

*The  
School Board  
Rules  
of  
Osceola County,  
Florida*

**2001-2002 Edition**





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

**The School Board Rules of Osceola County, Florida are divided into fifteen 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**



# **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.

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.





# Table of Contents

## Chapter 1

### District School System

<u>Section</u>	<u>Title</u>	<u>Page</u>
1.1	DISTRICT UNIT .....	1-1
1.2	CONTROL-ORGANIZATION-ADMINISTRATION.....	1-1
1.3	ADVISORY COMMITTEES .....	1-16
1.4	PROFESSIONAL DEVELOPMENT CENTER.....	1-22
1.5	DISTRICT INSTRUCTIONAL MATERIALS COUNCILS FOR THE STATE LEVEL TEXTBOOK ADOPTION PROCESS .....	1-25
1.6	SCHOOL BASED MANAGEMENT (SBM) .....	1-26
1.7	MANAGEMENT INFORMATION SYSTEM .....	1-27
1.8	INSERVICE EDUCATION.....	1-27
1.9	EDUCATIONAL EVALUATION.....	1-28
1.10	EARLY CHILDHOOD AND BASIC SKILLS DEVELOPMENT .....	1-29
1.11	EVALUATION OF SCHOOL PERSONNEL .....	1-30
1.12	SUPPLEMENTS .....	1-30
1.13	REPORTS AND FORMS CONTROL .....	1-30
1.14	EQUITY .....	1-31
1.15	INVOLVEMENT OF STUDENTS IN POLITICAL ACTIVITY .....	1-38
1.16	PERSONNEL RECORDS .....	1-38

1.17	<b>SAFETY AND HEALTH LOSS CONTROL PROGRAM .....</b>	<b>1-45</b>
1.18	<b>DRUG-FREE WORKPLACE .....</b>	<b>1-46</b>
1.19	<b>TOBACCO-FREE WORKPLACE .....</b>	<b>1-52</b>
1.20	<b>PUBLIC RECORDS .....</b>	<b>1-52</b>
1.21	<b>AIDS/HIV TESTING .....</b>	<b>1-53</b>
1.22	<b>ZERO TOLERANCE FOR WORKPLACE VIOLENCE .....</b>	<b>1-54</b>
1.23	<b>AFFIRMATIVE ACTION .....</b>	<b>1-55</b>
1.24	<b>TITLE 1 COMPARABILITY .....</b>	<b>1-58</b>
1.25	<b>PUBLIC CONDUCT ON SCHOOL PROPERTY AND THROUGH COMMUNICATIONS .....</b>	<b>1-58</b>



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4  
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**1.0 THE DISTRICT SCHOOL SYSTEM**

**1.1 DISTRICT UNIT**

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

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

**1.2 CONTROL - ORGANIZATION - ADMINISTRATION**

**1.2.1. School Board**

**A. Responsibility - Qualifications**

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

**B. Organization**

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

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

**C. Duties of the Chairman**

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

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.



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

- a. Make recommendations to the School Board concerning the nature, scope and extent of advertisements seeking qualified candidates to apply for the position of Superintendent.
- b. Receive, review and evaluate the applications for the position, and forward to the School Board the number of top ranked applications (in no particular order or ranking) that may be requested to be forwarded by the School Board.
- c. The School Board will rank the applications forwarded by the search committee and will decide how many of the selected applicants it will interview.
- d. At the conclusion of the interview process, the School Board will rank the applications, and will then negotiate with the first ranked applicant to determine if a mutually agreeable contract for the position of Superintendent may be achieved. If the negotiations with the first ranked applicant fail to produce a contract, then the School Board will enter negotiations with the second ranked applicant, and so forth in descending order through the ranked applicants until such time as the School Board enters into a mutually agreeable contract with one of the top ranked applicants for the position. At any point during the process, the School Board may make the decision, in its absolute discretion, to terminate the negotiation and interview process, and to either re-advertise for the position or take such other action as it may deem in its interest to appoint a Superintendent for the School District.

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

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

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



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

4  
5 (6) The Board may require new nominations and elections, or  
6 modified nomination and election procedures if nominations or an  
7 election are not fair and equitable.

8  
9 (7) A majority of the members of each School Advisory Council must  
10 be persons who are not employed by the school. *Adopted 7/21/98*

11  
12 C. Students shall be members of School Advisory Councils at the high school  
13 and post secondary levels. Students at the middle school and elementary  
14 school levels may be members of the School Advisory Councils at the  
15 discretion of each SAC.

16  
17 D. Business and other community members shall be selected by each school  
18 subject to the procedure stated herein. Each school principal shall submit  
19 on or before October 1, of each year, to the Superintendent and the School  
20 Board, a list that identifies (including the name, business and civic  
21 activities) business and community members appointed by the principal to  
22 the School Advisory Council. This membership list shall be presented on  
23 the first agenda after its preparation. The School Board has the right to  
24 appoint additional members to the School Advisory Council from the  
25 business and community, and shall make such additional appointments as  
26 are necessary to achieve proper representation of the ethnic, racial, and  
27 economic community served by the school. The School Board shall have  
28 the discretion to appoint additional members to the School Advisory  
29 Council whenever the Board deems it in the best interest of the District for  
30 the Board to make such additional appointments.

31  
32 E. The principal and the School Advisory Council shall report to the  
33 Superintendent and School Board, as soon as reasonably possible, any  
34 change in the membership of the Council, and shall further report the  
35 meeting schedule and agenda for all meetings of the School Advisory  
36 Council. Each School Advisory Council and principal shall advise the  
37 Superintendent and School Board in advance of each scheduled meeting  
38 and agenda.

39  
40 F. Each meeting of the School Advisory Council shall be held in a location at  
41 such time and under such circumstances as reasonably necessary to ensure  
42 that no one shall be denied access on the basis of handicap, race, religion,  
43 gender or national origin. There shall be an agenda prepared in writing,  
44 before each meeting, copies of which shall be sent to the School Board  
45 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 seven (7) 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  
30 (3) Each principal will ensure that the meeting is held in a room large  
31 enough to accommodate those members of the public and other  
32 interested persons (including media) who wish to attend and  
33 observe the meeting. Each SAC may develop its own guidelines  
34 for permitting public participation, but the privilege of voting will  
35 be extended only to members of the Council.  
36  
37 (4) Each school principal shall be responsible for notifying each  
38 teacher, parent and guardian, education support employee, and  
39 eligible high school and post secondary (and if applicable, each  
40 eligible middle school and/or elementary school) student in the  
41 school, and to advise each such person of the following:  
42  
43 a. The existence of the School Advisory Council and the fact  
44 that each such person is eligible to be nominated for  
45 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.



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

4  
5 C. The Professional Development Center Staff

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

11  
12  
13 Auth: 230.22, F.S. 231.600, 231.601, F.S.

14  
15 D. Voting Authority of the PDC Coordinator

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

18  
19  
20 Auth: 230.22, F.S.

21  
22 E. PDC Responsibilities

- 23  
24 (1) The PDC Council shall develop a prioritized list of inservice  
25 needs with suggested methods of implementation.  
26  
27 (2) The PDC Center coordinator shall collaborate with  
28 university and community college personnel.  
29  
30 (3) All programs shall be evaluated to determine the value to the  
31 participant and to aid the PDC Council in determining future  
32 PDC activities.

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

35  
36 F. Goals and Objectives

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

39  
40  
41 G. The PDC Budget

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

46  
47  
48 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.  
48



1 (2) Teachers in (1)(a) above shall serve as professional  
2 development contacts in their respective schools.  
3

4 1.4.3 Professional Support Staff Inservice Committee  
5

6 A. The Professional Support Staff Inservice Committee shall consist  
7 of members nominated by professional support staff personnel,  
8 administrators, and other interested groups. The Superintendent  
9 shall appoint members of the committee. Members of the  
10 Professional Support Staff Inservice Committee shall serve at the  
11 discretion of the Superintendent.

12  
13 B. The Professional Support Staff Inservice Committee shall review  
14 the needs of Professional Support Staff employees and recommend  
15 appropriate inservice activities to the PDC Council.  
16

17 Auth. 230.22, 231.600, & 231.601, FS  
18

19 1.5 DISTRICT INSTRUCTIONAL MATERIALS COUNCILS FOR THE STATE  
20 LEVEL TEXTBOOK ADOPTION PROCESS  
21

22 The Superintendent or a designee shall appoint councils, each consisting of no  
23 fewer than six (6) persons--one-third (1/3) shall be lay members and one-half  
24 (1/2), teachers. The teacher members must be certified in an area directly related  
25 to the academic area or level being considered for adoption. Personnel designated  
26 as associate master teachers of the year pursuant to Section 231.533, or selected as  
27 a teacher of the year at the school, district, regional or state level pursuant to the  
28 provisions of the program conducted by the Department of Education, shall be  
29 encouraged to serve on instructional materials councils (Section 233.09, Florida  
30 Statutes). State instructional materials council members may not be members of  
31 the district instructional materials council. The members of the council shall elect  
32 a chairman. Each district council member shall complete the Department of  
33 Education training program, related to the evaluation and selection of instructional  
34 materials, prior to the beginning of the review and selection process.  
35

36 District council meetings are open and shall be conducted in compliance with  
37 Section 286.011, Florida Statutes; and date, time, and place shall be announced to  
38 the public in the local media two (2) weeks in advance. The district shall make  
39 materials available for public review.  
40

41 Each member of a district instructional materials council must sign an affidavit  
42 pursuant to Section 233.08, Florida Statutes, before transacting the business of the  
43 council.  
44

45 Pursuant to Section 233.115, Florida Statutes, members of the district  
46 instructional materials council are prohibited from accepting gifts, money,  
47 emoluments, or other valuables which shall directly or indirectly influence the  
48 adoption or purchase of any instructional materials.



1  
2 The district instructional materials council shall not deny any publisher,  
3 manufacturer, or a representative time to present a product(s) equal to that time  
4 given for any other publisher, manufacturer, or representative.  
5

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

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

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

#### 18 1.6 SCHOOL BASED MANAGEMENT (SBM) 19

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

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

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

46 Auth: 230.22, F.S. Imple: 229.555, 230.33(5), 230.23(3), and 236.02(7),F.S.  
47  
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1 1.7 MANAGEMENT INFORMATION SYSTEM

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The School Board shall:

- A. Establish a District reports and forms control management system.  
*Amended 6/30/92*
- B. With assistance from the Department of Education, develop systems compatible with the state management information system and unique local systems. *Amended 6/30/92*
- C. Provide, with the assistance of the Department of Education, inservice training dealing with management information system purposes and scope, a method of transmitting input data, and the use of output report information.
- D. Establish a plan for continuous review and evaluation of local management information system needs and procedures.
- E. Advise the Commissioner of Education of all District management information needs.
- F. Transmit required data input elements to the appropriate processing locations in accordance with guidelines established by the Commissioner.
- G. Determine required reports, comparisons, and relationships to be provided to district school systems by the system output reports and continuously review these reports for usefulness and meaningfulness, and submit recommended additions, deletions and change requirements in accordance with the guidelines established by the Commissioner.
- H. Be responsible for the accuracy of all data elements transmitted to the Department.
- I. RECORDS RETENTION MANUAL (ADOPTED JULY 7, 1987) The School Board adopts and maintains a Records Retention manual that delineates procedures for the care and maintenance of records of the District. This manual shall be administered through the Office of Records Management.

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

1.8 INSERVICE EDUCATION

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

- 1 A. Develop a systematic procedure for identification of personnel  
2 improvement and performance needs.
- 3
- 4 B. Develop a comprehensive plan with long and short range objectives,  
5 consistent with the established needs.
- 6
- 7 C. Improve the level of performance of all personnel through programs or  
8 activities conducive to obtaining the desired level of performance, and  
9 particularly for those who serve in the early childhood and basic skills  
10 development program.
- 11
- 12 D. Increase competencies, skills and knowledge of personnel for more  
13 efficient and effective personnel utilization.
- 14
- 15 E. Develop a systematic procedure for evaluating the effectiveness of staff  
16 development activities.
- 17
- 18 F. Develop and implement a program for beginning teachers that conforms to  
19 the Florida Professional Orientation Program in accordance SBR 6A-5.75.
- 20
- 21 G. Develop a District Management Training Program for school effectiveness  
22 which will implement training in managerial competencies determined by  
23 the Florida Council on Educational Management per Section 231.087(5),  
24 F.S.

25  
26 A copy of the Master Plan shall be filed in the library of each school.

27  
28 Auth: 230.22, F.S. and 230.2311(6), F.S. Imple: 231.603(3),F.S.

29  
30 1.9 EDUCATIONAL EVALUATION

31  
32 The School Board shall provide for the periodic assessment of student  
33 performance and achievement in each school. Such assessment programs shall be  
34 based upon local goals and objectives which are compatible with the State's plan  
35 for education and which supplement the minimum performance standards  
36 approved by the State Board of Education. Data from the assessment programs  
37 shall be provided to the Commissioner of Education when it is required in order to  
38 evaluate specific instructional programs or processes or when the data is needed  
39 for other research or evaluation projects. The School Board may provide  
40 acceptable, compatible District assessment data to substitute for any assessment  
41 data needed at the state level when the Commissioner certifies that such data is  
42 acceptable for the purposes of this action.

43  
44 A. District Report

45  
46 A feedback report shall be prepared on the status of education in the  
47 Osceola County School District. The report shall contain information



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

9  
10 B. School Report

11 Each school shall annually report on its status of education and shall base  
12 its report upon information for the prior school year. The report shall  
13 contain:  
14

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

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

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41 1.10 EARLY CHILDHOOD AND BASIC SKILLS DEVELOPMENT

42 The School Board shall establish a program for early childhood and basic skills  
43 development. This program shall be developed cooperatively by school  
44 administrators, teachers, parents and other groups or individuals having an interest  
45 in the program and having expertise in the field of early childhood education or  
46 basic skills development. Such a program shall be based on the guidelines  
47

1 prepared by the Department of Education pursuant to Chapter 7-A-238, Laws of  
2 Florida, and further delineated in Chapter 6 of this Rules Manual.

3  
4 1.11 EVALUATION OF SCHOOL PERSONNEL

5  
6 The School Board shall annually review the system of evaluating the personnel of  
7 the District, as presented by the Superintendent. Such evaluation shall be for the  
8 purpose of maintaining and improving the educational program of the District.

9  
10 Auth: 230.22, F.S.

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

12  
13 1.12 SUPPLEMENTS *Amended 6/30/92*

14  
15 Supplements may be provided for extracurricular activities or other assignments  
16 as outlined in the Master Teacher Contract and Board adopted salary schedule.

17  
18 1.13 REPORTS AND FORMS CONTROL

19  
20 A. Purpose

21  
22 To provide the schools, district, state, and federal agencies with required  
23 data in a timely and accurate fashion while reducing duplication.

24  
25 B. Definitions

26  
27 (1) Form - Any written communication, whether in memorandum,  
28 survey or standard form format, with blank spaces for the filling in  
29 of data.

30  
31 (2) Report - Any form in which the blanks have been completed or any  
32 summary of data prepared after aggregation of data on forms.

33  
34 C. Authorization and List of Forms

35  
36 Those School District forms, as indexed in the Forms Index and located in  
37 the Office of Records Management, constitute the approved district forms  
38 as required by F.S. 120.53(1) (b). A copy of any form listed in the Index  
39 may be obtained without cost from the Office of Records Management.

40  
41 D. New or Revised Forms

42  
43 Any new or revised forms must be submitted to the Office of Records  
44 Management for review in accordance with the procedures set forth in the  
45 Forms Management Handbook. Any form developed by the District  
46 which imposes any requirement or solicits any information not required by  
47 statute or by an existing rule must be submitted for approval by the School



1 Board, and on approval shall be included in the Forms Index and placed on  
2 file in the Office of Records Management.

3  
4 1.14 EQUITY

5  
6 1.14.1 General Statement Revised 4/14/92

7  
8 The School District of Osceola County, Florida is legally responsible to ensure  
9 that equal education opportunities are available to all individuals within the  
10 district who are eligible under the laws of the State of Florida to receive a free  
11 public education in the district. The district is also responsible to ensure equal  
12 employment opportunities to all individuals. Educational programs and  
13 employment opportunities shall be made available free of any sexual harassment  
14 and discrimination based on race, gender, sex, age, color, disability, religion,  
15 marital status, national origin or other non-merit factor. In limited circumstances,  
16 gender or disability may be disqualifying as permitted by law. Amended 6/19/01

17  
18 1.14.2 Definitions

19  
20 The following definitions shall apply to the terms stated throughout this Policy:

- 21  
22 A. Complaint is a written statement which alleges that an organization or  
23 person has been or is engaged in employment discrimination.  
24  
25 B. Investigation is a detailed examination of the facts to determine if  
26 discriminatory employment practices did or did not occur.  
27  
28 C. Party is a complainant or respondent.  
29  
30 D. Respondent is a person, agency or part of any agency accused of  
31 discriminatory conduct regarding employment by the School Board.  
32  
33 E. No Reasonable Cause means, upon consideration of the facts, a person  
34 could conclude that the respondent has not engaged in an employment  
35 practice made unlawful by State or Federal law.  
36  
37 F. Equal Employment Opportunity Designee is an employee appointed by the  
38 Superintendent to coordinate the complaint process in an organizational or  
39 institutional unit.  
40  
41 G. Discrimination is illegal treatment of a person or group (either intentional  
42 or unintentional) based on race, gender, sex, age, color, disability, religion,  
43 marital status, national origin or other non-merit factor, except where a  
44 previously mentioned condition is a bona fide occupational qualification  
45 of employment. The term also includes the failure to remedy the effects of  
46 past discrimination. Amended 6/19/01  
47



1 H. Bona Fide Occupational Qualifications means employment in particular  
2 jobs may not be limited to persons of particular based on race, gender, sex,  
3 age, color, disability, religion, marital status, national origin or other non-  
4 merit factor unless an employer can demonstrate that based on race,  
5 gender, sex, age, color, disability, religion, marital status, national origin  
6 or other non-merit factor is an actual qualification of performing the job.  
7 *Amended 6/19/01*

8  
9 I. Sexual Harassment includes: *Amended 6/17/97*

10  
11 (1) Unwelcomed sexual advances, requests for sexual favors, other  
12 verbal or physical conduct of a sexual nature, or the creation or  
13 maintenance of a condition in the educational or workplace  
14 environment, such as the utilization, publication or display of  
15 sexually offensive music, pictures or other articles or items in the  
16 workplace or educational environment, where such matters or  
17 conduct have the purpose or effect of unreasonably interfering with  
18 an employee's work or a student's education or performance, or  
19 which creates an intimidating, hostile or offensive work or  
20 educational environment, as determined by applicable legal  
21 standards.

22  
23 (2) The denial of or the provision of aid, benefits, grades,  
24 rewards, employment, faculty assistance, services, or treatment on  
25 the basis of sexual advances or requests for sexual favors.

26  
27 J. Discrimination in Employment shall mean: *Amended 6/17/97*

28  
29 (1) To fail or refuse to hire, or to discharge an individual, or otherwise  
30 to discriminate against, any individual with respect to his/her  
31 compensation, terms, conditions, or privileges of employment  
32 because of such individual's race, gender, sex, age, color, disability,  
33 religion, marital status, national origin or other non-merit factor,  
34 except where race, gender, sex, age, color, disability, religion,  
35 marital status, national origin or other non-merit factor is a bona  
36 fide occupational qualification of employment. *Amended 6/19/01*

37  
38 (2) To limit, segregate, or classify an employee in any way, which  
39 would deprive or tend to:

40  
41 a. Deprive an individual of employment opportunities;

42  
43 b. Otherwise adversely affect an employee's status as an  
44 employee because of such individual's race, gender, sex,  
45 age, color, disability, religion, marital status, national origin  
46 or other non-merit factor, except where race, gender, sex,  
47 age, color, disability, religion, marital status, national origin



1 or other non-merit factor, is a bona fide occupational  
2 qualification of employment. *Amended 6/19/01*

- 3  
4 (3) To abuse, restrain, intimidate, harass, interfere with, coerce,  
5 discriminate against, institute reprisal against or otherwise defame  
6 an employee because of such individual's race, gender, sex, age,  
7 color, disability, religion, marital status, national origin or other  
8 non-merit factor, except where race, gender, sex, age, color,  
9 disability, religion, marital status, national origin or other non-  
10 merit factor is a bona fide occupational qualification of  
11 employment. *Amended 6/19/01*

12  
13 K. Discrimination in Education *Amended 6/17/97*

14  
15 Discrimination in education shall mean any deprivation, discrimination, or  
16 denial of any educational opportunity, benefit, term or condition, privilege,  
17 grade or reward in connection with education, on the basis of a student's  
18 race, gender, sex, age, color, disability, religion, marital status, national  
19 origin or other non-merit factor except where race, gender, sex, age, color,  
20 disability, religion, marital status, national origin or other non-merit factor  
21 is a bona fide qualification or requirement for a particular educational  
22 opportunity. *Amended 6/19/01*

23  
24 Auth. 228.2001, Florida Statutes; Title IX, Education Amendments of 1972: DOE  
25 Guidelines, Federal Register Vol. 62, No 49 (March 13, 1997)

26  
27 1.14.3 Equity *Revised 6/17/97*

- 28  
29 A. Every applicant, employee and student has the right to present a complaint  
30 of alleged discrimination or sexual harassment and, in so doing, be free  
31 from restraint, intimidation, harassment, interference, coercion, or reprisal  
32 because he/she has filed a charge, testified, assisted, or participated in any  
33 phase of investigations, proceedings, or hearings pursuant to this policy.  
34  
35 B. An Equity Committee is hereby established for the purpose of providing a  
36 procedure for registering complaints for employees, applicants for  
37 employment and students with the School District of Osceola County,  
38 Florida. The composition of this committee shall be Twelve (12)  
39 members representative of the demographics and employee categories of  
40 the staff. The Superintendent will designate a member of his staff to serve  
41 as an ex-officio member of the Equity Committee. All appointments to  
42 the Equity Committee will be made by the Superintendent and approved  
43 by the School Board. Appointees will serve staggered three (3) year terms.  
44



1 C. Employee Complaints

2  
3 In the event an employee intends to register a complaint based upon  
4 alleged discrimination, remedies should be sought through administrative  
5 channels before resorting to other means of resolving disputes. Formal  
6 complaints must be filed in writing within sixty (60) days of the incident.  
7 It is expected that both employees and their supervisors will make every  
8 reasonable effort to resolve such conflicts. The following procedures are  
9 intended to facilitate these administrative remedies:  
10

- 11 (1) Employees should first express their complaints to their immediate  
12 supervisors within the first sixty (60) days of the incident. At the  
13 same time, employees may wish to involve the Superintendent's  
14 designee or a member of the Equity Committee to assist them at  
15 this informal level. If a resolution to the complaint can be reached  
16 at this level, no further action is to be taken. *Amended 6/19/01*  
17
- 18 (2) If no resolution was reached between the employee and the  
19 immediate supervisor, the complainant shall file a formal written  
20 complaint with the Superintendent's designee or a member of the  
21 Equity Committee, requesting an investigation concerning the  
22 alleged discriminatory practice. The Superintendent's designee  
23 shall notify the supervisor and the appropriate division head and  
24 the Equity Committee chairperson if that person is not a principal  
25 in the complaint that a formal complaint has been filed.  
26 *Amended 6/19/01*  
27
- 28 (3) An investigative panel will be established consisting of two (2)  
29 members of the Equity committee and one (1) person appointed by  
30 the complainant. This person must be a School Board Employee  
31 from another department/school. One member will be selected as  
32 chairman. No member of the panel may be related to a party to the  
33 complaint.  
34
- 35 (4) The Investigative Panel shall conduct a fair and impartial  
36 investigation into the alleged discriminatory practice and shall keep  
37 all parties involved apprised of the steps during the investigation.  
38 The investigation shall be conducted within sixty (60) calendar  
39 days. *Amended 6/15/99*  
40
- 41 (5) Upon completing the investigation, which shall include reviewing  
42 applicable data, the Equity Committee shall communicate its  
43 recommendations to the Superintendent, who has the ultimate  
44 responsibility of investigating complaints under this section, via  
45 the Superintendent's designee.  
46



- 1 (6) The Superintendent shall review the findings of the Equity  
2 Committee and issue a decision within twenty (20) calendar days.  
3  
4 (7) In the event the complainant is dissatisfied with the decision of the  
5 Superintendent, the complainant may send the complaint to the  
6 School Board by giving written notice to the Superintendent within  
7 ten (10) days of receipt of the Superintendent's decision.  
8

9 D. Applicant Complaints

10 Applicants for employment alleging discrimination may present their  
11 concerns for investigation to the Superintendent's designee or a member of  
12 the Equity Committee, who will process such complaints through the  
13 procedures established for all other Equity complaints. *Amended*  
14 *6/19/01*

15  
16  
17 E. Special Provisions for Complaints made by Students Involving Matters of  
18 Equity, Sexual Harassment or Discrimination

- 19  
20 (1) Every student has the right to be free of unlawful discrimination or  
21 sexual harassment, and in making a complaint of alleged  
22 discrimination or sexual harassment, to be free from intimidation,  
23 harassment, interference, coercion or a reprisal because he or she  
24 has filed a charge, testified, assisted, or participated in any phase of  
25 investigations, proceedings, or hearings pursuant to this policy or  
26 any other provision of law. Formal complaints must be filed in  
27 writing to the Principal or director of the facility or Equity  
28 Coordinator or a member of the Equity Committee within sixty  
29 (60) days of the incident. *Amended 6/19/01*
- 30  
31 (2) The Equity Committee shall receive and investigate student  
32 complaints alleging harassment on the basis of race, gender, sex,  
33 age, color, disability, religion, marital status, national origin, or  
34 other non-merit factor or other unlawful discrimination. The  
35 Equity Committee, when it hears of investigates a matter involving  
36 a student complaint, shall maintain the privacy and confidentiality  
37 of all student identifying information as required by Section  
38 228.0934, Florida Statutes, and federal law. *Amended 6/19/01*
- 39  
40 (3) If a student intends to register a complaint based upon alleged  
41 discrimination or sexual harassment, the student should first confer  
42 with his or her school principal or the director of the facility, unless  
43 the charge is being lodged against such person, in which case the  
44 student shall bring the complaint directly to the Equity Committee  
45 or the Equity Coordinator or the Superintendent. *Amended*  
46 *6/19/01*  
47



1 (4) The student must report any discrimination or sexual harassment  
2 immediately to the principal or director of the school. If the  
3 principal or the director of the school is the subject of the  
4 complaint, then the student must immediately report any allegation  
5 of harassment or discrimination to the Equity Committee and the  
6 Superintendent for appropriate resolution. The principal, director,  
7 Equity Committee or Superintendent, as the case may be, shall  
8 cooperate with any reporting student and assist the student in  
9 preparing a written complaint that details the nature of the  
10 charge(s).

11  
12 The complaint of the student shall not be dismissed for reasons of  
13 an untimely filing or submission of the complaint, and appropriate  
14 School District staff shall take such action as is reasonably  
15 necessary to assist the student in filing the complaint

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

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

41  
42 F. The district's functions of leadership, technical assistance, and evaluation  
43 shall be applied to the implementation of this commitment. The  
44 commitment of providing equal educational opportunities shall apply in all  
45 program areas.  
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- G. This policy does not derogate any federal or state law, and should be interpreted in a manner consistent with applicable court rulings and statutes of Florida and the United States.
- H. For additional information or to file a concern or complaint, contact an Equity Committee member.
- I. The School District encourages victims of harassment on the basis of race, gender, sex, age, color, disability, religion, marital status, national origin or other non-merit factor, to come forward with such claims. This may be done through the Employee Grievance Resolution Procedure or through a written complaint to the Equity Committee. *Amended 6/19/01*
- J. Employees who feel that administrators or supervisors are conditioning promotions, increases in wages, continuation of employment, or other terms or conditions of employment upon the basis of race, gender, sex, age, color, disability, religion, marital status, national origin or other non-merit factor, are encouraged to report these conditions to the appropriate administrator. If the employee's direct administrator or supervisor is the offending person, the report shall be made to the next higher level of administration or supervision or through a written complaint to the Equity Committee. *Amended 6/19/01*
- K. Employees are also urged to report any unwelcome conduct of a sexual nature by supervisors or fellow employees if such conduct interferes with the individual's work performance or creates a hostile or offensive working environment.
- L. Confidentiality will be maintained in accordance with applicable statutes and no reprisals or retaliation will be allowed to occur as a result of the good faith reporting of charges of sexual harassment.
- M. In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred will be investigated.
- N. Any employee found to have engaged in sexual harassment shall be subject to sanctions, including, but not limited to, warning, suspension, or termination subject to applicable procedural requirements.
- O. It is the policy of the School District of Osceola County, to create an educational and work environment free of harassment on the basis of race, sex, national origin or disability. The School District will not tolerate sexual harassment activity by any of its employees or discrimination on the basis of race, gender, sex, age, color, disability, religion, marital status, national origin, or other non-merit factor. This policy similarly applies to

1 students, employees, applicants, and non-employee volunteers who work  
2 subject to the control of school authorities. *Amended 6/19/01*

3  
4 Auth. 228.321, Florida Statutes; Title IX, Education Amendments of 1972: DOE  
5 Guidelines, Federal Register Vol. 62, No 49 (March 13, 1997)

6  
7 1.15 INVOLVEMENT OF STUDENTS IN POLITICAL ACTIVITY

8  
9 Employees of the Osceola County School Board, shall not involve students in  
10 political activities during the school day.

11  
12 1.16 PERSONNEL RECORDS

13  
14 1.16.1 Definition of Terms

15  
16 A. Evaluations

17  
18 Include classroom observations, annual evaluations, assessment,  
19 reprimands, commendations and due process documentation.

20  
21 B. Complaint

22  
23 An accusation by any member of the public or School Board employee  
24 charging an employee with misconduct and/or unacceptable performance.

25  
26 C. Limited File

27  
28 (Confidential File: available only to those with complete access)

29  
30 Information that is not available for public review. This would include  
31 medical records, psychiatric, psychological files, payroll deductions,  
32 transcripts, preliminary investigations, active investigations, evaluations  
33 and assessments prior to July 1, 1983, and subsequent evaluations for one  
34 full school year.

35  
36 D. Custodian of Records

37  
38 The appointed work site administrator, central office administrator or  
39 administrative designee charged by law with the responsibility of  
40 maintaining and supervising personnel files for the School Board of  
41 Osceola County.

42  
43 E. Derogatory Material

44  
45 Typical examples:

- 46  
47 (1) Complaints, allegations, negative assessments, evaluations and  
48 charges related to work performance. (Can be placed in file.)



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

F. Designee

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

G. Inspection of Records Amended 7/23/91

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

H. Lawful Criminal Investigation

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

I. Law Enforcement Personnel

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

J. Medical Records

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

K. No Probable Cause

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

L. Payroll Deductions

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

1 M. Preliminary Investigation

2  
3 Investigative actions conducted to determine if there is probable cause to  
4 proceed further with complaint or alleged violation or Board Rules and/or  
5 statutory provisions.  
6

7 N. Probable Cause

8  
9 Result of preliminary investigation with findings of reasonable grounds for  
10 suspecting that violation of School Board Rules or criminal offense has  
11 been committed. May lead to further investigation, disciplinary action or  
12 charges filed.  
13

14 O. Right of Inquiry

15  
16 The employee has the right to request that the Superintendent or his  
17 designee make an informal inquiry regarding material in his personnel file  
18 which an employee believes to be false. The official conducting the  
19 inquiry shall append a written report of his findings to the personnel file.  
20

21 1.16.2 Personnel Files

22  
23 A. Definition of Personnel File

24  
25 The term personnel file means all records, information, data, or materials  
26 maintained by the School Board anywhere, (including the work site file,  
27 which are uniquely applicable to that employee, whether maintained in one  
28 or more locations.  
29

30 B. Access to Personnel Files

31  
32 (1) The complete file is open as needed to:

- 33  
34 a. School Board Members and the School Board Attorney.  
35  
36 b. Superintendent, Assistant Superintendents, Principals,  
37 Assistant Principals, or their respective designees.  
38  
39 c. Supervisor of the employee.  
40  
41 d. Employee.  
42  
43 e. Designees of Employees.  
44  
45 f. Law Enforcement personnel in a lawful criminal  
46 investigation.  
47



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g. Professional support clerical personnel assigned to personnel files.

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

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

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

C. Special Handling for Certain Materials Contained in Personnel Files

(1) No anonymous letters or materials shall be placed in the file.

1 (2) Materials which are derogatory to an employee may be placed in a  
2 personnel file only if they pertain to work performance, or other  
3 matters that may be cause for discipline, suspension or dismissal.  
4

5 a. Such material must be reduced to writing within 45 days  
6 and signed by a person competent to know the facts or  
7 make the judgment. Additional material may be added to  
8 clarify or simplify as needed.  
9

10 b. A copy of all such materials to be placed in the personnel  
11 file shall be provided to the employee either:  
12

13 1. by certified mail; return receipt requested to his/her  
14 address of record; or  
15

16 2. by personal delivery to the employee. Employee's  
17 signature on a copy of the materials signifies receipt  
18 only; or  
19

20 3. by a personal delivery to the employee with a  
21 statement by a witness certifying personal delivery  
22 to the employee.  
23

24 c. The employee has the right to answer in writing any such  
25 material in the personnel file.  
26

27 d. Upon a written request by an employee, the Superintendent  
28 or designee will make an informal inquiry regarding  
29 materials in the personnel file which the employee believes  
30 to be false. The official making the inquiry shall attach a  
31 written report of findings to the material in the file and send  
32 a copy to the employee.  
33

34 D. General Information  
35

36 (1) Any employee may conveniently reproduce any material in the file  
37 at the cost specified by law.  
38

39 (2) The custodian of the personnel files will maintain a record in each  
40 file of persons reviewing the limited file each time it is reviewed  
41 except those having access to the complete file on an as needed  
42 basis.  
43

44 (3) Forms and materials necessary for normal business transactions  
45 will be a part of the personnel file.  
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- (4) A preliminary investigation shall be considered active as long as it is continuing with a reasonable, good faith anticipation that an administrative finding will be made in the foreseeable future.
  - (5) A preliminary investigation of a complaint must terminate in any of the following ways:
    - a. With a finding that there is no probable cause to proceed further. A statement to that effect signed by a responsible investigating official shall be attached to the complaint.
    - b. With a finding that there is probable cause to proceed further or with disciplinary action taken or charges filed.
    - 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.

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

24  
25 Every person who has custody of personnel files shall permit the files to be  
26 inspected and duplicated by any person desiring to do so at reasonable  
27 times, under reasonable conditions, and under supervision by the  
28 custodian of the records or designee. The records custodian or designee  
29 shall review the employee's file for compliance with exemptions under  
30 Florida Statutes, Chapter 231, before opening the file for inspection or  
31 duplication.

32  
33 Reproduction of records is to be done on School Board premises.

34  
35 An individual access record must be added to the employee's file showing  
36 the file was inspected and by whom.

37  
38 The cost of reproducing copies of the records shall be as provided in  
39 section 1.20.2 of these Rules.

40  
41 F. Personnel File Contents *Amended 6/30/92 & 6/27/95*

42  
43 Personnel Files may include, but are not limited to the following  
44 information:  
45

1 INSTRUCTIONAL

2  
3 Applications  
4 Appointments (Form Only)  
5 Authorization To Review File  
6 Certificates And All Related Forms  
7 Contracts And All Related Forms  
8 Code Of Ethics Forms  
9 Deficiency Forms (Certifications)  
10 Employee Process Letter/Substitute Form  
11 Evaluation/Observation Conference Reports  
12 Inservice Printouts/Related Materials  
13 Leaves of Absences/Change Forms  
14 Letters of Commendation  
15 Notification to Begin Work Letters  
16 Reclassification/Transfers  
17 Resignation  
18 Resumes  
19 Social Security Card  
20 Transcripts and University Placement Data  
21 Wage Verifications from Mortgage Companies

22  
23 PROFESSIONAL SUPPORT *Amended 6/29/93*

24  
25 Applications  
26 Appointments  
27 Authorization to Review File  
28 Employee Process Letter/Substitute Form  
29 Evaluation Forms  
30 Inservice Printouts/Related Materials  
31 Layoff and Recall Letters  
32 Leaves of Absences/Change Forms  
33 Letters of Commendation  
34 Notification to Begin Work Letters  
35 Reappointment Letters  
36 Reclassification/Transfers  
37 Resignations  
38 Resumes  
39 Salary Letters  
40 Social Security Cards  
41 Test Scores  
42 Transcripts  
43 Work Permits

44  
45 Auth: 119.07 F.S.; 231.262 F.S.; 231.291 F.S.  
46



1 1.17 SAFETY AND HEALTH LOSS CONTROL PROGRAM

2  
3 A. The School Board authorizes the development and administration of a  
4 Safety and Health Loss Control Program that provides for:

- 5  
6 (1) A safe and healthful educational environment for the student  
7 population;  
8  
9 (2) A safe and healthful work place from recognized hazards for each  
10 employee;  
11  
12 (3) Safe use of facilities by the general public;  
13  
14 (4) Protection of the environment and natural resources from any  
15 foreseeable or preventable impairment related to School District  
16 activities and operations;  
17  
18 (5) The reduction of property, Workers' Compensation, and general  
19 liability losses.

20  
21 The primary goal of the Safety and Health Program shall be to eliminate  
22 all accidental losses of human resources and physical assets. The Program  
23 will be administered under the direction of the Superintendent with  
24 responsibility for implementation assigned to the Risk Manager.

25  
26 B. The School Board establishes a comprehensive program of safety and  
27 sanitation inspections for the protection of occupants of public educational  
28 and ancillary plants. *Adopted 7/2/96*

- 29  
30 (1) Each educational and ancillary plant shall be inspected at least  
31 once during each fiscal year to determine compliance with  
32 standards of sanitation and casualty safety prescribed in State  
33 Board Rules.  
34  
35 (2) Each educational and ancillary plant shall be inspected annually for  
36 fire and safety by persons certified by the Division of State Fire  
37 Marshal to be eligible to conduct fire safety inspections in public  
38 educational and ancillary plants. Each fire safety inspection report  
39 must include a plan of action and a schedule for correction of each  
40 deficiency.  
41  
42 (3) If immediate life-threatening deficiencies are noted in any  
43 inspection, the deficiency shall be promptly corrected or the  
44 educational plant shall be withdrawn from use until such time as  
45 the deficiencies are corrected.  
46



1 1.18 DRUG-FREE WORKPLACE

2  
3 1.18.1 No employee of the School Board shall manufacture, distribute, dispense, possess,  
4 use, or be under the influence in the workplace of any alcoholic substance, any  
5 intoxicating or auditory, visual, or mental altering chemical or substance or  
6 narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any  
7 other controlled substance as defined by federal or state law or rule, or any  
8 counterfeit of such drugs or substances all being collectively referred to as drugs.  
9

10 It is recognized that prescription drugs are necessary, but the abuse of such drugs  
11 is a violation of the policy.  
12

13 "Workplace" is defined as the site for the performance of work done in connection  
14 with employment. That includes any school building, any school premises; any  
15 school vehicle, or any vehicle used to transport students to and from school and  
16 school activities off school property during any school-sponsored or school  
17 approved activity, event or function, such as a field trip or athletic event, where  
18 students are under the jurisdiction of the School District. *Amended 6/30/92*  
19

20 1.18.2 Upon reasonable suspicion of drug and/or alcohol abuse, documented by the  
21 School Board adopted checklist, written notification shall be given to the  
22 employee and a professional evaluation, which may include drug and/or alcohol  
23 testing as recommended, shall be performed by qualified personnel.  
24

25 Any employee testing positive will be considered in violation of the Drug-Free  
26 Workplace policy.  
27

28 Any employee violating the above policy is subject to discipline, up to and  
29 including termination and referral for prosecution, for the first offense.  
30 *Amended 6/29/93*  
31

32 1.18.3 Employees have the right to know the dangers of drug and/or alcohol abuse in the  
33 workplace, the school district's policy about them, and what help is available to  
34 combat drug and/or alcohol problems. This document spells out the school  
35 district's policy. The school district will institute an education program for all  
36 employees on the dangers of drug and/or alcohol abuse in the workplace. All  
37 employees are encouraged to self-identify and to participate in the following  
38 rehabilitative help:  
39

40 Medical benefits for substance-abuse treatment

41  
42 Information about community resources for assessment and treatment

43  
44 Counseling program

45  
46 Employee Assistance Program  
47



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

3  
4 1.18.4 Any employee convicted of violating a criminal drug statute in this workplace  
5 must inform the school district of such conviction (including pleas of guilty and  
6 nolo contendere) within five (5) days of the conviction occurring. Failure to so  
7 inform the school district subjects the employee to disciplinary action, up to and  
8 including termination for the first offense. By law, the school district will notify  
9 the federal contracting officer within ten (10) days of receiving such notice from  
10 an employee or otherwise receiving notice of such a conviction.

11  
12 The school district reserves the right to offer employees convicted of violating a  
13 criminal drug statute in the workplace participation in an approved rehabilitation  
14 or drug and/or alcohol-abuse assistance program as an alternative to discipline. If  
15 such a program is offered, and accepted by the employee, then the employee must  
16 satisfactorily participate in the program as a condition of continued employment.

17  
18 1.18.5 CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM  
19 *Adopted 5/2/95*

20  
21 Employees of the school district performing safety sensitive functions and holding  
22 commercial drivers' licenses are required to participate in a drug and alcohol  
23 testing program pursuant to the Omnibus Transportation Employee Testing Act of  
24 1991 (hereinafter "OTETA"), regulations of the Federal Highway Administration  
25 contained in 49 C.F.R., parts 40 and 382, section 234.091, Florida Statutes, and  
26 other applicable state and federal safety programs. It is the policy of the Board that  
27 an employee in a safety sensitive position may be considered impaired by any  
28 measurable level of controlled substance or alcohol use.

29  
30 A. Definitions

31  
32 (1) Alcohol:

33  
34 The intoxicating agent in beverage alcohol, ethyl alcohol, or other  
35 low molecular weight alcohols including methyl and isopropyl  
36 alcohol.

37  
38 (2) Alcohol Use:

39  
40 The consumption of any beverage, mixture, or preparation,  
41 including any medication containing alcohol. The use of alcohol is  
42 prohibited both during the work day and for four hours prior to  
43 reporting for duty. The use of alcohol is also prohibited for eight  
44 hours following an accident, or until the employee is tested.  
45

1 (3) Controlled Substance or Drug:  
2

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

10 (4) Covered Employees:  
11

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

17 (5) Medical Review Officer (MRO):  
18

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

26 (6) Program Manager:  
27

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

33 (7) Refusal to Submit to an Alcohol or Controlled Substance Test:  
34

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

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

(9) Substance Abuse Professional:

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

B. Policy

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

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

C. Testing and Analysis

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



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

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

5  
6 (1) Pre-Employment Testing

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

17  
18 (2) Reasonable Suspicion Testing

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

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

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

37  
38 (3) Post-Accident Testing

39  
40 Alcohol or drug testing will be administered when the employee  
41 was performing a safety sensitive function and an accident occurs.  
42 For the purposes of post-accident testing, the term "accident" is  
43 defined in 49 C.F.R. ss 390.5. Testing will occur if the accident  
44 resulted in a fatality; or if the driver receives a citation under state  
45 or local law for a moving traffic violation arising from the  
46 accident and there is bodily injury to a person who immediately  
47 receives treatment away from the scene of the accident or one or



1 more of the vehicles involved was towed from the scene due to  
2 operational impairment. Such testing must be conducted within the  
3 time limits set forth by law: alcohol testing will occur within 8  
4 hours of the accident and drug testing will occur within 32 hours of  
5 the accident. An employee who is subject to post-accident testing  
6 must remain available to be tested, or the employee will be  
7 considered to have refused to submit to testing.

8  
9 (4) Random Testing

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

15  
16  
17 (5) Return to Duty and Follow-up Testing

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

26  
27  
28 D. Positive Results

29  
30 (1) Prior to verifying a positive test result, the MRO shall make every  
31 reasonable effort to contact the employee by telephone and afford  
32 him/her the opportunity to discuss the test result. The employee  
33 will immediately telephone the MRO when notified that the MRO  
34 is attempting to contact said employee. If, after making all  
35 reasonable efforts, the MRO is unable to contact the employee  
36 directly, the MRO shall contact the program manager. The  
37 employee will be suspended until the matter is resolved, or pending  
38 further School Board action, which may include suspension  
39 without pay or termination.

40  
41 (2) Any employee who questions the results of a required drug test set  
42 forth in this policy may request that a test of the split sample be  
43 conducted within 72 hours of being notified by the MRO. The  
44 Superintendent will not recommend further job action to the  
45 School Board against the employee, including suspension without  
46 pay and/or any other permitted action under this policy during this  
47 72-hour period, and if a split sample test is timely requested,



1 during such period of time reasonably necessary for the test results  
2 to be obtained from the testing lab. This test may be conducted at  
3 the same or different testing laboratory, as long as that laboratory is  
4 a United States Department of Health and Human Services  
5 certified laboratory. The employee shall be responsible for  
6 prepayment of the second test by certified check or money order.  
7 The cost of the second test will be reimbursed to the employee only  
8 if the second test results are negative. If the second portion of the  
9 sample also tests positive, then the employee is subject to the  
10 sanctions of this policy. If the second portion produces a negative  
11 result, or for any reason the second portion is not available, the test  
12 is considered negative and no sanctions are imposed.  
13

14 1.18.6 All employees are asked to acknowledge that they have read the above policy and  
15 agree to abide by it in all respects. By law, this acknowledgment and agreement  
16 are required of each employee as a condition of continued employment.  
17

#### 18 1.19 TOBACCO-FREE WORKPLACE

19

20 1.19.1 All buildings owned or operated by the School Board shall be tobacco-free.  
21 *Amended 6/30/92*  
22

23 1.19.2 Effective July 1, 1991, all new School Board worksites, including buildings and  
24 grounds shall be tobacco free. *Adopted 7/23/91*  
25

26 1.19.3 Effective July 1, 2002, all School Board worksites, including buildings and  
27 grounds shall be tobacco free. *Adopted 6/19/01*  
28

#### 29 1.20 PUBLIC RECORDS *Adopted 7/23/91*

30

31 Public Records means all documents, papers, letters, maps, books, tapes,  
32 photographs, films, sound recordings or other material, regardless of physical  
33 form or characteristics, made or received pursuant to law or ordinance or in  
34 connection with the transaction of official business of any agency.  
35

##### 36 1.20.1 Inspection Procedures

37

38 A. Every person who has custody of a public record shall permit the record to  
39 be inspected and examined by any person desiring to do so, at any  
40 reasonable time, under reasonable conditions, and under supervision by the  
41 custodian of the public record or his designee.  
42

43 B. All public records which are presently provided by law to be confidential  
44 or prohibited from being inspected by the public are exempt from  
45 inspection or duplication.  
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1.20.2 Duplication Fees

- A. When a copy of a public record is requested, the custodian of the record, or his designee, is authorized to furnish a copy of the record. Reproduction of public records is to be done on the School Board premises.
- B. The custodian shall furnish a copy of the public record upon payment of fifteen cents (15¢) per one-sided copy or twenty cents (20¢) for each two-sided duplicated copy of not more than 14" by 8 1/2". For all other copies, the charge shall be the actual cost of duplication, but not less than the above charges. *Amended 7/21/98*
- 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



1 employee of employment opportunities or affect his or her status as an  
2 employee, or otherwise discriminate against any employee with respect to  
3 compensation, terms, conditions, or privileges of employment, on the basis  
4 of the results of an HIV-related test, unless the absence of HIV infection or  
5 AIDS is a bona fide occupational qualification for the job in question.  
6

7 C. The School Board may not require an HIV-related test unless it is  
8 necessary to ascertain whether the employee is able to currently perform  
9 essential duties of the job in a reasonable manner or whether an employee  
10 will present a significant risk of transmitting HIV infection or AIDS to  
11 other persons in the course of normal work activities. The safety of  
12 students and other employees shall be of paramount concern to the School  
13 Board with respect to these issues. However, the test will not be  
14 administered unless there are no reasonable accommodations short of  
15 requiring the test.  
16

17 D. The School Board may take job action against an employee, as permitted  
18 by law, where an employee is unable to perform the essential requirements  
19 of his or her job, with reasonable accommodations, or for refusal to take  
20 an examination or test directed by the School Board.  
21

22 1.22 ZERO TOLERANCE FOR WORKPLACE VIOLENCE *Adopted 6/17/97*  
23

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

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

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

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

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



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

3  
4 Auth. 231.001 & 230.23(5), FS

5  
6 1.23 AFFIRMATIVE ACTION *Adopted 6/28/94*

7  
8 Affirmative Action is a concept which requires an employer to do more than  
9 refrain from discriminatory practices and policies, and to go beyond the  
10 maintenance of policies of passive non-discrimination, by taking positive results-  
11 oriented steps toward the elimination of discriminatory barriers.

12  
13 There is hereby created an Affirmative Action Committee which shall  
14 consist of fifteen (15) members. The members of the Committee shall be  
15 recommended by the Superintendent and appointed by the School Board  
16 and shall serve three (3) years. The following shall apply to the operation  
17 of the Affirmative Action Committee:

18  
19 A. The Affirmative Action Committee is distinguished from the  
20 Equity Committee of the School Board, which investigates  
21 individual complaints, in that the Affirmative Action Committee is  
22 not necessarily comprised solely of employees of the District. The  
23 Affirmative Action Committee shall not have access to materials or  
24 items which are confidential by law.

25  
26 B. Responsibilities of the Affirmative Action Committee shall include  
27 but not be limited to the following:

28  
29 (1) Monitoring all educational programs and employment  
30 opportunities to ensure that they are available to all  
31 individuals with the district who are eligible under the State  
32 of Florida and the School Board of Osceola County,  
33 Florida.

34  
35 (2) Monitoring the hiring of protected classes of employees.

36  
37 (3) Reviewing promotional opportunities for protected class  
38 employees.

39  
40 (4) Reviewing the percentage of disciplinary actions against  
41 protected classes of students and employees.

42  
43 (5) Monitoring the participation of protected classes of students  
44 and parents in school activities and providing motivational  
45 programs to promote increased participation if needed.  
46

- (6) Monitoring the dropout rate among protected classes of students.
- (7) Monitoring academic skills among protected classes of students.
- (8) Reviewing curriculum content to ensure motivation and self-esteem development for protected classes of students.
- (9) Monitoring the providing of programs designed to create awareness of college/vocational opportunities.
- (10) Monitoring retention of teachers among protected classes.
- (11) Monitoring redistricting activities and out-of-zone transfers.

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

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

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

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

The Affirmative Action Committee is purely an advisory body and does not have the authority to commit or obligate the School Board or District in any manner. The Committee serves at the discretion



1 of the School Board and may be modified or dissolved by future  
2 School Board action in accordance with law.

3  
4 E. Implementation *Revised 4/14/92*

5  
6 The Superintendent shall implement the affirmative action policy of this  
7 School Board by all appropriate means, including the following:

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

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

2  
3 It is the intent of the School Board that all District budget resources are to be  
4 distributed on an equitable basis using School Board established formulas to  
5 ensure comparability. In addition, a Title 1 comparability calculation will be done  
6 annually and submitted to the School Board for review and approval.  
7

8 1.25 PUBLIC CONDUCT ON SCHOOL PROPERTY AND THROUGH  
9 COMMUNICATIONS *Adopted 6/15/99*

10  
11 It is the intent of the School Board to promote respect, civility, and orderly  
12 conduct among district employees, parents, and the public. It is not the intent of  
13 the School Board, however, to deprive any person of his or her right to freedom of  
14 expression. The intent of this policy is to maintain, to the greatest extent  
15 reasonably possible, a safe, harassment-free workplace for teachers, students,  
16 administrators, other staff, and parents and other members of the community.  
17

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

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

23  
24 Any individual who:

- 25  
26 (1) Disrupts or threatens to disrupt school or school district  
27 operations;  
28  
29 (2) Threatens to or attempts to do or does physical harm to  
30 school board personnel, students, or other persons lawfully  
31 on a school campus or school board premises;  
32  
33 (3) Threatens the health or safety of students, school board  
34 personnel, or other persons lawfully on a school campus or  
35 school board premises;  
36  
37 (4) Intentionally causes damage to school, school board  
38 property, or property of others lawfully on a school campus  
39 or school board premises;  
40  
41 (5) Uses loud or offensive language; or  
42  
43 (6) Without authorization comes on a school campus or other  
44 school board premises may be directed to leave the school  
45 campus or school board premises by a school's principal or  
46 assistant principal, or in their absence a person who is



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lawfully in charge of the school, or any district level administrator including the Superintendent of schools.

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 offender threatens personal harm, the employee may contact law enforcement.

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

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





# Table of Contents

## Chapter 2

### District Financial Administration

<u>Section</u>	<u>Title</u>	<u>Page</u>
2.1	GOALS .....	2-1
2.2	BUSINESS OPERATIONS .....	2-1
2.3	BUDGETING CONCEPTS AND PROCEDURES.....	2-27
2.4	SALARY SCHEDULE RULES .....	2.28
2.5	GIFTS .....	2-31
2.6	PROMOTIONS AND PUBLIC RELATIONS FUNDING .....	2-34
2.7	USE OF SCHOOL BOARD OWNED OR LEASED VEHICLES .....	2-34
2.8	PAYMENT OF PROFESSIONAL MEMBERSHIP DUES .....	2-35
2.9	INTERNAL ACCOUNTS .....	2-35





1 **2.0 DISTRICT FINANCIAL ADMINISTRATION**

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2.1 GOALS

The Board shall:

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

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

2.2 BUSINESS OPERATIONS

2.2.1 District Financial Records

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

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 Auth. 237.02(1)(a). FS

26  
27 (3) Resolution of Bid Protests *Revised 6/28/94*

28  
29 The School Board hereby adopts the procedure specified in Florida  
30 Statutes, Section 120.57(3) for the resolution of bid protests  
31 subject to the following:

- 32
- 33 (a) The bid tabulation shall be posted at the location where the  
34 bids were opened within a reasonable period of time after  
35 the opening of the bids.
- 36
- 37 (b) The Director of Purchasing or designee shall notify all  
38 bidders that:

39  
40 "Failure to file a protest within the time prescribed in  
41 Section 120.57(3), Florida Statutes shall constitute a waiver  
42 of proceedings under Chapter 120, Florida Statutes."

43  
44 This notice shall be prominently posted in writing at the  
45 place where bid tabulations are posted.



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

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

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

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

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

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

Auth. 120.57(3)(a), FS

(4) Proposals

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

(5) Pool Purchases

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

(6) Property Records

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



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

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

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

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

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

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

21  
22 The purchase of chemicals and the purchase of playground  
23 equipment must be authorized by the Risk and Benefits  
24 Management Department to ensure that proper safety standards are  
25 met. *Amended 6/19/01*

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

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

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

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

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

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

44  
45 If at any time there is reason to believe that conditions in the  
46 District have changed so that the conditions of the most recent  
47 survey have become obsolete and invalid, the School Board may

1 arrange for a new survey and prepare a new priority list in  
2 accordance with the provisions of State Requirements for  
3 Educational Facilities.  
4

5 Auth: SREF, Chapter 3.1.  
6

7 (2) Cooperative Use of Facilities  
8

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

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

26 All facilities established pursuant to this section shall  
27 maximize the use of modular and relocatable units.  
28

29 235.42(9), 235.22, 235.195, F.S.  
30

31 (3) Contract Administration *Adopted 7/2/96*  
32

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

43 (4) Change Orders *Adopted 7/2/96*  
44

45 The School Board may authorize the Superintendent to approve  
46 change orders in the name of the Board where the monetary impact  
47 is less than \$10,000. These approvals are for the purpose of



1 expediting the work in progress and shall be reported to the School  
2 Board and entered in its official minutes. The monetary limit  
3 applies to each issue or matter and an issue or matter may not be  
4 divided into separate issues or matters to avoid the requirement of  
5 School Board approval.

6  
7 (5) Retainage on Construction Projects *Amended 7/2/96*

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

15  
16 H. General Operating Petty Cash Accounts *Amended 6/30/92 & 6/27/95*

17  
18 The Superintendent and each principal and support service administrator  
19 (food services, maintenance, transportation and media center) are  
20 authorized to maintain a petty cash fund not to exceed four hundred dollars  
21 (\$400) each for the purpose of making small expenditures for the  
22 operation of his office. Petty cash funds shall be kept separate from all  
23 other funds. The maximum one time disbursement from petty cash shall  
24 be fifty dollars (\$50). *Amended 6/27/00*

25  
26 The School Board may reimburse the petty cash fund as often as necessary  
27 upon the presentation of receipts equal to the amount of the requested  
28 reimbursement. These funds shall never be used as a loan or advancement  
29 to anyone and shall not be used to cash a personal check. The petty cash  
30 fund shall be replenished at the close of business on the last working day  
31 of the fiscal year.

32  
33 The District Purchasing Manual shall include procedures for the operation  
34 of petty cash accounts.

35  
36 I. Fidelity Bonds

37  
38 Each and every official or other person responsible for handling or  
39 expending school funds or property shall be adequately bonded at all times  
40 in the amount specified in and in accordance with State Board Regulation  
41 6A-1.692.

42  
43 J. Workers' Compensation

44  
45 All employees of the School Board of Osceola County, Florida are entitled  
46 by law to the benefits of Workers' Compensation, as provided in Chapter  
47 440, Florida Statutes. *Amended 7/23/91*



1  
2 In the event of accidental injury, a Notice of Injury, prepared in accordance  
3 with directions from the Risk Management Department, on forms  
4 provided by that department, shall be filed the first (1st) working day  
5 following the accident by the principal or department head.  
6

7 If an employee has sustained an injury/illness in the course and scope of  
8 his employment and the authorized treating physician has stated in writing  
9 that the employee is able to return to work with restrictions, the Risk  
10 Management Department may assign the employee to light duty. If the  
11 immediate supervisor cannot accommodate the restrictions, the Risk  
12 Management Department will coordinate with the Personnel Department  
13 for placement into one of the Board approved light duty positions with a  
14 salary commensurate with the job assignment. Light duty is a temporary  
15 assignment not to exceed six (6) months. However, in the case of injury  
16 occurring under such circumstances as in the opinion of the School Board  
17 warrants it, an additional light duty assignment may be granted.  
18 *Adopted 7/23/91*  
19

20 An employee who has been assigned a permanent impairment rating shall  
21 receive consideration for open positions within the School District,  
22 provided the employee is qualified for the position. If there are no  
23 positions available for which the employee is qualified, the employee will  
24 be terminated and be eligible for wage loss as required by the workers'  
25 compensation statutes.  
26

27 Auth: 230.22, F.S.  
28

29 Imple: 237.01, 237.02, 237.041, 237.071, 237.081, F.S.; SBE  
30 Regulations 6A-1.02, 6A-1.03, 6A-1.06, and 6A1.08; 230.22(5),  
31 F.S.; 236.084 and 236.035, F.S., and SBE Regulation 6A-1.09;  
32 236.02, F.S.; 237.101, F.S. and SBE Regulation 6A-1.07; SBE  
33 Regulation 6A-1.12, and 230.23(10)(j), F.S.; SBE Regulation  
34 6A-7.42(2)(g)2, and 228.195, F.S.; SBE Regulation 6A-1.13;  
35 SBE Regulations 6A-1.15, 6A-1.29 and 6A1.30, 229.053 and  
36 229.512, F.S.; 236.612, F.S., and SBE Regulations 6A1.301 and  
37 6A-1.34; SBE Regulation 6A1.57; SBE Regulation 6A-1.692,  
38 and 237.191, F.S.; 237.34, F.S. and SBE Regulation 6A1.87 and  
39 6A1.85; 233.46(1), 215.19 and Chapters 230, 235, 274, and 440,  
40 F.S.  
41

42 K. Reporting Claims or Potential Claims Against the School Board  
43 *Adopted 6/17/97*  
44

45 All employees of the School District shall immediately notify their  
46 administrator or supervisor of all claims made, or potential claims which  
47 may be made, against the School Board of Osceola County, Florida, its



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

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

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

23  
24 The Superintendent shall establish procedures for the implementation of  
25 this policy.

26  
27 Auth. 230.22 & 230.23(10)(1), FS

28  
29 **2.2.3 Investments** *Substitute rule adopted 11/21/00*

30  
31 **A. PURPOSE**

32  
33 The purpose of this policy is to set forth the investment objectives and  
34 parameters for the management of public funds of the School Board of  
35 Osceola County, Florida (hereinafter "Board"). These policies are  
36 designed to ensure the prudent management of public funds, the  
37 availability of operating and capital funds when needed, and an investment  
38 return competitive with comparable funds and financial market indices.

39  
40 **B. SCOPE**

41  
42 In accordance with Section 218.415, Florida Statutes, this investment  
43 policy applies to all cash and investments held or controlled by the Board  
44 with the exception of Pension Funds and funds related to the issuance of  
45 debt where there are other existing policies or indentures in effect for such  
46 funds. Funds held by state agencies (e.g., Department of Education) are  
47 not subject to the provisions of this policy.



1  
2 C. INVESTMENT OBJECTIVES  
3

4 (1) Safety of Principal  
5

6 The foremost objective of this investment program is the safety of  
7 the principal of those funds within the portfolios. Investment  
8 transactions shall seek to keep capital losses at a minimum,  
9 whether they are from securities defaults or erosion of market  
10 value. To attain this objective, diversification is required in order  
11 that potential losses on individual securities do not exceed the  
12 income generated from the remainder of the portfolio.  
13

14 (2) Maintenance of Liquidity  
15

16 The portfolios shall be managed in such a manner that funds are  
17 available to meet reasonably anticipated cash flow requirements in  
18 an orderly manner. Periodical cash flow analyses will be  
19 completed in order to ensure that the portfolios are positioned to  
20 provide sufficient liquidity.  
21

22 (3) Return on Investment  
23

24 Investment portfolios shall be designed with the objective of  
25 attaining a market rate of return throughout budgetary and  
26 economic cycles, taking into account the investment risk  
27 constraints and liquidity needs. Return on investment is of least  
28 importance compared to the safety and liquidity objectives  
29 described above. The core of investments is limited to relatively  
30 low risk securities in anticipation of earning a fair return relative to  
31 the risk being assumed.  
32

33 D. DELEGATION OF AUTHORITY  
34

35 The responsibility for providing oversight and direction in regard to the  
36 management of the investment program resides with the Board's Assistant  
37 Superintendent for Business and Fiscal Services (hereinafter the "Assistant  
38 Superintendent"). The daily management responsibility for all Board  
39 funds in the investment program and investment transactions is delegated  
40 to the Coordinator of Accounting and Audit. The Assistant Superintendent  
41 shall establish written procedures for the operation of the investment  
42 portfolio and a system of internal accounting and administrative controls  
43 to regulate the activities of employees. The Board may employ an  
44 Investment Manager to assist in managing some of the Board's portfolios.  
45 Such Investment Manager must be registered under the Investment  
46 Advisors Act of 1940.  
47



1 E. STANDARDS OF PRUDENCE  
2

3 The standard of prudence to be used by investment officials shall be the  
4 "Prudent Person" standard and shall be applied in the context of managing  
5 the overall investment program. Investment officers acting in accordance  
6 with written procedures and this investment policy and exercising due  
7 diligence shall be relieved of personal responsibility for an individual  
8 security's credit risk or market price changes, provided deviations from  
9 expectation are reported to the Assistant Superintendent in a timely  
10 fashion and the liquidity and the sale of securities are carried out in  
11 accordance with the terms of this policy. The "Prudent Person" rule states  
12 the following:

13  
14 Investments shall be made with judgment and care, under  
15 circumstances then prevailing, which persons of prudence,  
16 discretion and intelligence exercise in the management of  
17 their own affairs, not for speculation, but for investment,  
18 considering the probable safety of their capital as well as  
19 the probable income to be derived from the investment.  
20

21 While the standard of prudence to be used by investment officials who are  
22 officers or employees is the "Prudent Person" standard, any person or firm  
23 hired or retained to invest, monitor, or advise concerning these assets shall  
24 be held to the higher standard of "Prudent Expert". The standard shall be  
25 that in investing and reinvesting moneys and in acquiring, retaining,  
26 managing, and disposing of investments of these funds, the contractor  
27 shall exercise: the judgment, care, skill, prudence, and diligence under the  
28 circumstances then prevailing, which persons of prudence, discretion, and  
29 intelligence, acting in a like capacity and familiar with such matters would  
30 use in the conduct of an enterprise of like character and with like aims by  
31 diversifying the investments of the funds, so as to minimize the risk,  
32 considering the probable income as well as the probable safety of their  
33 capital.  
34

35 F. ETHICS AND CONFLICTS OF INTEREST  
36

37 Employees involved in the investment process shall refrain from personal  
38 business activity that could conflict with proper execution of the  
39 investment program, or which could impair their ability to make impartial  
40 investment decisions. Also, employees involved in the investment process  
41 shall disclose to the Superintendent any material financial interests in  
42 financial institutions that conduct business with the Board, and they shall  
43 further disclose any material personal financial/investment positions that  
44 could be related to the performance of the Board's investment program.  
45



1 G. INTERNAL CONTROLS AND INVESTMENT PROCEDURES  
2

3 The Assistant Superintendent shall establish a system of internal controls  
4 and operational procedures that are in writing and made a part of the  
5 Board's operational procedures. The internal controls should be designed  
6 to prevent losses of funds, which might arise from fraud, employee error,  
7 and misrepresentation, by third parties, or imprudent actions by  
8 employees. The written procedures should include reference to  
9 safekeeping, repurchase agreements, separation of transaction authority  
10 from accounting and recordkeeping, wire transfer agreements, banking  
11 service contracts and collateral/depository agreements. No person may  
12 engage in an investment transaction except as authorized under the terms  
13 of this policy.  
14

15 Independent Audit as a normal part of the annual financial audit to the  
16 Board shall conduct a review of the system of internal controls to ensure  
17 compliance with policies and procedures.  
18

19 H. CONTINUING EDUCATION  
20

21 The Assistant Superintendent, the Coordinator of Accounting and Audit,  
22 and other appropriate staff shall annually complete 8 hours of continuing  
23 education in subjects or courses of study related to investment practices  
24 and products.  
25

26 I. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS  
27

28 Authorized Board staff and Investment Advisors shall only purchase  
29 securities from financial institutions, which are qualified as public  
30 depositories by the Treasurer of the State of Florida, institutions  
31 designated as "Primary Securities Dealers" by the Federal Reserve Bank of  
32 New York or from direct issuers of commercial paper and bankers'  
33 acceptances.  
34

35 Authorized Board staff and Investment Advisors shall only enter into  
36 repurchase agreements with financial institutions that are state qualified  
37 public depositories and primary securities dealers as designated by the  
38 Federal Reserve Bank of New York.  
39

40 J. MATURITY AND LIQUIDITY REQUIREMENTS  
41

42 To the extent possible, an attempt will be made to match investment  
43 maturities with known cash needs and anticipated cash flow requirements.  
44 Investments of current operating funds shall have maturities of no longer  
45 than twenty-four (24) months.  
46



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

6  
7 The maturities of the underlying securities of a repurchase agreement will  
8 follow the requirements of the Master Repurchase Agreement.

9  
10 K. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

11  
12 (1) After the Coordinator of Accounting and Audit or the Investment  
13 Advisor has determined the approximate maturity date based on  
14 cash flow needs and market conditions and has analyzed and  
15 selected one or more optimal types of investments, a minimum of  
16 three (3) qualified banks and/or approved broker/dealers must be  
17 contacted and asked to provide bids/offers on securities in  
18 questions. Bids will be held in confidence until the bid deemed to  
19 best meet the investment objectives is determined and selected.  
20 Internal Funds may purchase certificates of deposit from depository  
21 banks on a non- competitive basis.

22  
23 However, if obtaining bids/offers are not feasible and appropriate,  
24 securities may be purchased utilizing the comparison to current  
25 market price method on an exception basis. Acceptable current  
26 market price providers include, but are not limited to:

- 27  
28 a. Telerate Information System  
29  
30 b. Bloomberg Information Systems  
31  
32 c. Wall Street Journal or a comparable nationally recognized  
33 financial publication providing daily market pricing  
34  
35 d. Daily market pricing provided by the Board’s custodian or  
36 their correspondent institutions

37  
38 (2) The Coordinator of Accounting and Audit or the Investment  
39 Advisor shall utilize the competitive bid process to select the  
40 securities to be purchased or sold. Selection by comparison to a  
41 current market price, as indicated above, shall only be utilized  
42 when, in judgment of the Coordinator of Accounting and Audit or  
43 the Investment Advisor, competitive bidding would inhibit the  
44 selection process.  
45

1 Examples of when this method may be used include:  
2

- 3 a. When time constraints due to unusual circumstances  
4 preclude the use of the competitive bidding process  
5
- 6 b. When no active market exists for the issue being traded due  
7 to the age or depth of the issue  
8
- 9 c. When a security is unique to a single dealer, for example, a  
10 private placement  
11
- 12 d. When the transaction involves new issues or issues in the  
13 “when issued” market  
14

- 15 (3) Overnight sweep instruments including repurchase agreements and  
16 money markets will not be bid, but may be placed with the Board’s  
17 depository bank relating to the demand account for which the  
18 investment was purchased.  
19

## 20 L. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION 21

22 Investments should be made subject to the cash flow needs, such cash  
23 flows are subject to revisions as market conditions, and the Board’s needs  
24 change. However, when the invested funds are needed in whole or in part  
25 for the purpose originally intended or for more optimal investments, the  
26 Coordinator of Accounting and Audit may sell the investment at the then-  
27 prevailing market price and place the proceeds into the proper account at  
28 the Board’s custodian.  
29

30 The following are the investment requirements and allocation limits on  
31 security types, issuers, and maturities as established by the Board. The  
32 Assistant Superintendent or the Coordinator of Accounting and Audit shall  
33 have the option to further restrict investment percentages from time to  
34 time based on market conditions, risk, and diversification investment  
35 strategies. The percentage allocations requirements for investment types  
36 and issuers are calculated based on the original cost of each investment.  
37 Investments not listed in this policy are prohibited. Internal Funds are  
38 exempt from the maturity and asset allocation requirements.  
39

- 40 (1) The Florida Local Government Surplus Funds Trust Fund (“SBA”)  
41

- 42 a. Investment Authorization  
43

44 The Coordinator of Accounting and Audit may invest in the  
45 SBA.  
46



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b. Portfolio Composition

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

(2) United States Government Securities

a. Purchase Authorization

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

- Cash Management Bills
- Treasury Securities – State and Local Government Series (“SLGS”)
- Treasury Bills
- Treasury Notes
- Treasury Bonds
- Treasury Strips

b. Portfolio Composition

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

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:

1 United States Export – Import Bank  
2 -Direct obligations or fully guaranteed  
3 certificates of beneficial ownership  
4 Farmer Home Administration  
5 -Certificates of beneficial ownership  
6 Federal Financing Bank  
7 -Discount notes, notes and bonds  
8 Federal Housing Administration Debentures  
9 General Services Administration  
10 United States Maritime Administration Guaranteed  
11 -Title XI Financing  
12 New Communities Debentures  
13 -United States Government guaranteed  
14 debentures  
15 United States Public Housing Notes and Bonds  
16 -United States Government guaranteed  
17 public housing notes and bonds  
18 United States Department of Housing and Urban  
19 Development  
20 -Project notes and local authority bonds  
21

22 b. Portfolio Composition

23  
24 A maximum of 50% of available funds may be invested in  
25 United States Government agencies.  
26

27 c. Limits on Individual Issuers

28  
29 A maximum of 25% of available funds may be invested in  
30 individual United States Government agencies.  
31

32 d. Maturity Limitations

33  
34 The maximum length to maturity for an investment in any  
35 United States Government agency security is five (5) years  
36 from the date of purchase.  
37

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

40  
41 a. Purchase Authorization

42  
43 The Coordinator of Accounting and Audit may invest in  
44 bonds, debentures, notes or callables issued or guaranteed  
45 by United States Government sponsored agencies (Federal  
46 Instrumentalities) which are non-full faith and credit  
47 agencies limited to the following:



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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

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

b. Portfolio Composition

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

c. Limits on Individual Issuers

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

- 1  
2 d. The maximum maturity on any certificate shall be no  
3 greater than one (1) year from the date of purchase.  
4

5 (6) Repurchase Agreements  
6

7 a. Purchase Authorization  
8

- 9 1. The Coordinator of Accounting and Audit may  
10 invest in repurchase agreements composed of only  
11 those investments based on the requirements set  
12 forth by the Board's Master Repurchase Agreement.  
13 All firms are required to sign the Master Repurchase  
14 Agreement prior to the execution of a repurchase  
15 agreement transaction.  
16  
17 2. A third party custodian with whom the Board has a  
18 current custodial agreement shall hold the collateral  
19 for all repurchase agreements with a term longer  
20 than one (1) business day. A clearly marked receipt  
21 that shows evidence of ownership must be supplied  
22 to the Coordinator of Accounting and Audit and  
23 retained.  
24  
25 3. Securities authorized for collateral are negotiable  
26 direct obligations of the United States Government,  
27 Government Agencies, and Federal  
28 Instrumentalities with maturities under five (5)  
29 years and must have a market value for the principal  
30 and accrued interest of 102 percent of the value and  
31 for the term of the repurchase agreement. Excluded  
32 from this requirement are one (1) business day  
33 agreements and overnight sweep agreements, which  
34 will be in accordance with the terms of the Master  
35 Repurchase Agreement. Immaterial short-term  
36 deviations from 102 percent requirement are  
37 permissible only upon the approval of the  
38 Coordinator of Accounting and Audit  
39

40 (b) Portfolio Composition  
41

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

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 of purchase, the short-term paper is rated, at a

1 minimum, "P-1" by Moody's Investors Services and "A-1"  
2 Standard & Poor's.

