

Indian River County District School Board Discussion  
AGENDA  
April 23, 2013  
1:00 p.m.

It is hereby advised that if a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he/she will need to ensure that a verbatim record is made that includes the testimony and evidence upon which the appeal is to be made.

**Review Board Policies with NEOLA**

- I. **Call Discussion to Order – Chairman Johnson**  
(Announcement: Please turn off all cell phones. Cell phones, even when set to a silent mode, can cause loud disturbances within the room's audio enhancement system.)
- II. **Welcome Statement and Introductions – Chairman Johnson**
- III. **Purpose of the Discussion – Dr. Adams**
- IV. **Presentation and Discussion of Policies – Ms. Roberts/NEOLA Representatives**
  - A. Policies to be Discussed**  
Various policies to be discussed are those that required research or additional staff review. The policies being discussed include those contained within the following Sections:
    - 0000 Bylaws
    - 1000 Administration
    - 2000 Program
    - 3000 Instructional Staff
    - 4000 Support Staff
    - 5000 Students
    - 6000 Finances
    - 7000 Property
    - 9000 Community Relations
  - B. Using the New System**  
Board Members will be given instruction on how to use the new online policy system.
- V. **Open Discussion – Chairman Johnson**
- VI. **ADJOURNMENT – Chairman Johnson**

Anyone who needs a special accommodation for this discussion may contact the School District's American Disabilities Act Coordinator, at 564-3060 (TTY 564-8507) at least 48 hours in advance of discussion date. NOTE: Changes and amendments to the agenda can occur 72 hours prior to the meeting. The agenda can be accessed by Internet at <http://www.indianriverschools.org>



1 The failure of the members of the Board to resolve a state of  
2 financial emergency would constitute malfeasance, misfeasance, and  
3 neglect of duty, and the members of the Board may be subject to the  
4 penalties set in forth Article IV, Section 7 of the Constitution of the  
5 State of Florida.

6 F.S. 218.39, 218.50, 218.501, 218.502, 218.503, 218.504

7 0122 **Board Powers**

8 The School Board shall be a body politic and corporate, and, as  
9 such, capable of suing and being sued; contracting and being  
10 contracted with; acquiring, holding, possessing, and disposing of  
11 real and personal property; taking and holding in trust for the use  
12 and benefit of the District, any grant or devise of land and any  
13 donation or bequest of money or other personal property.

14 F.S. 1001.41, 1001.42, 1001.43

15 As prescribed by law, the general powers of the Board are the  
16 determination of educational policies; the adoption of such rules and  
17 regulations to supplement those prescribed by the State Board and  
18 the Commissioner of Education as will contribute to the more  
19 orderly and efficient operation of the school system; the  
20 determination of minimum standards; and the performance of any  
21 duties that are assigned to it by law or by State Board regulations  
22 and that are found by it to be necessary for the improvement of the  
23 school system in carrying out the purposes and objectives of the  
24 Florida Constitution and Florida statutes.

25 The Board shall perform all duties found in Florida statutes and  
26 shall provide educational opportunity as required by Florida  
27 statutes.

28 F.S. 1000.41, 1001.42

1 0122.1 **Member Powers**

2 School Board members as individuals do not separately possess the  
3 powers that reside in the Board. Board members shall have  
4 authority only when acting as a Board legally in session. The Board  
5 shall not be bound in any way by any statement or action on the  
6 part of any individual Board member, except when such statement  
7 or action is pursuant to specific official instructions of the Board.

8 0123 **Standards for Boardmanship**

9 While serving on the School Board, each member shall agree to  
10 uphold the following standards:

- 11 A. remember that the first and greatest concern must be the  
12 educational welfare of all students attending the public  
13 schools, regardless of ability, race, creed, sex, or  
14 socio-economic status;
- 15 B. obey the law of Florida and the United States and bring about  
16 desired changes through legal and ethical procedures;
- 17 C. respect the confidentiality of privileged information;
- 18 D. recognize that as an individual Board member there is no  
19 authority to speak or act for the Board;
- 20 E. avoid conflicts of interest or the appearance thereof;
- 21 F. delegate authority for the administration of the schools to the  
22 Superintendent and staff;
- 23 G. encourage ongoing communications among Board members,  
24 the Board, students, staff, and the community;
- 25 H. render all decisions based on the available facts and  
26 independent judgment rather than succumbing to the  
27 influence of individuals or special interest groups;
- 28 I. make a concerted effort to attend all Board meetings and  
29 workshops;
- 30 J. become informed concerning the issues to be considered at  
31 each meeting;

- 1 K. improve boardmanship by studying educational issues and by  
2 participating in in-service programs;
- 3 L. support the employment of staff members based on  
4 qualifications and not as a result of influence;
- 5 M. cooperate with other Board members and the Superintendent  
6 to establish a system of regular and impartial evaluations of  
7 all staff;
- 8 N. cooperate in assessing the effectiveness of the Board as a  
9 whole as well as each Board member;
- 10 O. refrain from using the Board position for personal benefit or  
11 the benefit of family members or business associates;
- 12 P. express personal opinions but, once the Board has acted,  
13 accept the will of the majority;
- 14 Q. encourage recognition of the achievements of students and  
15 staff and the involvement and support of business and  
16 community members; and
- 17 R. comply with all duties and responsibilities set forth in the  
18 K-20 Education Code and the Code of Ethics for Public  
19 Officers and Employees.
- 20 Pursuant to F.S. 1001.42(7), a Board member may not knowingly  
21 sign and transmit to any State official a report of alleged misconduct  
22 by instructional personnel or school administrators which affects  
23 the health, safety, or welfare of a student which the Board member  
24 knows to be false or incorrect, or knowingly fail to adopt policies  
25 that require instructional personnel and school administrators to  
26 report alleged misconduct by other instructional personnel and  
27 school administrators, or that require the investigation of all reports  
28 of alleged misconduct by instructional personnel and school  
29 administrators, if the misconduct affects the health, safety, or  
30 welfare of a student. Violation of these provisions will result in the  
31 forfeit of the Board member's salary for one (1) year.

1 0125            **Special Gift Restrictions for School Board Members**

2                    All School Board members shall be required to complete training on  
3 the standards established herein upon election and annually  
4 thereafter.

5                    F.S. 112.313, 1001.42(6), 1001.421, 1012.23  
6                    F.A.C. 6B-1.001, 6B-1.006

7    © **NEOLA 2012**

1

ORGANIZATION

2 0151

**Organizational Meeting**

3  
4  
5  
6  
7  
8

In November of each year, the School Board shall organize annually in the month of November by electing a Chair and Vice-Chair. In an election year, the organizational meeting shall be on the third Tuesday after the first Monday in November. In non-election years, the date of the organizational meeting shall be set so that the public notice required by law can be provided.

Formatted: Indent: Left: 0", First line: 0",  
Suppress line numbers, Tab stops: Not at 1.2"

9  
10  
11  
12  
13

The Chair and Superintendent shall sign a copy of the proceedings of organization as provided in State law and this bylaw, including the schedule for regular meetings and the names and addresses of all District officers, and the Superintendent shall file the document within two (2) weeks with the Department of Education.

14

F.S. 100.041, 1001.371

15 0152

**Officers**

16  
17  
18

The organizational meeting shall be called to order by the Superintendent who shall act as presiding officer until the organization is complete.

19  
20

After new members have received the oath of office, elections of officers shall be by majority vote of members physically present.

21  
22

A. Officers shall serve for one (1) year and until their respective successors are elected and shall qualify.

23  
24  
25  
26  
27

B. In the event that the office of Chairman or Vice-Chairman becomes vacant, the School Board shall fill the vacancy for the unexpired term at the ensuing regular or special meeting in the same manner as the election conducted at the organization meeting.

28

F.S. 1001.371, 1001.462

1           The Superintendent shall be the secretary and executive officer of  
2           the Board.

3           F.S. 1001.48

4   0153       **Appointees**

5           At the organizational meeting, the School Board will reach a  
6           consensus in the selection of members as may be necessary to the  
7           various organizations, committees, and/or councils as may be  
8           required by law, Board policy, or as desired by the Board.

9           Board members shall discuss the need or necessity for Board  
10          members to participate in various organizations, committees,  
11          and/or councils as may be required by law, Board policy, or as  
12          desired by the Board and determine appropriate representation.

13          Further, at the organizational meeting, the Board shall elect one (1)  
14          member to serve on the county value adjustment board.  
15          Additionally, it is the responsibility of the Board to appoint one (1)  
16          citizen member who owns a business occupying commercial space  
17          located within the School District to the value adjustment board.

18          F.S. 194.015  
19          HB 909

20   0154       **Motions**

21          The School Board shall, at the organizational meeting, designate a  
22          day, place, and time for regular business meetings.

23   0155       **Committees**

24          The School Board may establish committees and sub-committees as  
25          the need arises.

26          The Board shall designate the standing committees.



1                   Committees of Board members shall, when specifically charged to do  
2                   so by the Board, conduct studies, and make recommendations to  
3                   the Board. Whenever a majority of a committee and/or sub-  
4                   committee meets for any pre-arranged discussion of public business  
5                   of that committee or sub-committee, it shall abide by the Sunshine  
6                   Law. The law requires that the committee or sub-committee give  
7                   public notice of each meeting as well as prepare, file, and maintain  
8                   minutes of the proceedings. Such minutes shall also be available for  
9                   inspection by the public.

10   0156           **Legal Counsel**

11                   The School Board may employ or retain legal counsel to render legal  
12                   services as are needed by the Board or Superintendent for school  
13                   matters.

14                   F.S. 1001. 32(3)

15   © **NEOLA 2012**

1

DRUG-FREE WORKPLACE

2 The School Board recognizes that substance abuse in our nation and our  
3 community exacts staggering costs in both human and economic terms. Substance  
4 abuse causes impaired job performance, lost productivity, absenteeism, accidents,  
5 wasted materials, lowered morale, higher health care costs, and diminished  
6 interpersonal relationship skills. The Board commits to create and maintain a  
7 drug-free workplace.

8 The use of illegal drugs, the abuse of alcohol, and the misuse of prescription and  
9 over-the-counter drugs are unacceptable. The Board shall clearly communicate this  
10 message to its administrators.

11 This drug free policy requires testing for job applicants who have been selected for  
12 employment; reasonable suspicion; routine fitness for duty when required by job  
13 description and not subject to random test program; random test for safety sensitive  
14 employees; post accident; and/or follow-up to substance abuse treatment.

15 Refusal to take a drug and/or alcohol test is insubordination and will result in  
16 disciplinary action, which may include termination of employment. A supervisor  
17 may require an employee to take a drug and/or alcohol test (of the type prescribed  
18 and required by the School District at the expense of the District); whenever a  
19 supervisor has reasonable suspicion to believe that this policy may be violated by  
20 the employee. Under such circumstances, a refusal to submit to the drug and/or  
21 alcohol test on an immediate basis will be insubordinate and may result in job  
22 action up to and including a termination from employment.

1 In addition, the Board shall publish a statement and provide a copy to each  
2 employee notifying the employee that controlled substances are prohibited in the  
3 workplace. This statement shall include notice that specific actions will be taken  
4 against District employees for violating the prohibition.

5 F.S. 440.101, 440.102  
6 34 C.F.R. 34-86.201  
7 34 C.F.R. Parts 85, 86, 104  
8 20 U.S.C. 86-201  
9 20 U.S.C. 701-706 Rehabilitative Act 1973  
10 20 U.S.C. 3171 et seq.  
11 20 U.S.C. Omnibus Transportation Testing Act of 1991  
12 29 U.S.C. 705 (20), 794, 794A  
13 41 U.S.C. 701 et seq.  
14 Vocational Rehabilitation Act of 1973  
15 Drug-Free Schools and Communities Act of 1986  
16 Drug-Free Workplace Act of 1988

17 © **NEOLA 2010**

1

**EMPLOYMENT CONTRACT**

2 Administrative staff members are required to receive and sign an employment  
3 contract in accordance with the legal requirements related to their position in the  
4 District.

5 Contracts for administrative personnel that provide extra compensation, bonuses,  
6 and/or severance pay shall strictly comply with the provisions of F.S. 215.425 that  
7 pertain to such extra compensation, bonuses, and/or severance pay.

8 F.S. 215.425, 1001.42(24), 1001.43, 1011.60, 1012.22, 1012.32, 1012.33  
9 F.S. 1012.34  
10 F.A.C. 6A-1.052

11 © **NEOLA 2012**

1                                    COMPENSATION FOR DECLARED EMERGENCY

2     During a state of emergency or imminent threat of disaster as declared by the  
3     President of the United States, Governor of Florida, or Indian River County  
4     Administrator, the Superintendent may close schools and/or other District facilities.  
5     The following provisions will be implemented after the declaration of an emergency:

6             A.     All employees will be on standby for possible duty.

7             B.     Employees on leave authorized prior to the “Declared Emergency”  
8                     and extending into the period or through the emergency to one (1)  
9                     day after shall remain on leave out of the possible rotating duty  
10                    assignment.

11            C.     Anyone not able to report to work as directed during a “Declared  
12                    Emergency” is on leave.