3  
4 b. Portfolio Composition

5  
6 A maximum of 35% of available funds may be directly  
7 invested in Bankers' acceptances

8  
9 c. Limits on Individual Issuers

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

13  
14 d. Maturity Limitations

15  
16 The maximum length to maturity for Bankers' acceptances  
17 shall be 180 days from the date of purchase.

18  
19 (9) Registered Investment Companies (Money Market Funds)

20  
21 a. Investment Authorization

22  
23 The Coordinator of Accounting and Audit may invest in  
24 shares in open-end and no-load money market funds  
25 provided such funds are registered under the Federal  
26 Investment Company Act of 1940 and operated in  
27 accordance with 17 C.F.R. § 270.2a-7, which stipulates that  
28 money market funds must have an average weighted  
29 maturity of 90 days or less. In addition, the share value of  
30 the money market funds must equal to \$1.00.

31  
32 b. Portfolio Composition

33  
34 A maximum of 50% of available funds may be invested in  
35 money market funds.

36  
37 c. Limits of Individual Issuers

38  
39 A maximum of 25% of available funds may be invested  
40 with any one money market fund.

41  
42 d. Rating Requirements

43  
44 The mutual funds shall be rated "AAm" or "AAm-G" or  
45 better by Standard & Poor's, or the equivalent by another  
46 rating agency.



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

O. REPORTING

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

- 1 (1) A listing of individual securities held at the end of the reporting  
2 period
- 3
- 4 (2) Percentage of available funds represented by each investment type
- 5
- 6 (3) Coupon, discount or earning rate
- 7
- 8 (4) Average life or duration and final maturity of all investments
- 9
- 10 (5) Par value, and market value
- 11

12 On an annual basis, the Assistant Superintendent shall prepare and submit  
13 to the Board a written report on all invested funds. The annual report shall  
14 provide all, but not limited to, the following: a complete list of all invested  
15 funds, name or type of security in which the funds are invested, the  
16 amount invested, the maturity date, earned income, the book value, the  
17 market value and the yield on each investment.

18  
19 The annual report will show performance on both a book value and total  
20 rate of return basis and will compare the results to the above-stated  
21 performance benchmarks. All investments shall be reported at fair value  
22 per GASB standards. Investment reports shall be available to the public.  
23

24 P. THIRD-PARTY CUSTODIAL AGREEMENTS

- 25
- 26 (1) Securities, with the exception of certificates of deposits, shall be  
27 held with a third party custodian; and all securities purchased by,  
28 and all collateral obtained by, the Board should be properly  
29 designated as an asset of the Board. The securities must be held in  
30 an account separate and apart from the assets of the financial  
31 institution. A third party custodian is defined as any bank  
32 depository chartered by the Federal Government, the State of  
33 Florida, or any other state or territory of the United States which  
34 has a branch or principal place of business in the State of Florida as  
35 defined in Section 658.12, Florida Statutes, or by a national  
36 association organized and existing under the laws of the United  
37 States which is authorized to accept and execute trusts and which is  
38 doing business in the State of Florida. Certificates of deposits will  
39 be placed in the provider's safekeeping department for the term of  
40 the deposit.
- 41
- 42 (2) The custodian shall accept transaction instructions only from those  
43 persons who have been duly authorized by the Assistant  
44 Superintendent and which authorization has been provided, in  
45 writing, to the custodian. No withdrawal of securities, in whole or  
46 in part, shall be made from safekeeping, shall be permitted unless  
47 by such a duly authorized person.



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(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.

Impl. Sec. 218.415 F.S.

2.3 BUDGETING CONCEPTS AND PROCEDURES

2.3.1 Concept

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

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

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

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



1 2.3.2 Budget Review Committee

2  
3 A Budget Review Committee shall be appointed by the Superintendent to serve at  
4 his discretion for the purpose of developing and reviewing the District School  
5 Budget.

6  
7 Auth: 230.22, F.S. Imple: 236.02 and 236.081, F.S.

8  
9 2.3.3 School and Department Budgets

10  
11 The Budget Review Committee shall develop an allocation formula for allocating  
12 funds to the schools and departments for development of their operational  
13 budgets. The formula and allocations shall be approved by the Superintendent  
14 prior to being released to school and department heads.

15  
16 In the event the fund balance of the District operational fund is sufficient to ensure  
17 an adequate budget for the succeeding year, the Superintendent may recommend  
18 to the School Board as an additional allocation to school and department budgets  
19 any portion of the school or department's unencumbered balance for the prior  
20 year's operation not to exceed ten percent (10%) of their total budget, excluding  
21 salaries and benefits in the 5,000 and 6,000 functions.

22  
23 Auth: 230.22, F.S. Imple: 236.081 and 237.071, F.S.

24  
25 2.4 SALARY SCHEDULE RULES

26  
27 2.4.1 A. Salary Schedule

- 28  
29 (1) The School Board shall, prior to the beginning of the new  
30 employment period for each school fiscal year, adopt and spread on  
31 its minutes a salary schedule for employees of the District in  
32 accordance with State Board Regulation 6A-1.052. When the  
33 summer school rate is based on an experience factor, then such  
34 factor shall be the same as used to compute said employee's pay  
35 during the immediately preceding ten (10) month period.  
36  
37 (2) The School Board will not expend funds for salary in advance of  
38 services being rendered by the employee. *Adopted 6/17/97*  
39  
40 (3) If an employee is not able to perform services required under a  
41 supplementary personnel agreement or similar agreement because  
42 the employee has been suspended, transferred, or is under  
43 investigation, then, the employee is not entitled to compensation  
44 under that agreement. *Adopted 6/17/97*

45  
46 Auth: 231.001 & 236.02, F.S. Imple: SBE Regulation 6A-1.052  
47



1 B. Salary Corrections

2  
3 Amounts overpaid to employees shall be recovered by deductions from  
4 subsequent salary payments within the same fiscal year that the error is  
5 discovered. The number of subsequent checks to be effected shall be no  
6 greater than the number of checks that contained the error. If an employee  
7 terminates prior to reimbursing the District in full, the remaining balance  
8 due to the School Board shall be deducted from the final check. In the  
9 event that the amount due to the School Board is greater than the final  
10 check, or if the overpayment occurred on a person who is no longer an  
11 employee, recovery shall be by direct reimbursement and shall be due and  
12 payable within thirty (30) days of notice of the amount due.

13  
14 Auth: 230.22, F.S.

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

16  
17 2.4.2 Payroll Periods

18  
19 Payroll period schedules and pay date schedules shall be adopted annually by the  
20 School Board.

21  
22 Auth: 230.22, F.S. Imple: 236.02(4), F.S. and SBE Regulation 6A-1.052

23  
24 2.4.3 Special Retirement Benefits

25  
26 A. Accumulated Sick Leave

27  
28 All personnel eligible to retire as provided by law shall be entitled to  
29 payment for the maximum accumulated sick leave allowed by law.

30  
31 Auth: 230.22 F.S.

32 Imple: 231.40 (2)

33  
34 B. Group Insurance

35  
36 All personnel, upon normal retirement, shall be allowed to remain as  
37 participants in any or all group insurance programs provided by the School  
38 Board. Personnel choosing to remain as participants shall be required to  
39 reimburse the School Board for the premium in advance of due date  
40 according to the schedule of due dates provided by the Superintendent.  
41 When permitted by Law, the School Board may pay so much of this  
42 premium as may from time-to-time be paid for the benefits currently  
43 employed personnel.

44  
45 Auth: 230.22, F.S.

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

1 2.4.4 Deductions

2  
3 No deductions shall be made from the salaries of employees of the School Board  
4 unless such deductions are required by law or are approved in writing by the  
5 employee to be affected. Termination of any deduction must be in writing to the  
6 Payroll Department. Deductions for group hospital insurance shall be limited to  
7 one (1) group insurance company.  
8

9 Auth: 230.22, F.S.

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

12 2.4.5 Casual Labor

13  
14 At certain times it may become necessary or desirable for the Superintendent or  
15 principal of a school to request part-time unit work of school personnel, apart  
16 from their regular duties. Such labor shall be paid for on an hourly pay scale  
17 through the regular payroll account after appropriate deductions are made. A  
18 monthly report shall be made to the District office of such unit work and  
19 reimbursement to the employee made by County warrant after the District has  
20 been reimbursed from the appropriate internal fund.  
21

22 Auth: 230.22, F.S.

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

25 2.4.6 Twelve Month Personnel - Holidays - Vacation

26  
27 Administrative personnel and other personnel who are recommended for twelve  
28 (12) month employment by the Superintendent and approved by the School Board  
29 shall observe only those holidays approved by the School Board. Such employees  
30 may earn annual vacation, however, as specified in the appropriate chapter of the  
31 rules manual relating to that particular employee.  
32

33 Auth: 230.22, F.S.

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

36 2.4.7 Request for Payroll Change

37  
38 Any payroll changes requested by personnel must be made in writing to the  
39 Finance Department by the due date for personnel changes on the School Board  
40 adopted Payroll Date Schedule. Any change received after that date will be  
41 processed on the following payroll.  
42

43 Auth: 230.22, F.S.

44 Imple: SBE Regulation 6A-1.052(3) and 236.02(4), F.S.  
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1 2.4.8 Travel

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A. Authorization for Travel

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

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

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

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

B. Reimbursement

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

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

2.5 GIFTS

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

A. "Gift" means anything accepted by a person or on that person's behalf, whether directly or indirectly, for that person's benefit, and for which equal or greater consideration is not given. The term includes real property, tangible personal property or the use of such property; a preferential rate or term on a transaction which is not available to others similarly situated; forgiveness of a debt; transportation (unless provided by an agency in relation to officially approved governmental business); lodging; parking; food or beverage, including a meal which is consumed at



1 a single sitting or event; dues, fees, and tickets; plants and flowers;  
2 personal services for which a fee is normally charged by the provider; and  
3 any other thing or service having an attributable value. The term "Gift"  
4 does not include salary, benefits, services, fees, gifts, commissions, or  
5 expenses associated primarily with one's employment as an officer or  
6 director of a corporation or organization; campaign contributions or  
7 expenditures pursuant to the election laws; an honorarium or honorarium  
8 expense; an award, plaque, or certificate given in recognition of public,  
9 civic, charitable or professional service; honorary membership in a service  
10 or fraternal organization; and the use of a public facility or public property  
11 made available by a governmental agency for public purpose.  
12

13 B. "Lobbyist" means any individual, firm, association, partnership,  
14 corporation or any other such group who, for compensation, seeks or  
15 sought during the preceding 12 months, to influence the governmental  
16 decision-making, or to encourage the passage, defeat, or modification of  
17 any proposal or recommendation by the employee or the School Board.  
18

19 C. "Solicitation" and "Acceptance of Gifts".  
20

21 An employee shall not solicit or accept a gift from any lobbyist or person,  
22 natural or corporate, doing business or soliciting business with the School  
23 Board or any public school within the District based upon any  
24 understanding that the vote, official action, or judgment of the employee  
25 would be influenced thereby.  
26

27 An employee is prohibited from accepting a gift with a value equal to or in  
28 excess of \$100.00 from any lobbyist or person, natural or corporate, doing  
29 business or soliciting business with the School Board or any public school  
30 within the District.  
31

32 An employee may accept a gift with a value that is less than \$100.00 from  
33 any lobbyist or person, natural or corporate, doing business or soliciting  
34 business with the School Board or any public school within the District, if  
35 it is reported in writing to the Superintendent and reported to the  
36 Commission on Ethics as required under Florida law. An employee need  
37 not report a gift in value equal to or less than \$25.00. Gifts or bonuses  
38 which are advertised as accompanying a purchase of goods, materials, or  
39 equipment of any kind and ordered in the name of the school, District,  
40 students or employees of the School Board may be accepted, providing  
41 such gifts or bonuses become and remain the property of the school or the  
42 District.  
43

44 D. This section shall not act to prohibit the acceptance of gifts from those  
45 persons who are not lobbyists or persons, natural or corporate, doing  
46 business or soliciting business with the School Board or any public school  
47 within the District.



1  
2 E. The willful violation of this Rule by any employee shall be cause for  
3 disciplinary action up to and including dismissal.

4  
5 Auth: 231.001, F.S.

6  
7 2.5.2 Gifts to Schools

8  
9 Gifts or property in excess of \$10, which is donated to the District, the School  
10 Board, or any school, must be reported to the Superintendent and accepted by the  
11 School Board. Gifts may be received by the School Board or any public school  
12 within the District from any source, and such gifts may be tendered to any School  
13 Board member or employee for acceptance on behalf of the School Board. Such  
14 gifts shall be acknowledged within three (3) working days of receipt by filing with  
15 the Superintendent a statement upon a form approved by the School Board,  
16 indicating the name and address of the donor, a description of the gift, the value of  
17 the gift as agreed to by donor and recipient, the name of the recipient, and the date  
18 and place of receipt. The gift shall then be entered upon the inventory list of the  
19 District and shall become the property of the School Board, or, if cash, shall be  
20 deposited in the appropriate fund. The word "gift" as used herein, includes any  
21 bonus, rebate, refund, gratuity or personal property. The Superintendent shall  
22 transmit all gift reports received to the School Board at the next regular Board  
23 meeting.

24  
25 The willful violation of this rule by an employee shall be cause for suspension or  
26 dismissal.

27  
28 Gifts in the form of chemicals for Science Labs or Art Classrooms and playground  
29 equipment must be reported to the Risk Management Department to ensure that  
30 proper safety standards are met. *Adopted 7/23/91*

31  
32 Auth: 230.22, F.S.

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

34  
35 2.5.3 Purchase of Awards and Gifts with Budgetary Funds *Amended 6/30/92*

36  
37 The Superintendent may authorize the expenditure of budgetary funds to provide  
38 non-monetary awards such as, but not limited to, plaques, certificates, medals and  
39 ribbons of recognition for outstanding and meritorious service to district  
40 employees, students, school volunteers, or advisors/committee members.  
41 Expenditures for such awards shall not exceed one hundred dollars (\$100.00) per  
42 award unless approved by the School Board in advance. *Amended 6/16/98*

43  
44 Auth: 230.22(2), F.S.

45 Imple: 230.23(5)(g)

46

1 2.5.4 Monetary Awards *Adopted 6/30/92*

2  
3 The School Board may authorize monetary awards to persons who propose  
4 procedures or ideas which are adopted by the School Board and which result in  
5 eliminating or reducing School Board expenditures or improve district or school  
6 center operations. No award granted under the provisions of this rule shall exceed  
7 \$1000 or ten (10%) percent of the first year's gross savings, whichever is less.  
8

9 Auth: 230.22920, F.S.

10 Imple: 230.23(5)(g)

11  
12 2.6 PROMOTIONS AND PUBLIC RELATIONS FUNDING

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

14  
15 A. Schools are authorized to spend internal account funds generated by  
16 auxiliary enterprise(s) and undesignated gifts on promotions and public  
17 relations as defined in State Board Regulations. Such funds generated by  
18 students can only be disbursed for activities involving students or their  
19 parents.  
20

21 School internal account funds may not be spent on the hospitality of  
22 business guests.  
23

24 B. The Superintendent is authorized to expend funds derived from auxiliary  
25 enterprises and undesignated gifts for promotions, public relations and  
26 hospitality of business guests provided that the purpose of the expenditure  
27 is to directly benefit the District or be in the best interest of the District.  
28 Expenditures for promotion and public relations include, but are not  
29 limited to, those activities in the State Board Rules.  
30

31 Disbursements for the hospitality of business guests cannot exceed the  
32 limits found in State Board Rules.  
33

34 Auth: 230.23 & 237:046, F.S

35  
36 2.7 USE OF SCHOOL BOARD OWNED OR LEASED VEHICLES

37 *Amended 7/2/96*

38  
39 Use of School Board owned or leased vehicles by employees for personal  
40 purposes is not permitted. Use of any such vehicle, except school buses, for  
41 commuting between an employee's residence and post of duty is specifically  
42 prohibited. Exceptions to this rule must be approved by the Superintendent.  
43

44 Auth: 230.22(2)F.S.  
45



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2.8 PAYMENT OF PROFESSIONAL MEMBERSHIP DUES

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

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

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

2.9 INTERNAL ACCOUNTS

2.9.1 Principles

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

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

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

All such organizations will maintain their financial records on the same fiscal year as the School District. Annual Reports will be filed with the



1 Board in the format prescribed by the Accounting Department by the due  
2 date for the District's Annual Financial Report established in State Board  
3 Rules.  
4

5 School-related organizations may not make payments directly to Board  
6 employees for services covered by School Board-approved salary  
7 schedules. Any such payments must be processed through the District's  
8 payroll system and be in accordance with rules of the School Board. No  
9 payments may be made in excess of the School Board-approved salary  
10 schedule.  
11

12 No school-related organization may solicit funds in a manner implying  
13 that such funds will become property of the school unless such funds are  
14 deposited directly in internal accounts.  
15

16 No school-related organization may utilize students in door-to-door sales  
17 or solicitations. School-related organizations may not solicit contributions  
18 from the general public through the mail.  
19

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

24 A maximum of one fund raising activity per semester by school-related  
25 organizations may be permitted on campus during the student day. Use of  
26 school facilities requires the recommendation of the Superintendent and  
27 Principal, and approval of the School Board as prescribed in School Board  
28 Rule 3.12.A.2.  
29

30 The Principal may veto activities of school-related organizations that are  
31 in conflict with the school program or detrimental to the reputation of the  
32 school.  
33

34 Failure to comply with these rules will disqualify the organization from  
35 using the school name, from using any school facility, and from making  
36 any contribution, in kind or monetary, to the District or any school or  
37 school organization.  
38

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



1 any funds that are handled by school personnel will be deposited in  
2 internal accounts.

3  
4 Common consumable supply items, including those for music and  
5 athletics, will be stocked in the school store and not sold by teachers or  
6 outside vendors on campus.

7  
8 External organizations shall not make payments to School Board  
9 employees for services compensated by the School Board.

10  
11 D. Direct Support Organizations At the request of the organization, and with  
12 the approval of the Principal or Director in charge, direct support  
13 organizations authorized by Section 237.40, F.S., may have all financial  
14 transactions accounted for in internal funds.

15  
16 E. Faculty and staff funds will be accounted for in internal funds.

17  
18 F. The hierarchy of authority governing internal accounts is as follows:

19  
20 Florida Statutes  
21 State Board of Education Rules  
22 Red Book Chapter 7  
23 School Board Rules  
24 Superintendent's Procedural Directives  
25 Accounting Procedural Memoranda

26  
27 (1) The Superintendent is authorized to issue Procedural Directives as  
28 necessary to ensure uniformity and control over internal accounts.

29  
30 (2) The Accounting Department is authorized to issue Accounting  
31 Procedural Memoranda prescribing forms and procedures for  
32 recording and documenting transactions. Forms will be approved  
33 by the District Forms Control Committee.

34  
35 (3) All persons involved with internal accounting shall be governed by  
36 directives issued by the Superintendent and Accounting  
37 Department.

38  
39 (4) In interpreting rules, each higher level will prevail over all lower  
40 levels. No higher level restriction may be removed by a lower  
41 level rule. In the absence of other conflict, the most restrictive rule  
42 will apply.

43  
44 G. The Accounting Department will disseminate information relating to  
45 internal accounts at periodic meetings called by the Director of Finance.  
46 The Principal will provide for the bookkeeper, or another representative if  
47 the bookkeeper is absent, to attend such meetings.



- 1  
2 H. The Principal is responsible for achieving compliance with internal  
3 account rules at his facility. He is authorized and required to approve all  
4 internal account activities. He is responsible for maintaining financial  
5 records in compliance with established accounting procedures that provide  
6 adequate explanation of the source and disposition of all funds.  
7  
8 I. Budget School organizations with funds in internal accounts will submit  
9 budgets for approval by the Principal on forms approved by the School  
10 Board. Budgets will be submitted within thirty days of the opening of  
11 school or establishment of the organization. These will become part of the  
12 official records of the school and will be retained for audit. Budgets are  
13 not required for trust accounts. Principals may require additional  
14 information or detail in excess of that which is included on District forms.  
15  
16 J. Funds collected from students shall, insofar as is possible, be spent to  
17 benefit those students currently in school from whom the funds were  
18 collected and for the purpose collected.  
19  
20 K. Funds generated by students will not be diverted for the benefit of  
21 sponsors or other non-students. Nonessential travel by non-students, non-  
22 student banquets costing in excess of twice the Class C meal allowance,  
23 and purchases of alcoholic beverages are examples violating this principle.  
24  
25 L. Fees Public schools are required to provide free education for grades K-  
26 12. No fees may be charged any student for participation in the required  
27 thirteen years of basic instruction. Booster clubs or other external  
28 organizations may not charge fees in violation of this rule. This rule does  
29 not prohibit charging students for destruction of school property or  
30 extraordinary wear and tear.  
31

### 32 2.9.2 General Practices

33

- 34 A. Purchase orders All purchases from internal funds will be based on  
35 purchase orders approved by the Principal. The Principal may authorize  
36 an Assistant Principal (or equivalent administrator) to sign internal  
37 accounts purchase orders when he is away from the school. Signature  
38 authorizations will be on forms prescribed by the Accounting Department.  
39  
40 B. The collection of money from students will be kept to a minimum to  
41 control accounting requirements and in order that teachers may devote the  
42 maximum amount of time to assigned instructional duties.  
43  
44 C. No school organization shall incur expenditures in excess of the cash  
45 resources available to that organization. Items may be purchased for  
46 resale, however, when the cost is to be paid from proceeds of the sale even  
47 though sufficient cash is not on hand to pay for the items when they are



1 received. An expenditure occurs at the time goods are received, regardless  
2 of the date paid.

- 3  
4 D. Internal accounts may not be obligated under notes, installment purchase  
5 contracts, or capital lease arrangements except in emergency situations  
6 approved by the School Board.

7  
8 2.9.3 Standards, Practices and Procedures

9  
10 2.9.3.1 Control of Cash Resources

11 CHECK SIGNATURES

- 12  
13  
14 A. All disbursements except petty cash shall be by check. Checks shall be  
15 signed by the Principal and another responsible member of the staff as  
16 authorized by the Principal. The Principal may authorize an Assistant  
17 Principal (or equivalent administrator) to sign for him when he is away  
18 from the school. At no time will anyone co-sign a check on which he/she  
19 is payee. Signature authorizations will be on forms prescribed by the  
20 accounting department.

21  
22 CASH COLLECTIONS AND DEPOSITS

- 23  
24 B. Any type of collection of funds from students on campus during normal  
25 school hours must be approved individually, in advance, and in writing by  
26 the Principal.
- 27  
28 C. All funds collected will be turned in to the bookkeeper each day. No funds  
29 will be left in classrooms overnight.
- 30  
31 D. Cash will be collected from school-operated vending machines at least  
32 once each week.
- 33  
34 E. Departmental Receipts Pre-numbered subsidiary (departmental) receipts  
35 will be issued by staff members when cash is collected from students in  
36 accordance with procedures prescribed by the Accounting Department.  
37 These will be issued in all cases where other adequate accounting internal  
38 controls are not in place or if students or parents request a receipt. They  
39 will not be required for collections of \$5.00 or less if individual student  
40 names are listed on a Report of Monies Collected. *Amended 6/16/98*

41  
42 The bookkeeper is responsible for controlling issuance of departmental  
43 receipt books and will maintain a log by receipt numbers showing to  
44 whom issued and when returned. All departmental receipt books will be  
45 returned to the bookkeeper at the end of each fiscal year and retained for  
46 audit.



1 F. Reports of Monies Collected will be prepared by teachers listing  
2 individual student names and departmental receipt numbers for all  
3 collections deposited with the school bookkeeper.  
4

5 G. Official Receipts All funds deposited with the school bookkeeper must be  
6 receipted into the books of record by Official Receipts issued from the  
7 District Warehouse. Receipts must be issued to all individual remitters.  
8 Official Receipts are pre-numbered and must be accounted for by the  
9 bookkeeper. A physical inventory of unused Official Receipts will be  
10 prepared at the end of each fiscal year. Teachers will be instructed through  
11 teacher handbooks and staff meetings to expect an Official Receipt at the  
12 time funds are turned in to the bookkeeper.  
13

14 H. Daily Deposits Cash receipts will be deposited to the bank intact each  
15 day. No deposit is required for the day if total receipts for deposit are less  
16 than \$50.00, except all receipts on hand must be deposited the last  
17 business day of each week.  
18

19 I. The Principal is responsible for sending a report to the Accounting  
20 Department each month showing that a deposit was made each day with  
21 bank verified deposit slips attached. If no deposit is made, a statement that  
22 no funds were collected or that funds collected totaled less than \$50.00 is  
23 required. *Amended 6/29/93*  
24

25 J. Adequate cross-training shall be provided so other office personnel can  
26 carry out the essential duties of the bookkeeper during periods of absence.  
27 In the event other personnel are not available, the duty to ensure funds are  
28 properly collected and deposited will fall to the Principal.  
29

30 K. The Principal may set up change funds as necessary to support activity  
31 ticket sales and concessions.  
32

33 L. Pre-numbered tickets shall be used at all functions of school organizations  
34 where an admission is charged. All tickets will be controlled by the school  
35 bookkeeper who will maintain an inventory of tickets received, used, and  
36 returned. A physical inventory of unused tickets will be prepared at the  
37 close of each fiscal year.  
38

39 M. Collections for student pictures and school insurance will not be handled  
40 by school personnel and will not be deposited in internal accounts.  
41 Transactions will be handled directly between the parent or student and  
42 vendor.  
43

#### 44 INVESTMENTS

45

46 N. Internal funds which are temporarily idle shall, as required by law, be  
47 invested using any medium of investment legal for public funds, and may  
48 not exceed insurance protection or other legal collateral limits provided for



1 such public funds. If material, interest earned on deposits of classes and  
2 clubs shall be allocated to the appropriate subsidiary accounts. Otherwise,  
3 interest shall be credited to the general fund.  
4

5 2.9.3.2 School Activity Projects  
6

- 7 A. The Principal will assign a sponsor other than the bookkeeper to every  
8 ledger account. An official assignment list will be approved by the  
9 Principal and retained for audit. Separate ledger accounts should be  
10 created for field trips and book orders as needed to show that collections  
11 equal disbursements.  
12
- 13 B. School Store The sale of school supplies within a school shall be  
14 authorized only under the following conditions:  
15
- 16 (1) The Principal shall determine that the sale of school supplies  
17 provides a convenience to students.  
18
  - 19 (2) The supplies sold shall be limited to common, essential supplies  
20 required by students in their regular school duties, except that a  
21 student operated store may be conducted as part of a vocational  
22 program. School T-shirts, hats, and similar items bearing the  
23 school name or insignia may be sold through the store.  
24
  - 25 (3) Any profits derived from such sales shall be utilized by the  
26 sponsoring group with the approval of the Principal, or will be  
27 transferred to the general miscellaneous account.  
28
  - 29 (4) All receipts of the school store shall be deposited in internal  
30 accounts.  
31
  - 32 (5) Year end physical inventories showing item, quantity, and resale  
33 value will be prepared and retained for audit. This inventory will  
34 be used in the yearly accounting for school store activities and  
35 become the opening inventory for the subsequent year.  
36

37 CLASSES, CLUBS, DEPARTMENTS  
38

- 39 C. Graduating classes or other disbanding organizations may designate all or  
40 a portion of their residual funds to a specific project or another internal  
41 account. Otherwise, such balances will be transferred to the General  
42 Miscellaneous account by the end of the following school year.  
43
- 44 D. The Principal must grant approval, in writing, before a school organization  
45 undertakes any project extending beyond the current school year or accepts  
46 a restricted donation to be used over a period of time beyond the year in  
47 which received. Such approval will be retained for audit. These funds

1 will be accounted for in trust accounts. Scholarship funds that may not be  
2 distributed in the current year are an example of this activity.

3  
4 2.9.3.3 Purchasing

5  
6 REQUIREMENTS

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

10  
11 The purchase of chemicals and the purchase of playground equipment by  
12 schools or school related groups must be authorized by the Risk and  
13 Benefits Management Department to ensure that proper safety standards  
14 are met. *Adopted 7/23/91 & Amended 6/19/01*

- 15  
16 B. Contracts will not be for more than one year in duration, and will not bind  
17 the school beyond the ensuing fiscal year.

- 18  
19 C. Notwithstanding the above, the following purchases must be approved by  
20 the Superintendent:

21  
22 (1) Any purchase order in excess of \$3,00. Splitting purchases to meet  
23 this requirement is prohibited. *Amended 6/19/01*

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

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

31  
32 BIDS

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

37  
38 PETTY CASH

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



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

3  
4 Refunds to students up to \$2.00 each may be made from petty cash  
5 provided receipts are obtained from the students and the disbursement is  
6 witnessed by a responsible school employee other than the bookkeeper.  
7 One time petty cash funds may be created for this purpose.

8  
9 Disbursement of petty cash to the petty cash custodian are prohibited.

10  
11 RESTRICTED EXPENDITURES

12  
13 G. Travel Any payment for meals, transportation, conference registration  
14 fees, or lodging, except on student trips as described below, is subject to  
15 this section.

16  
17 District rules pertaining to travel will apply to internal accounts. All travel  
18 reimbursements will be authorized by the Principal in advance. Travel  
19 vouchers will be completed. Limitations on meal reimbursements will  
20 apply. Out of state travel must be approved by the School Board in  
21 advance.

22  
23 Travel expenses will not be paid from internal accounts when other school  
24 board funds are available.

25  
26 Travel expenses will be paid on a reimbursement basis unless paid directly  
27 to a vendor, e.g., hotel or conference sponsor.

28  
29 Reimbursements to employees involving taxable meals will be paid  
30 through the District Payroll System in order to include the reimbursement  
31 in the employee's W-2.

32  
33 Staff expenses for travel not associated with a particular school  
34 organization may be paid only from faculty or staff funds.

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

42  
43 I. Items of equipment or furniture for the school's administrative offices or  
44 faculty areas, including drapes, rugs, desks, chairs, or ornamental items,  
45 may be purchased only from faculty or staff funds.

46



- 1 J. Promotions and public relations Schools are authorized to spend internal  
 2 account funds generated by enterprise activities and undesignated gifts on  
 3 promotions and public relations as defined in State Board Regulations.  
 4 Such funds generated by students shall be limited to activities involving  
 5 students or their parents. School internal accounts may not be spent on  
 6 hospitality of business guests.  
 7
- 8 K. Gifts and awards Awards, plaques, etc., in recognition of outstanding  
 9 performance or service may be purchased for students, employees, and  
 10 others involved in internal account activities subject to the dollar limit for  
 11 such awards purchased from District funds. This rule does not restrict  
 12 scholarships from club or trust accounts or the distribution of money or  
 13 property to students as awards when donated to the school specifically for  
 14 this purpose.  
 15
- 16 L. The number of activity supplements and the remuneration of each shall be  
 17 approved by the School Board. Payments from internal accounts or by  
 18 school related organizations in excess of those approved are prohibited.  
 19

20 **PROPERTY ACQUISITION AND CONTROL**  
 21

- 22 M. Property Dispositions Tangible personal property donated to an internal  
 23 fund for resale may be sold and the proceeds retained in internal accounts.  
 24 The donor's intention must be established in writing. For example, a car  
 25 may be donated to a vocational program for repair or resale. Otherwise,  
 26 all donated and purchased tangible personal property is subject to normal  
 27 rules for disposition administered by the Purchasing Department.  
 28 Proceeds will be deposited to the District's General Fund. In unusual  
 29 circumstances, the School Board may authorize the redeposit of proceeds  
 30 from asset sales to the internal account that purchased the property.  
 31

32 **2.9.3.4 General Standards, Practices, and Procedures**  
 33

34 **REPORTS**  
 35

- 36 A. Reports The Accounting Department is authorized to require reports  
 37 necessary to provide control over internal account operations and prescribe  
 38 the format for such reports.  
 39

40 Major reports and required filing dates are as follows:

41 Principal's Annual Report July 15

42 Monthly Report on Internal  
 43 Accounts, Bank Reconcili-  
 44 ation, Cash Receipts/  
 45 Disbursements Journal 15th  
 46  
 47







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

7  
8 H. Door-to-door sales Elementary and middle school students shall not be  
9 permitted to sell items, or solicit contributions, pledges, or orders door-to-  
10 door for fund raising activities sponsored by the school or by school-  
11 related organizations.

12  
13 I. Charitable Fund Raising Door-to-door fund raising drives or public  
14 solicitations for external organizations such as United Way, March of  
15 Dimes, or Red Cross shall not be conducted by students in Osceola  
16 District Schools. Such organizations are not permitted to organize  
17 students on campus or to distribute literature in schools encouraging  
18 student participation in door-to-door fund raising drives or public  
19 solicitations. The name of the school or any school organization will not  
20 be associated with charitable fund raising by mail, door-to-door, or public  
21 solicitation.

22  
23 With the Principal's approval, schools and school organizations may make  
24 contributions of time, goods, and money to philanthropic, educational, and  
25 charitable causes of interest to the school. Such activities shall not conflict  
26 with the educational program.

27  
28 Fund-raising activities for the benefit of a private individual (e.g., sickness  
29 or financial hardship cases) must be approved by the Principal or other site  
30 administrator. Any fund-raising approved shall be conducted in a  
31 nonintrusive manner, and shall not be conducted during work hours.  
32 *Adopted 6/19/01*

33  
34 J. School buildings, shall not be used during regular school hours for profit  
35 making shows or entertainment sponsored or produced by a person, group,  
36 or organization outside the school system. The use of school buildings  
37 shall be subject to the provisions of School Board Rule 3.12.

38  
39 K. Vending machines which are not fully controlled by the school shall not be  
40 installed or operated on school property where they will be accessible to  
41 students without specific authorization by the School Board. Receipts,  
42 including commissions or rents if operated on that basis, of all vending  
43 machines located on property of the School District will be deposited in  
44 the school's internal accounts. Pay phones are included under this rule.  
45



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

2  
3 Admission fees may be charged for school-sponsored events, such as  
4 athletic competitions, held during the regular school day under the  
5 following conditions:

- 6  
7 1. Attendance is optional and voluntary,  
8  
9 2. Attendance is not required as part of any academic program  
10 or for credit in any class, and  
11  
12 3. Time in attendance for students participating in these  
13 programs shall not be used to meet or reduce FTE contact  
14 hours as mandated by law.  
15

16 SALES OF FOOD AND BEVERAGES

17  
18 M. Sales of food items and beverages in schools is restricted under School  
19 Board Rule 8.7.3.D.

20  
21 Auth: 230.22, F.S.

22 Imple: 237.02(4)(a), F.S.





# Table of Contents

## Chapter 3

### General Operating Rules

<u>Section</u>	<u>Title</u>	<u>Page</u>
3.1	TRANSPORTATION .....	3-1
3.2	INSTRUCTIONAL MATERIALS .....	3-9
3.3	FIRST AID -- FIRST AID EQUIPMENT .....	3-17
3.4	RELEASE OF STUDENT NAMES .....	3-17
3.5	PUPIL CONTROL .....	3-17
3.6	DISMISSAL OF SCHOOL .....	3-17
3.7	CUSTODIAL SERVICES .....	3-18
3.8	ADVERTISING .....	3-18
3.9	BUILDING AND GROUNDS .....	3-18
3.10	LABORATORY SAFETY AUDIT .....	3-19
3.11	SCHOOL OFFICE HOURS .....	3-19
3.12	USE OF SCHOOL BUILDINGS, GROUNDS AND EQUIPMENT .....	3-20
3.13	TRANSPORTING STUDENTS FROM OTHER COUNTIES .....	3-25
3.14	NEPOTISM .....	3-25
3.15	GRIEVANCE PROCEDURE .....	3-26
3.16	CHILDREN OF EMPLOYEES .....	3-28
3.17	CROWD CONTROL AT ATHLETIC EVENTS .....	3-29
3.18	CONTRACTED EDUCATIONAL SERVICES .....	3-30
3.19	HAZARDOUS WORKING CONDITIONS OF MAINTENANCE EMPLOYEES .....	3-30

3.20	TRESPASS UPON FACILITY OR SCHOOL .....	3-33
3.21	DATA NETWORK ACCEPTABLE USE POLICY .....	3-35
3.22	CHARTER SCHOOLS .....	3-37



1    **3.0    GENERAL OPERATING RULES**

2  
3  
4    3.1    TRANSPORTATION

5  
6    3.1.1   Student Transportation

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

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

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

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

47



1 The principal of a school may apply to the Superintendent for use of school buses,  
2 under the following conditions:  
3

4 A. For short activity trips, for the transportation of pupils, teachers and  
5 chaperones, for pupil participation in an activity approved by the  
6 Superintendent.  
7

8 B. For instructional field trips, for the purpose of pupil participation in an  
9 activity directly related to the work of a particular course or program of  
10 instruction, which trip shall not end later than 2:00 p.m., except upon prior  
11 approval of the Superintendent.  
12

13 Expenses for use of school buses for activity, instructional and non-school  
14 organization field trips shall be paid by the sponsoring organizations.  
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 School-sponsored field trips are not permitted during non-student  
47 days, unless directly related to instruction or an ongoing activity of



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

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

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

12  
13 3.1.4 Bus Insurance

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

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

21  
22 3.1.5 Bus Driver Responsibilities

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

- 25  
26 A. Know and observe local and state traffic laws.  
27  
28 B. Pass an annual physical examination and meet the requirements of the  
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 F. Maintain order and discipline on the bus at all times and do not allow  
45 students to bring objects on the bus that would be injurious to other  
46 students such as, sharp objects, large band instruments, or any object that  
47 would block front door or aisles in the bus in case of an emergency.



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- G. Permit a child to leave the bus only at the regular stop except upon written request of a parent and at the discretion of the principal.
- H. Require pupils to move away from the bus immediately upon being discharged, in view of the driver, and require children who leave the bus and cross the highway to cross in front of the bus, under the direction of the driver, only after all approaching traffic has stopped. If an unusual hazard exists, the driver shall conduct the child across the highway.
- I. Post the rules governing the conduct of pupils and the daily schedule in the front of the bus. Routes and bus stops shall not be changed without specific authorization of the Superintendent. Such information may be distributed by the Director of Transportation for the Superintendent.
- J. Supervise emergency evacuation drills at least twice each school year as directed by the school principal.
- K. Use the bus only to transport students to and from school except upon specific direction of the Superintendent, the Director of Transportation or the principal, with the approval of the Superintendent. As per #6A-3.017 (1) #2(K).
- L. Prepare immediately after every accident involving the bus or a school bus passenger an accident report on the required form, to be filed with the Superintendent in duplicate. As per 6A-3.017
- M. Actuate the amber lights at a point approximately two hundred (200) feet from the student stop or at such greater distance as is necessary due to traffic speed and road conditions, as a warning to traffic that the bus is approaching a student passenger stop. When the bus has stopped, before the door is opened, the amber lights shall be deactivated and stop signal arm, supplemented by flashing red lights, shall be displayed as due warning that students are being loaded or unloaded. The bus door shall not be opened to unload students until approaching traffic in the immediate vicinity of the bus has stopped.
- N. Ascertain and ensure that all students are off the bus before filling fuel tank.
- O. Turn on emergency flashers before bringing the bus to a stop at least fifteen (15) feet from the nearest rail of a railroad grade crossing. The Driver shall not proceed across the tracks until after looking carefully in each direction, opening the door and listening for the sound of an approaching train, and determining that it is safe to proceed. The bus door shall be closed before proceeding across the tracks of a railroad. The Driver shall not change gears until bus has cleared tracks. *Amended 6/30/92*



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



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

7 Auth: 230.22, F.S.

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

10 3.1.6 Transportation Grants  
11

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

16 Auth: 230.22, F.S.

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

19 3.1.7 Transportation Hazard Surveys  
20

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

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

35 3.1.8 Transportation of Physically Handicapped Students  
36

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

47 Auth: 229.053(1) Imple: 234.02



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### 3.2 INSTRUCTIONAL MATERIALS

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

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

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

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

Auth: 230.22, F.S.

Imple: 233.43 and 233.46, F.S.

#### 3.2.1 Use of Instructional Materials by Students

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

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

Auth: 230.22, F.S.

Imple: 233.34(3), F.S.



1 3.2.2 Requisition and Purchase of Texts

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

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

7  
8 3.2.3 Sale of Instructional Materials

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

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

28  
29 3.2.4 Copyright

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



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3.2.5 Basic Texts

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

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

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

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

3.2.7 Rules of Selection of Media Center Materials

A. Philosophy of Selection

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

B. Responsibility for Selection of Materials

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

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

1 C. Criteria for Selection of Media Center Materials

- 2
- 3 (1) The process of evaluating materials for inclusion in collections is
- 4 continuous and systematic. It is preferable to examine materials
- 5 before purchasing them; however, this is often impractical if not
- 6 impossible. In such cases, selection is based upon bibliographic
- 7 sources, selected lists, and reviews in reputable professional
- 8 journals and publications.
- 9
- 10 (2) First consideration is given to the needs of the individual school
- 11 based on knowledge of the curriculum, of the existing collection,
- 12 and of the needs of the children. Requests from users
- 13 (administrators, teachers, parents, students) of the collection are
- 14 given high priority. Materials are selected so as to provide a wide
- 15 range of levels of difficulty.
- 16
- 17 (3) Materials for purchase are considered on the basis of overall
- 18 purpose, timelines, importance of the subject matter, quality of
- 19 writing or production, readability and popular appeal,
- 20 authoritativeness, reputation of the author, artist, publisher,
- 21 producer, format, and cost.
- 22
- 23 (4) Special consideration is given to treatment of the following
- 24 elements: religion, ideologies, sex education, sex, profanity, and
- 25 science.
- 26
- 27 a. Religion - Factual unbiased material which represents all
- 28 major religions is included in the collection.
- 29
- 30 b. Ideologies - Factual information on any ideology or
- 31 philosophy which exerts a strong force in society is
- 32 included in the collection.
- 33
- 34 c. Sex Education - Factual information appropriate for the age
- 35 group or related to the school curriculum is included in the
- 36 collection.
- 37
- 38 d. Sex - Pornographic, sensational, or titillating materials are
- 39 not included, but the fact of sexual incidents appearing in
- 40 the materials does not automatically disqualify them.
- 41
- 42 e. Profanity - The fact that profanity appears in material does
- 43 not automatically disqualify a selection. Care is taken to
- 44 exclude materials using profanity in a lewd or detrimental
- 45 manner.
- 46



- 1 f. Science - Factual information about medical and scientific  
2 knowledge is included in the collection without any biased  
3 selection of facts.  
4

5 D. Procedures for Selection

- 6  
7 (1) In selecting materials for purchase, the school library media  
8 specialists shall evaluate the existing collection and consult:  
9  
10 a. Reputable, unbiased, professionally prepared selection aids.  
11  
12 b. Media staff, curriculum consultants, teachers, students, and  
13 community representatives.  
14  
15 c. The media committee appointed by the principal to serve in  
16 an advisory capacity in the selection of materials.  
17  
18 (2) In determining materials to be purchased, library media specialists  
19 follow these procedures:  
20  
21 a. Multiple items of outstanding and frequently used materials  
22 are purchased as needed.  
23  
24 b. Worn and missing basic items are replaced periodically.  
25  
26 c. Out-of-date or no longer useful materials are withdrawn  
27 from the collection and replaced by new and appropriate  
28 materials.  
29  
30 d. Sets of materials and subscription materials are examined  
31 carefully, and are purchased only to fill a definite need.  
32  
33 (3) Further detailed criteria are listed in the Media Manual for Osceola  
34 District Schools.

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

36  
37  
38 Recognizing that the final decision for Instructional and Library Material  
39 rests with the School Board, the School Board adopts the following policy  
40 for challenges to Instructional and Library Material.  
41

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

1 sufficient. The Principal will forward a copy of the petition to the  
2 Superintendent.

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



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

Auth: 233.34(3)

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

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

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



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

3  
4 3.3 FIRST AID -- FIRST AID EQUIPMENT

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

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

13  
14 Auth: 230.22, F.S.  
15 Imple: 402.32(5), F.S.

16  
17 3.4 RELEASE OF STUDENT NAMES *Amended 7/23/92*

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

24  
25 Auth: 230.22, F.S.  
26 Imple: 232.23, F.S.

27  
28 3.5 PUPIL CONTROL

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

35  
36 Auth: 230.22, F.S.  
37 Imple: 232.25, F.S.

38  
39 3.6 DISMISSAL OF SCHOOL

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

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

2  
3 (2) Attendance at athletic events during class hours.

4  
5 Auth: 230.22, F.S. Imple: 232.02 and 230.33(6), F.S.

6  
7 3.7 CUSTODIAL SERVICES

8  
9 The custodial manager is directly responsible to the Principal. The  
10 custodial staff report to the custodial manager and they are responsible to  
11 the Principal. The duties of all the custodians are contained in the job  
12 descriptions to be found in the Job Description Handbook. *Amended*  
13 *6/29/93 & 6/28/94*

14  
15 Auth: 230.22, F.S. Imple: 230.23(5), F.S.

16  
17 3.8 ADVERTISING

18  
19 No materials from outside of school sources may be distributed to homes through  
20 pupils without prior approval of the Superintendent. Advertising materials may  
21 be accepted for classroom and school purposes provided that they:

- 22  
23 A. Are of the type teachers need for instructional purposes.  
24  
25 B. Are provided without cost to the District, school, teacher, or student.  
26  
27 C. Contain a minimum amount of commercial advertising.  
28  
29 D. Are not of a sectarian nature.  
30  
31 E. Fulfill a legitimate purpose of the school curriculum.  
32  
33 F. Do not prominently display a selfish or private purpose of the sponsor.  
34  
35 G. Do not have a blatant advertising feature.  
36  
37 H. Do not violate the attitudes which are recognized as ideals of the school  
38 system or of our society.

39  
40 Auth: 230.22, F.S. Imple: 233.43, F.S.

41  
42 3.9 BUILDINGS AND GROUNDS

- 43  
44 A. The principal of each school shall be responsible for the care,  
45 maintenance, and use of school buildings and grounds and shall supervise  
46 the custodial staff of the school in providing an adequate program of  
47 proper care and maintenance.  
48



- 1 B. Maintenance or repairs which cannot be handled by the school custodial  
2 staff shall be reported to the Superintendent and shall become the  
3 responsibility of the District Maintenance Department. *Amended*  
4 *9/17/91*
- 5
- 6 C. The School Board shall condemn and prohibit the use for public school  
7 purposes of any building which can be shown for sanitary or other reasons  
8 to be no longer suitable for such use and when any building is condemned  
9 by any state or other government agency as authorized in chapter 235, see  
10 that is it no longer used for school purposes. *Amended 9/17/91*
- 11
- 12 D. The principal shall make recommendations regarding needed repairs to or  
13 renovations of school buildings to the Superintendent at such time as they  
14 are needed.
- 15
- 16 E. All projects that require remodeling, new construction or any  
17 alterations to facilities in the District shall be placed under the  
18 direction of the Director of Facilities. *Amended 6/30/92 & 6/28/94*
- 19
- 20 F. It shall be the responsibility of the principal of each school to provide for  
21 the display of the United States Flag and the official flag of Florida on the  
22 school grounds, in compliance with 228.101 and 256.032 F.S., except in  
23 inclement weather. The flags shall also be displayed indoors at all times  
24 when functions are being held in the auditorium, cafeteria, lunchroom,  
25 multipurpose room, or gymnasium in accordance with 256.11, F.S.

26  
27 Auth: 230.22, F.S. Imple: 230.23(9)(c), 231.085(5) and 235.01, F.S.

28  
29 3.10 LABORATORY SAFETY AUDIT *Amended 6/29/93*

- 30
- 31 A. Each school shall be responsible for maintaining safe laboratory conditions  
32 in an attempt to prevent accidents.
- 33
- 34 B. Each laboratory teacher will perform a safety audit within ten (10) working  
35 days at the beginning of each semester or each new assignment and submit  
36 it to the principal.
- 37
- 38 C. The principal will promptly initiate corrective action on those items  
39 reported as unsatisfactory.

40  
41 3.11 SCHOOL OFFICE HOURS

42  
43 The hours of the principal and his office staff shall be equal in length to those of  
44 the District office, and the school office shall remain open on the same days. Any  
45 changes in schedule shall have prior approval of the Superintendent.  
46 *Amended 6/29/93*

47  
48 Auth: 230.22, F.S. Imple: 230.33(6) and (7), and 231.085(5), F.S.



1 3.12 USE OF SCHOOL BUILDINGS, GROUNDS AND EQUIPMENT

2 *Revised 1/18/94*

3  
4 The following shall apply to the use of school and ancillary buildings, grounds  
5 and equipment:

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

8  
9 Facilities Are Only for Use In the Educational Program and Are Not For  
10 Personal Political Activity

- 11  
12 (1) It is the policy of the School District that the right of free speech  
13 and access shall be granted in accordance with law. However, the  
14 paramount purpose of the School District is the provision of its  
15 program of education. Accordingly, all School District property,  
16 equipment and facilities, including all methods of communication  
17 through the use of School Board facilities and equipment such as,  
18 but not limited to, duplication machines, photocopying machines,  
19 telecommunication facilities and wires, computer transmission  
20 facilities, including modems, desktop publishing and facsimile  
21 transmission or telecopy facilities, are deemed facilities dedicated  
22 for use in the educational program and not for use by any person or  
23 group except as expressly permitted in this policy.

24  
25 Nothing in this policy prohibits the use of any School District  
26 facility by an employee of the District in the performance of the  
27 employee's job, including the use of the District facilities for  
28 communications between employees of the District which are  
29 related to the performance of their work, communications with  
30 School Board members which are related to any business of the  
31 District, or to communicate with students and their families in  
32 connection with the work of the employee for the District (but not  
33 including the use of District facilities for communicating to  
34 students or their families the personal opinion, unrelated to the  
35 educational program of the District, of the employee concerning  
36 any issue pending before the School Board or the voters of Osceola  
37 County at any general or special election, including any  
38 referendum).

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

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



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

5 *Amended 6/16/98*

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

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

28 *Amended 6/30/92*

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

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

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

41  
42 (7) Alcoholic beverages and gambling are forbidden on premises.

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

46  
47 Auth. 386.201, 202, 203, 204 & 205 F.S.

1  
2 (9) Students are not to be in the school buildings without faculty  
3 supervision, except for the attendance at public gatherings or by  
4 special permission of the school principal.  
5

6 (10) See School Board Rule 8.10 for rules governing the use of cafeteria  
7 kitchens.  
8

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

12 a. Firearms  
13

14 No person shall, while on the grounds or in any building  
15 owned or operated by the School Board of Osceola County,  
16 Florida, possess, carry and/or transport on or about his/her  
17 person or discharge any firearm, as defined in Section  
18 790.001(6), Florida Statutes, excluding duly authorized law  
19 enforcement officers in the lawful performance of their  
20 duties.  
21

22 b. Other Weapons  
23

24 No person shall, while on the grounds or in any building  
25 owned or operated by the School Board of Osceola County,  
26 Florida, possess, carry and/or transport on or about his/her  
27 person any weapon as defined under Florida Statutes. This  
28 shall not apply to items necessary for job performance.  
29

30 c. The authority to approve exceptions to this rule is granted  
31 exclusively to the Superintendent and may not be delegated  
32 to any other person.  
33

34 B. Use of School Equipment  
35

36 (1) It should be understood by each employee of this district that all  
37 school equipment if purchased by tax dollars is intended for use in  
38 the educational process of the students attending the Public  
39 Schools of Osceola County.  
40

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

45 --indicates acceptance of financial responsibility

46 --indicates educational purpose

47 --indicates agreement to return said materials



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

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

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

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

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

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

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

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



1  
2 Nothing herein shall limit the right of the School Board to  
3 determine in a particular campaign that the School District should  
4 actively participate in a campaign, the outcome of which will have  
5 a substantial bearing on the general ability of the School Board and  
6 the District to furnish a public education program consistent with  
7 School Board policy. No School Board employee shall have the  
8 right to decide when the use of a School District item or property  
9 or a District facility is for the betterment of the District, only the  
10 School Board has the authority to dedicate the use of its facilities  
11 and property for such purposes. Nothing herein limits the right of  
12 any employee of the Board to speak or appear before the Board.  
13

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

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

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



1 An employee may use District computer equipment for  
2 personal reasons under the following circumstances:

- 3
- 4 a. The use is consistent with the employee's  
5 obligations to students, the public, and the School  
6 Board and not illegal under any policy, law, or  
7 applicable administrative regulation;
- 8
- 9 b. The personal use of the computer equipment is not  
10 done during the regular working hours of that  
11 employee; and
- 12
- 13 c. The personal use of the computer equipment does  
14 not interfere in any manner whatsoever with the  
15 operation of the school district system.
- 16
- 17 6. District personnel may use copy machines at employee  
18 rates.
- 19
- 20 7. District personnel may use phone calls to notify parents of  
21 upcoming events (meetings). Such calls shall be limited to  
22 date, place, time and agenda.

23

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

27

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

29

30 3.13 TRANSPORTING STUDENTS FROM OTHER COUNTIES

31

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

36

37 Auth: 230.22, F.S.

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

39

40 3.14 NEPOTISM

41

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

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

7 Auth: 230.22, F.S. Imple: 116.111, F.S.  
8

9 3.15 GRIEVANCE PROCEDURE *Amended 6/30/92*  
10

11 This grievance procedure shall apply to any problem dealing with the treatment of  
12 personnel due to the alleged violation of existing School Board rules or policies.  
13

14 Whenever an employee feels that he has a grievance, every effort shall be made to  
15 arrive at a satisfactory resolution of the problem on an informal basis. When this  
16 cannot be done, the more formal procedures stated herein will be followed in an  
17 effort to resolve grievances and preserve good morale. No grievance shall be  
18 processed anonymously. *Amended 6/15/99*  
19

20 A. Definitions:  
21

22 Grievance - Any claim by an employee or group of employees that there  
23 has been a violation, misinterpretation or misapplication of a School Board  
24 rule or policy. The term "grievance" as used in this section and for the  
25 purposes of the procedures set forth herein, shall not apply to any matters  
26 or procedures covered by the terms of any contract entered into pursuant to  
27 Chapter 447, Florida Statutes.  
28

29 Representative - Any person or legal counsel designated by the grievant.  
30

31 Grievant - Any person or group of persons who initiates a grievance  
32 unable to be resolved in an informal manner.  
33

34 Superintendent - The Superintendent, as duly holding office in Osceola  
35 County.  
36

37 School Board - The School Board of Osceola County, Florida.  
38

39 Administrative Channel - The normal chain of command of administrative  
40 responsibility of the Osceola District Schools.  
41

42 Days - Actual working days.  
43

44 Rights - The rights of employees to:  
45

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



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

B. Procedure for Resolving Grievances

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

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

1 Level 2 - The grievant may file the grievance by submitting a written  
2 "Statement of Grievance" on a form (FC-120-183) provided  
3 by the School Board with the Assistant Superintendent of  
4 Personnel and Administrative Services, and a copy to any  
5 representative of his choice. It shall include the name of  
6 the employee involved, the facts giving rise to the  
7 grievance, the identity by appropriate reference of all rules  
8 or policies alleged to be violated, the contention of the  
9 employee with respect to those provisions, and the specific  
10 relief requested. The Assistant Superintendent of Personnel  
11 and Administrative Services shall respond in writing within  
12 five (5) days. Copies shall be sent to any representative  
13 designated by the grievant.  
14

15 Level 3 - If the grievant is not satisfied with the disposition of the  
16 grievance at level two (2) or if no decision has been  
17 rendered in writing within five (5) days the grievant may  
18 forward the written grievance form directly to the  
19 Superintendent, with copies to the person who caused the  
20 grievance and any other representative of his choice.  
21

22 The Superintendent shall, within ten (10) days file his reply  
23 in writing to the grievant with copies to the person who  
24 caused the grievance and the grievant's representative.  
25

26 If satisfactory results are not obtained at this level, then  
27

28 Level 4 - The grievant or his representative may forward the written  
29 grievance form within five (5) days directly to the School  
30 Board with copies to all concerned. Within fifteen (15) days  
31 after receipt of the grievance, the School Board Chairman  
32 shall call a meeting for the purpose of resolving the  
33 grievance. The School Board, at the discretion of the  
34 Chairman, may appoint an independent committee of its  
35 choosing to investigate the grievance. Within twenty (20)  
36 days after the above meeting, the Board shall communicate  
37 its decision in writing and state its reason in writing, if  
38 requested, to the grievant.  
39

40 Auth: 230.22, F.S. Imple: 230.23(5), F.S.  
41

### 42 3.16 CHILDREN OF EMPLOYEES 43

44 During the workday employees shall make arrangements for their children away  
45 from the employee's place of employment at times other than the student school  
46 day. Emergencies shall be dealt with by the Principal/District Administration.  
47

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



1  
2 3.17 CROWD CONTROL AT ATHLETIC EVENTS  
3

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

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

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

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

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

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

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

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

31 H. The gates will not be opened at any time for free admission.  
32

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

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

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

46 K. Upon receipt of a police report notifying the School Board of the ejection  
47 of any person under these rules, the School Board shall decide if such



1 actions by a fan merits further discipline. If further action is merited, the  
2 Board will notify the fan of date, time and place of hearing, Party may be  
3 subject to civil action or barred from attending any school function for any  
4 length of time deemed necessary.

- 5  
6 L. Violation of these rules by Osceola County fans at out-of-county high  
7 school events may also lead to a School Board Hearing for disciplinary  
8 action.

9  
10 Auth: 230.22, F.S.

11 Imple: 230.23 (13)a, 230.23 (14)

12  
13 3.18 CONTRACTED EDUCATIONAL SERVICES

14  
15 Organizations and institutions may apply for contracted educational services from  
16 the School District of Osceola County, Florida, under the guidelines of the State's  
17 General Appropriations Act of 1987. Both the School District and the institution  
18 must agree on other supplies, consumables, lab materials, and textbooks as  
19 necessary. Both parties must agree that the education program manager is to be  
20 responsible for coordination of the education program, is to conduct the selection  
21 and evaluation of the instructional personnel, and is to collaborate in developing  
22 operational procedures for efficient management of the educational program.  
23 Amended 7/23/91

24  
25 3.19 HAZARDOUS WORKING CONDITIONS OF MAINTENANCE EMPLOYEES  
26 *Revised and moved from Section 3.10 on 6/29/93*

27  
28 The hazards of maintenance employees entering confined spaces as defined herein  
29 are recognized by maintenance management. This policy and the associated  
30 procedure is intended to guide all maintenance employees who encounter a  
31 confined space in the process of carrying out a repair or replacement. It is the  
32 policy of the School Board to contract specialized work when the nature of the job  
33 required skills or equipment not available in-house. Entry into confined areas of  
34 unknown air quality involves hazards requiring specially trained personnel and  
35 equipment. When either of these requirements cannot be met, the job, or that  
36 portion of the job shall be referred to the Director of Maintenance for re-  
37 assignment to a qualified contractor.

- 38  
39 A. When qualified personnel and the appropriate equipment are available in-  
40 house, the following mandatory procedure must be followed.

- 41  
42 B. Confined Area: A space which by design has limited openings for entry  
43 and exit, unfavorable natural ventilation, which could contain or produce  
44 dangerous air contaminates, and which is not intended for continuous  
45 employee occupancy. Confined spaces encountered by maintenance  
46 employees include but not limited to manholes, sewers, pump wells, deep  
47 pits, boilers, tanks (including new tanks) or other man-made closed



1 containers. Some attics and crawl spaces may also fit the description of a  
2 confined space. There shall be no smoking within a 20-foot entrance or  
3 exit or a confined space. There shall be no smoking in a confined space.  
4

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

- 10  
11 C. (1) Training - all employees attempting to perform work in a confined  
12 space shall be certified in the required safety precautions, the use  
13 of air quality test equipment and emergency rescue equipment.  
14 Certification is by satisfactory completion of an appropriate course  
15 conducted by the National Safety Council or other organization  
16 approved by Maintenance management.  
17  
18 (2) Equipment - The following equipment, as a minimum, shall be  
19 available at the site before entry is attempted:  
20  
21 a. Air supplied hood  
22  
23 b. Clean air pump  
24  
25 c. Air pump supply hose (100') for #2b  
26  
27 d. Personal oxygen monitor  
28  
29 e. External sensor with 20' capable for #4b  
30  
31 f. Combustible gas indicator  
32  
33 g. Toxic gas indicator  
34  
35 h. Harness, full body  
36  
37 i. Lifeline (1/2" rope) 100' for #8h  
38  
39 j. Ventilating equipment - blower fan  
40  
41  
42 (3) Pre-entry tests - Pre-entry tests shall be conducted for toxic gases,  
43 combustible gases, and oxygen levels by remote means before  
44 entry is attempted.

45  
46 NOTE: All confined areas are to be considered lethal prior  
47 to the testing.

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

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

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

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

- a. Call or send for help as soon as an emergency condition is recognized.
- b. If the person in the space is unable to return to safety, the rope person, positioned above, is to secure the end of the rope and use a lifting device, winch, come-a-long, etc., to pull, lift, or remove the stricken employee from the



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confined space. When the person has been removed, the rope person shall assess the nature of the injury and begin first aid.

- c. The rope person is not to enter the confined area without a "top" person at the entrance. The rope person or other rescuer is not to enter the confined area without a harness, scuba gear and a new rope person.
- d. Maintenance workers shall be required to use provided safety equipment in accordance with established safety procedures.

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

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



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

27  
28 D. This policy applies to all facilities and properties owned or operated by the  
29 School Board. Whenever the context requires, the term "Principal" shall  
30 refer also to the Chief Building Administrator or Director of a facility.

31  
32 E. The principal of each school shall be responsible for developing a  
33 procedure for all individuals who are not School Board employees to sign  
34 in upon arrival on School Board property with the purpose of entering the  
35 school facility. The procedure shall include the date, destination, and  
36 purpose of the visit. *Adopted 6/17/97*

37  
38 F. Notice to Visitors *Amended 6/17/97*

39  
40 At each school in the District, notices shall be conspicuously posted that  
41 state the following:

42  
43 All persons who are not students or employees of this  
44 school shall report to the office of the Principal and sign  
45 in. Any person who fails to check in with the Principal  
46 may be guilty of criminal trespass as provided in section  
47 228.091, Florida Statutes, as it may be amended from



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

6 Auth: 228.091, F.S.  
7

8 3.21 DATA NETWORK ACCEPTABLE USE POLICY  
9 *Adopted 11/7/95 & Amended 6/17/97*  
10

- 11 A. The data network system of the District is available for all employees and  
12 students of the District in order to provide them with equal access to the  
13 computing resources which serve public education. The data network  
14 system is an electronic highway which connects thousands of computers  
15 all over the world and millions of individual subscribers. The term  
16 "network" may include electronic mail, worldwide web browsing, or any  
17 method of connecting with other computer equipment. All personnel  
18 having authorization to use the network will have access to a variety of  
19 information. *Amended 6/27/00*  
20
- 21 B. Some material on the network might not be considered to be of  
22 educational value in the context of the school setting. In addition, some  
23 material, individual contacts or communications may not be suitable for  
24 school-aged children. The District views information retrieval from the  
25 network in the same capacity as information retrieval from reference  
26 materials identified by schools. Specifically, the District supports those  
27 which will enhance the research and inquiry of the learner with directed  
28 guidance from faculty and staff. At each school, each student's access to  
29 use of the network will be under the teacher's direction and monitored as a  
30 regular instructional activity.  
31
- 32 C. The District cannot prevent the possibility that some users may access  
33 material that is not consistent with the educational mission, goals and  
34 policies of the District. This is particularly possible since access to the  
35 Network may be obtained at sites other than school.  
36
- 37 D. At each school and facility owned or operated by the District, notices shall  
38 be conspicuously posted that state the following:  
39

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



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

Any use of the Network for illegal, inappropriate, or obscene purposes, or in support of such activities, will not be tolerated. The Superintendent shall develop procedures to implement those protections related to Internet safety as outlined in the Elementary and Secondary Education Act (ESEA) and the Children's Internet Protection Act (CIPA). *Amended 6/19/01*

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;



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- (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.

- F. The e-mail system and the hardware is owned by the District and is intended for District business use. Minor personal use of e-mail and the Internet is acceptable, but should not interfere or conflict with District business. *Adopted 6/27/00*
- G. Employees may use the "Classified Ad" section of the e-mail system to advertise personal items and garage or yard sales. The e-mail system shall not be used to advertise a commercial business. The Superintendent shall develop guidelines for the use of classified ads. *Adopted 6/19/01*
- H. When official business of the District is conducted via e-mail, a copy of the e-mail including attachments, must be retained in paper form in accordance with the Florida Public Records law and the District Records Management Manual. *Adopted 6/27/00*
- I. Failure to adhere to this policy may result in suspending or revoking the offender's privilege of access to the Network and other disciplinary action up to and including termination of the employee or expulsion in the case of a student.
- J. Any student shall be exempt from instruction on accessing the data network upon request in writing from the parents or guardians to the principal. The request for exemption shall expire at the end of each school year. It shall be the responsibility of the parent or guardian to renew the request yearly.
- K. The School District reserves the right to monitor and/or retrieve the contents of e-mail messages for legitimate reasons such as, but not limited to, ensuring the integrity of the system, complying with investigations of wrongful acts or recovering from a system failure. *Adopted 6/19/01*

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



1 3.22 CHARTER SCHOOLS *Adopted 9/17/96*

2  
3 The School Board, pursuant to Florida Statutes, section 228.056, may sponsor  
4 Charter Schools in Osceola County. Charter Schools are part of the public school  
5 system. A Charter School cannot charge tuition or fees, except those fees  
6 normally charged by public schools. A Charter School shall not levy taxes or  
7 issue bonds secured by tax revenues. The initial startup of a Charter School must  
8 be consistent with the beginning of the public school calendar in the District. The  
9 Charter School must provide instruction for at least the number of days required  
10 by law for other public schools. *Amended 6/16/98*

11  
12 A. Purpose

13  
14 The purpose of Charter Schools is to improve student learning; increase  
15 learning opportunities for all students, with special emphasis on expanded  
16 learning experiences for students who are identified as academically low  
17 achieving; encourage the use of different and innovative learning methods;  
18 increase choice of learning opportunities for students; establish a new form  
19 of accountability for schools; require the measurement of learning  
20 outcomes and create innovative measurement tools; make the school the  
21 unit for improvement; and create new professional opportunities for  
22 teachers.

23  
24 B. Application

25  
26 (1) Applicants An application for a new Charter School may be made  
27 by an individual, group of individuals, teachers, parents, or a legal  
28 entity organized under the laws of Florida. The School Board,  
29 principal, teachers, parents, and/or the School Advisory Council at  
30 an existing public school are the only applicants who may propose  
31 the conversion of the existing school to a Charter School  
32 ("Converted Charter School"). It is School Board's policy at this  
33 time that due to overcrowding and to minimize disruption to the  
34 District as a whole, a Charter School or a Converted Charter  
35 School cannot utilize existing or future facilities of the School  
36 Board. An application for a Converted Charter School must  
37 include verified support of at least 50% of the total number of  
38 teachers employed at the school and 50% of the parents voting  
39 whose children are enrolled at the school provided that a majority  
40 of the parents eligible to vote participate according to State Board  
41 Rules. In calculating the 50% approval rate, each teacher, as  
42 defined in section 228.041(9), Florida Statutes, shall be given one  
43 vote and the parents or legal guardians of each student shall be  
44 given one vote so that the number of parental votes are equal to the  
45 number of students. *Amended 6/16/98 & 6/27/00*



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

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

(4) Department of Education The Department of Education (DOE) shall provide information regarding Charter Schools. The DOE may also provide technical assistance to applicants upon written request.

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

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

(6) Background Information The applicants must provide the School Board with background information on each applicant and any other individuals who will be involved with the organization and operation of the Charter School. The applicants and such individuals must provide fingerprints and information required herein and written permission to the School Board to conduct any background checks. The Charter School must disclose background information with regard to related entities and predecessor entities, including background information of the shareholders, directors, 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.



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The Charter School will indemnify and hold the School Board harmless for any such claims.

(5) The Charter Schools shall be opened to any student residing in the School District. Nevertheless, a Charter School may specialize in a certain area, as described in the Charter School legislation, but it cannot discriminate according to race, color, or creed. The Charter School must provide equal opportunity for exceptional education students and limited English proficient students.

*Amended 6/16/98*

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

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

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

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



1 (10) A Charter School shall utilize facilities which comply with the  
2 State Uniform Building Code for Public Educational Facilities  
3 Construction or with applicable State minimum building codes as  
4 provided in the Charter School Legislation and other Florida  
5 Statutes. After January 1, 2001, a Charter School shall utilize  
6 facilities which comply with the Florida Building Code, Chapter  
7 553, and the Florida Fire Prevention Code, Chapter 633. The  
8 Charter School must specify the facilities to be used and their  
9 location, unless the School Board approves the Charter Contract  
10 prior to the identification of the facilities. If this occurs, the  
11 Contract should be amended to indicate the facilities when they  
12 have been identified. At this time, it is the policy of the School  
13 Board that a Charter School cannot use existing or future school  
14 facilities. Should the policy of the School Board change, fair  
15 market value will be charged for the use of the School Board  
16 facilities. Lack of compliance with applicable facilities'  
17 requirements will be grounds for termination of the Charter  
18 Contract. The Charter School will allow the School Board to  
19 conduct inspections of the facilities at reasonable times to insure  
20 compliance. *Amended 6/16/98 & 6/27/00*

21  
22 (11) The Charter School shall select its own employees and those  
23 employees shall have the option to bargain collectively in  
24 accordance with the Charter School Legislation. Teachers  
25 employed by or under contract with a Charter School shall be  
26 certified as required in chapter 231, Florida Statutes. If the Charter  
27 School employs or contracts with skilled select non-certified  
28 personnel to provide instructional services or to assist instructional  
29 staff members as teachers' aides, the Charter School must comply  
30 with the requirements of Chapter 231, Florida Statutes. A Charter  
31 School shall employ or contract with employees who have been  
32 fingerprinted as provided in the Florida Statutes. The Charter  
33 School shall check the background of all Charter School employees  
34 in accordance with School Board policy and the Florida Statutes.  
35 All employees of the Charter School must meet the requirements  
36 for good moral character as required for District employees.  
37 Failure of the Charter School to meet this requirement will be good  
38 cause to revoke the Charter Contract.

39  
40 (12) If the Charter School non-renews or terminates the Charter  
41 Contract, it must notify the School District in writing ninety days  
42 prior to the date of termination. The Charter School organization  
43 shall reimburse the School Board for all costs incurred by the  
44 School Board as a result of the termination. *Amended 6/16/98*

45  
46 (13) The Charter School shall be accountable to the School Board with  
47 regard to all obligations under the Charter Contract, State and



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Federal law. The Charter School will provide the School Board with documentation as reasonably requested by the School Board. The Charter School shall be subject to an annually financial audit similar to that of the School District. The audit shall be conducted by an independent financial auditor, the Auditor General, or a School Board auditor. The Charter School shall bear all costs of such audit.

- (14) The Charter School must meet all applicable State and local health, safety and civil rights requirements.
- (15) The Charter School shall not violate the Anti-Discrimination Provisions of the Florida Statutes. The Charter School must be non-sectarian in its programs, admissions policies, employment practices, and operations.
- (16) The parties to the Charter Contract shall agree that any conflict arising out of the Charter School Contract shall proceed to non-binding mediation. If a settlement is not reached, any action will be governed under the laws of Florida and the venue for such action shall be Osceola County, Florida.
- (17) The Charter School must provide for the transportation of students consistent with the Charter School Legislation and the requirements of chapter 234, Florida Statutes.
- (18) The Charter School must provide measurable academic goals to be achieved and a method they will use to evaluate the progress of the students toward those goals. The School Board may conduct an independent evaluation of the goal achievement.

D. School Board Determination

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

1 E. Operation of the Charter School

2  
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 (3) years  
38 of their initial opening. *Adopted 6/19/01*



# Table of Contents

## Chapter 4

### Professional Support Staff

<u>Section</u>	<u>Title</u>	<u>Page</u>
4.1	EMPLOYMENT RULES .....	4-1
4.2	LEAVES OF ABSENCE .....	4-12
4.3	SEPARATION OF PROFESSIONAL SUPPORT STAFF .....	4-28
4.4	TEACHER AIDES .....	4-31
4.5	RETIREMENT ANNUITIES PROGRAM .....	4-31
4.6	MISCELLANEOUS .....	4-32





1    **4.0    PROFESSIONAL SUPPORT STAFF**

2  
3  
4    4.1    EMPLOYMENT RULES

5  
6    4.1.1   Qualifications of Professional Support Staff

7  
8           A.    To be eligible for appointment to any position in the School District of  
9                Osceola County, a person shall be of good moral character and when  
10               required by law, hold a certificate or license issued under regulations of  
11               the State. No individual under the age of sixteen (16) may be employed,  
12               except as provided in Board rule 6.6.8 and State Board Regulation 6A-  
13               1.097. Any person rehired by the District shall file a new application and  
14               meet all current job requirements. *Amended 7/23/91 & 6/27/95*

15  
16           B.    All prospective employees, shall have a tuberculosis skin test or, at their  
17               own expense, a chest X-ray, prior to employment. Certificates verifying  
18               negative TB test results are valid for up to a period of one year.  
19               *Amended 6/30/92 & 6/27/95*

20  
21           C.    Required Medical Examinations       *Adopted 6/29/93*

22  
23                In the event any employee is unable to perform the essential functions of  
24               the job notwithstanding attempts to provide reasonable accommodations,  
25               then the School District shall have the right to require a physical, medical  
26               and/or psychological examination at any time conditions indicate the need.  
27               Any examination required by the School District shall be at the School  
28               District's expense. An employee who refuses a physical, medical and/or  
29               psychological examination when the School District directs the  
30               examination may be subject to job action; including but not limited to  
31               suspension or dismissal for insubordination.

32  
33           D.    Florida Statutes 876.05 provides that all persons who are on the payroll of  
34               the School District shall be required to take an oath of office to support the  
35               Constitution of the United States and of the State of Florida. The oath, as  
36               amended by the United States Supreme Court, is included in the Appendix  
37               to these rules.

38  
39           E.    All new employees, except school-based food service workers, bus  
40               drivers, bus aides and professional support staff substitutes, will pay the  
41               full cost of drug screening. However, for employees with start dates on or  
42               after July 1, 1995, if within six (6) months, a school-based food service  
43               worker, bus driver, bus aide or professional support staff substitute  
44               employee is hired as an employee in a position that would have required  
45               the payment of the full cost of drug screening, he/she shall reimburse the  
46               District for the full cost. *Amended 7/23/91 & 6/27/95*

47



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.



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

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

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

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

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

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

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

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

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

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

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

(1) All prospective employees and former employees with a break in service of ninety (90) days or more will be required to take a drug screening test at the time of offer of employment and prospective

1 employees will not begin work until the negative results are  
2 returned. (Substitute employees will be available in emergency  
3 situations.) *Amended 6/30/92 & 6/16/98*  
4

5 (2) Prior to being recommended for employment by the  
6 Superintendent, each prospective employee shall be required to  
7 submit a urine sample for a screening test. If the screening shows  
8 the presence of an illegal drug, the sample shall then be tested by  
9 the GCMS method.  
10

11 (3) A prospective employee will not be hired if the results of the drug  
12 screening test indicate the presence of an illegal drug, regardless of  
13 the frequency or occasion. However, the prospective employee  
14 may request a waiver if he/she can show a valid prescription for the  
15 drug, issued by a licensed medical practitioner or if he/she can  
16 provide evidence the drug was purchased pursuant to the  
17 provisions of section 893.08, Florida Statutes. The Superintendent  
18 or his designee shall verify the validity of the prescription or  
19 compliance with the provisions of section 893.08, and consider the  
20 request in light of the extent, duration and frequency of use of the  
21 drug; the underlying cause for use of the drug; and any other  
22 considerations relevant to the performance requirements of the  
23 position for which applied.  
24

25 The Superintendent's decision on any request for waiver shall be  
26 final.  
27

28 (4) The term "illegal drug" shall be defined as any drug listed or  
29 defined as a "controlled substance" by Chapter 893, Florida  
30 Statutes. *Amended 6/30/92*  
31

32 (5) Applicants whose results are positive on the drug screening test  
33 may not reapply for employment until one (1) year after the date the  
34 results are determined.  
35

36 (6) Test results are confidential medical records.  
37

38 (7) Substitute employees (substitute teachers, temporary contracted  
39 employees and part-time Adult Education teachers) working within  
40 the past fiscal year will not be drug tested. If these employee types  
41 have not worked within the past school year, drug testing will be  
42 required.  
43

44 (8) Substitute employees (substitute teachers, temporary contracted  
45 employees and part-time Adult Education teachers) transferring to  
46 full-time status will be drug tested if they have not been previously  
47 tested under this rule.



- 1  
2 (9) Employees returning from a Board approved leave of absence or  
3 sabbatical will not be tested.  
4

5 Auth: 231.001, F.S.  
6

7 P. Reporting of Arrests  
8

9 All employees shall report, in writing, within 48 hours to the  
10 Superintendent or his/her designee, any arrests/charges placed upon them  
11 involving a child or the sale and/or possession of a controlled substance.  
12 In addition, any conviction, finding of guilt, withholding of adjudication,  
13 commitment to a pretrial diversion program, or entering a plea of guilty or  
14 Nolo Contendere for any criminal offense other than a minor traffic  
15 violation within 48 hours after the final judgment shall also be reported in  
16 the same manner. *Adopted 6/15/99*  
17

18 4.1.2 Employment Procedure *Amended 6/27/95*  
19

20 A. Appointment  
21

- 22 (1) The selection of new appointees shall be originated by the  
23 administrator of the unit in which the individual is to work, and  
24 proceed through the chain of command.  
25  
26 (2) Application forms shall be provided by the District Office and shall  
27 be filled out by the applicants to provide pertinent data for  
28 evaluation. Applications and test scores remain on file for a period  
29 of one (1) year. *Amended 6/29/93*  
30  
31 (3) Applicants must have a completed application for employment on  
32 file prior to being recommended for employment by the  
33 Superintendent and prior to the first day of employment. A  
34 completed application shall include, but not be limited to:  
35  
36 a. three (3) recent reference forms (on any School District  
37 forms or on company letterhead). Documented telephone  
38 reference checks by the hiring administrator or supervisor  
39 may be substituted on a one for one basis; and  
40 *Amended 6/27/00 & 6/19/01*  
41  
42 b. TB test results; and  
43  
44 c. an official High School Diploma or GED equivalent or  
45 official transcripts confirming all degrees earned.  
46

47 The Superintendent may waive any of the above in extenuating  
48 circumstances.

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

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

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



1 C. Employment Status

2  
3 (1) Probationary Period

4  
5 All new professional support staff employees shall be placed on a  
6 ninety (90) day probationary period. If an employee's fingerprint  
7 report does not clear within the ninety (90) day probationary  
8 period, the probationary period will continue. Benefits may be  
9 extended to the employee after ninety (90) days of employment if  
10 the delay in clearance of fingerprints is due to no fault of the  
11 employee. Probation may be waived by the Superintendent for  
12 returning employees provided that the prior employment with the  
13 School District has been within the past five (5) years. This waiver  
14 provision shall not apply to temporary employment contracts. At  
15 the conclusion of the probationary period the employee shall either  
16 be placed on annual employment status or terminated. During the  
17 probationary period, an employee may be terminated without  
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*
  - 44



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

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

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

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

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

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

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

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

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

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

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

- 1  
2 b. At the conclusion of the 1994-95 fiscal year, those  
3 professional support staff employees who have documented  
4 three or more years of service within the past five years  
5 may be recommended for continuous employment status.  
6 However, at the discretion of the administrator or  
7 supervisor, an employee may be placed on an additional  
8 year of annual service.  
9

10 4.1.3 Salary Schedules

- 11  
12 A. Salary schedules for professional support staff shall provide for the various  
13 classifications of employees of the District. Salary differentials shall be  
14 based on objective factors which shall be set forth in the salary schedule.  
15 The Board shall annually adopt and spread on its minutes a salary schedule  
16 for employees. New positions or classifications added during the year for  
17 which provisions were not made in the annual salary schedule shall be  
18 included in such salary schedule by proper amendments officially adopted  
19 by the Board. Salary policies and schedules shall be found in the Salary  
20 Handbook as annually adopted by the Board.

21 *Amended 6/29/93*

- 22  
23 B. All regular employees of the School District, employed on an hourly,  
24 daily, or monthly basis and for which payroll deductions are required, shall  
25 receive all compensation for services rendered by School District  
26 Warrants.

- 27  
28 C. Testing criteria and procedures for professional support staff office  
29 positions will be adopted by the School Board. *Amended 7/23/91*

30  
31 D. Experience Pay

- 32  
33 (1) Experience pay shall be granted, provided the experience is in the  
34 area of work being done at the present time. Outside work  
35 experience up to a maximum of ten (10) years may be brought into  
36 the system and verification on approved forms must be returned to  
37 the Personnel Department before the end of the ninety (90) day  
38 probationary period. *Amended 6/19/01*

- 39  
40 (2) Verified past work experience to be used for pay purposes must be  
41 complete, properly filled out and returned to the Personnel  
42 Department during the ninety (90) day probationary period.  
43 Verified experience will be paid retroactively from the first day of  
44 current employment. *Amended 6/29/93*

- 45  
46 (3) Personnel transferring or being promoted into new positions will  
47 have ninety (90) days to verify their work experience for pay



1 purposes in the new position. However, if an employee attempted  
2 to obtain the verification as documented in the personnel file and  
3 through no fault of his own, the deadline was not met, the ninety  
4 (90) day requirement may be extended or waived at the discretion  
5 of the Superintendent. *Amended 6/30/92*  
6

7 (4) Employees of the School District shall accrue all current Osceola  
8 experience. Osceola experience will not be lost when transferring  
9 to a different position. Related experience may be required for  
10 position qualifying purposes. Non-instructional personnel  
11 transferring to Instructional positions must follow The Master  
12 Teacher Contract experience provisions found on Article XVI.  
13 *Amended 6/19/01*  
14

15 E. No deductions shall be made from the salaries of the employees of the  
16 School District unless such deductions are required by law or approved in  
17 writing by the employees to be affected. Such authorization shall continue  
18 until terminated in writing. *Amended 7/23/91*  
19

20 Auth: 230.22, F.S. Imple: 230.23(5)(d), F.S. and SBR 6A-1.52  
21

22 4.1.4 Definitions of Professional Support Staff  
23

24 A. Full-time employees are those who are employed to work four (4) or more  
25 hours each day and five (5) days each week unless otherwise stipulated by  
26 School Board Rules.  
27

28 Full-time employees are entitled to all fringe benefits provided by the  
29 School District.  
30

31 B. Part-time employees are those who work less than twenty (20) hours  
32 weekly. *Amended 7/23/91*  
33

34 Any part-time employees hired after adoption of this rule are not entitled  
35 to fringe benefits by the School District, however, those currently  
36 employed will continue to receive fringe benefits until their employment is  
37 terminated.  
38

39 C. Temporary employees are those who are paid only for the hours they  
40 actually work. They are not entitled to the fringe benefits provided by the  
41 School District. Employees shall be informed at the time of employment  
42 that such employment is of a temporary basis rather than permanent. This  
43 employment shall not be in excess of six (6) calendar months in a school  
44 year. *Amended 7/23/91*  
45

46 D. Substitute employees are those who perform services which are normally  
47 performed by a permanent employee and which are performed during the

1 absence of a permanent employee not receiving pay. They are not entitled  
2 to the fringe benefits provided by the School Board.

3  
4 4.2 LEAVES OF ABSENCE

5  
6 4.2.1 General Rules

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

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

- 16  
17 (1) Illness-in-line-of-duty leave (with pay)  
18  
19 (2) Military Leave (without pay)  
20  
21 (3) Personal Leave (without pay beyond six [6] charged to sick leave)  
22  
23 (4) Staff Development Leave (with pay)  
24  
25 (5) Sick Leave (with pay)  
26  
27 (6) Adoptive Leave (without pay)  
28  
29 (7) Jury Duty Leave (with pay)  
30  
31 (8) Witness Leave (with pay)  
32  
33 (9) Vacation Leave (with pay)  
34  
35 (10) Extended Leave (without pay)  
36  
37 (11) Maternity Leave (without pay beyond the sick leave balance)  
38  
39 (12) Charter School Leave (without pay)  
40  
41 (13) Natural Disaster Leave

42  
43 B. Family Medical Leave *Adopted 6/28/94, Substitute rule adopted 6/15/99*

44  
45 The board will provide Family and Medical Leave to qualified employees  
46 pursuant to the provisions of The Family and Medical Leave Act (FMLA),  
47 Federal Regulations. The Superintendent is authorized to create and carry



1 out all procedures necessary to implement this Rule and The Family and  
2 Medical Leave Act of 1993.

3  
4 Authority: Federal Regulations, Part 825 of the Code of Federal  
5 Regulations, Title 29, US Department of Labor, Employment Standards  
6 Administration, Wage and Hour Division.

7  
8 (1) To be “eligible” to apply for leave authorized under the FMLA, an  
9 employee must:

- 10  
11 a. have worked for the District for at least twelve (12)  
12 months; and  
13  
14 b. have worked at least 1,250 hours, as determined by the Fair  
15 Labor Standard Act, during the year preceding the start of  
16 the leave.

17  
18 An eligible employee is entitled to take up to 12 weeks for  
19 FMLA leave in a “rolling” 12 month period measured  
20 backward from the date an employee uses FMLA leave.

21  
22 (2) Leave may be requested for any of the following reasons:

- 23  
24 a. Birth of a child and care for a newborn child  
25  
26 b. Placement of a child for adoption or foster care  
27  
28 (Leave must be completed within 12 months of birth,  
29 adoption or foster placement, 825.201)  
30  
31 c. Leave to care for employee’s spouse, child or parent with a  
32 serious health condition  
33  
34 d. Leave due to employee’s own serious health condition that  
35 makes the employee unable to perform the functions of  
36 his/her position because he/she is:  
37  
38 1. unable to work at all due to the serious health  
39 condition; or  
40  
41 2. unable to perform any one of the essential functions  
42 of the position within the meaning of the Americans  
43 with Disabilities Act, due to the serious health  
44 condition.

45  
46 (3) FMLA limits the leave that may be taken by spouses who work for  
47 the same employer to a combined total of 12 workweeks during

1 any 12 month period if leave is taken for (1) birth of the  
2 employee's son or daughter or to care for the child after birth; (2)  
3 for placement of a son or daughter with the employee for adoption  
4 or foster care, or to care for the child after placement; or (3) to care  
5 for the employee's parent with a serious health condition. The  
6 limitations do not apply, however, to leave taken by either spouse  
7 to care for the other who is seriously ill and unable to work, to care  
8 for a child with a serious health condition, or to his or her own  
9 serious illness.

- 10  
11 (4) FMLA requires an employer to maintain coverage under any  
12 "group health plan...for the duration of such leave and under the  
13 conditions coverage would have been provided if the employee had  
14 continued in employment continuously for the duration of such  
15 leave." In the case of unpaid FMLA leave, premium amounts and  
16 due dates will be provided to the employee by Risk & Benefits  
17 Management. An employee may choose not to retain group health  
18 plan coverage or optional benefits during FMLA leave. However,  
19 when a employee returns from leave, the employee is entitled to be  
20 reinstated on the same terms as prior to taking the leave, including  
21 family or dependent coverages, without any qualifying conditions.

22  
23 The regulations provide for a 30-day grace period after agreed  
24 upon date for payment within which the employee may make  
25 payment of the premium without affecting health benefit coverage.  
26 If the employee does not make the payment within the 30-day  
27 grace period, the District will cease to maintain health coverage on  
28 the date the grace period ends, but in no event shall the District  
29 cease to maintain health coverage without having first given the  
30 15-day required notice.

31  
32 The District can recover premiums it paid for maintaining group  
33 health plan coverage during the period of unpaid FMLA leave if  
34 the employee fails to return to work and terminates their  
35 employment except due to:

- 36  
37 a. His/her own serious health condition.  
38  
39 b. Circumstances beyond his/her control.  
40  
41  
42 c. Denial or restoration due to key employee status.  
43

44 Authority: F.R. 825.209

- 45  
46 (5) Employees must give 30 days advance notice to the District of the  
47 need to take unpaid FMLA leave when it is foreseeable. When it is



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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 contact changes during the leave need to be submitted to Risk & Benefits Management immediately. (F.R. 825.305).

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



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

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

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

11 E. Released Time

12  
13 Each principal or Administrative Department head shall have the authority  
14 to release members of his professional support staff for less than one-half  
15 (1/2) day for temporary absence without requesting approval of the  
16 Superintendent or the Board, provided, however, that these temporary  
17 absences are kept to a minimum.  
18

19  
20 RETURNING FROM LEAVE

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

24  
25 Auth: 230.22, F.S. Imple: 231.48, F.S. and SBR 6A-1.077

26  
27 4.2.2 Extended Leave

28  
29 A. Extended leave shall be defined as leave without pay for more than ten  
30 (10) consecutive days. *Amended 7/23/91*

31  
32 B. Employees shall be eligible for extended leave without pay after three (3)  
33 or more years of continuous service. The three (3) year requirement may  
34 be waived in extenuating circumstances as recommended by the  
35 Superintendent and approved by the Board. Extended leave, when  
36 granted, shall not exceed one (1) year, except that military leave shall be  
37 granted for a longer period as necessary for the completion of active duty.  
38 Maternity leave is exempt from the three (3) year provision.

39  
40 C. An extended leave without pay request must be made in writing on the  
41 form prescribed by the District. The request shall specify the time of the  
42 leave and the reason for the request. The length of the leave and the  
43 reason for the request shall be recorded in the Board minutes. The School  
44 Board shall have the right to determine that the leave is used for the  
45 purpose set forth in the application, and if not so used, the Board shall  
46 have authority to cancel the leave.  
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D. The leave must be approved by the employee's immediate supervisor and the Superintendent or his designee before it is presented to the Board for approval.

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

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

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

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

4.2.3 Military Leave

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

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

4.2.4 Sick Leave

Any member of the professional support staff who is unable to perform his daily duties because of illness or because of the illness or death of a father, mother, brother, sister, husband, wife, child, or other close relative or member of his

1 household, and who consequently has to be absent from duty, may claim sick  
2 leave. Sick leave must be taken only when necessary and must be certified by an  
3 application signed by the applicant and approved by the principal or supervisor.  
4

5 A. Any full-time employee of the District who is unable to perform his or her  
6 duty in the District on account of personal sickness, accident disability, or  
7 extended personal illness, or because of illness or death of father, mother,  
8 brother, sister, husband, wife, child, or other close relative, or member of  
9 his or her own household, and consequently has to be absent from his or  
10 her work shall be granted leave of absence for sickness by the  
11 Superintendent. *Adopted 6/19/01*  
12

13 (1) Sick leave may be taken for maternity.  
14

15 (2) Sick leave for professional support staff shall amount to one (1) day  
16 for each month of employment to be credited at the end of the  
17 month and may be earned at the rate of one day per month.  
18

19 (3) An employee earning pay for at least seventy-five percent (75%) of  
20 the workdays in the month shall be treated as earning benefits for a  
21 month of employment. Such sick leave shall be cumulative from  
22 year to year.  
23

24 (4) There shall be no limit on the number of days of sick leave a  
25 member of the professional support staff may accrue.  
26 *Amended 6/27/95*  
27

28 (5) Sick leave used shall be charged to accumulated balances on a last-  
29 in-first-out basis. *Adopted 6/19/01*  
30

31 (6) In cases of investigated sick leave abuse, the supervising  
32 administrator may recommend to the Superintendent that the  
33 employee present a certificate of illness from a licensed physician.  
34 *Adopted 6/29/93*  
35

36 (7) Employees working in a combination of two (2) or more positions  
37 shall be assigned a primary position and shall be entitled to all  
38 benefits earned in that position. All other work shall be considered  
39 as extra pay and no additional benefits will be earned.  
40 *Amended 7/23/91*  
41

42 (8) Employees formerly employed by the School District shall have  
43 any accumulated sick leave reinstated upon reemployment. The  
44 reinstated leave shall be reduced only to the extent that the number  
45 of days used in another district exceeds the number earned in that  
46 district.  
47



1 (9) An employee may authorize his or her spouse, child, parent, or  
2 sibling who is also an employee to use sick leave that has accrued  
3 to the authorizing employee. The recipient may not use the  
4 donated sick leave until all of his or her sick leave has been  
5 depleted, excluding sick leave from the sick leave pool. Donated  
6 sick leave shall have no terminal value. *Adopted 6/19/01*  
7

8 B. Terminal Pay for Accumulated Sick Leave *Substitute adopted 6/17/97*  
9

10 (1) Any Professional Support Staff employee eligible to retire as an  
11 employee of the School Board, or his/her beneficiary if service is  
12 terminated by death, and retirees returning to active employment  
13 shall be entitled to payment for accumulated sick leave as follows:  
14

- 15 a. During the first 3 years of service, the daily rate of pay  
16 multiplied by 35 percent times the number of days of  
17 accumulated sick leave.  
18  
19 b. During the next 3 years of service, the daily rate of pay  
20 multiplied by 40 percent times the number of days of  
21 accumulated sick leave.  
22  
23 c. During the next 3 years of service, the daily rate of pay  
24 multiplied by 45 percent times the number of days of  
25 accumulated sick leave.  
26  
27 d. During the next 3 years of service, the daily rate of pay  
28 multiplied by 50 percent times the number of days of  
29 accumulated sick leave.  
30  
31 e. During and after the 13th year of service, the daily rate of  
32 pay multiplied by 100 percent times the number of days of  
33 accumulated sick leave.  
34

35 (2) Definitions  
36

37 a. Years of Service  
38

39 Years of service shall mean the number of years as an  
40 employee of the School Board of Osceola County, Florida.  
41

42 b. Professional Support Staff Employees  
43

44 Professional Support Staff Employees shall mean all  
45 employees of the School Board of Osceola County, Florida  
46 who are not classified by the School Board as instructional  
47 or administrative employees.

- 1  
2 (3) Payment shall be made at the current daily rate of pay.  
3  
4 (4) For employees with five or more years experience in the District,  
5 terminal payment for unused sick leave shall be made to the  
6 District's Section 401(a) qualified Special Pay Plan to the extent  
7 allowed by the plan document and applicable law. *Adopted 6/17/00*  
8  
9 (5) Annual contributions to the Special Pay Plan ("the plan") based on  
10 accumulated sick leave shall be made for employees enrolled in  
11 DROP to the extent allowed by the plan document and applicable  
12 law. Such contributions will be calculated each June 30  
13 subsequent to the employee's enrollment in DROP. Days for  
14 which contribution is made to the plan will be deducted from the  
15 employee's leave balance on a first in first out basis. Contributions  
16 will be calculated based on the employee's daily rate of pay as of  
17 each computation date. Amounts contributed will not be adjusted  
18 for subsequent changes in daily rate of pay. The cumulative total  
19 number of days for which contributions are made to the plan and  
20 paid as terminal sick pay will not exceed the number of days for  
21 which payment would be allowed as terminal sick pay under rules  
22 in effect on each computation date. For this calculation, days  
23 previously deducted due to plan contributions will be added back  
24 to leave balances on the computation date. Days previously  
25 contributed to the plan properly computed as of the computation  
26 dates will not be withdrawn due to subsequent leave usage by the  
27 employee or other subsequent events, except as required by law or  
28 rule. *Adopted 6/27/00*  
29

30 Auth: 231.001 & 231.40(3)(a). F.S. Imple: 231.40 F.S.

31  
32 C. Employees' Voluntary Sick Leave Bank

33  
34 (1) Membership

35  
36 Any full-time employee of the District, having been employed by  
37 the School District for at least one (1) year and having at least ten  
38 (10) days accrued sick leave by the end of September of each year  
39 (inclusive of four [4] days sick leave advanced), may enroll in the  
40 sick leave bank by voluntarily contributing one (1) sick leave day to  
41 the Bank. The enrollment shall be opened each year during the  
42 months of September and February only. Employees on leave  
43 returning to service may join the Bank within ten (10) days of their  
44 employment if they meet all other criteria.

- 45  
46 a. Enrollment must be made on the prescribed form furnished  
47 by the Personnel Department.



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- 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.

(4) Administration and Governance

- a. A Personnel Department Committee will administer the Sick Leave Bank and will determine the validity of claims against the Bank.
- b. The Personnel Department will make available an annual report of usage of the Bank to the School Board and to participating members.
- c. Appeals shall be handled by the Superintendent who will establish a five member Appeals Committee, representative of both Association and management for the purpose of settling any dispute arising from claims against the Bank. The Committee will be comprised of two members from the OCTA appointed by the President, two members appointed by the Superintendent and one professional

1 support staff employee mutually agreed upon by the  
2 Association President and the Superintendent. This  
3 Appeals Committee shall be the final authority on all  
4 disputes or interpretation involving eligibility for benefits.  
5

6 (5) Eligibility  
7

8 In the event of a serious personal illness, accident or injury over  
9 which the employee has no control, causing a participating  
10 employee to be absent from work for an extended period of time,  
11 the employee may receive paid leave as follows:  
12

- 13 a. All accumulated sick leave of the employee must first be  
14 expended, followed by a leave, not charged to sick, of five  
15 (5) workdays per incident.  
16
- 17 b. Applications must be made to the Personnel Department  
18 including a statement from a doctor attesting to the  
19 member's extended illness, accident, or injury. The  
20 statement must certify:
  - 21 1. The nature of the illness, accident, or injury.  
22
  - 23 2. That in the event of an operation, it is absolutely  
24 necessary and could not reasonably be delayed until  
25 a break in the employee's duty schedule.  
26
  - 27 3. The probable date the member would be able to  
28 return to work.  
29
- 30 c. Application must also provide permission to investigate  
31 medical records and other information needed for review or  
32 appeal.  
33
- 34 d. A participating member shall not be eligible to use sick  
35 leave from the Bank if the employee is on leave for injury  
36 or illness in the line of duty, worker's compensation, or on  
37 medical retirement.  
38

39  
40 (6) Benefits  
41

- 42 a. All cases will be reviewed by the Sick Leave Bank  
43 Approval Committee when each twentieth (20th) day of  
44 benefits has been reached up to the maximum amount  
45 allowable. At this time, the Committee may request  
46 additional medical certification. Also, at this time, any sick  
47 leave, which may have been accrued by the participant,



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must then be used before resumption of drawing from the Sick Leave Bank.

- b. Upon approval of application, a member will be allowed to draw up to a maximum of forty (40) paid sick leave days from the Bank, provided there remain sufficient leave days in the Bank.
- c. The employee shall not have to pay back in any manner the number of days used from the Sick Leave Bank except as outlined in Section (7) below.
- d. In the event a member draws from the Sick Leave Bank, that individual membership shall be suspended from the Bank membership after drawing all days authorized from the Bank. Such individuals may reinstate membership by meeting qualifications in section (1) above.

(7) Participation Abuse

Alleged abuse of the Sick Leave Bank shall be investigated by the Personnel Department. If an employee is found to have abused the use of the Sick Leave Bank, the employee shall repay all sick leave credited (in dollars) drawn from the Sick Leave Bank and, after review by the Appeals Committee, be subject to such other disciplinary action as determined by the School Board.

(8) Withdrawal from Participation

Any participating employee who wishes to withdraw from participation in the Sick Leave Bank may do so and withdrawal will be effective immediately upon receipt by the Personnel Department of written notification of the employee's intent to withdraw. Any previously contributed sick leave will become the property of the Sick Leave Bank.

(9) Discontinuance of Sick Leave Bank

If it becomes necessary to terminate the Sick Leave Bank, unused sick leave in the Bank will be distributed in the following manner:

- a. Each member will receive an equal share of the unused days to be credited to his personal accumulated sick leave account in fourths of a day.
- b. Any balance left will be disposed of at the sole discretion of the Board.

- c. In no instance will the days credited back to members be greater than the number remaining in the Bank.
- d. Any member joining this Sick Leave Bank acknowledges that the limits of liability for any challenge to the Appeals Committee's decision is limited to the number of days the individual contributed to the Bank.

D. Professional support staff personnel who are granted leaves of absence may be credited with earned accumulated annual leave upon re-employment.

#### 4.2.5 Illness-In-Line-Of-Duty

Any professional support staff employee shall be entitled to illness-in-line-of-duty leave when he has to be absent from his duty because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. The amount of illness-in-line-of-duty leave available to any such employee shall be ten (10) days during the school fiscal year. However, in the case of injury occurring under such circumstances as in the opinion of the School Board warrants it, additional in-line-of-duty leave may be granted out of local funds for such term and under such conditions as the School Board shall deem proper.

Auth: 230.22, F.S. Imple: 231.48, F.S.

#### 4.2.6 Annual Vacation Leave

Twelve-month professional support staff shall accumulate vacation as follows:

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 (1-1/2) eight-hour vacation days per month. A maximum of sixty (60)  
2 vacation days may be carried over at the end of each fiscal year. Each  
3 employee must use half of each year's earned vacation within the year in  
4 which it is earned.

5  
6 B. Annual vacation leave time for an individual employee shall be approved  
7 by the Superintendent or his designee and scheduled so that there will be a  
8 minimum disruption of the operation of the school system.

9  
10 C. Employees in positions earning vacation leave who transfer or are assigned  
11 to positions which do not earn vacation leave may receive payment for  
12 unused vacation leave at the time of transfer or reassignment. For  
13 employees with five (5) or more years experience in the District, terminal  
14 pay shall be made to the District's Section 401(a) qualified Special Pay  
15 Plan to the extent allowed by the plan document and applicable law.  
16 *Amended 6/17/00*

17  
18 D. At the time of retirement or separation of employment, unused vacation  
19 leave shall be paid as terminal pay. For employees with five (5) or more  
20 years experience in the District, terminal pay shall be made to the District's  
21 Section 401(a) qualified Special Pay Plan to the extent allowed by the plan  
22 document and applicable law. Those persons entering the Deferred  
23 Retirement Option Program (DROP) may choose to receive payment for  
24 all or part of their accumulated vacation leave at the time of entrance into  
25 the DROP. Those persons choosing to receive a partial payment will  
26 receive the remainder at the time of separation from employment. Total  
27 payment shall be limited to sixty-nine (69) days. *Adopted 1/22/91 &*  
28 *Amended 6/16/98 & 6/27/00*

29  
30 E. A leave application shall be filed with the Superintendent showing the  
31 annual leave dates.

32  
33 F. Annual leave used shall be charged to accumulated balances on a last-in-  
34 first-out basis. *Adopted 6/19/01*

35  
36 Auth: 230.33, F.S. Imple: 231.48, F.S.

37  
38 4.2.7 Personal Leave

39  
40 A. With Pay

41  
42 Any member of the professional support staff employed by the District  
43 may be absent no more than six (6) days each school year with pay for  
44 personal reasons. Such absences shall be charged only to accrued sick  
45 leave, and leave for personal reasons shall be noncumulative.  
46 Applications for such leave shall be submitted for approval. No reason  
47 need be given by the employee for personal leave other than "personal



1 reasons". Leaves for personal reasons shall be granted in advance and  
2 shall not be granted retroactively.

3  
4 B. Without Pay

5  
6 Professional support staff employees may be granted personal leave  
7 without pay for ten (10) days or less by the supervisor provided the request  
8 is submitted at least one (1) week prior to the beginning date of the leave.  
9 Employees absent without leave shall be subject to dismissal. An  
10 employee having vacation or personal charged to sick leave available may  
11 not receive personal leave without pay except in circumstances approved  
12 by the Superintendent. *Amended 7/23/91 & 6/27/95*

13  
14 Auth: 230.22, F.S. Imple: 231.48, F.S.

- 15  
16 C. An employee on personal leave, without pay, may not receive holiday pay  
17 unless he works or is on paid leave the day before and day after the  
18 holiday. Anyone on personal leave without pay for more than ten (10) days  
19 shall be placed on extended leave, if eligible, and the position advertised.  
20 Professional support staff employees who are not eligible for extended  
21 leave will be terminated after ten (10) days of personal leave without pay.  
22 The Superintendent may extend this leave in extenuating circumstances.

23  
24 4.2.8 Jury Duty

25  
26 An employee shall be authorized to be absent from assigned duties, and shall  
27 receive his regular salary plus court fees while serving as a juror in any court case.  
28 If notice of jury duty is received, the supervisor should be immediately notified in  
29 writing. Proper leave shall be requested. *Amended 7/23/91*

30  
31 In the event that the employee is excused from further attendance, the employee  
32 shall return to his place of assignment as expeditiously as possible. Leave forms  
33 will show the adjustment. *Adopted 6/27/95*

34  
35 4.2.9 Witness Leave

36  
37 An employee of the District may be absent from assigned duties and shall receive  
38 his regular salary, plus any witness fees, while serving as a witness in any court  
39 case or other legal or administrative proceeding under the following conditions:

- 40  
41 A. That the employee has been subpoenaed by the court or agency having  
42 subpoena powers.  
43  
44 B. That the employee shall submit a copy of the subpoena or letter from  
45 either attorney in the case to the supervisor. *Amended 7/23/91*

46  
47 In the event that the employee is excused from further attendance, the employee



1 shall return to his place of assignment as expeditiously as possible. Leave forms  
2 will show the adjustment.

3  
4 Auth: 230.22, F.S.

5 Imple: 231.39, F.S.

6  
7 4.2.10 Temporary Duty Elsewhere

8  
9 In certain instances employees may be assigned to be temporarily absent from  
10 their regular duties and places of employment for the purpose of performing other  
11 educational services including participating in school surveys, professional  
12 meetings, study courses, workshops, etc. Such assignment to temporary duty,  
13 ordinarily initiated by the District administration, shall be in conformance with  
14 State Board Rule 6A-184. *Amended 3/16/91*

15  
16 Employees shall receive their regular pay and be reimbursed for expenses in  
17 accordance with Board Rule 2.4.8

18  
19 Auth: 230.22, F.S.

20 Imple: SBR 6A-184 and 231.42 F.S.

21  
22 4.2.11 Charter School Leave *Adopted 7/21/98*

23  
24 An employee of the School Board may take unpaid leave to accept employment in  
25 a Charter School upon the approval of the School Board. While employed by the  
26 Charter School and on leave that is approved by the School Board, the employee  
27 may retain seniority accrued in the School District and may continue to be covered  
28 by the benefit programs of the School District, if the Charter School and the  
29 School Board agree to this arrangement and its financing. The employee must  
30 apply for Charter School Leave on an annual basis. An employee who is granted  
31 Charter School leave may not participate in the sick leave pool because the  
32 employee is not an employee of the District while on Charter School Leave. If the  
33 District at the end of the leave employs the employee, the employee may  
34 participate in the sick leave pool and will be credited with accumulated sick leave  
35 in accordance with School Board policy when the employee returns.

36  
37 4.2.12 Natural Disaster Leave *Adopted 7/21/98*

38  
39 If an employee is affected by a Natural Disaster in the county where the employee  
40 resides, then that employee may be eligible for Natural Disaster Leave.

41  
42 (a) Natural Disaster: A Natural Disaster means a tornado, hurricane, flood,  
43 fire or similar event.

44  
45 (b) Eligibility: An employee may be eligible for Natural Disaster Leave if the  
46 employee or the employee's immediate family (spouse, parents,  
47 grandparents, children, grandchildren, or siblings) have been directly



1 affected by the natural disaster. A person is directly affected by the natural  
2 disaster under the following circumstances:

- 3  
4 (1) Personal injury as a result of the natural disaster,  
5  
6 (2) Substantial loss of property as a result of the natural disaster.  
7

8 (c) Application: An eligible employee may file an application for a maximum  
9 of ten days of paid Natural Disaster Leave. The application must include  
10 documentation to support the employee's eligibility and the number of  
11 days requested. An eligible employee must file an application for Natural  
12 Disaster Leave within sixty days of the natural disaster.  
13

14 (d) Approval of Leave: A determination of eligibility for Natural Disaster  
15 Leave is solely within the discretion of the Superintendent or his designee.  
16 The number of days of Natural Disaster Leave granted to an eligible  
17 employee is also solely within the discretion of the Superintendent or his  
18 designee. An employee who has been granted Natural Disaster Leave may  
19 request an extension of the number of days of the leave. Approval of an  
20 extension is solely within the discretion of the Superintendent.  
21

22 (e) Reimbursement: The Natural Disaster Leave shall be paid retroactively to  
23 eligible employees as a reimbursement after their application has been  
24 approved by the Superintendent.  
25

#### 26 4.3 SEPARATION OF PROFESSIONAL SUPPORT STAFF

##### 27 4.3.1 Resignation

28  
29  
30 A. Resignation of employees shall require at least two (2) weeks written  
31 notice in advance of the date of termination. Unused vacation days and  
32 personal leave charged to sick may be used toward all or part of this  
33 requirement.  
34

35 B. All leave forms, termination forms, insurance card, prescription drug card  
36 and other required paper work must be on file in the District Personnel  
37 Office before the final pay check can be released. Failure to give proper  
38 notice may delay the release of the final check one pay period.  
39 Compensation for services rendered shall be made following the  
40 established payroll date schedule.  
41

42 C. An exit interview shall take place prior to or at the time of receiving the  
43 last check. Termination of all benefits shall be effective as of the last  
44 official day of employment.  
45

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



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4.3.2 Discipline and Termination

An employee with continuous employment may be disciplined or terminated as a result of unsatisfactory performance under the annual review procedures in 4.3.2 (A) or for the reasons enumerated in 4.3.2 (B). An employee on an annual status may also be disciplined or terminated under the procedures found in Rule 4.3.2(B). *Amended 6/17/97*

A. Unsatisfactory Performance by an Employee with Continuous Employment Status *Adopted 6/28/94*

- (1) 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.
- (2) An employee notified of unsatisfactory performance may request an opportunity to be considered for a transfer to another appropriate position, with a different supervising administrator, for subsequent employment.
- (3) During the remainder of the fiscal year, the employee shall be provided assistance and/or inservice training opportunities to help correct the noted performance deficiencies. The employee shall also be evaluated periodically and be kept appraised of progress achieved.
- (4) Not later than May 15 of the fiscal year, the Superintendent, after receiving and reviewing the recommendation, shall notify the employee, in writing, whether the performance deficiencies have been corrected. If the performance deficiencies have not been corrected, the Superintendent will issue a notification of termination of employment. If the employee wishes to contest the termination, the employee will have fifteen (15) days from the receipt of the Superintendent's notification to demand, in writing, a hearing. In such a hearing, the employee may raise as an issue, among other things, the sufficiency of the Superintendent's charges of unsatisfactory performance. Procedures for conducting such hearing are found below.

B. Discipline and Termination of Professional Support Staff on Annual or Continuous Employment Status *Adopted 6/28/94*

Suspension and dismissal of professional support staff personnel shall be conducted in accordance with the procedures contained below except that

1 the Superintendent may suspend members of the professional support staff  
2 in an emergency.

3  
4 (1) An employee may be suspended without pay, discharged and/or  
5 returned to annual status for reasons including but not limited to  
6 the following:

- 7
- 8 a. Violation of a policy of the School Board of Osceola  
9 County, Florida.
- 10
- 11 b. Violation of work rules.
- 12
- 13 c. Gross Insubordination - Refusal to follow a proper  
14 directive, order or assignment from a supervisor.
- 15
- 16 d. Immorality.
- 17
- 18 e. Misconduct in Office.
- 19
- 20 f. Incompetency.
- 21
- 22 g. Willful Neglect of Duty.
- 23
- 24 h. Drunkenness.
- 25
- 26 i. Conviction of any crime involving Moral Turpitude.
- 27
- 28 j. Endangering the health, safety or welfare of any student or  
29 employee of the District.
- 30
- 31 k. The conviction of a felony in the State of Florida or notice  
32 of conviction of a substantially parallel offense in another  
33 jurisdiction.
- 34
- 35 l. An act committed while off duty, which because of its  
36 publication through the media or otherwise, adversely  
37 affects the employee's performance or duties, or disrupts the  
38 operations of the District, its schools or other facilities.
- 39
- 40 m. Improper use of leave.
- 41
- 42 n. Failure to perform work-related assigned duties.
- 43
- 44 o. Intentional or negligent damage to School Board property.
- 45
- 46 p. Unethical use or administration of test materials.
- 47



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- q. Failure to report to work.
- r. Any violation of The Code of Ethics and the Principles of Professional Conduct of the Education Profession of Florida.
- s. Other infractions, as set forth from time to time in writing and disseminated by the Superintendent.

(2) An employee recommended for suspension without pay, termination and/or return to annual status may request a hearing. Such request shall be submitted in writing to the Superintendent within fifteen calendar days of receipt of notification of the action being taken.

C. Hearing Procedures *Adopted 6/28/94 Amended 10/4/94*

All hearings which concern any substantial interest of a professional support staff employee shall be conducted in accordance with the Florida Administrative Procedures Act, Chapter 120, F. S.

D. Return to Annual Status *Adopted 6/28/94*

Any member of the professional support staff who is under continuous employment status may be returned to annual status in accordance with the procedures contained above.

E. Absence After Leave Expires

Professional support staff employees who are not eligible for extended leave may, after ten (10) days of absence from their position and after sick leave expires, be recommended for dismissal. *Corrected 10/4/94*

F. The provisions contained herein shall not apply to employees during their probation period nor employees on annual status who are not recommended for re-employment at the end of their employment period. *Amended 6/28/94*

G. Unethical use or administration of test materials may constitute violation of Florida Statutes 228.301, Test Security, and may result in fines, imprisonment, and/or dismissal of involved employees.

Auth: 231.001 & 230.22, F.S.  
Imple: 230.23(5), F.S.

1 4.4 TEACHER AIDES

2  
3 It is the intent of the Board that teacher aides be used to the greatest advantage  
4 possible, including substitute teaching, consistent with the provisions of Section  
5 231.141, Florida Statutes, and State Board Rule 6A-1.70. *Amended 6/30/92*

6  
7 Auth: 230.22, F.S.

8 Imple: 231.141, F.S. and SBR 6A-1.70.

9  
10 4.5 RETIREMENT ANNUITIES PROGRAM

11  
12 A. The Board will consider annually, upon the recommendation of the  
13 Superintendent, requests for retirement annuities for school personnel with  
14 25 years or more years of creditable service (at least five [5] of which must  
15 have been in this district) who have reached the age 55 and have applied  
16 for retirement under the Florida Retirement System or Teachers  
17 Retirement System.

18  
19 (1) All requests must be received between September 1 and October  
20 31 of the calendar year for those requesting retirement during or at  
21 the conclusion of that school year or four (4) months prior to  
22 retirement if planning retirement before February of that school  
23 year.

24  
25 (2) A copy of the official determination, by the Division of  
26 Retirement, of the projected monthly benefits at the effective date  
27 of retirement based on the average monthly compensation and  
28 creditable service as of the member's early retirement date and the  
29 actual early retirement benefits shall accompany the request.

30  
31 (3) Requests of applicants between the ages of 50 and 54 may also be  
32 considered by the Board if the Board first determines for that year  
33 that is economically feasible to do so.

34  
35 B. Between November 1 and November 30 an annual survey and study will  
36 be conducted prior to the determination of the Superintendent and Board  
37 on the feasibility of the program being offered during that school year with  
38 no commitment to offer the program in future years unless the Board opts  
39 to do so after reviewing the annual survey. The employee may be required  
40 to contribute to the annuity in order to qualify.

41  
42 C. The Board upon the recommendation of the Superintendent will determine  
43 before January 15, whether or not the program will be offered for that year.

44  
45 D. If the program is offered, the Superintendent shall make recommendations  
46 pertaining to either the investment in a specific amount of current funds or  
47 the purchase of an adequate annuity either of which would provide earned



1 income in an amount sufficient to provide the annual early retirement  
2 supplemental benefit for the named employee.

3  
4 E. In the event an employee has earned experience in a public school system  
5 in another state, the Board may choose to purchase such out-of-state  
6 experience (up to five years) as is necessary to provide regular retirement  
7 benefits. This experience may not be purchased in addition to an annuity.  
8 *Adopted 6/27/95*

9  
10 F. The maximum monthly benefit to any individual shall be in compliance  
11 with Florida Statutes.

12  
13 Auth: 230.22, F.S.  
14 Imple: 231.495, F.S.

15  
16 4.6 MISCELLANEOUS

17  
18 A. Pallbearer

19  
20 The Superintendent or any principal or administrator has authority to allow  
21 an employee time off to act as a pallbearer and to permit the employee to  
22 make up the time to avoid loss of pay.

23  
24 B. Workers' Compensation

25  
26 All employees of the District are entitled to benefits of Workers'  
27 Compensation when qualified as prescribed under Florida Law. The  
28 employee shall receive his regular salary less Workers' Compensation  
29 payments while on illness-in-line-of-duty leave.

30  
31 C. Garnishment

32  
33 In every case in which an attempt is made to join the District as garnishee,  
34 the District shall impose its right of exemption as an agency of the State.

35  
36 D. Credit Inquiry

37  
38 The Superintendent, in response to a proper request by an appropriate  
39 recognized lending institution or credit bureau, is authorized for credit  
40 purposes to give the following information:

41  
42 (1) The length of employment

43  
44 (2) The status of employment

45  
46 (3) Salary earned  
47

1 In no case shall the Superintendent give any opinion as to the character of  
2 the employee.

3  
4 Auth: 230. 22, F. S.

5 Imple: 231.38, 230. 23(5), Chapter 440, and 230 . 33 ( 23), F . S .

6  
7 E. Reimbursement for Damage to Personal Items

8  
9 The Board shall reimburse professional support staff for damage to  
10 clothing, dentures, eyeglasses, prosthetic devices or artificial limbs where  
11 such damage occurs as a result of:

- 12  
13 (1) Breaking up a fight  
14  
15 (2) Protecting students or other employee(s) from physical harm or  
16 injury  
17  
18 (3) Assault and/or battery occurring in the course of the legal  
19 performance of assigned duties. Such reimbursement shall not  
20 exceed the replacement cost nor be paid when the above loss is  
21 reimbursable from other sources.

22  
23 Auth: 230.22, F.S. Imple: 230.23 (5), Chapter 440, and 230 . 33 (23)

24  
25 F. Councils *Adopted 6/27/95*

26  
27 A professional Support Staff Council and Professional Technical Council  
28 are hereby designated to represent the concerns and interests of  
29 professional support staff employees. The members of the councils shall  
30 be selected by their peers.

31  
32 The Professional Support Staff Council and Professional Technical  
33 Council are purely advisory bodies and do not have the authority to  
34 commit or obligate the School Board or District in any manner. The  
35 councils serve at the discretion of the School Board and may be modified  
36 or dissolved by future Board action in accordance with law.

37  
38 These councils are not collective bargaining units. Nothing in these  
39 provisions shall be deemed to confer on the councils those things  
40 exclusively provided to collective bargaining units, unions, or similar  
41 organizations.



# Table of Contents

## Chapter 5

### Instructional Personnel

<u>Section</u>	<u>Title</u>	<u>Page</u>
5.1	EMPLOYMENT PRACTICE .....	5-1
5.2	EMPLOYMENT CONDITIONS .....	5-25
5.3	LEAVES OF ABSENCE .....	5-29
5.4	BENEFITS AND DUTIES .....	5-38





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.  
46

- 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



1 information is given and discovered by the School District during  
2 the applicant's probationary period, the applicant may not be  
3 considered for employment until one (1) year after the date of  
4 application.  
5

6 Any employee who is discovered to have given inaccurate,  
7 incomplete or false information on the application form shall be  
8 considered for disciplinary action up to and including termination.  
9 *Adopted 6/30/92, Amended 6/17/97*

- 10  
11 (11) Prior to being recommended for employment by the  
12 Superintendent and prior to the first day of employment, the  
13 prospective instructional employee must have a completed  
14 application on file. This consists of an application, three (3)  
15 reference forms (on the District's forms or on company letterhead),  
16 TB test results, an application for Florida certification, and official  
17 transcripts of all degrees or evidence of application for such  
18 transcripts. Exceptions may be made by the Superintendent in  
19 extenuating circumstances only.  
20 *Adopted 6/29/93, Correction 6/28/96, Amended 6/17/97 & 6/27/00*

- 21  
22 (12) Reporting of Arrests *Adopted 6/15/99*

23  
24 All employees shall report, in writing, within 48 hours to the  
25 Superintendent or his/her designee, any arrests/charges placed upon  
26 them involving a child or the sale and/or possession of a controlled  
27 substance. In addition, any conviction, finding of guilt,  
28 withholding of adjudication, commitment to a pretrial diversion  
29 program, or entering a plea of guilty or Nolo Contendere for any  
30 criminal offense other than a minor traffic violation within 48  
31 hours after the final judgment shall also be reported in the same  
32 manner.  
33

34 C. Employment Procedures - Instructional

- 35  
36 (1) Statutory - Record of Personnel

37  
38 The Superintendent shall, for the purpose of improving the quality  
39 of instructional, administrative and supervisory services, establish  
40 procedures for assessing the performance of duties and  
41 responsibilities of all instructional personnel, pursuant to  
42 subsection (2) of Section 231.29, Florida Statutes.  
43

- 44 (2) Application Form

45  
46 Application forms for instructional positions may be obtained from  
47 the Personnel Department. The completed application shall be  
48 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



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 education 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. Presentation of passing scores on the reading, writing, math and professional sub-tests of the FTCE.
- 4. Demonstration of successful instructional performance.
- 5. Specific requirement for the Career Specialist certification includes completion of the Career Specialist Professional Development Program as verified by the district director of technical and adult education.  
*Adopted 6/19/01*





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(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 shall be employed as teachers in compliance with Section 2.32.1725(1)(b), Florida Statutes, and shall be governed by the criteria specified below: *Amended 6/30/92*

- 1 a. The Superintendent shall ensure that each candidate for  
2 employment in a part-time teaching position in an adult  
3 education program meets minimum requirements for  
4 employment and shall maintain records of such information  
5 in the candidate's personnel file.  
6  
7 b. Educational Training: The candidate shall hold a bachelor's  
8 or higher degree with an undergraduate or graduate degree  
9 major in the area of assignment or hold a bachelor's or  
10 higher degree in another area and thirty (30) semester hours  
11 in courses related to the area of assignment. The degree or  
12 college credit must have been completed at an accredited  
13 institution as specified in Rule 6A-4.003, FAC.  
14  
15 c. When the basic qualifications are verified and the  
16 appropriate fee and application is received, Osceola District  
17 Schools will issue a part-time adult education certificate  
18 valid for five years. The certificate will be renewable upon  
19 submission of the application and appropriate fee within the  
20 last year of the validity period. *Adopted 6/30/92*  
21

22 5.1.3 Assignment and Transfers  
23

24 The School Board shall act on recommendations of the Superintendent regarding  
25 transfer and promotion of any employee. Assignments shall be based on the  
26 qualifications of personnel and the requirements of positions, and shall be made in  
27 accordance with Section 230.23, subsection (5) (e) and Section 230.33, subsection  
28 (7)(d), Florida Statutes.  
29

30 Auth: 230.22, F.S.

31 Imple: 230.23(5)(e) and 230.33(7)(d), F.S.  
32

33 5.1.4 Contracts  
34

35 A. Annual Contracts  
36

37 The School Board shall issue contracts to all instructional personnel in  
38 accordance with Section 230.23, subsection (5)(b), Florida Statutes.  
39 Florida law provides that the School Board cannot pay salary to a regular  
40 instructional employee unless it has a contract with him. Further, the  
41 Board cannot enter into a contract with the prospective employee until he  
42 has a valid Florida certificate to teach. However, if an application for a  
43 certificate has been filed through the District contact for certification, with  
44 the necessary attachments, a contract may be issued on the basis of a State  
45 Department of Education number assignment. *Amended 6/19/01*  
46



1 The first 97 days of an initial annual contract is a probationary period.  
2 During the probationary period, the employee may be dismissed without  
3 cause or may resign from the contractual position without breach of  
4 contract. *Adopted 6/15/99*

5  
6 Auth. 230.23(5)(b) and 231.36(1)(b) Florida Statutes

7  
8 B. Continuing Contracts

9  
10 (1) A continuing contract is a contract for teaching service (as defined  
11 below), issued under the provisions of Section 231.36, Florida  
12 Statutes, entitling the holder to continuing employment without  
13 annual appointment.

14  
15 (2) An employee, who had continuing contract status prior to July 1,  
16 1984, shall be entitled to retain such contract and all rights arising  
17 therefrom in accordance with existing laws, rules of the State  
18 Board of Education or any repealed laws unless the employee  
19 voluntarily relinquishes his continuing contract. *Amended 7/23/91*

20  
21 C. Professional Service Contract

22  
23 (1) The School Board of each district shall provide a professional  
24 service contract as prescribed herein. Each member of the  
25 instructional staff, excluding supervisors and principals, in each  
26 district school system who is employed with an effective date of  
27 initial employment subsequent to July 1, 1982, who:

28  
29 a. Holds a regular certificate as prescribed by F.S. ss. 231.17  
30 and rules of the State Board of Education;

31  
32 b. Has completed three (3) years of probationary service in the  
33 district, one (1) year of which shall be the beginning teacher  
34 program where required, during a period not in excess of  
35 five (5) successive years, such service being continuous  
36 except for leave duty authorized and granted; and

37  
38 c. Has been recommended by the Superintendent for such  
39 professional service contract and reappointed by the School  
40 Board based on successful performance of duties and  
41 demonstration of professional competence shall be issued a  
42 professional service contract in such form as may be  
43 prescribed by rules of the State Board.  
44

- 1 (2) The professional service contract shall be effective at the beginning  
2 of the school fiscal year following the completion of all  
3 requirements therefore.  
4
- 5 (3) The period of service provided herein may be extended to four (4)  
6 years when prescribed by the School Board and agreed to in  
7 writing by the employee at the time of reappointment.  
8
- 9 (4) A School Board may issue a professional service contract to any  
10 employee who has previously held a professional service contract  
11 or continuing contract in the same or another district within this  
12 state.  
13
- 14 (5) A professional service contract shall be renewed each year unless  
15 the Superintendent, after receiving the recommendations required  
16 by F.S. ss. 231.29(5), charges the employee with unsatisfactory  
17 performance as determined under the provisions of F.S. ss. 231. 29  
18 and notifies the employee in writing, no later than six (6) weeks  
19 prior to the end of the post-school conference period, of  
20 performance deficiencies which may result in termination of  
21 employment, if not corrected during the subsequent year of  
22 employment (which shall be granted for an additional year in  
23 accordance with the provisions in F.S. 231.36(1), except as  
24 otherwise hereinafter provided, this action shall not be subject to  
25 the provisions of chapter 120, but the following procedures shall  
26 apply:  
27
- 28 a. On receiving notice of unsatisfactory performance, the  
29 employee, on request, shall be accorded an opportunity to  
30 meet with the Superintendent or his designee for an  
31 informal review of the determination of unsatisfactory  
32 performance.  
33
- 34 b. An employee notified of unsatisfactory performance may  
35 request an opportunity to be considered for a transfer to  
36 another appropriate position, with a different supervising  
37 administrator, for the subsequent year of employment.  
38
- 39 c. During the subsequent year, the employee shall be provided  
40 assistance and inservice training opportunities to help  
41 correct the noted performance deficiencies. The employee  
42 shall also be evaluated periodically so that he will be kept  
43 appraised of progress achieved.  
44
- 45 d. Not later than six (6) weeks prior to the close of the post-  
46 school conference period of the subsequent year, the  
47 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) Florida Statutes. A majority vote of the School Board shall be required to sustain the Superintendent's recommendation. The determination of the School Board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment; or

e. A hearing conducted by a hearing officer assigned by the State Division of Administrative Hearings of the Department of Administration. The hearing shall be conducted within 45 days of receipt of the written appeal in accordance with Chapter 120, Florida Statutes. The recommendation of the hearing officer shall be made to the School Board. A majority vote of the School Board shall be required to sustain or change the hearing officer's recommendation. The determination of the School Board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment.

D. Choosing Between Personnel on Continuing Contract or Professional Service Contracts

Should the School Board have to choose from among its personnel who are on continuing contracts or professional service contracts as to which should be retained, such decisions shall be made pursuant to the terms of a collectively bargained agreement.

1 E. Return to Annual Contract Status

2  
3 Any member of the instructional staff who is under continuing contract or  
4 professional service contract may be dismissed or returned to annual  
5 contract status only after a due process hearing as prescribed in Board Rule  
6 10.1.

7  
8 Auth: 230.22, F.S.

9 Imple: 230.23(5)(b), 231.36(3) - (5);120.53(1) 12s.57 - 129.59, and  
10 230.22(2), F.S.

11  
12 5.1.5 Suspension and Dismissal

13  
14 A. Suspension and dismissal of instructional personnel shall be conducted in  
15 accordance with the procedures contained in Board Rule 10.3 except that  
16 the Superintendent may suspend members of the instructional staff in an  
17 emergency in accordance with the provisions of Section 230.33,  
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

1 protect the educational interests of students, parents and the public at  
2 large. Substitute teachers who obtain certification in Osceola County shall  
3 possess relevant and adequate skills to demonstrate an acceptable level of  
4 professional performance. A four (4) year college degree is preferred, but  
5 not required at this time.  
6

7 The Osceola County Substitute Certificate shall be issued in accordance  
8 with Chapter 231, Florida Statutes and the School Board Rules of Osceola  
9 County pertaining to employment of instructional personnel. The cost of  
10 each certificate and certificate renewal shall be determined by the School  
11 Board. *Amended 7/23/91*  
12

13 It shall be the responsibility of each applicant to qualify for a valid  
14 certificate.  
15

16 The Osceola County Substitute Certificate shall be valid for five (5) fiscal  
17 school years and may be issued to an applicant who completes all  
18 application requirements outlined in School Board Rules.  
19

20 Application requirements are as follows:  
21

- 22 (1) Complete application on file.
- 23 (2) File a complete set of fingerprints.
- 24 (3) Be at least 18 years of age.
- 25 (4) Have a valid high school diploma or GED certificate.
- 26 (5) Complete all forms for employment.
- 27 (6) File two (2) completed references.
- 28 (7) File the results of TB testing.
- 29 (8) Present an original Social Security card.
- 30 (9) Complete drug screening.
- 31 (10) Complete interview with Personnel.

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42 **B. Compensation**

- 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.

5.2 EMPLOYMENT CONDITIONS

5.2.1 Time Schedule - School Day, Week and Year

A. Work Year

Instructional personnel are required to work each school year not less than 196 days of service excluding Sundays and holidays, which shall include

1 at least 180 actual teaching days, or the equivalent on an hourly basis, as  
2 specified by Section 236.02, subsection (3), Florida Statutes, and State  
3 Board Rule 6A-1.451(3).

4  
5 B. Supervision of Students

6  
7 All members of the faculty are responsible for the supervision of the  
8 students during school hours regardless of specific scheduled assignment.

9  
10 Teachers desiring to leave the campus between the time school starts and  
11 the end of the school day for students shall obtain permission from the  
12 principal.

13  
14 C. Released Time

15  
16 Each principal shall have the authority to release members of his staff for  
17 less than one-half (1/2) day for temporary absence without requesting  
18 approval of the Superintendent or School Board, provided, however, that  
19 these temporary absences are kept to a minimum and that the principal  
20 assumes responsibility for such absences. In cases where other staff  
21 members are able to conduct the class of the excused teacher and a  
22 substitute is not required, it shall not be necessary to charge the excused  
23 teacher with personal or sick leave; however, if personal leave is charged,  
24 the Superintendent shall be consulted. Each principal shall keep a record  
25 of such temporary absences, the time involved, and the reason for each  
26 absence.

27  
28 D. School Hours

29  
30 All schools shall maintain regularly scheduled school hours. In no case  
31 shall school be dismissed for a sports event or any other activity at an hour  
32 other than the scheduled time for dismissal without prior approval of the  
33 Superintendent. Exceptions may be made by the principal in case of  
34 emergencies where the safety and welfare of the students are in jeopardy.

35  
36 The principal of each school shall design a working schedule which will  
37 best serve the needs of the community and which shall be approved by the  
38 Superintendent and coordinated with the operation of the transportation  
39 system.

40  
41 Auth: 230.22,F.S. Imple: 236.02(3), 230.33(7)(f), and 231.085(5), F.S.

42  
43 5.2.2 Vacations and Holidays

44  
45 A. Twelve (12) month instructional personnel shall be given vacation days  
46 and holidays as may be recommended by the Superintendent and approved  
47 by the School Board.



1 Annual leave used shall be charged against accumulated balances on a  
2 last-in-first-out basis. *Adopted 6/19/01*

3  
4 B. At the time of retirement or separation of employment, unused vacation  
5 leave shall be paid as terminal pay. For employees with five or more years  
6 experience in the District, terminal payment for unused vacation leave  
7 shall be made to the District's Section 401(a) qualified Special Pay Plan to  
8 the extent allowed by the plan document and applicable law. Those  
9 persons earning vacation leave, upon entering the Deferred Retirement  
10 Option Program (DROP) may choose to receive payment for all or part of  
11 their accumulated vacation leave at the time of entrance into the DROP.  
12 Those persons choosing to receive a partial payment will receive the  
13 remainder at the time of separation from employment.  
14 *Adopted 6/16/98, Amended 6/27/00*

15  
16 C. Employees in positions earning vacation leave who transfer or are assigned  
17 to positions which do not earn vacation leave may receive payment for  
18 unused vacation leave at the time of transfer or reassignment. For  
19 employees with five or more years experience in the District, such  
20 payment for unused vacation leave shall be made to the District's Section  
21 401(a) qualified Special Pay Plan to the extent allowed by the plan  
22 document and applicable law. *Adopted 6/27/00*

23  
24 Auth: 230.22, F.S. Imple: 231.39 and 236.02(3), F.S.; and SBR 6A-1.82

25  
26 5.2.3 Temporary Duty Assignment of Employees

27  
28 When mutually agreed upon, employees may be assigned to be temporarily absent  
29 from their regular duties and places of employment for the purpose of performing  
30 other educational services, including participation in school surveys, professional  
31 meetings, study courses, workshops, etc. Such assignment to temporary duty shall  
32 ordinarily be initiated by the District administration, but an employee may request  
33 assignment to temporary duty, subject to approval by the Superintendent.  
34 Employees shall receive their regular pay and may be allowed expenses as  
35 provided in Board Rule 2.4.8. Such temporary duty shall be considered equal to  
36 the regular duties of the individual, and employees performing such assigned  
37 temporary duties shall not be considered to be on leave. Employees may not be  
38 assigned for temporary duty for the purpose of earning college credits, improving  
39 rank or renewing certificates, except when participating in a staff development  
40 program approved by the School Board.

41  
42 Auth: 230.22, F.S. Imple: 231.42, F.S. and SBR 6A-1.84.

43  
44 5.2.4 Wearing Apparel

45  
46 Teachers' dress shall be dignified, non-disruptive and in good taste. The Principal  
47 may direct any teacher whose wearing apparel, in the Principal's opinion, violates



1 this policy, to change into suitable clothing. If the teacher refuses to do so, the  
2 Superintendent may suspend the teacher until the teacher complies with the  
3 Superintendent's request. Such suspensions shall be pursuant to Section 231.36,  
4 subsection (6), Florida Statutes.

5  
6 Auth: 230.22, F.S.

7 Imple: 231.09(2), 231.36(6), 120.53(1), 120.57-120.59, 230.33(7)(e), and  
8 231.085(2), F.S.  
9

#### 10 5.2.5 Workers' Compensation

11  
12 All employees of the School Board are entitled to benefits of Workers'  
13 Compensation when qualified as prescribed under Florida Law. The employee  
14 shall receive his regular salary less workers' compensation payments while on  
15 illness-in-line-of-duty leave.  
16

#### 17 5.2.6 Pallbearer

18  
19 The head of a district department or a principal has the authority to allow any  
20 member of the instructional staff to act as pallbearer.  
21

22 Auth: 230.22, F.S.

23 Imple: 231.085, F.S.  
24

#### 25 5.2.7 Tutoring

26  
27 No member of the instructional staff shall receive compensation for tutoring a  
28 pupil enrolled in his or her class. Teachers who receive compensation for tutoring  
29 shall not use public school facilities for such purpose.  
30

31 Auth: 230.22, F.S.

32 Imple: 232.02, F.S., and SBR 6A-1.951.  
33

#### 34 5.2.8 Residence

35  
36 Teachers employed by the School Board are encouraged but not required to live in  
37 Osceola County. Living out of the county does not exempt the teacher in any way  
38 from his prescribed duties.  
39

#### 40 5.2.9 Inter-school and Intra-school Visitation

41  
42 A member of a school's instructional staff may be recommended by the principal  
43 and Director of Staff Development for a maximum of two (2) days of visitation  
44 per year for the purpose of improving instruction. The teacher shall make  
45 necessary arrangements with the school to be visited. Under no circumstances  
46 shall a teacher visit another school unless the visit has been prearranged and  
47 provided, further, that the teacher, upon arrival to the host school, reports first to



1 the office of the principal. Application should be made according to provisions of  
2 the Master In-service Plan, a copy of which shall be available in each school  
3 library.

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

### 7 8 5.3 LEAVES OF ABSENCE

9  
10 During the school year, when it is necessary to be absent from duty, any member  
11 of the instructional staff may secure leave of absence as prescribed by law,  
12 pursuant to rules of the Board. Any such leave shall be classified as one of the  
13 following:

- 14 A. Illness-in-line-of-duty leave
- 15
- 16 B. Maternity leave
- 17
- 18 C. Military leave
- 19
- 20
- 21 D. Personal leave
- 22
- 23 E. Professional leave
- 24
- 25 F. Staff Development leave
- 26
- 27 G. Sick leave
- 28
- 29 H. Sabbatical leave
- 30
- 31 I. Adoptive leave
- 32
- 33 J. Jury Duty Leave
- 34
- 35 K. Witness Leave
- 36
- 37 L. Charter School Leave
- 38
- 39 M. Natural Disaster Leave

40  
41 Auth: 230.22, F.S.  
42 Imple: 231.39 - 231.43, F.S., SBR 6A-1.76 and 6A-1.77

#### 43 44 5.3.1 Authority for Leave

45  
46 The Superintendent may grant leaves as authorized by School Board Rules. When  
47 leave is granted, it shall be with or without pay as provided by law and School

1 Board Rule, and shall be allowed only when the operation of schools is protected  
2 against undue interruption because of the absence of employees. *Amended 7/23/91*

3  
4 Auth: 230.22, F.S.

5 Imple: 231.39 - 231.43, F.S., SBR 6A-1.76

6  
7 5.3.2 Advance Granting of Leave

8  
9 Leaves shall be officially granted in advance and shall not be granted  
10 retroactively, provided that leaves for sickness or other emergencies may be  
11 deemed to be granted in advance if prompt reporting is made to the proper  
12 authority.

13  
14 Auth: 230.22, F.S.

15 Imple: 231.39 - 231.43, F.S., SBR 6A-1.76.

16  
17 5.3.3 Purpose Specified

18  
19 Leave granted on the request of an employee shall be for a particular purpose or  
20 cause which shall be set forth in a written application. The Board reserves the  
21 right to determine that the leave is issued for the purpose or cause set forth in the  
22 application. If not so used as specified, the leave approval is subject to  
23 cancellation by the School Board.

24  
25 Auth: 230.22, F.S.

26 Imple: SBR 6A-1.79 and 231.39, F.S.

27  
28 5.3.4 Records of Absence

29  
30 The principal of each school shall see that records of leave are kept and submitted  
31 to the Superintendent at least once a month on forms prescribed for that purpose  
32 in accordance with Section 231.45, Florida Statutes. The Superintendent shall  
33 keep complete records of all instructional personnel with regard to absences, and  
34 shall consult with the School Board concerning the disposition of any claims for  
35 payment of benefits as provided herein.