13            ~~D.     NON EXEMPT. Non instructional employees who report to work as~~  
14                    ~~directed by the Superintendent during a “Declared Emergency” will~~  
15                    ~~be compensated as outlined on the approved salary schedule or~~  
16                    ~~collective bargaining agreement where applicable. Additionally, if~~  
17                    ~~the Superintendent declares any day during the “Declared~~  
18                    ~~Emergency” a paid holiday, the employee who works may be~~  
19                    ~~compensated at their hourly rate for all hours worked on that day.~~  
20                    ~~Time and one half will be paid for all hours worked beyond forty (40)~~  
21                    ~~hours in each work week, but may be paid for all hours worked if so~~  
22                    ~~authorized by the Superintendent. The pay may be substituted with~~  
23                    ~~compensatory time at the option of the employee. All hours worked~~  
24                    ~~must be pre authorized by the site administrator.~~

Formatted: No underline

Formatted: No underline

1 ~~E. EXEMPT. Non-instructional and instructional employees who report~~  
2 ~~to work as directed by the Superintendent during a "Declared~~  
3 ~~Emergency" will be compensated as outlined on the approved salary~~  
4 ~~schedule or collective bargaining agreement where applicable.~~  
5 ~~Additionally, if the Superintendent declares any day during the~~  
6 ~~"Declared Emergency" a paid holiday, the employee who works may~~  
7 ~~be compensated at their hourly rate for all hours worked on that~~  
8 ~~day. Time and one half will be paid for all hours worked beyond~~  
9 ~~forty (40) hours in each work week but may be paid for all hours~~  
10 ~~worked if so authorized by the Superintendent. The pay may be~~  
11 ~~substituted with compensatory time at the option of the employee.~~  
12 ~~All hours worked must be pre-authorized by the site administrator~~  
13 ~~or Superintendent where applicable.~~

14 ~~F. This policy is subject to the terms of any applicable collective~~  
15 ~~bargaining agreement. A member of a bargaining unit shall have~~  
16 ~~such rights and obligations as set forth in the collective bargaining~~  
17 ~~agreement applicable to such employee notwithstanding any~~  
18 ~~inconsistent provision in this policy.~~

19 F.S. 120.536, 120.54, 120.81, 1001.41, 1001.42, 1001.42(17), 1001.43, 1001.49  
20 F.S. 1001.51, 1012.22

21 © INDIAN RIVER 2012

1

COMPENSATION

2 The base salary of all administrators shall be determined by the School Board and  
3 shall be authorized by the annual salary schedule adopted by the Board upon the  
4 recommendation of the Superintendent.

5 Pursuant to statutory requirements, a portion of each school-based administrator's  
6 compensation paid pursuant to the adopted salary schedule shall be based on  
7 demonstrated performance as required by State law and evaluated in accordance  
8 with State law and Policy 1220.

9 The adopted salary schedule shall also provide for differentiated pay for  
10 school-based administrators based upon District-determined factors, including but  
11 not limited to the following:

- 12 A. additional responsibilities;
- 13 B. school demographics;
- 14 C. critical shortage areas;
- 15 D. level of job performance difficulties.

16 In addition, the Board may pay a salary supplement for an advanced degree in the  
17 individual's area of certification.

18 **Bonuses or Severance Pay**

19 Any salary adjustments or supplements that would constitute bonuses must be  
20 based upon work performance. The determination of such bonus must include a  
21 process that describes performance standards and an evaluation process consistent  
22 with Policy 1220. All employees eligible for such a bonus will be notified before the  
23 beginning of the evaluation period on which the bonus is to be based.

1 If the Board provides a bonus and/or severance pay to administrative staff that is  
2 not included in the employment contract, the bonus and/or severance pay shall  
3 strictly comply with the provisions of F.S. 215.425 that pertain to such bonuses  
4 and/or severance pay.

5 F.S. 215.425, 1001.42(24), 1001.43, 1011.60, 1012.22, 1012.32, 1012.33  
6 F.S. 1012.34  
7 F.A.C. 6A-1.052

8 © **NEOLA 2012**



1

BENEFITS

2 The School Board may provide all administrative staff members with the following  
3 benefits:

4 A. Life Insurance

5 All administrators will have life insurance in an amount equal to  
6 \$25,000. For those employees sixty-five (65) and older, coverage will  
7 be reduced consistent with the certificate of group life insurance.  
8 Additional life insurance and limited dependent coverage are options  
9 provided to administrators at a group rate.

10 B. Hospitalization and Medical Insurance

11 All administrators shall have the opportunity to enroll in  
12 hospitalization and medical care benefits.

13 C. Employee Assistance Program

14 An Employee Assistance Program that, through outside professional  
15 counseling, may provide help for administrators and their families in  
16 areas including, but not limited to, emotional disorders, chemical  
17 (alcohol or drug) abuse, and/or marital, financial, family, legal, or  
18 occupational problems. The program shall be reviewed by the  
19 Superintendent and a recommendation for these services shall be  
20 made to the Board for approval.

21 D. Liability Coverage

22 All administrators will have insurance covering injury and property  
23 damage liability arising from the performance of assigned duties.  
24 This policy covers the administrator's liability for negligent acts  
25 arising out of administrative activities.

26 E. Workers' Compensation

27 Florida State law requires Workers' Compensation to be provided to  
28 all employees and volunteers of the District. This assures  
29 administrators who sustain a work-related illness or injury both  
30 income and medical care for that injury until they are able to return  
31 to work.

1 Administrators who are eligible for Workers' Compensation may be  
2 paid earned sick leave benefits in addition to Workers'  
3 Compensation benefits. The sick leave amount is reduced by the  
4 amount of the Workers' Compensation benefit. In no case can total  
5 pay exceed the administrator's regular at-work salary.

6 F. Other Insured Employee Benefits

7 Dental, vision, short term disability, long term disability, critical  
8 illness, cancer, and accidental death and dismemberment group  
9 insurance plans are available to administrators.

10 G. Flexible Spending Accounts

11 Flexible benefits plan accounts are available as an option for paying  
12 some medical, dental, vision, and child care costs with pre-tax  
13 dollars.

14 H. Legal Services

15 Legal services in a tort action shall be provided for administrators at  
16 such time action is construed to be an outcome of duties performed  
17 for the Board.

18 I. Terminal Pay

19 Any full-time member of the administrative staff shall be entitled to  
20 terminal pay at the time of resignation or retirement, with  
21 termination from employment. "Retirement" as used in this policy  
22 shall mean retirement under the Florida Retirement System with  
23 either full or reduced benefits as provided by law. If service is  
24 terminated by death, payment will be made to his/her beneficiary.  
25 Terminal pay for administrative staff shall be computed at the daily  
26 rate of pay of the staff member at the time of retirement or death  
27 multiplied by seventy percent (70%) of the total number of accrued  
28 and valid sick leave days credited to the employee.

- 29 1. Any person entitled to terminal pay benefits shall have been  
30 under contract to render services for the period immediately  
31 preceding resignation/retirement or death and shall not be  
32 under suspension from duty or have any charges pending  
33 which could result in dismissal from employment.

- 1                   2.     Any person entitled to terminal pay benefits who has  
2                   ten (10) - twelve (12) years, but less than thirteen (13) years of  
3                   creditable service shall be paid at fifty percent (50%) of the  
4                   accrued number of days in accordance with F.S. 1012.66.
- 5                   3.     The employee must have provided ten (10) years service to the  
6                   District immediately prior to retirement to be eligible for the  
7                   terminal pay benefits.
- 8                   4.     For any full-time employee included in the categories of  
9                   administrative, professional technical, and confidential  
10                  managerial terminal pay for sick leave shall be compensated  
11                  at the daily rate of pay applicable at the time the sick leave  
12                  was earned. For unused sick leave accumulated prior to  
13                  July 1, 2004, terminal payment shall be compensated at the  
14                  daily rate of pay at the time of termination. For purposes of  
15                  calculating this compensation, sick leave used shall be  
16                  deducted from the available balance beginning with  
17                  July 1, 2004. Any leave accumulated prior to July 1, 2004,  
18                  will be exhausted last.

19                  J.     Vacation Leave

- 20                  1.     A member of the administrative staff shall accrue vacation  
21                  leave, exclusive of holidays, with compensation as follows:
- 22                  a.     An employee with less than five (5) years of continuous  
23                  service in the District at the rate of one (1) day per  
24                  month, cumulative to twelve (12) work days per year.
- 25                  b.     An employee with five (5) or more, but less than  
26                  ten (10) years of continuous service in the District, will  
27                  accrue at the rate of one and one-fourth (1 1/4) days  
28                  per month, cumulative to fifteen (15) work days per  
29                  year.
- 30                  c.     No vacation leave may be accrued by an employee who  
31                  is not paid for at least twelve (12) working days during  
32                  any month.
- 33                  d.     The term "continuous" shall mean an employee who  
34                  has rendered uninterrupted service to the Board in a  
35                  twelve (12) month contractual position.



1           L.     Sick Leave Bank

2                   The sick leave bank, available to qualified administrators, is a  
3                   source from which additional paid sick leave days may be granted  
4                   for the administrators' catastrophic, prolonged personal illness,  
5                   accident, or injury. Membership in the sick leave bank is available  
6                   to administrators after completion of at least one (1) full year of  
7                   employment with the District consistent with the *Sick Leave Bank*  
8                   *Procedures*. The procedures may be updated by the Superintendent  
9                   as necessary.

10          M.     Retirement Incentive

11                   An employee who is not a member of a bargaining unit and is  
12                   eligible for retirement under an existing State retirement system  
13                   shall have fifteen percent (15%) (plus one percent (1%) for every  
14                   five (5) years of service with SDIRC) of the current annual salary,  
15                   exclusive of supplements, provided that the employee:

- 16                   1.     retires within the first year eligible for retirement without  
17                   penalty under one of the State retirement plans; and
- 18                   2.     begins the necessary procedures for retirement through the  
19                   District personnel office to effectuate retirement, and declares  
20                   intent by January 15th; with a resignation sixty (60) days  
21                   prior to the effective date of retirement.

22                   The employee must have provided at least ten (10) years of  
23                   continuous service to the District and have reached the age of  
24                   sixty-two (62) or must have completed thirty (30) years of  
25                   continuous service in the Florida Retirement System, ten (10) years  
26                   of which must be in the District to qualify.

27                   Employees who are not members of a bargaining unit and who have  
28                   served at least twenty-five (25) continuous years in the District will  
29                   also qualify.

1                   It shall be the responsibility of each employee to determine, through  
2                   the Division of Retirement, his/her eligibility for retirement, to  
3                   establish that s/he meets the requirements set forth for the  
4                   collection of the retirement incentives. Once the employee has  
5                   verified to the District personnel department that all requirements  
6                   for retirement are met, verification of such retirement will be given  
7                   the finance office so that a check for the retirement incentive may be  
8                   issued.

9                   N.     Retirement Options

10                  Retirement Options including, but not limited to regular disability,  
11                  In-Line-of-Duty Disability, and the Deferred Retirement Option  
12                  Program (DROP) are available to qualified employees.

13                  Retirement procedures and all Florida Retirement Service retirement  
14                  guides published by the State of Florida, Department of  
15                  Management Services, Division of Retirement are incorporated by  
16                  reference and are part of this Board policy.

17     F.S. 112.08, 112.1915, 121, 440.491, 1012.26, 1012.33, 1012.61, 1012.65

18     F.S. 1012.74, 1012.798

19     © **NEOLA 2009**

1

SICK LEAVE

2 Administrators who are appointed to work half-time or more shall earn one (1) day of  
3 paid sick leave for each full month of employment. Earned sick leave shall be  
4 pro-rated in proportion to the number of hours employed per day. Sick leave may  
5 not be used before it is earned and credited.

6

A. **Accrual**

7

1. Four (4) days of earned sick leave credit shall be annually  
8 advanced at the end of the first month of employment of each  
9 contract year, and one (1) day of sick leave will be advanced  
10 at the end of each successive month of employment.  
11 However, each employee is entitled to earn no more than  
12 one (1) day of sick leave times the number of months of  
13 employment during the year of employment.

14

2. An employee who is in an active pay status, including leave  
15 with pay, shall earn sick leave for each month in which s/he  
16 receives pay for one (1) day more than half the number of  
17 work days during that month.

18

3. An employee who is on leave without pay during a month  
19 shall earn sick leave for that month if s/he has worked  
20 one (1) day more than half the number of work days during  
21 that month.

22

4. If the employee terminates his or her employment and has  
23 not accrued the four (4) days of sick leave available to  
24 him/her, the School Board may withhold the average daily  
25 amount for the days of sick leave used but unearned by the  
26 employee.

27

5. Sick leave shall be cumulative from year to year.

1           B.    **Use**

2                   1.    An employee taking sick leave shall notify the appropriate  
3                   supervisor and file a request for leave of absence form  
4                   (Form 1430.03 F1) before beginning the leave, if possible. In  
5                   an emergency, the request for leave of absence form  
6                   (Form 1430.03 F1) may be filed immediately following return  
7                   to duty.

8                   2.    Sick leave shall be in increments of one-half (1/2) or full  
9                   days, and may be taken for the following reasons:

10                   a.    when the employee is unable to perform his/her duty  
11                   in the school on account of personal sickness,  
12                   accident, disability, or extended personal illness, and  
13                   consequently has to be absent from his/her work;

14                   b.    for the illness or death of the employee's spouse, child,  
15                   father, mother, brother, sister, other close relative, or  
16                   member of the employee's own household;

17                   c.    as personal leave with pay for up to five (5) days per  
18                   fiscal year; and

19                   d.    for the maternity or paternity of the employee or the  
20                   employee's spouse, child, other close relative, or  
21                   member of the employee's own household.

22           C.    **Transfer**

23                   1.    From Other Public Schools

24                   Sick leave may be transferred from other public schools in  
25                   Florida funded through the Florida Education Finance  
26                   Program. Transferred days may only be credited in a number  
27                   equal to the number of days earned in this District.  
28



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12

2. To Family Members

An employee may authorize transfer of accrued sick leave to his/her spouse, child, parent, or sibling, who is also a District employee, provided that the transfer relates to one of the reasons set forth in Paragraph (B)(2) herein.

The personnel administrator approving the leave may require documentation of the recipient's relationship to the authorizing employee.

(F.S. 1012.61(2)(e)1, 1012.61(2)(e)2)

13 F.S. 402.22, 1001.41, 1001.42(5), 1001.43(11), 1012.22, 1012.23, 1012.61  
14 F.S. 1012.62, 1012.66

15 © **NEOLA 2012**

1

LEAVES OF ABSENCE

2 A leave of absence is permission granted or allowed by the School Board under its  
3 adopted policies for an employee to be absent from duty for a specified period of time  
4 with the right to return to employment upon the expiration of the leave.