36  
37 Auth: 230.22, F.S.

38 Imple: 231.45 and 231.46, F.S., SBR 6A-1.77

39  
40 5.3.5 Illness-in-line-of-Duty Leave

41  
42 "Illness-in-line-of-duty" is absence from duties necessary because of personal  
43 injury received in the discharge of duty or because of illness from a contagious or  
44 infectious disease determined to have been contracted in school work.

45  
46 Auth: 230.22, F.S. Imple: 231.41, F.S.



1 5.3.6 Maternity Leave

2  
3 Maternity leave shall be granted for absence necessary by reason of pregnancy and  
4 child birth. Sick leave may be granted for maternity leave, to the extent of an  
5 employee's eligibility for sick leave, at the option of the employee.

6  
7 Auth: 230.22, F.S.  
8 Imple: 231.39(s) and 231.40, F.S.  
9

10 5.3.7 Military Leave

11  
12 Military leave shall be granted without pay, except as provided in Section 115.07,  
13 Florida Statutes, to employees who are required to serve in the Armed Forces of  
14 the United States or of this State in fulfillment of obligations incurred under  
15 Selective Service laws or because of membership in the reserves of the Armed  
16 Forces or National Guard. At the termination of this service, employees must  
17 make application for reemployment within six (6) months following the date of  
18 discharge or release from active duty. The School Board shall have a period not to  
19 exceed six (6) months, to reassign the employee to duty in the school system.  
20 Military leave shall not be counted as years of service toward a continuing  
21 contract.  
22

23 Auth: 230.22, F.S.  
24 Imple: 231.39(2) and 115.07 F.S.  
25

26 5.3.8 Personal Leave

27  
28 A. Without Pay  
29

30 Instructional personnel may be granted personal leave without pay by the  
31 Principal or Administrator. A person on personal leave without pay may  
32 not receive holiday pay unless he works or is on paid leave the day before  
33 and the day after the holiday. *Amended 7/23/91*  
34

35 B. Charged to Sick Leave  
36

37 A member of the instructional staff may be absent with pay for personal  
38 reasons. Such absences shall be charged only to accrued sick leave as  
39 provided by law and leave for personal reasons shall be noncumulative.  
40

41 Auth: 230.22, F.S.  
42 Imple: 231.43, F.S., 231.40(2)(a)2  
43

44 5.3.9 Professional Leave

45  
46 Professional leave is defined as leave granted to a member of the instructional  
47 staff to engage in activities which will result in his professional benefit and

1 advancement, including earning of college credits and degrees, or that will  
2 contribute to the profession of teaching.

3  
4 Auth: 230.22, F.S. Imple: 231.39(1), F.S.

5  
6 5.3.10 Sick Leave

7  
8 A. Sick Leave

9  
10 Any full-time employee of the District who is unable to perform his or her  
11 duty in the District on account of personal sickness, accident disability, or  
12 extended personal illness, or because of illness or death of father, mother,  
13 brother, sister, husband, wife, child, or other close relative, or member of  
14 his or her own household, and consequently has to be absent from his or  
15 her work shall be granted leave of absence for sickness by the  
16 Superintendent. *Adopted 6/19/01*

17  
18 An employee may authorize his or her spouse, child, parent, or sibling who  
19 is also an employee to use sick leave that has accrued to the authorizing  
20 employee. The recipient may not use the donated sick leave until all of his  
21 or her sick leave has been depleted, excluding sick leave from the sick  
22 leave pool. Donated sick leave shall have no terminal value. *Adopted*  
23 *6/19/01*

24  
25 Sick leave used shall be charged against accumulated balances on a last-in-  
26 first-out basis. *Adopted 6/19/01*

27  
28 In cases of investigated sick leave abuse, the principal may recommend to  
29 the Superintendent that the employee present a certificate of illness from a  
30 licensed physician. *Amended 6/29/93*

31  
32 Absence because of illness beyond accumulated sick leave is considered  
33 personal leave without pay. *Amended 7/23/91*

34  
35 B. Terminal Pay for Accumulated Sick Leave

36  
37 (1) Instructional personnel eligible to retire as provided by law, or  
38 his/her beneficiary if service is terminated by death, and retirees  
39 returning to active employment shall be entitled to payment for the  
40 maximum accumulated sick leave allowed by law at time of  
41 termination. Payment shall be made at the current daily rate of  
42 pay.

43  
44 (2) For employees with five or more years experience in the District,  
45 terminal payment for unused sick leave shall be made to the  
46 District's Section 401(a) qualified Special Pay Plan to the extent  
47 allowed by the plan document and applicable law. *Adopted 6/27/00*



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(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

5.3.12 Sabbatical Leave

Sabbatical leave for study, research, educational travel or such reason as approved by a sabbatical committee shall be granted by the Board to teachers who have four (4) or more years of service in Osceola County. This leave shall be granted for a period not to exceed one (1) year.

5.3.13 Adoptive Leave

A teacher adopting a child of pre-school age or less shall be entitled to adoptive leave without pay not to exceed one (1) year.

1  
2 5.3.14 Jury Duty  
3

4 An employee shall be authorized to be absent from assigned duties, and shall  
5 receive his regular salary plus court fees while serving as a juror in any court case.  
6 If notice of jury duty is received, the Principal or Administrator should be  
7 immediately notified in writing. Proper leave shall be requested. *Amended*  
8 *7/23/91*  
9

10 In the event that the employee is excused from further attendance, the employee  
11 shall return to his place of assignment as expeditiously as possible. Leave forms  
12 will show the adjustment. *Amended 6/27/95*  
13

14 Auth: 230.22, F.S. Imple: 231.39, F.S.  
15

16 5.3.15 Witness Leave  
17

18 An employee of the School Board may be absent from assigned duties and shall  
19 receive his regular salary, plus any witness fees, while serving as a witness in any  
20 court case or other legal or administrative proceeding under the following  
21 conditions:  
22

- 23 A. That the person has been subpoenaed by the court or agency having  
24 subpoena powers.  
25  
26 B. That the employee shall submit a copy of the subpoena or letter from  
27 either attorney in the case to the Principal or Administrator.  
28

29 In the event that the employee is excused from further attendance, the employee  
30 shall return to his place of assignment as expeditiously as possible. Leave forms  
31 will show the adjustment. *Amended 7/23/91 & 6/27/95*  
32

33 Auth: 230.22, F.S. Imple: 231.39, F.S.  
34

35 5.3.16 Family Medical Leave *Adopted 7/2/96, Substitute adopted 6/15/99*  
36

37 The board will provide Family and Medical Leave to qualified employees  
38 pursuant to the provisions of The Family and Medical Leave Act (FMLA), Federal  
39 Regulations. The Superintendent is authorized to create and carry out all  
40 procedures necessary to implement this Rule and The Family and Medical Leave  
41 Act of 1993.  
42

43 Authority: Federal Regulations, Part 825 of the Code of Federal Regulations,  
44 Title 29, US Department of Labor, Employment Standards Administration, Wage  
45 and Hour Division.  
46



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A. To be “eligible” to apply for leave authorized under the FMLA, an employee must:

- (1) have worked for the District for at least twelve (12) months; and
- (2) 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.

B. Leave may be requested for any of the following reasons:

- (1) Birth of a child and care for a newborn child
- (2) Placement of a child for adoption or foster care  
(Leave must be completed within 12 months of birth, adoption or foster placement, 825.201)
- (3) Leave to care for employee’s spouse, child or parent with a serious health condition
- (4) Leave due to employee’s own serious health condition that makes the employee unable to perform the functions of his/her position because he/she is:
  - a. unable to work at all due to the serious health condition; or
  - b. unable to perform any one of the essential functions of the position within the meaning of the Americans with Disabilities Act, due to the serious health condition.

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

D. FMLA requires an employer to maintain coverage under any “group health plan...for the duration of such leave and under the conditions coverage would have been provided if the employee had continued in employment



1 continuously for the duration of such leave.” In the case of unpaid FMLA  
2 leave, premium amounts and due dates will be provided to the employee  
3 by Risk & Benefits Management. An employee may choose not to retain  
4 group health plan coverage or optional benefits during FMLA leave.  
5 However, when a employee returns from leave, the employee is entitled to  
6 be reinstated on the same terms as prior to taking the leave, including  
7 family or dependent coverages, without any qualifying conditions.  
8

9 The regulations provide for a 30-day grace period after agreed upon date  
10 for payment within which the employee may make payment of the  
11 premium without affecting health benefit coverage. If the employee does  
12 not make the payment within the 30-day grace period, the District will  
13 cease to maintain health coverage on the date the grace period ends, but in  
14 no event shall the District cease to maintain health coverage without  
15 having first given the 15-day required notice.  
16

17 The District can recover premiums it paid for maintaining group health  
18 plan coverage during the period of unpaid FMLA leave if the employee  
19 fails to return to work and terminates their employment except due to:  
20

- 21 (1) His/her own serious health condition.
- 22
- 23 (2) Circumstances beyond his/her control.
- 24
- 25 (3) Denial or restoration due to key employee status.
- 26

27 Authority: F.R. 825.209  
28

- 29 E. Employees must give 30 days advance notice to the District of the need to  
30 take unpaid FMLA leave when it is foreseeable. When it is not practicable  
31 under the circumstances to provide such advance notice, notice must be  
32 given “as soon as practicable,” ordinarily within one or two business days  
33 of when the employee learns of the need for the leave. F.R. 825.100;  
34 825.302.  
35
- 36 F. Employees who wish to take Medical Leave as outlined above, should  
37 consult with employers when giving notice and make reasonable efforts to  
38 schedule the leave so as not to unduly disrupt the employer’s operations,  
39 subject to approval of the health care provider (F.R. 825.302; 825.303).  
40
- 41 G. Medical Leave as outlined above may be taken intermittently when  
42 medically necessary. Under such circumstances, the employer may require  
43 the employee to transfer temporarily, during the period the intermittent or  
44 reduced leave schedule is required, to an available alternative position for  
45 which the employee is qualified and which better accommodates recurring  
46 periods of leave than does the employee’s regular leave position (F.R.  
47 825.203; 825.204).



1  
2 H. Although FMLA leave is generally unpaid, the Act permits an employee to  
3 substitute accrued paid leave under certain circumstances. Accrued paid  
4 vacation or personal leave may be substituted for any FMLA qualifying  
5 purposes. Any accrued paid leave used will run concurrently with the  
6 employee's FMLA leave. If the employer designates the leave as FMLA  
7 leave, the employee's FMLA 12-week leave entitlement may run  
8 concurrently with a worker's compensation absence when the injury is one  
9 that meets the criteria for a serious health condition.

10  
11 As the worker's compensation absence is not unpaid leave, the provision  
12 for substitution of the employee's accrued paid leave is not applicable  
13 (F.R. 825.207).

14  
15 I. The District will require a medical certification from a health care provider  
16 to support ALL FMLA leave requests. Employees must provide such  
17 certification in a timely manner. In addition, for leaves due to a serious  
18 health condition, a periodic status report will be required and the employee  
19 will be required to provide a fitness-for-duty at the time the employee  
20 returns to work. Also, the employee has a responsibility to advise Risk &  
21 Benefits Management of any significant changes in his/her condition or  
22 condition of family member who is under his/her care. Any employee  
23 contact changes during the leave need to be submitted to Risk & Benefits  
24 Management immediately. (F.R. 825.305).

25  
26 J. An eligible employee who takes FMLA leave is entitled to be restored to  
27 the same position that the employee held when the leave started, or to an  
28 equivalent position with equivalent benefits, pay, and other terms and  
29 conditions of the employment.

30  
31 5.3.17 Charter School Leave

32  
33 An employee of the School Board may take unpaid leave to accept employment in  
34 a Charter School upon the approval of the School Board. While employed by the  
35 Charter School and on leave that is approved by the School Board, the employee  
36 may retain seniority accrued in the School District and may continue to be covered  
37 by the benefit programs of the School District, if the Charter School and the  
38 School Board agree to this arrangement and its financing. The employee must  
39 apply for Charter School Leave on an annual basis. An employee who is granted  
40 Charter School leave may not participate in the sick leave pool because the  
41 employee is not an employee of the District while on Charter School Leave. If the  
42 District at the end of the leave employs the employee, the employee may  
43 participate in the sick leave pool and will be credited with accumulated sick leave  
44 in accordance with School Board policy when the employee returns.  
45



1 5.3.18 Natural Disaster Leave

2  
3 If an employee is affected by a Natural Disaster in the county where the employee  
4 resides, then that employee may be eligible for Natural Disaster Leave.

5  
6 A. Natural Disaster: A Natural Disaster means a tornado, hurricane, flood,  
7 fire or similar event.

8  
9 B. Eligibility: An employee may be eligible for Natural Disaster Leave if the  
10 employee or the employee's immediate family (spouse, parents,  
11 grandparents, children, grandchildren, or siblings) have been directly  
12 affected by the natural disaster. A person is directly affected by the natural  
13 disaster under the following circumstances:

14  
15 (1) Personal injury as a result of the natural disaster,

16  
17 (2) Substantial loss of property as a result of the natural disaster.

18  
19 C. Application: An eligible employee may file an application for a maximum  
20 of ten days of paid Natural Disaster Leave. The application must include  
21 documentation to support the employee's eligibility and the number of  
22 days requested. An eligible employee must file an application for Natural  
23 Disaster Leave within sixty days of the natural disaster.

24  
25 D. Approval of Leave: A determination of eligibility for Natural Disaster  
26 Leave is solely within the discretion of the Superintendent or his designee.  
27 The number of days of Natural Disaster Leave granted to an eligible  
28 employee is also solely within the discretion of the Superintendent or his  
29 designee. An employee who has been granted Natural Disaster Leave may  
30 request an extension of the number of days of the leave. Approval of an  
31 extension is solely within the discretion of the Superintendent.

32  
33 E. Reimbursement: The Natural Disaster Leave shall be paid retroactively to  
34 eligible employees as a reimbursement after their application has been  
35 approved by the Superintendent.

36  
37 5.4 BENEFITS AND DUTIES

38  
39 5.4.1 Retirement and Retirement Annuities Program

40  
41 A. Florida Retirement System

42  
43 All new school employees must participate in the Florida Retirement  
44 System (FRS) as a condition of employment.  
45



1 B. Teachers Retirement System

2  
3 Instructional Personnel on the Teachers Retirement System (TRS) prior to  
4 December 1, 1970, may continue in the Teachers Retirement System,  
5 provided there has been no break in continuity of service. Teachers in  
6 question should check with the Personnel Department or with the  
7 Retirement System as to their status. Contributions by members of the  
8 TRS shall be outlined in Section 238.11 Florida Statutes.  
9

10 C. Retirement Annuities Program *Amended 11/7/95*

11  
12 (1) The School Board will consider annually, upon the  
13 recommendation of the Superintendent, requests for retirement  
14 annuities for school personnel with 25 or more years of creditable  
15 service (at least five [5] of which must have been in this district)  
16 who have reached the age of 55 and have applied for retirement  
17 under the Florida Retirement System or Teachers Retirement  
18 System.  
19

20 a. All requests must be received between September 1 and  
21 October 31 of the calendar year for those requesting  
22 retirement during or at the conclusion of that school year or  
23 four (4) months prior to retirement if planning retirement  
24 before February of that school year.  
25

26 b. A copy of the official determination, by the Division of  
27 Retirement, of the projected monthly benefits at the  
28 effective date of retirement based on the average monthly  
29 compensation and creditable service as of the member's  
30 early retirement date and the actual early retirement benefits  
31 shall accompany the request.  
32

33 c. Requests of applicants between the ages of 50 and 54 may  
34 also be considered by the School Board if the Board first  
35 determines for that year that is economically feasible to do  
36 so.  
37

38 (2) Between November 1 and November 30 an annual survey and  
39 study will be conducted prior to the determination of the  
40 Superintendent and School Board on the feasibility of the program  
41 being offered during that school year with no commitment to offer  
42 the program in future years unless the School Board opts to do so  
43 after reviewing the annual survey. The employee may be required  
44 to contribute to the annuity in order to qualify.  
45

- 1 (3) The Board upon the recommendation of the Superintendent will  
2 determine before January 15, whether or not the program will be  
3 offered for that year.  
4  
5 (4) If the program is offered, the Superintendent shall make  
6 recommendations pertaining to either the investment in a specific  
7 amount of current funds or the purchase of an adequate annuity  
8 either of which would provide earned income in an amount  
9 sufficient to provide the annual early retirement supplemental  
10 benefit for the named employee.  
11  
12 (5) In the event an employee has earned experience in a public school  
13 system in another state, the School Board may choose to purchase  
14 such out-of-state experience (up to five years) as is necessary to  
15 provide regular retirement benefits. This experience may not be  
16 purchased in addition to an annuity.  
17  
18 (6) The maximum monthly benefit to any individual shall be in  
19 compliance with Florida Statutes.

20  
21 Auth: 230.22, F.S. Imple: 231.495, F.S.  
22

23 5.4.2 Social Security  
24

25 Social Security is required of every member of the Florida Retirement System.  
26

27 Auth: 230.22, F.S. Imple: 121.05(3), F.S.  
28

29 5.4.3 Legal Duties  
30

31 Instructional Personnel shall be subject to the rules and regulations of the State  
32 Board, Section 231.09, Florida Statutes, and to those rules of the School Board  
33 contained herein in the performance of their duties.  
34

35 Auth: 230.22, F.S. Imple: 231.09, F.S.  
36

37 5.4.4 Professional Duties  
38

39 A. Co-Curricular Responsibilities  
40

41 Each member of the instructional staff, acting under the guidance of the  
42 principal, shall carry, regardless of class load assignment, his/her fair share  
43 of the total concerns of the school including inservice training, faculty  
44 meetings, policy making, noon activity duty, committee assignments, and  
45 such other duties and responsibilities as are necessary to make the school  
46 function as a total unified entity; provided, however, the additional duties  
47 and responsibilities as described herein shall be subject to the provisions



1 of any collective bargaining agreement entered into between the School  
2 Board and members of the instructional staff.

3  
4 Duty for Guidance Counselors will be assigned in accordance with the  
5 Board adopted 75/25 plan as specified by State Statutes.

6  
7 B. Faculty Meetings

8  
9 Each principal shall hold regular faculty meetings and may hold such  
10 special faculty meetings as may be considered necessary. No teacher shall  
11 be absent from a faculty meeting without the principal's prior approval.  
12 Faculties shall consider among other items the following matters:

- 13  
14 (1) Administrative problems and procedures  
15  
16 (2) School policies  
17  
18 (3) Professional study for improvement  
19  
20 (4) Involvement in total curriculum  
21  
22 (5) Youth guidance

23  
24 C. Field Trips

25  
26 Teachers planning field trips shall:

- 27  
28 (1) Schedule each trip with school principal, specifying the  
29 destination, the method of transportation, and the period of absence  
30 from school.  
31  
32 (2) Complete all necessary arrangements with the organization, firm,  
33 or owner or the property to be visited.  
34  
35 (3) Obtain from parents of all pupils who are to participate in a field  
36 trip written permission, on the District form, for their children to be  
37 away from school during the time required for the trip and to  
38 participate in the planned activity.  
39  
40 (4) Notify Food Service in advance of any trips interrupting normal  
41 lunch periods. (Refer to Chapter 8, Section 8.8.4 of these Rules)

42  
43 School buses may be used for school activity trips for which  
44 approval has been obtained from the Superintendent as provided in  
45 Rule 3.1.1.

46  
47 Auth: 230.22, F.S. Imple: 231.085 and 231.09, F.S.

1  
2 5.4.5 Attendance Records  
3

4 It shall be the responsibility of the principal to ensure that complete and accurate  
5 attendance records are maintained. It shall also be the principal's responsibility to  
6 ensure that teachers keep complete and accurate records of individual class  
7 attendance in their grade books. The teachers' grade books are kept at the school  
8 as back-up documentation to attendance. *Amended 6/30/92*  
9

10 Auth: 230.22, F.S. Imple: 231.085(3) and 231.09(7), F.S.  
11

12 5.4.6 Lesson Plans  
13

14 Each teacher shall follow a regular system of unit and lesson planning. The  
15 practice of merely giving text and workbook pages shall be considered inadequate.  
16 The principal shall assist teachers in the development of satisfactory unit and  
17 lesson plans to ensure an adequate instructional program.  
18

19 Auth: 230.22, F.S. Imple: 231.09(1), F.S.  
20

21 5.4.7 Teacher Salaries and Benefits  
22

23 A. General  
24

25 Teachers shall be paid at the level of experience and degree or its  
26 equivalent as shown on the official transcript from an accredited college or  
27 university in combination with appropriate experience when required and  
28 shall accrue benefits under the provisions of employment set forth in  
29 subsections 230.33(7)(b) and 230.23(5)(d), and Sections 231.02 and  
30 236.0711, Florida Statutes, and in accordance with State Board Regulation  
31 6A-1.52. The salary schedule shall be based on a full day schedule of  
32 assigned responsibilities during the 196-day or longer school year.  
33

34 B. Experience  
35

36 Teaching and vocational experience shall be allowed based on criteria  
37 recommended by the Superintendent and approved by the School Board.  
38 Administrative experience shall count as teaching experience on the salary  
39 schedule.  
40

41 C. Substitute Teachers  
42

43 The Superintendent is authorized to act on behalf of the School Board in  
44 appointing emergency teachers in accordance with the provisions of State  
45 Board Regulation 6A-1.54 and Board Policy Chapter 5.  
46



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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.





# Table of Contents

## Chapter 6

### Student Services

<u>Section</u>	<u>Title</u>	<u>Page</u>
6.1	STUDENT SERVICES .....	6-1
6.2	SCHOOL ATTENDANCE AND ADMISSION.....	6-5
6.3	PUPIL PROGRESSION PLAN .....	6-19
6.4	EDUCATIONAL RECORDS OF STUDENTS .....	6-20
6.5	SOCIAL FUNCTIONS .....	6-33
6.6	MISCELLANEOUS .....	6-48
6.7	DROP OUT PREVENTION COMPREHENSIVE PLAN (PROGRAMS) .....	6-53
6.8	PLEDGE OF ALLEGIANCE .....	6-53
6.9	DRIVER'S LICENSE .....	6-53





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. When a student is diagnosed as having AIDS (Acquired Immune  
37 Deficiency Syndrome), AIDS-related complex or symptomatic infection,  
38 the Superintendent shall be notified. The Superintendent shall  
39 immediately establish a review panel to consider the facts and make  
40 recommendations as to how the student may best be served. Upon the  
41 receipt of the panel's recommendations, the Superintendent shall make a  
42 decision as to the placement of the student. The decision of the  
43 Superintendent shall be final.  
44

45 The panel shall include, but not be limited to, the Director of Student  
46 Services and other appropriate educational personnel, the County Health  
47 Unit Director or designee, the student's physician and the parent or



1 guardian. The School Nurse shall serve as the liaison with the review  
2 panel as the student's advocate in the school and as the coordinator of  
3 services provided by other personnel. The liaison will be responsible for  
4 monitoring the behavior and medical condition of the student and  
5 recommending to the review panel any changes in placement.  
6

7 Any infected student experiencing a mental, emotional, or physical  
8 handicapping condition due to AIDS shall be served according to rules and  
9 policies governing the appropriate exceptional student education category.  
10 Any infected student determined for medical or behavioral reasons to pose  
11 a risk of transmission of the AIDS virus to other students shall be placed  
12 in an educational environment, which will minimize such risk of  
13 transmission to others. The review panel shall make recommendations to  
14 the Superintendent for placement in a setting other than the regular  
15 classroom on the basis of well-documented evidence. The decision of the  
16 Superintendent as to placement shall be final.  
17

18 As with all changes in placement, the appropriate existing staffing and due  
19 process shall be followed. Examples of such cases include students who  
20 have exhibited aggressive or violent behavior, who cannot control body  
21 functions, or who exhibit behaviors in school or have conditions which are  
22 likely to transmit the disease to others. A student with AIDS may require  
23 a change in placement for his own protection when cases of chicken pox,  
24 measles or other communicable diseases occur within the school  
25 population. Such a decision shall be made in consultation with members  
26 of the review panel. Considerations for such decisions should include  
27 such factors as the condition of the infected student, incidence of  
28 diagnosed cases and the degree of exposure of the child.  
29

30 Any student's right to privacy and confidentiality of records shall be  
31 protected in accordance with procedures established in state and federal  
32 laws. Knowledge that a student is infected with the AIDS virus shall be  
33 limited to those who have a legitimate need to know. These persons should  
34 be provided with appropriate information concerning necessary  
35 precautions and confidentiality requirements.  
36

37 D. A student who is found to have head lice (Pediculosis) shall be excluded  
38 from school until cleared by the School Health Aide, the registered nurse  
39 assigned to the school, or any other approved School Board personnel.  
40 *Revised 7/21/98*  
41

42 School personnel will use the following procedure with regard to headlice:  
43

- 44 (1) The school screens the student and finds the student with head lice.
- 45
- 46 (2) The school contacts the parent to pick up the infested student.
- 47



1 (3) The school Health Aide provides the parent with written  
2 procedures for the treatment of the student, the home environment,  
3 and the process of clearing the student for return to school (Form  
4 FC-600-0649)  
5

6 (4) The Health Aide informs the school attendance staff that the child  
7 has gone home with head lice in order that the attendance can be  
8 accurately reported.  
9

10 (5) A referral to Student Services shall be made when excessive  
11 student absences occur due to an infestation that has not been  
12 cleared.  
13

14 When contact with a parent cannot be made before the close of the school  
15 day for a bus student, the student will be transported home by bus that day.  
16 Parents will be required to accompany the student to school for clearance.  
17 Once cleared, bus transportation will be resumed. *Amended 7/23/91*  
18

19 E. Pursuant to Section 464.022 (5), F.S., nursing assistants, also known as  
20 health aides, may render services while under the supervision of a  
21 registered professional nurse (R.N.). In any facility in which health aides  
22 (nursing assistants) perform functions which constitute the practice of  
23 professional or practical nursing, the R.N. charged with the responsibility  
24 for supervision of the health aide (nursing assistant) shall have the  
25 responsibility for nursing practice acts performed by the health aide  
26 (nursing assistant) which implement any treatment or pharmaceutical  
27 regimen which may produce side or toxic effects, allergic reactions or  
28 other unusual effects that may endanger a patient's life or well-being. The  
29 R.N. shall be readily available for and provide direction, consultation and  
30 instruction to the health aide (nursing assistant), review and compare  
31 medication orders and medications for accuracy, monitor patients  
32 receiving medication, including conditions which contraindicate continued  
33 administration of medication.  
34

35 Auth: 230.22, F.S. Imple: 402.32(5), F.S.  
36

37 F Invasive Medical Services  
38

39 (1) Pursuant to 232.465, Florida Statutes, Nonmedical school district  
40 personnel shall not be allowed to perform invasive medical  
41 services that require special medical knowledge, nursing judgment,  
42 and nursing assessment. The procedures include, but are not  
43 limited to:  
44

45 a. Sterile catheterization  
46

47 b. Nasogastric tube feeding



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c. Cleaning and maintaining a tracheostomy and deep suctioning of a tracheostomy

(2) Pursuant to 232.465, Florida Statutes, Nonmedical assistive personnel (ESE/Regular Education Teacher's Aide, Health Assistant, Clinic Aide, Classroom Aide and/or Designated Clerical Staff) of the school district shall be allowed to perform health-related services upon successful completion of child-specific training by a registered nurse, a licensed practical nurse, or physician licensed pursuant to chapter 458 or chapter 459. All procedures shall be monitored periodically by the school nurse. The procedures include, but are not limited to:

- a. Cleaning intermittent catheterization
- b. Gastrostomy tube feeding
- c. Monitoring of blood glucose
- d. Administering emergency injectible medication

For all other invasive medical services not listed in sections (1) and (2) above, a registered nurse, a licensed practical nurse, or physician licensed pursuant to chapter 458 or 459 shall determine if nonmedical school district personnel shall be allowed to perform such service.

6.1.6 Working with Community and Governmental Agencies

Student Services shall work closely and cooperatively with out-of-school community and governmental agencies in an attempt to meet the needs of students in the community. School personnel shall be given a listing of all community and governmental agencies, their contact people and responsibilities. Student Services shall act as liaison between the school system and these agencies. Such agencies shall be given guidelines for requesting information from the school principal and all other circumstances as they relate to students. *Amended 7/21/98*

Auth: 230.22, F.S.                      Imple: 230.23(12), F.S.

6.1.7 Testing Services

The Purpose of the District Testing Program, an integral part of the instructional process, is to identify strengths and weaknesses in students' learning and to assess the attainment of educational goals of the school district and the State of Florida.

The information gained from the testing results will be used to provide better learning opportunities for students.

1  
2 The District Testing Program shall be administered in a consistent manner  
3 throughout the district with every effort made to ensure proper use of objective,  
4 valid, reliable measures, and interpretation of all test data.  
5

6 Unethical use or administration of test materials may constitute a violation of  
7 Florida Statutes 228.301, Test Security, and may result in fines, imprisonment,  
8 and/or dismissal of involved personnel.  
9

10 Guidelines and procedures for implementing this policy are found in the District  
11 Testing Handbook.  
12

13 6.1.8 Conflict Resolution Services *Adopted 6/28/94*  
14

15 Each school may request conflict resolution services from the Department of  
16 Student Services. These activities are meant to diffuse hostilities between  
17 students, promote positive relationships, and lessen the likelihood of disciplinary  
18 action.  
19

20 6.2 SCHOOL ATTENDANCE AND ADMISSION  
21

22 6.2.1 School Attendance  
23

24 A. General Requirements *Revised 7/21/98*  
25

- 26 (1) All children who have attained the age of six (6) years or who will  
27 be six (6) years of age by February 1st of any school year, or who  
28 are older than six (6) but have not attained the age of sixteen (16)  
29 years are required to attend school regularly during the entire  
30 school year.  
31
- 32 (2) A child who attains the age of sixteen (16) years during the school  
33 year shall not be required to attend school beyond his sixteenth  
34 (16) birthday if the student has a signed form declaring his intent to  
35 withdraw from school prior to completion of the educational  
36 program. The parents or legal guardians of the student shall be  
37 contacted by the principal to discuss the educational impact of such  
38 decision and to suggest other appropriate alternative educational  
39 placements or programs. The student may only be withdrawn if the  
40 parents or legal guardians also sign the intent to withdraw form.  
41
- 42 (3) A child who is receiving services through Exceptional Student  
43 Education (ESE) shall not be withdrawn without prior parental  
44 notification, a staffing meeting with parents or guardians to discuss  
45 the educational impact of such a decision for the student to  
46 withdraw, and all requirements relative to due process have been  
47 completed. *Amended 9/7/99*



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In cases where at least two (2) good faith, but unsuccessful attempts to notify parents or guardians of the student have been documented, and with the approval of the Director of Exceptional Student Education, the student may be withdrawn by the school.  
*Adopted 9/7/99*

(4) A child who has been placed at a district alternative school or second chance school in lieu of expulsion shall not be withdrawn without prior parental notification and a meeting with parents or guardians to discuss the educational impact of such a decision and the implications regarding the probability of going forward with the recommendation for expulsion.

B. Certification of Exemption

Children within the compulsory attendance age limits, who hold valid certificates of exemption issued by the Superintendent in accordance with Florida Statutes 232.06, shall be exempt from attending school. A certificate of exemption shall cease to be valid at the end of the school year in which it is issued.

C. Responsibility for Attendance

Each parent of a child within the compulsory attendance age shall be responsible for such child's school attendance as required by Florida Statutes, 232.09.

Whenever a child of compulsory attendance age is absent without the permission of the person in charge of the school, the parent of the child shall report and explain the cause of such absence to the proper person at each school, as provided in Florida Statutes, 232.10.

The Superintendent may delegate the enforcement of compulsory school attendance and child welfare to attendance personnel as provided in Florida Statutes 232.16.

D. Reporting Procedures

It shall be the responsibility of the principal and the teacher to encourage regularity of attendance and punctuality, and to check student attendance as prescribed below.

The principal shall be responsible for the administration of attendance rules and procedures and for the accurate reporting of attendance in the school under his direction.

1 All officials, teachers and other employees shall keep records and shall  
2 prepare and submit all reports that may be required by law and State Board  
3 Regulation 6A-1.044.  
4

5 Attendance checks shall be made as early in the day as practicable.  
6 Students who are not present in school at the time attendance is checked  
7 shall be marked absent for the day unless presence is verified by  
8 attendance personnel. (This is not to be confused with class attendance).  
9 All absences whether "excused, or "permitted", or "unexcused", shall be  
10 recorded each day.  
11

12 E. Absences  
13

14 Non-attendance in a class shall be considered an absence unless the  
15 student is participating in a school activity. Absences shall be classified  
16 as:  
17

18 (1) Excused Absences  
19

20 Absences shall be excused for the following reasons:  
21

- 22 a. Illness or injury of the student.
- 23
- 24 b. Illness, injury or death in the immediate family of the  
25 student. The immediate family shall be defined as listed in  
26 the United States Internal Revenue Service guidelines.  
27

28 If there is a reasonable doubt concerning the illness claimed, the  
29 principal shall be authorized to require a statement from an  
30 accepted medical authority. Failure to comply with this  
31 requirement shall result in the absence being "unexcused".  
32

33 The Principal of a school shall have sole discretion as to how  
34 absences shall be reported to the school. The parent or legal  
35 guardian shall report absences through a telephone call, a  
36 handwritten note, or both as determined by the Principal.  
37 *Adopted 6/19/01*  
38

39 In cases of excused absences, the student shall be allowed to make  
40 up the work and teachers of the students shall give every  
41 reasonable assistance.  
42

43 Make-up work shall be completed during a period of time equal to  
44 at least twice the time for which the absence is excused, unless  
45 more time is allowed by the teacher.  
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(2) Permitted Absences

"Permitted" absences may be granted. Only the principal shall have the authority to grant "permitted" absences and then only after he has considered the merits of each case. It shall be the principal's responsibility to give to the parents a copy of the School Board rules pertaining to permitted absences. Arrangements for make-up work shall be made in advance with the instructor of classes to be missed. The student shall assume complete responsibility for the make-up work. The teachers shall cooperate by making assignments, grading materials, and recording grades. A timeline, which shall not exceed twice the number of days of absence, shall be set by the teacher for receiving the student's work for credit.

Examples of situations warranting "permitted" absences include:

- a. Attendance at an important public function.
- b. Attendance at church meetings, or observances of religious holidays.
- c. Travel with parents in urgent circumstances.
- d. Attendance at non-school conventions or conferences.
- e. Other situations with parental permission and the approval of the principal.
- f. Participation in a non-instructional activity.

A student who wishes to participate in a non-instructional activity must:

- 1. Meet the academic requirements as set forth by the School Board,
- 2. Make arrangements, in advance, with the teacher for missing classes, and
- 3. Accept the responsibility for making up time and work.

(3) Unexcused Absences *Revised 9/7/99*

All absences other than "excused" or "permitted" shall be deemed "unexcused", and a failing grade shall be recorded for the period of the "unexcused" absence, except that students who are suspended

1 from school during grade period exams or semester exams shall be  
2 allowed to make up these exams.

3  
4 a. Upon each unexcused absence, the Principal or designee  
5 shall contact the student's parent or guardian to determine  
6 the reason for the absence.

7  
8 b. If a student has had at least five (5) unexcused absences  
9 within a calendar month or ten (10) unexcused absences  
10 within a ninety (90) day calendar period, the student's  
11 primary teacher shall report to the principal or designee that  
12 the student may be exhibiting a pattern of non-attendance.  
13 Unless there is clear evidence that the absences are not a  
14 pattern of non-attendance, the case shall be referred to a  
15 child study team to determine if early patterns of truancy  
16 are developing. If the child study team finds that a pattern  
17 of non-attendance is developing, whether the absences are  
18 excused or not, a meeting with the parent must be  
19 scheduled to identify potential remedies.

20  
21 c. If the initial meeting with the parent does not resolve the  
22 problem, the child study team shall implement specific  
23 interventions that best address the problem.

24  
25 The child study team shall be diligent in facilitating  
26 intervention services and shall report the case to the  
27 Superintendent or his designee only after all reasonable  
28 efforts to resolve the problem have been exhausted.

29  
30 d. If the parent, guardian or other person in charge of the child  
31 refuses to participate in the remedial strategies because  
32 he/she believes that those strategies are unnecessary or  
33 inappropriate, the parent, guardian or other person in charge  
34 of the child may appeal to the School Board. The School  
35 Board may provide a hearing officer, who may be an  
36 employee of the School Board, in lieu of a School Board  
37 hearing, who shall hear the case and make a  
38 recommendation for final action to the School Board. If the  
39 School Board's final determination is the strategies of the  
40 child study team are appropriate, and the parent, guardian  
41 or other person in charge of the child still refuses to  
42 cooperate, the Superintendent may seek criminal  
43 prosecution for noncompliance with compulsory school  
44 attendance.

45  
46 e. If a child subject to compulsory attendance will not comply  
47 with attempts to enforce school attendance, the parent,



1 guardian or Superintendent or his designee shall refer the  
2 case to the case staffing committee pursuant to Florida  
3 Statutes, and the Superintendent or his designee may file a  
4 truancy petition pursuant to procedures outlined in Florida  
5 Statutes.

6  
7 Auth: FS 984.12, 984.151.

8  
9 F. Grading of Make-up Work

10  
11 Students whose absences have been approved as "excused" or "permitted",  
12 and who complete the make-up assignments as required by school policy,  
13 shall receive grades for the periods of such absences in the same manner as  
14 if not absent from school. Each school shall establish procedures to ensure  
15 good attendance in each grading period.

16  
17 Auth: 230.22, F.S.

18 Imple: 232.02, F.S. and Chapter 75-130, Laws of Florida; 232.06, 232.08, 232.10,  
19 232.26, 230.23(4)(a), 230.232, 230.23(4)(d), 232.23, 231.085, 231.09(7),  
20 232.021, 236.013(3), 232.17, F.S. and SBR 6A-1.451

21  
22 G. Place of Enrollment

23  
24 Parents shall enroll their child in the appropriate grade level within the  
25 attendance area as established by the School Board. *Amended 9/17/91*

26  
27 Any exceptions to this rule must be for extraordinary circumstances which  
28 warrant special and/or individual considerations, and shall be permitted  
29 only under the following conditions:

- 30
- 31 (1) If the School Board determines that enrollment at a school exceeds  
32 acceptable limits, students may be transferred to a school in  
33 another attendance zone. *Amended 11/7/95*
  - 34 (2) The Superintendent may require a student to attend a school out of  
35 his attendance zone when he deems it necessary to meet an  
36 individual educational need or for disciplinary reasons.
  - 37 (3) The parent or guardian of a student may request that the student  
38 attend a school out of his assigned attendance zone by making such  
39 request to the principal of the school to which the student is  
40 assigned on a form to be provided.
    - 41 a. If that principal recommends that the transfer not be  
42 granted, the request shall be forwarded to the Director of  
43 Student Services who shall notify the parent or guardian  
44 that the request has been denied.
- 45  
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- b. If the principal recommends that the transfer be granted, the request shall be forwarded to the principal of the school to which the transfer has been requested who shall make his recommendation and forward the request to the Director of Student Services.
  - c. If the receiving principal recommends that the transfer not be granted, the Director of Student Services shall notify the parent or guardian that the request has been denied.
  - d. If the receiving principal recommends that the transfer be granted, the Superintendent shall determine if such extraordinary circumstances exist to warrant the transfer and shall grant or deny the request. The Director of Student Services shall notify the parent or guardian if the transfer has been denied at the school level. **NO APPROVED TRANSFER SHALL BE EFFECTIVE BEYOND THE SCHOOL YEAR FOR WHICH IT IS GRANTED.** The receiving school shall notify the parent or guardian of each student whose request for transfer has been approved.  
*Amended 6/27/95*

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The parent or guardian may appeal the denial of the request or the revocation of any transfer to a five-member review panel appointed by the Superintendent. The panel shall consist of three principals, a representative of Student Services, and a representative of Exceptional Student Education. Principal membership shall be rotated in order that an appeal not be heard by either the sending or receiving principal. Decisions shall require a majority vote of the panel and a majority of the panel must be present in order to render a decision. *Amended 5/3/94*

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The parent or guardian may appeal the decision of the Review Panel to the School Board. A request for appeal must be submitted in writing to the Superintendent within ten calendar days of the decision of the Review Panel or the right to appeal will be forfeit. An appeal filed within the proper timeline will then be placed on the agenda of the next regularly scheduled meeting of the School Board. Both the sending and receiving principal will be notified of the date and time of the meeting. At that meeting, the Board will be presented with the findings of the Review Panel, hear arguments from both parties and render a final decision. *Adopted 5/3/94*

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The parent or guardian requesting such transfer shall be solely responsible for transporting the student to and from the "out-of-zone" school.



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The School Board reserves the right to establish an application period for currently enrolled students to request an out-of-zone transfer. *Adopted 5/3/94*

(4) The Superintendent or principal may revoke any transfer previously allowed if the student's conduct or attendance at the "out-of-zone" school falls below acceptable standards, or for other reasons he may deem sufficient that were not known at the time of the original transfer.

(5) The Superintendent shall issue a report on out-of-zone activity to the School Board on a quarterly basis. *Amended 6/27/95*

Auth: 230.23(6)(a), F.S.

H. Married Students

Students who are married, pregnant, or who have children, shall not be prohibited from regular school attendance and instruction as provided in Florida Statutes, 232.01(1)(c) 2.

I. Out-of-County Admissions *Revised 9/17/91, Amended 6/28/94 & Revised 9/7/99 and Amended 5/2/00*

(1) Students, with the exception of children of School Board employees, who do not reside in Osceola County, may not be enrolled in Osceola District Schools except in the following circumstances:

- a. When specifically approved by the School Board upon written application of the student, parent or guardian, based only on medical need or other specific hardship to be determined at the discretion of the School Board.
- b. Pursuant to an agreement with another district school board establishing a multi-district attendance area for a specific school and providing for joint maintenance of facilities, entered into pursuant to Florida Statutes Section 230.23(4)(d).

(2) Children of School Board employees who do not reside in Osceola County may be enrolled in Osceola District Schools under the following conditions:

1 a. The student may be enrolled when specifically approved by  
2 the School Board upon written application of the student,  
3 parent or guardian.  
4

5 The School Board reserves the right to establish an  
6 application period to request an out-of-county transfer.  
7

8 b. The student will attend school where the parent or guardian  
9 is employed according to age and grade appropriateness.  
10

11 c. If the student is not age and grade appropriate for  
12 enrollment where the parent or guardian is employed, the  
13 student may attend another age and grade appropriate  
14 school.  
15

16 d. In circumstances where the appropriate school, is  
17 unavailable due to School Board determination, the parent  
18 as indicated in "b" and "c" above, may enroll the child at  
19 another available school.  
20

21 e. The term "employee" as used in this policy shall include  
22 full-time, part-time, and regular substitute employees of the  
23 District. Regular substitutes shall mean those persons who  
24 have worked at least twenty (20) days during the past  
25 twelve (12) months and who continue to work at least  
26 twenty days during each fiscal year. Additionally, those  
27 persons who are employed by an employer other than the  
28 School District, but are regularly employed at an  
29 educational facility of the School District of Osceola  
30 County under the direct supervision of a District  
31 administrator, and are evaluated in whole or in part by the  
32 School District, shall be entitled to out-of-county  
33 admissions for their children to the same extent as an  
34 employee of the School District is entitled to out-of-county  
35 admission pursuant to this policy. However, such  
36 personnel who are employed by another employer but are  
37 covered under this policy shall not be deemed "employees"  
38 of the School District of Osceola County for any purpose.  
39

40 *Amended 5/2/00*

41 (3) The Superintendent may revoke any out-of-county transfer, at the  
42 principal's request, if the student's conduct or attendance at the out-  
43 of-county school falls below acceptable standards or for other  
44 reasons deemed sufficient that were not known at the time of the  
45 original transfer. The recommendation to revoke an out-of-county  
46 transfer shall be made by the Superintendent and approved by the  
47 School Board.



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- (4) No out-of-county transfer shall be effective beyond the school year in which granted.
- (5) No out-of-county student shall be admitted after the last day of the third (3rd) FTE Survey Week, normally the second (2nd) week of February, of any given school year.

J. FTE Reporting

Reporting of attendance for the purpose of determining full-time equivalent students shall be made in accordance with the provisions of Florida Statutes, 236.013, and State Board Regulation 6A-1.451.

6.2.2 School Admission

All children who have attained the age of six (6) years or who will have attained the age of six (6) years by February 1 of any school year or who are older than six (6) years of age but who have not attained the age of sixteen (16) years are required to attend school regularly during the entire school term.

Students less than eighteen (18) years of age are entitled to enroll in the school to which they are assigned unless an active expulsion is in effect. *Amended 6/29/93*

A. Admission to Kindergarten

Children attaining the age of five (5) years on or before the date prescribed by state statutes shall be eligible for admission to kindergarten during that school year.

B. Admission to First Grade

Any child who will attain the age of six (6) years on or before September 1, shall be admitted at the beginning of that school year or at any time thereafter, provided the child has demonstrated a readiness to enter the first grade in accordance with rules adopted by the State Board of Education.

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

1 September 1 of the school year) shall be enrolled in Kindergarten until  
2 such time as the student has demonstrated a readiness to enter the first  
3 grade.  
4

5 C. Requirements for Initial Admission to Osceola County Schools  
6

7 (1) Evidence of Age *Amended 6/27/95*  
8

9 Students enrolling through the first grade must present evidence of their  
10 age. Evidence submitted shall be one from the following priority list:  
11

- 12 a. Birth certificate, or
- 13 b. Certificate of baptism, with sworn affidavit, or
- 14 c. Two-year old life insurance policy on child, or
- 15 d. Bible record, with sworn affidavit, or
- 16 e. \*Passport showing age, or
- 17 f. Affidavit of age sworn to by parent and a certificate of age signed  
18 by health officer, school physician or licensed physician.  
19

20 \*If a passport or immigration document is used as evidence of age, it may  
21 not be duplicated. Only a notation may be placed in the student's record.  
22 *Adopted 6/27/00*  
23

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29 (2) Health Requirements  
30

31 a. Certificate of Physical Examination *Amended 6/30/92*  
32

33 A certificate of a physical examination within the twelve-month  
34 period immediately preceding enrollment shall be presented  
35 before a child is allowed to attend classes. The certificate shall be  
36 signed by a licensed practicing physician, or an Advanced  
37 Registered Nurse Practitioner certifying that the pupil has no  
38 contagious or communicable disease which would warrant the  
39 pupil's exclusion from public schools. A Physician's Assistant  
40 operating under the supervision of Osceola County's Public Health  
41 Director may also sign the certificate. *Amended 6/27/95*  
42

43 Students, other than children of military personnel, transferring  
44 from a foreign country must possess an examination certificate  
45 issued within the United States.  
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Exceptions:

1. Pupil has previously been enrolled in a Florida school.
2. Parental objections in writing on religious grounds.

b. Proof of Tuberculin Test

All first time enrollees in grades 9-12 or any enrollee returning from an area outside of the Continental United States, regardless of grade level, must present evidence of a Tuberculin test, with a negative reading, administered within the last twelve months before class attendance will be allowed. A student who has a positive reading on any Tuberculin test will be required to submit to a chest X-ray. The student will not be allowed to enroll until a licensed physician certifies that the student may attend class. *Amended 7/23/91, 6/27/95 & 7/21/98*

c. Immunization *Amended 7/21/98*

Each pupil who is otherwise entitled to admittance to an Osceola County School, shall be required to present a certificate of immunization on a Florida form, showing that the student has received inoculations for those communicable diseases for which immunization is required by the Division of Health, and Florida Statutes 232.032.

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: *Amended 9/7/99, 6/27/00, & 6/19/01*

Five (5) DP's

Four (4) Polio

One (1) MMR (if taken at twelve (12) months or older)

Plus:

Pre-K	All required immunizations appropriate to age, including the Hepatitis B, Varicella (Chicken Pox), and Haemophilus Influenzae Type B
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(HIB). Varicella vaccine is not required if a child has documentation of a history of varicella disease

Kindergarten All required immunizations and a second MMR and Hepatitis B (series of 3) and Varicella. Varicella vaccine is not required if a child has documentation of a history of varicella disease

First Grade - Third Grade All required immunizations and a second MMR and Hepatitis B (series of 3)

Grades 4-6 All required immunizations and a second MMR

Grades 7-11 Hepatitis B (series of 3) and Tetanus/Diphtheria (TD) booster and second MMR.

Grades 12 All required immunizations

Exceptions may be granted as follows:

1. Parental objections in writing on religious grounds
2. Written certification for exemption for medical reasons by a competent medical authority or the Division of Health

(3) Residency Requirements

*Amended 6/29/93 & 6/27/95, Revised 7/21/98*

A resident parent or guardian admitting a pupil to an Osceola County School shall produce documents from at least two (2) of the following categories:

- a. Mortgage document, rental or lease agreement, property tax records
- b. Notarized statement signed by the owner of the home in which the parent resides with supporting documents from the owner such as a mortgage, rental or lease agreement, or property tax records



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- c. Current utility bill
- d. Income tax records
- e. Proof of receipt of government benefits

If false and/or misleading information is presented in order to meet residency requirements, the child falsely registered shall be subject to immediate withdrawal from Osceola District Schools and required to register in the school in the assigned attendance zone or in the case of an out-of-district child, a school in the district of residence.

Any person knowingly providing false and/or misleading information may be liable for criminal charges under Florida Statutes.

(4) Non-Residents of Florida *Amended 6/27/95*

- a. Definition - For the purpose of this section a non-resident is defined as a person whose primary residence is outside the State of Florida.
- b. Tuition - Pupils in kindergarten through the twelfth grade, whose parent, parents or legal guardians are nonresidents of Florida but are American Citizens, shall be charged a tuition fee of \$50 (cash only), payable at the time the pupil is enrolled. This tuition shall not be refundable.

The tuition shall be paid at the County School Board Office. Pre-numbered receipts shall be issued upon payment of fee, and each receipt shall show name of pupil, name of parent, date, purpose, name of district, and signature of individuals receiving payment.

Exceptions shall be as follows:

1. The student was previously enrolled in a public school in Florida during the current school year, or
2. The student is in a certified exchange program, or
3. The parent is a migratory agricultural worker, or
4. The parent is currently on active military duty.

1 D. Students Who Are Not Residing with Their Natural Parents or Legal  
2 Guardians

3  
4 Any student wishing to enroll in school who is not residing with his or her  
5 natural parent or legal guardian shall have the responsible adult with  
6 whom the student is living sign an Affidavit of Responsibility form  
7 available through Student Services at the District Office.

8  
9 The responsible adult shall present proof that he or she has parental  
10 consent or legal right to accept responsibility: Parental consent shall be  
11 notarized.

12  
13 E. Students 18 Years or Older Requesting Enrollment in Osceola County  
14 Schools

15  
16 A student who is 18 years or older and who desires to enroll in the regular  
17 school program shall present his/her request to a Review Committee  
18 composed of a guidance counselor, the principal, and the Student Services  
19 Director, which will determine the most appropriate educational placement  
20 for him/her.

21  
22 F. Student Custody

23  
24 Any person or agency who has been given exclusive care, custody, or  
25 control over any student by order of any court having jurisdiction to enter  
26 such order, may provide a certified or otherwise authenticated copy of  
27 such order, Marriage Certificate, or other extraneous criteria not covered  
28 by specific rule, to the principal of the school in which such student is  
29 enrolled. The order shall be placed in the student's official records and  
30 thereafter such person or agency shall be recognized for all purposes as the  
31 sole parent or guardian of the student until such time as subsequent or  
32 additional orders changing such status are likewise provided.

33  
34 Imple: 232.04, 232.01, 232.031, 232.032, 320.38, 322.031; SBR 6A-  
35 1.98;228.212, 316.003 (62); 228.041 (1) (a), 228.061 (2); F.S.;  
36 SBR 6A-6.311 and 6A.6341 and 230.23 (4) (m), F.S.

37  
38 6.3 PUPIL PROGRESSION PLAN *Amended 6/28/94*

39  
40 A. The purpose of the instructional program in the schools of Osceola County  
41 is to provide appropriate instructional and selected services to enable  
42 students to perform at or above their grade level academically. Promotion,  
43 however, is based primarily on pupil achievement and is not automatic.

44  
45 B. Decisions regarding student promotion, retention and administrative  
46 placement are primarily the responsibility of the individual school's



1 professional staff. The final decision in regard to grade placement is the  
2 responsibility of the principal.

3  
4 C. The Pupil Progression Plan for the School District of Osceola County,  
5 Florida shall be adopted by the School Board and is incorporated herein by  
6 reference. *Amended 6/17/97*

7  
8 D. The School Board may waive any provision of the Pupil Progression Plan  
9 for a period not to exceed one fiscal year upon receiving an application for  
10 waiver. Application for waiver must specifically state the provision to be  
11 waived and the alternative treatment to be applied. The School Board may  
12 waive application of any provision of the Pupil Progression Plan and apply  
13 alternative treatment which does not conflict with federal, state, or local  
14 law. *Adopted 6/27/95*

15  
16 Auth: 232.245, F.S.

17  
18 6.4 EDUCATIONAL RECORDS OF STUDENTS

19  
20 A. Confidentiality - Student Records

21  
22 The Osceola County Public Schools shall maintain educational records on  
23 each student for the purpose of planning instructional programs, for  
24 guidance of students, for preparation of local, State and Federal reports,  
25 and for research. Student records are for the educational benefit of the  
26 student, and information recorded and maintained shall be in keeping with  
27 the best educational interest of the student.

28  
29 The rules of the School Board of Osceola County shall be consistent with  
30 Florida Statutes and State Board of Education Regulation. Rules shall be  
31 consistent with the Federal Family Educational Rights and Privacy Act of  
32 1974.

33  
34 The Principal of each school shall be responsible for the control and  
35 supervision of Student Records and for the following State Department of  
36 Education Regulations and School Board rules related to student records  
37 and interpretation of same to the school staff, students, and the  
38 community. The Superintendent of Schools or designee shall be  
39 responsible for the privacy and security of all pupil or adult student records  
40 that are not under the supervision of a school principal.

41  
42 The Department of Student Services and Exceptional Education shall be  
43 responsible for the interpretation of and for assisting schools in the  
44 implementation of this policy.

1                    Student Records

2  
3                    (1)    The cumulative folder file shall include Category A Permanent  
4                    Information which is verified information of clear importance to be  
5                    retained indefinitely and Category B Temporary Information which  
6                    is verified information of clear educational importance which is  
7                    subject to change. The permanent information record shall be  
8                    maintained on the form prescribed by the Superintendent.  
9                    *Amended 6/27/95*

10  
11                  (2)    Those determined to have a legitimate educational interest in  
12                  students or student records shall include but not be limited to  
13                  parents, teachers, principal, staff within the school responsible for  
14                  assigning or directing student programs within the school, and  
15                  county staff as designated by the Superintendent.

16  
17                  (3)    Criteria for determining legitimate educational interest shall be  
18                  consistent with its meaning as used in 6A-1.955 (4) FAC.

19  
20                  (4)    Each school shall make provisions for disclosure of personally  
21                  identifiable information in health and safety emergencies. Criteria  
22                  for determining the existence of emergencies involving health or  
23                  safety shall include but not be limited to:

- 24  
25                  a.     The seriousness of the threat to the health or safety of a  
26                  pupil or adult student or other individuals,  
27  
28                  b.     The need for information to meet the emergency;  
29  
30                  c.     Whether the parties to whom the information is disclosed  
31                  are in a position to deal with the emergency; and  
32  
33                  d.     The extent to which time is of the essence in dealing with  
34                  the emergency.

35  
36                  (5)    Information pertaining to Category A and B educational records  
37                  shall be maintained at the individual school sites and/or Records  
38                  Retention Center.     *Amended 6/30/92*

39  
40                  (6)    Definitions

- 41  
42                  a.     Education Records: The term "education records" shall  
43                  mean those records, files, documents and other materials as  
44                  defined in Florida Statutes 228.093(2) which contain  
45                  information directly related to a pupil or an adult student,  
46                  which are maintained by an educational institution or by a  
47                  person acting for such institution, and which are accessible



1 to other professional personnel for purposes listed in Rule  
2 6A-1.955(1), FAC.

- 3
- 4 b. Child: A child shall mean any person who has not reached  
5 the age of majority.
- 6
- 7 c. Pupil: A pupil shall mean any child who is enrolled in any  
8 instructional program or activity conducted under the  
9 authority and direction of a district School Board.
- 10
- 11 d. Adult Student: Adult student shall mean any person who  
12 has attained 18 years of age and is enrolled in any  
13 instructional program or activity conducted under the  
14 authority and direction of a district School Board.
- 15
- 16 e. Parent: A parent is defined as a natural parent, adoptive  
17 parent, legal guardian, or any other person recognized by  
18 the Osceola County Public Schools as being responsible for  
19 a student.
- 20
- 21 f. Directory Information: Directory information shall mean a  
22 student's name, address, listed telephone number, date and  
23 place of birth, participation in school sponsored activities  
24 and sports, weight and height of members of athletic teams,  
25 date of attendance, graduation date and awards received,  
26 major field of study, and the most recent previous  
27 educational agency or institution attended by the student.
- 28
- 29 g. School Officials: School officials are those parties working  
30 directly with students in the individual school or those  
31 assigned supervisory or administrative responsibility for the  
32 program in which students are involved.

- 33
- 34 (7) The cumulative record folder shall be under the control of the  
35 principal and shall be kept current.

36

37 Category A Permanent Information shall include the following and  
38 be retained indefinitely:

- 39
- 40 a. Full legal name of student and any known changes by  
41 marriage or adoption, authenticated birthdate, birthplace,  
42 race, sex and student identification number. A notation  
43 shall be made on the cumulative record folder indicating  
44 the source document (birth certificate or other document)  
45 from which the legal name and birthdate were obtained, the  
46 date recorded, and the name of the person making the

1 notation. (Parents shall not be asked to surrender custody of  
2 legal documents to the school.)

- 3
- 4 b. Last known residence and mailing address of student
- 5
- 6 c. Name of student's parents or guardian
- 7
- 8 d. Number of days present and absent; date enrolled; date  
9 withdrawn
- 10
- 11 e. Name and location of last school attended
- 12
- 13 f. Courses taken and record of achievement, such as grades,  
14 units or certification of competence
- 15
- 16 1. Elementary - Teachers' name, subjects taken and  
17 grades earned (end of year average).
- 18
- 19 2. Secondary - Subjects taken, grades and credits  
20 earned.
- 21
- 22 3. Vocational/Technical/Adult - Subject taken, grades  
23 and credits earned if applicable, and/or hours  
24 completed.
- 25
- 26 4. The level of the work and an explanation of the  
27 grading system shall be noted on the record. If a  
28 student withdraws in the middle of a grading period,  
29 the withdrawal grades shall be recorded on the  
30 withdrawal form and placed in the cumulative  
31 record folder and recorded on the white card.
- 32
- 33 g. Results of required State Assessment Program.
- 34
- 35 h. Date of graduation or date of program completion.
- 36

37 (8) If it is of clear educational importance, the following information  
38 may be added to the student's cumulative record folder on a  
39 temporary basis:

- 40
- 41 a. Health Information - A copy of the immunization record  
42 and any other health information necessary for the  
43 educational planning and placement shall be placed in the  
44 cumulative record folder
- 45
- 46 b. Family background data
- 47



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- c. Standardized testing information
- d. Educational and vocational plans
- e. Personal attributes
- f. Honors and activities
- g. Work experience, including employer ratings
- h. Teacher/Counselor comments
- i. Correspondence from community agencies, private professionals, or parents
- j. Driver education certificate
- k. List of schools attended
- l. Custody Documents
- m. Telephone numbers and emergency contacts
- n. Exceptional Educational information

Temporary Information shall be reviewed annually.

- (9) A folder designated to contain Exceptional Student Education information and reports shall be maintained in the cumulative folder. The following information shall be placed in the folder:
  - a. Psychological summaries and/or reports
  - 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)

- 1  
2 h. other pertinent information and observational data, such as  
3 medical, psychiatric, agency reports, and Individual  
4 Education Plans  
5

6 Duplicate psychological reports and parent authorizations are  
7 maintained by the Department of Exceptional Student Education.  
8

- 9 (10) The permanent record copy file shall be maintained for each  
10 student in attendance.  
11

12 B. Storage of Cumulative Folders and Permanent Record  
13

14 Cumulative record folders and permanent record copies shall be placed in  
15 a locked secure location where they are secure from general scrutiny, but  
16 where they are, nevertheless, accessible to teachers and authorized school  
17 personnel for use on a regular basis. It is the responsibility of the school  
18 principal or designee to keep cumulative folders and permanent records in  
19 a location, in so far as is possible, secure from fire and vandalism. The  
20 Superintendent or designee shall be responsible for the privacy and  
21 security of all student records that are not under the supervision of a school  
22 principal.  
23

24 C. Access to Student Records - Confidentiality  
25

26 Student records shall be open to inspection only by the Superintendent and  
27 his staff, professional staff of the school, and parent or guardian of the  
28 pupil, a court of competent jurisdiction, and to such other persons as the  
29 parent or guardian may authorize in writing.  
30

31 A parent who wishes to review his/her child's record should make an  
32 appointment with the principal or school counselor. School personnel are  
33 available to interpret school record information. All such requests should  
34 be honored within thirty (30) days.  
35

36 Whatever rights are vested in the parent shall pass to the student whenever  
37 the student has attained eighteen (18) years of age or is attending an  
38 institution of post- secondary education. Parents of a dependent student or  
39 dependent former student shall have access to student records.  
40 "Dependent" shall be as defined in 26 U.S.C. (Section 152 of the Internal  
41 Revenue Code of 1954).  
42

43 When any other information concerning a student is combined with  
44 information on other students, the parents of any student shall be entitled  
45 to receive, or be informed of, the information pertaining to their child.  
46



1 Pursuant to Florida Statutes, section 39.045(5), the Superintendent may  
2 enter into interagency agreements for the purpose of sharing information  
3 about juvenile offenders. The Superintendent may make school records  
4 available to appropriate department personnel under the specific  
5 conditions provided for in the interagency agreement. *Adopted 6/27/95*  
6

7 D. Child Custody and Access to Student Records  
8

9 The school shall presume that either parent of any student has the right to  
10 inspect and review the education records of the student unless the school  
11 has been provided with evidence that there is a court order governing this  
12 matter which provides to the contrary.  
13

14 E. Directory Information  
15

16 Any school in the District may elect to publish a School Directory each  
17 year. The following information may be published:  
18

19 Student's name, address, listed telephone number, date and  
20 place of birth, participation in school activities and sports,  
21 weight and height of members of athletic teams, dates of  
22 attendance, honor roll, graduation date and awards received.  
23

24 The parent may refuse to permit the designation of any or all of the above  
25 categories as directory information with respect to their child by notifying  
26 the principal in writing within ten (10) calendar days of the beginning of  
27 school.  
28

29 Lists of students will not be released unless a directory is published.  
30

31 Auth: F.S. 228.093 (3)(0)  
32

33 F. Public Notification  
34

35 Each school shall provide to parents and eligible students annual  
36 notification of their right of access to student records, a right to a copy of  
37 the record, right of waiver of access, right to challenge information  
38 contained in the record and to a hearing, and right of privacy. The  
39 notification should be distributed at the beginning of the school year and in  
40 so far as is practicable must be in the language of the parent of the eligible  
41 student.  
42

43 This annual notice should also include the policy on Directory  
44 Information. The Departments of Student Services and Exceptional  
45 Education shall be responsible for updating and providing annually a copy  
46 of the Public Notice to each Principal. The Principal shall determine the  
47 method and procedure for delivery to parents.



1  
2 G. Transfer of Student Cumulative Records, Transcripts of Student  
3 Permanent Record Copy, and/or Release of Student Records  
4

5 Requests for the transfer of cumulative record folders or other student  
6 records shall be made in writing by the parent except as outlined in this  
7 section. A release form shall be provided for use in the schools, and such  
8 a form shall designate that parents have the right of access to student  
9 records, right to a copy of the records right of waiver of access, right to  
10 challenge information contained in the record and to a hearing, and right of  
11 privacy. *Amended 7/23/91*  
12

13 Under no circumstances shall the student record be released to the student,  
14 parent or guardian for transmittal from one school to another (a copy can  
15 be provided to them).  
16

17 Report cards or other evidence of grade placement and progress to date  
18 with student identification, a receipt for textbooks returned, a copy of the  
19 Student Health Record and a statement of any out-standing financial  
20 obligation shall be given to the parent or student at the time of withdrawal.  
21

22 Prior to the transfer of the cumulative folder, or copy of same, the  
23 information shall be reviewed.  
24

25 The transfer of records shall be made immediately upon written request of  
26 an adult student, a parent or guardian of a student or a receiving school.  
27 The principal or designee shall transfer a copy of all category A and  
28 category B information and shall retain a copy of Category A information.  
29

30 No student records or information may be transferred or released or  
31 disclosed to any individual or institution without prior parental written  
32 consent, signed and dated, except to:  
33

- 34 (1) Officials of schools, school systems, area vocational technical  
35 centers, community colleges, or institutions of higher learning in  
36 which the pupil or student seeks or intends to enroll; and a copy of  
37 such records or reports shall be furnished to the parent, guardian,  
38 pupil, or student upon request.  
39
- 40 (2) Other school officials, including teachers within the educational  
41 institution or agency, who have legitimate educational interests in  
42 the information contained in the records.  
43
- 44 (3) The United States Secretary of Education, the Director of the  
45 National Institute of Education, the Assistant Secretary for  
46 Education, the Comptroller General of the United States, or state or  
47 local educational authorities who are authorized to receive such



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information subject to the conditions set forth in applicable federal statutes and regulations of the U.S. Department of Education, or in applicable state statutes and rules of the State Board of Education.

- (4) Other school officials, in connection with a pupil's or student's application for, or receipt of, financial aide.
- (5) Individuals or organizations conducting studies for or on behalf of an institution or a board of education for the purpose of developing, validating, or administering predictive tests, administering pupil or student aid programs, or improving instruction, if such studies are conducted in such a manner as will not permit the personal identification of pupils or students and their parents by persons other than representatives of such organizations and if such information will be destroyed when no longer needed for the purpose of conducting such studies.
- (6) Accrediting organizations, in order to carry out their accrediting functions.
- (7) For use as evidence in pupil or student expulsion hearings conducted by a district school board pursuant to the provisions of chapter 120.
- (8) Appropriate parties in connection with an emergency, if knowledge of the information in the pupil's or student's educational records is necessary to protect the health or safety of the pupil, student, or other individuals.
- (9) The Auditor General in connection with his official functions; however, except when the collection of personally identifiable information is specifically authorized by law, any data collected by the Auditor General shall be protected in such a way as will not permit the personal identification of students and their parents by other than the Auditor General and his staff, and such personally identifiable data shall be destroyed when no longer needed for the Auditor General's official use. 228.093 (3) d F.S.
- (10) A court of competent jurisdiction in compliance with an order or that court or the attorney of record pursuant to a lawfully issued subpoena upon the condition that the student and his parents are notified of the order or subpoena in advance in compliance therewith by the educational institution or agency.
- (11) A person or entity pursuant to a court of competent jurisdiction in compliance with an order of that court or the attorney of record pursuant to a lawfully issued subpoena, upon the condition that the



1 pupil or student, or his parent if he is either a minor and not  
2 attending an institution of postsecondary education or a dependent  
3 of such parent as defined in 26 U.S.C. s 152 (Section 152 of the  
4 Internal Revenue code of 1954), is notified of the order or  
5 subpoena in advance of compliance therewith by the educational  
6 institution or agency.

- 7  
8 (12) Credit bureaus, in connection with an agreement for financial aid  
9 which the student has executed, provided that such information  
10 may be disclosed only to the extent necessary to enforce the terms  
11 or conditions of the financial aid agreement. Credit bureaus shall  
12 not release any information obtained pursuant to this paragraph to  
13 any person.

14  
15 The written consent of the parent shall include:

- 16  
17 a. Specifications of the records to be disclosed.  
18  
19 b. The purpose of the disclosure, and  
20  
21 c. The party or class of parties to whom the disclosure is to be  
22 made.

23  
24 H. Third Party Restriction

25  
26 Neither a student's educational record nor any personally identifiable  
27 information shall be released except on the condition that the information  
28 being transferred will not be subsequently released to any other party or  
29 used for any purpose other than that for which the disclosure was made  
30 without obtaining the consent of the parent or eligible student, signed and  
31 dated.

32  
33 Released copies of educational records and personally identifiable  
34 information must be destroyed when no longer required by the person to  
35 whom the information was appropriately released.

36  
37 In order to comply with the two sections noted above, a stamp should be  
38 used to mark all copies of the information being released to any other  
39 person without the written consent of the parent or eligible student; and  
40 that copies of the information be destroyed when no longer needed.

41  
42 I. Record of Disclosure

43  
44 The school shall maintain a record of all records or information disclosed,  
45 transferred or released from the education records of a student. Such a  
46 record shall be kept with the student's education records and indicate the  
47 parties who have requested or obtained personally identifiable information



1 from the student's education records, and the record must also specify the  
2 legitimate interest that these parties had in requesting or obtaining the  
3 information. The record of disclosure may be inspected by the parent or  
4 eligible student and school official responsible for the custody of the  
5 records. The record of disclosure is not necessary when disclosure is to  
6 the parent of a minor student or an eligible student or to school officials  
7 who have a legitimate interest.  
8

9 J. Transfer of Records

10  
11 The transfer of records shall be made immediately on request of parent or  
12 receiving school. The principal or designee shall transfer a copy of all  
13 category A and category B information and shall retain a copy of category  
14 information and the original of category B information. Under no  
15 conditions shall the transfer of a student's records be delayed for failure to  
16 pay a fine or fee assessed by the school; however, all reasonable effort  
17 shall be made to collect for damaged or lost library books and textbooks.  
18

19 K. Schedule of fees for Reproduction of Student Records

20 *Revised 6/29/93, Amended 6/16/98*

21  
22 (1) Student records transferred to another school within the School  
23 District of Osceola County system, shall be at no cost to the  
24 parent/guardian or adult student. Records shall be mailed directly  
25 to the requesting school or to the school designated by the  
26 parent/guardian or adult student.  
27

28 (2) Copies of a student academic "transcript", delineating each  
29 grade/course taken and/or completed and date of graduation or  
30 program completion, whether certified as "official" by use of the  
31 school or school district seal, or stamped "unofficial" and/or  
32 "student copy" shall be furnished upon request to the  
33 parent/guardian, adult student, and/or authorized  
34 individuals/organizations as per 228.093(4)(d), at no charge.  
35

36 (3) Copies of student education records, whether certified as "official"  
37 by use of the school or school district seal, or stamped "unofficial"  
38 and/or "student copy" shall be furnished to the parent/guardian,  
39 adult student, and/or authorized individuals/organizations as per  
40 228.093(4)(d), in accordance with SBR 6a-1.0955(6)2.d, and  
41 School Board Rule 1.20.2.  
42

43 L. Right to Contest the Contents of Student Records Hearing Procedures

44  
45 In addition to a parent's right of access for the inspection and review of  
46 their child's education record, they shall also have an opportunity for a  
47 hearing to contest the contents of said record if they think it to be



1 inaccurate, misleading, or otherwise in violation of the privacy or other  
2 rights of the student. The right includes an opportunity for the correction  
3 or deletion of any such inaccurate, misleading, or otherwise inappropriate  
4 data contained therein.

5  
6 If records are to be corrected, deleted or expunged, then a written  
7 agreement between the adult student or parent and the designated school  
8 official shall be entered into. The agreement shall only indicate that the  
9 record has been corrected, deleted or expunged.

10  
11 Schools may attempt to resolve such matters through informational  
12 meetings and discussions; however, when such informal proceedings are  
13 not satisfactory to either the school or the parent, the following procedures  
14 are to apply:

- 15  
16 (1) The parent or eligible student shall make a request in writing to the  
17 principal naming the record to be reviewed and the information in  
18 question.
- 19  
20 (2) The principal shall schedule an appointment for a hearing,  
21 designating date and time of the hearing. The hearing shall be  
22 scheduled within five (5) school days after request. Parents and  
23 school personnel shall have an opportunity to present information  
24 and to be heard.
- 25  
26 (3) The principal shall serve as the hearing officer. It shall be the  
27 hearing officer's responsibility to review the information in  
28 question and to make a decision regarding the request. Such  
29 decision shall be in keeping with the rules of the Osceola County,  
30 Florida, Public Schools.
- 31  
32 (4) The principal shall prepare a written report on his decision and  
33 forward a copy to the Superintendent. The written report must  
34 include a summary of the evidence and the reason for the decision.
- 35  
36 (5) An agreement which shall be reduced to writing, signed and dated  
37 by the adult student or the parents or guardians of the pupil and  
38 designated school officials if records are to be corrected, deleted or  
39 expunged. The agreement shall only indicate that the record has  
40 been corrected, deleted or expunged.
- 41  
42 (6) The parent or eligible student may appeal the decision of the  
43 hearing officer to the Superintendent by written request within ten  
44 school days. The Superintendent shall appoint a three-member  
45 review committee to review the case and make recommendations  
46 to the Superintendent for final disposition.
- 47



- 1 (7) If the decision is adverse to parent or eligible student, then the  
2 parent or eligible student shall be informed of the right to place in  
3 the student's record a statement commenting on the information in  
4 said records and/or set forth any reasons for disagreeing with the  
5 disposition. Parent or eligible student may do this at any stage in  
6 lieu of a hearing or appeal.  
7

8 M. Microfilming of Student Records *Amended 6/30/92*  
9

10 (1) General Information  
11

- 12 a. Upon the termination of a student's attendance, through  
13 transfer, graduation or withdrawal, his/her records shall be  
14 stored for a minimum of five (5) years in the school which  
15 he/she attended.  
16

17 Immediately following the end of the fifth year of  
18 inactivity, the records shall be purged and boxed for  
19 removal to the School District of Osceola County Records  
20 Management Section. The records will be microfilmed and  
21 destroyed in accordance with Florida Statutes  
22

- 23 b. Student records shall be purged of Category B information.  
24 A list of Category B information, as specified by State  
25 Board Rules and Student Services can be obtained from the  
26 Records Management Section. Category B information  
27 shall be handled in accordance with Records Management  
28 Section guidelines and destroyed following State approval.  
29

- 30 c. Student records which are microfilmed shall be Category A  
31 information, as per State Board Rules, in addition to any  
32 other records specified by Student Services. A list of this  
33 information can be obtained from the Records Management  
34 Section  
35

- 36 d. Preparation and Removal of records to Records  
37 Management Section-Records Center:  
38

39 1. Records shall be in alphabetical order and placed in  
40 records storage boxes. These are supplied by the  
41 Records Management Section.  
42

43 2. A "Student Records Index" form FC-260-1043 shall  
44 be completed for each box of records. This form  
45 and instructions can be obtained from the Records  
46 Management Section.  
47

- 1 3. A "Records Inventory Sheet" form FC-260-0786  
2 shall be completed for each box of records. This  
3 form and instructions can be obtained from the  
4 Records Management Section.  
5  
6 4. Authorization for pick-up and removal of records  
7 must be received by calling the Records  
8 Management Section.  
9  
10 e. Preparation of records for microfilming will be done by the  
11 Records Management Section at the Records Center.  
12 Records will be filmed and destroyed in accordance with  
13 Florida Statutes.  
14  
15 f. The Records Management Section-Records Center will  
16 maintain duplicate rolls of microfilm for access purposes.  
17 Silver halide original microfilm rolls will be sent to the  
18 Florida Department of State, Division of Library and  
19 Information Services, Bureau of Archives and Records  
20 Management for archival storage.  
21  
22 g. When a school receives a request for records, and it has  
23 been five (5) or more years since the student attended the  
24 school, the request will be forwarded in a timely manner, to  
25 the Records Management Section. The Records  
26 Management Section will supply certified copies using the  
27 district seal.  
28

29 6.5 SOCIAL FUNCTIONS

30  
31 6.5.1 Picnics and Parties  
32

- 33 A. All social functions sponsored by a school shall be properly chaperoned by  
34 the school faculty. Parents shall be invited to assist with the chaperoning.  
35 In the case of swimming parties, a senior lifeguard, qualified by the Red  
36 Cross, shall be on duty.  
37  
38 B. No more than three (3) class parties may be held in the elementary  
39 classrooms during a school year. Plans for parties shall be approved by the  
40 principal. The loss of class instruction time shall be held to a minimum by  
41 limiting such activities to times near the close of a school day and to the  
42 school building.  
43  
44 C. Classes and organizations in secondary schools shall not hold picnics and  
45 parties during school hours.  
46



1 D. Principals shall make provision for the supervision and safety of all pupils  
2 on school outings. Particular attention to safety shall be given to those  
3 outings where swimming is involved. School parties and picnics shall not  
4 be conducted during the closing days of the school session. The days shall  
5 be devoted to testing and evaluation.  
6

7 Auth: 230.22, F.S.  
8 Imple: 232.25 and 231.085(f), F.S.  
9

10 6.5.2 Student Activities

11  
12 A. Field Trips *Revised 6/17/97*  
13

14 Field trips are those activities involving students that are held at sites other  
15 than the regular school site that occur either during or at times other than  
16 the regular school day and that have been approved by the Principal,  
17 Superintendent and/or School Board in accordance with the following  
18 procedures.  
19

20 (1) Instructional field trips must be:  
21

- 22 (a) Approved by the principal,
- 23
- 24 (b) Directly related to performance standards of the course, and
- 25
- 26 (c) Incorporated into the sponsoring teacher's unit plans.  
27

28 (2) Reward Field Trips  
29

30 If a field trip is a reward for educational progress or positive  
31 behavior, the field trip must be held outside of normal school  
32 hours.  
33

34 (3) Only instructional field trips may be scheduled during a regular  
35 school day.  
36

37 (4) Field trips or parties under the sponsorship of the school will not  
38 be held at water parks.  
39

40 For the purposes of this Rule, the term "water parks" means any  
41 commercial facility open to the public for a fee wherein a  
42 substantial portion of the activities for the park relate to water  
43 rides, thrill rides involving water, or other mass scale water  
44 amusement activities. The term "water parks" does not mean any  
45 public lakefront, nor any swimming pool or aquatic park owned or  
46 operated by a county, municipality, or non-profit organization such  
47 as the YMCA. However, any field trip at an aquatic facility or

lakefront that is otherwise permitted under this policy shall be approved in advance by the Superintendent.

(5) Field Trip Procedures

(a) Out-of-State Field Trips

1. Any field trip which involves out-of-state travel must be approved by the School Board in advance. At least 60 days prior to the date of the field trip, documentation must be presented to the School Board for approval which includes an itinerary, the educational purpose for the trip, the method of transportation and lodging, the number of chaperones and a plan for returning the students to their school or to the county prior to the end of the field trip. If an out-of-state field trip is approved by the School Board, the Superintendent is directed to confirm that the appropriate documentation, including releases, sufficient supervision, travel plans and itinerary is completed in accordance with the School Board's approval and approve or deny the field trip request based on the sufficiency of the documentation. The Superintendent shall report his or her decision to the School Board on the next available agenda.
2. The parent or guardian of each student going on any out-of-state field trip and chaperones for the field trip must sign releases on a form which is developed and maintained by the Superintendent.
3. No commitments shall be made and no fund raising shall begin prior to School Board approval of the field trip.

(b) In-State Field Trips Involving Overnight Stay

1. The Superintendent is directed to review all in-state field trips which involve an overnight stay. Any field trip which involves in-state travel and an overnight stay must be approved by the Superintendent in advance. The sponsor of the field trip must provide an itinerary, the educational purpose for the trip, the method of transportation and lodging, the number of chaperones and a plan



1 for sending students back to their school prior to the  
2 end of the field trip.

- 3  
4 2. The parent or guardian of each student going on any  
5 in-state overnight field trip and chaperones for the  
6 field trip must sign releases on a form which is  
7 developed and maintained by the Superintendent.  
8

9 (c) In-State Field Trips Without Overnight Stay

10 The principal is directed to review all in-state field trips  
11 which do not involve an overnight stay. Any field trip  
12 which involves in-state travel, but does not involve an  
13 overnight stay, must be approved by the principal in  
14 advance. The sponsor of the field trip must provide an  
15 itinerary, the educational purpose for the trip, the method of  
16 transportation, the number of chaperones, and a plan for  
17 sending students back to their school prior to the end of the  
18 field trip.  
19

- 20  
21 (6) Only those field trips specifically described in 6.5.2A(1) and (2),  
22 instructional field trips and reward field trips, are sanctioned by the  
23 School District. In order for a field trip to be officially sanctioned  
24 by the School District, it must be an instructional or reward field  
25 trip as defined above and must be approved in accordance with the  
26 requirements of this policy. Travel which is promoted by any other  
27 organization or sponsor, is not related to or sanctioned by the  
28 School District, and the School Board will have no responsibility,  
29 control, or jurisdiction over that travel.  
30

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

32  
33 B. F.H.S.A.A. Membership

34 Principals of qualifying high schools within the District are authorized to  
35 secure and maintain continuous membership in the Florida High School  
36 Activities Association, Incorporated, a non-profit corporation for the  
37 benefit of their respective high schools, and to abide by those rules and  
38 regulations not inconsistent with law or Board rule.  
39

40  
41 C. Student Standards for Participating in Extracurricular Student Activities  
42 *Revised 6/29/93*

43 Extracurricular activities are a vital part of the total school program. Such  
44 activities include any after-school faculty-sponsored group such as athletic  
45 teams, music groups, and special-interest organizations. *Amended 6/27/00*  
46  
47



- 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.  
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- 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 (FHSA). 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



1 participating in or applying for participation in any  
2 interscholastic athletic program, including practices and  
3 games or contests, under the control and jurisdiction of  
4 the School District of Osceola County, Florida. It is the  
5 intention of the School Board that all students who are  
6 participating in activities that are deemed to be  
7 interscholastic athletic activities or interscholastic  
8 sports as defined by the applicable rules of the Florida  
9 High School Activities Association (FHSAA) shall be  
10 covered under this policy for random drug and alcohol  
11 testing.  
12

13 (3) General Prohibitions and Penalties:  
14

- 15 a. Standard of Conduct for Student-Athletes: The use or  
16 possession of a drug or alcohol as defined herein, by a  
17 student-athlete at any time is both illegal and  
18 detrimental to that student-athlete's ability to participate  
19 in interscholastic athletics and is hereby prohibited.  
20 Any student-athlete determined to be in violation of this  
21 policy is subject to disciplinary action related to his or  
22 her participating in interscholastic athletics and will be  
23 suspended from participation as provided in this policy.  
24
- 25 b. Student Code of Conduct: Nothing contained in this  
26 drug or alcohol testing policy for student-athletes shall  
27 be construed to limit or preempt the application and  
28 enforcement of the Student Code of Conduct, including  
29 all of its provisions pertaining to drugs and alcohol.  
30
- 31 c. Positive Test Results: A drug test or alcohol test  
32 administered pursuant to this policy will be deemed to  
33 have rendered a positive result indicating the presence  
34 of a drug if the quantity, as determined by an initial  
35 drug test followed by a confirmation analysis of the  
36 remaining portion, is equal to or greater than the levels  
37 which have been established by the National Institute of  
38 Drug Abuse or the protocols and procedures established  
39 by the laboratory or other company that has performed  
40 the confirmation analysis. Each high school that elects  
41 to implement this policy shall have the discretion to  
42 determine which drugs will be subject to the drug test.  
43 It is understood that the number of items being tested  
44 for will increase the expense or vary the cost of the  
45 testing and the schools shall have the discretion to  
46 implement testing for any or all of the following items:  
47 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



1 second positive drug test occurs. For example if  
2 a volleyball player has a second positive drug  
3 test during the volleyball season, he or she  
4 would be prohibited from participating for the  
5 remainder of the volleyball season and  
6 prohibited from participating in all  
7 interscholastic athletics (including practices) for  
8 one full calendar year thereafter. In addition, the  
9 student-athlete must attend counseling sessions  
10 with a school district counselor (preferably a  
11 drug and alcohol counselor) as the school  
12 Principal directs.  
13

14 (4) Drug Testing Procedures:  
15

- 16 a. Consent: Each student-athlete and his or her parent(s)  
17 are required to sign a written consent for drug testing  
18 form, attached as Exhibit A prior to being allowed to  
19 participate or continue to participate in interscholastic  
20 athletics. All random drug testing and random alcohol  
21 testing done throughout the course of the school year  
22 will be paid for by the school. Any refusal by the  
23 student-athlete to be tested shall constitute a violation  
24 of this policy and shall be grounds to deny eligibility  
25 from participation or removal from interscholastic  
26 athletics.  
27
- 28 b. Medication: Student-athletes who have been selected  
29 for drug testing or alcohol testing and who are or have  
30 been taking prescription or nonprescription medication  
31 should disclose that fact at the time of such testing and  
32 upon request provide verification. This may be done by  
33 either a copy of the prescription or by the physician's  
34 written authorization.  
35
- 36 c. Selection Process: Drug testing or alcohol testing of  
37 student-athletes shall occur at various times throughout  
38 the school year on a team and/or individual basis. Any  
39 and all student-athletes participating in interscholastic  
40 sports may be required to undergo drug testing or  
41 alcohol testing on a random selection or "no reason"  
42 basis. Individuals may only be selected using a  
43 numerical selection process where each student-  
44 athlete's name and identity remains unknown until the  
45 random selections are completed. Selections pursuant  
46 to this process shall be deemed "random" for purposes  
47 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



1 bearing only a number to identify the student-athlete  
2 without the student-athlete's name appearing on that  
3 report.  
4

- 5 f. MRO Procedure: The MRO will receive all reports of  
6 positive drug test or alcohol test results and will be  
7 supplied with information to determine the correct  
8 name of the student-athlete whose identifying number  
9 appears on each positive test result report. Prior to  
10 verifying a positive drug test or alcohol test result, the  
11 MRO shall contact the student-athlete whose name  
12 coincides with the identifying number on the positive  
13 drug test or alcohol test report and that student-athlete's  
14 parent(s) to afford them the opportunity to  
15 confidentially discuss the test result with the MRO and  
16 provide the MRO with the student-athlete's medical  
17 history and any other relevant biomedical information  
18 that would assist the MRO in determining whether he or  
19 she should verify the drug test or alcohol test result as  
20 positive or deem that result to be negative. If the MRO  
21 determines that the test result should be deemed  
22 negative, then no further action shall be taken and the  
23 student-athlete's test result along with all other previous  
24 negative test results will be reported to the school  
25 Principal or his or her designee as a negative result. If  
26 the MRO verifies that a positive drug test or alcohol test  
27 result as reported by the laboratory is indeed positive,  
28 then the MRO shall submit that positive drug test or  
29 alcohol test result to the student-athlete's school  
30 Principal or his or her designee identifying that student-  
31 athlete by name so that the appropriate disciplinary  
32 action can be taken pursuant to this policy.  
33

34 Retesting of student-athletes who are on probation  
35 because of a previous positive drug test or other  
36 violation of this policy shall be processed in the manner  
37 described above.  
38

- 39 (5) Appeal Procedures: The student-athlete and his or her  
40 parent(s) have the right to discuss that student-athlete  
41 confirmed positive drug test or alcohol test result with the  
42 MRO. Additionally, a student-athlete whose test result has  
43 been verified as positive and forwarded by the MRO to the  
44 school Principal for the imposition of discipline or a student-  
45 athlete facing disciplinary actions provided herein as a result of  
46 any alleged violations of this policy, shall be entitled to  
47 procedural due process as follows:



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a. Notice: The Principal shall notify the student-athlete and his or her parent(s) that the student-athlete positive drug test or alcohol test result has been verified by the MRO or that the student-athlete has otherwise violated this policy, describe the disciplinary action to be taken and advise the student-athlete and his or her parent(s) of their right to schedule a due process hearing.

b. Hearing: If requested by the student-athlete or his or her parent(s), the Principal shall conduct a hearing within a reasonable period of time following notification to the student-athlete and parent(s) of the notice described in paragraph 5.1 above.

The hearing shall be informal and conducted with the same level and types of procedures as afforded by the Principal in a suspension hearing. The Principal shall render a decision and provide the student-athlete and parent(s) with a written record of that decision at the hearing or within three (3) days of the hearing. The Principal's decision shall be final and shall not be subject to any further administrative appeal.

6.6 MISCELLANEOUS

6.6.1 Safety on School Grounds

A. Every member of the staff is responsible for the safety of pupils while on the school grounds. The principal shall eliminate all hazards on school grounds insofar as possible.

B. Teachers shall be assigned to supervise pupils on the school grounds before and after classroom instruction. Principals shall see that all activities are properly supervised and that all precautions are taken by teachers and pupils. Insofar as is practical, there shall be a teacher or properly instructed aide responsible for supervising pupils as they board and unload from buses at the school site. The person shall be on alert for any safety hazard, and shall attempt to maintain orderly procedures on the part of the pupils.

C. The parents of a seriously injured student shall be notified immediately, and the student shall be taken to the doctor or the hospital indicated on the emergency procedure card as quickly as possible. Transportation will be based upon the best judgment of the school principal. The Superintendent shall be notified as to the nature of the accident and steps taken to assist the child and the parents.



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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*

All students who comply with the following guidelines may be free to leave the school campus during the lunch period, provided that:

- A. The students must be members of the senior or junior class subject to the following conditions:
  - (1) All seniors.
  - (2) Juniors who have reached the age of sixteen (16) and who maintain a 3.0 GPA.
- 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 **6.6.4 Public Visitation**

41  
42 **A.** An individual or group desiring to tour a school shall receive permission  
43 from the Superintendent or the school principal.

44  
45 **B.** Members of the public wishing to contact pupils during the school day  
46 shall receive permission to do so from the principal. The principal should



1 grant permission only under extreme circumstances and then only if  
2 contact cannot be made before or after the school day.

- 3  
4 C. Non-enrolled students will not be allowed to visit teachers or classes  
5 during the school day unless they are participating in a career day or  
6 presenting a classroom activity. Clearance shall be made by that teacher or  
7 sponsor with the principal prior to the school visit.  
8

9 **6.6.5 Loitering**

10  
11 Loitering on school premises during school hours by a person not a student in the  
12 school or an employee of the Board shall not be tolerated. When it occurs, the  
13 police or sheriff's department shall be notified.  
14

15 **6.6.6 School Day Picture Specifications - Elementary and Secondary Schools**

- 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. Imple: 232.25, F.S.

37  
38 6.7 DROP OUT PREVENTION COMPREHENSIVE PLAN (PROGRAMS)

39  
40 The Board may adopt policies regarding placement of students in Alternative  
41 Education Programs designed to meet the needs of students who are disruptive,  
42 disinterested, or unsuccessful in the school environment.

43  
44 Examples of such programs may include:

45  
46 A. Preventive programs such as the ALPHA Program whose purpose it is to  
47 prevent the development of severe maladaptive behavior problems.



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- 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.

6.10 Rules and Procedures for Exceptional Student Education. *Adopted 6/19/01*

The Rules and Procedures for Exceptional Student Education shall be reviewed annually and approved by the Board and incorporated herein by reference.





# Table of Contents

## Chapter 7

### Official School Board Position on Discipline

<u>Section</u>	<u>Title</u>	<u>Page</u>
7.1	PHILOSOPHY .....	7-1
7.2	GENERAL POINTS OF EMPHASIS .....	7-2
7.3	BOARD RULE ON OFFENSES - STUDENT CODE OF CONDUCT .....	7-7
7.4	CORPORAL PUNISHMENT .....	7-47
7.5	SUSPENSION AND EXPULSION .....	7-48





1    **7.0    OFFICIAL SCHOOL BOARD POSITION ON DISCIPLINE**

2  
3  
4    7.1    **PHILOSOPHY**        *Amended 7/2/96*

5  
6        The School Board finds and declares that:

- 7  
8        A.     The development of self-discipline and self-direction is an educational  
9             goal toward which disciplinary procedures must contribute. Discipline  
10            provides experiences and establishes procedures which make the students  
11            responsible for keeping themselves in order. Disciplinary action is the  
12            corrective measure used when a breach of discipline has occurred.  
13  
14        B.     The key to both student and teacher morale lies in how successfully the  
15             rules on discipline are applied and how this is reflected in school order.  
16             Educators, students, and parents must feel that, whatever rules are  
17             followed, they are not only uniform for all, but are just and fair.  
18             Disciplinary action, where imposed, should be as rational, non-arbitrary,  
19             and judicious as possible. It should encourage free discussion and setting  
20             of standards through the participation of students. The dignity and worth  
21             of the individual should always be respected and, because of this,  
22             disciplinary action should be free from harsh, abusive, and vindictive  
23             forms of punishment. Also, the student should never be subjected to  
24             sarcasm, public ridicule, or intimidation. Disciplinary action cannot be  
25             effective if its purpose is merely to demonstrate the superior authority of  
26             the teacher or administrator. The best results will be derived from cordial  
27             and realistic teacher-pupil relationships which are reinforced by firm and  
28             just policies administered at all levels.  
29  
30        C.     These policies are not made with the intention of creating coercive or  
31             punitive powers. The intent is simply to help maintain discipline in the  
32             school setting. *Amended 6/28/94*  
33  
34        D.     The teacher is the essential element in proper discipline within the schools.  
35             There are certain aspects of classroom management which must be left to  
36             the discretion and good judgment of the individual teacher, especially the  
37             instances regarding talking, movement of students in the room, and other  
38             activities which might be perfectly acceptable in one classroom situation  
39             and inappropriate in another.

40  
41        Auth: 230.22, F.S.

42        Imple: 230.23 (6) (c) and 232.27, F.S.

43



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

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The principal shall be responsible for the provision of pupil guidance and counseling, including parent conferences, and also for the supervision of detention procedures when such are deemed necessary by instructional personnel.

The principal shall have the authority to administer corporal punishment in accordance with Board Rule 7.4 and shall have the authority to suspend a student from any or all classes and assign the student to a well-supervised study room within the school. "In-school suspension" shall be limited to ten (10) days for any one (1) infraction or instance of misbehavior. The principal also has the authority to require students, as a disciplinary measure, to perform custodial services on buildings or grounds. These activities shall not pose a potential source of harm to the student. Such activity is specifically exempt from the provisions of the Child Labor Laws in Chapter 450, Florida Statutes. *Amended 6/29/93 & 6/28/94*

If suspension of a student becomes necessary, an initial effort shall be made to contact the parents and inform them of the problem before the student is suspended. The procedure for suspension of students is set forth in Board Rule 7.5.1.

The Principal or his designated representative may recommend to the Superintendent the expulsion of any student who has committed a serious breach of conduct, including, but not limited to, willful disobedience, open defiance of authority of a member of his staff, violence against persons or property, or any other act which substantially disrupts the orderly conduct of school. Any recommendation of expulsion shall include a detailed report by the principal or his designated representative on the alternative measures taken prior to the recommendation of expulsion. The procedure of expulsion of students is set forth in Board Rule 7.5.3.

The Principal shall notify the appropriate school personnel of students who have committed serious off-campus crimes as specified in State Statutes. *Adopted 7/2/96*

The Principal or his designated representative shall include an analysis of suspensions and expulsions in the annual report of school progress.

Auth: 230.22, F.S. Imple: 231.085 and 232.26, F.S.

7.2.7 Standard for Student Search, Motor Vehicle Search, and Search of Student Locker or other Storage Area *Adopted 1/18/94, Amended 6/15/99*

A. Florida law provides relaxed standards of search and seizure under the 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. Such actors who are required by law (mandatory school age) to attend school shall not be suspended for unexcused absence or truancy, but actors who are not required by law to attend school may be suspended for unexcused absence and truancy.
- (18) Explosives Violation - The act of possessing, using, selling, storing, distributing, constructing, or detonating any combustible substance or destructive device, such as a bomb, letter bomb, pipe bomb, grenade, rocket, or similar device designed to explode.
- (19) Extortion Violation - The act of using threatening (physical or verbal) intimidation to obtain anything of value from another person, including, but not limited to, money.
- (20) Failure to Report to Detention/Saturday Detention Violation - The act of not attending an assigned detention (Teacher or Administrator) or Saturday Detention.
- (21) False Accusations Against Staff Member(s) Violation - The act of intentionally publicizing (oral or written) untrue, injurious allegations against a staff member or school volunteer, or knowingly bringing false charges against a staff member or school volunteer.
- (22) False Accusations Against Classmates Violation - The act of intentionally publicizing (oral or written) of untrue, injurious allegations against another classmate or knowingly bringing false charges against a classmate. If the accusations against a classmate are found to be false, the actor lodging the false accusation may receive the same punishment as would have been received by the wrongly accused individual. The consequence may be adjusted by the Principal as he/she considers the circumstances of misdirected staff time and damage to the wrongly accused individual and his/her family.
- (23) False Fire Alarm Violation - The act of activating a fire alarm system or equipment (i.e. fire extinguisher, hoses, or sprinklers) or willfully reporting a false fire.
- (24) False Summoning of Emergency Services Violation - The act of intentionally or willfully notifying or reporting a false emergency



1 in which any community agency or provider of emergency services  
2 responds to the scene.

3  
4 (25) Fighting Violation - The act of participating in an altercation  
5 involving physical violence in which another person may or may  
6 not sustain personal injury.

7  
8 (26) Firearms Violation - The act of possessing, using, selling, storing,  
9 distributing, or detonating any weapon which will, is designed to,  
10 or may be readily converted to expel a projectile by the action of an  
11 explosive, the frame and receiver of any such weapon, any firearm  
12 muffler or firearm silencer, or any destructive device, including  
13 firearms of any kind (operable or inoperable; loaded or unloaded),  
14 including, but not limited to, hand guns, zip guns, pistols, rifles,  
15 shot guns, starter guns, flare guns, BB or pellet guns, paintball  
16 guns, or cap guns. *Amended 6/27/00*

17  
18 (27) Fireworks Violation - The act of possessing or igniting  
19 firecrackers, bottle rockets, smoke bombs, or other similar devices.

20  
21 (28) Forgery Violation - The act of making a false or misleading written  
22 communication to a school staff member with either the intent to  
23 deceive or under circumstances which would reasonably be  
24 calculated to deceive the staff member, or producing or possessing  
25 any false document, items, or record represented to be an authentic  
26 school document, item, or record.

27  
28 (29) Furnishing/Selling of Drugs or Counterfeit Drugs Violation - The  
29 act of selling, offering for sale, or giving away any intoxicant, drug,  
30 controlled substance or that which is presented as a controlled  
31 substance OR selling or offering for sale a non-controlled  
32 substance as a controlled substance shall be suspended and  
33 recommended for expulsion by the Principal.

34  
35 (30) Gambling Violation - The act of participating in games or activities  
36 of chance for money or items of value.

37  
38 (31) Gang-Related Activity Violation - The act of engaging in any  
39 verbal, written, or physical act which is associated with becoming a  
40 member of a gang, being a member of a gang, or participating in  
41 gang identified rituals or behaviors.

42  
43 (32) Gang-Related Appearance or Apparel Violation - The act of  
44 wearing or displaying any clothing, jewelry, accessories, makeup,  
45 tattoo, or any other appearance or apparel which may be considered



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gang-related in any manner which is associated with being a member of or participating in a gang or gang-related activity.

- (33) Harassment Violation - The act of using unwelcome gestures, words, or written statements to annoy, demean, denigrate, defame, malign, or ridicule another person.
- (34) Horseplay Violation - The act of engaging in rowdy, rough behavior that interferes with the safe or purposeful order of the school.
- (35) 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.
- (36) Inappropriate or Obscene Act Violation - The act of using oral or written language, electronic messages, pictures, objects, gestures, or engaging in any physical act considered to be offensive, socially unacceptable, or not suitable for an educational setting.
- (37) Insolent Attitude Violation - The act of communicating (oral or written) and/or using body language, including, but not limited to, facial expressions or gestures which are intended to communicate disrespect, insult, contempt, impertinence, or rudeness toward person(s) in authority.
- (38) Insubordination Violation - The act of deliberately refusing, or failing to follow a direction or an order from a school staff member, bus driver, or any other adult in authority.
- (39) Lewd/Lascivious Sexual Conduct Violation - The act of exposing or exhibiting one's sexual organs in public, or to act or behave in such a manner as to simulate that sexual battery is being committed.
- (40) Long-term Suspension - The suspension of a student within the range of 6-10 days.
- (41) Lying/Misrepresentation Violation - The act of intentionally providing false or misleading information to, or withholding valid information from, a school staff member.
- (42) Malicious Destruction of School or Personal Property of Staff Violation - The act of intentionally damaging or destructing school

1 property or personal property belonging to a staff member,  
2 including, but not limited to, destruction or damage to a home  
3 and/or an automobile.

4  
5 (43) Off-Campus Felony - The arrest by law enforcement officials of a  
6 student for the alleged commission of a felony or a delinquent act  
7 which would be classified as a felony if committed by an adult at a  
8 time and place where students are not subject to control of the  
9 school.

10  
11 (44) Possession/Use of Dangerous Chemical Irritants Violation - The  
12 act of possessing or using devices which are designed to inflict or  
13 could inflict pain or injury to another individual, such as, mace and  
14 pepper spray.

15  
16 (45) Possession of Dangerous or Disruptive Item Violation - The act of  
17 possessing any item, although not specifically designed to do harm  
18 to another person, which is used to cause or attempt to cause  
19 injury, or is used to put someone in reasonable fear of injury,  
20 including, but not limited to, belts, pencils, pens, compasses,  
21 combs, hair brushes, and laser pens.

22  
23 (46) Possession of Stolen Property Violation - The act of possessing  
24 stolen property shall receive appropriate disciplinary consequences.  
25 Students should refrain from receiving, taking, or "holding onto for  
26 a friend" any item(s) or materials for which they are not the  
27 legitimate owner.

28  
29 (47) Possession/Use/Under Influence of Alcohol, Drugs, or Other  
30 Controlled Substances Violation - The act of possessing or  
31 influenced by intoxicating beverages or drugs or combinations of  
32 drugs having hallucinatory effects OR found to be in the  
33 possession of drug paraphernalia.

34  
35 (48) Possession or Use of Cellular Phone or 2-Way Communication  
36 Device Violation - The act of possessing, carrying, and/or  
37 transporting on or about his person any cellular phone on school  
38 grounds or in any building owned or operated by the School Board,  
39 but cellular phones may be built-in or kept securely locked in the  
40 student's personal vehicle.

41  
42 (49) Profanity/Abusive Language Violation - The act of using any  
43 profane, vulgar, or unnecessary crude utterance or gesture, whether  
44 directed toward a teacher or classmate, or merely done overtly.



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- (50) 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
  
- (51) Riot/Rioting Violation - The act of inciting or participating in disorderly and/or violent group behavior.
  
- (52) Robbery - The act of taking or attempting to take anything of value under confrontational circumstances from the control, custody, or care of another person by force or threat of force or violence or putting the victim in fear of larcenies.
  
- (53) Sexual Battery - Any sexual act directed against another person, forcibly or against that person's will, or not forcibly against that person's will where the victim is not capable of giving consent because of his/her youth or because of temporary or permanent mental incapacity.
  
- (54) Sexual Harassment - The act of making unwelcome sexual favors and other inappropriate verbal, nonverbal, written, graphic, or physical conduct of a sexual nature when such repetitive conduct substantially interferes with a student's academic performance, or creates an intimidating, hostile, or offensive school environment.
  
- (55) Sexual Related Offenses Violation - The act of engaging in a sex act or physical conduct of a sexual nature.
  
- (56) Short-term Suspension - Any suspension of a student within the range of 1-5 days.

- 1 (57) Simple Assault/Minor Battery Violation (Student to Student Only)  
2 – The act of threatening of or attempting to strike another person  
3 where physical contact is made by one individual, but where no  
4 injury is sustained. *Amended 6/19/01*  
5
- 6 (58) Skipping Class Violation - The act of not reporting to or leaving  
7 school grounds without receiving proper prior approval and/or  
8 following established procedures for checking out of school.  
9
- 10 (59) Stealing/Theft Violation - The act of unlawfully taking the property  
11 of another person without threat of violence or bodily harm, or  
12 knowingly being in possession of stolen property, or knowingly  
13 selling or distributing stolen property.  
14
- 15 (60) Tardiness Violation - The act of arriving late to school or to a class  
16 on a repeated basis.  
17
- 18 (61) Threat/Intimidation Violation - The act of declaring the actor's  
19 intent by word or act to do violence to another person or to his/her  
20 property, or forcing another person to do something, or prevent  
21 another person from doing something by coercion, bullying, or  
22 making him/her afraid, or acting in a way which is likely to cause  
23 others to be afraid.  
24
- 25 (62) Tobacco Products Violation - The act of possessing, using, selling,  
26 storing, or distributing cigarettes, cigars, snuff, dip, pipe tobacco,  
27 chewing tobacco, OR possessing, using, storing, distributing, or  
28 igniting a cigarette lighter or matches.  
29
- 30 (63) Trespassing Violation - The act of entering without authorization  
31 onto School Board owned property, into a school function, or an  
32 extracurricular activity, or remaining on School Board owned  
33 property after being directed to leave that location by a school staff  
34 member or law enforcement officer.  
35
- 36 (64) Unauthorized Area/Hall Violation - The act of being present in  
37 buildings, rooms, hallways, or other areas of a school campus  
38 restricted to student access during all or a portion of a day.  
39
- 40 (65) Unauthorized Assembly Violation - The act of being present at  
41 unapproved student gatherings, meetings, demonstrations, or  
42 protests which interfere with the orderly process of the school  
43 environment, or which interrupts a school function or an  
44 extracurricular activity.  
45



- 1 (66) Unauthorized Buying/Selling of Merchandise Violation - The act  
 2 of buying or selling any merchandise while at school or on any  
 3 property owned by the School Board of Osceola County, Florida  
 4 without the permission of the Principal.  
 5  
 6 (67) Unauthorized Possession of Prescription or Over the Counter  
 7 Medication Violation - The act of possessing or using any  
 8 substance which requires a physician's prescription or is  
 9 considered an over-the-counter medication, without checking such  
 10 medication in at the school clinic in accordance with School Board  
 11 Rules, Policies, and Procedures.  
 12  
 13 (68) Unsafe Act Violation - The act of engaging in any behavior which  
 14 compromises the health or safety of an individual including, but  
 15 not limited to, such acts as hitting, kicking, or slapping.  
 16  
 17 (69) Vandalism Violation - The act of willfully defacing, damaging, or  
 18 destroying by any means the real or personal property belonging to  
 19 the School Board or another person.  
 20  
 21 (70) Vehicle/Parking Violation - The act of failing to follow established  
 22 rules and regulations concerning the privilege of driving and  
 23 parking vehicles on a school campus.  
 24  
 25 (71) Weapons Violation - The act of possessing, storing, distributing,  
 26 selling, or purchasing any instrument or object that may inflict  
 27 harm on another person, or be used to intimidate another person,  
 28 including, but not limited to, fixed blade knives, folding knives,  
 29 switch blade knives, common pocket knives, razor blades, box  
 30 cutters, sharp cutting instruments, ice picks, dirks, chains, pipe,  
 31 nunchakus, brass knuckles, Chinese stars, billy clubs, tear gas,  
 32 poisonous gases, sling shots, electrical weapons or devices, stun  
 33 guns, BB or pellet guns, starter pistols, propellants, paintball guns,  
 34 and "look-alike" weapons. *Amended 6/27/00*  
 35

36 B. Elementary and Secondary Code of Student Conduct Amended 6/30/92,  
 37 6/29/93, 6/28/94, 6/27/95 & 11/7/95, Revised & Reformatted 7/2/96,  
 38 Amended 6/17/97 & 7/21/98. Revised 6/15/99  
 39

40 **LEVEL I**

41  
 42 Minor misbehavior on the part of the student, which impedes orderly  
 43 classroom procedures or interferes with the orderly operation of the  
 44 school.  
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(1) Examples

- a. Class disturbances/Disruptive behavior
- b. Dishonesty - cheating, lying, etc.
- c. Dress code violations
- d. Failure to follow directions
- e. Public display of affection
- f. Profanity or abusive language, student to student
- g. Hall violations
- 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.



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Repeated misbehavior indicates the need for a parent/guardian conference with the teacher and/or guidance counselor and/or school administrator.

A proper and accurate record of the offense and disciplinary action is maintained by the staff member.

a. First Offense

1. Written report to parents
2. Verbal reprimand
3. Written educational assignment
4. Special assignment related to offense
5. Behavior contract
6. Correct inappropriate dress
7. Parent/Teacher/Student Conference
8. Time-out area
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

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- 18. Others
- b. Repeated Offense
  - 1. Additional detention
  - 2. Withhold privileges
  - 3. Parent notification and/or conference
  - 4. In-school suspension
  - 5. Corporal punishment
  - 6. Short-term out-of-school suspension

**LEVEL II**

Misbehavior of frequency or seriousness that tends to disrupt the learning climate of the school and from which educational consequences are serious enough to require corrective action on the part of administrative personnel. These infractions, which usually result from the continuation of Level I misbehaviors, require the intervention of personnel on the administrative level because the execution of Level I disciplinary options has failed to correct the situation.

(1) Examples

- a. Continuation of Level I misbehaviors
- b. Defiance of authority/willful disobedience
- c. Disruptive behavior/horseplay
- d. Disruption of the school bus
- e. Insolent attitude
- f. Excessive absences or tardies to school
- g. Failure to serve teacher assigned discipline
- h. Simple assault/ Minor Battery
- i. Forgery of notes, excuses, other school documents



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- j. Hall violations
- k. Illegal organizations
- l. Inappropriate printed material
- m. Unauthorized use of personal alarm device/pager/beeper

Authorized possession and/or use shall be as follows:

- 1. The device and the legitimate purposes as determined by the principal, shall be registered with the principal
- 2. The device must be concealed (non-visible) and set to non-audible mode.

- n. Unauthorized use and/or possession of over the counter or prescription medication

(2) Recommended Discipline Procedure for Level II Offenses:

Student is referred to administrator for appropriate disciplinary action.

Proper and accurate record of the offense and disciplinary action is maintained by administrator.

Parents are informed. The teacher is informed of the administrator's actions.

- a. First Offense
  - 1. Report to parent
  - 2. Verbal reprimand
  - 3. Written educational assignment
  - 4. Special assignment related to offense
  - 5. Behavior contract
  - 6. Time-out area

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7. Confiscation of inappropriate item
8. Strictly supervised area
9. Teacher detention
10. Teacher/Student schedule change
11. Counseling
12. Administrative detention/Saturday detention
13. Referral to outside agencies
14. 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



1 extent of the school's resources for remediating the situation in the best  
2 interest of all students.

3  
4 (1) Examples

5  
6 a. Continuation of Level II misbehaviors

7  
8 b. Fighting

9  
10 Elementary School only

11  
12 1st offense 1 - 3 days out-of-school suspension

13  
14 2nd offense 3 - 5 days out-of-school suspension

15  
16 3rd offense 5 - 10 days out-of-school suspension

17  
18 4th offense 10 days out-of-school suspension  
19 and recommendation for expulsion

20  
21 Middle School only

22  
23 1st offense 3 days out-of-school suspension

24  
25 2nd offense 5 days out-of-school suspension

26  
27 3rd offense 10 days out-of-school suspension  
28 and recommendation for expulsion

29  
30 High School only

31  
32 1st offense 5 days out-of-school suspension

33  
34 2nd offense 10 days out-of-school suspension  
35 and recommendation for Expulsion

36  
37 c. Gambling

38  
39 d. Extortion

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41 e. Failure to serve administratively assigned discipline

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43 f. Harassment

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45 g. Inappropriate or obscene act

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- h. Inappropriate printed material
- i. Insubordination
- j. Possession of dangerous or disruptive items
- k. Possession of stolen property
- l. Racial harassment
- m. Sexual harassment
- n. Sex related offenses, including inappropriate video material
- o. Stealing
- p. Threat or intimidation - student to student
- q. Minor vandalism
- r. Profanity/Abusive language to teacher, staff, or volunteer
- s. Gang related activity
- t. Gang related apparel or appearance
- u. Violation of the Data Network Acceptable Use Policy
- v. Unsafe act
- w. Possession or use of tobacco products and/or cigarette lighters

1st offense: Mandatory attendance in a tobacco awareness/cessation class in lieu of other disciplinary action. If the student declines the opportunity, the application of Level III consequences would be applied up to and including a possible \$25.00 citation.

(2) Recommended Discipline Procedure for Level III Offenses:

Administrator initiates disciplinary action by investigating the infraction and conferring with staff on the extent of the



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consequences. Administrator/student/parent conference about student's misconduct and resulting disciplinary action. Proper and accurate record of offenses and disciplinary actions is maintained by administrators. Restitution of property and/or payment for damages. Consider referral to outside agencies.

a. First Offense

1. Report to parent
2. Verbal reprimand
3. Written educational assignment
4. Special assignment related to offense
5. Behavior contract
6. Time-out area
7. Confiscation of inappropriate item
8. Strictly supervised area
9. Teacher detention
10. Teacher/Student schedule change
11. Counseling
12. Administrative detention/Saturday detention
13. Referral to outside agencies
14. Corporal punishment
15. In-school suspension
16. Financial restitution
17. Work detail
18. Remove or change inappropriate apparel or appearance

19. Short-term out-of-school suspension
20. Long-term out-of-school suspension
21. Recommendation for expulsion
22. Others

b. Repeated Offenses

1. Refer to Director of Student Services
2. Refer to Director of Exceptional Students

**LEVEL IV**

Acts which result in violence to another's person or property or which pose a direct threat to the safety of others in the school. These acts are clearly criminal and are so serious that they always require administrative actions which result either in the immediate removal of the student from school, the intervention of law enforcement authorities or referral to Student Services for possible Board action.

(1) Examples

- a. Unmodified and continued Level III violations
- b. \*Aggravated assault
- 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



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- k. Possession of a cellular phone except as otherwise allowed in School Board Rules.
- l. Possession of handcuffs
- m. Possession of dangerous chemical irritants (mace, pepper spray)
- n. \*Assault and Battery - an unlawful injury to another
- o. \*Furnishing/selling drugs or counterfeit drugs
- p. \*Bomb threats
- q. \*Fraudulently summoning emergency services
- r. \*False accusation of misconduct directed toward staff members
- s. Off-campus felony charges
- t. Possession/use/under the influence of alcoholic beverages, drugs, or other controlled substances, including possession of drug paraphernalia
- u. Distribution of over the counter or prescription medication
- v. \*Distribution of alcoholic beverages, drugs, or other controlled substances
- w. \*Weapons

(2) Recommended Discipline Procedure for Level IV Offenses:

For all (\*) items, follow the procedures listed below and make Recommendation for Expulsion

Administrator verifies the offense, confers with the staff involved and meets with the student, allowing the student the opportunity to relate his or her version of what occurred. The student is immediately removed from the school environment. Parents are notified. Administrator may contact law enforcement agency and assist in prosecuting offender. Complete and accurate report is submitted to the Superintendent for possible Board action.

1 For all non- (\*) items, follow procedures listed above and select the  
2 appropriate level of discipline consequence below.

- 3  
4 a. First Offense  
5  
6 1. Out-of-school suspension  
7  
8 2. Recommendation for expulsion  
9  
10 3. Others  
11  
12 b. Repeated Offenses  
13  
14 Recommendation for expulsion

15  
16 Compliance with the drug and alcohol issues in the Student Code of  
17 Conduct is mandatory.

18  
19 Auth: 230.22, F.S.

20 Imple: 231.09(2) ,230.2313(2)(c), 230.23(11)(c), 231.086, 232.26-232.28,  
21 F.S.

22  
23 **7.3.1C. Post Secondary Code of Student Conduct *Adopted 7/2/96 & Amended***  
24 ***7/21/98***

25  
26 **LEVEL I**

27  
28 Minor misbehavior on the part of the student, which impedes orderly  
29 classroom procedures or interferes with the orderly operation of the  
30 school.

31  
32 (1) Examples

- 33  
34 a. Tardiness - Excessive and/or habitual late arrival to school  
35 or class  
36  
37 b. Absence - Excessive and/or habitual absence from school  
38 or class  
39  
40 c. Dress Code - Non-conformity of established dress code  
41  
42 d. Disruptive behavior on school property or at school-  
43 sponsored events.  
44  
45 e. Littering  
46



1 (2) Recommended Discipline Procedure for Level I Offenses:  
2

3 a. First Offense  
4

- 5 1. Immediate intervention by the instructor or staff  
6 member who observes the misbehavior.  
7  
8 2. Verbal Reprimand  
9  
10 3. Tardiness or Absence - Tardiness or absence will  
11 result in a verbal or written warning from the  
12 instructor.  
13  
14 4. Dress code violations - The instructor will counsel  
15 any student whose clothing is a dress code violation  
16 that is not disruptive to the educational process.  
17 The instructor will direct the student to change  
18 when the attire is disruptive to the educational  
19 process.  
20

21 b. Second Offense  
22

- 23 1. Written referral to a counselor  
24  
25 2. In the case of a dress code violation, the student will  
26 be given a written referral to the administration.  
27 The student will be sent home to obtain the  
28 appropriate attire.  
29

30 c. A third offense will result in moving the offense to Level II.  
31

32 **LEVEL II**  
33

34 Misbehavior of frequency or seriousness that tends to disrupt the learning  
35 climate of the school and from which educational consequences are  
36 serious enough to require corrective action on the part of administrative  
37 personnel.  
38

39 (1) Examples  
40

41 a. Continuation of Level I offenses  
42

- 43 b. Disorderly Conduct - Conduct or behavior which interferes  
44 with or disrupts the orderly process of the school  
45 environment or a school function.

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- 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**

Acts against persons or property but the consequences of which do not seriously endanger the health or safety of others in the school.

(1) Examples

- a. Continuation of Level II offenses



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- b. Unauthorized Assembly, Publications, etc. - Demonstrations and/or petitions by students or possession and/or distribution of unauthorized publication which interfere with the orderly process of a school function.
- c. Insubordination - Refusal or failure to comply with a direction from a school staff member, failure to comply with local or state law, school rule, School Board policy or classroom rules.
- d. Repeated Misconduct of a More Serious Nature - Repeated misconduct which tends to substantially disrupt the orderly conduct of a school, school function or extracurricular/co-curricular program of activity.
- e. Sexual harassment or creating a hostile environment
- f. Profane, Obscene or Abusive Language/Materials - The use of either oral or written language, gestures or pictures which are socially unacceptable and which tend to disrupt the orderly school environment or school functions.
- g. Use of tobacco products and/or cigarette lighters
- h. Fighting on school property.
- i. Destruction, defacing, or vandalism of property.
- j. Use of radios and headphones.
- k. Violation of the Data Network Acceptable Use Policy.

(2) Recommended Discipline Procedure for Level III Offenses:

- a. First Offense  

Written referral to administration, conference with all relevant persons, and possible suspension.
- b. Second Offense  

A second offense will result in moving the offense to Level IV.

1                   **LEVEL IV**

2  
3                   Acts which result in violence to another's person or property or which  
4                   pose a direct threat to the safety of others in the school.

5  
6                   (1)    Examples

- 7  
8                   a.       Continuation of Level III offenses
- 9  
10                  b.       Alcohol/Drugs - Possession, use, under the influence of,  
11                   selling, or transporting of alcoholic beverages, drugs, or any  
12                   substance capable of modifying mood or behavior or  
13                   represented to be of said nature, including possession of  
14                   drug paraphernalia.
- 15  
16                  c.       Arson - The willful and malicious burning or attempt to  
17                   burn or destroy school system property, contents in or on  
18                   the property or the personal property of others.
- 19  
20                  d.       Assault/Battery of Employees/Volunteers/students - An  
21                   intentional threat by word or act to do physical harm to a  
22                   school employee, volunteer or student coupled with an  
23                   apparent ability to do so or the actual reckless or intentional  
24                   touching or striking of a school system employee, volunteer  
25                   or student against his/her will.
- 26  
27                  e.       False Fire Alarm - The willful and/or malicious activation  
28                   of a fire alarm system or equipment (i.e. fire extinguisher,  
29                   hoses, or sprinklers) or the willful and/or malicious  
30                   reporting of a false fire.
- 31  
32                  f.       Theft/Robbery - The act or attempted act of taking money,  
33                   property or possessions from another against his/her will  
34                   with or without the use of force, violence or fear.
- 35  
36                  g.       Bomb Threats/Explosions - Any communication which has  
37                   the effect of threatening an explosion to do malicious,  
38                   destructive or bodily harm to school system property or  
39                   property at a school function or extracurricular/co-  
40                   curricular activity or the person in or on that property or  
41                   attending the function. This includes preparing, possessing  
42                   or igniting explosives including unauthorized fireworks on  
43                   school system property or at a school function or an  
44                   extracurricular/co-curricular activity.
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- h. Weapons - The possession, use or control of any dangerous instrument which could be used to harm, cause injury or death to another person. This may include, but is not limited to, firearms, knives, clubs, explosives and other chemical weapons. Weapons shall be confiscated and will not be returned to the student. Possession of weapons shall be reported to law enforcement authorities.
- i. Hate crimes and language.
- j. Unauthorized use of cellular phones. Students in postsecondary programs may receive waivers of this rule as prescribed by the site principal
- k. False accusations of misconduct directed toward staff members.
- l. Off-campus felony charges.
- m. Fraudulently summoning emergency services.

(2) Recommended Discipline Procedure for Level IV Offenses:

The first offense will result in an immediate ten-day suspension with the request for expulsion. The offense may be reported to the appropriate law enforcement agency.

Compliance with the drug and alcohol issues in the Student Code of Conduct is mandatory.

7.3.1 D. Student Transportation

- (1) The responsibilities of pupils transported at public expense shall be as follows:
  - a. To occupy the seat assigned by the driver and to refrain at all times from moving around while the bus is in motion. To observe classroom conduct (except for ordinary conversation) while getting on and off the bus, and while riding the bus. To keep hands inside the bus at all times, except in case of emergency egress.
  - b. To obey the driver and to report to the school principal when instructed to do so by the driver.

- 1 c. To warn the driver of approaching danger if there is reason to  
2 believe the driver is not aware of the danger.  
3  
4 d. To be at the designated place in the morning and after school,  
5 ready to board the bus at the prescribed time. *Amended 7/23/91*  
6  
7 e. To walk to the bus stop on the left side of the road, facing traffic,  
8 and to stay off the roadway at all times while waiting for the bus.  
9  
10 f. To wait until the bus has come to a full stop before attempting to  
11 get on or off.  
12  
13 g. To enter or leave the bus only at the front door after the bus has  
14 come to a full stop, except in case of emergency.  
15  
16 h. To cross the highway, when necessary, as follows:  
17  
18 1. Upon alighting from bus, stand at the side of the road ten  
19 (10) feet in front of the bus, within sight and hearing of the  
20 driver and wait for his signal to cross the road or proceed to  
21 the park strip.  
22  
23 2. Upon signal from the driver, look both ways and proceed in  
24 front of the bus across the road or to the park strip.  
25  
26 i. To ride assigned bus only. Any change must be requested in  
27 writing by the parent and receive written approval of the principal  
28 before implementation of the requested change.  
29  
30 j. Students are prohibited from disembarking at other than the  
31 assigned bus stop unless authorized in advance by the school  
32 administration. *Adopted 7/2/96*  
33

34 Auth: 230.22, F.S. Imple: 232.25, F.S.

35  
36 (2) School Bus Violations

37  
38 Any pupil who persists in disorderly conduct on a school bus shall be  
39 reported to the principal by the driver of the bus. After investigating the  
40 degree and severity of the student's misconduct, the principal of the school  
41 the student attends may administer disciplinary consequences at the school  
42 level up to and including suspension of transportation to and from school  
43 and school functions at public expense, out-of-school suspension and/or  
44 recommendation for expulsion.  
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a. Definitions

Acts which distract the bus driver from giving full attention to the roadway and which ultimately pose a direct threat to the safety of the students riding the bus or to the safe operation of the school bus.

b. Examples of Violations

School Bus Safety Rules shall be distributed to students upon enrollment and posted in the front of ALL school buses. Any infraction shall be considered a violation.

c. Procedures

1. The bus driver will submit a written referral to the principal whenever students violate Bus Safety Rules and fail to heed the verbal warning of the Bus Driver.
2. The principal will review the reported incident with the student.
3. Parents will be notified.
4. A proper and accurate record of the offense and the disciplinary action will be maintained by the administrator.

d. 1st Offense

A warning, alternative action or suspension from the bus.

e. Repeated Offenses *Amended 7/21/98*

1. Second offense - Suspension of bus riding privileges/afternoon detention. Action waived if parent attends a conference at the school with the principal, bus driver and Transportation Supervisor. Alternative action is an administrative option for ESE Students. *Amended 6/29/93*
2. Third offense - Three (3) day suspension of bus riding privileges or one (1) day for ESE students. A follow-up IEP meeting will

1 be scheduled for Exceptional Students.  
2 *Amended 6/30/92 & Amended 6/29/93*

3  
4 3. Fourth offense - Ten (10) day suspension of bus riding  
5 privileges and Discipline Review  
6 Hearing for Exceptional Students.  
7 *Amended 6/30/92*

8  
9 4. Fifth offense - Permanent revocation of bus riding  
10 privileges for remainder of the school  
11 year. *Amended 6/30/92 & 6/27/00*

12  
13 7.3.2 Misbehavior

14  
15 Actions by students, which show disrespect for any school personnel,  
16 intimidation, fighting, violent antagonism toward classmates, or general  
17 misconduct, which disrupts the learning situation, shall not be tolerated. If a  
18 situation cannot be handled by the teacher, it shall be referred to an administrator.  
19 Behavior described in this rule shall be responded to swiftly, with appropriate  
20 disciplinary action.

21  
22 Auth: 230.22, F.S.

23 Imple: 231.09(2), 230.2313(1)(c), 230.23(11)(c), 231.085, 232.16-232.28, F.S.

24  
25 7.3.3 Dangerous or Disruptive Items

26  
27 A. Any item used by a student which disrupts class order, detracts from  
28 attention to instruction, defaces school property, or in any way endangers  
29 the safety of any student, may be taken by the teacher and turned over to  
30 the principal. The Principal shall take appropriate disciplinary action for  
31 the offense. Students shall not carry any object that is usually considered  
32 to be a weapon, such as a knife or other dangerous and harmful object or  
33 any realistic facsimiles. A principal who finds a student to be in  
34 possession of a weapon or dangerous and harmful object will take the  
35 appropriate disciplinary action for a level IV violation of the Code of  
36 Student Conduct. *Amended 6/29/93, 6/28/94 & 7/21/98*

37  
38 B. No student shall, while on the grounds or in any building owned or  
39 operated by the School Board of Osceola County, FL, possess carry or  
40 transport on or about his/her person or in any vehicle or other conveyance  
41 or discharge any firearm or other weapon as defined in Section 790.001  
42 Florida Statutes. Any student violating this policy shall be recommended  
43 to the Superintendent for expulsion. Any such student not enrolled in an  
44 Exceptional Student Education program who is determined to have  
45 brought a firearm or other weapon as defined in Section 790.001 to school,



1 to a school function or onto any school-sponsored transportation will be  
2 expelled with or without continuing educational services, from the School  
3 District of Osceola County for a minimum period of not less than one full  
4 calendar year and referred for criminal prosecution. *Adopted 6/29/93*  
5 *& Amended 6/27/95 & 6/19/01*  
6

7 The School Board of Osceola County may assign a student to a  
8 disciplinary program or second chance school for the purpose of  
9 continuing educational services during the period of expulsion.  
10 *Adopted 6/19/01*  
11

12 The Superintendent may consider the 1-year expulsion requirement on a  
13 case-by-case basis and request the School Board to modify the requirement  
14 by assigning the student to a disciplinary program or second chance school  
15 if it is determined to be in the best interest of the student and the school  
16 system. *Adopted 6/19/01*  
17

18 Auth: 230 .23, F. S.

19 Imple: 231.09(2), 230.2313(1) (c), 230.23(11) (c), 231.085,232.16-232.28,  
20 120.53, 230.23(6),230.22(8)(c) and 120. 57 (1), F. S.  
21

22 7.3.4 Willful Disobedience  
23

24 Students shall at all times show proper respect for staff members. Appropriate  
25 disciplinary action shall be taken if any student willfully disobeys a staff member,  
26 and shall depend upon the degree and intent of disobedience. *Amended*  
27 *7/2/96*  
28

29 Auth: 230.22, F.S.

30 Imple: 231.09(2),230.2313(1) (c), 230.23(11) (c), 231.085, 232.26-232.28, F.S.  
31

32 7.3.5 Wearing Apparel and Accessories - Dress Code Policy Revised 5/2/00,  
33 *Amended 5/8/01*  
34

- 35 A. The school, as a center of learning, shall provide for the development of  
36 habits and attitudes conducive to acceptable wearing apparel, and good  
37 grooming. Wearing apparel shall not be of the type which would detract  
38 from the primary purpose of the school, which is academic instruction, nor  
39 shall accessories carried by children to school be disruptive to the conduct  
40 of the school or hazardous to student welfare.  
41
- 42 B. Students are required to wear appropriate clothing as set forth in this  
43 Policy. The Board adopted "Dress Code Policy" is based on the situation  
44 and the grade level of the students. Inappropriate clothing and appearance  
45 are disruptive to the school program and Principals shall enforce



1 compliance with this Policy by those students within their jurisdiction.  
2 *Adopted 5/2/00*

- 3  
4 C. Violations of this Policy: Violations of this Policy shall be treated as  
5 disruptive behavior in violation of the Student Code of Conduct. However,  
6 Policy violations shall not carry over on the student's discipline record to  
7 subsequent years. This Policy shall apply to students at all times when they  
8 attend school or any school sponsored event. *Adopted 5/2/00*

9  
10 This policy shall be applicable in its entirety, except where a specific  
11 section may be directed toward a select group of students. All persons  
12 subject to this policy shall comply with all sections of it. *Adopted 5/2/00*

- 13  
14 D. Wearing apparel, which tends to identify association with secret societies  
15 as prohibited in Florida Statutes, shall not be worn. *Adopted 6/28/94*

- 16  
17 E. Cleanliness of the physical person consistent with the maintenance of good  
18 health and to avoid offensiveness to others is mandatory. *Amended 5/2/00*

- 19  
20 F. Schools, with the involvement of the school advisory council, may adopt a  
21 school uniform. Participation by students will be voluntary. Students who  
22 choose not to wear the school-adopted uniform will be required to  
23 conform to the Dress Code Policy. *Amended 11/7/95 & 5/2/00*

- 24  
25 G. In Postsecondary programs, some programs may require uniforms.  
26 Continued enrollment in these programs shall be contingent on the  
27 students' adhering to all uniform requirements and standards. *Adopted*  
28 *7/2/96*

- 29  
30 H. General Dress Code Requirements: *Adopted 5/2/00*

31  
32 (1) Shirts and Blouses: Shirts or blouses are not required to be tucked  
33 into the waistband of pants, shorts or skirt. Sleeveless shirts or  
34 blouses are allowed. However, midriff, upper torso and  
35 undergarments may not be exposed. The size of shirts or blouses  
36 shall be appropriate to the student's body size and shall not be  
37 unduly oversized or undersized. Spaghetti straps, tube tops, halter  
38 tops, midriff tops, tank tops or clothing that exposes the upper  
39 torso are not allowed. The Principal's determination as to whether  
40 or not shirts and blouses are appropriate to the student's body size  
41 shall be determinative and final. *Amended 5/8/01*

42  
43 (2) Pants: Pants shall be worn so that the waistband is worn at the  
44 waist and not below the waist. The size of the pants shall be  
45 appropriate to the student's body size and shall not be unduly



1 “oversized.” Belts are optional and if worn must be of appropriate  
2 size and fastened in a customary manner. The Principal's  
3 determination as to whether or not pants and/or belts are  
4 appropriate to the student’s body size or whether pants and/or belts  
5 are “unduly oversized” shall be determinative and final. *Amended*  
6 *5/8/01*

7  
8 The width of the legs of pants shall not be unduly “oversized” and  
9 shall be appropriate in consideration of the particular student’s  
10 body size. The Principal's determination as to whether or not the  
11 width of pants legs are appropriate to the student’s body size or  
12 whether the width of pants with regard to the particular student are  
13 “unduly oversized” shall be determinative and final.

14  
15 (3) Skirts and Dresses: The hem of girls' skirts or dresses shall be no  
16 shorter than the tip of the fingertips when both arms are extended  
17 by the side. The Principal’s determination as to the appropriate  
18 length of skirts and dresses shall be determinative and final.  
19 *Amended 5/8/01*

20  
21 (4) Appropriate Sizes: Students shall wear clothing of appropriate size  
22 as determined by the Principal.

23  
24 (5) All students shall wear shoes/footwear. Elementary and middle  
25 school students' shoes/footwear shall be closed toe and heel so as  
26 to protect the entire foot. High school students may wear sandals  
27 provided they have a back strap and a strap over the toes. Platform  
28 shoes may not be worn. *Amended 5/8/01*

29  
30 (6) The decision as to whether or not clothing or the appearance of a  
31 student is in violation of this Policy shall be made by the Principal,  
32 and such decision shall be determinative and final as to the matter  
33 being decided. The exercise of this discretion shall be subject to  
34 legal standards for the reasonable exercise of discretion by the  
35 school administrators, but to the greatest extent permitted by law,  
36 deference shall be afforded to school officials in their exercise of  
37 discretion in the implementation of this Policy. This provision  
38 regarding the discretion of school officials shall apply to each  
39 subsection and portion of the entire Policy.

40  
41 I. Unacceptable Attire: Students are not allowed to wear clothing, jewelry,  
42 buttons, haircuts, tattoos, makeup, or other attire or markings which are  
43 offensive, suggestive, or indecent, including but not limited to: *Adopted*  
44 *5/2/00*

- 1 (1) Clothing associated with gangs;
- 2
- 3 (2) Clothing encouraging the use of drugs, alcohol, or violence;
- 4
- 5 (3) Clothing associated with discrimination on the basis of age, color,
- 6 handicap, national origin, marital status, race, religion, or sex;
- 7
- 8 (4) Clothing (or lack thereof) exposing any portion of the torso or
- 9 upper thighs such as see-through garments, mini-skirts or mini-
- 10 dresses, halters, backless dresses, tube tops or tank tops or shirts,
- 11 bare midriff outfits, or shirts or blouses tied at the midriff;
- 12
- 13 (5) Clothing deemed by school officials to be so revealing as to
- 14 disrupt, or potentially disrupt, good order and the education
- 15 program;
- 16
- 17 (6) Clothing or outer garments traditionally designed as undergarments
- 18 such as boxer shorts, bloomers, tights, or hosiery (except where
- 19 tights or hosiery are worn appropriately);
- 20
- 21 (7) Clothing or footwear that is construed by the Principal in such
- 22 person's reasonable judgment to be hazardous or dangerous to
- 23 health or safety; or
- 24
- 25 (8) Hats, headgear, or any head covering, except when approved by the
- 26 Principal.

27  
28 J. Shorts: Students may wear hemmed walking shorts, or Bermuda shorts,  
29 only if the wearing of shorts has not been revoked and they are appropriate  
30 for safety or employment training purposes, as provided hereinafter. In all  
31 situations in which shorts are permissible to be worn, the shorts shall  
32 extend to the tip of the fingertips when both arms are extended by the side.  
33 The Principal's determination as to the appropriate length of the shorts  
34 shall be determinative and final. *Adopted 5/2/00 & Amended 5/8/01*

- 35
- 36 (1) Unacceptable Shorts: Athletic shorts including spandex-style
- 37 "bicycle" shorts, cut-off jeans, frayed jeans or pants, cut-off sweat
- 38 pants, short-shorts, running shorts, and see-through boxer-type
- 39 shorts are not permitted.
- 40
- 41 (2) Vocational-Technical Centers: For safety and employment training
- 42 purposes, students enrolled at the vocational-technical centers will
- 43 wear the uniform of the program. If there is no uniform, this rule
- 44 shall apply.
- 45



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45

(3) Revocation of Shorts Privilege for Excessive Violations: If an individual school's School Advisory Council ("SAC") determines that too many students have abused the shorts policy, the Principal may revoke the shorts privilege at that particular school so that the entire student body will not be allowed to wear shorts to school during the next semester. In such cases, the Principal may elect to prohibit wearing shorts to school at that particular school during subsequent semesters or school years or reinstate the privilege of wearing shorts to school, as the Principal, in consultation with the SAC, may deem appropriate. *Amended 5/8/01*

(4) The Principal may revoke the shorts privilege of a student who violates the provisions of the shorts policy twice in one semester. *Adopted 5/8/01*

K. Dress Code Policy: Subject to the terms and conditions set forth below the School Board has adopted this Policy pertaining to all students as follows: *Adopted 5/2/00*

(1) Findings: Based upon evidence presented to the School Board, the recommendations of the Superintendent and the Superintendent's staff, and the opinions of parents/guardians, educators and others with knowledge, experience and expertise regarding student behavior and discipline, the School Board finds that public schools in Osceola County may realize significant benefit by the adoption of a uniform dress code policy. The Board also finds that other public schools throughout the country have employed student dress code policies and that this promotes improved school spirit with students having greater pride in their school's appearance and greater respect for the school facilities.

(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.



1  
2 (5) Outer Garments: The dress code policy shall not prohibit students  
3 from wearing coats or jackets when necessary due to weather  
4 conditions or for other legitimate reasons, although coats or jackets  
5 shall be the appropriate size for the student, shall not be overly  
6 baggy, nor violate any other provision of this Policy. Long  
7 overcoats that might serve to conceal contraband shall be removed  
8 immediately upon arrival at the school or function.

9  
10 (6) Alternative Education Programs: Students assigned to an  
11 Alternative Education Program shall be required to dress in  
12 accordance with the Dress Code Policy in effect at the Alternative  
13 Education Program, and in the absence of such a policy, then those  
14 students shall comply with this Policy.

15  
16 (7) Breach of Conduct: Repeated violations of the Dress Code Policy  
17 shall be treated as disruptive behavior under the Student Code of  
18 Conduct.

19  
20 (8) Violation of the Policy for Unacceptable Appearance (Not  
21 Necessarily Clothing): It will be a violation of this Policy for a  
22 student to attend school or any school-sponsored event or function  
23 held during the school day with any visible body piercing, except  
24 for earrings on the ears. It will also be a violation of this Policy for  
25 any student to have his or her hair cut or worn in such manner, or  
26 colored in such manner, in an extreme fashion such that the  
27 Principal, within the reasonable exercise of his or her discretion,  
28 determines it is so distracting or disruptive that it interferes with  
29 the orderly educational process. By way of illustration only, and  
30 not by way of limitation, examples of unacceptable hair color or  
31 style would be extremely garish neon colors, orange, purple, green  
32 (or other unnatural colors), color patterns such as plaid or stripes,  
33 Mohawk style, extreme spiked hair and similarly unusual and  
34 distracting hairstyles. Further, it will be a violation of this Policy  
35 for a student to wear makeup that is not within the acceptable  
36 standards for the school or community such that the Principal,  
37 within the reasonable exercise of his or her discretion, determines  
38 it is so distracting or disruptive that it interferes with the orderly  
39 educational process.

40  
41 L. Exemption: Exemptions to the Dress Code Policy shall be permitted by  
42 the Principal upon appropriate documentation. In the event the wearing of  
43 clothing in compliance with the Dress Code Policy violates a student's  
44 sincerely held religious belief, or materially impacts a student's  
45 documented medical condition, then such student and the student's



1 parent/guardian shall submit a signed affidavit setting forth the religious or  
2 medical issue and the requested exemption to the Dress Code Policy. The  
3 Principal may request additional documentation to substantiate the  
4 requested exemption and the student and student's parent/guardian shall  
5 provide the additional documentation as requested. *Adopted 5/8/01*  
6

7 The Principal, within the reasonable exercise of his or her discretion, shall  
8 determine if an exemption to the Dress Code Policy is appropriate, and  
9 communicate that decision to the student and the student's  
10 parent/guardian. *Adopted 5/8/01*  
11

12 Auth: 230. 22, F. S.

13 Imple: 231.09(2), 230.2313(1)(c),230.23(11)(c), 231.085, 232.26, 232.28, F.S.  
14

15 7.3.6 Public Affection  
16

17 Students shall conduct themselves at all times in a responsible manner in  
18 accordance with appropriate school standards. *Amended 7/2/96*  
19

20 Auth: 230. 22, F. S.

21 Imple: 231. 09 (2) and 232.25, F.S.  
22

23 7.3.7 Intoxicants, Hallucinogenic Drugs and Medications *Amended 7/2/96 & 7/21/98*  
24

25 A. Students found to be in possession of or under the influence of  
26 intoxicating beverages or drugs or combinations of drugs having  
27 hallucinatory effects at any school function or on school property shall be  
28 suspended under Level IV Procedures in the Code of Student Conduct. If  
29 the use of intoxicants or hallucinogenic drugs is discovered through the  
30 application of the random drug testing policy, the procedures in that policy  
31 shall apply. *Amended 5/2/00*  
32

33 B. Students found to be in possession of drug paraphernalia while on school  
34 property or at any school function shall be suspended under Level IV  
35 Procedures in the Code of Student Conduct. *Amended 7/23/91*  
36

37 C. The Principal shall suspend and recommend to the Superintendent for  
38 expulsion any student found to be selling or offering for sale a non-  
39 controlled substance as a controlled substance under Level IV Procedures  
40 in the Code of Student Conduct.  
41

42 D. Students found to be selling, offering for sale, or giving away any  
43 intoxicant, drug, controlled substance or that which is presented as a  
44 controlled substance while on school property or in attendance at a school  
45 function shall be recommended to the Superintendent for expulsion under

1 Level IV Procedures in the Code of Student Conduct.  
2 *Amended 7/23/91 & 6/28/94*

3  
4 E. Students will not be allowed to possess, use or distribute medication on  
5 campus. Students found to be in violation of this policy shall be subject to  
6 disciplinary action as recommended in the Code of Student Conduct.  
7 *Adopted 7/2/96*

8  
9 Auth: 230.22, F.S.