5 Administrators shall not be absent from their assigned duties except as authorized  
6 by the Superintendent. An administrator who is willfully absent from duty without  
7 leave shall forfeit compensation for the time of such absence. Contracts or  
8 appointments shall be subject to cancellation by the Board and administrator shall  
9 be subject to immediate dismissal.

10 All leave shall expire no later than June 30th of each school year except as otherwise  
11 permitted by law. If leave is requested to extend beyond June 30th, the  
12 administrator shall re-apply for leave to begin July 1st of the following school year.

13 Leave shall be used for the purposes set forth in the leave application. An  
14 administrator who uses leave for purposes other than that set forth in the leave  
15 application may be subject to discipline, up to and including termination.

16 Leave may be with or without pay as provided by law, regulations of the State Board,  
17 and this policy. For any absence that is without pay, the deduction in compensation  
18 for each day of absence shall be determined by dividing the annual salary by the  
19 number of days/hours for the employment period.

20 A. Paid leaves of absence may include: vacation, sick leave, personal  
21 charged to sick, jury duty/court service, illness or injury-in-line-of-  
22 duty, professional and military.

23 B. Unpaid leaves of absence may include: professional study, personal  
24 leave not paid, illness leave not paid, family and medical leave,  
25 maternity/adoption and child rearing leave.

26 Administrative staff should refer to the Leave of Absence Procedures for specific  
27 leave requirements.

28 F.S. 1012.22, 1012.61, 1012.63, 1012.64, 1012.66, 1012.67  
29 F.A.C. 6A-1.080

30 © **NEOLA 2012**

© **NEOLA 2012**

1

RELIGION IN THE CURRICULUM

2 Based on the First Amendment protection from the establishment of religion in the  
3 schools, no devotional exercises or displays of a religious character will be permitted  
4 in the District in the conduct of any program or activity under the jurisdiction of the  
5 School Board. Instructional activities shall not be permitted to advance or inhibit  
6 any particular religion or religion generally.

7 An understanding of religions and their effects on civilization is essential to the  
8 thorough education of young people and to their appreciation of a pluralistic society.  
9 To that end, curriculum may include as appropriate to the various ages and  
10 attainments of the students, instruction about the religions of the world.

11 The Board acknowledges the degree to which a religious consciousness has  
12 permeated the arts, literature, music, and issues of morality. The instructional and  
13 resource materials approved for use in the District schools frequently contain  
14 religious references or concern moral issues that have traditionally been the focus of  
15 religious concern. That such materials may be religious in nature shall not, by  
16 itself, bar their use by the District. The Board directs that instructional staff  
17 members employing such materials be neutral in their approach and avoid using  
18 them to advance or inhibit religion in any way.

19 The Board recognizes that religious traditions vary in their perceptions and  
20 doctrines regarding the natural world and its processes. The curriculum is chosen  
21 for its place in the education of the District's students, not for its conformity to  
22 religious principles. Students should receive unbiased instruction in the schools so  
23 they may privately accept or reject the knowledge thus gained, in accordance with  
24 their own religious tenets.

25 Accordingly, no student shall be exempted from attendance in a required course of  
26 study on the grounds that the instruction therein interferes with the free exercise of  
27 his/her religion.

28 F.S. 1003.45  
29 U.S. Consti. Amend. 1

30 © **NEOLA 2004**

1

CAREER AND TECHNICAL EDUCATION

2 The School Board recognizes that education is a function of both knowledge and the  
3 application of knowledge. Education that ties abstract ideas to practical  
4 applications also prepares students to use their minds, as well as preparing them to  
5 be citizens, parents, and members of a civilized culture. Career and technical  
6 education and academic education are complementary, rather than exclusive.

7 Career and technical education will provide experiences that complement and  
8 reinforce academic concepts that are particularly amenable to contextualized  
9 learning in a distinct career area and provide occupationally specific skills.

10 The Board shall provide career and technical education program offerings that  
11 include, but are not limited to:

- 12           A.    job preparatory courses designed to provide students with the  
13                    competencies necessary for effective entry into an occupation;
- 14           B.    exploratory courses designed to give students initial exposure to  
15                    skills and attitudes associated with a broad range of occupations in  
16                    order to assist them in making informed decisions regarding their  
17                    future academic and occupational goals;
- 18           C.    practical arts courses designed to teach students practical generic  
19                    skills which, although applicable in some occupations, are not  
20                    designed to prepare students for entry into an occupation;
- 21           D.    career education instruction which is designed to strengthen and  
22                    integrate basic academic skills and career/technical skills and  
23                    occupational awareness;
- 24           E.    accelerated career and technical programs such as vocational dual  
25                    enrollment designed to enable high school students to earn elective  
26                    credit toward graduation and postsecondary credit toward an A.S.  
27                    degree or a technical certificate.

28 Any effort to recruit students to participate in a particular career and technical  
29 program shall follow applicable State and Federal laws regarding provision of  
30 information.

1 Career and technical education program offerings are available to middle and high  
2 school students without regard to race, color, national origin, sex, age, or disability.

3 **Career and Professional Academies; Career-Themed Courses**

4 The District shall offer career and professional academies at the middle and high  
5 school levels, and at least two (2) career-themed courses. A “career and professional  
6 academy” is a research-based program that integrates a rigorous academic  
7 curriculum with an industry-specific curriculum aligned directly to priority  
8 workforce needs established by the regional workforce board or the Department of  
9 Economic Opportunity. Students completing career and professional academy  
10 programs must receive a standard high school diploma, the highest available  
11 industry certification, and opportunities to earn postsecondary credit if the academy  
12 partners with a postsecondary institution approved to operate in the state.

13 A “career-themed course” is a course, or a course in a series of courses, that leads to  
14 an industry certification identified in the Industry Certification Funding List  
15 pursuant to rules adopted by the State Board of Education. Career-themed courses  
16 have industry-specific curriculum aligned directly to priority workforce needs  
17 established by the regional workforce board or the Department of Economic  
18 Opportunity. Students completing a career-themed course will be provided  
19 opportunities to earn postsecondary credit if the credit for the career-themed course  
20 can be articulated to a postsecondary institution approved to operate in the State.

21 The Board expects career and professional academies offered in the District's high  
22 schools to provide rigorous and relevant career-themed courses that articulate to  
23 postsecondary-level coursework and provide students with the opportunity to receive  
24 a standard high school diploma, the opportunity to earn industry certification, the  
25 opportunity to attain the Florida Gold Seal Vocational Scholars award, and the  
26 opportunity to earn postsecondary credit.

27 The Board further expects that students who successfully complete the curriculum  
28 of the Career and Professional Academies that are established at the middle school  
29 level will have the opportunity to earn an industry certificate, high school credit, and  
30 participate in career planning, job shadowing, and business leadership development  
31 activities.

32 The Board encourages the Superintendent to forge partnerships with local  
33 businesses in the development of career and professional academies. These  
34 partnerships will help prepare students for the State's workforce needs, as well as  
35 help attract, expand, and retain targeted, high-value industry and jobs in the  
36 community.

1 A Florida Ready to Work Credential is earned by students who successfully pass  
2 assessments in Reading for Information, Applied Mathematics, and Locating  
3 Information or any other assessments of comparable rigor. Each assessment is  
4 scored on a scale of three (3) to seven (7) and a student receives a level of credential  
5 based on the score they receive. A bronze-level credential requires a minimum score  
6 of three (3) or above on each of the assessments, a silver-level credential requires a  
7 minimum score of four (4) or above on each of the assessments, and a gold-level  
8 credential requires a minimum score of five (5) or above on each of the assessments.

9 The District's career and professional academies should increase student academic  
10 achievement and graduation rates through integrated academic and career  
11 curriculum. Each middle school career exploration program, middle and high  
12 school career and professional academies leading to industry certification, and high  
13 school graduation requirements shall be aligned.

14 Each career and professional academy and career-themed course at the high school  
15 level must:

16 A. provide a rigorous standards-based academic curriculum integrated  
17 with a career curriculum; consider multiple styles of student  
18 learning; promote learning by doing through application and  
19 adaptation; maximize relevance of the subject matter; enhance each  
20 student's capacity to excel; and include an emphasis on work habits  
21 and work ethics.

22 B. include one or more partnerships with postsecondary institutions,  
23 businesses, industry, employers, economic development  
24 organizations, or other appropriate partners from the local  
25 community. Such partnerships with postsecondary institutions  
26 shall be delineated in articulation agreements and include any  
27 career and professional academy courses or career-themed courses  
28 that earn postsecondary credit. Such agreements may include  
29 articulation between the secondary school and public or private  
30 two (2) year and four (4) year postsecondary institutions and  
31 technical centers. Such partnerships must provide opportunities  
32 for:

33 1. instruction from highly skilled professionals who possess  
34 industry-certification credentials for courses they are  
35 teaching;

36 2. internships, externships, and on-the-job training;

37 3. a postsecondary degree, diploma, or certificate;

- 1                   4.     the highest available level of industry certification;
- 2                   5.     maximum articulation of credits pursuant to F.S. 1007.23  
3                   upon program completion.
- 4           C.     promote and provide opportunities for students enrolled in a career  
5                   and professional academy or a career-themed course to attain, at  
6                   minimum, the Florida Gold Seal Vocational Scholars award  
7                   pursuant to F.S. 1009.536.
- 8           D.     provide instruction in careers designated as high-skill, high-wage,  
9                   and high-demand by the regional workforce development board, the  
10                  chamber of commerce, economic development agencies, or the  
11                  Department of Economic Opportunity.
- 12           E.     deliver academic content through instruction relevant to the career,  
13                   including intensive reading and mathematics intervention required  
14                   by F.S. 1003.428, with an emphasis on strengthening reading for  
15                   information skills.
- 16           F.     offer applied courses that combine academic content with technical  
17                   skills.
- 18           G.     provide instruction resulting in competency, certification, or  
19                   credentials in workplace skills, including, but not limited to,  
20                   communication skills, interpersonal skills, decision-making skills,  
21                   the importance of attendance and timeliness in the work  
22                   environment, and work ethics.

23   Each career and professional academy at the middle school level must:

- 24           A.     lead to careers in occupations designated as high-skill, high-wage,  
25                   and high-demand in the Industry Certification Funding List  
26                   approved under rules adopted by the State Board of Education.
- 27           B.     integrate content from core subject areas.
- 28           C.     integrate career and professional academy or career-themed course  
29                   content with intensive reading and mathematics pursuant to  
30                   F.S. 1003.428.
- 31           D.     coordinate with high schools to maximize opportunities for middle  
32                   school students to earn high school credit.

- 1 E. provide access to virtual instruction courses provided by virtual  
2 education providers legislatively authorized to provide part-time  
3 instruction to middle school students. The virtual instruction  
4 courses must be aligned to State curriculum standards for middle  
5 school career and professional academy courses or career-themed  
6 courses, with priority given to students who have required course  
7 deficits.
- 8 F. provide instruction from highly skilled professionals who hold  
9 industry certificates in the career area in which they teach.
- 10 G. offer externships.
- 11 H. provide personalized student advisement that includes a parent-  
12 participation component.

13 **Strategic Plan to Address Local and Regional Workforce Demands**

14 Florida statutes require each Board to develop, in collaboration with regional  
15 workforce boards, economic development agencies, and postsecondary institutions  
16 approved to operate in the state, a strategic three (3) year plan to address and meet  
17 local and regional workforce demands. If involvement of a regional workforce board  
18 or an economic development agency in the strategic plan development is not  
19 feasible, the Board, with the approval of the Department of Economic Opportunity,  
20 shall collaborate with the most appropriate regional business leadership board.

21 The strategic plan must describe in detail provisions for the efficient transportation  
22 of students, the maximum use of shared resources, access to courses aligned to  
23 State curriculum standards through virtual education providers legislatively  
24 authorized to provide part-time instruction to middle school students, and an  
25 objective review of proposed career and professional academy courses and other  
26 career-themed courses to determine if the courses will lead to the attainment of  
27 industry certifications included on the Industry Certified Funding List pursuant to  
28 rules adopted by the State Board of Education.



1 The strategic three (3) year plan shall be constructed and based upon the elements  
2 set forth in F.S. 1003.491. Each strategic plan shall be reviewed, updated, and  
3 jointly approved every three (3) years by the School District, regional workforce  
4 boards, economic development agencies, and State-approved postsecondary  
5 institutions.

6 F.S. 445.004, 445.006, 446 et seq., 450.081, 1001.42, 1003.01, 1003.4156  
7 F.S. 1003.428, 1003.491, 1003.492, 1003.493, 1003.4935, 1004.91, 1004.92  
8 F.S. 1009.536, 1011.62, 1011.8029 U.S.C. 201-219  
9 F.A.C. 6A-6.301 through 6A-6.371, 6A-6.672, 6A-14.37

10 © **NEOLA 2012**

1  
2

COMPLAINT PROCEDURES RELATED TO  
ALLEGED DISCRIMINATION IN EMPLOYMENT

3 If a person has a good-faith, reasonable belief that s/he has been discriminated  
4 against on the basis of his/her race, color, national origin, gender (including sexual  
5 orientation and transgender identity), disability (including HIV, Aids, or sickle cell  
6 trait), marital status, age, religion, military status, ancestry, or genetic information,  
7 which are classes protected by State and/or Federal law (Protected Classes), the  
8 person may utilize the following complaint procedures as a means of reaching, at the  
9 lowest possible administrative level, a prompt and equitable resolution of the matter.

10 In accordance with Title II of the Americans with Disabilities Act (as amended),  
11 Title VI, and Title VII of the Civil Rights Act of 1964, Title IX of the Education  
12 Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended),  
13 Americans with Disabilities Act of 1990 (as amended), the Age Discrimination in  
14 Employment Act of 1967, the Equal Pay Act of 1963, the Pregnancy Discrimination  
15 Act of 1973, the Family Medical Leave Act of 1993, the Genetic Information  
16 Nondiscrimination Act of 2008, and their implementing regulations, the Florida Civil  
17 Rights Act of 1992, and/or the Florida Educational Equity Act, employees will be  
18 notified of their right to file an internal complaint regarding an alleged violation,  
19 misinterpretation or misapplication of the aforementioned Federal and State laws.