10 Imple: 230.26(2) and (3), 120.57, Chapters 404 and 893, F.S.; SBR 6A-1.956.

11  
12 7.3.8 Use of Tobacco

13  
14 Students shall not be permitted to use or possess tobacco in Osceola County  
15 school buildings or on school grounds.

16  
17 Students may also be subject to State or Federal sanctions for smoking on school  
18 premises. *Adopted 7/2/96*

19  
20 Auth: 230.22, F.S.

21 Imple: 231.085 and 232.25, F.S.

22  
23 7.3.9 Skipping and Excessive Absence (Truancy)

24  
25 Any student who fails to attend class and has no acceptable excuse for his absence  
26 shall be considered truant and referred to the appropriate administrator for  
27 punishment. Every effort should be made for the student to make up the time and  
28 work missed in after-school detention. Parents shall be notified of unexcused  
29 absences and of after-school detention resulting there from, in accordance with  
30 Board Rule 7.2.4. No student who is required by law to attend school shall be  
31 suspended for unexcused absence or truancy. Students sixteen (16) years of age  
32 or older may be suspended for unexcused absence or truancy.

33  
34 Auth: 230.22, F.S. Imple: 230.2313(3)(c), 232.08, 232.10, and 232.27, F.S.

35  
36 7.3.10 Theft and Pilfering

37  
38 Any student involved in the act of stealing or in possession of stolen property may  
39 be suspended from school. In such cases, the attendance of parents or guardians at  
40 a conference with school officials shall be requested. Thefts shall be reported to  
41 the proper authorities. Efforts shall be made to secure reimbursement or  
42 replacement of the money or items taken.

43  
44 Auth: 230.22, F.S. Imple: 232.26, F.S.



1    7.3.11 Blackmail and Extortion

2  
3       Any student, who blackmails or otherwise threatens any person for payment of  
4       money or any other consideration, may be suspended from school and parents or  
5       guardians shall be called for a conference with school officials. In such cases,  
6       efforts shall be made to secure reimbursement or otherwise recover damages. The  
7       appropriate law enforcement agency will be notified.

8  
9       Auth: 230.22, F.S.

10      Imple: 232.26, 120.53(1), 230.23(6), and 230.33(8)(c), F.S.

11  
12   7.3.12 Profanity

13  
14      Profanity shall mean any profane, vulgar, or unnecessarily crude utterance or  
15      gesture, whether directed toward a teacher or classmate, or merely done overtly.  
16      Such instances shall be handled by the teacher, if possible, and referred to the  
17      appropriate administrator if further action becomes necessary.

18  
19      Auth: 230.22, F.S.   Imple: 232.26 and 232.27, F.S.

20  
21   7.3.13 Vandalism and Burglary

22  
23      Destruction of or damage to school property due to burglary or vandalism shall be  
24      reported immediately to the police or sheriff's department and to the  
25      Superintendent. The immediate area of the loss or damage shall be kept clear of  
26      personnel, and nothing shall be moved or touched, until the proper law  
27      enforcement agency has made an investigation.

28  
29      A full and complete report of loss or damage shall be made to the Superintendent  
30      as soon as possible following the investigation.

31  
32      Appropriate action against any student known to have committed vandalism shall  
33      include having the parents or guardians come to the school for a conference with  
34      school officials and an arrangement for restitution for damage. A student eighteen  
35      (18) years of age, or the parents of a minor student found guilty of damaging,  
36      defacing, taking or destroying school property, either during school hours or at  
37      any other time, shall be required to repay the cost of repairing the damage, and the  
38      student may be subject to a penalty of suspension from school for a period up to  
39      ten (10) days, and/or face expulsion from school.

40  
41      Auth: 230.22, F.S.

42      Imple: 741.24, 232.26, 120.53(1), 230.23(6), 230.33(8) (c) and 120.57. (1), F.S.

43

1 7.3.14 Arson

2  
3 Any student who deliberately sets fire or attempts to set fire to school property  
4 shall be suspended for a maximum of ten (10) days or until parents or guardians  
5 can be contacted for a conference with school officials and arrangements made for  
6 restitution. The penalties for arson may include expulsion from school. Incidents  
7 of arson shall be reported to the appropriate fire department and police officials.  
8

9 Auth: 230.22, F.S.

10 Imple: 741.24, 232.26, 120.53(1), 230.23(6)230.33(8)(c), and Chapter 806, F.S.

11  
12 7.3.15 Assault and/or Battery *Adopted 6/27/95*

13  
14 A. The principal shall have the authority to suspend or recommend for  
15 expulsion any student for simple assault, assault and battery, aggravated  
16 assault or aggravated battery against another student.  
17

18 B. The principal shall have the authority to recommend for expulsion any  
19 student for simple assault, assault and battery, aggravated assault or  
20 aggravated battery against any School Board employee or School Board  
21 member.  
22

23 The above shall include incidences which occur both on or off School  
24 Board property when directed at employees of the School District of  
25 Osceola County, Florida or their families.  
26

27 7.3.16 Destruction of Personal Property or Harassment of School Board Employees

28  
29 The principal shall have the authority to suspend, or to recommend for expulsion,  
30 any student for disturbing or bringing harm against a teacher, Board Member, or  
31 any employee of the Board; or disturbing or inflicting damage upon a home or  
32 personal property of any of them; or insulting any of the aforementioned persons  
33 in a public place. *Amended 6/28/94*  
34

35 Auth: 230.22, F.S.

36 Imple: 232.26, F.S.  
37

38 7.3.17 Bomb Threats

39  
40 The principal shall recommend to the Superintendent the expulsion of any student  
41 conspiring or making a report concerning the placing or planting of any bomb,  
42 dynamite or other explosive device.  
43

44 Any student who is determined to have made a threat or false report, as defined by  
45 ss. 790.162 and 790.163 (Bomb Threat, Explosive or Destructive Device and/or



1 Projectile) involving school or school personnel's property, school transportation  
2 or school-sponsored activity will be expelled, with or without continuing  
3 educational services from the student's regular school for a period of not less than  
4 one full year and referred for criminal prosecution. *Adopted 6/19/01*  
5

6 The School Board of Osceola County may assign a student to a disciplinary  
7 program or second chance school for the purpose of continuing educational  
8 services during the period of expulsion. *Adopted 6/19/01*  
9

10 The Superintendent may consider the 1-year expulsion requirement on a case-by-  
11 case basis and request the School Board to modify the requirement by assigning  
12 the student to a disciplinary program or second chance school if it is determined to  
13 be in the best interest of the student and the school system. *Adopted 6/19/01*  
14

15 7.3.18 Continued Incurrigibility

16  
17 In cases where students are suspended out of school in excess of fifteen (15) days  
18 per year, the principal may forward a recommendation for expulsion to the  
19 Superintendent. This recommendation must contain documentation of counseling  
20 activities and strategies, evidence of requests for parent conferences, review of  
21 records for evidence of possible handicaps, and other interventions intended to  
22 improve the student's performance in school. *Amended 6/28/94*  
23

24 7.3.19 Sexual Harassment/Hostile Environment *Adopted 6/30/92*  
25

26 Students must refrain from creating a hostile environment for their peers by  
27 expressing verbal comments, sexual name calling, gesturing, spreading sexual  
28 rumors or other behaviors which are intended to degrade their classmates.  
29

30 7.3.20 Gang Related Apparel, Appearance or Activity *Adopted 6/27/95 & Amended*  
31 *7/2/96*  
32

33 Any student whose appearance or apparel suggests affiliation with gang  
34 membership or activity may be suspended from school. Parents will be notified  
35 that further offenses may result in the student's expulsion from school.  
36

37 7.3.21 Native Language *Adopted 6/30/92*  
38

39 Students have the right to and will not be disciplined for speaking responsibly in  
40 their native language.  
41

42 7.3.22 Beepers, Pagers and Cellular Phones *Adopted 7/2/96, Amended 6/15/99*  
43

44 A. No student shall, while on the grounds or in any building owned or  
45 operated by the School Board of Osceola County, Florida, possess, carry



1 and/or transport on or about his person any personal communication  
2 devices such as a cellular phone. Such devices may be built-in or kept  
3 securely locked in the student's personal vehicle.  
4

- 5 B. No student shall, while on the grounds or in any building owned or  
6 operated by the School Board of Osceola County, Florida, possess, carry  
7 and/or transport on or about his person any personal communication  
8 devices such as alarm devices or telephone pagers/beepers without proper  
9 authorization.  
10

11 Authorized possession and/or use shall be as follows:

- 12  
13 1. The device and the legitimate purposes shall be determined by the  
14 principal and shall be registered with the principal; and  
15  
16 2. The device must be concealed (non-visible) and set to non-audible  
17 mode.  
18

- 19 C. Students in postsecondary programs may receive waivers to this rule as  
20 prescribed by the administrator in charge of the program.  
21

22 **7.3.23 False Accusations of Misconduct *Adopted 6/17/97***

23  
24 Students shall refrain from making intentional and willful false accusations of  
25 misconduct directed toward their classmates. In the case of a false accusation, the  
26 student lodging the complaint will receive the same punishment as would have  
27 been received by the wrongly accused individual. The offense level may be  
28 adjusted at the discretion of the principal considering misdirected staff time;  
29 damage to the wrongly accused student and his/her family; and the age of the  
30 student making the false accusation.  
31

32 **7.3.24 Legal**

33  
34 None of the foregoing shall be construed in such a manner as to violate any  
35 federal, state or community law. Breaches of such law may be reported to  
36 appropriate non-school authorities for separate prosecution.  
37

38 Auth: 230.22, F.S.

39 Imple: 230.23(12), F.S.  
40

41 **7.4 CORPORAL PUNISHMENT**

42  
43 Corporal punishment shall be defined as the moderate use of physical force or  
44 physical contact by the principal or designee as may be necessary to maintain  
45 discipline or to enforce school rules. Corporal punishment shall be limited to the



1 use of the open hand, ruler or paddle as approved by the principal. It shall be  
2 directed only to the student's buttocks or back of the thigh. The student shall  
3 receive no more than three (3) licks for any one offense. Students shall not receive  
4 corporal punishment more than once in a forty-eight (48) hour period. If a  
5 discipline problem warrants corporal punishment immediately following the forty-  
6 eight (48) hour period, an attempt to contact the parent/guardian should be made  
7 prior to it being administered. *Amended 6/29/93*

8  
9 Any student shall be exempt from corporal punishment upon request in writing  
10 from the parents or guardians to the principal, prior to the time a problem arises.  
11 The request shall be renewed yearly. If a parent requests exemption from corporal  
12 punishment, the parent shall also agree to the child's suspension or expulsion from  
13 school until the problem is solved. Parents who request exemption from corporal  
14 punishment may change this decision after a conference with the principal, by a  
15 statement in writing.

16  
17 Any student exempted from corporal punishment due to parental request, and  
18 suspended, may also be subject to expulsion.

19  
20 A. The use of corporal punishment shall be approved in principle by the  
21 principal before it is used and shall be in accordance with Florida Statutes.  
22 *Amended 6/29/93*

23  
24 B. The principal or designee may administer corporal punishment only in the  
25 presence of another adult who is informed beforehand, and in the student's  
26 presence, of the reason for the punishment. Corporal punishment shall be  
27 limited to the use of the open hand, ruler, or paddle as approved by the  
28 principal directed only to the student's buttocks or back of the thigh.  
29 *Amended 6/29/93*

30  
31 C. The principal or designee who has administered punishment shall make a  
32 record of such punishment so that the student's parent or guardian can be  
33 provided with a written explanation of the reason for the punishment and  
34 the name of the other adult who was present. This record shall be filed in  
35 the principal's office at the end of each school day. The Superintendent  
36 shall prescribe the appropriate forms for keeping these records.  
37 *Amended 6/29/93*

38  
39 Nothing herein shall be construed in such a manner as to authorize the  
40 violation of Federal or State law, or State Board of Education regulations.  
41



1 7.5 SUSPENSION AND EXPULSION

2  
3 7.5.1 Suspension

4  
5 It is the policy of this Board that maintaining good discipline in all schools is  
6 essential to the proper and orderly preservation of the educational and  
7 extracurricular programs to all students. It is recognized that suspension is both a  
8 form of punishment for misconduct and a method to ensure the orderly conduct of  
9 the school programs for all students. Suspensions shall be made with due regard  
10 for all these factors.

11  
12 A. Length and Reasons

13  
14 A principal may suspend a pupil from school for a period not to exceed ten  
15 (10) days, for willful disobedience, open defiance of authority of a  
16 member of the staff, use of profane or obscene language, other serious  
17 misconduct, or repeated misconduct of a less serious nature; any act or  
18 conduct which disrupts or tends to disrupt the orderly conduct of the  
19 school, or any other conduct for which suspension or expulsion is either  
20 required or permitted by the Code of Student Conduct, any other Rule of  
21 the Board, Rule of the State Board of Education or Statute.

22  
23 B. Exceptional Education Student

24  
25 Except for the gifted, no exceptional education student may be suspended  
26 for more than nine (9) days for one offense. If an exceptional student is  
27 suspended, prior to the end of nine (9) days of suspension or prior to ten  
28 (10) days of cumulative suspension throughout the year, an IEP meeting  
29 shall be held to review the student's program and placement.  
30 *Amended 7/23/91*

31  
32 A profoundly handicapped, trainable mentally handicapped, or autistic  
33 child shall not be suspended until an IEP review has been held to review  
34 the behavior which has caused the school to recommend such suspension.  
35 Such review should include at a minimum the principal or designee,  
36 exceptional student education administrator or designee, Resource  
37 Compliance Specialist, a district Behavioral Analyst, the child's teacher,  
38 and the child's parent. *Adopted 6/30/92*

39  
40 C. Unexcused Absences or Truancy *Amended 6/19/01*

41  
42 In accordance with 232.26 Florida Statutes, no student shall be suspended  
43 for unexcused tardiness, lateness, absence, or truancy.  
44



1           D.     Semester and Grade Period Tests     *Revised 6/19/01*

2  
3           Semester and grade period tests missed during any period of suspension  
4           may be made up.

5  
6           Principals shall contract with a suspended student to make up work  
7           assigned during a period of suspension.

8  
9           (1)     Teachers will provide a suspended student with a list of homework  
10           assignments during the time of suspension.

11  
12           (2)     The student shall be responsible for completing the assignments in  
13           order to "keep up" with peers and to better prepare for any up-  
14           coming major test or examination.

15  
16           (3)     Homework should be checked and feedback provided to the  
17           student.

18  
19           (4)     The decision to grant credit for the work will be at the discretion of  
20           the principal of the school.

21  
22           (5)     The out-of-school suspension shall be considered an unexcused  
23           absence for attendance purposes.

24  
25           E.     Procedure

26  
27           (1)     Prior to suspension, a good faith effort shall be made by the  
28           principal or his designated representative to employ parental  
29           assistance or other alternative measures to suspension, except in  
30           the case of emergency or disruptive conditions which require  
31           immediate suspension or in the case of a serious breach of conduct.  
32           A serious breach of conduct is hereby defined as any Level IV  
33           offense as set forth in the Code of Student Conduct, and any other  
34           act or conduct for which suspension or expulsion is required by any  
35           other Rule of this Board, Rule of the State Board of Education, or  
36           Statute.

37  
38           (2)     Prior to suspending a pupil for any length of time, the principal  
39           shall give to the pupil an oral or written charge against him and, if  
40           the pupil denies the charge, an explanation of the evidence  
41           supporting the charge and an opportunity for the pupil to present  
42           his side of the story. There shall not necessarily be any period of  
43           delay between the time notice is given to the pupil and the informal  
44           investigation required by this paragraph, nor shall the pupil  
45           necessarily be given the opportunity to secure legal counsel,

1 confront or cross-examine witnesses to verify his version of the  
2 incident. However, the principal may exercise his discretion in the  
3 interest of fairness and justice by summoning the accuser,  
4 permitting informal cross-examination and allowing the pupil to  
5 present his own witnesses in cases where there are serious disputes  
6 of material facts and arguments about cause and effect. The  
7 student shall be given an opportunity to respond to the charges and  
8 the evidence, explain his actions, and bring to the attention of the  
9 principal any additional information. The principal shall  
10 specifically inform the student of these rights. *Amended*  
11 *6/29/93*

12 (3) Following an informal investigation, the principal, at the request of  
13 the student's parents, may convene an informal hearing and offer  
14 the student an opportunity to question and cross-examine  
15 witnesses, and present testimony and further evidence.  
16 *Amended 6/29/93*

17 (4) A principal is not required to hold an informal hearing prior to  
18 suspending a student for ten (10) days or less if the student's  
19 presence poses a continuing danger to persons or property, or if the  
20 student represents an ongoing threat of disrupting the educational  
21 process. In such cases, the notice and informal hearing shall be  
22 provided as soon thereafter as is practicable. *Amended 6/29/93*

23  
24  
25  
26 F. Felony Charges

27 Suspension proceedings may be initiated, in accordance with Florida  
28 Statutes, against any student who is formally charged with a felony by a  
29 proper prosecuting attorney for an incident which allegedly occurred on  
30 property other than public school property, if that incident is shown, in an  
31 administrative hearing with notice provided to the parent or legal guardian  
32 or custodian of such pupil by the principal of the school to have an adverse  
33 impact on the educational program, discipline or welfare in the school in  
34 which the pupil is enrolled. The student may face alternative placement or  
35 suspension until the determination of guilt or innocence, or dismissal of  
36 the charge is made by a court of competent jurisdiction. The hearing  
37 officer shall make a decision regarding suspension or non-suspension  
38 during the time prior to the official sentencing of the student. If the  
39 student is found guilty of a felony, measures may be taken in accordance  
40 with Florida Statutes. *Amended 6/29/93, 6/28/94, & 6/27/95*  
41  
42



1 G. Controlled Substances

2  
3 (1) Any pupil who is subject to discipline or expulsion for unlawful  
4 possession or use of any substance controlled under Chapter 893,  
5 F.S. may be entitled to a waiver of the discipline or expulsion if he  
6 divulges information leading to the arrest and conviction of the  
7 person who supplied such controlled substance to him.  
8 *Amended 6/29/93*

9  
10 (2) Any pupil subject to discipline or expulsion for unlawful  
11 possession or use of any substance controlled under Chapter 893,  
12 F.S., may receive a waiver of the discipline or expulsion if the  
13 pupil commits himself, or is referred by the court in lieu of  
14 sentence, to a state-licensed drug abuse program and successfully  
15 completes the program.

16  
17 (3) When a student is formally charged with a felony by a proper  
18 prosecuting attorney for the unlawful possession, sale, or use of  
19 any substance controlled under Chapter 893, F.S. the principal  
20 shall, in accordance with Section 232.26 (2) F.S., conduct an  
21 administrative hearing for the purpose of determining his or her  
22 guilt. Proper procedures shall be followed by the principal in  
23 instituting and conducting the administrative hearing; however, the  
24 School Board may, upon written approval of the Commissioner,  
25 utilize its own hearing policy in lieu of this rule.

26  
27 H. If a suspension is assigned, the principal shall immediately notify the  
28 Superintendent and the suspended student's parents or guardians in writing  
29 within 24 hours of the action taken and the reasons for the suspension.  
30 The written notification shall be sent via the United States Postal Service.

31  
32 In addition, the Principal or his/her designee shall make a good faith effort  
33 to notify the parent or guardian by telephone prior to initiating the  
34 suspension.

35  
36 Auth: 230.22, F.S.

37 Imple: 120.53(1), 230.23(6), 230.33(8)(c), and 232.26, F.S.

38  
39 7.5.2 Expulsion

40  
41 A. Expulsion From School *Amended 6/29/93 & 6/17/97*

42  
43 Expulsion from school shall be authorized only by the School Board. If a  
44 principal requests expulsion of a student from school, a written request  
45 shall be sent to the Superintendent. The principal may recommend to the



1 Superintendent that a student's suspension be extended by the  
2 Superintendent until the next administrative hearing regarding expulsion  
3 recommendations. The Superintendent in turn shall notify the parents or  
4 guardians in writing of the charge against the pupil, including the rule  
5 violated and pupil's alleged conduct. The parents or guardians, and the  
6 student shall be informed of their right to request a hearing before the  
7 School Board regarding the expulsion recommendation. They shall also be  
8 informed of their right to obtain legal counsel at no cost to the School  
9 Board, to call and examine or cross-examine witnesses, to introduce  
10 evidence and to submit rebuttal evidence. If no hearing is requested, the  
11 expulsion recommendation shall be placed on the consent agenda of the  
12 next possible meeting of the School Board. If the parents or guardians or  
13 student request a hearing, notice shall be given of such meeting according  
14 to Florida Statutes. Any hearing that is conducted at parent or guardian or  
15 student request must be a closed hearing, as provided in the  
16 Administrative Procedures Act, 120.57(2), Florida Statutes, unless an open  
17 hearing is requested by the parents, guardians or student. At the hearing  
18 the pupil may be represented by his parents or guardians or by counsel,  
19 and all parties may introduce and examine evidence, call and examine or  
20 cross-examine witnesses, and submit rebuttal evidence. The rules of  
21 evidence observed by courts shall not be applicable. Any party may, at his  
22 own expense, have the right to record and have transcribed the  
23 proceedings of the entire hearing. The decision of the Board shall be  
24 based solely upon evidence presented at the hearing, and a copy of the  
25 findings of fact and the decision of the Board shall be furnished to the  
26 pupil in writing.

27  
28 School staff will have the authority to confiscate forbidden items which  
29 would be used as evidence in an expulsion recommendation and later  
30 returned to the parent/guardian.

31  
32 Controlled substances will be handled in accordance with Florida Statutes  
33 and other applicable laws and regulations.

34  
35 The School Board of Osceola County, may assign a student to a  
36 disciplinary program or second chance school for the purpose of  
37 continuing educational services during the period of expulsion.

38 *Adopted 6/19/01*

39  
40 The Superintendent may consider any mandatory 1-year expulsion  
41 requirement on a case-by-case basis and request the School Board to  
42 modify the requirement by assigning the student to a disciplinary program  
43 or second chance school if it is determined to be in the best interest of the  
44 student and the school system. *Adopted 6/19/01*



1 B. Exceptional Education Student *Adopted 7/23/91*

2  
3 In accordance with State Board Rules, when an exceptional (nongifted)  
4 student's behavior could warrant expulsion consistent with the District's  
5 policies, the following provisions shall apply:

- 6  
7 (1) A staffing committee shall meet to determine whether the  
8 misconduct is a manifestation of the handicap and to determine the  
9 appropriateness of the student's current education placement. The  
10 membership of the staffing committee shall be in accordance with  
11 State Board Rules. *Amended 6/29/93*  
12  
13 (2) If the misconduct is a manifestation of the student's handicap, and  
14 then the student may not be expelled; however, a review of the  
15 individual educational plan shall be conducted and other  
16 alternatives considered.  
17  
18 (3) If the misconduct is not a manifestation of the student's handicap,  
19 then the student may be expelled; however, any change in  
20 placement shall not result in a complete cessation of special  
21 education and related services.  
22  
23 (4) A suspension of an exceptional education student shall not be  
24 extended beyond nine (9) days. If the district believes that an  
25 exceptional education student should be kept out of his or her  
26 educational program for greater than nine (9) days to ensure the  
27 safety of that student and others, the district shall seek an  
28 injunction from the district or federal court to that effect.  
29 *Adopted 6/29/93 Amended 6/28/94*  
30

31 Any recommendation for the expulsion of a handicapped student shall be  
32 made in accordance with the rules promulgated by the State Board of  
33 Education and Federal Regulations outlined in the Individuals with  
34 Disabilities Education Act (IDEA). *Amended 6/19/01*  
35

36 C. Withdrawal From School *Amended 12/15/92*

- 37  
38 (1) If a student withdraws from school before the expulsion  
39 recommendation is heard by the Board, the recommendation may  
40 be held in abeyance until the end of the recommended period of  
41 expulsion. If the student re-enters any Osceola County Public  
42 school during the recommended period of expulsion, the  
43 recommendation for expulsion may be presented to the Board at  
44 the first meeting date that falls ten (10) days after the date of  
45 enrollment.



- 1  
2 (2) Upon the recommendation of the Superintendent, the expulsion  
3 hearing for a student accused of a serious breach of the Code of  
4 Student Conduct, including but not limited to violence against staff  
5 members and other students, sale of drugs on campus, or weapons  
6 violations may be referred to the School Board for action  
7 regardless of the student's enrollment status.  
8

9 D. Withdrawal in Lieu of Expulsion

10  
11 If district personnel offer withdrawal from school as an alternative to  
12 expulsion, they shall inform parents, guardians and/or students of the right  
13 to a hearing to review and challenge the recommendation for expulsion  
14 and of the corresponding rights, which accompany the right to the hearing.  
15 At that time, parents shall also be provided with information regarding  
16 their obligation to home instruct their child if he or she is withdrawn from  
17 school and the student is of mandatory school age. *Adopted 6/29/93*  
18

19 E. Returning to School

20  
21 A student returning to school after an expulsion or recommendation for  
22 expulsion shall be placed on a Behavior Contract for a period of time (not  
23 to exceed one school year) as designated by the principal of the school in  
24 which said student enrolls. *Amended 6/30/92*  
25

- 26 F. Any student who has committed an expellable offense or who has been  
27 charged or convicted of a felony off school property, who has been  
28 administratively assigned/placed in an alternative setting in lieu of  
29 expulsion, will not be allowed on any other Osceola County School  
30 District property, nor be allowed to participate in the extracurricular  
31 activities of any other school for the duration of the student's enrollment in  
32 the alternative program. *Adopted 6/15/99*  
33

- 34 G. The assignment/placement in an alternative program in lieu of expulsion  
35 precludes enrollment at any other School District of Osceola County  
36 school, including any affiliated charter school. The student will not be  
37 allowed to withdraw from the alternative program to attend any other  
38 School District of Osceola County school, or affiliated charter school  
39 before the prescribed behavioral program is completed. *Adopted 6/15/99*  
40

41 Auth: 230.22, F. S. Imple: 230.23(6)(c), 232.26, 230.33(8)(c), and 120.57(1), F.S.



# Table of Contents

## Chapter 8

### School Food Service

<u>Section</u>	<u>Title</u>	<u>Page</u>
8.1	RESPONSIBILITIES OF THE BOARD .....	8-1
8.2	DIRECTOR OF SCHOOL FOOD SERVICE.....	8-1
8.3	PRINCIPALS .....	8-2
8.4	SCHOOL FOOD SERVICE MANAGER .....	8-2
8.5	SCHOOL FOOD SERVICE PERSONNEL .....	8-2
8.6	PERSONNEL PRACTICES .....	8-3
8.7	OPERATING RULES .....	8-5
8.8	CUSTODIAL DUTIES RELATING TO SCHOOL FOOD SERVICE .....	8-9
8.9	SANITATION AND SAFETY .....	8-9
8.10	EXTRACURRICULAR USE OF THE SCHOOL FOOD SERVICE DEPARTMENT .....	8-10
8.11	FINANCE .....	8-10





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**8.0 SCHOOL FOOD SERVICE**

**8.1 RESPONSIBILITIES OF THE BOARD**

In providing a healthy and nutritious School Food Service for the students and staff of Osceola County Schools, it shall be the responsibility of the Board to:

- A. Provide facilities and materials in all departments.
- B. Secure and make bid awards for all items specified by State Board Regulations.
- C. Assure that all foods purchased will conform to the Federal Food, Drug and Cosmetic Act, the Meat Inspection Act, and any regulations of the State of Florida relating to the specific item being purchased.
- D. Provide an adequate supervisory staff at the District level for the administration of the program, and adequate clerical and secretarial help for the centralized system.
- E. Submit to the State Department of Education all required reports, requested information, agreements, and applications for federal reimbursement and commodities.
- F. Provide for audits of all records at the schools and the central office, as required by law and State Board regulations.
- G. Assure a nutritionally adequate and nonprofit School Food Service Program by providing sufficient funds.
- H. Prohibit the operation of any public lunch program under a fee, concession, or contract agreement with a food service management company, or under a similar agreement.
- I. Make facilities and materials available during disaster or emergencies in schools designated as disaster centers.

Auth: 230.22, F.S.  
Imple: 228.195(3), 237.01, 237.02, and 230.23(15), F.S.; and SBE Regulations 6A-7.40, 6A-7.41, 6A-7.42(2), 6A-7.45, and 6A-7.46

**8.2 DIRECTOR OF SCHOOL FOOD SERVICE**

The Director of School Food Service shall work under the authority delegated by the Superintendent, and shall administer school food programs, which shall meet the obligations assumed by the School Board of Osceola County, Florida and the Superintendent. These responsibilities and duties shall include:

- A. Organization, promotion and program development.
- B. Food supply, preparation and service.
- 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 Lunch Prices 26

#### 27 A. Sale Prices *Amended 6/29/93 & 6/28/94* 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 Type A  
33 lunches 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 Using the current income eligibility scale or recommendations of a key  
43 person such as the pupil's teacher, counselor, School Food Service  
44 Manager or personnel of the Welfare Department, the principal may  
45 initiate an application. A file of all economically needy lunch applications  
46 shall be maintained in the Director of Food Service's office. All  
47 applications shall be kept on file for three (3) years and until the



1 appropriate audit is performed, then authorization for disposal may be  
2 requested.

3  
4 C. Removal of Food, USDA Commodities, Leftovers, or Supplies from the  
5 Kitchen *Amended 6/29/93, Substitution 6/27/00*

6  
7 Anyone removing food, USDA commodities, supplies, leftovers, or food  
8 items removed from student trays for personal or non-school district use  
9 shall be subject to discipline up to and including termination and/or  
10 prosecution. Reusable leftovers, including both purchased foods and  
11 commodities, shall be stored for future use. Leftover perishable food shall  
12 be served as "seconds" to children, scrapped or, with prior Board approval,  
13 donated to a bona fide charitable or nonprofit organization, which provides  
14 food for the needy. Careful planning shall be practiced at all times to  
15 minimize overproduction.

16  
17 D. Sale of Additional Foods *Amended 6/29/93*

18  
19 Sale of any food or beverage items in elementary schools other than by the  
20 food service program is prohibited. In elementary and middle schools  
21 when the Food Service Department sells additional foods and drinks, these  
22 must meet the nutritional needs of the pupils.

23  
24 The sale of food and beverage items in competition with the district food  
25 service program may be permitted in middle and high schools only, with  
26 the approval of the school board, one hour following the close of the last  
27 lunch period provided they comply with existing federal and state  
28 regulations.

29  
30 Sale of foods after the student day is permitted at all levels with  
31 permission of the principal.

32  
33 Sale of food items in all schools shall be in compliance with applicable  
34 accreditation standards.

35  
36 E. Adult Lunches

37  
38 No adult meals shall be given free, except for School Food Service  
39 personnel. Adults in a school on official business at lunchtime may, upon  
40 payment of the established price, eat in the School Food Service  
41 Department. Relatives of School Food Service personnel shall not be  
42 regular customers in the cafeteria. Every guest or his host shall pay for  
43 meals eaten in the lunchroom. Parents may make occasional visits to the  
44 School Food Service Program. This privilege may be exercised by having  
45 parents visit on special days, or as individuals, to become acquainted with  
46 the program. The principal shall see that this privilege is not abused, as  
47 the School Food Service Program is not in competition with commercial

1 establishments. Adults may buy a la carte items at the current adopted  
2 prices.

3  
4 Auth: 230.22, F.S.

5 Imple: 228.195(3), 230.2313, 231.085(5); and SBE Regulations 6A-7.40, 6A-  
6 7.41, and 6A-7.42(2)

7  
8 **8.7.4 Field Trips and Special Events**

9  
10 It will be the responsibility of the principal to see that the manager is informed at  
11 least two (2) weeks prior to any field trip or event where the students will not be  
12 eating a school lunch.

13  
14 Any teacher requesting packed lunches must do so a minimum of two (2) weeks  
15 prior to the date needed. A count of the actual number to be packed must be given  
16 to the manager the day before they are needed. The requester will be responsible  
17 for providing payment for the packed lunches the day before the event

18  
19 Economically needy children will be provided a packed lunch without cost or at a  
20 reduced price. *Adopted 6/29/93*

21  
22 **8.7.5 Operating Procedures**

23  
24 **A. Discipline**

25  
26 Discipline in the dining room or cafeteria shall be the responsibility of the  
27 adult in charge, and the principal. School Food Service employees shall  
28 not be responsible for discipline.

29  
30 **B. Keys**

31  
32 Delivery personnel and maintenance staff may be temporarily issued a key  
33 only when authorized by the principal. Only the manager and food service  
34 director shall have keys to the food storage areas; except where the  
35 principal is required to have access to a electrical breaker box for safety  
36 reasons. *Amended 6/30/92*

37  
38 **C. Unauthorized Personnel in the Food Preparation Area *Amended 6/29/93***

39  
40 The principal shall prevent the entry of unauthorized persons in food  
41 preparation areas. An unauthorized person shall be anyone other than the  
42 School Food Service staff, the principal, and school personnel on official  
43 business.

44  
45 Teachers shall be served from the serving line, and may not enter the  
46 kitchen for special service.  
47



1 Relatives of School Food Service employees shall not be authorized to  
2 enter the food preparation area, or granted privileges denied others.  
3

4 D. Student Lunch Period Restrictions

5 Students are not permitted to bring soft drinks into the cafeterias during  
6 the lunch hours.  
7

8 High school students who have permission to leave campus for lunch will  
9 consume their lunch off campus. It is not to be brought back onto campus  
10 for consumption.  
11

- 12  
13 E. The principal will be responsible for having a staff member take daily  
14 temperature readings of the walk-in refrigerator and freezer during  
15 holidays and the summer. The form for this procedure will be provided by  
16 the Food Service Director. The forms must be returned to the Food  
17 Service Director's office at the end of each holiday and summer break.  
18

19 Auth: 230.22, F.S.

20 Imple: 228.195(3), 232.25, 231.085(5), F.S.; and SBE Regulations 6A-7.42(2)  
21 and 6A-7.41.  
22

23 8.8 CUSTODIAL DUTIES RELATING TO SCHOOL FOOD SERVICE

24 At the beginning of the year, the principal shall assign regular dining room  
25 cleaning duties to the custodian(s). The School Food Service Manager shall be  
26 informed of the cleaning schedule. *Amended 6/29/93*  
27  
28

29 Auth: 230.22, F.S.

30 Imple: 228.195(3) and 231.085, F.S.  
31

32 8.9 SANITATION AND SAFETY

33 School Food Service Programs shall meet the same state and local sanitary  
34 standards required of any food-handling establishment. The Osceola County  
35 Health Department may make a routine inspection of each department. EACH  
36 MANAGER MUST THEREFORE READ AND APPLY THE CURRENT  
37 REVISED BULLETIN 33-F, ENTITLED "SANITATION AND SAFETY FOR  
38 CHILD FEEDING PROGRAMS".  
39

40 Auth: 230.22, F.S.

41 Imple: 228.195(3), F.S., and SBE Regulation 6A-7.42(2)  
42  
43

1 8.10 EXTRACURRICULAR USE OF THE SCHOOL FOOD SERVICE  
2 DEPARTMENT *Amended 6/29/93*  
3

4 Any organization desiring the use of the School Food Service Department shall  
5 make arrangements through the principal and Manager well in advance of the  
6 function. The use of facilities shall be subject to School Board Rule 3.12.  
7

8 The School Food Service Manager, or someone from the food service staff, shall  
9 be present at any time the kitchen facilities are used by an organization. This  
10 individual shall be paid at an hourly rate established by the Board.  
11

12 The School Food Service Department shall be left in the condition in which it was  
13 found. The sponsor or teacher in charge shall be responsible for all damages and  
14 any replacements, which have to be made. School Food Service Managers shall  
15 cooperate with Red Cross and Civil Defense officials in case of emergencies.  
16 When School Food Service kitchens are used for such emergencies, they shall be  
17 left in the same condition as they were found, and all damages repaired or items  
18 replaced.  
19

20 Auth: 230.22, F.S.  
21 Imple: 228.195(3) and 230.23(12), F.S.  
22

23 8.11 FINANCE  
24

25 The approved money-collection system is cashiering through the line. Checks  
26 SHALL NOT be accepted by cashiers. Managers shall be responsible for daily  
27 deposits. No monies shall be left in the department overnight.  
28

29 Any loss or theft of records, cash, or goods shall be reported immediately to the  
30 principal, Director and Superintendent. *Amended 6/28/94*  
31

32 Auth: 230.22, F.S.  
33 Imple: 228.195(3) and 237.01, F.S.



# Table of Contents

## Chapter 9

### Administrative Personnel

<u>Section</u>	<u>Title</u>	<u>Page</u>
9.1	EMPLOYMENT PRACTICES .....	9-1
9.2	EMPLOYMENT CONDITIONS .....	9-9
9.3	LEAVES OF ABSENCE .....	9-12
9.4	BENEFITS AND DUTIES .....	9-30





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*

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(8) Fingerprint Processing

All prospective employees and former employees with a break in service of ninety (90) or more days shall upon employment or re employment file a complete set of fingerprints taken by an authorized law enforcement officer or an employee of the School District who is trained to take fingerprints. These fingerprints shall be submitted to the Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.

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

All prospective employees and former employees with a break in service of ninety (90) or more days will pay the full cost for processing of fingerprints with the Florida Department of Law Enforcement and the Federal Bureau of Investigation.

Administrative employees who have retired from the District will have the cost of fingerprinting paid by the District. *Adopted 6/19/01*

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

(9) Applicants shall provide true and accurate information on the application form when applying for a position. If inaccurate information is given, and discovered by the School District during the applicant's probationary period, the applicant may not be considered for employment until one (1) year after the date of the 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.



1 (10) Reporting of Arrests

2  
3 All employees shall report, in writing, within 48 hours to the  
4 Superintendent or his/her designee, any arrests/charges placed upon  
5 them involving a child or the sale and/or possession of a controlled  
6 substance. In addition, any conviction, finding of guilt,  
7 withholding of adjudication, commitment to a pretrial diversion  
8 program, or entering a plea of guilty or Nolo Contendere for any  
9 criminal offense other than a minor traffic violation within 48  
10 hours after the final judgment shall also be reported in the same  
11 manner.

12  
13 Auth: 231.001 & 231.02, F.S.

14  
15 C. Employment Procedures - Administrative

16  
17 (1) Statutory - Record of Personnel

18  
19 For the purpose of improving the quality of administrative services,  
20 the Superintendent shall establish procedures for the performance  
21 of duties and responsibilities of administrative personnel as  
22 provided in subsection (2) of Section 231.29, Florida Statutes, and  
23 shall open the assessment file only to those individuals designated  
24 in subsection (3) of Section 231.29, Florida Statutes.

25  
26 (2) Application Forms

27  
28 Application forms for administrative positions may be obtained  
29 from the Superintendent's Office. The completed application shall  
30 be given to the Superintendent or his designee.

31  
32 (3) Personnel Interviews and Application Procedures

33  
34 The Superintendent shall be expected to recommend for  
35 administrative positions only the best qualified candidates from as  
36 large a list as possible of eligible persons.

37  
38 In accordance with State Statutes, all school based administrative  
39 positions must be filled utilizing the Board approved HRMD Plan  
40 for application and interview processes.

41  
42 (4) Disposition of Application

43  
44 An applicant who has been appointed by the Board shall be  
45 notified in writing of the appointment and shall be given a period  
46 not to exceed fifteen (15) days to accept or reject the appointment.  
47

1 Auth: 230.22, F.S.

2 Imple: 231.02, 230.23(5), 231.03, 231.031, 231.15-231.17, 121.051, 876.05,  
3 230.33(7), 231.29(2) and (3), F.S.

4  
5 9.1.3 Certification

6  
7 A. General Information

8  
9 It is the responsibility of the employee to secure a valid certificate, where  
10 required. Application forms may be secured from the Superintendent's  
11 office. All certificate applications should be processed through the  
12 District contact for certification in order to receive priority attention from  
13 the Certification Section of the State Department of Education.

14  
15 When there is a change in name, the name shall be changed on the  
16 certificate and the new certificate recorded in the Superintendent's office  
17 before any records may be changed.

18  
19 This shall be done by sending the old certificate and the appropriate form  
20 and fee to the Certification Section, State Department of Education,  
21 Tallahassee, Florida. Each member of the administrative staff holding a  
22 certificate shall file it with the Superintendent immediately upon receipt  
23 thereof.

24  
25 All new administrative employees will pay the full cost of processing  
26 fingerprints with the Florida Department of Law Enforcement and the FBI.

27  
28 B. Extension of Certificate

29  
30 The extension of teaching certificates shall be made in accordance with the  
31 provisions of Section 231.24, Florida Statutes, and State Board Regulation  
32 6A-4.04 and shall be a responsibility shared between the individual and  
33 the State Department of Education. Inservice training may be used to  
34 extend a certificate.

35  
36 Auth: 230.22, F.S.

37 Imple: 231.02 and 231.24, F.S.; and SBE Regulations 6A-4.02, 6A-1.69,  
38 and 6A-4.05

39  
40 9.1.4 Health Certificates

41  
42 All employees of the Board shall have a tuberculin skin test or, at their own  
43 expense, a chest X-Ray on the initial date of employment or within sixty (60) days  
44 after employment begins. Additional tuberculin tests may be required at the  
45 Superintendent's discretion.

46  
47 Auth: 230.22, F.S.

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



1 9.1.5 Assignments and Transfers

2  
3 The School Board shall act on recommendations of the Superintendent regarding  
4 transfer and promotion of any employee. Assignments shall be based on the  
5 qualifications of the employee and the requirements of the position to which he  
6 would be transferred.

7  
8 Auth: 230.22, F.S. Imple: 230.23(5), F.S.

9  
10 9.1.6 Contracts

11  
12 The School Board shall provide written contracts for all administrative personnel.  
13 The contract shall be in accordance with the salary schedule adopted by the  
14 School Board and shall be in writing for definite amounts for definite terms of  
15 service, and shall specify the number of monthly payments to be made. All such  
16 contracts shall be executed in duplicate and true signature copy retained by the  
17 Board in the office of the Superintendent. The School Board is prohibited from  
18 paying any salary to any member of the administrative staff, except when this  
19 provision has been observed. The Board cannot enter into a contract with the  
20 prospective employee until the employee has a valid Florida certificate, where  
21 required. However, if an application for a certificate has been filed through the  
22 District contact for certification, with the necessary attachments, a contract may be  
23 issued on the basis of a State Department of Education number assignment on the  
24 SDE Official Receipt and Acknowledgment form on the status report sent to the  
25 District contact person each month. If, after the second pay period since  
26 employment began, a valid certificate is not presented to the District office,  
27 further checks may be withheld.

28  
29 A. Return to Annual Contract Status

30  
31 Any administrative employee under continuing contract may be dismissed  
32 or returned to annual contract status after due process, as provided in  
33 Board Rule 10.2.

34  
35 B. The Necessity to Choose Between Personnel on Continuing Contract

36  
37 Should the Board have to reduce personnel due to consolidation, the  
38 criteria for determining which employees on continuing contract shall  
39 remain shall be based on the conditions set forth in Section 231.36,  
40 subsection (5), Florida Statutes, and the Board shall follow those  
41 procedures set forth in Board Rule 10.1.

42  
43 C. Administrative Contracts

44  
45 Each administrator shall be issued an administrative contract in  
46 accordance with Florida Statutes.

47  
48 Auth: 230.22, F.S. Imple: 231.36, 120.53(1) and 120.57-120.59, F.S.

1  
2 9.1.7 Suspension and Dismissal  
3

4 Suspension or dismissal of administrative employees shall follow those  
5 procedures contained in Board Rule 10.3, except that the Superintendent may  
6 suspend administrative employees in an emergency in accordance with provisions  
7 of Section 230.33, subsection (7)(e), Florida Statutes.  
8

9 Unethical use or administration of test materials may constitute a violation of  
10 Florida Statutes 228.301, Test Security, and may result in fines, imprisonment,  
11 and/or dismissal of involved employees.  
12

13 Auth: 230.22, F.S.

14 Imple: 230.33 (7) (e), 120.57-120.59, 231.085 (2), and 231.36(6), F.S.  
15

16 9.1.8 Resignations and Terminations  
17

18 A. Resignation  
19

20 All administrative personnel requesting to be released from their contract  
21 shall submit a letter in writing, giving reason and effective date, to their  
22 immediate superior, who shall forward the letter with a recommendation to  
23 the Superintendent for Board consideration.  
24

25 B. Release from Contract  
26

27 Any employee who shall violate the terms of his contract by leaving his  
28 position without first being released from his contract by the Board shall  
29 be reported to the Educational Practices Commission. The Board shall  
30 take official action on such violation and furnish a copy of the proceedings  
31 to the Certification Section of the State Department of Education in  
32 accordance with Section 231.36, subsection (2), Florida Statutes.  
33

34 C. Release from Appointment  
35

36 The Board shall not feel obligated to release an employee from contractual  
37 obligations unless sufficient notice is given for appointment of a  
38 replacement. Moreover, such release shall not be made if it would be to  
39 the detriment of the school and the educational welfare of the children.  
40

41 Auth: 230.22, F.S.

42 Imple: 231.36 (2), F.S.  
43



1 9.2 EMPLOYMENT CONDITIONS

2  
3 9.2.1 A. Working Day

4  
5 The minimum administrative employee working day, and the conditions  
6 involving the particular responsibilities assigned, shall be determined by  
7 the Superintendent.

8  
9 With the approval of the Superintendent, the administrative department  
10 heads and principals shall designate working schedules for employees  
11 under their supervision which will best meet the needs of the school  
12 district.

13  
14 B. Year's Service

15  
16 The minimum time which may be recognized as a year of service shall be  
17 at least one (1) day more than half of the number of workdays required in  
18 the year.

19  
20 C. A copy of the employee's social security card must be in the personnel file  
21 before starting employment.

22  
23 Auth: 230.22, F.S.  
24 Imple: 230.33 (7), F.S.

25  
26 9.2.2 Vacations

27  
28 Administrative personnel shall accumulate vacation as follows:

29  
30 A. One (1) day for each month of employment for those employed by the  
31 Board for less than five (5) active service years.

32  
33 B. One and one-half (1-1/2) days per month of employment per year for those  
34 employed five (5) active service years or more by the Board.

35  
36 C. Earned vacation leave shall be credited at the end of the month. An  
37 employee earning pay for at least seventy-five percent (75%) of the  
38 workdays in the month shall be treated as earning benefits for a month of  
39 employment.

40  
41 D. At the time of retirement or separation of employment unused vacation  
42 leave shall be paid as terminal leave pay. . For employees with five or  
43 more years experience in the District, terminal payment for unused  
44 vacation leave shall be made to the District's Section 401(a) qualified  
45 Special Pay Plan to the extent allowed by the plan document and  
46 applicable law. Those persons entering the Deferred Retirement Option  
47 Program (DROP) may choose to receive payment for all or part of their

1 accumulated vacation leave at the time of entrance into the DROP. Those  
2 persons choosing to receive a partial payment will receive the remainder at  
3 the time of separation from employment. *Amended 6/16/98 & 6/27/00*  
4

5 Employees in positions earning vacation leave who transfer or are assigned  
6 to positions which do not earn vacation leave may receive payment for  
7 unused vacation at time of transfer or reassignment. For employees with  
8 five or more years experience in the District, such payment for unused  
9 vacation leave shall be made to the District's Section 401(a) qualified  
10 Special Pay Plan to the extent allowed by the plan document and  
11 applicable law. *Amended 6/27/00*  
12

13 E. Vacation shall not be taken until it is earned; however 50% of the annually  
14 earned vacation must be used annually.  
15

16 F. The Christmas vacation period, other than legal holidays during this  
17 period, shall be a part of the vacation period, unless the employee is  
18 actually on duty.  
19

20 G. Vacation time shall be scheduled with the approval of the Superintendent  
21 or Supervisor so that there will be a minimum of disruption in the  
22 operation of the school system. *Amended 7/23/91*  
23

24 H. Annual leave used shall be charged against accumulated balances on a  
25 last-in-first-out basis. *Adopted 6/19/01*  
26

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

### 29 9.2.3 Temporary Duty Assignment of Employees 30

31 When mutually agreed upon, employees may be assigned to be temporarily absent  
32 from their regular duties and places of employment for the purpose of performing  
33 other education services, including participation in school surveys, professional  
34 meetings, study courses, workshops, etc. Such assignment to temporary duty shall  
35 ordinarily be initiated by the District administration, but an employee may request  
36 assignment to temporary duty, subject to the approval of the Superintendent.  
37 Employees shall receive their regular pay and may be allowed expenses as  
38 provided in Board Rule 2.4.8. Such temporary duty shall be considered equal to  
39 the regular duties of the individual, and employees performing such assigned  
40 duties shall not be considered to be on leave. Employees may not be assigned for  
41 temporary duty for the purpose of earning college credits, improving rank or  
42 renewing certificates, except when participating in a staff development program  
43 approved by the Board.  
44

45 Auth: 230.22, F.S.

46 Imple: SBE Regulation 6A-1.84 and 231.42, F.S.  
47



1 9.2.4 Evaluations

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9

For the purpose of improving the quality of instructional, administrative and supervisory services in the public schools of the state, the Superintendent shall establish procedures for assessing the performance of duties and responsibilities of administrative and supervisory employees of the District and for the proper record keeping of the same, in accordance with Section 231.29, subsection (2) of the Florida Statutes.

10 Auth: 230.22, F.S. Imple: 231.29(2), F.S.

11  
12

9.2.5 Assessment File

13  
14  
15  
16  
17  
18

The assessment file of each employee shall be open to inspection only by the School Board, the Superintendent, the Principal, the employee, and such other persons as the employee or the Superintendent may authorize in writing, in accordance with Section 231.29, subsection (3), Florida Statutes.

19 Auth: 230.22, F.S. Imple: 231.29(3), F.S.

20  
21

9.2.6 Professional Organizations

22  
23  
24  
25  
26  
27

Administrative employees are encouraged to participate in the activities and meetings of professional organizations related to their assignments and in which they hold membership. These organizations may be local, state or national in scope. Payroll deductions for membership dues shall be authorized by the employee, upon approval of the Superintendent.

28  
29 Auth: 230.22, F.S. Imple: 231.42, F.S.

30  
31

9.2.7 Workers ' Compensation

32  
33  
34  
35  
36  
37

All employees of the Board are entitled to benefits of Workers' Compensation when qualified as prescribed under Florida Law. The employee shall receive his regular salary less workers' compensation payments while on illness-in-line-of-duty leave.

38 Auth: 230 . 22, F.S . Imple: 231.39, F.S.

39  
40

9.2.8 Pallbearer

41  
42  
43  
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46

The Superintendent, head of a department, or a principal shall have the authority to allow any employee to act as a pallbearer.

Auth: 231. 22, F.S . Imple: 230.33(7) and 231.085, F.S.

1 9.2.9 Residence

2  
3 Administrative personnel employed by the Board are encouraged, but not  
4 required, to live in Osceola County. Living out of the county does not exempt the  
5 administrator in any way from his duties.

6  
7 Auth: 230. 22, F.S. Imple: 230 . 23 (5), F.S.

8  
9 9.2.10 Required Medical Examinations *Adopted 6/29/93*

10  
11 In the event any employee is unable to perform the essential functions of the job  
12 notwithstanding attempts to provide reasonable accommodations, then the School  
13 District shall have the right to require a physical, medical and/or psychological  
14 examination at any time conditions indicate the need. Any examination required  
15 by the School District shall be at the School District's expense. An employee who  
16 refuses a physical, medical and/or psychological examination when the School  
17 District directs the examination may be subject to job action; including, but not  
18 limited to suspension or dismissal for insubordination.

19  
20 9.3 LEAVES OF ABSENCE

21  
22 A. During the school year, when it is necessary to be absent from duty, any  
23 administrative employee may secure leaves of absence as prescribed by  
24 law, pursuant to rules of the Board. Any such leave shall be classified as  
25 one of the following:

- 26  
27 (1) Illness-in-line-of-duty leave (without pay)  
28  
29 (2) Maternity leave (without pay)  
30  
31 (3) Military leave (without pay)  
32  
33 (4) Personal leave (without pay beyond the six [6] charged to sick  
34 leave)  
35  
36 (5) Professional leave (with pay)  
37  
38 (6) Extended professional leave ((without pay)  
39  
40 (7) Sabbatical leave (with pay)  
41  
42 (8) Sick leave (with pay)  
43  
44 (9) Vacation (with pay)  
45  
46 (10) Adoptive leave (without pay)  
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- (11) Jury Duty leave (with pay)
- (12) Witness leave (with pay)
- (13) Charter School Leave
- (14) Natural Disaster Leave

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

B. Family Medical Leave *Adopted 6/28/94 Revised 6/15/99*

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

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

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

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

- (2) Leave may be requested for any of the following reasons:

- a. Birth of a child and care for a newborn child
- b. Placement of a child for adoption or foster care

(Leave must be completed within 12 months of birth, adoption or foster placement, 825.201)

- c. Leave to care for employee’s spouse, child or parent with a serious health condition

1 d. Leave due to employee's own serious health condition that makes  
2 the employee unable to perform the functions of his/her position  
3 because he/she is:

- 4  
5 1. unable to work at all due to the serious health condition; or  
6  
7 2. unable to perform any one of the essential functions of the  
8 position within the meaning of the Americans with  
9 Disabilities Act, due to the serious health condition.

10  
11 (3) FMLA limits the leave that may be taken by spouses who work for the  
12 same employer to a combined total of 12 workweeks during any 12 month  
13 period if leave is taken for (1) birth of the employee's son or daughter or to  
14 care for the child after birth; (2) for placement of a son or daughter with  
15 the employee for adoption or foster care, or to care for the child after  
16 placement; or (3) to care for the employee's parent with a serious health  
17 condition. The limitations do not apply, however, to leave taken by either  
18 spouse to care for the other who is seriously ill and unable to work, to care  
19 for a child with a serious health condition, or his or her own serious  
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.



1  
2 c. Denial or restoration due to key employee status.  
3

4 Authority: F.R. 825.209  
5

- 6 (5) Employees must give 30 days advance notice to the District of the need to  
7 take unpaid FMLA leave when it is foreseeable. When it is not practicable  
8 under the circumstances to provide such advance notice, notice must be  
9 given "as soon as practicable," ordinarily within one or two business days  
10 of when the employee learns of the need for the leave. F.R. 825.100;  
11 825.302.  
12
- 13 (6) Employees who wish to take Medical Leave as outlined above, should  
14 consult with employers when giving notice and make reasonable efforts to  
15 schedule the leave so as not to unduly disrupt the employer's operations,  
16 subject to approval of the health care provider (F.R. 825.302; 825.303).  
17
- 18 (7) Medical leave as outlined above may be taken intermittently when  
19 medically necessary. Under such circumstances, the employer may require  
20 the employee to transfer temporarily, during the period the intermittent or  
21 reduced leave schedule is required, to an available alternative position for  
22 which the employee is qualified and which better accommodates recurring  
23 periods of leave than does the employee's regular leave position (F.R.  
24 825.203; 825.204).  
25
- 26 (8) Although FMLA leave is generally unpaid, the Act permits an employee to  
27 substitute accrued paid leave under certain circumstances. Accrued paid  
28 vacation or personal leave may be substituted for any FMLA qualifying  
29 purposes. Any accrued paid leave used will run concurrently with the  
30 employee's FMLA leave. If the employer designates the leave as FMLA  
31 leave, the employee's FMLA 12-week leave entitlement may run  
32 concurrently with a worker's compensation absence when the injury is one  
33 that meets the criteria for a serious health condition.  
34
- 35 As the worker's compensation absence is not unpaid leave, the provision  
36 for substitution of the employee's accrued paid leave is not applicable  
37 (F.R. 825.207).  
38
- 39 (9) The District will require a medical certification from a health care provider  
40 to support ALL FMLA leave requests. Employees must provide such  
41 certification in a timely manner. In addition, for leaves due to a serious  
42 health condition, a periodic status report will be required and the employee  
43 will be required to provide a fitness-for-duty at the time the employee  
44 returns to work. Also, the employee has a responsibility to advise Risk &  
45 Benefits Management of any significant changes in his/her condition or  
46 condition of family member who is under his/her care. Any employee

1 contact changes during the leave need to be submitted to Risk & Benefits  
2 Management immediately. (F.R. 825.305).

- 3  
4 (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 set 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



1 9.3.4 Illness-in-Line-of-Duty Leave

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Any administrative employee shall be entitled to a maximum of ten (10) days per school year of illness-in-line-of-duty leave when absence from his duties is necessary because of personal injury received in the discharge of duty or because of illness from a contagious or infectious disease contacted in school work. Requirements for such leave are found in Section 231.41, Florida Statutes.

Auth: 230.22, F.S.            Imple: 231.41, F.S.

10  
11 9.3.5 Maternity Leave

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18

Maternity leave shall be granted for absence necessary by reason of pregnancy and childbirth. Sick leave may be granted for maternity leave, to the extent of an employee's eligibility for sick leave, at the option of the employee.

Auth: 230.22, F.S.    Imple: 231.39(s) 231.40, F.S.

19 9.3.6 Adoptive Leave

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21  
22  
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25

Any administrative employee adopting a child shall be entitled to adoptive leave without pay not to exceed one (1) year.

Auth: 230.22, F.S.    Imple: 231.39 and 115.07, F.S.

26 9.3.7 Military Leave

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37

Military leave shall be granted without pay, except as provided by Section 115.07, Florida Statutes, to employees who are required to serve in the Armed Forces of the United States or of this state, in fulfillment of obligations incurred under Selective Service laws or because of membership in reserves of the Armed Forces or National Guard. At the termination of this service, employees must make application for re-employment within six (6) months following the date of discharge or release from active duty. The School Board shall have a period not to exceed six (6) months, to reassign the employee to duty in the school system. Military leave shall not be counted as years of service toward a continuing contract.

Auth: 230.22, F.S.    Imple: 231.39 and 115.07, F.S.

40  
41 9.3.8 Personal Leave

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47

A. Administrative employees may be granted personal leave without pay by the Superintendent or Supervisor as follows:

All personal leave shall have prior approval of the Supervisor; otherwise, the person is subject to dismissal. Such requests shall be submitted to the

1 Supervisor at least one (1) week prior to the starting date of leave, except  
2 in case of emergency. *Amended 7/23/91*

3  
4 B. An administrative employee may be absent for six (6) days each school  
5 year with pay for personal reasons. Such absences shall be charged only to  
6 accrued sick leave, and leave for personal reasons shall be noncumulative.  
7 Applications for such leave shall be approved in the same manner as for  
8 sick leave except that no reason need be given by the employee for  
9 personal leave with pay other than "personal reason".

10  
11 C. An employee on personal leave without pay may not receive holiday pay  
12 unless he works the day before and the day after the holiday.

13  
14 Auth: 230.22, F.S.

15 Imple: 231.43, F.S.

16  
17 9.3.9 Professional Leave

18  
19 Professional leave is defined as leave granted to an administrative employee to  
20 engage in activities which will result in his professional benefit or advancement,  
21 including earning of college credits and degrees, or that will contribute to the  
22 profession of teaching. Professional leave will ordinarily be initiated by the  
23 employee and will be primarily for his benefit, or that of the teaching profession,  
24 and only incidentally for the benefit of the School District.

25  
26 The School Board may grant any member of the administrative staff three (3)  
27 consecutive weeks' professional leave during any fiscal year with compensation  
28 when school is not in session. Professional leave shall be cumulative for not more  
29 than two (2) years and shall receive the prior approval of the Superintendent.

30  
31 Auth: 230.22, F.S.

32 Imple: 231.3(1), F.S. and SBE Regulation 6A-1.81

33  
34 9.3.10 Sabbatical Leave *Reformatted 6/22/99*

35  
36 A. Sabbatical leave for study or research may be granted to administrative  
37 employees by the Board upon recommendations of the Superintendent.  
38 Such leave shall be granted under the following conditions:

39  
40 (1) Sabbatical leave shall be in recognition of significant service to the  
41 District for the purpose of encouraging scholarly achievement  
42 which contributed to the professional effectiveness of the members  
43 of the staff and the value of their subsequent service to the School  
44 District.

45  
46 (2) A sabbatical leave may be granted for one (1) full year.  
47



1 (3) An administrator on sabbatical leave shall be given compensation  
2 of half pay for such leave, as provided by the Board in accordance  
3 with Section 231.29, subsection (1), Florida Statutes.

4  
5 (4) The penalty for breaking the sabbatical leave contract shall involve  
6 either:

7  
8 a. The Administrator's refunding any salary received during  
9 his sabbatical leave or

10  
11 b. The Administrator's paying the Board's incurred cost for  
12 collecting said monies.

13  
14 B. Term of Leave

15  
16 Sabbatical leave may be granted for one (1) full year at half (1/2) pay.

17  
18 C. Applicable Period

19  
20 Applications for sabbatical leave, including a plan of study must be  
21 submitted to the Superintendent during the period of February 1 through  
22 March 31, preceding the year for which the leave is granted. Applicants  
23 will be notified no later than April 20 as to the disposition of their  
24 applications.

25  
26 D. Review of Sabbatical Leave Requests

27  
28 A sabbatical committee consisting of three (3) administrators appointed by  
29 the Superintendent shall serve as a screening committee. This committee  
30 shall submit a list in priority order to the Superintendent of their  
31 recommendations. The committee shall consider the following criteria in  
32 making their recommendations to the Superintendent.

33  
34 Is the sabbatical leave for the purpose of developing skills for:

35  
36 (1) a new position

37  
38 (2) his or her existing position, or

39  
40 (3) transfer into another existing position?

41  
42 E. Eligibility

43  
44 In order to be eligible for sabbatical leave an administrator must have  
45 completed four (4) years of service as an administrator in Osceola District  
46 Schools.  
47

1 F. Returning From Sabbatical

2  
3 Upon termination of the sabbatical leave, the returnee shall return to an  
4 administrative position in the district for which he is qualified and  
5 expected to be available for two (2) years service as recommended by the  
6 Superintendent.

7  
8 G. Penalties

9  
10 (1) The penalty for failure to return to employment after sabbatical  
11 leave shall be:

12  
13 a. The administrator's refunding all salaries received during  
14 his sabbatical leave, and

15  
16 b. The administrator's paying all costs and fees incurred by the  
17 Board for collecting such monies.

18  
19 (2) The penalty for failure to be available for employment the second  
20 year after returning from sabbatical leave shall be:

21  
22 a. The administrator's refunding one-half (1/2) of all salaries  
23 received during such leave, and

24  
25 b. The administrator's paying all costs and fees incurred by the  
26 Board for collecting such monies.

27  
28 These penalties shall be imposed by the Superintendent unless  
29 waived by the Board for specific, clearly documented hardship  
30 cases.

31  
32 9.3.11 Educational Expenses

33  
34 In lieu of sabbatical leave, the School Board may approve school expenses for an  
35 administrator in an approved degree program, for an amount not to exceed that  
36 which the administrator would have earned during regular sabbatical leave.

37  
38 Auth: 230.22, F.S Imple: 231.39, F.S, SBE Regulation 6A-1.81

39  
40 9.3.12 Sick Leave

41  
42 Any full-time employee of the District who is unable to perform his or her duty in  
43 the District on account of personal sickness, accident disability, or extended  
44 personal illness, or because of illness or death of father, mother, brother, sister,  
45 husband, wife, child, or other close relative, or member of his or her own  
46 household, and consequently has to be absent from his or her work shall be  
47 granted leave of absence for sickness by the Superintendent. *Adopted 6/19/01*



1  
2 An employee may authorize his or her spouse, child, parent, or sibling who is also  
3 an employee to use sick leave that has accrued to the authorizing employee. The  
4 recipient may not use the donated sick leave until all of his or her sick leave has  
5 been depleted, excluding sick leave from the sick leave pool. Donated sick leave  
6 shall have no terminal value. *Adopted 6/19/01*

7  
8 A. Each administrative employee employed on a full-time basis shall be  
9 entitled to one (1) day of sick leave for each month of employment to be  
10 credited at the end of the month. An employee earning pay for at least  
11 seventy-five percent (75%) of the workdays in the month shall be treated  
12 as earning benefits for a month of employment.

13  
14 B. Terminal Pay for Accumulated Sick Leave *Amended 6/27/95 & 6/17/97*

15  
16 (1) For those persons employed by the District prior to July 1, 2001 the  
17 following applies: *Amended 6/19/01*

18  
19 The Superintendent and any administrative employees eligible to  
20 retire as an employee of the School Board, or his/her beneficiary if  
21 service is terminated by death, and retirees returning to active  
22 employment shall be entitled to payment for accumulated sick  
23 leave as follows:

- 24  
25 a. During the first 3 years of service, the daily rate of pay  
26 multiplied by 35 percent times the number of days of  
27 accumulated sick leave.  
28  
29 b. During the next 3 years of service, the daily rate of pay  
30 multiplied by 40 percent times the number of days of  
31 accumulated sick leave.  
32  
33 c. During the next 3 years of service, the daily rate of pay  
34 multiplied by 45 percent times the number of days of  
35 accumulated sick leave.  
36  
37 d. During the next 3 years of service, the daily rate of pay  
38 multiplied by 50 percent times the number of days of  
39 accumulated sick leave.  
40  
41 e. During and after the 13th year of service, the daily rate of  
42 pay multiplied by 100 percent times the number of days of  
43 accumulated sick leave.

44  
45 (2) For those persons employed by the School Board on or after July 1,  
46 2001, the following applies: *Amended 6/19/01*  
47



1 The Superintendent and any administrative employee eligible to  
2 retire as an employee of the School Board, or his/her beneficiary if  
3 service is terminated by death, and retirees returning to active  
4 employment shall be entitled to payment for the maximum  
5 accumulated sick leave allowed by law at time of termination.  
6

7 (3) Years of service shall mean the number of years as an employee of  
8 the School Board of Osceola County, Florida.

9  
10 (4) Payment shall be made at the current daily rate of pay.

11  
12 (5) For employees with five or more years experience in the District,  
13 terminal payment for unused sick leave shall be made to the  
14 District's Section 401(a) qualified Special Pay Plan to the extent  
15 allowed by the plan document and applicable law. *Adopted*  
16 *6/27/00*

17  
18 (6) Annual contributions to the Special Pay Plan ("the plan") based on  
19 accumulated sick leave shall be made for employees enrolled in  
20 DROP to the extent allowed by the plan document and applicable  
21 law. Such contributions will be calculated each June 30  
22 subsequent to the employee's enrollment in DROP. Days for  
23 which contribution is made to the plan will be deducted from the  
24 employee's leave balance on a first in first out basis. Contributions  
25 will be calculated based on the employee's daily rate of pay as of  
26 each computation date. Amounts contributed will not be adjusted  
27 for subsequent changes in daily rate of pay. The cumulative total  
28 number of days for which contributions are made to the plan and  
29 paid as terminal sick pay will not exceed the number of days for  
30 which payment would be allowed as terminal sick pay under rules  
31 in effect on each computation date. For this calculation, days  
32 previously deducted due to plan contributions will be added back  
33 to leave balances on the computation date. Days previously  
34 contributed to the plan properly computed as of the computation  
35 dates will not be withdrawn due to subsequent leave usage by the  
36 employee or other subsequent events, except as required by law or  
37 rule. *Adopted 6/27/00*

38  
39 Auth: 231.001 & 231.40(3)(a), F.S.

40  
41 C. Any administrative employee shall, before claiming and receiving  
42 compensation for the time absent from his/her duties while on sick leave,  
43 make and file by the end of the school month following his return, a  
44 written certificate to the Superintendent, which shall set forth the day or  
45 days of absence, indicating that such leave was necessary and that he is or  
46 is not entitled to receive pay in accordance with the sick leave policy.  
47



1 In cases of investigated sick leave abuse, the supervisor may recommend  
2 to the Superintendent that the employee present a certificate of illness from  
3 a licensed physician. *Adopted 6/29/93*

4  
5 D. Absence because of illness beyond accumulated sick leave is considered  
6 personal leave.

7  
8 E. Sick leave may be taken for maternity disability as provided herein and in  
9 the Board Rule 9.3.5.

10  
11 F. The total unused portion of the annual sick leave shall be permitted to  
12 accumulate indefinitely.

13  
14 G. Personnel formerly employed in Osceola District Schools shall have any  
15 accumulated sick leave reinstated upon reemployment. The reinstated  
16 leave shall be reduced only to the extent that the number of days used in  
17 another district exceeds the number earned in that district.

18  
19 H. Sick leave used will be charged to accumulated balances on a last-in-first-  
20 out basis. *Adopted 6/27/00*

21  
22 I. Employees' Voluntary Sick Leave Bank

23  
24 (1) Membership

25  
26 Any full-time employee of the Board, having been employed by the  
27 School Board for at least one (1) year and having at least ten (10)  
28 days accrued sick leave by the end of September of each year  
29 (inclusive of four [4] days sick leave advanced), may enroll in the  
30 sick leave bank by voluntarily contributing one (1) sick leave day to  
31 the Bank. The enrollment shall be opened each year during the  
32 months of September and February only. Employees on leave  
33 returning to service may join the Bank within ten (10) days of their  
34 employment if they meet all other criteria.

35  
36 a. Enrollment must be made on the prescribed form furnished  
37 by the Personnel Department.

38  
39 b. Any sick leave day contributed pursuant to this section shall  
40 be removed from the personally accumulated sick leave  
41 balance of that employee and shall not be returned except  
42 as provided in section (9).

43  
44 c. Membership in the Sick Leave Bank shall be continuous  
45 from the initial enrollment until an individual member has  
46 withdrawn from the plan or has drawn the maximum  
47 allowed from the Bank (see [6d]).

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(2) Establishment and Duration

- a. The Sick Leave Bank will not come into existence until at least 20% of the total number of employees eligible to join the pool elect to do so and will remain in existence unless the participation drops below 20% of the number of employees eligible. The Board shall provide for the establishment of a Sick Leave Bank no later than February 1, 1986.
- b. In the event the Sick Leave Bank is discontinued, distribution of remaining sick leave days will be in accordance with section 9 below.

(3) Replenishment Contributions

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

(4) Administration and Governance

- a. A Personnel Department Committee will administer the Sick Leave Bank and will determine the validity of claims against the Bank.
- b. The Personnel Department will make available on annual report of usage of the Bank to the School Board and to participating members.
- c. Appeals shall be handled by the Superintendent who will establish a five member Appeals Committee, representative of both Association and management for the purpose of settling any dispute arising from claims against the Bank. The Committee will be comprised of two members appointed from the OCTA appointed by the President and two members appointed by the Superintendent, and one Professional Support Staff employee mutually agreed upon by the Association President and the Superintendent. This Appeals Committee shall be the final authority on all disputes or interpretation involving eligibility for benefits.

(5) Eligibility

In the event of a serious personal illness, accident or injury of which the employee has no control, causing a participating



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employee to be absent from work for an extended period of time, the employee may receive paid leave as follows:

- a. All accumulated sick leave of the employee must first be expended, followed by a leave, not charged to sick; of five (5) work days per incident.
- b. Applications must be made to the Personnel Department including a statement from a doctor attesting to the member's extended illness, accident or injury. The statement must certify:
  1. The nature of the illness, accident or injury.
  2. That in the event of an operation, it is absolutely necessary and could not be reasonably be delayed until a break in the employee's duty schedule.
  3. The probable date the member would be able to return to work.
- c. Application must also provide permission to investigate medical records and other information needed for review or appeal.
- d. A participating member shall not be eligible to use sick leave from the Bank if the employee is on leave for injury or illness in the line of duty, worker's compensation, or on medical retirement.