20 The following persons are designated as the District's Compliance Officers ("DCO"):

21 Name/Title: Executive Director of Human Resources  
22 Executive Director of Exceptional Education and Student Services

23 Address: 1990 25th Street  
24 Vero Beach, Florida 32960

25 Phone: 772-564-3000

26 Fax: 772-569-2360

1 Internal complaints must be in writing and must identify the specific circumstances  
2 or areas of dispute that have given rise to the complaint, and offer possible solutions  
3 to the dispute. Anonymous complaints will not be accepted. The complaint must be  
4 filed with a DCO, or with the Superintendent if the alleged harasser is one of the  
5 DCOs, within the time limits specified below. A DCO, or the Superintendent if the  
6 alleged harasser is one of the DCOs, is available to assist individuals in filing a  
7 complaint.

8 Internal Complaint Procedure

9 The following internal complaint procedure is available to employees for the prompt  
10 and equitable resolution of complaints alleging discrimination in employment based  
11 upon protected classes.

12 This complaint procedure is not available to unsuccessful applicants. Use of the  
13 internal complaint procedure is not a prerequisite to the pursuit of other remedies,  
14 including the filing of a complaint with the U.S. Department of Education's Office for  
15 Civil Rights, the Florida Commission on Human Relations, and/or any other State or  
16 Federal agencies responsible for investigating complaints of discrimination. An  
17 employee who files a complaint must continue to perform his/her duties in a  
18 competent manner during the time his/her complaint is pending. Employees who  
19 knowingly submit false complaints may be subject to disciplinary action.

20 A. An employee with a complaint based on alleged discrimination in  
21 employment may first discuss the problem with the DCO or his/her  
22 designee. If the alleged discrimination was committed by one of the  
23 DCOs, the employee may first discuss the matter with the  
24 Superintendent.

25 B. If the informal discussion does not resolve the matter, or if the  
26 employee skips Step A, the individual may file a formal written  
27 complaint with a DCO, or with the Superintendent if the alleged  
28 harasser is the DCO. The written complaint must contain the name  
29 and address of the individual or representative filing the complaint,  
30 be signed by the complainant, describe the alleged discriminatory  
31 action in sufficient detail to inform the DCO, or Superintendent if  
32 the alleged harasser is the DCO, of the nature and date of the  
33 alleged violation, and propose a resolution. The complaint must be  
34 filed within thirty (30) calendar days of the circumstances or event  
35 giving rise to the complaint, unless the time for filing is extended by  
36 the DCO, or the Superintendent if the alleged harasser is one of the  
37 DCOs, for good cause.

- 1 C. The DCO or his/her designee, or the Superintendent if the alleged  
2 harasser is one of the DCOs, will conduct an independent  
3 investigation of the matter, which may or may not include a hearing.  
4 This complaint procedure contemplates an informal, thorough  
5 investigation that affords all interested persons and their  
6 representatives, if any, an opportunity to present witnesses and  
7 other evidence relevant to the complaint. The DCO, or  
8 Superintendent if the alleged harasser is the DCO, will provide the  
9 complainant with a written disposition of the complaint within  
10 ten (10) workdays.  
11  
12 If no decision is rendered by the DCO within ten (10) workdays, or  
13 the decision of the DCO is unsatisfactory in the opinion of the  
14 complainant, the employee may file, in writing, an appeal with the  
15 Superintendent. The DCO, or Superintendent if the alleged  
16 harasser is the DCO, shall maintain the District's files and records  
17 relating to the complaint.
- 18 D. The Superintendent will, within ten (10) workdays of receiving the  
19 written appeal, conduct a hearing with all parties involved in an  
20 attempt to resolve the complaint.  
21  
22 The Superintendent will render his/her decision within ten (10)  
23 workdays of the hearing.
- 24 E. If the Superintendent is the subject of the complaint, then the  
25 complaint shall be forwarded to the Board Chairman and the Board  
26 Attorney, and the Chairman and the Board Attorney shall confer  
27 regarding the appropriate disposition and procedures for handling  
28 the complaint. The Chairman, acting with the advice of the Board  
29 Attorney, shall have the right to require the complainant to provide  
30 additional information if s/he is unable to understand the nature or  
31 the sufficiency of the complaint.
- 32 F. The employee may be represented, at his/her own cost, at any of the  
33 above-described meetings/hearings.
- 34 G. The right of a person to a prompt and equitable resolution of the  
35 complaint shall not be impaired by the person's pursuit of other  
36 remedies such as the filing of a complaint with the Office for Civil  
37 Rights, any other State or Federal agencies responsible for  
38 investigating complaints of discrimination, or the filing of a case in a  
39 court of competent jurisdiction. Use of this internal complaint  
40 procedure is not a prerequisite to the pursuit of other remedies.

1           H.     In accordance with F.S. Chapter 119, complaints and other records  
2                    created in relation to any internal complaint of discrimination will  
3                    remain confidential until a finding is made relating to probable  
4                    cause, the investigation of the complaint becomes inactive, or the  
5                    complaint or other record is made part of the official record of any  
6                    hearing or court proceeding.

7     Federal and/or State Complaint

8     At any time, if an employee believes that s/he has been subjected to discrimination  
9     with regard to the terms or conditions of his or her employment, the individual may  
10    file a complaint with the U.S. Department of Education's Office for Civil Rights  
11    ("OCR"), the Florida Commission on Human Relations (FCHR), and/or any other  
12    State or Federal agencies responsible for investigating complaints of discrimination.

13    The OCR can be reached at:

14            U.S. Department of Education  
15            Office for Civil Rights  
16            U.S. Department of Health and Human Services  
17            Sam Nunn Atlanta Federal Center, Suite 19T70  
18            61 Forsyth Street S.W.  
19            Atlanta, Georgia 30303-8909  
20            FAX: (404) 562-7881  
21            TDD: (404) 562-7884  
22            E-mail: [OCR@ed.gov](mailto:OCR@ed.gov)  
23            Web: <http://www.ed.gov/ocr>

24    The FCHR can be reached at:

25            Florida Commission on Human Relations  
26            2009 Apalachee Parkway, Suite 100  
27            Tallahassee, FL 32301  
28            Phone: (850) 488-7082  
29            Toll-Free: (800) 342-8170  
30            Fax: (850) 488-5291  
31            The Florida Relay Service Voice (statewide) 711  
32            TDD ASCII: (800) 955-1339  
33            TDD Baudot: (800) 955-8771  
34            E-mail: [fchrinfo@fchr.myflorida.com](mailto:fchrinfo@fchr.myflorida.com)  
35            Website: <http://fchr.state.fl.us>

1 Prohibition Against Retaliation

2 The School Board will not discriminate against, coerce, intimidate, threaten or  
3 interfere with any individual because the person opposed any act or practice made  
4 unlawful by Title II, Title VI, and Title VII of the Civil Rights Act of 1964, Title IX of  
5 the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of  
6 1973, Americans with Disabilities Act of 1990, as amended, the Age Discrimination  
7 in Employment Act of 1967, the Equal Pay Act of 1963, the Pregnancy  
8 Discrimination Act of 1973, the Family Medical Leave Act of 1993, the Genetic  
9 Information Nondiscrimination Act of 2008, and their implementing regulations, the  
10 Florida Civil Rights Act of 1992, and/or the Florida Educational Equity Act, or  
11 because that individual made a charge, testified, assisted or participated in any  
12 manner in an investigation, proceeding, or hearing under the aforementioned laws  
13 or implementing regulations, or because that individual exercised, enjoyed, aided or  
14 encouraged any other person in the exercise or enjoyment of any right granted or  
15 protected by the aforementioned laws or their implementing regulations.

16 F.S. 760.01 through 760.11 (and 509.092), Florida Civil Rights Act of 1992  
17 F.S. 448.07  
18 F.S. 448.075, 760.50  
19 F.S. 553.501 et seq., Florida Americans With Disabilities Accessibility  
20 Implementation Act  
21 F.S. 553.514  
22 F.S. 1000.05, Florida Educational Equity Act  
23 F.S. 1001.41, 1001.43  
24 F.A.C. 6A-19  
25 29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended  
26 42 U.S.C. 2000a, Title II of the Civil Rights Act of 1964, as amended  
27 42 U.S.C. 2000d, Title VI of the Civil Rights Act of 1964, as amended  
28 42 U.S.C. 2000e, Title VII of the Civil Rights Act of 1964, as amended  
29 42 U.S.C. 2000ff, the Genetic Information Nondiscrimination Act of 2008  
30 42 U.S.C. 12101, et seq., the Americans with Disabilities Act of 1990, as amended  
31 29 U.S.C. 2601, et seq., the Family Medical Leave Act of 1993, as amended  
32 29 U.S.C. 621, et seq., the Age Discrimination in Employment Act of 1967, as  
33 amended  
34 29 U.S.C. 206(d), the Equal Pay Act of 1963, as amended  
35 20 U.S.C. 1681-1688, Title IX of the Education Amendment Act of 1972

1

DRUG-FREE WORKPLACE

2 The School Board recognizes that substance abuse in our nation and our  
3 community exacts staggering costs in both human and economic terms. Substance  
4 abuse causes impaired job performance, lost productivity, absenteeism, accidents,  
5 wasted materials, lowered morale, higher health care costs, and diminished  
6 interpersonal relationship skills. The Board commits to create and maintain a  
7 drug-free workplace.

8 The use of illegal drugs, the abuse of alcohol, and the misuse of prescription and  
9 over-the-counter drugs are unacceptable. The Board shall clearly communicate this  
10 message to its instructional staff.

11 This drug free policy requires testing for job applicants who have been selected for  
12 employment; reasonable suspicion; routine fitness for duty when required by job  
13 description and not subject to random test program; random test for safety sensitive  
14 employees; post accident; and/or follow-up to substance abuse treatment.

15 Refusal to take a drug and/or alcohol test is insubordination and will result in  
16 disciplinary action, which may include termination of employment. A supervisor  
17 may require an employee to take a drug and/or alcohol test (of the type prescribed  
18 and required by the School District at the expense of the District); whenever a  
19 supervisor has reasonable suspicion to believe that this policy may be violated by  
20 the employee. Under such circumstances, a refusal to submit to the drug and/or  
21 alcohol test on an immediate basis will be insubordinate and may result in job  
22 action up to and including a termination from employment.

1 In addition, the Board shall publish a statement and provide a copy to each  
2 employee notifying the employee that controlled substances are prohibited in the  
3 workplace. This statement shall include notice that specific actions will be taken  
4 against District employees for violating the prohibition.

5 F.S. 440.101, 440.102  
6 20 U.S.C. 3224A  
7 20 U.S.C. Omnibus Transportation Testing Act of 1991  
8 20 U.S.C. 701-706 Rehabilitative Act 1973  
9 20 U.S.C. 86-201  
10 20 U.S.C. 3171 et seq.  
11 29 U.S.C. 705(2), 794, 794a  
12 34 C.F.R. Parts 85, 86, 104  
13 34 C.F.R. 34-86.201  
14 41 U.S.C. 701 et seq., Drug-Free Workplace Act of 1988  
15 Vocation Rehabilitation Act of 1973  
16 Drug-Free Schools and Communities Act of 1986

17 © **NEOLA 2010**



1

CONTRACTS: INSTRUCTIONAL PERSONNEL

2 Any person employed as a member of the instructional staff shall hold a valid  
3 Florida Teaching Certificate except as noted elsewhere in policy. All instructional  
4 staff members shall be entitled to and shall enter into a written contract with the  
5 School Board as provided by law. Any member of the instructional staff who is  
6 willfully absent from duty without leave shall forfeit compensation for the time  
7 absent, and the staff member's contract shall be subject to cancellation by the  
8 Board.

9 Contracts with, as well as contracts pertaining to, instructional staff that provide for  
10 extra compensation, bonuses, and/or severance pay, shall strictly comply with the  
11 provisions of F.S. 215.425.

12 Each individual newly hired as instructional personnel by the Board must be  
13 awarded a probationary contract which shall include a probationary period equal to  
14 one (1) school year. Upon successful completion of the probationary contract, the  
15 Board may award an annual contract. An annual contract may be awarded for  
16 instructional personnel who have successfully completed a probationary contract  
17 with the Board and have received one (1) or more annual contracts from the Board.  
18 An annual contract may be awarded only if the employee:

19 A. holds an active professional certificate or temporary certificate  
20 issued pursuant to F.S. 1012.56 and rules of the State Board of  
21 Education;

22 B. has been recommended by the Superintendent for the annual  
23 contract based upon the individual's evaluation under F.S. 1012.34  
24 and approved by the Board;

25 C. has not received two (2) consecutive annual performance evaluation  
26 ratings of unsatisfactory, two (2) annual performance evaluation  
27 rating of unsatisfactory within a three (3) year period, or three (3)  
28 consecutive annual performance evaluation ratings of needs  
29 improvement or a combination of needs improvement and  
30 unsatisfactory under F.S. 1012.34.

31 A true signed copy of the contract shall be retained by the Board in the office of the  
32 Superintendent.

1 Probationary employees may be dismissed without cause or may resign without their  
2 resignation constituting a breach of contract. Instructional personnel with an  
3 annual contract may be suspended or dismissed at any time during the term of the  
4 contract for just cause as defined by State law. Instructional personnel shall have  
5 the right to contest or challenge any such suspension or dismissal in accordance  
6 with the procedures set forth in State law.