(6) Benefits *Amended 6/30/92*

- a. All cases will be reviewed by the Sick Leave Bank Approval Committee when each twentieth (20th) day of benefits has been reached up to the maximum amount allowable. At this time, the Committee may request additional medical certification. Also, at this time, any sick leave which may have been accrued by the participant must then be used before resumption of drawing from the Sick Leave Bank.
- b. Upon approval of application, a member will be allowed to draw up to a maximum of forty (40) paid sick leave days from the Bank, provided there remain sufficient leave days in the Bank.

- c. The employee shall not have to pay back in any manner the number of days used from the Sick Leave Bank except as outlined in Section (7) below.
- d. In the event a member draws from the Sick Leave Bank, that individual membership shall be suspended from the Bank membership after drawing all days authorized from the Bank. Such individuals may reinstate membership by meeting qualifications in section (1) above.

(7) Participation Abuse

Alleged abuse of the Sick Leave Bank shall be investigated by the Personnel Department. If an employee is found to have abused the use of the Sick Leave Bank, the employee shall repay all sick leave credited (in dollars) drawn from the Sick Leave Bank and, after review by the Appeals Committee, be subject to such other disciplinary action as determined by the School Board.

(8) Withdrawal From Participation

Any participating employee who wishes to withdraw from participation in the Sick Leave Bank may do so and withdrawal will be effective immediately upon receipt by the Personnel Department of written notification of the employee's intent to withdraw. Any previously contributed sick leave will become the property of the Sick Leave Bank.

(9) Discontinuance of Sick Leave Bank

If it becomes necessary to terminate the Sick Leave Bank, unused sick leave in the Bank will be distributed in the following manner:

- a. Each member will receive an equal share of the unused days to be credited to his personal accumulated sick leave account in fourths of a day.
- b. Any balance left will be disposed of at the sole discretion of the Board.
- c. In no instance will the days credited back to members be greater than the number remaining in the Bank.
- d. Any member joining this Sick Leave Bank acknowledges that the limits of liability for any challenge to the Appeals Committee's decision is limited to the number of days the individual contributed to the Bank.

Auth: 230.22, F.S.

Imple: 231.29 and 231.40, F.S.



1 9.3.13 Unauthorized Leave

2  
3 All absence of Board employees from duty for good reason shall be covered by  
4 leave duly authorized. An employee willfully absent from duty without leave  
5 shall forfeit compensation for the time of such absence and be subject to discharge  
6 and forfeiture of tenure and all other rights and privileges as provided by law. If  
7 an employee granted leave fails to return to duty at the termination of the leave,  
8 his employment shall be subject to cancellation by the School Board.

9  
10 Auth: 230.33, F.S.

11 Imple: SBE Regulation 6A-1.77, and 231.39, 231.44, and 231.48, F.S.

12  
13 9.3.14 Jury Duty Leave *Amended 6/27/95*

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 Supervisor should be  
18 immediately notified in writing. *Amended 7/23/91*

19  
20 In the event that the employee is excused from further attendance, the employee  
21 shall return to his place of assignment as expeditiously as possible. Leave forms  
22 will show adjustment.

23  
24 9.3.15 Witness Leave

25  
26 An employee of the Board may be absent from assigned duties and shall receive  
27 his regular salary, plus any witness fees, while serving as a witness in any court  
28 case or other legal or administrative proceeding under the following conditions:

- 29  
30 A. That the person has been subpoenaed by the court or agency having  
31 subpoena powers.  
32  
33 B. That the employee shall submit a copy of the subpoena or letter from  
34 either attorney in the case to the Superintendent.

35  
36 In the event that the employee is excused from further attendance, the  
37 employee shall return to his place of assignment as expeditiously as  
38 possible. Leave forms will show adjustment.

39  
40 Auth: 230.22, F.S. Imple: 231.39, F.S.

41  
42 9.3.16 Extended Leave

43  
44 Employees shall be eligible for extended leave without pay after three (3) or more  
45 years of continuous service. The leave, when granted, shall not exceed one (1)  
46 year, except that military leave shall be granted for a longer period as necessary  
47 for the completion of active duty.



1 Extended leave without pay requests must be made in writing on the form  
2 prescribed by the District. The request shall specify the time of the leave and the  
3 reason for the request. The length of the leave and the reason for the request shall  
4 be recorded in the Board minutes. The School Board shall have the right to  
5 determine that the leave is used for the purposes set forth in the application, and if  
6 not so used, the Board shall have authority to cancel the leave.

7  
8 The leave must be approved by the employee's immediate supervisor and the  
9 Superintendent or his designee before it is presented to the Board for approval.

10  
11 Extended leave without pay may be reviewed upon request for an additional  
12 period not to exceed one (1) year, subject to Board approval and will not exceed  
13 two (2) consecutive years. Automatic renewal of an extended leave is not granted.  
14 It shall be the responsibility of the person on leave to request renewal. If no  
15 request for renewal is made prior to the expiration of the leave, employment shall  
16 be terminated.

17  
18 Personal Leave Without Pay May Be Requested For, But Not Limited To:

- 19  
20 (1) Leave to serve in the armed services  
21  
22 (2) Leave for academic study  
23  
24 (3) Leave for serving in the Peace Corps  
25  
26 (4) Leave for child rearing (for natural or adoptive child)  
27  
28 (5) Leave for child-bearing  
29  
30 (6) Leave to run for or serve in an elected office  
31  
32 (7) Leave to participate in exchange programs in other states or countries.

33  
34 9.3.17 Charter School Leave *Adopted 7/21/98*

35  
36 An employee of the School Board may take unpaid leave to accept employment in  
37 a Charter School upon the approval of the School Board. While employed by the  
38 Charter School and on leave that is approved by the School Board, the employee  
39 may retain seniority accrued in the School District and may continue to be covered  
40 by the benefit programs of the School District, if the Charter School and the  
41 School Board agree to this arrangement and its financing. The employee must  
42 apply for Charter School Leave on an annual basis. An employee who is granted  
43 Charter School leave may not participate in the sick leave pool because the  
44 employee is not an employee of the District while on Charter School Leave. If the  
45 District at the end of the leave employs the employee, the employee may  
46 participate in the sick leave pool and will be credited with accumulated leave in  
47 accordance with School Board policy when the employee returns.



1  
2 9.3.18 Natural Disaster Leave *Adopted 7/21/98*

3  
4 If an employee is affected by a Natural Disaster in the county where the employee  
5 resides, then that employee may be eligible for Natural Disaster Leave.

- 6  
7 (a) Natural Disaster: A Natural Disaster means a tornado, hurricane, flood,  
8 fire, or similar event.
- 9  
10 (b) Eligibility: An employee may be eligible for Natural Disaster Leave if the  
11 employee or the employee's immediate family (spouse, parents,  
12 grandparents, children, grandchildren, or siblings) have been directly  
13 affected by the natural disaster. A person is directly affected by the natural  
14 disaster under the following circumstances:
- 15 (1) Personal injury as a result of the natural disaster,  
16  
17 (2) Substantial loss of property as a result of the natural disaster.
- 18  
19 (c) Application: An eligible employee may file an application for a maximum  
20 of ten days of paid Natural Disaster Leave. The application must include  
21 documentation to support the employee's eligibility and the number of  
22 days requested. An eligible employee must file an application for Natural  
23 Disaster Leave within sixty days of the natural disaster.
- 24  
25 (d) Approval of Leave: A determination of eligibility for Natural Disaster  
26 Leave is solely within the discretion of the Superintendent or his designee.  
27 The number of days of Natural Disaster Leave granted to an eligible  
28 employee is also solely within the discretion of the Superintendent or his  
29 designee. An employee who has been granted Natural Disaster Leave may  
30 request an extension of the number of days of the leave. Approval of an  
31 extension is solely within the discretion of the Superintendent.
- 32  
33 (e) Reimbursement: The Natural Disaster Leave shall be paid retroactively to  
34 eligible employees as a reimbursement after their application has been  
35 approved by the Superintendent.
- 36

37  
38 9.4 BENEFITS AND DUTIES

39  
40 9.4.1 Retirement

- 41  
42 A. All new school employees shall participate in the Florida Retirement  
43 System (FRS) as a condition of employment.
- 44  
45 B. Administrative personnel on Teacher Retirement System (TRS) prior to  
46 December 1, 1970, may continue in the Teacher Retirement System,  
47 provided there has been no break in continuity of service.



1  
2 C. Retirement Annuities Program

*Amended 6/27/95*

- 3  
4 (1) The Board will consider annually, upon the recommendation of the  
5 Superintendent, requests for retirement annuities for school  
6 personnel with 25 years or more years of creditable service (at least  
7 five [5] of which must have been in this district) who have reached  
8 the age 55 and have applied for retirement under the Florida  
9 Retirement System or Teachers Retirement System.  
10  
11 a. All requests must be received between September 1 and  
12 October 31 of the calendar year for those requesting  
13 retirement during or at the conclusion of that school year or  
14 four (4) months prior to retirement if planning retirement  
15 before February of that school year.  
16  
17 b. A copy of the official determination, by the Division of  
18 Retirement, of the projected monthly benefits at the  
19 effective date of retirement based on the average monthly  
20 compensation and creditable service as of the member's  
21 early retirement date and the actual early retirement benefits  
22 shall accompany the request.  
23  
24 c. Requests of applicants between the ages of 50 and 54 may  
25 also be considered by the Board if the Board first  
26 determines for that year that is economically feasible to do  
27 so.  
28  
29 (2) Between November 1 and November 30 an annual survey and  
30 study will be conducted prior to the determination of the  
31 Superintendent and Board on the feasibility of the program being  
32 offered during that school year with no commitment to offer the  
33 program in future years unless the Board opts to do so after  
34 reviewing the annual survey. The employee may be required to  
35 contribute to the annuity in order to qualify.  
36  
37 (3) The Board upon the recommendation of the Superintendent will  
38 determine before January 15, whether or not the program will be  
39 offered for that year.  
40  
41 (4) If the program is offered, the Superintendent shall make  
42 recommendations pertaining to either the investment in a specific  
43 amount of current funds or the purchase of an adequate annuity  
44 either of which would provide earned income in an amount  
45 sufficient to provide the annual early retirement supplemental  
46 benefit for the named employee.  
47



1 (5) In the event an employee has earned experience in a public school  
2 system in another state, the Board may choose to purchase such  
3 out-of-state experience (up to five years) as is necessary to provide  
4 regular retirement benefits. This experience may not be purchased  
5 in addition to an annuity. *Adopted 6/27/95*

6 (6) The maximum monthly benefit to any individual shall be in  
7 compliance with Florida Statutes.

8  
9 Auth: 230.22, F.S. Imple: 231.495, F.S.

10  
11  
12 9.4.2 Social Security

13 Social Security is required of every member of the Florida Retirement System.

14  
15 Auth: 230.22, F.S.  
16 Imple: 650.01 and 650.04, F.S.

17  
18  
19 9.4.3 Credit Union Deductions

20 Credit Union deductions from administrators' salaries are authorized as requested  
21 by individual administrators.

22  
23 Auth: 230.22, F.S.  
24 Imple: 230.02, F.S., and SBE Regulation 6A-1.52(3)

25  
26  
27 9.4.4 Duties of Administrative Personnel

28 The duties of administrative personnel, as described in the Administrative  
29 Handbook, are made a part of this manual.

30  
31 Auth: 230.22, F.S. Imple: 230.33(7), F.S.

32  
33  
34 9.4.5 Payroll Deductions

35 Upon appropriate written authorization from the administrator, the District shall  
36 deduct authorized sums from the salary of any administrator and make proper  
37 remittance for any payroll deduction program approved by the Board.

38  
39  
40 9.4.6 Assault/Battery upon an Administrator

41 Any case of assault/battery upon an administrator shall be promptly reported to  
42 the Superintendent or his designated representative. In any case where an  
43 administrator is charged with a civil or criminal action arising out of or in the  
44 course of assigned duties and responsibilities, the case where the administrator  
45 pleads guilty or nolo contendere or is found guilty of any such action, the  
46 administrator shall reimburse the Board for any legal services which the Board  
47



1 may have supplied pursuant to this section. If the Board declines to provide legal  
2 services in response to the administrator's request, and the administrator is  
3 subsequently found not guilty or not civilly liable, the administrator may renew  
4 his request and a recommendation shall be made to the Board for payment of the  
5 reasonable cost of legal services, and the Board shall consider such request  
6 previously declined. The selection of the attorney shall be mutually agreed upon  
7 by the administrator and the Board.  
8

9 **9.4.7 Life Insurance**

10  
11 A. The Board shall provide for administrators a fully paid life insurance plan  
12 for an amount equal to 100% of the administrator's annual salary rounded  
13 up to the next even thousand dollars. The Board shall provide for those  
14 administrators who have ten years of experience in Osceola County  
15 Schools or those who are being paid at the top of the experience level life  
16 insurance equal to 200% of the annual salary rounded to the next even  
17 thousand dollars. There shall be a provision for double indemnity in the  
18 case of accidental death or dismemberment. The Board shall make  
19 available for purchased life insurance equal to 100% of the annual salary  
20 rounded up to the next even thousand dollars.  
21

22 B. In the event a professional support staff or instructional employee is  
23 promoted to an administrative position and is currently earning the benefit  
24 of 200% Board paid life insurance, that employee shall be entitled to 200%  
25 Board paid life whether or not the requirement in section "A" above is  
26 met. *Adopted 12/15/92*  
27

28 **9.4.8 Hospitalization Insurance**

29  
30 The Board will provide fully paid individual hospital medical-surgical coverage,  
31 including major medical benefits at the present benefit levels. Dependent coverage  
32 shall be made available at the expense of the administrator where two members of  
33 the same family are employed by the School District, the amount paid for the  
34 spouse shall be credited toward the cost of dependent coverage.  
35

36 **9.4.9 Long Term Disability Insurance**

37  
38 The Board will continue to make available to administrators long-term disability  
39 benefits through payroll deduction at administrators' expense.  
40

41 **9.4.10 General Liability Insurance**

42  
43 The Board shall continue its General Liability Insurance coverage which covers  
44 the Board for the acts of its employees, including administrators, as such  
45 coverages existed on January 1, 1978; and that administrators shall be afforded all  
46 direct and indirect benefits inuring to them from such coverage.  
47



1 9.4.11 Reimbursement for Damage to Personal Items

2  
3 The Board shall reimburse administrators for damage to clothing, dentures,  
4 eyeglasses, prosthetic devices or artificial limbs where such damage occurs as a  
5 result of:

- 6  
7 A. Breaking up a fight  
8  
9 B. Protecting students or other employee(s) from physical harm or injury  
10  
11 C. Assault and/or battery occurring in the course of the legal performance of  
12 assigned duties. Such reimbursement shall not exceed the replacement  
13 cost nor be paid when the above loss is reimbursable from other sources.  
14

15 9.4.12 Death Benefit

16  
17 A. Accumulated Vacation

18  
19 If at the time of death an administrator has unused accumulated vacation  
20 the Board shall pay to the beneficiary of the administrator a sum equal to  
21 the administrator's daily rate of pay at his present job classification times  
22 the number of vacation days accumulated.  
23

24 B. Accumulated Sick Leave

25  
26 Administrative employees eligible for retirement benefits or his  
27 beneficiary if termination is by death, shall be entitled to payment for the  
28 maximum accumulated sick leave allowed by law. Payment shall be made  
29 at the current daily rate of pay.  
30

1 9 4.13 Continuing Insurance Benefits While on Leave

2

3

4

5

Employees on authorized School Board leave without pay shall be eligible to continue on School Board Benefits. The employee shall be personally responsible for full payment of the premiums or costs.



# Table of Contents

## Chapter 10

### Hearing Procedures

<u>Section</u>	<u>Title</u>	<u>Page</u>
10.1	NON-RENEWAL OF A PROFESSIONAL SERVICES CONTRACT .....	10-1
10.2	DISMISSAL OR RETURN TO ANNUAL CONTRACT STATUS AT THE END OF THE SCHOOL YEAR .....	10-1
10.3	SUSPENSION AND DISMISSAL OF EMPLOYEES HOLDING PROFESSIONAL SERVICES CONTRACTS OR CONTINUING CONTRACTS DURING THE TERM OF SUCH CONTRACTS .....	10-1
10.4	ADMINISTRATIVE PROCEDURES .....	10-1
10.5	WHEN PROBABLE CAUSE EXISTS .....	10-2
10.6	EMPLOYEES WHO DO NOT POSSESS A PROFESSIONAL SERVICES OR CONTINUING CONTRACT .....	10-2
10.7	REDUCTION IN PERSONNEL .....	10-2





1 **10.0 HEARING PROCEDURES**

*Adopted 6/30/92*

2  
3  
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 **10.4** With respect to all procedures specified in 10.1, 10.2 and 10.3 above, applicable  
46 Florida Statutes and case law will control. The administrative process, including  
47 the time for intervention by the employee (i.e., demand for a hearing), notice of



1 hearing, the conduct of the pre-hearing procedure, and the hearing procedures  
2 shall be in accordance with section 231.36, and Chapter 120 of the Florida  
3 Statutes, as interpreted by controlling case law.  
4

5 10.5 Whenever the superintendent has probable cause to believe that an employee has  
6 committed an act which may subject the employee to adverse job action, the  
7 superintendent shall recommend an appropriate sanction to the School Board for  
8 action by the Board. Such action may include transfer, suspension without pay,  
9 suspension without pay pending action on a request to dismiss the employee and  
10 administrative hearing on the dismissal, or other appropriate lawful sanctions.  
11

12 10.6 Nothing contained in this rule shall create any rights in any employee of the  
13 School Board other than an employee who possess a professional service contract  
14 or a continuing contract. All other employees of the School District may be  
15 sanctioned, suspended or dismissed, subject to any applicable contract or statute  
16 governing the rights of such other employees who do not possess a continuing  
17 contract or professional services contract.  
18

19 Auth. Chapters 230 and 231, Florida Statutes.

20 Imple: Section 231.36 and section 120.57, Florida Statutes.  
21

## 22 10.7 REDUCTION IN PERSONNEL 23

24 A. Should the School Board have to choose from among its personnel who  
25 are on continuing contracts or professional service contracts as to which  
26 should be retained, such decision shall be made pursuant to the terms of a  
27 collective bargaining agreement when one exists. If no such agreement  
28 exists, the School Board prescribes the following rules to handle  
29 reductions in work force.  
30

31 B. If a reduction in work force requires the Board to choose from among its  
32 personnel under continuing contracts or professional service contracts, and  
33 to the extent this does not conflict with any collective bargaining  
34 agreement that would apply, the Board shall retain those employees best  
35 qualified. In determining which of such employees are best qualified, the  
36 Board shall consider, not necessarily in the order presented, and without  
37 limitation to consideration of other criteria, the following:  
38

39 (1) educational background and qualifications;

40 (2) efficiency of the employee as documented in past evaluations and  
41 observations;

42 (3) compatibility of the employee as demonstrated during past work  
43 experience in the employment of the Board;

44 (4) the character of the employee; and  
45  
46  
47



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(5) the capacity of the employee to meet the educational needs of the community.

C. In the event no collective bargaining agreement exists that would dictate reduction in work force methodology, the following procedures shall be employed by the Board:

(1) After initial determination of which employees will be retained, the Board shall give written notice of the proposed action to all effected employees, together with a summary of factual, legal and other authorities, which form the grounds and basis for the decision, including a list of the criteria utilized.

(2) Any professional service contract or continuing contract employee effected by the initial determination may request a hearing within (10) days following notice pursuant to other paragraphs in this section. This request for hearing shall contain:

- a. the name and address of the School Board;
- b. the name and address of the employee;
- c. a concise statement of the ultimate facts alleged;
- d. the legal authority upon which the employee relies;
- e. a request for relief to which the petitioner deems himself or her self entitled;
- f. a notice of whether the employee wishes to present written or oral evidence.

(3) Upon receipt of a request for hearing, the School Board shall conduct a hearing as permitted under the informal hearing procedures of section 120.57, Florida Statutes. The hearing will be conducted in accordance with section 120.57 (2) as it may be amended from time to time.





# **Appendix A**

## **OATH**





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**APPENDIX - A**

The oath to be taken by employees of the School Board, as revised by the Supreme Court, is as follows:

**OATH OF OFFICE**

I, \_\_\_\_\_, a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the School Board of Osceola County, Florida, and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida."

(Connell V. Higginbotham)  
91 S. Ct. 1772, 403 U.S. 207  
(1971)





# **Appendix B**

## **Pupil Progression Plan**





# Table of Contents

## Pupil Progression Plan

<u>Section</u>	<u>Title</u>	<u>Page</u>
I.	GENERAL PROCEDURES FOR PROMOTION, SPECIAL ASSIGNMENT, AND ADMINISTRATIVE PLACEMENT, GRADES K - ADULT .....	1
II.	ELEMENTARY PROMOTION AND PLACEMENT .....	11
III.	MIDDLE SCHOOL PROMOTION AND PLACEMENT .....	14
IV.	HIGH SCHOOL GRADE CLASSIFICATION AND GRADUATION REQUIREMENTS .....	17
V.	TYPES OF DIPLOMAS .....	27
VI.	CREDITS APPLICABLE TO GRADUATION .....	31
VII.	FLORIDA ACADEMIC SCHOLARS CERTIFICATE/ FLORIDA GOLD SEAL VOCATIONAL ENDORSEMENT .....	39
VIII.	EXCEPTIONAL EDUCATION STUDENTS .....	42
IX.	DROP-OUT PREVENTION AND RETENTION PROGRAM.....	50
X.	PLACEMENT AND PROMOTION IN THE HIGH SCHOOL VOCATIONAL PROGRAM .....	51
XI.	TECHNICAL EDUCATION CENTER OF OSCEOLA COUNTY (TECO) AND COMMUNITY HIGH SCHOOL .....	55





# OSCEOLA DISTRICT SCHOOLS

## *PUPIL PROGRESSION PLAN 2001-2002*

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 administrative placement are primarily the responsibility of the individual school's professional staff. The final decision in regard to grade placement is the responsibility of the principal.

### **I. General Procedures for Promotion, Special Assignment, and Administrative Placement, Grades K - Adult**

A. Student promotion in the Osceola County schools is based upon an evaluation of each student's achievement in terms of appropriate instructional goals. The determination should reflect teacher judgment based upon the following: successful progress in the county adopted curriculum, progress tests, classroom assignments, daily observation, standardized tests, and other objective data. The primary responsibility for determining each pupil's level of performance and ability to function academically, socially and emotionally at the next grade level is that of the classroom teacher, subject to review and approval of the principal.

#### (1) Report Cards:

- a. All schools shall use a standard report card appropriate for the level, elementary, middle, or high, as the primary means of reporting student progress. Report cards for Limited English Proficient (LEP) students must be in the primary language of the parent/guardian, whenever feasible. *Amended 6/27/00*
- b. With the approval of the Superintendent and the School Board, schools may develop additional or supplementary instruments, which may be used in conjunction with the standard report card. *Amended 7/29/97 & 6/15/99*
- c. Report cards shall be issued for all students, K-12, at the close of each grading period. A report card will also be issued at the close of the summer school program. *Amended 6/30/92*

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- d. Progress Reports may be issued at the end of extended year programs and services, i.e., summer school, Saturday school, before and after school programs. *Adopted 6/27/00*
- e. Adult Education students will be issued a Certificate of Attendance or a Certificate of Program Completion upon request. *Amended 6/29/93 & 6/27/95*

(2) Report Card Grades:

- a. Report card grades are to provide the student and the student's parents with an objective evaluation of the student's scholastic achievement, effort and conduct.

The student's academic grades are to reflect academic achievement.

Passing grades on report cards indicate that the student is working within a range acceptable for the grade or subject unless the subject is clearly identified as remedial.

A remedial student making a C or better at grade level for two (2) grading periods shall be considered for placement in the regular classroom.

- b. Students and parents are to be advised of the grading criteria employed in the school and in each class at the time of enrollment.

Students who enroll in school or class late shall be allowed to make up the class work. In order to receive full semester credit, a student must be enrolled in any school a minimum of forty-five days.

Schools shall adhere to the following evaluation plan for grading and reporting pupil progress. The same evaluation plan applies to limited English proficient (LEP) pursuant to Section I,M(6). *Amended 6/15/99, 6/27/00, & 6/19/01*

Kindergarten – Grade 5

- + Demonstrates Consistently
- / Learning and Developing
- Area of Concern



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\* Working below grade level

# Modified curriculum.

Report Cards Grades 1-2

Reading, mathematics, language/writing, science and social studies will be evaluated using the following criteria:

O Outstanding

S Satisfactory

N Needs Improvement

Effective July 1, 2001, Grades 3-5 will be given corresponding letter grades in subject areas of reading, language/writing, science, social studies, and mathematics using the scale below: *Amended 6/19/01*

GRADE	PERCENT	DEFINITION
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: *Adopted 6/30/92 & Amended 6/27/95*

- O - Outstanding
- S - Satisfactory
- N - Needs Improvement

Effective July 1, 2001, Grades 6-12 - Percent Point Value  
 Definition *Amended 7/29/97 & 6/19/01*

<u>GRADE</u>	<u>Percent</u>	<u>Point Value</u>	<u>Definition</u>
A	90-100	4	outstanding progress
B	80-89	3	above average progress
C	70-79	2	adequate progress
D	60-69	1	lowest acceptable progress
F	0-59	0	failure
I	0	0	incomplete

If an "I" (incomplete) is recorded on a report card, the requirements for which the incomplete was assigned must be satisfied within two weeks of the issuance of report cards or the "I" becomes "F". At the teacher's discretion a longer period of time may be allowed for make up work.

For Special Area and/or Exploratory classes in grades 6-8, the following grading scale may be used: *Adopted 6/30/92*

- S - Successful Progress
- N - Needs Improvement
- U - Unsuccessful Progress

- c. Grades in conduct are to be assigned independently of academic achievement. Standards for grading in these areas are to be explained to the students.



1 d. To receive a report card a student shall have been enrolled in  
2 school at least 1/2 of the forty-five day grading period as  
3 established by the official school calendar. A grade shall be  
4 recorded on the report card for each subject taken. If an elementary  
5 student is enrolled for less than one-half (1/2) of the forty-five day  
6 grading period, a report card shall be issued, but a grade is not  
7 required. The report card needs to reflect the date of entry and  
8 attendance record. If a student withdraws he shall be issued a grade  
9 on the withdrawal form as of the date of withdrawal.  
10 *Amended 7/2/96 & 6/27/00*

11 e. Students are to receive grades in all courses in which they are  
12 enrolled.  
13

14 f. If the principal of a school feels it is necessary to change a pupil's  
15 grade in any subject at the end of a grading period, the principal  
16 shall consult with the teacher regarding the necessary change. If  
17 the change is made after official notification has been made to the  
18 parents, a copy of the principal's reasons shall be placed in the  
19 pupil's cumulative folder.  
20

21  
22 (3) Notices to Parents and Pupils

23 a. Parents or adult students are to be notified in writing at any time  
24 during a grading period when it is apparent that the student may  
25 not pass or is performing unsatisfactorily in any course or grade  
26 level. The county Deficiency/Progress Report and/or approved  
27 electronic Progress Report form will be used for this notification.  
28 *Amended 6/15/99 & 6/27/00*

29 b. Parents are to be advised of their child's performance on all  
30 standardized tests administered as part of the countywide testing  
31 program.  
32

33 c. Notices concerning limited English proficient (LEP) students or  
34 adult LEP students must be provided in the primary language of the  
35 parent/guardian or adult student, whenever feasible. *Adopted*  
36 *6/27/00*  
37

38  
39 B. The Sunshine State Standards (6A-1.09401 State Board Rules) are benchmark  
40 standards which describe what students should know and be able to do at four  
41 progression levels (grades PreK-2; 3-5; 6-8; 9-12) in the subjects of the arts,  
42 health/physical education, foreign languages, language arts, mathematics, science  
43 and social studies. Osceola District Schools shall provide appropriate instruction  
44 to assist students in the achievement of these standards. The Sunshine State  
45 Standards/Grade Level Expectations have been incorporated within the Osceola  
46 County Curriculum Frameworks and are on file in the Administrative Center and  
47 in use at each school. *Adopted 9/17/96, Amended 6/15/99*



1  
2 C. Students in elementary and middle schools, who have diagnosed deficiencies in  
3 reading, writing, and/or mathematics or high school students who are being  
4 assigned to level 1 courses in high school must have an Academic Improvement  
5 Plan (for LEP students see Section I,M(3)). The Academic Improvement Plan  
6 should: *Amended 6/30/92, 7/21/98 & 6/27/00*

- 7  
8 (1) Clearly identify the specific needs to be remediated,  
9  
10 (2) Clearly identify the success-based intervention strategies to be used, and  
11  
12 (3) Clearly identify the monitoring and reevaluation activities to be employed.  
13  
14 (4) Be placed in the student's permanent record at the close of each year or at  
15 the time of student withdrawal. (Beginning with the academic year 2000-  
16 2001). *Adopted 6/27/00*

17  
18 D. Principals are to establish procedures by which parents are notified when it has  
19 been determined that their child needs improvement at the grade or course in  
20 which he or she has been placed. In cooperation with the parents, an Academic  
21 Improvement Plan will be written which may include, but is not limited to, an  
22 extension of the school year, a special class within the regular school, and/or a  
23 remedial program within or outside the school day including Saturday School.  
24 (for LEP students see Section I,M(3)). *Amended 7/21/98 & 6/27/00*

25  
26 E. Any student who has been previously retained, at the same grade level may, at any  
27 time during the next school year be placed in the next higher grade if the principal  
28 determines that standards have been met and the student will be able to benefit  
29 from instruction at the higher grade. If the placement involves a new school, the  
30 assignment will occur at a time agreed upon by both the sending and receiving  
31 principal. *Amended 6/15/99*

32  
33 F. The principal, upon written authority from the Superintendent, may  
34 administratively place a student who has been previously retained.

35  
36 G. The assignment of a student to a higher grade which results in the student's  
37 accelerated promotion should be made on the basis of exceptionally high  
38 achievement or evidence that the student will benefit more from the instructional  
39 program at the advanced grade level. The assignment should be authorized by the  
40 Superintendent. The assignment will occur at the end of a grading period agreed  
41 upon by both the sending and receiving principal and the Director of Exceptional  
42 Student Education, if an exceptional student is involved. If an LEP student is  
43 involved, the LEP committee shall meet to document the student LEP plan  
44 change. After agreement has been reached regarding an exceptional student, an  
45 Individual Education Plan meeting must be held prior to placement in the new  
46 assignment. The long-range academic, social, and emotional effect of the decision  
47 shall be considered. The principal has the responsibility for making such an



1 assignment, but a student will not be accelerated without parental consent.  
2 *Amended 6/30/92 & 6/27/00*

3  
4 The student's cumulative record, report card, and permanent record must indicate,  
5 "accelerated grade placement" and the name of the principal who made the  
6 placement. *Amended 6/15/99*

7  
8 Parents shall be notified in writing that their child is receiving an accelerated  
9 grade placement to the next higher grade. A copy of this notification shall be  
10 placed in the cumulative folder. Notices to parent/guardian of LEP students must  
11 be provided in the primary language, whenever feasible. *Amended 6/27/00*

- 12  
13 H. Retention of students shall be limited to one (1) year in kindergarten, one (1) year  
14 in the elementary school (1-5) and one year in the middle school unless additional  
15 retention is recommended by the principal based on information from a school  
16 assessment team (for LEP students see section I,M(4)). An appropriate  
17 placement, which differs from the present placement, must be considered for a  
18 student who has been retained two or more years.  
19 *Amended 7/21/98, 6/15/99, 6/27/00 & 6/19/01*

20  
21 Students who are retained must receive remediation as addressed in an academic  
22 improvement plan and may be recommended for evaluation by appropriate  
23 specialists, e.g., psychologist, reading specialist, and other personnel, if such a  
24 referral would benefit the students. *Amended 7/21/98 & 6/15/99*

- 25  
26 I. The grade placement of students transferring from other countries, counties, states  
27 or private schools will be determined by the principal of the receiving school  
28 based on guidelines established by the Student Services Department. The grade  
29 placement of students with a "YES" response on the home language survey shall  
30 include a review of the programmatic assessment results. (F.S. 6A-6.0902(3)).  
31 *Amended 6/27/00*

- 32  
33 J. Attendance for Promotion K-5 *Amended 6/30/92, 6/29/93, 7/2/96 & 6/27/00*

- 34  
35 (1) Students, to include LEP students, who miss more than fifteen (15) days  
36 per semester will not be promoted except as follows:  
37  
38 a. If medical evidence is presented to the principal from a competent  
39 medical authority to excuse absences in excess of fifteen (15) days  
40 or fifteen (15) class settings per semester.  
41  
42 b. Extenuating circumstances as determined by the principal based on  
43 recommendations of teachers, counselors or Pupil Services  
44 workers.  
45  
46 (2) School activities shall not be counted as absences. Assigned work shall be  
47 turned in on the day indicated by the teacher.



1  
2 K. Attendance for Promotion 6-8 *Amended 6/30/92, 7/2/96 & 6/27/00*

- 3  
4 (1) Students, to include LEP students, who miss more than ten (10) days per  
5 semester (2 days per semester during the summer school term) will not be  
6 promoted except as follows:  
7  
8 a. If medical evidence is presented to the principal from a competent  
9 medical authority to excuse absences in excess of ten (10) days or  
10 ten (10) class settings.  
11  
12 b. Extenuating circumstances as determined by the principal based on  
13 recommendations of teachers, counselors or Student Services  
14 workers. When appropriate, a student may be referred to the  
15 Hospital Homebound program. *Amended 6/27/00*  
16  
17 (2) School activities shall not be counted as absences. Assigned work shall be  
18 turned in on the day indicated by the teacher.  
19  
20 (3) Eighth grade students enrolled in high school courses for credit shall be  
21 subject to section I L and III A 9 in those courses only.  
22

23 L. Attendance for Credit (9-12) *Amended 6/30/92, 7/21/98, 6/15/99 & 6/27/00*

- 24  
25 (1) Students, to include LEP students, who would otherwise receive a passing  
26 grade, but who have accumulated absences of more than ten (10) single  
27 periods of instruction or five (5) block periods of instruction (1 block unit  
28 equals 2 single periods) per semester will not receive credit for the course  
29 except as follows:  
30  
31 Attain a passing score (70% or better) on a comprehensive subject level  
32 examination to be given within ten (10) teacher workdays of the end of the  
33 semester in which the student was enrolled in the class.  
34  
35 (2) Students, to include LEP students, who have accumulated more than 2  
36 days of absences per semester during summer school will not receive  
37 credit. *Adopted 6/27/00*  
38  
39 (3) Students in the summer JumpStart program who have accumulated more  
40 than 2 days of absences for the summer session will not receive credit.  
41 *Adopted 6/19/01*  
42  
43 (4) Students, to include LEP students, with excessive absences who fail the  
44 comprehensive examination but would receive a passing grade for the  
45 semester, may appeal the loss of credit. A district committee will consider  
46 the appeal based on documented conditions. *Amended 6/27/00*  
47



- 1 (5) School activities shall not be counted as absences. Assigned work shall be  
2 turned in on the date indicated by the teacher.  
3

4 M. Limited English Proficient (LEP) Revised 7/21/98 & 6/27/00

5  
6 All students with limited English proficiency (L.E.P.) must be appropriately  
7 identified in order to ensure the provision of appropriate services. Every student  
8 identified as L.E.P. shall continue to receive appropriate instruction and funding  
9 as specified by the District L.E.P. Plan, State Board Rules and Regulations, and  
10 Florida Statutes until such time as the student is reclassified as English proficient.

11 Note: See the *School District of Osceola County Limited English Proficient Plan*  
12 *1999* for full explanation of services and models. Amended 6/27/00

13  
14 (1) Home language survey (HLS) and identification criteria: Revised 6/27/00

- 15 a. A student with all NO responses on the HLS is considered non-  
16 limited English proficient.  
17  
18 b. A student with any YES response is referred for English language  
19 proficiency assessment.  
20  
21 c. A student with a YES response to question #1 only is temporarily  
22 placed in non-ESOL classes until English language proficiency  
23 assessment is completed.  
24  
25 d. A student with a YES response to question #2 and/or #3 is  
26 temporarily placed in ESOL classes until English language  
27 proficiency assessment is completed.  
28  
29 e. The grade level appropriate Idea Oral Language Proficiency Test  
30 will be used to determine oral/aural English ability and is to be  
31 administered within 20 days of the student enrollment date,  
32 language survey (HLS) and identification criteria:  
33  
34 Students in grades 4-12 found to be fluent English speaking will be  
35 given a nationally-normed, standardized reading and writing test,  
36 within 20 days of the oral/aural test for further assessment of their  
37 English ability.  
38  
39 f. Exceptional students (ESE) with any YES response shall be  
40 reviewed by a joint ESE/LEP committee to determine appropriate  
41 ESOL assessment and placement.  
42  
43 g. Pre-K students with any YES response are considered LEP until  
44 the English language assessment is administered in Kindergarten.  
45

46 PEEP Pre-K students with any YES response shall be reviewed by  
47



1 a joint ESE/LEP committee to determine ESOL status.

2  
3 (2) Every limited English proficient student is entitled to equal access to all  
4 academic, categorical and federal programs offered by the School District  
5 of Osceola County. The amount of time the LEP student is assigned to the  
6 program(s) shall be comparable to the time assigned to a non-LEP student  
7 under similar conditions. Changes to the student's LEP plan are  
8 documented by the school's LEP committee and maintained in the LEP  
9 Portfolio as part of the student permanent record. *Adopted 6/27/00*

10  
11 (3) Limited English proficient students are taught by subject area teachers  
12 following the corresponding district curriculum. The instructional  
13 personnel provide appropriate and individualized instruction to students  
14 through the use of ESOL teaching strategies, appropriate instructional  
15 materials, curriculum modifications and testing modifications. The ESOL  
16 modifications are documented in the teacher's lesson plans as evidence  
17 that understandable instruction is being provided. *Adopted 6/27/00*

18  
19 Schools with fifteen (15) or more LEP students who speak the same home  
20 language must have at least one bilingual teacher assistant or bilingual  
21 teacher proficient in English and the home language of the students. The  
22 ESOL teacher assistant's (or bilingual teacher's) primary assignment is to  
23 offer the LEP students additional help in the basic content areas under the  
24 supervision of the basic subject area teacher. *Adopted 6/27/00*

25  
26 (4) Limited English proficient students who are unable to demonstrate mastery  
27 in academic subject areas as described in the Pupil Progression Plan will  
28 be referred to an Academic Improvement Plan/LEP committee. This  
29 committee will develop an academic improvement plan for the student in  
30 accordance with the following guidelines and procedures: *Adopted*  
31 *6/27/00*

32  
33 a. Establish lack of academic progress in reading, writing, and  
34 mathematics using a composite of indicators that includes, but is  
35 not limited to: grade level checklist, pre-tests and post-tests,  
36 alternative assessment results, previous academic records,  
37 diagnostic assessment in the home language, and any other  
38 appropriate indicator of academic progress.

39  
40 b. First AIP/LEP committee meeting develops an academic  
41 improvement plan that includes a list of intensive remedial  
42 instructional strategies designed to assist the LEP student (NOTE:  
43 ESOL modifications are not considered remedial strategies).

44  
45 c. Second AIP committee meeting, with ESOL representation, is held  
46 within 18 weeks to review the effectiveness of the remedial  
47 strategies. If the LEP student does not make satisfactory progress,



1 the curriculum may be suspended and intense remedial instruction  
2 in math, reading and/or mathematics is provided based on the  
3 student's deficiencies.

4  
5 d. If the LEP student still has not made satisfactory progress after  
6 implementing the academic improvement plan for at least 27  
7 weeks, the LEP committee may recommend retention unless  
8 conditions exist such that retention would be more adverse for the  
9 student than promotion.

10  
11 e. The LEP Committee may exempt LEP students from the retention  
12 provision. The LEP student may be recommended for promotion  
13 based on at least 3 good cause considerations such as educational  
14 background, academic ability in home/native language, number of  
15 years in the U.S., current academic progress corresponding to the  
16 language arts through ESOL manual, acculturation to new culture,  
17 home support, age appropriateness, and mobility.

18  
19 (5) Retention of LEP students *Revised 6/27/00*

20  
21 a. An LEP student can be retained when there is lack of academic  
22 progress in grade level concepts and skills as stated in Section  
23 I,M(4) a.

24  
25 b. The LEP committee shall meet to document the evidence  
26 indicating lack of academic progress and to recommend retention.  
27 The parent/guardian shall be invited to attend.

28  
29 c. The teacher(s) must show extensive documentation of the ESOL  
30 strategies used to provide the student with understandable  
31 instruction.

32  
33 d. The reason for retention must not imply the student needs an extra  
34 year to learn English or that the under-performance is due to the  
35 child's limited English proficiency.

36  
37 (6) Guidelines for grading and reporting academic progress of LEP students  
38 *Revised 6/27/00*

39  
40 a. The course grade and academic progress of LEP students will be  
41 based on the results of teacher observation, alternative assessments,  
42 and modified tests used to assess the understandable instruction  
43 provided through the use of ESOL teaching strategies, appropriate  
44 instructional materials, and curriculum modifications.

45  
46 b. If there is a continued pattern of failure in classroom performance  
47 and assessments, the LEP committee shall meet to review the



1 reasons for the student's lack of progress. The reason(s)  
2 documented for the academic under-performance of an LEP student  
3 cannot imply that he/she needs an extra year to learn English or that  
4 it is due to the student's lack of English proficiency.  
5

6 The following documentation needs to be in the student permanent  
7 records:  
8

- 9 1. Documentation of the ESOL strategies used by the ESOL  
10 language arts and basic content area teacher(s) to provide  
11 understandable instruction, including the alternative  
12 assessment instruments and test modifications used to  
13 evaluate the student's academic progress.  
14
- 15 2. The instructional support requested by the teacher(s) to  
16 provide additional assistance for the student from the ESOL  
17 Compliance Specialist and/or the ESOL/bilingual tutorial  
18 services available at the school.  
19
- 20 3. The records of parental contacts or attempts made to inform  
21 the parent/guardian of the student's under-performance.  
22 When applicable, copies of the deficiency reports signed by  
23 the student and parent/guardian. Notices to parent/guardian  
24 of LEP students must be provided in the home/native  
25 language, whenever feasible.  
26

- 27 c. The reason for the academic under-performance of an LEP student  
28 must not imply that he/she needs an extra year to learn English or  
29 that it is due to the student's lack of English proficiency.  
30

## 31 **II. Elementary Promotion and Placement**

- 32
- 33 A. A screening program for all kindergarten students will be administered yearly.  
34 For LEP students, the screening shall be provided in an understandable manner  
35 through modeling or using the primary language, whenever feasible. Results of  
36 this screening will identify students who will be considered for further screening  
37 and psychological testing to determine if special placement is indicated.

38 *Amended 6/29/93 & 6/27/00*  
39

- 40 B. Required Program of Study - Grades K-5  
41

42 Grades K-5 promotion should be based on successful progress as indicated by  
43 report cards, District and State assessments, daily assignments, teacher  
44 observation, satisfactory performance in the grade level curriculum, and other  
45 data. For LEP students, see section I,M(2,3). *Amended 6/15/99 & 6/27/00*  
46



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- (1) The following areas of study are required for each student, K-5: Language Arts, Mathematics, Science/Health, and Social Studies,
- (2) Elementary schools are required to provide instruction in a character-development program,
- (3) Additional courses of studies may include, but shall not be limited to:  
*Amended 6/27/00*

- Art
- Career Education
- Computers
- Conservation of natural resources
- Developmental Physical Education
- Free Enterprise, Consumer and Economic Education
- Foreign Language
- 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

1 C. Remediation and Retention *Adopted 6/27/00*

2  
3 Students in grades 1-5 who are identified as being considerably or substantially  
4 below grade level in reading, writing, mathematics and/or science must receive  
5 remediation and may be retained. However, students whose test scores and  
6 classroom performance indicate that they are almost at grade level may be  
7 promoted with close monitoring or promoted with an AIP.

8  
9 The following options are available for students who have not met the levels of  
10 performance for pupil progression:

- 11  
12 (1) Remediate before the beginning of the next school year and promote;
- 13  
14 (2) Promote and remediate during the following year with more intensive  
15 intervention and remediation strategies identified in the Academic  
16 Improvement Plan;
- 17  
18 (3) Retain and remediate using an alternative program of instructional  
19 delivery.

20  
21 D. Mandatory Retention *Adopted 6/27/00*

22  
23 No student may be assigned to a grade level based solely on age or other factors  
24 that constitute social promotion. *Adopted 6/19/01*

25  
26 Students in grade 4 who have received remediation for reading in grades 1, 2, 3,  
27 or 4 AND who score at achievement Level 1 on the grade 4 FCAT tests with  
28 performance tasks AND who have a rank below the 25<sup>th</sup> percentile in the FCAT  
29 norm-referenced tests in reading comprehension must be retained.  
30 *Amended 6/19/01*

31  
32 Students in grades 3 and 5, who score 3 or above on a 6-point scale on a school  
33 administered and scored writing assessment will be considered proficient.  
34 *Adopted 6/19/01*

35  
36 Students who score 3 or above on a 6 point scale on the FCAT writing test at  
37 grade 4 will be considered proficient. (For LEP students, see section I,M(5).  
38 *Adopted 6/19/01*

39  
40 Retention decisions will not be made on a single test score. (For LEP students, see  
41 section I,M(5). *Adopted 6/19/01*

42  
43 Grade 4 students may be exempted from mandatory retention by the School Board  
44 for good cause.



1 E. Exemption from Mandatory Retention (Good Cause) in Grade 4. *Adopted 6/27/00*

2  
3 The School Board may exempt a student from mandatory retention at grade 4 for  
4 good cause. One of the following conditions for exemption from mandatory  
5 retention must exist:

- 6  
7 (1) Previous Retention - A student who has been retained prior to the current  
8 school year and has been in an intensive remedial program in reading, as  
9 defined by the Pupil Progression Plan, for two or more years may be  
10 exempt. This exemption may take place if it has been determined that the  
11 student's academic progress can only occur as a result of promotion to an  
12 alternative program of instruction that is significantly different from that  
13 which has been availed to the student and this program will be provided to  
14 the student.
- 15  
16 (2) Recommendation from a Multidisciplinary Team - A student who is  
17 currently enrolled in or has been referred to Child Study for placement in  
18 an approved special program (LEP, ESE, 504) may be exempt. This  
19 recommendation must contain comprehensive documentation from the  
20 multidisciplinary team meeting supporting the rationale for the student's  
21 exemption.
- 22  
23 (3) Academic Performance - When multiple measures demonstrate that state  
24 assessment results are not indicative of the student's level of academic  
25 performance then the student may be exempt. Multiple measures may  
26 include, but are not limited to: Stanford 9, Osceola Writes, and other  
27 diagnostic instruments used at the school or District level.

28  
29 **III. Middle School Promotion and Placement**

30  
31 **A. General Academic Requirements**

32  
33 Middle school students will receive instruction in grades six through eight in the  
34 following basic subjects: (For LEP students, see section I,M(2,3).  
35 *Amended 6/15/99 & 6/27/00*

- 36  
37 (1) Three years in mathematics.
- 38  
39 (2) Three years in communications, which will include experiences in reading,  
40 writing, speaking and listening.
- 41  
42 (3) Three years of science, which will include instruction in life science, earth  
43 science and physical science.
- 44  
45 (4) Three years in social studies, which will include the study of the United  
46 States and world geography, civics, and Florida history.
- 47

1 (5) The opportunity to enroll in physical education courses, which will be  
2 regularly scheduled each year by each school.

3  
4 (6) A series of experiences will be provided for student development through  
5 exposure to courses selected from, but not limited to, the following:  
6 *Amended 6/29/93*

7  
8

Agriculture	Health
Art	Technology Education
Band	Law
Business	Music
Career Education	Public Service
Consumer Education	Reading
Foreign Language	Writing Skills

9  
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22 (7) One semester of Health or Personal Development shall be required for  
23 students at the seventh or eighth grade, unless a middle school principal  
24 elects to cover district health performance standards in a science course  
25 and the following criteria are met: *Amended 6/30/92 & 6/29/93*

- 26  
27 a. The science teacher involved is certified in both science and health,  
28 and  
29  
30 b. A letter of explanation is sent to the Superintendent prior to the  
31 beginning of the school year. The letter must be signed by the  
32 principal and the teacher and must ensure that all student  
33 performance standards for both the science and the health courses  
34 will be met.  
35

36 (8) In addition to the courses identified above, students must master basic  
37 skills in the area of computer literacy. *Amended 7/21/98*

38  
39 (9) Students who attend grades seven and eight in Osceola County may elect  
40 to take, if offered, high school (dual enrollment) courses at the middle  
41 school provided the courses are taught by teachers holding appropriate  
42 certification in the subjects offered. The textbook, the district performance  
43 standards, and the grading policy shall be the same as for the high school  
44 course. These dual enrollment classes must be level II or above as outlined  
45 in The Florida Course Code Directory. Dual enrolled students must  
46 adhere to high school attendance requirements for receiving credit. In  
47 order to receive high school credit, the student must earn a final grade of  
48 an "A" or "B". *Amended 6/30/92, 6/29/93, 7/21/98 & 6/15/99 & 6/19/01*



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B. Promotion

(1) General Requirements *Amended 6/27/00*

All students must pass five (5) subjects per grade level including language arts, mathematics, science and social studies. 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.

Beginning with the 1999-2000 school year, students will be retained in the same grade if: (For LEP students, see section I,M(4)(d)): *Amended 6/27/00*

- (a) As sixth grade students, they fail to receive five (5) grade points, out of a possible sixteen (16) in each academic subject areas.
- (b) As seventh grade students, they fail to earn five (5) grade points, out of a possible sixteen (16), in each academic subject area.
- (c) As eighth grade students, they fail to earn six (6) grade points, out of a possible sixteen (16), in each academic subject area
- (d) Students not meeting the above criteria for promotion may earn promotion by successfully completing a summer remediation or testing program as provided at their school. Students who are not successful with the provided opportunity are to be retained. *Amended 7/2/96 & 6/15/99*

(2) Remediation Programs *Amended 7/21/98, 6/15/99 & 6/27/00*

Students who do not successfully master all of the materials necessary for promotion will be provided an Academic Improvement Plan. (For LEP students, see section I,M(4)). *Amended 6/30/92, 7/2/96 & 6/15/99*

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 assistance in one or more areas of mathematics, reading, writing, and/or study skills will be required to complete an intensive summer program at the high school designed to provide students with skills needed to be successful in high school. Upon successful completion of the summer program students will receive 1.5 elective high



1 school credits. Students who fail to master needed skills in the summer  
2 school will continue in the program during the fall semester.

3  
4 Parents of students who have been retained or identified as needing  
5 remediation may contract with state certified teachers or enroll students in  
6 an approved remedial program to teach individual students in lieu of  
7 attendance in a remedial school program. However, if the parent chooses  
8 this option, he or she must notify the child's school principal in writing  
9 within fifteen (15) days after the AIP conference. Such students will be  
10 required to pass a school-approved exam. *Amended 7/2/96*

11  
12 (3) Retention and Acceleration *Amended 6/15/99, 6/27/00 & 6/19/01*

13  
14 No student may be assigned to a grade level based solely on age or other  
15 factors that constitute social promotion.

16  
17 An appropriate placement, which differs from the present placement, must  
18 be considered for a student who has been retained two or more years.

19  
20 Students classified as retained after the summer programs will be eligible  
21 for such placement. Recommendation for placement is to be determined  
22 on an individual basis considering:

- 23  
24 a. Teacher recommendations  
25  
26 b. Parent recommendations  
27  
28 c. Test scores – FCAT with performance tasks – Stanford nine,  
29 FCAT norm – referenced test  
30  
31 d. Child study assessment.  
32  
33 e. LEP committee recommendation for LEP students.

34  
35 Eighth (8<sup>th</sup>) grade students who are placed in the ninth grade will be  
36 enrolled in a mandatory remediation program.

37  
38 Eighth (8<sup>th</sup>) grade students promoted to the ninth (9<sup>th</sup>) grade may take  
39 courses during the regular summer school for acceleration.

40  
41 **IV. High School Grade Classification and Graduation Requirements**

42  
43 To graduate from high school a student must, meet all the requirements of this  
44 plan, demonstrate mastery of the Student Performance Standards (229.565, F.S.)  
45 and meet all requirements established by the Florida Department of Education and  
46 the School Board of Osceola County.  
47



1 Seniors participating in high school graduation ceremonies shall have completed  
2 all requirements for graduation as set forth in this Pupil Progression Plan. Seniors  
3 receiving a Certificate of Completion or a Special Certificate of Completion will  
4 also be eligible to participate in the ceremonies. *Amended 6/28/94*

5  
6 Graduation ceremonies will be scheduled at the end of the regular academic year  
7 and at the close of the second summer session each year.

8  
9 Students enrolled in a District K-12 dropout prevention program and earning a  
10 GED equivalency diploma may participate in the graduation ceremony of the high  
11 school in their attendance zone. *Amended 7/23/91*

12  
13 Beginning with the 1999-2000 school year, incoming ninth grade students who  
14 fail to master needed skills in the summer school program will continue in the  
15 program during the fall semester. *Adopted 6/27/00*

16  
17 A. Grade Classification

18  
19 A student, including an LEP student, will be placed in accordance with the  
20 number of credits earned by the beginning of the school year. *Amended 6/27/00*

- 21  
22 (1) A student must have earned 5 credits (6 credits, 4X4 schedule) and have a  
23 2.0 G.P.A. to be classified as a sophomore. *Amended 6/15/99 & 6/27/00*
- 24  
25 (2) A student must have earned 11 credits (14 credits, 4X4 schedule) and have  
26 a 2.0 G.P.A to be classified as a junior. *Amended 6/15/99, 6/27/00 &*  
27 *6/27/00*
- 28  
29 (3) A student must have earned 18 credits (22 credits, 4X4 schedule) and have  
30 a 2.0 G.P.A to be classified as a senior. *Amended 6/15/99 & 6/27/00*
- 31  
32 (4) Students who transfer into Osceola County from public schools shall be  
33 classified according to their grade placement at the school from which they  
34 transfer. Thereafter they will follow classification as set up by Osceola  
35 County except for those students who transfer as seniors.
- 36  
37 (5) In order to receive a diploma from an Osceola County high school, all  
38 students who attend school in Florida as ninth or tenth graders will be  
39 required to earn one half credit in Life Management Skills and beginning  
40 with the 1999-2000 ninth grade class, one credit in physical education,  
41 which will include one-half credit in Personal Fitness.  
42 *Amended 7/23/91, 7/21/98 & 6/19/01*
- 43  
44 (6) All transfer students will be expected to attempt to earn a minimum of  
45 three (3) credits per semester in the year of their transfer; however, no  
46 requirement for specific course work will be retroactive except as stated  
47 above.



1  
2 The requirements of the School Board shall not be retroactive for transfer  
3 students provided the student has met all requirements of the school,  
4 school district or state from which he/she is transferring (6A-1.095)  
5 *Adopted 6/30/92 & Amended 6/27/95*  
6

7 Students will be limited to the transfer of no more than four high school  
8 credits earned prior to entry into the ninth grade. Such credits must have  
9 been earned at the seventh and eighth grade levels and follow Pupil  
10 Progression Plan rule III A(9). *Adopted 6/30/92 & Amended 6/27/95*  
11 *& 7/21/98*  
12

- 13 (7) Students may be promoted to the next grade at the end of the first semester  
14 of a school year provided they have earned the following number of credits  
15 and have maintained a 2.0 G.P.A.: *Adopted 7/23/91, Amended 6/15/99 &*  
16 *6/27/00*  
17

18           Sophomore - 8 credits           (10 credits, 4X4 schedule)

19           Junior       - 14 credits       (18 credits, 4X4 schedule)

20           Senior       - 21 credits       (26 credits, 4X4 schedule)

- 21  
22  
23  
24 (8) Seniors who have earned 24 credits (30 credits, 4X4 schedule) by the end  
25 of the first semester in a given school year may pursue one of the  
26 following options:  
27 *Adopted 7/23/91*  
28

29 a. Graduate at the end of the first semester. (Students will receive  
30 their diplomas and be permitted to participate in graduation  
31 ceremonies at the end of the second semester.)  
32

33 b. Participate in the dual enrollment program at Valencia Community  
34 College or at TECO, if they qualify. *Amended 6/27/00*  
35

36 c. Remain at the high school to pursue advanced academic and/or  
37 vocational studies.  
38

39 B. Requirements for Graduation           *Amended 6/30/92 & 7/29/97*  
40

- 41 (1) Credits needed for graduation - 24  
42

43 NOTE: Enhanced credit requirements are in place for those students who  
44 attend high schools in which the 4-year (not including summer school)  
45 credit earning potential is greater. Guidelines are available at individual  
46 high schools. *Adopted 6/15/99, Amended 6/19/01*  
47



1 The courses listed below shall include the requirements of Sections  
2 233.061 and 232.246, Florida Statutes. (For LEP students see Section  
3 I,M(2,3)). The 24 credits shall be distributed as follows: *Amended 6/27/00*

4  
5 Language Arts Four (4) credits

6  
7 Mathematics Three (3) credits *Amended 8/6/96*  
8 Algebra 1 or Equivalent or  
9 a higher level mathematics  
10 course  
11 [Effective for incoming 9<sup>th</sup>  
12 graders 1996-97 and thereafter]

13  
14 Science Three (3) credits:  
15 Two of which must include  
16 laboratory components

17  
18  
19 Social Studies Three (3) credits  
20 World History (1)  
21 American History (1)  
22 American Govt. (1/2)  
23 Economics (1/2)

24  
25  
26 Physical Education One credit (to include one half (1/2)  
27 credit of Personal Fitness) Effective  
28 for incoming 9<sup>th</sup> graders 1999-2000  
29 and thereafter.  
30 *Amended 7/21/98 & 1/16/01*

31  
32 Shall be deemed 9<sup>th</sup> and 10<sup>th</sup> grade courses.

33  
34 Participation in an interscholastic sport, at the junior varsity, or varsity  
35 level for two full seasons, shall satisfy the one credit requirement for  
36 Physical Education if the student passes a competency test on personal  
37 fitness with a score of "C" or better; however, participation may not be  
38 used to satisfy the credit requirement. Students must still satisfy the 24-  
39 credit requirement for graduation; but will not be required to meet the one  
40 (1) credit requirement in physical education. The Physical Education  
41 credit cannot be required of ninth grade students. *Adopted 7/29/97, Amended 7/21/98*

42  
43  
44 Life Management Skills/ Health One-half (1/2) credit

45  
46 Shall be deemed 9<sup>th</sup> and 10<sup>th</sup> grade courses.  
47

1  
2 Practical Arts/Performing  
3 Fine Arts One (1) credit  
4

5 In order to meet this requirement, students may earn:  
6

7 One credit in Practical Arts Vocational Education or Exploratory  
8 Vocational Education:  
9

10 OR  
11

12 One credit in Performing Fine Arts:  
13

14 OR  
15

16 One-half (1/2) credit each in Practical Arts, Vocational Education  
17 or Exploratory Vocational Education and Performing Fine Arts.  
18

19 Practical arts may be fulfilled by any secondary or eligible  
20 postsecondary course in the Vocational Section or by substituting  
21 one of the basic Computer Education Courses or Journalism II, III  
22 or IV on a curriculum equivalency basis.  
23

24 No more than one (1) credit in Exploratory Vocational courses may be used  
25 for credit toward high school graduation.  
26

27 Electives: Eight and one-half (8 1/2) credits *Amended 7/21/98 &*  
28 *6/27/00*  
29

30 Beginning with the 1996-97 school year, incoming 9<sup>th</sup> grade students will  
31 be required a grade point average of 2.0 on a 4.0 scale for twenty-four (24)  
32 credits used to meet the state graduation requirements. *Amended 8/6/96*  
33

34 All students must maintain a cumulative grade point average of 2.0 on a  
35 4.0 scale as required by Florida Statutes 232.246(1). Parents of students  
36 who have cumulative grade point averages less than 0.5 above the required  
37 graduation level shall be notified that the student is at risk of not meeting  
38 the graduation requirements. This notification shall be in the form  
39 provided in the District approved reporting procedures. *Adopted 7/29/97,*  
40 *Amended 6/19/01*  
41

42 Each student is entitled to "...13 consecutive years of instruction,  
43 beginning with kindergarten, ..."  
44

45 Students entering the ninth (9th) grade in 1999-2000 must pass the Florida  
46 Comprehensive Assessment Test. Students who were ninth (9th) graders  
47 prior to 1999-2000 must either pass the High School Competency Test



1 (HSCT) or achieve a passing score on the Florida Comprehensive  
2 Assessment Test, which exempts the student from the High School  
3 Competency Test. *Amended 6/15/99 & 6/27/00*

4  
5 (2) A student may not enroll in Level I courses unless the assessment of the  
6 student indicates that a more rigorous course of study would be  
7 inappropriate, in which case, a written assessment of the need must be  
8 included in the student's individual education plan or in a student  
9 performance plan signed by the principal, the guidance counselor, and the  
10 parent. *Adopted 7/29/97*

11  
12 (3) For those students at each grade level in grades 9 through 12 who have  
13 attained a cumulative grade point average at or below the minimum  
14 required for graduation, the following options will be made available. The  
15 programs offered include provisions for assisting students at or below the  
16 required cumulative grade point average to achieve the required  
17 cumulative grade point average for promotion or for graduation.  
18 *Adopted 7/29/97, Amended 6/27/00 & 6/19/01*

19  
20 a. Students who have completed more than 8 1/2 elective credits (9  
21 for students entering prior to 1998-99) may choose to have the  
22 lowest elective grades of those courses in excess of the 24 credits  
23 required for graduation dropped before the computation of their  
24 final GPA. *Adopted 7/29/97, Amended 6/27/00 & 6/19/01*

25  
26 b. Students entering ninth (9<sup>th</sup>) grade prior to 2000-2001 who earn  
27 any grade other than an "A" may retake the course to improve their  
28 skills, grade, and G.P.A. Students entering ninth (9<sup>th</sup>) grade in  
29 2000-2001 and thereafter who earn grade of "D" or "F" may retake  
30 the course to improve their skills, grade, and GPA. The "D" or "F"  
31 grade may be replaced with a grade of "C" or higher. The highest  
32 grade earned will be used to calculate the cumulative grade point  
33 average. Credit toward graduation can only be awarded once.  
34 *Adopted 7/29/97 & 1/16/01*

35  
36 c. Students who have not attained the required grade point average  
37 are eligible to attend summer school in an attempt to raise the  
38 cumulative grade point average. *Adopted 7/29/97*

39  
40 (4) Eighth (8) grade students may enroll in an approved course designated as a  
41 9<sup>th</sup> - 12<sup>th</sup> grade course by the current course code directory, and will be  
42 classified as a high school student for the period of time involved.  
43 Students earning credit through such high school courses will be credited  
44 with meeting the requirements designated in the district Pupil Progression  
45 Plan as required for promotion for the appropriate pre-ninth grade  
46 course(s). In order to receive high school credit, the student must earn a  
47 final grade of an "A" or "B". *Amended 7/29/97 & 6/27/00*



1  
2 (5) Students entering the ninth (9<sup>th</sup>) grade prior to 2000-2001 who earn any  
3 grade other than an "A" may retake the course to improve their skills,  
4 grade, and G.P.A. Students entering the ninth (9<sup>th</sup>) grade in 2000-2001  
5 and thereafter who earn a grade of "D" or "F" may retake the course and  
6 replace the "D" or "F" grade with a grade of "C" or higher. The highest  
7 grade earned will be used in calculating the grade point average. Credit  
8 toward graduation can only be awarded once.

9 *Amended 7/23/91, 7/29/97, 6/27/00 & 1/16/01*

10  
11 (6) All high schools will utilize a Pacer Scale for honors courses as a means to  
12 determine senior class rank and valedictorian/salutatorian selections.  
13 These determinations will be made at the end of the eighth semester and  
14 will include all high school courses taken. Pacer Points will be assigned  
15 based upon the Grading Scale adopted by the School Board. High schools  
16 will assign the Pacer Points to dual enrollment college courses and to all  
17 level 3 courses as defined in the Course Code Directory except level 3  
18 courses in physical education. Pacer Points will not be used when  
19 determining the 2.0 grade point average required for graduation, or the  
20 final grade point average. *Adopted 7/29/97, Amended 6/15/99, 6/27/00 &*  
21 *6/19/01*

22  
23 C. Curriculum Frameworks-Grades 9-12 Basic and Adult Education

24  
25 A curriculum framework is a broad guideline which directs district personnel by  
26 providing specific instructional plans for a given subject or area of study and is  
27 consistent with the Course Code Directory. Curriculum frameworks are contained  
28 in the publication "Curriculum Frameworks for Grades 9-12, Adult Basic  
29 Program". This publication is on file at each high school and the district office.

30  
31 The above frameworks include the Exceptional Student Education Courses and  
32 the Vocational Courses.

33  
34 D. Student Performance Standards

35  
36 Student Performance Standards have been developed cooperatively with district  
37 personnel for the intended outcomes specified in each curriculum and are also on  
38 file at each high school and the district office.

39  
40  
41 Students must show mastery of the performance standards before credit for course  
42 is awarded. Upon successful completion of the course, with at least seventy per  
43 cent (70%) proficiency, students will have demonstrated mastery. Student  
44 mastery will be assessed through the use of teacher observation, classroom  
45 assignments and examinations (for LEP students see Section I,M(3)). Students  
46 must also meet the attendance requirement as set forth in section 6.2.1.E or F of  
47 School Board Rules. *Amended 7/21/98 & 6/27/00*



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E. Home Instruction

As provided by Florida Statute 232.02(1) parents may choose to place their children in a home instruction program in lieu of public school. The requirements of the law will be monitored through the office of Student Services.  
*Revised 7/23/91, Amended 7/21/98 & 6/27/00*

(1) Florida Statute, section 232.0201 states that it is the responsibility of the parent to provide a written evaluation of the home-schooled student's progress. With respect to the awarding of high school credit, the Superintendent agrees to the following stipulations:  
*Revised 9/17/96, Amended 7/21/98*

a. The student must present to the school principal a listing of the specific courses for which credit is requested. Credits earned through institutions affiliated with the following accrediting agencies will be accepted at face value as long as those courses can be aligned with the Florida Course Code Directory:

- The Southern Association of Colleges and Schools
- The Middle States Association of Colleges and Schools
- The New England Association of Colleges and Schools
- The North Central Association of Colleges and Schools
- The Northwest Association of Colleges and Schools
- The Western Association of Colleges and Schools

Such affiliation must be validated through appropriate documentation, which will remain on file in the Office of Student Services.

b. Credits earned from a non-accredited institution may be granted under the following conditions: *Revised 7/21/98*

1. Courses can be aligned with the Florida Course Code Directory.
2. Student must produce a portfolio for the course in which student is requesting credit which has been reviewed by a Florida certified teacher in that subject area.
3. The student must pass a comprehensive subject level examination with a minimum score of 70%.

1  
2 In cases where there is no corresponding subject level  
3 examination, the student must pass an appropriate high  
4 school level final examination with a minimum score of  
5 70%. The final examination must be prepared by a Florida  
6 certified teacher currently employed by the Osceola School  
7 Board and teaching said course at the high school level.

8 It will be the responsibility of the student's parents or  
9 guardians to procure, schedule, and locate qualified  
10 teachers to conduct evaluations for home-schooled courses  
11 for which credit is requested.

12  
13 Examinations for the purpose of earning credit may be  
14 attempted two (2) times. Failure to pass an examination for  
15 a second time will require the student to enroll in his home  
16 zoned school and complete the course for which credit was  
17 requested.

18  
19 A student enrolling in an Osceola County high school from  
20 home education cannot transfer earned credits in excess of  
21 the number of credits that student could normally earn per  
22 year in the student's home-zoned school.

23  
24 The School District of Osceola County is not authorized to  
25 provide regular high school diplomas to students who  
26 complete a high school course of study as a home education  
27 student. In order to earn a regular high school diploma  
28 from the District, the student must be enrolled as a full-time  
29 student for the entire semester prior to the expected date of  
30 graduation and have successfully completed all other  
31 graduation requirements as outlined in school Board policy.

32  
33 c. Students who request credit according to the above stipulations  
34 shall be classified according to age/grade appropriate placement.  
35 Any courses requested for credit must align with the graduation  
36 requirements and be contained within the maximum number of  
37 credits allowable under the District adopted Pupil Progression  
38 Plan. *Adopted 9/17/96*

- 39  
40 (2) Students who expect to earn Summer School credit in a home instruction  
41 program must be registered with the Superintendent by the end of the first  
42 grading period (second week) of summer school.
- 43  
44 (3) Home education students may participate in dual enrollment, vocational  
45 dual enrollment and early admission. Credit by examination is available  
46 through approved correspondence courses. The home education student is  
47 responsible for his/her instructional materials and transportation unless



1 provided for otherwise. The enrollment shall be in accordance with the  
2 guidelines established by the Community Colleges and State Universities.  
3 *Adopted 7/2/96*

4  
5 (4) Home education students are eligible to participate in interscholastic  
6 extracurricular student activities. Guidelines for participation will be  
7 established pursuant to 232.425, F.S. and will be made available to home  
8 education students choosing to participate in interscholastic extracurricular  
9 activities. *Adopted 7/2/96*

10  
11 (5) Students who are participating in a home instruction program in  
12 accordance with Florida Statutes, section 232.02(1)(4), may be admitted to  
13 the public school on a part-time basis. *Adopted 9/17/96*

14  
15 a. Students in home education who wish to attend public school must  
16 meet the same registration requirements as full-time students, and  
17 enroll for and attend at least one (1) regularly scheduled class  
18 period at the zoned school. Such students must register prior to the  
19 start of the semester they will attend. Full-time students will be  
20 given priority in course registration. Home-schooled students who  
21 are excluded from a class/course at their zoned school due to space  
22 limitations may attend another school if space in that class/course  
23 is available. *Adopted 9/17/96, Amended 6/19/01*

24  
25 b. The Board is not responsible for the transportation of students in a  
26 home education program to or from the school. The school  
27 principal will establish the time and place for arrival and departure  
28 of home education students. Students who attend school on a part-  
29 time basis are subject to all applicable rules and regulations  
30 pertaining to full-time students. *Adopted 9/17/96*

31  
32 (6) Students who wish to participate in the Florida Comprehensive  
33 Assessment Test (FCAT) may do so under the following conditions:  
34 *Adopted 6/19/01*

35  
36 a. Home education students may take the FCAT only at the school for  
37 which they are zoned.

38  
39 b. Home education students must abide by all rules of the Student Code  
40 of Conduct while on any Osceola County school campus. Failure to do  
41 so will result in the removal of the student from the campus and loss of  
42 testing privileges.