7 **Year of Service Defined for Instructional Personnel**

8 The minimum time which may be recognized as a year of service for contractual  
9 purposes shall be full-time actual service rendered under contract for more than  
10 one-half (1/2) of the number of days or more than one-half (1/2) the number of total  
11 hours required for the normal contractual period of service for the position held. In  
12 determining such service, sick leave and holidays for which the employee received  
13 compensation shall be counted, but all other types of leave and holidays shall be  
14 excluded.

15 Any claim to a year of service for salary purposes shall be the equivalent of the  
16 service required for a continuing, instructional service, annual, or multi-year  
17 contract. Credit for service rendered in another state or as otherwise allowed under  
18 the adopted salary schedule shall be determined by using the minimum service  
19 required in the District for a comparable position and in accordance with provisions  
20 of the applicable collective bargaining agreement.

21 In determining the number of days that must be served to constitute a full year of  
22 out-of-state teaching experience, the existing regulations of the State or District in  
23 which the contract was executed shall be used as the criteria.

24 F.S. 215.425, 1001.42, 1001.43, 1011.60, 1012.22, 1012.32, 1012.33, 1012.335

25 F.S. 1012.34, 1012.56

26 F.A.C. 6A-1.052, 6A-1.064

27 © **NEOLA 2012**

1

COMPENSATION

2 The base salary of all instructional staff members shall be determined by the School  
3 Board and shall be authorized by the annual salary schedule adopted by the Board  
4 upon the recommendation of the Superintendent.

5 Pursuant to statutory requirements, a portion of each instructional staff member's  
6 compensation paid pursuant to the adopted salary schedule shall be based on  
7 demonstrated performance as required by State law and evaluated in accordance  
8 with State law and Policy 3220.

9 Effective July 1, 2013, the adopted salary schedule shall also provide for  
10 differentiated pay for instructional staff members based upon District-determined  
11 factors including, but not limited to, the following:

- 12 A. additional responsibilities;
- 13 B. school demographics;
- 14 C. critical shortage areas;
- 15 D. level of job performance difficulties.

16 In addition, the Board may pay a salary supplement for an advanced degree in the  
17 individual's area of certification.

18 **Bonuses or Severance Pay**

19 Any salary adjustments or supplements that would constitute bonuses must be  
20 based upon work performance. The determination of such bonus must include a  
21 process that describes performance standards and an evaluation process consistent  
22 with Policy 3220. All employees eligible for such a bonus will be notified before the  
23 beginning of the evaluation period on which the bonus is to be based.

1 If the Board provides bonuses and/or severance pay to instructional staff that are  
2 not included in an individual employment contract and/or pursuant to a collective  
3 bargaining contract, those bonuses and/or severance pay are subject to  
4 negotiations, but must strictly comply with the provisions of F.S. 215.425 that  
5 pertain to such bonuses and/or severance pay.

6 F.S. 215.425, 1001.42(24), 1001.43, 1011.60, 1012.22, 1012.32, 1012.33

7 F.S. 1012.34

8 F.A.C. 6A-1.052

9 © **NEOLA 2012**

1

BENEFITS

2 The School Board may provide all instructional staff members with the following  
3 benefits:

4 A. Life Insurance

5 All instructors will have life insurance in an amount equal to  
6 \$25,000. For those employees sixty-five (65) and older coverage will  
7 be reduced consistent with the certificate of group life insurance.

8 B. Hospitalization and Medical Care Benefits

9 All instructors shall have the opportunity to enroll in hospitalization  
10 and medical care benefits.

11 C. Employee Assistance Program

12 Employee Assistance Program that, through outside professional  
13 counseling, may provide help for instructors and their families in  
14 areas including, but not limited to, emotional disorders, chemical  
15 (alcohol or drug) abuse, and/or marital, financial, family, legal, or  
16 occupational problems. The program shall be reviewed by the  
17 Superintendent and a recommendation for these services shall be  
18 made to the Board for approval.

19 D. Liability Coverage

20 All instructors will have insurance covering injury and property  
21 damage liability arising from the performance of assigned duties.  
22 This policy covers the instructor's liability for negligent acts arising  
23 out of teaching activities.

24 E. Workers' Compensation

25 Florida State law requires Workers' Compensation to be provided to  
26 all employees and volunteers of the District. This assures  
27 instructors who sustain a work-related illness or injury both income  
28 and medical care for that injury until they are able to return to  
29 work.

1 Instructors who are eligible for Workers' Compensation may be paid  
2 earned sick leave benefits in addition to Workers' Compensation  
3 benefits. The sick leave amount is reduced by the amount of the  
4 Workers' Compensation benefit. In no case can total pay exceed the  
5 employee's regular at-work salary.

6 F. Other Insured Employee Benefits

7 Dental, vision, short term disability, long term disability, critical  
8 illness, cancer, and accidental death and dismemberment group  
9 insurance plans are available to instructional staff members.

10 G. Flexible Spending Accounts

11 Flexible benefits plan accounts are available as an option for paying  
12 some medical, dental, vision, and child care costs with pre-tax  
13 dollars.

14 H. Legal Services

15 Legal services in a tort action shall be provided for instructors at  
16 such time action is construed to be an outcome of duties performed  
17 for the Board.

18 I. Terminal Pay

19 Any full-time member of the instructional staff shall be entitled to  
20 terminal pay at the time of resignation or retirement, with  
21 termination from employment. "Retirement" as used in this policy  
22 shall mean retirement under the Florida Retirement System with  
23 either full or reduced benefits as provided by law. If service is  
24 terminated by death, payment will be made to his/her beneficiary.  
25 Terminal pay for instructional staff shall be computed at the daily  
26 rate of pay of the staff member at the time of retirement or death  
27 multiplied by seventy percent (70%) of the total number of accrued  
28 and valid sick leave days credited to the employee.

29 1. Any person entitled to terminal pay benefits shall have been  
30 under contract to render services for the period immediately  
31 preceding resignation/retirement or death and shall not be  
32 under suspension from duty or have any charges pending  
33 which could result in dismissal from employment.

- 1                    2.     Any person entitled to terminal pay benefits who has ten (10)  
2                                to twelve (12) years, but less than thirteen (13) years of  
3                                creditable service shall be paid at fifty percent (50%) of the  
4                                accrued number of days in accordance with F.S. 1012.66.
- 5                    3.     The employee must have provided ten (10) years service to the  
6                                District immediately prior to retirement to be eligible for  
7                                terminal pay benefits.
- 8                    4.     For any full-time employees included in the categories of  
9                                administrative, professional technical, and confidential  
10                                managerial terminal pay for sick leave shall be compensated  
11                                at the daily rate of pay applicable at the time the sick leave  
12                                was earned. For unused sick leave accumulated prior to  
13                                July 1, 2003, terminal payment shall be compensated at the  
14                                daily rate of pay at the time of termination. For purposes of  
15                                calculating this compensation, sick leave used shall be  
16                                deducted from the available balance beginning with  
17                                July 1, 2004. Any leave accumulated prior to July 1, 2004,  
18                                will be exhausted last.

19                    J.     Vacation Leave

- 20                    1.     A member of the administrative staff shall accrue vacation  
21                                leave, exclusive of holidays, with compensation as follows:
- 22                                a.     An employee with less than five (5) years of continuous  
23                                service in the District at the rate of one (1) day per  
24                                month, cumulative to twelve (12) work days per year.
- 25                                b.     An employee with five (5) or more, but less than  
26                                ten (10) years of continuous service in the District, will  
27                                accrue at the rate of one and one-fourth (1 1/4) days  
28                                per month, cumulative to fifteen (15) work days per  
29                                year.
- 30                                c.     No vacation leave may be accrued by an employee who  
31                                is not paid for at least twelve (12) working days during  
32                                any month.
- 33                                d.     The term "continuous" shall mean an employee who  
34                                has rendered uninterrupted service to the Board in a  
35                                twelve (12) month contractual position.

- 1                    2.     The maximum number of accumulated vacation hours, which  
2                    an employee is permitted to accrue at the end of each  
3                    calendar year shall be 500 hours.
  
- 4                    3.     Vacation leave may be granted by the Superintendent upon  
5                    the written application of the employee and with the prior  
6                    approval of the employee's administrative supervisor.  
7                    Vacation leave shall be so scheduled as to cause a minimum  
8                    disruption of the school program.
  
- 9                    4.     Vacation leave shall not be granted until the employee has  
10                   rendered at least six (6) months acceptable service in the  
11                   District.
  
- 12                   5.     Vacation leave may not be granted for less than one-half (1/2)  
13                   day.
  
- 14                   6.     Vacation leave will be charged against scheduled, working  
15                   days only.
  
- 16                   7.     Accrued vacation leave may be used for other types of leave  
17                   with the approval of the Superintendent.
  
- 18                   8.     Payment for accrued annual leave to an employee of the  
19                   Board upon termination of employment or upon retirement,  
20                   or to the employee's beneficiary, and if service terminated by  
21                   death shall be regulated by section A above. Employees hired  
22                   after July 1, 1995 are limited to a total of 500 hours  
23                   maximum payment.
  
- 24                   K.     Holidays
  
- 25                   Holidays will be designated by the Board at the time it adopts and  
26                   amends the school calendar and/or ratifies contractual agreements  
27                   with employee bargaining units.



1           L.     Sick Leave Bank

2                     The sick leave bank, available to qualified instructors, is a source  
3                     from which additional paid sick leave days may be granted for the  
4                     instructors' catastrophic, prolonged personal illness, accident, or  
5                     injury. Membership in the sick leave bank is available to instructors  
6                     after completion of at least one (1) full year of employment with the  
7                     District consistent with the *Sick Leave Bank Procedures*. The  
8                     guidelines may be updated by the Superintendent as necessary.

9           M.     Retirement Incentive

10                    An employee who is not a member of a bargaining unit and is  
11                    eligible for retirement under an existing State retirement system  
12                    shall fifteen percent (15%) (plus one percent (1%) for every five (5)  
13                    years of service with the District) of the current annual salary,  
14                    exclusive of supplements, provided that the employee:

- 15                    1.     retires within the first year eligible for retirement without  
16                    penalty under one (1) of the State retirement plans; and
- 17                    2.     begins the necessary procedures for retirement through the  
18                    District personnel office to effectuate retirement, and declares  
19                    intent by January 15th, with a resignation sixty (60) days  
20                    prior to the effective date of retirement.

21                    The employee must have provided at least ten (10) years of  
22                    continuous service to the District and have reached the age of  
23                    sixty-two (62) or must have completed thirty (30) years of  
24                    continuous service in the Florida Retirement System, ten (10) years  
25                    of which must have been in the District to qualify.

26                    Employees who are not member of a bargaining unit and who have  
27                    served at least twenty-five (25) continuous years in the District will  
28                    also qualify.

29                    It shall be the responsibility of each employee to determine, through  
30                    the Division of Retirement, his/her eligibility for retirement, to  
31                    establish that s/he meets the requirements set forth for the  
32                    collection of the retirement incentives. Once the employee has  
33                    verified to the District personnel department that all requirements  
34                    for retirement are met, verification of such retirement will be given to  
35                    the finance office so that a check for the retirement incentive may be  
36                    issued.

1           N.    Retirement Options

2                           Retirement options including, but not limited to, regular disability,  
3                           In-Line of Duty Disability, and the Deferred Retirement Option  
4                           Program (DROP) are available to qualified employees.

5                           Retirement procedures and all Florida Retirement Service retirement  
6                           guides published by the State of Florida, Department of  
7                           Management Services, Division of Retirement are incorporated by  
8                           reference and are part of this Board policy.

9    F.S. 112.08, 112.1915, 121, 440.491, 1012.26, 1012.33, 1012.61, 1012.65  
10 F.S. 1012.74, 1012.798

11    © **NEOLA 2009**

1

SICK LEAVE

2 Instructional staff members who are appointed to work half-time or more shall earn  
3 one (1) day of paid sick leave for each full month of employment. Earned sick leave  
4 shall be pro-rated in proportion to the number of hours employed per day. Sick  
5 leave may not be used before it is earned and credited.

6           A.     **Accrual**

- 7                   1.     Four (4) days of earned sick leave credit shall be annually  
8                               advanced at the end of the first month of employment of each  
9                               contract year, and one (1) day of sick leave will be advanced  
10                              at the end of each successive month of employment.  
11                              However, each employee is entitled to earn no more than  
12                              one (1) day of sick leave times the number of months of  
13                              employment during the year of employment.
- 14                   2.     An employee who is in an active pay status, including leave  
15                               with pay, shall earn sick leave for each month in which s/he  
16                               receives pay for one (1) day more than half the number of  
17                               work days during that month.
- 18                   3.     An employee who is on leave without pay during a month  
19                               shall earn sick leave for that month if s/he has worked  
20                               one (1) day more than half the number of work days during  
21                               that month.
- 22                   4.     If the employee terminates his or her employment and has  
23                               not accrued the four (4) days of sick leave available to  
24                               him/her, the School Board may withhold the average daily  
25                               amount for the days of sick leave used but unearned by the  
26                               employee.
- 27                   5.     Sick leave shall be cumulative from year to year.

1           B.    **Use**

2                   1.    An employee taking sick leave shall notify the appropriate  
3                   supervisor and file a request for leave of absence form  
4                   (Form 3430.03 F1) before beginning the leave, if possible. In  
5                   an emergency, the request for leave of absence form  
6                   (Form 3430.03 F1) may be filed immediately following return  
7                   to duty.

8                   2.    Sick leave shall be in increments of one-half (1/2) or full  
9                   days, and may be taken for the following reasons:

10                   a.    when the employee is unable to perform his/her duty  
11                   in the school on account of personal sickness,  
12                   accident, disability, or extended personal illness, and  
13                   consequently has to be absent from his/her work;

14                   b.    for the illness or death of the employee's spouse, child,  
15                   father, mother, brother, sister, other close relative, or  
16                   member of the employee's own household;

17                   c.    as personal leave with pay for up to five (5) days per  
18                   fiscal year; and

19                   d.    for the maternity or paternity of the employee or the  
20                   employee's spouse, child, other close relative, or  
21                   member of the employee's own household.

22           C.    **Transfer**

23                   1.    From Other Public Schools

24                   Sick leave may be transferred from other public schools in  
25                   Florida funded through the Florida Education Finance  
26                   Program. Transferred days may only be credited in a number  
27                   equal to the number of days earned in this District.  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12

2. To Family Members

An employee may authorize transfer of accrued sick leave to his/her spouse, child, parent, or sibling, who is also a District employee, provided that the transfer relates to one of the reasons set forth in Paragraph (B)(2) herein.

The personnel administrator approving the leave may require documentation of the recipient's relationship to the authorizing employee.

(F.S. 1012.61(2)(e)1, 1012.61(2)(e)2)

13 F.S. 402.22, 1001.41, 1001.42(5), 1001.43(11), 1012.22, 1012.23, 1012.61  
14 F.S. 1012.62, 1012.66

15 © **NEOLA 2012**

1

LEAVES OF ABSENCE

2 A leave of absence is permission granted by the School Board or allowed under its  
3 adopted policies for an employee to be absent from duty for a specified period of time  
4 with the right to return to employment upon the expiration of the leave.

5 Instructional staff shall not be absent from their assigned duties except as  
6 authorized by the Superintendent. An instructional staff member who is willfully  
7 absent from duty without leave shall forfeit compensation for the time of such  
8 absence. Contracts or appointments shall be subject to cancellation by the Board  
9 and the instructional staff members shall be subject to immediate dismissal.

10 All leave shall expire no later than June 30<sup>th</sup> of each school year. Automatic  
11 renewals of leave are not allowed. If leave is requested to extend beyond June 30<sup>th</sup>,  
12 the instructional staff member shall re-apply for leave to begin July 1<sup>st</sup> of the  
13 following school year.

14 Leave shall be used for the purposes set forth in the leave application. An  
15 instructional staff member who uses leave for purposes other than that set forth in  
16 the leave application may be subject to discipline, up to and including termination.

17 Leave may be with or without pay as provided by law, regulations of the State Board,  
18 and this policy. For any absence that is without pay, the deduction in compensation  
19 for each day of absence shall be determined by dividing the annual salary by the  
20 number of days/hours for the employment period.

21 A. Paid leaves of absence may include: vacation, sick leave, personal  
22 charged to sick, jury duty/court service, illness or injury-in-line-of-  
23 duty, professional and military.

24 B. Unpaid leaves of absence may include: professional study, personal  
25 leave not paid, illness leave not paid, family and medical leave,  
26 maternity/adoption and child rearing leave.

27 Instructional staff should refer to the collective bargaining agreement for specific  
28 leave requirements.

29 F.S. 1012.22, 1012.61, 1012.63, 1012.64, 1012.66, 1012.67  
30 F.A.C. 6A-1.080

31 © **NEOLA 2012**

© **NEOLA 2012**

1  
2

COMPLAINT PROCEDURES RELATED TO  
ALLEGED DISCRIMINATION IN EMPLOYMENT

3 If a person has a good-faith, reasonable belief that s/he has been discriminated  
4 against on the basis of his/her race, color, national origin, gender (including sexual  
5 orientation and transgender identity), disability (including HIV, Aids, or sickle cell  
6 trait), marital status, age, religion, military status, ancestry, or genetic information,  
7 which are classes protected by State and/or Federal law (Protected Classes), the  
8 person may utilize the following complaint procedures as a means of reaching, at the  
9 lowest possible administrative level, a prompt and equitable resolution of the matter.

10 In accordance with Title II of the Americans with Disabilities Act (as amended),  
11 Title VI, and Title VII of the Civil Rights Act of 1964, Title IX of the Education  
12 Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended),  
13 Americans with Disabilities Act of 1990 (as amended), the Age Discrimination in  
14 Employment Act of 1967, the Equal Pay Act of 1963, the Pregnancy Discrimination  
15 Act of 1973, the Family Medical Leave Act of 1993, the Genetic Information  
16 Nondiscrimination Act of 2008, and their implementing regulations, the Florida Civil  
17 Rights Act of 1992, and/or the Florida Educational Equity Act, employees will be  
18 notified of their right to file an internal complaint regarding an alleged violation,  
19 misinterpretation or misapplication of the aforementioned Federal and State laws.

20 The following persons are designated as the District's Compliance Officers ("DCO"):

21 Name/Title: Executive Director of Human Resources  
22 Executive Director of Exceptional Education and Student Services

23 Address: 1990 25th Street  
24 Vero Beach, Florida 32960

25 Phone: 772-564-3000

26 Fax: 772-569-2360

1 Internal complaints must be in writing and must identify the specific circumstances  
2 or areas of dispute that have given rise to the complaint, and offer possible solutions  
3 to the dispute. Anonymous complaints will not be accepted. The complaint must be  
4 filed with a DCO, or with the Superintendent if the alleged harasser is one of the  
5 DCOs, within the time limits specified below. A DCO, or the Superintendent if the  
6 alleged harasser is one of the DCOs, is available to assist individuals in filing a  
7 complaint.

8 Internal Complaint Procedure

9 The following internal complaint procedure is available to employees for the prompt  
10 and equitable resolution of complaints alleging discrimination in employment based  
11 upon protected classes.

12 This complaint procedure is not available to unsuccessful applicants. Use of the  
13 internal complaint procedure is not a prerequisite to the pursuit of other remedies,  
14 including the filing of a complaint with the U.S. Department of Education's Office for  
15 Civil Rights, the Florida Commission on Human Relations, and/or any other State or  
16 Federal agencies responsible for investigating complaints of discrimination. An  
17 employee who files a complaint must continue to perform his/her duties in a  
18 competent manner during the time his/her complaint is pending. Employees who  
19 knowingly submit false complaints may be subject to disciplinary action.

20 A. An employee with a complaint based on alleged discrimination in  
21 employment may first discuss the problem with the DCO or his/her  
22 designee. If the alleged discrimination was committed by one of the  
23 DCOs, the employee may first discuss the matter with the  
24 Superintendent.

25 B. If the informal discussion does not resolve the matter, or if the  
26 employee skips Step A, the individual may file a formal written  
27 complaint with a DCO, or with the Superintendent if the alleged  
28 harasser is the DCO. The written complaint must contain the name  
29 and address of the individual or representative filing the complaint,  
30 be signed by the complainant, describe the alleged discriminatory  
31 action in sufficient detail to inform the DCO, or Superintendent if  
32 the alleged harasser is the DCO, of the nature and date of the  
33 alleged violation, and propose a resolution. The complaint must be  
34 filed within thirty (30) calendar days of the circumstances or event  
35 giving rise to the complaint, unless the time for filing is extended by  
36 the DCO, or the Superintendent if the alleged harasser is one of the  
37 DCOs, for good cause.



- 1 C. The DCO or his/her designee, or the Superintendent if the alleged  
2 harasser is one of the DCOs, will conduct an independent  
3 investigation of the matter, which may or may not include a hearing.  
4 This complaint procedure contemplates an informal, thorough  
5 investigation that affords all interested persons and their  
6 representatives, if any, an opportunity to present witnesses and  
7 other evidence relevant to the complaint. The DCO, or  
8 Superintendent if the alleged harasser is the DCO, will provide the  
9 complainant with a written disposition of the complaint within  
10 ten (10) workdays.  
11  
12 If no decision is rendered by the DCO within ten (10) workdays, or  
13 the decision of the DCO is unsatisfactory in the opinion of the  
14 complainant, the employee may file, in writing, an appeal with the  
15 Superintendent. The DCO, or Superintendent if the alleged  
16 harasser is the DCO, shall maintain the District's files and records  
17 relating to the complaint.
- 18 D. The Superintendent will, within ten (10) workdays of receiving the  
19 written appeal, conduct a hearing with all parties involved in an  
20 attempt to resolve the complaint.  
21  
22 The Superintendent will render his/her decision within ten (10)  
23 workdays of the hearing.
- 24 E. If the Superintendent is the subject of the complaint, then the  
25 complaint shall be forwarded to the Board Chairman and the Board  
26 Attorney, and the Chairman and the Board Attorney shall confer  
27 regarding the appropriate disposition and procedures for handling  
28 the complaint. The Chairman, acting with the advice of the Board  
29 Attorney, shall have the right to require the complainant to provide  
30 additional information if s/he is unable to understand the nature or  
31 the sufficiency of the complaint.
- 32 F. The employee may be represented, at his/her own cost, at any of the  
33 above-described meetings/hearings.
- 34 G. The right of a person to a prompt and equitable resolution of the  
35 complaint shall not be impaired by the person's pursuit of other  
36 remedies such as the filing of a complaint with the Office for Civil  
37 Rights, any other State or Federal agencies responsible for  
38 investigating complaints of discrimination, or the filing of a case in a  
39 court of competent jurisdiction. Use of this internal complaint  
40 procedure is not a prerequisite to the pursuit of other remedies.

1           H.     In accordance with F.S. Chapter 119, complaints and other records  
2                    created in relation to any internal complaint of discrimination will  
3                    remain confidential until a finding is made relating to probable  
4                    cause, the investigation of the complaint becomes inactive, or the  
5                    complaint or other record is made part of the official record of any  
6                    hearing or court proceeding.

7     Federal and/or State Complaint

8     At any time, if an employee believes that s/he has been subjected to discrimination  
9     with regard to the terms or conditions of his or her employment, the individual may  
10    file a complaint with the U.S. Department of Education's Office for Civil Rights  
11    ("OCR"), the Florida Commission on Human Relations (FCHR), and/or any other  
12    State or Federal agencies responsible for investigating complaints of discrimination.

13    The OCR can be reached at:

14           U.S. Department of Education  
15           Office for Civil Rights  
16           U.S. Department of Health and Human Services  
17           Sam Nunn Atlanta Federal Center, Suite 19T70  
18           61 Forsyth Street S.W.  
19           Atlanta, Georgia 30303-8909  
20           FAX: (404) 562-7881  
21           TDD: (404) 562-7884  
22           E-mail: [OCR@ed.gov](mailto:OCR@ed.gov)  
23           Web: <http://www.ed.gov/ocr>

24    The FCHR can be reached at:

25           Florida Commission on Human Relations  
26           2009 Apalachee Parkway, Suite 100  
27           Tallahassee, FL 32301  
28           Phone: (850) 488-7082  
29           Toll-Free: (800) 342-8170  
30           Fax: (850) 488-5291  
31           The Florida Relay Service Voice (statewide) 711  
32           TDD ASCII: (800) 955-1339  
33           TDD Baudot: (800) 955-8771  
34           E-mail: [fchrinfo@fchr.myflorida.com](mailto:fchrinfo@fchr.myflorida.com)  
35           Website: <http://fchr.state.fl.us>

1 Prohibition Against Retaliation

2 The School Board will not discriminate against, coerce, intimidate, threaten or  
3 interfere with any individual because the person opposed any act or practice made  
4 unlawful by Title II, Title VI, and Title VII of the Civil Rights Act of 1964, Title IX of  
5 the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of  
6 1973, Americans with Disabilities Act of 1990, as amended, the Age Discrimination  
7 in Employment Act of 1967, the Equal Pay Act of 1963, the Pregnancy  
8 Discrimination Act of 1973, the Family Medical Leave Act of 1993, the Genetic  
9 Information Nondiscrimination Act of 2008, and their implementing regulations, the  
10 Florida Civil Rights Act of 1992, and/or the Florida Educational Equity Act, or  
11 because that individual made a charge, testified, assisted or participated in any  
12 manner in an investigation, proceeding, or hearing under the aforementioned laws  
13 or implementing regulations, or because that individual exercised, enjoyed, aided or  
14 encouraged any other person in the exercise or enjoyment of any right granted or  
15 protected by the aforementioned laws or their implementing regulations.

16 F.S. 760.01 through 760.11 (and 509.092), Florida Civil Rights Act of 1992  
17 F.S. 448.07  
18 F.S. 448.075, 760.50  
19 F.S. 553.501 et seq., Florida Americans With Disabilities Accessibility  
20 Implementation Act  
21 F.S. 553.514  
22 F.S. 1000.05, Florida Educational Equity Act  
23 F.S. 1001.41, 1001.43  
24 F.A.C. 6A-19  
25 29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended  
26 42 U.S.C. 2000a, Title II of the Civil Rights Act of 1964, as amended  
27 42 U.S.C. 2000d, Title VI of the Civil Rights Act of 1964, as amended  
28 42 U.S.C. 2000e, Title VII of the Civil Rights Act of 1964, as amended  
29 42 U.S.C. 2000ff, the Genetic Information Nondiscrimination Act of 2008  
30 42 U.S.C. 12101, et seq., the Americans with Disabilities Act of 1990, as amended  
31 29 U.S.C. 2601, et seq., the Family Medical Leave Act of 1993, as amended  
32 29 U.S.C. 621, et seq., the Age Discrimination in Employment Act of 1967, as  
33 amended  
34 29 U.S.C. 206(d), the Equal Pay Act of 1963, as amended  
35 20 U.S.C. 1681-1688, Title IX of the Education Amendment Act of 1972

1

DRUG-FREE WORKPLACE

2 The School Board recognizes that substance abuse in our nation and our  
3 community exacts staggering costs in both human and economic terms. Substance  
4 abuse causes impaired job performance, lost productivity, absenteeism, accidents,  
5 wasted materials, lowered morale, higher health care costs, and diminished  
6 interpersonal relationship skills. The Board commits to create and maintain a  
7 drug-free workplace.

8 The use of illegal drugs, the abuse of alcohol, and the misuse of prescription and  
9 over-the-counter drugs are unacceptable. The Board shall clearly communicate this  
10 message to its support staff.

11 This drug free policy requires testing for job applicants who have been selected for  
12 employment; reasonable suspicion; routine fitness for duty when required by job  
13 description and not subject to random test program; random test for safety sensitive  
14 employees; post accident; and/or follow-up to substance abuse treatment.