43  
44 c. Home instruction parents must notify the appropriate school(s) of their  
45 intention to participate in testing at least (2) weeks in advance of the  
46 scheduled assessment.  
47



1 F. Cumulative Grade Point Average

2  
3 All students will be required to maintain an overall grade-point average of 2.0 on  
4 a 4.0 scale. *Amended 7/2/96, 9/17/96, 7/21/98, 6/27/00, & 6/19/01*

5  
6 Auth: 230.23 (6) (a) (b) Imple: 232.246

7  
8 G. Challenger Learning Center - Grade Levels 9-12 *Amended 6/30/92*

9  
10 This is a program specifically designed for school dropouts, in order to provide  
11 them with a vehicle to complete a high school program; or in some instances, to  
12 assist those students into reentering a regular high school setting, once they have  
13 completed some credit requirements. (For LEP students, see Section I,M(2).  
14 *Amended 6/27/00*

15  
16 A total of 24 credits must be earned for graduation. These credits are described in  
17 section IV B.

18  
19 This is a competency-based program with students demonstrating mastery of the  
20 student performance standards. Elective credits for related work experience (OJT)  
21 in this program are earned on the same basis as in the regular day-school  
22 vocational programs.

23  
24 Only students who have been withdrawn from school for a minimum of nine  
25 school weeks are eligible for placement in this program. Exceptions to this  
26 placement may be approved, based on extenuating circumstances, by a three-  
27 member committee of administrators and/or placement by the Superintendent or  
28 School Board. A cooperative effort between the Instructional Department and  
29 Student Services will provide the guidance and scheduling for student placement  
30 and follow-up. Students must agree to attend a minimum of 15 hours per week of  
31 classroom instruction during the regular school year. *Amended 6/27/00 &*  
32 *6/19/01*

33  
34 Students must:

- 35  
36 (1) Earn twenty-four credits as stated above with a 1.5 G.P.A., for  
37 those courses taken before 1996-97, *Amended 6/15/99*
- 38  
39 (2) Maintain a grade point average of 2.0 on a 4.0 scale for all  
40 courses taken beginning with the 1996-97 school year and  
41 thereafter. *Adopted 9/17/96, Amended 6/15/99 & 6/19/01*
- 42  
43 (3) Pass all necessary parts of the High School Competency Test or  
44 reach the score on the Florida Comprehensive Assessment Test  
45 that will exempt the student. *Amended 6/15/99*
- 46



1 An articulation meeting will be arranged for the students wishing to re-enter the  
2 regular high school program. *Amended 6/19/01*

3  
4 Although this program is designed to provide students with a non-traditional  
5 school setting in order to meet individual needs, the school district Code of  
6 Student Conduct is in effect and School Board Rules governing student conduct  
7 will be followed.

8  
9 **V. Types of Diplomas**

10 Students in Osceola County Schools may earn the following types of diplomas:  
11 *Amended 6/15/99 & 6/27/00*

- 12 (1) Regular
- 13
- 14 (2) Regular - GED Exit Option
- 15
- 16 (3) Special
- 17
- 18 (4) Certificate of Completion
- 19
- 20 (5) Special Certificate of Completion
- 21
- 22 (6) Adult High School Diploma
- 23
- 24 (7) College Ready Diploma
- 25
- 26 (8) Florida High School Diploma (G.E.D.)
- 27
- 28 (9) Adult Special High School Diploma *Adopted 9/17/96*
- 29
- 30

31  
32 A. A Regular Diploma shall be issued to students who meet the conditions set forth  
33 in this Pupil Progression Plan section IV, except for those students who  
34 successfully enroll in and complete the GED Exit Option Program. This must  
35 include passing the High School Competency Test (HSCT) or achieving an  
36 acceptable score on the Florida Comprehensive Assessment Test. *Amended*  
37 *7/23/91 & 6/27/00*

38  
39 B. A Regular Diploma-GED Exit Option shall be issued to students who meet the  
40 conditions set forth in the Pupil Progression Plan. *Adopted 6/27/00*

41  
42 (1) Requirements

43  
44 To meet the requirements for a regular high school diploma under the  
45 GED Exit Option, a student shall meet the program eligibility criteria and  
46 be enrolled in a Dropout Program, Teenage Parent, Department of Juvenile  
47 Justice or Second Chance School Program; currently be enrolled in a high

1 school or alternative program; be a minimum of 16 years of age;  
2 demonstrate a 9.0 or above reading level as measured by a state-approved  
3 assessment instrument, pass the HSCT or FCAT or demonstrate successful  
4 completion by the end of the programmatic year; and shall not be eligible  
5 to graduate before the date of the class with whom a student enters  
6 kindergarten.

7  
8 (2) Attendance

9  
10 Meet attendance requirement

11  
12 (3) Curriculum

13  
14 Students must be enrolled in a minimum of six courses throughout the  
15 academic year. The courses must include the following:

- 16  
17 a. Applied Communications  
18  
19 b. Economics/American Government  
20  
21 c. Algebra, Algebra 1a or Applied Math I.  
22  
23 d. Any combination of a secondary or postsecondary technology or a  
24 vocational course of study, career preparation or on-the-job  
25 training

26  
27 Students must complete the prescribed program in order to obtain a regular  
28 high school diploma through the GED Exit Option Program as well as  
29 complete a career portfolio. All students obtaining a regular diploma  
30 under the GED Exit Option must successfully pass the GED Test and the  
31 HSCT. A grade point average (GPA) of 2.0 or above must be maintained  
32 in the coursework taken through the GED Exit Option Program.

33  
34 C. Special Diploma

35  
36 1. Option I *Amended 7/23/91, 6/28/94 & 7/21/98*

37  
38 A Special Diploma shall be awarded to properly classified Educable  
39 Mentally Handicapped, Trainable Mentally Handicapped, Profoundly,  
40 Mentally Handicapped, Hearing Impaired, Specific Learning Disabled,  
41 Emotionally Handicapped, Physically Handicapped whose ability to  
42 communicate orally or in writing is seriously impaired. Students must also  
43 master the Revised Performance Standards according to assigned State  
44 performance levels.

45  
46 These performance standards must be documented by the exceptional  
47 student teacher starting when the student is initially placed into an



1 exceptional Student Education program and progressing through  
2 graduation from high school. Specific grade levels for completion are  
3 given to designate when the child should master the appropriate  
4 competency. *Amended 7/21/98*

5  
6 The Revised Student Performance Standards for Exceptional Students  
7 Tracking Form should be used for students that will be graduating from  
8 high school. Any exceptional student excluding Visually Impaired who  
9 has acquired appropriate credit for a regular high school diploma, but did  
10 not pass the High School Competency Test can be issued an Option I  
11 special diplomas. *Amended 7/21/98*

12  
13 Beginning with the 2000-2001 ninth (9th) grade class, a student must  
14 demonstrate competency in the Sunshine State Standards at the expected  
15 levels of functionality as identified by the IEP team. *Adopted 6/27/00*

16  
17 2. Option II *Adopted 7/21/98*

18  
19 A Special Diploma Option II shall be awarded to any exceptional student,  
20 excluding visually impaired, who demonstrates mastery of specified  
21 employment and community competencies. The student may graduate  
22 with more or less than four years of attendance in grades 9-12. This  
23 student must satisfactorily complete the equivalent of eleven credits as  
24 specified and be employed full-time at least 25 hours per week in a  
25 community based job for a minimum of one semester unless the student is  
26 placed in supported competitive employment. In such cases the student  
27 must be employed for the equivalent of one semester. The student's  
28 Individual Education Plan and training plan shall be developed to identify  
29 job specific competencies.

30  
31 The student must also be at least sixteen (16) years of age to be considered  
32 for this option and shall be at least eighteen (18) years of age to graduate.

33  
34 Option 2 does not require mastery of the Sunshine State Standards.  
35 *Amended 6/27/00*

36  
37 D. A Certificate of Completion shall be issued to all students who acquire  
38 appropriate credits for a high school diploma, but do not pass the High School  
39 Competency Test. *Amended 7/23/91*

40  
41 E. A Special Certificate of Completion shall be issued to an eligible exceptional  
42 education student who meets the requirements for his exceptionality, but is unable  
43 to meet the appropriate special state minimum requirements.

44  
45 F. Adult High School Diploma *Amended 7/23/91 & 7/29/97*

46  
47 Adult students completing all established credit requirements receive a Regular  
48 Adult High School Diploma. *Amended 6/27/00*



1  
2 G. College Ready Diploma *Adopted 6/15/99*

3  
4 Students who meet the following requirements will be awarded a differentiated  
5 college-ready diploma:  
6

- 7 (1) Complete the requirements for a standard high school diploma as  
8 prescribed by s.232.246. Among courses taken to fulfill the 24-academic-  
9 credit requirement, a student must take high school courses adopted by the  
10 Board of Regents and recommended by the State Board of Community  
11 Colleges as college-preparatory academic courses.  
12  
13 (2) Take the postsecondary common placement test prescribed in s.240.117,  
14 or an equivalent test identified by the State Board of Education, before  
15 graduation and score at or above the established statewide passing score in  
16 each test area.  
17  
18 (3) A college-ready diploma entitles a student to admission without placement  
19 testing to a public postsecondary education program for a period of two (2)  
20 years after earning the college-ready diploma.  
21

22 H. Florida High School Diploma *Amended 7/23/91*

23  
24 Students or residents who are eighteen (18) years old or older and students who  
25 have met all requirements for graduation except the attainment of a 2.0  
26 cumulative grade point average may apply to take the GED exam.  
27 *Amended 9/17/96 & 7/29/97*  
28

29 I. Adult Special Diploma *Adopted 9/17/96*

30  
31 Any adult student who is twenty-one (21) or older and classified as educable  
32 mentally handicapped, trainable mentally handicapped, profoundly mentally  
33 handicapped, hearing impaired, deaf, specific learning disabled, physically  
34 impaired, visually impaired, blind, autistic or emotionally handicapped may be  
35 awarded an adult special diploma if all requirements are met.  
36

37 **VI. Credits Applicable Toward Graduation**

38  
39 A. Early Admission for Advanced Studies

40  
41 Students who meet the prerequisites of an early admission and advanced studies  
42 program may be permitted to enroll as a full-time post secondary student during  
43 their senior year in high school. Such programs shall meet the following  
44 conditions:  
45

- 46 (1) Approval of the program by the School Board shall be obtained before the  
47 end of the first month of the final year of high school or before the end of



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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.

B. Dual Enrollment

- (1) A student may enroll in one or more classes at the college level or in an accredited vocational school while still attending high school. Credit may be earned toward graduation as stated in section VI A (3).

Auth: Rule 6A-10.0241, FAC

- (2) 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 Section I,M(2). *Amended 6/27/00*)

(3) Dual Enrollment 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:

- a. completed the tenth grade with a high school grade point average of 3.0 or above, or *Amended 7/23/91*



1  
2 b. be in an exceptional student education program with an Individual  
3 Education Plan which indicates the ability for advanced studies  
4 (i.e. "gifted program").  
5

6 (4) Students seeking dual enrollment in mathematics, English or vocational  
7 classes shall present evidence of successful completion of the relevant  
8 section of the entry level examination for placement given by the school,  
9 college or university at which the student is seeking enrollment.  
10

11 C. Co-Enrollment *Amended 3/3/92*

12  
13 A high school student who is at least sixteen (16) years of age may enroll in the  
14 Community High School Co-enrollment Program for English, mathematics,  
15 science, or social studies credit (for LEP students, see Section I,M(2)).  
16 Permission to enroll in this program must be obtained in advance from the  
17 principal or designee. A Co-enrollment Contract (FC-370-311) must be  
18 completed, signed by the student, parent, guidance director, and principal. A Co-  
19 enrollment Registration Form (FC-370-1710) must be completed by all students.  
20 A maximum of 0.5 credits may be earned per semester. A maximum of three (3)  
21 credits may be earned in this program. *Amended 6/27/95, 7/29/97, 7/21/98 &*  
22 *6/27/00*  
23

24 Classes will be established according to enrollment standards set by Community  
25 High School.  
26

27 D. Course Modification

28  
29 High School students who meet the district's requirements for an approved  
30 dropout prevention program, an honors accelerated credit program, or a  
31 vocational/technical program may be enrolled in modified courses to earn  
32 additional credits. (For LEP students, see Section I,M(2)). *Amended*  
33 *7/2/96 & 6/27/00*  
34

35 E. Summer School for Grades 9-12

36  
37 High school students may attend summer school for grade forgiveness,  
38 remediation, and when provided accelerated credit (For LEP students, see Section  
39 I,M(2)). *Amended 6/27/00*  
40

41 F. College Course Credit

42  
43 Any passing grades received in courses from a college may be accepted toward  
44 requirements for graduation from Osceola County. Three (3) college semester  
45 hours shall be considered equivalent to one-half (1/2) high school credit.  
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G. Credit from Correspondence

Credit from Correspondence from a university will be acceptable so long as the course code number of the course taken corresponds to acceptable high school course code numbers. It shall be the responsibility of the student to provide verification of successful completion from the university to the high school.

H. Community Service Credit *Adopted 6/29/93, Amended 6/15/99*

To earn one-half elective credit for the completion of non-paid voluntary community or school service work a student must:

- (1) Complete a minimum of 75 hours of non-paid, volunteer service with a non-profit organization in the Central Florida Area.
- (2) Document the volunteer hours on appropriate form.
- (3) Obtain signature from a non-family member of the non-profit organization.
- (4) Receive special principal approval for volunteer activities conducted outside the Central Florida Area.

Credit may not be earned for service provided as a result of court action.

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 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) Section 236.081(1)(n), Florida Statutes, requires district school boards to provide for vocational program substitutions not to exceed two credits in each of the 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



1 personal fitness developed by the Florida Department of Education. This  
2 is a waiver of the course requirement only; the student must still earn 24  
3 credits to graduate. Credit will not be awarded for participation in  
4 interscholastic sports.

5  
6 J. Cooperative Education

*Revised 6/30/92*

7  
8 (1) Definition

9  
10 High school credit may be earned by vocational students using the  
11 cooperative education method of instruction. Cooperative education  
12 involves paid, supervised, concurrent employment that is directly related  
13 to the student's in-school training. The cooperative education method is  
14 available for junior and senior students. At-risk high school students in  
15 any grade may be enrolled in Work Experience. All cooperative education  
16 job sites must be approved by the coordinator; students shall not be  
17 employed by members of the immediate family.

18  
19 Cooperative education is not a program but a method of instruction used in  
20 several vocational programs. Students who complete a vocational  
21 program using the cooperative method are coded on the final class reports  
22 as completers of the vocational program.

23  
24 (2) Types of Programs

25  
26 There are several programs offering the cooperative method of instruction:  
27 Agribusiness Cooperative Education for students employed in agriculture  
28 occupations and enrolled in an Agribusiness vocational program, Business  
29 Cooperative Education for students employed in office occupations and  
30 enrolled in a Business Education vocational program, Cooperative Health  
31 Occupations Education for students employed in health occupations and  
32 enrolled in a Health Occupations vocational program, Marketing  
33 Education for students employed in marketing occupations and enrolled in  
34 a Marketing Education vocational program, and Industrial Cooperative  
35 Education for students in industrial occupations and enrolled in an  
36 Industrial Education vocational program. If a specialized program is  
37 available and a student qualifies for the specialized program, the student  
38 should be enrolled in the cooperative education course for that specialized  
39 program. If a specialized program is not available or if the specialized  
40 program does not have a vacancy, the student should enroll in Diversified  
41 Career Technology (DCT) program. DCT provides opportunities for  
42 selective placement based on the student's occupational objectives and the  
43 development of occupational competencies. *Amended 6/15/99*

44  
45 Junior and senior students may be released from school one or two periods  
46 for cooperative education that is supervised, on-the-job training (OJT), but  
47 they must be enrolled in one or more related courses in the particular



1 vocational program area during the school day. Seniors who have met all  
2 other graduation requirements may be released for additional periods.  
3 *Amended 6/19/01*  
4

5 (3) Hours Worked  
6

7 Students released from school must work an average of eight (8) hours per  
8 week for each school period they are released. A student must work 144  
9 hours during the semester to earn one-half (1/2) credit or 288 hours during  
10 the semester to earn one (1) credit toward high school graduation  
11 requirements.  
12

13 (4) Forms Required  
14

15 a. Application/Agreement  
16

17 Prior to enrollment in the program, the student must complete a  
18 cooperative education application, which must be signed by the  
19 student and the parent or guardian.  
20

21 b. Agreement  
22

23 An agreement must be signed by the student, parent or guardian,  
24 coordinator, and employer. If the student changes jobs, a new  
25 agreement must be signed by each of the parties. The original copy  
26 of the signed agreement must be in the student's file for program  
27 review.  
28

29 c. Time Sheets  
30

31 For every month the student is enrolled in cooperative education, a  
32 time sheet signed by the student and employer must be on file. The  
33 time sheet must list the day and time worked and monies earned.  
34 This time sheet must be in the student's file for program review.  
35

36 d. Evaluation  
37

38 An evaluation completed by the employer must be on file for each  
39 student every grading period. The original must be in the student's  
40 file for program review. A copy of the evaluation should be given  
41 to the student and the employer. The cooperative education  
42 program curriculum frameworks outline the specific skills that  
43 must be evaluated.  
44

1 e. Training Plans

2  
3 A training plan must be prepared for each cooperative education  
4 student. The training plan, which must list the competencies to be  
5 mastered in the classroom and those competencies to be mastered  
6 on the job, must be signed by the employer, the student, and the  
7 coordinator. As a student masters the listed competencies, mastery  
8 must be reflected in the student's file for program review.

9  
10 f. Visitation Record

11  
12 Each cooperative education student must be visited at his or her  
13 work site at least once per grading period by the coordinator. A  
14 record of these visits must be maintained.

15  
16 (5) Absences

17  
18 Any cooperative education student who is absent from school for any part  
19 of the school day may not report to work that day without the prior  
20 approval of the coordinator.

21  
22 (6) Grades

23  
24 The grades the student earns for the classroom and OJT are assigned by  
25 the coordinator.

26  
27 (7) Periods of Unemployment

28  
29 a. A student who is new to the program may have up to ten days to  
30 secure appropriate employment. If the new student is still not  
31 employed in an appropriate training site after ten days, he or she  
32 may be removed from the cooperative phase and enrolled in  
33 suitable classes. An unemployed student is not permitted to leave  
34 school early without the coordinator's approval.

35  
36 b. Students who wish to change jobs during the school year should  
37 coordinate any job changes with the coordinator.

38  
39 c. Any student who loses his or her job through no fault of his or her  
40 own may have ten days to secure another suitable training site. If  
41 the student is unable to find employment after ten days, he or she  
42 may be reassigned on campus. These situations will be handled on  
43 an individual basis with the coordinator and school officials. An  
44 unemployed student should not be permitted to leave school early  
45 without the coordinator's approval.  
46



d. Any student who is released with cause (shoplifting, for example) may not be released from school for OJT. Appropriate disciplinary action may be taken, up to and including no credit for the cooperative education program and removal from the program at the end of the semester.

K. Awarding Credit and Grades

(1) A student shall complete a semester's work in order to be promoted or to receive credit for the semester's work. Students who complete the semester's work, except taking the final examinations, may at the discretion of the principal, arrange to take the examination prior to the opening of the next succeeding school year.

Work or credit earned from a non-accredited school or school from outside Osceola County shall be accepted toward graduation upon validation. Validation of credit may be made by the student's successful completion of a standardized test in the subject.

(2) Grading and Reporting *Amended 7/29/97*

Schools shall follow the following state adopted grading system plan for grading and reporting pupil progress (for LEP students, see Section I,M(6)). *Amended 6/27/00*

Students and parents are to be advised of the grading criteria employed in the school and in each class at the beginning of the grading period.

The following grading scale is effective as of July 1, 2001 *Adopted 6/19/01*

GRADE *Amended 6/27/00*

<u>Grade Value</u>	<u>Percent</u>	<u>Point Value</u>	<u>Definition</u>	<u>Pacer Point</u>
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

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- (3) Grades will be awarded at the end of each grading period. These grades will reflect all work assigned and achieved during that grading period. Credit may be awarded at the end of a grading period (nine weeks or semester). *Amended 6/30/92 & Amended 6/27/95*
- (4) Final grades may be awarded on a semester or yearly basis in high schools or on a yearly basis in middle and elementary schools. *Amended 6/27/95*
- (5) When two nine weeks are used to determine a final grade, each nine weeks shall count 50% of the final grade. The total shall be divided by two (2).
- When a semester exam is given, each of the nine weeks grades shall count 40% and the exam grade shall count 20% of the final grade, and the total shall be divided by five (5). *Amended 6/30/92 & 7/2/96*
- (6) In grades 3-5, report card evaluation should reflect student growth during the grading period as indicated by objective test data, teacher observation and portfolio information.
- In grades 6-8, the grade point values of the grading period and exam grade are averaged to determine the final grade. If the quotient result is 1.5 or higher, the grade shall be rounded to the next highest letter. Rounding of grades less than 1.0 shall be left to the discretion of the instructor. In determining final grades, a zero shall be assigned for no work or dishonest work and may rank as -1 on the grade point scale upon the approval by the principal. Grades in high school dual enrollment classes taught in grades 7 and 8 must be determined following the high school academic policy. *Amended 6/30/92 & 6/27/00*
- (7) In grades 9-12, a numerical average is determined by the teacher, at the end of each nine (9) week grading period and the corresponding letter grade (as determined by the grading scale above) is recorded on the report card. If a semester exam is given, the numerical exam score is also converted to the corresponding letter grade as determined by the above grading scale. To determine the final grade, the numerical grades are average together, as outlined two paragraphs above, and numerical average will be converted to the corresponding letter grade from the grading scale, and reported on the report card. *Amended 7/2/96*
- (8) If an "I" (incomplete) is recorded on a report card, the requirements for which the incomplete was assigned must be satisfied within two weeks of the issuance of the report cards or the "I" becomes an "F". At the teacher's discretion a longer period of time may be allowed for make up work. *Amended 7/23/91 & 6/27/00*



1 **VII. Florida Bright Futures Scholarship Program, Florida Academic Scholars**  
2 **Certificate, Florida Merit Scholars Award, & Florida Gold Seal Vocational**  
3 **Endorsement** *Revised 6/29/93 & Amended 7/29/97 & 7/21/98*

4  
5 A. Florida Bright Futures Scholarship Program provides for tuition and fee  
6 reimbursement for undergraduate studies at a public or private university,  
7 community college or vocational/technical school. The three scholarship awards  
8 within the Bright Futures Scholarship Program are the Florida Academic Scholars  
9 Award, Florida Merit Scholars Award, and Florida Gold Seal Vocational Scholars  
10 Award. Each has specific criteria that must be met. However, to be eligible for  
11 an initial award from any of the three types of scholarships, a student (to include  
12 an LEP student) must: *Amended 6/15/99*

- 13
- 14 (1) Complete a Bright Futures Scholarship Program Student Authorization  
15 Form by spring graduation.
- 16
- 17 (2) Be a Florida resident.
- 18
- 19 (3) Earn a Florida standard high school diploma or its equivalent.
- 20
- 21 (4) Be accepted by and enrolled in an eligible Florida public or independent  
22 postsecondary education institution.
- 23
- 24 (5) Enroll in a postsecondary institution in Florida for at least six semester  
25 credit hours or the equivalent.
- 26
- 27 (6) Not to have been found guilty of, or pled nolo contendere to, a felony  
28 charge.
- 29
- 30 (7) Use the award within three years of graduation.

31  
32 B. The Florida Academic Scholars Award is designed to encourage and to recognize  
33 outstanding performance and academic achievement by high school students.  
34 (240.4025, F.S.) In order to qualify for the Florida Academic Scholars Award, a  
35 student must:

- 36
- 37 (1) Meet the general eligibility requirements for the Florida Bright Futures  
38 Scholarship Program.
- 39
- 40 (2) Achieve a 3.5 unweighted grade point average on a 4.0 scale, or its  
41 equivalent, in high school courses that are adopted by the Board of  
42 Regents and recommended by the State Board of Community Colleges as  
43 college-preparatory courses.
- 44
- 45 (3) Attain at least a combined score of 1270 on the Scholastic Aptitude Test or  
46 28 on the American College Test.
- 47



- 1 (4) Have attended a home education program according to s. 232.02(4) during  
2 grades 11 and 12, and have attained at least the above test scores.  
3
- 4 (5) Have been awarded an International Baccalaureate Diploma from the  
5 International Baccalaureate Office; or  
6
- 7 (6) Have been recognized by the merit or achievement programs of the  
8 National Merit Scholarship Corporation as a scholar or finalist.  
9
- 10 (7) Must complete a program of community service work, as approved by the  
11 district school board which shall include a minimum of 75 hours of service  
12 work and require the student to identify a social problem, and address,  
13 evaluate, and reflect upon the problem through papers or other methods of  
14 presentation.  
15
- 16 (8) Maintain the equivalent of a 3.0 grade point average on a 4.0 scale for all  
17 postsecondary education work attempted and the student remains eligible  
18 to renew the Florida Academic Scholars Award. One opportunity for  
19 reinstatement of this award will be given if the grade point average falls  
20 below the 3.0 requirement.  
21

22 C. To be eligible for Florida Merit Scholars Award the student must:

- 23
- 24 (1) Meet the general eligibility requirements for the Florida Bright Futures  
25 Scholarship Program.  
26
- 27 (2) Achieve an unweighted grade point average of 3.0 on a 4.0, or the  
28 equivalent, in high school courses that are adopted by the Board of  
29 Regents and recommended by the State Board of Community Colleges as  
30 college-preparatory academic courses.  
31
- 32 (3) Has attained a combined score of 970 on the SAT or a score of 20 on the  
33 ACT.  
34
- 35 (4) Maintain the equivalent of a 2.75 grade point average on a 4.0 scale for all  
36 postsecondary education work attempted and the student remains eligible  
37 to renew the Florida Merit Scholars Award. The student will receive one  
38 opportunity to reinstate the award if the grade point average falls below a  
39 2.75.  
40

41 D. The Florida Gold Seal Vocational Scholars Award recognizes and awards  
42 academic achievement and vocational preparation by high school students.  
43

44 High school students may participate in this program in accordance with Florida  
45 Statute 232.2467 and State Board Rule 6A-1.092. In order for a student to qualify  
46 for the Florida Gold Seal Vocational Scholars Award students must meet the  
47 general eligibility requirements of the Florida Bright Futures Scholarship Program  
48 along with the following criteria:



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(1) Complete three vocational credits in a sequential program of studies

or

Complete a vocational job preparatory program consisting of two credits plus one credit of on-the-job training or one credit of Guided Workplace Learning (8300430) or the one credit course Business Ownership (8812000). *Amended 7/2/96*

or

An equivalent dual enrollment course/program; *Adopted 7/29/97*

(2) From a weighted GPA (based on the Statewide Scholarship Weighting System) using the core 15 credits required for graduation or for 1998 & 1999 Seniors, earn a 3.0 unweighted GPA using the minimum of 3 sequential vocational credits.

(3) Earn an unweighted grade point average of at least 3.5 in courses comprising the vocational program;

(4) Beginning with the year 2000 graduates, earn the following required credits:

- 4 - English
  - 3 - Mathematics
  - 3 - Natural Science
  - 3 - Social Science (American History, World History, American Government, and Economics)
  - 1 - Practical Art or 1 Performing Art or 1/2 credit in each
  - 1/2 - Life Management Skills
  - 1/2 - Personal Fitness
- A minimum of three sequential Vocational Job-Prep or Technological Education

(5) Must obtain the minimum test scores as follows:

- (a) SAT: Verbal 420, Math 440 or
- (b) ACT: Reading 16, English 16, Math 16 or
- (c) CPT: Reading 83, Sentence 83, Algebra 72.

1 **VIII. Exceptional Education Students**

2  
3 A. Elementary Schools

4  
5 Exceptionalities include: Educable Mentally Handicapped, Trainable Mentally  
6 Handicapped, Profoundly Mentally Handicapped, Speech and/or Language  
7 Impaired Deaf or Hard of Hearing, Visually Impaired, Physically Impaired,  
8 Emotionally Handicapped, Specific Learning Disabled, Gifted, Homebound or  
9 Hospitalized, Dual Sensory Impaired, Autistic, PreKindergarten Students with  
10 Developmental Delays, PreKindergarten Students with Established Conditions  
11 (for potential LEP students, see Section I,M(1)f). *Amended*

12 *7/23/91, 7/21/98 & 6/27/00*

13  
14 (1) Curriculum

15  
16 The curriculum for the elementary school Varying Exceptionalities,  
17 Emotionally Handicapped (EH), and Educable Mentally Handicapped  
18 shall be a regular education curriculum that follows the Florida Sunshine  
19 State Standards with appropriate modifications. Direct Instruction,  
20 Reading Mastery, Precision Teaching and Whole Language are the  
21 instructional approaches to be utilized to enhance curriculum acquisition.  
22 Moderately and severely disabled students (Trainable Mentally  
23 Handicapped, Profoundly Mentally Handicapped) will use a curriculum  
24 appropriate for the developmental level of the students.

25 *Adopted 6/30/92 & Amended 6/27/95, 7/21/98 & 6/27/00*

26  
27 (2) Promotion

28  
29 Students enrolled in exceptional student programs shall be promoted on  
30 the basis of the acquisition of skills in accordance with the student's  
31 Individual Education Plan and the mastery of Revised Performance  
32 Standards for each exceptionality. The Revised Performance Standards  
33 for the assigned exceptionality will be used to document the progress of  
34 the student by the exceptional education teacher. Documentation of  
35 standards must start when the student is initially placed into an exceptional  
36 student education program. *Amended 6/28/94, 6/27/95 & 7/21/98*

37  
38 Mastery of the standards shall be determined by the teacher utilizing the  
39 evaluation modes specified in the Individual Education Plan.

40  
41 (3) Retention

42  
43 Students who do not meet promotion requirements may be  
44 administratively placed in the next grade level by the principal. When a  
45 student is being considered for administrative placement which involves  
46 attendance at another school (for example, from elementary to middle  
47 school or middle school to high school) such placements shall be made



1 only at the beginning of the school year. Exceptions to this rule may be  
2 made if the sending and receiving principals agree that an administrative  
3 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  
7 elementary school grades unless otherwise determined by a Quality  
8 Individual Education Planning (IEP) team. *Amended 7/21/98*

9  
10 (4) Attendance

11 All exceptional students will follow regular education attendance  
12 procedures. Elementary students enrolled in the Gifted pullout program  
13 are classified in attendance and should not be counted as absent.  
14 Classroom assignments are given by the Gifted teacher. Students should  
15 not be required to make-up the work missed in the regular class.  
16

17  
18 B. Middle Schools

19 Exceptionalities include: Educable Mentally Handicapped, Trainable Mentally  
20 Handicapped, Profoundly Mentally Handicapped, Speech and/or Language  
21 Impaired, Deaf or Hard of Hearing, Visually Impaired, Physically Impaired,  
22 Emotionally Handicapped, Specific Learning Disabled, Gifted, Homebound or  
23 Hospitalized, Dual Sensory Impaired, Autistic (for potential LEP students, see  
24 Section I,M(1)(f). *Amended 7/23/91, 7/21/98 & 6/27/00*

25  
26  
27 (1) Curriculum

28 The curricular approach for middle school Varying Exceptionalities,  
29 Emotionally Handicapped (EH), and Educable Mentally Handicapped  
30 shall be a regular education curriculum that follows the Florida Sunshine  
31 State Standards with appropriate modifications. Direct Instruction  
32 (Corrective Reading), Precision Teaching and the Kansas Learning  
33 Strategies model are the instructional approaches to be utilized to enhance  
34 curriculum acquisition. Moderately and severely disabled students will use  
35 a curriculum appropriate for the developmental level of the student.  
36 *Adopted 6/30/92 & Amended 6/27/95, 7/21/98 & 6/27/00*

37  
38  
39 (2) Promotion

40 Students enrolled in exceptional student programs shall be promoted on  
41 the basis of the acquisition of skills in accordance with the student's  
42 Individual Education Plan and the mastery of Revised Performance  
43 Standards for each exceptionality. The Revised Performance Standards  
44 for the assigned exceptionality will be used to document the progress of  
45 the student by the exceptional education teacher. Documentation of  
46 standards must start when the student is initially placed into an exceptional  
47 student education program. *Amended 6/28/94, 6/27/95 & 7/21/98*  
48



1  
2 Mastery of the standards shall be determined by the teacher utilizing the  
3 evaluation modes specified in the Individual Education Plan.  
4

5 (3) Retention  
6

7 Students who do not meet promotion requirements may be  
8 administratively placed in the next grade level by the principal. When a  
9 student is being considered for administrative placement which involves  
10 attendance at another school (for example, from elementary to middle  
11 school or middle school to high school) such placements shall be made  
12 only at the beginning of the school year. Exceptions to this rule may be  
13 made if the sending and receiving principals agree that an administrative  
14 placement during the school year is in the best interest of the student and  
15 when approved by the Superintendent.  
16

17 Retention of exceptional students shall be limited to one year in the middle  
18 school grades unless otherwise determined by a Quality Individual  
19 Educational Planning (IEP) team. *Amended 7/21/98*  
20

21 (4) Attendance  
22

23 All exceptional students will follow regular education attendance  
24 procedures. *Amended 7/21/98*  
25

26 C. High School Graduation Requirements  
27

28 Modifications to basic and vocational courses as provided by SBR 6A-6.0312 are  
29 allowable for all exceptional students to meet the requirements for a regular or  
30 special diploma as follows (for potential LEP students, see Section I,M(1)(f):  
31 *Amended 6/27/00*  
32

33 (1) Modifications to basic courses shall not include modifications to the  
34 curriculum frameworks or student performance standards. When  
35 modifying vocational courses, the particular outcomes and student  
36 performance standards which a student must master to earn credit must be  
37 specified on the student's Individual Education Plan. *Amended 7/21/98*  
38

39 Modifications may include any of the following:  
40

- 41 (a) The instructional time may be increased or decreased.
- 42
- 43 (b) Instructional methodology may be varied.
- 44
- 45 (c) Special communications systems may be used by the teacher or  
46 student.  
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(d) Classroom and district test administration procedures and other evaluation procedures may be modified to accommodate the student's handicap.

(2) Regular Diploma

(a) 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 in VIII C-2. *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 in School Board Rule, Appendix B, Pupil Progression Plan, Section IV B. *Amended 6/27/95, 8/6/96, 7/21/98 & 6/27/00*

(b) Attendance

Meet attendance requirements.

(c) 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*

1 (3) Special Diploma Option I  
2 *Revised 7/23/91 & Amended 6/27/9, 7/21/98, & 6/27/00*

3  
4 (a) Requirements

5  
6 Any student classified as Educable Mentally Handicapped,  
7 Trainable Mentally Handicapped, Profoundly Mentally  
8 Handicapped, Deaf or Hard of Hearing, Specific Learning  
9 Disabled, Physically Impaired, Autistic or Emotionally  
10 Handicapped may be awarded a special diploma if the following  
11 requirements are met:

12  
13 1. Complete course requirements as outlined below

- 14  
15 Language Arts - Three (3) credits  
16  
17 Mathematics - Three (3) credits  
18  
19 Social Studies - Two (2) credits  
20  
21 Science - One (1) credit  
22  
23 Physical Education - One (1) credit  
24  
25 Life Management Skills - One Half (1/2) credit  
26  
27 Employability Skills - One Half (1/2) credit  
28  
29 Electives (Vocational,  
30 practical arts, OJT, etc.) - Eleven (11) credits  
31

32 Total: 22 Credits (11 required, 11 elective)

- 33  
34 2. Students must have a 2.0 Grade Point Average (GPA) to be  
35 eligible for a special diploma.  
36  
37 3. Attendance  
38  
39 Meet attendance requirements.  
40  
41 4. Beginning with the 2000-2001 ninth (9th) grade class, a  
42 student must demonstrate competency in the Sunshine State  
43 Standards at the expected levels of functionality as  
44 identified by the IEP team.  
45  
46 5. Any exceptional student excluding Visually Impaired who  
47 has acquired appropriate credits for a regular high school



1 diploma but did not pass the High School Competency Test  
2 (HSCT) can be issued a Special Diploma Option 1.  
3

4 (b) Curriculum

5 The curricular approach for high school exceptional students shall  
6 follow the Florida Sunshine State Standards for Special Diploma  
7 Option 1. Moderately and severely disabled students will use a  
8 curriculum appropriate to the developmental level of the student.  
9

10 Note: Visually Impaired students are not eligible for a special  
11 diploma at this time. *Amended 6/27/95*

12 Auth: 6A-1.095, FAC

13  
14  
15  
16 (4) Special Diploma Option 2

17 (a) Requirements

18 In accordance with Rule 6A-1.0996, FAC, exceptional students  
19 who demonstrate mastery of specified employment and community  
20 competencies may graduate with more or less than four years of  
21 attendance in grades 9-12. *Amended 6/27/95 & 7/21/98*

22 1. Complete the course requirements as outlined below

23 Language Arts - Two (2) credits

24 Mathematics - Two (2) credits

25 Electives (Vocational,  
26 Practical Arts, OJT, etc.) - Seven (7) credits

27 Total: 11 Credits (4 required, 7 elective)

28 This can be modified only by specific permission  
29 from the Director of Exceptional Student Education.

- 30  
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37  
38 2. The student shall satisfactorily demonstrate employment  
39 and community based competencies while employed full-  
40 time at least 25 hours per week in a community based job  
41 for a minimum of one semester, unless the student is placed  
42 in supported competitive employment. In this case, the  
43 student must be employed for at least 20 hours per week,  
44 for the equivalent of one semester.  
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- 3. The student shall be at least sixteen (16) years of age to be considered for this option, and shall be at least eighteen (18) years of age to graduate.
- 4. The student's individual education plan shall include a transition plan containing annual goals and short-term objectives related to the employment and community competencies. *Amended 6/27/95*
- 5. A training plan shall be developed and signed by the student, parent, teacher, and employer. The plan shall identify the job specific employment and related community competencies, the criteria for determining and certifying mastery of the competencies, the work schedule and the minimum number of hours to be worked per week, a description of the supervision to be provided by the school district staff, and any special considerations. *Amended 6/27/95*

(b) Curriculum *Amended 7/21/98*

All exceptional education students will also be monitored on the Revised Performance Standards for Exceptional Students.

The Revised Performance Standard Tracking Form should be used for students to evaluate the student's progress each year. Mastery of the standards shall be determined by each teacher utilizing the evaluation modes specified in the Individual Education Plan. Mastery is not required for students who meet the criteria for Special Diploma Option 2. *Amended 6/27/95*

(c) Student must have a 2.0 Grade Point Average (GPA) to be eligible for a special diploma.

(d) Attendance

Meet attendance requirements.

(e) 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.



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(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 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.

(10) Alternative Assessment Requirements *Adopted 6/27/00*

Students who are excluded from the state assessment program must be assessed with an alternate assessment procedure to be determined by the IEP team. Exclusion may be permitted only when ALL of the following criteria are met:

- (a) The student's demonstrated cognitive ability prevents the student from completing required coursework and achieving the Sunshine State Standards even with appropriate and allowable course accommodations.
- (b) The student requires extensive direct instruction to accomplish the application and transfer of skills and competencies needed for domestic, community living, leisure, and vocational activities.



- 1  
2 (c) The student's inability to complete the required coursework is not  
3 due to excessive or extended absences or the result of social,  
4 cultural, or economic differences.  
5  
6 (d) If high school age, the student is unable to complete the regular  
7 diploma program even with allowable course accommodations and  
8 adaptations.  
9

10  
11 **IX. Drop-Out Prevention and Retention Program**

12  
13 The individual Drop-Out Prevention programs are designed to meet the needs of  
14 high risk students and offer them special opportunities to earn credit towards  
15 graduation or promotion (for LEP students, see Section LM(2). Amended 6/19/01  
16

17  
18 **X. Placement and Promotion in the High School Vocational Program**  
19 *Adopted 6/30/92*

20  
21 **A. Program Descriptions** *Revised 7/2/96*

22  
23 All Osceola County District public high school vocational programs follow the  
24 Florida Department of Education frameworks and student performance standards.  
25 Copies of these frameworks and student performance standards are available for  
26 review in the office of the Director of the Technical and Adult Department. Any  
27 vocational course from a vocational program listed below may be taken to satisfy  
28 the 1/2 credit practical arts graduation requirement (for LEP students, see Section  
29 LM(2)).  
30

31 (1) Agribusiness and Natural Resources Education

- 32  
33 (a) Students are encouraged to start any agriculture program in the  
34 ninth grade by enrolling in Fundamentals of Agriscience; however,  
35 students may enroll in any grade. Depending on a student's  
36 interest and program availability, high school students may enroll  
37 in Landscape Operations, Environmental Horticulture, Animal  
38 Science, or Agritechnology. Tech Prep students are eligible for  
39 three (3) semester hours of credit at Valencia Community College.  
40 *Amended 9/17/96*

- 41  
42 (b) Graduating students who successfully complete any of the  
43 agriculture programs are program completers. Junior and seniors  
44 are eligible for Agriculture Cooperative Education. To be eligible  
45 for Agriculture Cooperative Education, a student must be currently  
46 enrolled in a job preparatory agriculture program.  
47



1 (c) Future Farmers of America is the approved vocational student  
2 organization (VSO) for agriculture students. Middle school  
3 students are eligible for membership.  
4

5 (2) Business Technology Education  
6

7 (a) Business Technology Education programs listed in the Florida  
8 Course Code Directory are provided for Osceola County business  
9 technology students. The programs are designed to allow students  
10 with varying occupational interests to complete programs ranging  
11 from two (2) to six (6) credits. Tech Prep students are eligible for  
12 up to six (6) semester hours of credit at Valencia Community  
13 College.  
14

15 (b) Business Systems Technology 1 and Business Systems Technology  
16 2 comprise a sequential two-credit core for completers in all the  
17 business technology education programs. Computer and Business  
18 Skills (8200330) along with Keyboarding and Business Skills  
19 (8200320) is equivalent to Business Systems and Technology 1  
20 (8209020). Students should complete Keyboarding and Business  
21 Skills before enrolling in computer and Business skills.  
22 *Amended 6/15/99*  
23

24 (c) High School (dual enrollment) credit is available to middle school  
25 students in Business Technology Education programs. Students  
26 who successfully complete one or more credits in Business  
27 Keyboarding (8200110), Computer Applications in Business 1  
28 (8200220), Computer Applications in Business 2 (8200210) and/or  
29 Business Systems and Technology I (8209020) are eligible.  
30 *Amended 6/15/99*  
31

32 (d) An option available to juniors and seniors in business technology  
33 education is Business Cooperative Education (BCE), which  
34 combines related classroom instruction with supervised on-the-job  
35 training (OJT) in a business or office occupation. OJT hours will  
36 vary. OJT students perform tasks outlined in their individual job  
37 training plan, which is signed, by the BCE coordinator, the  
38 employer, and the student. Any business technology education  
39 course may be used for BCE classroom instruction. The objective  
40 of BCE OJT is to reinforce and complement related in-school  
41 instruction in the business education job preparatory programs.  
42

43 (e) Future Business Leaders of America (FBLA), the approved  
44 secondary vocational student organization, is an integral part of the  
45 curriculum for all secondary business technology education  
46 programs. Middle school students are eligible for membership.  
47



1 (3) Diversified Education

2  
3 (a) Students are encouraged to start this vocational program in the  
4 eleventh grade by enrolling in Diversified Career Technology  
5 Principles and DCT On-the-Job Training (OJT); however, seniors  
6 may enroll in Diversified Career Technology Principles and DCT  
7 OJT. As a part of this program, students learn selected  
8 occupational competencies through employment-related instruction  
9 in school and concurrent, paid, supervised on-the-job training.  
10 Second year students enroll in Diversified Career Technology  
11 Applications and DCT OJT. Seniors who successfully complete  
12 Diversified Career Technology Applications and DCT OJT are  
13 program completers. *Amended 6/15/99*

14  
15 (b) Part of the DCT curriculum is met through participation in  
16 Cooperative Education Clubs of Florida (CECF). This approved  
17 VSO is an integral part of the curriculum.

18  
19 (4) Health Science Education *Amended 9/17/96*

20  
21 (a) Students may enroll in the health science vocational job  
22 preparatory Health Careers program in grades 11 or 12. Ninth and  
23 tenth grade students may enroll in Medical Skills and Services  
24 which is also open to students in grades 11 and 12. Medical Skills  
25 and Service is usually a yearlong course. Tech Prep students are  
26 eligible for up to six (6) semester hours of credit at Valencia  
27 Community College.

28  
29 (b) Eleventh grade students should enroll in Health Careers for two  
30 periods a day; as seniors they should enroll in one period of Health  
31 Science Education course plus up to two additional periods of  
32 Health Science Education Cooperative Education - On-the-Job  
33 Training (OJT). Any student who first enters the Health Careers  
34 Program as a senior should enroll for three periods a day to be a  
35 program completer and achieve certification in one of several  
36 entry-level health careers. Students completing the nursing  
37 assistant competencies will be eligible to sit for the state exam.

38  
39 (c) Health Science Education Cooperative Education. OJT is available  
40 to those Health Occupations Education students who are  
41 concurrently enrolled in a Health Science Education Program and  
42 have the instructor's approval.

43  
44 (d) Health Science Education Students Association. The approved  
45 vocational student organization for health occupations students is  
46 an integral part of the curriculum.  
47



1 (5) Family and Consumer Sciences

2  
3 (a) A variety of Family and Consumer Sciences courses is offered and  
4 may be taken as elective credit or to fulfill the practical arts  
5 requirements. No more than three (3) credits in Practical Arts  
6 Family and Consumer Sciences may be granted toward high school  
7 graduation requirements. Completers of the Early Childhood  
8 program are eligible for three or four semester hours of credit at  
9 Valencia Community College.

10  
11 (b) Future Homemakers Association/Home Economics Related  
12 Occupations (FHA/HERO), the approved vocational student  
13 organization, is an integral part of the curriculum for all Family  
14 and Consumer Sciences programs. FHA/HERO is also available  
15 for middle school students.

16  
17 (6) Industrial Education

18  
19 (a) Students are encouraged to start Industrial Education (IE) programs  
20 in the tenth grade by enrolling in Level 1 for one period. Second  
21 year students enroll in Levels 2 and 3 for two periods; third year  
22 students enroll in Levels 4, 5, and 6 for up to three periods.  
23 Cosmetology, an eight-credit program, requires summer enrollment  
24 to complete. Tech Prep students are eligible for three semester  
25 hours of credit at Valencia Community College.

26  
27 (b) Students may also begin any IE program in their junior or senior  
28 year and complete the program at Mid Florida Tech or Technical  
29 Educational Center of Osceola.

30  
31 (c) Freshmen may enroll in IE classes.

32  
33 (d) An option available to juniors and seniors in IE is Industrial  
34 Cooperative Education (ICE), which combines related classroom  
35 instruction with supervised on-the-job training (OJT).

36  
37 (e) Vocational Industrial Clubs of America (VICA) is the approved  
38 vocational student organization for IE students.

39  
40 (7) Marketing Education

41  
42 (a) It is preferred that students start this vocational program in the  
43 tenth grade by enrolling in Marketing Essentials. Eleventh grade  
44 students may be enrolled in Application and OJT for up to two  
45 periods per day. The job must be directly related to the student's  
46 career choice in the marketing field. Twelfth grade students enroll  
47 in Marketing Management and Marketing Education OJT. Tech



1 Prep students are eligible for up to three semester hours of credit at  
2 Valencia Community College. The Academy of Travel and  
3 Tourism students are eligible for up to fourteen semester hours of  
4 credit in dual enrollment at Valencia Community College.  
5 *Amended 9/17/96*

6  
7 (b) Part of the marketing education curriculum is met through  
8 participation in Distributive Education Clubs of America (DECA).  
9 This approved vocational student organization is an integral part of  
10 the program.

11  
12 (8) Public Service Education

13  
14 (a) The Paraprofessional Teacher Aide program is available to juniors  
15 and seniors only. A student may earn a maximum of three credits  
16 in this program. One day a week the student must report to the  
17 Public Service teacher who coordinates the program. There are  
18 specific student performance standards that must be taught and  
19 evaluated in order for the student to earn credit in the class. Four  
20 days a week the student reports to his or her particular assignment.  
21 The coordinator will visit the student on the site at least once per  
22 grading period. *Amended 6/15/99*

23  
24 (b) Criminal Justice Operations, and Principles of Public Service are  
25 taught by the School Resource Officer (SRO) at each high school.  
26 Tech Prep students are eligible for up to six semester hours of  
27 credit at Valencia Community College. *Amended 9/17/96 & 6/15/99*

28  
29 (c) The Florida Association of Public Service Students (FLAPSS) is  
30 the approved vocational student organization for Public Service  
31 students. *Adopted 6/29/93*

32  
33 (9) Technology Education

34  
35 Technology Education classes are offered at Osceola middle schools and  
36 may be offered at the high schools. *Amended 6/15/99*

37  
38 B. Definition of a Completer

39  
40 In order to be classified as a vocational program completer, a student must  
41 complete all student performance standards and should earn the required number  
42 of credits. If a student has mastered all student performance standards, he/she is a  
43 completer even if he/she has not completed the courses. Osceola County student  
44 may complete their programs in high school or continue with an articulated  
45 postsecondary program at a vocational postsecondary center. All vocational  
46 completers are included in the district's annual follow-up student survey after they  
47 graduate from high school. *Amended 7/2/96*



1 **XI. Technical Education Center of Osceola County (TECO) and Community**  
2 **High School**

3  
4 A. Placement and Promotion of Secondary Students at the Technical Education  
5 Center of Osceola (TECO) *Amended 7/29/97*

6  
7 Under certain conditions, secondary students may be placed at the Technical  
8 Education Center of Osceola (TECO) as their high school site (for LEP students,  
9 see Section I,M(2)). *Adopted 6/30/92 & Amended 6/27/00*

10  
11 (1) Dual Enrollment/Co-Enrollment at TECO: Students will have the  
12 opportunity to attend TECO as a second school vocational placement for  
13 part of the school day provided the following conditions exist:

- 14  
15 (a) The student is at least 16.  
16  
17 (b) The vocational program is not offered at the zoned high school.  
18  
19 (c) The student exhibits the maturity to handle the adult setting.

20  
21 Students must provide their own transportation.

22  
23 Placement at TECO will occur only at the beginning of a semester;  
24 students will remain for the entire semester.

25  
26 All final exams in the vocational program will be comprehensive.

27  
28 (2) High School Program: TECO may offer a comprehensive grade ten (10)  
29 through grade twelve (12) program in accordance with sections I through  
30 VI above. *Adopted 6/15/99*

31  
32 (3) Exceptional Students Education students: ESE special diploma seeking  
33 students participate in a program at TECO based on the recommendation  
34 of the staffing committee. Placement at TECO will occur only at the  
35 beginning of a semester; students will remain for the entire semester.  
36 Placement at the center must be reflected in the student's IEP.  
37 *Amended 6/27/95 & 7/29/97*

38  
39 B. Placement in Postsecondary Adult and Vocational Institutions

40  
41 (1) Technical Education Center of Osceola  
42 501 Simpson Road  
43 Kissimmee, FL 34744

44  
45 (2) Community High School  
46 705 Simpson Road  
47 Kissimmee, FL 34744

1  
2 (3) Enrollment Eligibility *Amended 6/27/95 & 7/29/97*  
3

4 Both schools accept for enrollment those adults 16 years of age or older,  
5 regardless of race, religion, handicap or national origin, and:  
6

- 7 (a) Request, but do not require a social security number;  
8  
9 (b) Require proof of residency such as a Florida Driver License,  
10 Florida I.D., voter registration card, Declaration of Domicile, or a  
11 sworn statement and notarized affidavit, which is obtained from  
12 the center, if none of the previous is available;  
13  
14 (c) Require test prerequisites for some programs.  
15

16 All vocational programs have state-mandated mathematics and  
17 reading achievement standards. Achievement of these standards  
18 must be documented prior to a student's program completion.  
19

20 (4) Transfer Students *Amended 7/29/97*  
21

22 Transfer students from other institutions are accepted. These students are  
23 placed in vocational or adult programs based on (1) results of written  
24 and/or performance tests or evaluations of transcripts or (2) in compliance  
25 with articulation agreements.  
26

27 C. Types of Programs offered at TECO *Amended 6/27/95*  
28

29 TECO offers a variety of vocational programs. All programs are based on Florida  
30 Department of Education frameworks and student performance standards. All  
31 programs have an advisory council that makes recommendations to the center's  
32 administration regarding the curriculum, facilities, equipment, etc. *Amended*  
33 *7/2/96*  
34

35 (1) Adult Supplementary Vocational Education  
36

37 Programs will be offered to enable persons who are or have been  
38 employed in a specific occupation to upgrade their competencies, to  
39 maintain stability, and to advance in or re-enter the specific occupation in  
40 which the person was employed or is currently employed. Fee structure  
41 will be based on state or course requirements.  
42

43 (2) Adult Vocational Preparatory Program  
44

45 Programs providing instruction in competencies that are realistic in terms  
46 of actual or anticipated opportunities for employment which are suited to  
47 individual needs, interests and abilities to (1) prepare persons for effective



1 entry level performance in skilled and technical level occupations; (2)  
2 enable persons who are or have been employed in an occupational field or  
3 as a homemaker to upgrade competencies to maintain stability, advance or  
4 re-enter employment.

5  
6 (3) Completion

7  
8 Completion is based on mastery of all competencies identified by the state  
9 curriculum frameworks and student performance standards. In addition,  
10 prior to program completion, students must meet minimum reading and  
11 mathematics achievement requirements determined by the Florida  
12 Department of Education.

13  
14 (4) Job Placement

15  
16 While no school can guarantee placement, TECO has a professional staff  
17 to assist currently enrolled students and graduates in securing employment  
18 related to the training provided. Follow-up studies are conducted annually  
19 to verify placement. In order to be in compliance with Florida Statutes,  
20 each vocational program must have 70 percent of its graduates  
21 successfully placed.

22  
23 D. Community High School Programs:

- 24  
25 (1) Adult Literacy, Grade Levels 0-3.9, - a program providing individualized  
26 basic reading and writing skills;  
27  
28 (2) ESOL (English for Speakers of Other Languages), Levels I-III;  
29  
30 (3) Adult Basic Education, Grade Levels 4-8.9;  
31  
32 (4) GED Preparation, Grade Levels 9-11.9 with preparation for GED testing  
33 in the five areas of writing, social studies, science, literature and the arts,  
34 and mathematics.

35  
36 The minimum age for testing is 18.

37  
38 The State and National fee schedule is applied.

39  
40 GED candidates are post-tested and, upon recommendation of the  
41 instructor, scheduled for the GED examination.

42  
43 Any student who is 16 or 17 years of age must meet with a counselor and a  
44 parent or guardian to review the special petition process, complete the  
45 Special Exception Petition (FC-370-0619), and review requirements such  
46 as mandatory attendance. *Amended 7/29/97*

1 All students are advised to complete the Test of Adult Basic Education  
2 (TABE) and the Practice GED Test. Under the following extraordinary  
3 circumstances, students may take the GED Test before reaching the age of  
4 18: *Amended 7/29/97*

- 5
- 6 (a) Court-ordered;
- 7
- 8 (b) Economically disadvantaged (must meet federal income  
9 guidelines);
- 10
- 11 (c) Previously or currently enrolled in an Alternative Program;
- 12
- 13 (d) Pregnancy;
- 14
- 15 (e) Teen Parent;
- 16
- 17 (f) Medical, mental or physical condition interfering with regular  
18 school attendance;
- 19
- 20 (g) Home School validation;
- 21
- 22 (h) Incarcerated; or
- 23
- 24 (i) Probationers Education Growth Program client.
- 25

26 E. Other Postsecondary Programs

- 27
- 28 (1) Adult High School Completion Program - Levels 9-12 *Revised 6/27/95*

29 Graduation requirements of 24 credits, which must include:

- 30
- 31
- 32 4 English (sequenced composition and literature)
- 33
- 34 3 Math
- 35
- 36 1 World History with AVC
- 37
- 38 1 American History
- 39
- 40 1/2 Economics
- 41
- 42 1/2 American Government
- 43
- 44 3 Science (1 Physical with lab, 1 Biological with lab, and 1  
45 elective)
- 46
- 47 1/2 Personal Fitness



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- 1/2 Life Management Skills
- 1/2 Practical Arts Fine Arts
- 1/2 Computer Literacy

Credits, based on Carnegie units, earned in grades 9-12 in high school will be accepted. Remedial courses not to exceed two (2) credits may be counted in the Elective area. Credits will be awarded students who have attended at least 80% of the regularly scheduled classes and demonstrated mastery of the minimum student performance standards.

Anyone entering the Adult High School Completion Program must successfully complete two (2) credits even though they may transfer in all required credits. Excluded from the two-credit requirement are those students meeting requirements set forth in SBR 6A-5.

The HSCT must be passed in order to receive an Adult High School Diploma. *Amended 6/29/93*

(2) Adult Special Diploma *Adopted 7/2/96*

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 the following requirements are met:

(a) Complete course requirements as outlined below:

Option 1

Language Arts *	Three (3) credits
Mathematics *	Three (3) credits
Social Studies *	Two (2) credits
Science *	One (1) credit
Life Management Skills	One Half 1/2 credit
Employability Skills	One Half 1/2 credit
Electives (vocational, practical arts, OJT, etc.)	Twelve (12) credits

1  
2 \*Note: Courses listed in Section 4 of the Florida Department of  
3 Education Course Code Directory for Exceptional Student  
4 Education Senior High and Adult which are identified as  
5 Comprehensive should be used to meet credit requirements for  
6 Adult Special Diploma in the areas of Language Arts,  
7 Mathematics, Social Studies and Science.  
8

9 Option 2

10  
11 Adult exceptional students who demonstrate mastery of specified  
12 employment and community competencies may graduate by  
13 meeting the following requirements:  
14

- 15 1. The student shall satisfactorily complete the equivalent of  
16 eleven (11) credits, which must include two credits in  
17 Mathematics and two credits in Language Arts.  
18 *Amended 7/29/97*  
19
  - 20 2. The student shall satisfactorily demonstrate employment  
21 and community-based competencies while employed full-  
22 time or at least 25 hours per week in a community-based  
23 job for a minimum of one semester (18 weeks), unless the  
24 student is placed in supported competitive employment. In  
25 this case, the student must be employed at least twenty (20)  
26 hours per week for the equivalent of one semester.  
27
  - 28 3. The student's Adult Individual Education Plan (AIEP) shall  
29 include annual goals and short-term objectives related to  
30 employment and community competencies.  
31
  - 32 4. A training plan shall be developed and signed by the  
33 student, teacher and employer. The plan shall identify the  
34 job-specific and related community competencies, the  
35 criteria for determining and certifying mastery of the  
36 competencies, the work schedule and the minimum number  
37 of hours to be worked per week, a description of the  
38 supervision to be provided by the school district staff, and  
39 any special considerations.  
40
- 41 (b) Student must have a 2.0 GPA to be eligible for an Adult Special  
42 Diploma. *Amended 7/29/97*  
43
- 44 (c) Student must meet adult attendance requirements as listed in the  
45 Postsecondary Code of Student Conduct.  
46



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(d) The ESE courses with "Comprehensive" in the title should be used to schedule adult students for classes to meet the Adult Special Diploma requirements in Language Arts, Mathematics, Science and Social Studies. These course code numbers may be repeated for multiple credits. The portion of each comprehensive course to be covered must be reflected in the student's AIEP and must be different for each credit. The comprehensive numbers allow flexibility to meet the individual needs of the students.

(3) Fee-Based Courses *Amended 7/29/97*

Courses requested by the community for personal development or enjoyment, which require a fee based on state-mandated instructional costs.

(4) Other Educational Activities Kindergarten Through Adult

Other educational activities will be offered at times most appropriate to meet the needs of the community.

(5) Calendar *Amended 6/29/93 & 7/27/97*

Postsecondary schools operate twelve (12) months per year based on a Board approved calendar.





# **Appendix C**

## **Bylaws of the School Board**





# Table of Contents

## Bylaws of the Board

<u>Section</u>	<u>Title</u>	<u>Page</u>
A.	CHAIRMAN .....	1
B.	VICE-CHAIRMAN .....	1
C.	SECRETARY .....	1
D.	CLERK .....	2
E.	ATTORNEY .....	2
F.	COMMITTEES .....	3
G.	SCHOOL ADVISORY COUNCILS .....	3
H.	MEMBERS .....	4
I.	ORIENTATION .....	4
J.	DEVELOPMENT IN SERVICE .....	5
K.	REMUNERATION AND REIMBURSEMENT .....	5
L.	SCHOOL BOARD MEMBER PROTECTION .....	5
M.	RETIREMENT .....	5
N.	METHODS OF OPERATION .....	5
O.	BYLAWS OF THE BOARD .....	5
P.	MEETINGS .....	6
Q.	ACCESS TO SCHOOL BOARD RECORDS .....	12
R.	MEMBERSHIP IN ASSOCIATIONS .....	13
S.	MONITORING PRODUCTS AND PROCESSES .....	13
T.	ADMINISTRATIVE POSITIONS .....	14





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



- 1 **J. Development in Service**  
2  
3 (1) Attendance at meetings directly or indirectly related to education or school  
4 matters shall be encouraged for the values they have to the school system  
5 and the professional growth of School Board members.  
6  
7 (2) The Superintendent shall notify School Board members of all relevant  
8 scheduled meetings; however, School Board members are encouraged to  
9 attend all meetings they believe would be helpful to them in their official  
10 capacity.

11  
12 **K. Remuneration and Reimbursement**  
13  
14 All remuneration and reimbursement to the Board will be as prescribed by law.  
15

16 **L. School Board Member Protection**  
17  
18 The School Board shall provide individual School Board members with liability  
19 insurance coverage upon such terms as the School Board may from time to time  
20 approve.  
21

- 22 **M. Retirement**  
23  
24 (1) Outgoing members of the School Board should be appropriately  
25 recognized and thanked for their service to the schools and community.  
26  
27 (2) Continuing privileges as may be legally provided as a courtesy, may be  
28 extended upon request.  
29

- 30 **N. Methods of Operation**  
31  
32 (1) The School Board, acting as a School Board, exercises authority over the  
33 schools in accordance with applicable laws. It determines policy, and  
34 appraises the results achieved in light of the goals of the school system.  
35  
36 (2) The School Board shall concern itself primarily with broad questions of  
37 policy and with the appraisal of results, rather than with an administrative  
38 task to be performed by the Superintendent and his staff, who shall be held  
39 responsible for the effective administration and supervision of the entire  
40 school system.  
41

- 42 **O. Bylaws of the Board**  
43  
44 (1) Formulation, Adoption and Amendment of Bylaws  
45  
46 a. The School Board's Bylaws are rules designated to organize and  
47 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



1 interest as provided by law. Upon request of any School  
2 Board member, the vote on any matter shall be by roll-call  
3 vote. The Chairman shall vote last.

- 4  
5 2. The minutes of the meeting shall show the vote of each  
6 School Board member present on all matters on which the  
7 School Board takes action. It shall be the duty of each  
8 member to see to it that both the matter and his vote  
9 thereon are properly recorded in the minutes.

10  
11 (4) Action

- 12  
13 a. Formal action by the School Board may be taken on any item  
14 included in the agenda by whatever majority vote is required by the  
15 Statutes.  
16  
17 b. All actions of the School Board shall be taken only in official  
18 School Board meetings called, scheduled, and conducted according  
19 to these bylaws and the Statutes of the State.

20  
21 (5) Public Participation *Amended 6/17/97*

- 22  
23 a. The School Board shall listen to the advice of and counsel of the  
24 public in planning and operating the public schools. If a person  
25 has a valid interest or communication pertaining to the immediate  
26 business being discussed, he or she may be recognized to speak at  
27 the sole discretion of the Chairman.  
28  
29 b. Public discussion on any one topic shall be limited to 15 minutes,  
30 with each speaker being given 3 minutes to discuss the issue. New  
31 speakers shall not repeat the opinion of another speaker, each new  
32 speaker shall bring a new or different point of view. If an  
33 individual is selected to speak, when that person is directed by the  
34 Chairman, he or she should go to the podium and give the Board  
35 his or her name for the record.  
36  
37 c. Prior to the meeting, each speaker shall sign a form, which is  
38 maintained by the Superintendent and state whether they intend to  
39 speak on a specific topic on the agenda or a topic which is not on  
40 the agenda. The Chairman will determine whether persons who  
41 completed the form will speak at the meeting. If the topic is not on  
42 the agenda, the Board will not comment on the issue, but may  
43 direct staff to contact the speaker about the matter. The staff may  
44 contact the speaker to review or resolve the issue or to schedule the  
45 issue at a subsequent Board meeting.  
46

- 1 d. The Chairman has the authority to select persons from the audience  
2 to speak before the School Board if the Chairman concludes that  
3 the individual could make a contribution to items on the agenda or  
4 the topic under discussion. Individual Board members do not have  
5 the authority to select individual speakers  
6  
7 e. General citizen participation shall not be permitted when the Board  
8 is sitting as the "Legislative Body" pursuant to Chapter 447,  
9 Florida Statutes, to resolve impasse in any collective bargaining  
10 process; nor when the Board is considering or hearing any charges  
11 or recommendation, of suspension or discipline of any employee,  
12 any student disciplinary proceeding, or otherwise acting as a quasi-  
13 judicial body.  
14

15 (6) Order of Business *Amended 6/29/93 & 6/17/97*  
16

17 The School Board's business will usually be transacted in the order  
18 outlined below. The Order of Business at any particular meeting may be  
19 altered by the Chairman if no board member objects.  
20

- 21 I. Meeting Openings  
22 A. Call to Order  
23 B. Invocation  
24 C. Pledge of Allegiance  
25 D. Mission Statement  
26 II. Public Hearings  
27 III. Presentations  
28 IV. Agenda Modifications  
29 V. Consent Agenda  
30 VI. Items Removed from Consent Agenda for Special Consideration  
31 VII. Public Comment (Regular and/or Special Meetings)  
32 VIII. Administrative Services  
33 IX. Business and Fiscal Services  
34 X. School Operations and Human Resources  
35 XI. Curriculum and Instructional Services  
36 XII. Superintendent's Recommendations  
37 XIII. Old Business (List)  
38 XIV. New Business  
39 A. New Items Introduced by the Superintendent  
40 B. New Items Introduced by School Board Members.  
41 XV. Board Member Comments and Committee Reports



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- XVI. Information and Announcements
- XVII. Advance Planning
  - A. Future Meeting Dates.
  - B. ....
- XVIII. Adjournment

(7) Parliamentary Procedure - Robert's Rules of Order

- a. The School Board of Osceola County adopts the most current edition of Robert's Rules of Order, Newly Revised, as the operating procedure for the School Board. Whenever Robert's Rules of Order, Newly Revised conflicts with these bylaws, the bylaws of the School Board, or if applicable, the Florida Statutes or other rules governing the Board, shall control. Each Board member shall be provided with a copy of Robert's Rules to be used for their term on the Board.
- b. It is recognized that Robert's Rules may be impractical to apply verbatim or literally to every parliamentary question that may arise in the course of the Board's proceedings. Questions of applicability or interpretation of Robert's Rules shall be referred to the Board Attorney for his opinion, however it shall always be prerogative of the Chairman to rule on such questions as he believes to be correct or proper for this Board, subject only to the right of any two (2) Board members to take an "appeal" from such ruling.

(8) Minutes

The minutes of the meetings of the School Board shall include the following:

- a. Classification (regular, adjourned or special), date and place of meeting
- b. Call to order stating time, person presiding and his office
- c. Record Board members present and absent
- d. Notation of the presence or absence of the Superintendent
- e. Record of any corrections to the minutes of the previous meetings and the action approving them
- f. All main motions (except withdrawn motions), points of order and appeals, whether sustained or lost

- 1 g. All other motions that were not withdrawn
- 2
- 3 h. Record of all petitions of citizens
- 4
- 5 i. Record of all matters on which the School Board takes action and
- 6 the vote of each School Board member thereon
- 7
- 8 j. Notation of the times of recesses
- 9
- 10 k. Hour of adjournment
- 11
- 12 l. Signature of the Secretary and Chairman
- 13

14 (9) Recording of Votes

15  
16 Each member's vote shall be recorded, and with the approval of the other  
17 members he may also append at that time a statement indicating the reason  
18 for his vote.

19  
20 a. Recording of Statements

21  
22 An individual statement by a School Board member, which  
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

28  
29 All regular and special public meetings of the Board shall also be  
30 recorded electronically and the tape or other medium preserved by  
31 the Board Clerk. An additional copy of such recordings shall be  
32 kept readily accessible for use by Board Members, staff and the  
33 public at the District Media Center.

34  
35 **Q. Access to School Board Records**

36  
37 (1) Fees for Document Copies

38  
39 Copies of items requested by the general public, due to the cost involved,  
40 shall be priced at the cost of production. Each person making the request  
41 shall remunerate the School Board for the actual cost in each case.

42  
43 (2) Distribution of Board Meeting Agendas by Mail

44  
45 a. When the agenda for each School Board meeting has been  
46 completed by the Superintendent and is ready for distribution,  
47 additional copies will be reproduced and made available to



1 interested citizens who may receive them at the District School  
2 Offices, 817 Bill Beck Boulevard, Kissimmee, Florida, until the  
3 supply is exhausted.

- 4
- 5 b. Any citizen who desires a copy of the School Board meeting  
6 agenda mailed to him may arrange this service by contacting the  
7 office of the Superintendent. Mailing fees will be charged.
  - 8
  - 9 c. Nothing contained in the foregoing shall operate to deprive a  
10 citizen of his right to inspect and examine public records as  
11 provided in Florida's Public Records Act.

12

13 (3) Public Access to Minutes

14

15 The approved minutes of the School Board shall be shown to the public  
16 upon request in the presence of the Superintendent or his delegate,  
17 provided, however, that records shall not be removed from the  
18 Administration Building of the school system, except by vote of the  
19 School Board.

20

21 **R. Membership in Associations**

22

23 Recognizing the value of the Florida School Boards Association as both political  
24 and legal representatives of school boards, and realizing that in times of changing  
25 laws, curriculums, and methods of operation that school boards must be kept  
26 abreast, the School Board wishes to maintain its membership in the Florida  
27 School Boards Association. In addition, the School Board may hold membership  
28 in such other school board associations as may exist, and shall look upon such  
29 membership as an opportunity for growth in School Board service.

30

31 **S. Monitoring Products and Processes**

- 32
- 33 (1) The School Board directs the Superintendent, in cooperation with the  
34 school staff, student body, parents, and any other interested persons or  
35 groups, to establish and maintain a comprehensive accountability plan and  
36 set of procedures for the school system.
  - 37
  - 38 (2) The plan shall provide for regular, scheduled reports to the School Board  
39 on students, school level professionals, and staff development in academic  
40 vocational and general behavioral pursuits in relation to professional and  
41 School Board adopted instructional goals.
  - 42
  - 43 (3) The School Board accepts the responsibility for and will provide for  
44 monitoring for its own operations.
- 45

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**T. Administrative Positions**

The Board will not take action on new administrative positions or administrative nominations for at least one (1) week, seven (7) calendar days after being announced by the Superintendent. This can be waived by a four-fifths vote of the Board. Board members and news media will be notified in writing.