15 Refusal to take a drug and/or alcohol test is insubordination and will result in  
16 disciplinary action, which may include termination of employment. A supervisor  
17 may require an employee to take a drug and/or alcohol test (of the type prescribed  
18 and required by the School District at the expense of the District); whenever a  
19 supervisor has reasonable suspicion to believe that this policy may be violated by  
20 the employee. Under such circumstances, a refusal to submit to the drug and/or  
21 alcohol test on an immediate basis will be insubordinate and may result in job  
22 action up to and including a termination from employment.

1 In addition, the Board shall publish a statement and provide a copy to each  
2 employee notifying the employee that controlled substances are prohibited in the  
3 workplace. This statement shall include notice that specific actions will be taken  
4 against District employees for violating the prohibition.

5 F.S. 440.101, 440.102  
6 34 C.F.R. 34-86.201  
7 34 C.F.R. Parts 85, 86, 104  
8 20 U.S.C. 3224A  
9 20 U.S.C. 86-201  
10 20 U.S.C. 701-706 Rehabilitative Act 1973  
11 20 U.S.C. 3171 et seq.  
12 20 U.S.C. Omnibus Transportation Testing Act of 1991  
13 29 U.S.C. 705(20), 794, 794a  
14 41 U.S.C. 701 et seq., Drug-Free Workplace Act of 1988  
15 Vocational Rehabilitation Act of 1973  
16 Drug-Free Schools and Communities Act of 1986

17 © **NEOLA 2010**

1

STUDENT SUPERVISION AND WELFARE

2 Each support staff member shall maintain a standard of care for the supervision,  
3 control, and protection of students commensurate with assigned duties and  
4 responsibilities which include but are not limited to the following:

5 A. A support staff member shall report immediately to a building  
6 administrator any accident, safety hazard, or other potentially  
7 harmful condition or situation s/he detects.

8 B. A support staff member shall immediately report to a building  
9 administrator any knowledge of threats of violence by students.

10 C. A support staff member shall not send students on any non-school  
11 related errands.

12 D. A support staff member shall not inappropriately associate with  
13 students at any time in a manner which may give the appearance of  
14 impropriety, including, but not limited to, the creation or  
15 participation in any situation or activity which could be considered  
16 abusive or sexually suggestive or involve illegal substances such as  
17 drugs, alcohol, or tobacco. Any sexual or other inappropriate  
18 conduct with a student by any staff member will subject the offender  
19 to potential criminal liability and discipline up to and including  
20 termination of employment.

21 E. A support staff member shall not transport students in a private  
22 vehicle without the approval of a building administrator.

23 F. A student shall not be required to perform work or services that may  
24 be detrimental to his/her health.

25 G. Staff members are discouraged from engaging students in social  
26 media and online networking media, such as Facebook, Twitter,  
27 MySpace, etc., except for District approved social media used for  
28 educational and/or school related purposes.

29 H. Staff members are expressly prohibited from posting any video or  
30 comment pertaining to any student on social network sites or  
31 similar forums, such as YouTube.

1 I. If a student approaches a support staff member to seek advice or to  
2 ask questions regarding a personal problem related to sexual  
3 behavior, substance abuse, mental or physical health, and/or family  
4 relationships, etc., the support staff member may attempt to assist  
5 the student by facilitating contact with certified or licensed  
6 individuals in the District or community who specialize in the  
7 assessment, diagnosis, and treatment of the student's state  
8 problem. However, a support staff member should not attempt,  
9 unless properly licensed and authorized to do so, to counsel, assess,  
10 diagnose, or treat the student's problem or behavior, nor should  
11 such support staff member inappropriately disclose personally  
12 identifiable information concerning the student to third persons not  
13 specifically authorized by law.

14 Because most information concerning a child in school, other than directory  
15 information described in Policy 8330, is confidential under Federal and State laws,  
16 any staff member who shares confidential information with another person not  
17 authorized to receive the information may be subject to discipline and/or civil  
18 liability. This includes, but is not limited to, information concerning assessments,  
19 grades, behavior, family background, and alleged child abuse.

20 Pursuant to the laws of the State and School Board Policy 8462, each support staff  
21 member shall report to the proper legal authorities, immediately, any sign of  
22 suspected child abuse or neglect.

23 F.S. 119.011, 1001.51, 1002.22, 1003.32  
24 20 U.S.C. 1232  
25 34 C.F.R. Part 99

26 © **NEOLA 2010**

1

COMPENSATION FOR DECLARED EMERGENCY

2 During a state of emergency or imminent threat of disaster as declared by the  
3 President of the United States, Governor of Florida, or Indian River County  
4 Administrator, the Superintendent may close schools and/or other District facilities.  
5 The following provisions will be implemented after the declaration of an emergency:

6 A. All employees will be on standby for possible duty.

7 B. Employees on leave authorized prior to the “Declared Emergency”  
8 and extending into the period or through the emergency to one (1)  
9 day after shall remain on leave out of the possible rotating duty  
10 assignment.

11 C. Anyone not able to report to work as directed during a “Declared  
12 Emergency” is on leave.

13 ~~D. NON EXEMPT. Non-instructional employees who report to work as~~  
14 ~~directed by the Superintendent or his/her designee during a~~  
15 ~~“Declared Emergency” will be compensated as outlined on the~~  
16 ~~approved salary schedule or collective bargaining agreement where~~  
17 ~~applicable. Additionally, if the Superintendent declares any day~~  
18 ~~during the “Declared Emergency” a paid holiday, the employee who~~  
19 ~~works may be compensated at their hourly rate for all hours worked~~  
20 ~~on that day. Time and one half will be paid for all hours worked~~  
21 ~~beyond forty (40) hours in each work week, but may be paid for all~~  
22 ~~hours worked if so authorized by the Superintendent. The pay may~~  
23 ~~be substituted with compensatory time at the option of the~~  
24 ~~employee. All hours worked must be pre-authorized by the site~~  
25 ~~administrator.~~



1 ~~E. EXEMPT. Non instructional and instructional employees who report~~  
2 ~~to work as directed by the Superintendent or his/her designee~~  
3 ~~during a "Declared Emergency" will be compensated as outlined on~~  
4 ~~the approved salary schedule or collective bargaining agreement~~  
5 ~~where applicable. Additionally, if the Superintendent declares any~~  
6 ~~day during the "Declared Emergency" a paid holiday, the employee~~  
7 ~~who works may be compensated at their hourly rate for all hours~~  
8 ~~worked on that day. Time and one half will be paid for all hours~~  
9 ~~worked beyond forty (40) hours in each work week but may be paid~~  
10 ~~for all hours worked if so authorized by the Superintendent. The~~  
11 ~~pay may be substituted with compensatory time at the option of the~~  
12 ~~employee. All hours worked must be pre authorized by the site~~  
13 ~~administrator or Superintendent where applicable.~~

14 F. This policy is subject to the terms of any applicable collective  
15 bargaining agreement. A member of a bargaining unit shall have  
16 such rights and obligations as set forth in the collective bargaining  
17 agreement applicable to such employee notwithstanding any  
18 inconsistent provision in this policy.

19 F.S. 120.536, 120.54, 120.81, 1001.41, 1001.42, 1001.42(17), 1001.43, 1001.49  
20 F.S. 1001.51, 1012.22

21 © INDIAN RIVER 2012

1

BENEFITS

2 The School Board may provide all support staff members with the following benefits:

3 A. Life Insurance

4 All support staff will have life insurance in an amount equal to  
5 \$25,000. For those employees sixty-five (65) and older coverage will  
6 be reduced consistent with the certificate of group insurance.

7 B. Hospitalization and Medical Care Benefits

8 All support staff shall have the opportunity to enroll in  
9 hospitalization and medical care benefits.

10 C. Employee Assistance Program

11 Employee Assistance Program that, through outside professional  
12 counseling, may provide help for support staff and their families in  
13 areas including, but not limited to, emotional disorders, chemical  
14 (alcohol or drug) abuse, and/or marital, financial, family, legal, or  
15 occupational problems. The program shall be reviewed by the  
16 Superintendent and a recommendation for these services shall be  
17 made to the Board for approval.

18 D. Liability Coverage

19 All support staff will have insurance covering injury and property  
20 damage liability arising from the performance of assigned duties.  
21 This policy covers the support staff member's liability for negligent  
22 acts arising out of support staff activities.

23 E. Workers' Compensation

24 Florida State law requires Workers' Compensation to be provided to  
25 all employees and volunteers of the District. This assures support  
26 staff who sustain a work-related illness or injury both income and  
27 medical care for that injury until they are able to return to work.

1 Support personnel who are eligible for Workers' Compensation may  
2 be paid earned sick leave benefits in addition to Workers'  
3 Compensation benefits. The sick leave amount is reduced by the  
4 amount of the Workers' Compensation benefit. In no case can total  
5 pay exceed the employee's regular at-work salary.

6 F. Other Insured Employee Benefits

7 Dental, vision, short term disability, long term disability, critical  
8 illness, cancer, and accidental death and dismemberment group  
9 insurance plans are available to support staff members.

10 G. Flexible Spending Accounts

11 Flexible benefits plan accounts are available as an option for paying  
12 some medical, dental, vision, and child care costs with pre-tax  
13 dollars.

14 H. Legal Services

15 Legal services in tort action shall be provided for support staff at  
16 such time when action is construed to be an outcome of duties  
17 performed for the Board.

18 I. Terminal Pay

19 Any full-time member of the support staff shall be entitled to  
20 terminal pay at the time of resignation or retirement, with  
21 termination from employment. "Retirement" as used in this policy  
22 shall mean retirement under the Florida Retirement System with  
23 either full or reduced benefits as provided by law. If service is  
24 terminated by death, payment will be made to his/her beneficiary.  
25 Terminal pay for educational support employees shall be computed  
26 at the daily rate of pay of the staff member at the time of retirement  
27 or death multiplied by seventy percent (70%) of the total number of  
28 accrued and valid sick leave days credited to the employee.

29 1. Any person entitled to terminal pay benefits shall have been  
30 under contract to render services for the period immediately  
31 preceding resignation/retirement or death and shall not be  
32 under suspension from duty or have any charges pending  
33 which could result in dismissal from employment.

- 1                    2.     Any person entitled to terminal pay benefits who has ten (10)  
2                    to twelve (12) years, but less than thirteen (13) years of  
3                    creditable service shall be paid at fifty percent (50%) of the  
4                    accrued number of days in accordance with F.S. 1012.66.
- 5                    3.     The employee must have provided ten (10) years service to the  
6                    District immediately prior to retirement to be eligible for the  
7                    terminal pay benefits.
- 8                    4.     For any full-time employee included in the categories of  
9                    administrative, professional technical, and confidential  
10                   managerial terminal pay for sick leave shall be compensated  
11                   at the daily rate of pay applicable at the time the sick leave  
12                   was earned. For unused sick leave accumulated prior to  
13                   July 1, 2004, terminal payment shall be compensated at the  
14                   daily rate of pay at the time of termination. For purposes of  
15                   calculating this compensation, sick leave used shall be  
16                   deducted from the available balance beginning with  
17                   July 1, 2004. Any leave accumulated prior to July 1, 2004,  
18                   will be exhausted last.

19                   J.     Vacation Leave

- 20                   1.     A member of the administrative staff shall accrue vacation  
21                   leave, exclusive of holidays, with compensation as follows:
- 22                   a.     An employee with less than five (5) years of continuous  
23                   service in the District at the rate of one (1) day per  
24                   month, cumulative to twelve (12) work days per year.
- 25                   b.     An employee with five (5) or more, but less than  
26                   ten (10) years of continuous service in the District, will  
27                   accrue at the rate of one and one-fourth (1 1/4) days  
28                   per month, cumulative to fifteen (15) work days per  
29                   year.
- 30                   c.     No vacation leave may be accrued by an employee who  
31                   is not paid for at least twelve (12) working days during  
32                   any month.
- 33                   d.     The term "continuous" shall mean an employee who  
34                   has rendered uninterrupted service to the Board in a  
35                   twelve (12) month contractual position.

- 1                    2.     The maximum number of accumulated vacation hours, which  
2                    an employee is permitted to accrue at the end of each  
3                    calendar year shall be 500 hours.
  
- 4                    3.     Vacation leave may be granted by the Superintendent upon  
5                    the written application of the employee and with the prior  
6                    approval of the employee's administrative supervisor.  
7                    Vacation leave shall be so scheduled as to cause a minimum  
8                    disruption of the school program.
  
- 9                    4.     Vacation leave shall not be granted until the employee has  
10                   rendered at least six (6) months acceptable service in the  
11                   District.
  
- 12                   5.     Vacation leave may not be granted for less than one-half (1/2)  
13                   day.
  
- 14                   6.     Vacation leave will be charged against scheduled, working  
15                   days only.
  
- 16                   7.     Accrued vacation leave may be used for other types of leave  
17                   with the approval of the Superintendent.
  
- 18                   8.     Payment for accrued annual leave to an employee of the  
19                   Board upon termination of employment or upon retirement,  
20                   or to the employee's beneficiary, and if service terminated by  
21                   death shall be regulated by section A above. Employees hired  
22                   after July 1, 1995 are limited to a total of 500 hours  
23                   maximum payment.
  
- 24                   K.     Holidays
  
- 25                   Holidays will be designated by the Board at the time it adopts and  
26                   amends the school calendar and/or ratifies contractual agreements  
27                   with employee bargaining units.

1           L.     Sick Leave Bank

2                     The sick leave bank, available to qualified support staff, is a source  
3                     from which additional paid sick leave days may be granted for the  
4                     support staff member's catastrophic, prolonged personal illness,  
5                     accident, or injury. Membership in the sick leave bank is available  
6                     to support staff after completion of at least one (1) full year of  
7                     employment with the District consistent with the *Sick Leave Bank*  
8                     *Procedures*. The procedures may be updated by the Superintendent  
9                     as necessary.

10           M.     Retirement Incentive

11                    An employee who is not a member of a bargaining unit and is  
12                    eligible for retirement under an existing state retirement system  
13                    shall have fifteen percent (15%) (plus one percent (1%) for every  
14                    five (5) years of service with SDIRC) of the current annual salary,  
15                    exclusive of supplements, provided that the employee:

- 16                    1.     retires within the first year eligible for retirement without  
17                    penalty under one of the State retirement plans; and
- 18                    2.     begins the necessary procedures for retirement through the  
19                    District personnel office to effectuate retirement, and declares  
20                    intent by January 15th; with a resignation sixty (60) days  
21                    prior to the effective date of retirement.

22                    The employee must have provided at least ten (10) years of  
23                    continuous service to the District and have reached the age of  
24                    sixty-two (62) or must have completed thirty (30) years of  
25                    continuous service in the Florida Retirement System, ten (10) years  
26                    of which must be in the District to qualify.

27                    Employees who are not members of a bargaining unit and who have  
28                    served at least twenty-five (25) continuous years in the District will  
29                    also qualify.

1                   It shall be the responsibility of each employee to determine, through  
2                   the Division of Retirement, his/her eligibility for retirement, to  
3                   establish that s/he meets the requirements set forth for the  
4                   collection of the retirement incentives. Once the employee has  
5                   verified to the District personnel department that all requirements  
6                   for retirement are met, verification of such retirement will be given  
7                   the finance office so that a check for the retirement incentive may be  
8                   issued.

9                   N.     Retirement Options

10                  Retirement options including, but not limited to, regular disability,  
11                  In-Line of Duty Disability, and the Deferred Retirement Option  
12                  Program (DROP) are available to qualified employees.

13                  Retirement procedures and all Florida Retirement Service retirement  
14                  guides published by the State of Florida, Department of  
15                  Management Services, Division of Retirement are incorporated by  
16                  reference and are part of this Board policy.

17     F.S. 112.08, 112.1915, 121, 440.491, 1012.26, 1210.33, 1012.61, 1012.65

18     F.S. 1012.74, 1012.798

19     © **NEOLA 2009**

1

SICK LEAVE

2 Administrators who are appointed to work half-time or more shall earn one (1) day of  
3 paid sick leave for each full month of employment. Earned sick leave shall be  
4 pro-rated in proportion to the number of hours employed per day. Sick leave may  
5 not be used before it is earned and credited.

6

A. **Accrual**

7

1. Four (4) days of earned sick leave credit shall be annually  
8 advanced at the end of the first month of employment of each  
9 contract year, and one (1) day of sick leave will be advanced  
10 at the end of each successive month of employment.  
11 However, each employee is entitled to earn no more than  
12 one (1) day of sick leave times the number of months of  
13 employment during the year of employment.

14

2. An employee who is in an active pay status, including leave  
15 with pay, shall earn sick leave for each month in which s/he  
16 receives pay for one (1) day more than half the number of  
17 work days during that month.

18

3. An employee who is on leave without pay during a month  
19 shall earn sick leave for that month if s/he has worked  
20 one (1) day more than half the number of work days during  
21 that month.

22

4. If the employee terminates his or her employment and has  
23 not accrued the four (4) days of sick leave available to  
24 him/her, the School Board may withhold the average daily  
25 amount for the days of sick leave used but unearned by the  
26 employee.

27

5. Sick leave shall be cumulative from year to year.



1           B.     **Use**

2                   1.     An employee taking sick leave shall notify the appropriate  
3                   supervisor and file a request for leave of absence form  
4                   (Form 4430.03 F1) before beginning the leave, if possible. In  
5                   an emergency, the request for leave of absence form  
6                   (Form 4430.03 F1) may be filed immediately following return  
7                   to duty.

8                   2.     Sick leave shall be in increments of one-half (1/2) or full  
9                   days, and may be taken for the following reasons:

10                   a.     when the employee is unable to perform his/her duty  
11                   in the school on account of personal sickness,  
12                   accident, disability, or extended personal illness, and  
13                   consequently has to be absent from his/her work;

14                   b.     for the illness or death of the employee's spouse, child,  
15                   father, mother, brother, sister, other close relative, or  
16                   member of the employee's own household;

17                   c.     as personal leave with pay for up to five (5) days per  
18                   fiscal year; and

19                   d.     for the maternity or paternity of the employee or the  
20                   employee's spouse, child, other close relative, or  
21                   member of the employee's own household.

22           C.     **Transfer**

23                   1.     From Other Public Schools

24                   Sick leave may be transferred from other public schools in  
25                   Florida funded through the Florida Education Finance  
26                   Program. Transferred days may only be credited in a number  
27                   equal to the number of days earned in this District.  
28



1

LEAVES OF ABSENCE

2 A leave of absence is permission granted by the School Board or allowed under its  
3 adopted policies for an employee to be absent from duty for a specified period of time  
4 with the right to return to employment upon the expiration of the leave.

5 Support staff members shall not be absent from their assigned duties except as  
6 authorized by the Superintendent. A support staff member who is willfully absent  
7 from duty without leave shall forfeit compensation for the time of such absence.  
8 Appointments shall be subject to cancellation by the School Board and s/he shall be  
9 subject to immediate dismissal.

10 All leave shall expire no later than June 30<sup>th</sup> of each school year. Automatic  
11 renewals of leave are not allowed. If leave is requested to extend beyond June 30<sup>th</sup>,  
12 the instructional staff member shall re-apply for leave to begin July 1<sup>st</sup> of the  
13 following school year.

14 Leave shall be used for the purposes set forth in the leave application. A support  
15 staff member who uses leave for purposes other than that set forth in the leave  
16 application may be subject to discipline, up to and including termination.

17 Leave may be with or without pay as provided by law, regulations of the State Board,  
18 and this policy. For any absence that is without pay, the deduction in compensation  
19 for each day of absence shall be determined by dividing the annual salary by the  
20 number of days/hours for the employment period.

21 A. Paid leaves of absence may include: vacation, sick leave, personal  
22 charged to sick, jury duty/court service, illness or injury-in-line-of-  
23 duty, professional and military.

24 B. Unpaid leaves of absence may include: professional study, personal  
25 leave not paid, illness leave not paid, family and medical leave,  
26 maternity/adoption and child rearing leave.

27 Support staff should refer to the Leave of Absence Procedures for specific leave  
28 requirements.

1 Support staff in a certified bargaining unit should refer to collective bargaining  
2 agreements.

3 F.S. 1012.22, 1012.61, 1012.63, 1012.64, 1012.66, 1012.67  
4 F.A.C. 6A-1.079, 6A-1.080

5 © **NEOLA 2012**

1

**ABSENCES FOR RELIGIOUS HOLIDAYS**

2 It is the policy of the School Board that absences from school for observance of a  
3 religious holiday or because the tenets of a student's religion forbid secular activity  
4 during a school day or portion thereof shall be excused subject to compliance with  
5 this policy.

6 The Board authorizes the Superintendent to approve excused absences for religious  
7 holidays.

8 The Superintendent shall establish procedures and time limits to be observed:

- 9           A.    by students, teachers, and administrators in making available to  
10                each student, so excused, an opportunity to make up any  
11                examination, study, or work assignment which has been missed;
- 12           B.    by a student's parent(s) or guardian when giving prior notice of the  
13                student's intended absence; and
- 14           C.    when giving affected students and parents an opportunity to be  
15                heard in connection with the decision not to excuse an absence on a  
16                day or portion thereof.

17 When possible, schools will refrain from scheduling major assignments, tests, and  
18 examinations around religious holidays.

19 F.S. 1003.21  
20 F.A.C. 6A-1.09514

21 **© NEOLA 2009**

1 **PLEASE COMPLETE PAGE 3**

2 **BULLYING AND HARASSMENT**

3 The School Board is committed to providing an educational setting that is safe,  
4 secure, and free from harassment and bullying for all of its students and school  
5 employees.

6 The District will not tolerate unlawful bullying and harassment of any type.  
7 Conduct that constitutes bullying and harassment, as defined herein, is prohibited:

8 A. during any education program or activity conducted by the District;

9 B. during any school-related or school-sponsored program or activity or  
10 on a school bus of the District; or

11 C. through the use of data or computer software that is accessed  
12 through a computer, computer system, or computer network of the  
13 District.

14 This policy has been developed in consultation with District students, parents,  
15 teachers, administrators, school staff, school volunteers, community  
16 representatives, and local law enforcement agencies as prescribed in F.S. 1006.147  
17 and in conformity with the Florida Department of Education (FLDOE) Model Policy.

18 The Superintendent shall develop a comprehensive plan intended to prevent bullying  
19 and harassment and to cultivate the school climate so as to appropriately identify,  
20 report, investigate, and respond to situations of bullying and harassment as they  
21 may occur on school grounds, at school-sponsored events, and through school  
22 computer networks. Implementation of the plan will be ongoing throughout the  
23 school year and will be integrated with the school curriculum, District disciplinary  
24 policies, and violence prevention efforts.

25 **Definitions**

26 "**Bullying**" means systematically and chronically inflicting physical hurt or  
27 psychological distress on one (1) or more students or employees. It is defined as any  
28 unwanted and repeated written, verbal, or physical behavior, including any  
29 threatening, insulting, or dehumanizing gesture, by an adult or student, that is  
30 severe or pervasive enough to create an intimidating, hostile, or offensive  
31 educational environment; cause discomfort or humiliation; or unreasonably interfere  
32 with the individual's school performance or participation; and may involve:

33 A. teasing;

- 1           B.    threats;
- 2           C.    intimidation;
- 3           D.    stalking;
- 4           E.    cyberstalking;
- 5           F.    cyberbullying;
- 6           G.    physical violence;
- 7           H.    theft;
- 8           I.    sexual, religious, or racial harassment;
- 9           J.    public humiliation; or
- 10          K.    destruction of property.

11   **"Harassment"** means any threatening, insulting, or dehumanizing gesture, use of  
12   data or computer software, or written, verbal or physical conduct directed against a  
13   student or school employee that:

- 14           A.    places a student or school employee in reasonable fear of harm to  
15           his/her person or damage to his/her property;
- 16           B.    has the effect of substantially interfering with a student's  
17           educational performance, opportunities, or benefits; or
- 18           C.    has the effect of substantially disrupting the orderly operation of a  
19           school.

20   **"Bullying"** and **"harassment"** also encompass:

- 21           A.    Retaliation against a student or school employee by another student  
22           or school employee for asserting or alleging an act of bullying or  
23           harassment. Reporting an act of bullying or harassment that is not  
24           made in good faith is considered retaliation.

- 1           B.     Perpetuation of conduct listed in the definition of bullying and/or  
2           harassment by an individual or group with intent to demean,  
3           dehumanize, embarrass, or cause emotional or physical harm to a  
4           student or school employee by:
- 5                     1.     incitement or coercion;
- 6                     2.     accessing or knowingly and willingly causing or providing  
7                     access to data or computer software through a computer,  
8                     computer system, or computer network within the scope of  
9                     the District school system; or
- 10                    3.     acting in a manner that has an effect substantially similar to  
11                    the effect of bullying or harassment.

12   []        **"Harassment"** or **"bullying"** also means electronically transmitted acts  
13           (i.e., internet, e-mail, cellular telephone, personal digital assistance (PDA),  
14           or wireless hand-held device) that a student(s) or a group of students  
15           exhibits toward another particular student(s) and the behavior both causes  
16           mental and physical harm to the other student and is sufficiently severe,  
17           persistent, or pervasive that it creates an intimidating, threatening, or  
18           abusive educational environment for the other student(s).

19   **"Cyberstalking"** means to engage in a course of conduct to communicate, or to  
20           cause to be communicated, words, images, or language by or through the use of  
21           electronic mail or electronic communication, directed at a specific person, causing  
22           substantial emotional distress to that person and serving no legitimate purpose.

23   **Expected Behavior**

24   The District expects students to conduct themselves in keeping with their levels of  
25           development, maturity, and demonstrated capabilities with a proper regard for the  
26           rights and welfare of other students and school staff, the educational purpose  
27           underlying all school activities, and the care of school facilities and equipment.

28   Such behavior is essential in maintaining an environment that provides each  
29           student the opportunity to obtain a high quality education in a uniform, safe,  
30           secure, efficient, and high quality system of education.



1 The standards for student behavior shall be set cooperatively through interaction  
2 among students, parents/guardians, staff and community member, producing an  
3 atmosphere that encourages students to grow in self-discipline. The development of  
4 such an atmosphere requires respect for self and others, as well as for District and  
5 community property on the part of students, staff, and community members.  
6 School administrators, faculty, staff, and volunteers serve as role models for  
7 students and are expected to demonstrate appropriate behavior, treating others with  
8 civility and respect, and refusing to tolerate harassment or bullying.

9 **Consequences**

10 Consequences and appropriate remedial action for students who commit acts of  
11 bullying or harassment or found to have falsely accused another as a means of  
12 bullying or harassment may range from positive behavioral interventions up to and  
13 including suspension or expulsion, as outlined in the Code of Student Conduct.

14 Consequences and appropriate remedial action for a school employee found to have  
15 committed an act of bullying or harassment or found to have falsely accused another  
16 as a means of bullying or harassment shall include discipline in accordance with  
17 District policies, administrative procedures, and the collective bargaining agreement.  
18 Egregious acts of harassment by certified educators may result in a sanction against  
19 an educator's State-issued certificate. (See the Principles of Professional Conduct of  
20 the Education Profession in Florida – F.A.C. 6B-1006)

21 **Procedure for Reporting**

22 Any student or student's parent/guardian who believes s/he has been or is the  
23 victim of bullying or harassment should immediately report the situation to the  
24 Principal. The student may also report concerns to teachers and other school staff  
25 who will be responsible for notifying the appropriate administrator. Complaints  
26 against the principal should be filed with the Superintendent. Complaints against  
27 the Superintendent should be filed with the Board Chair.

28 All school employees are required to report alleged violations of this policy to the  
29 principal or as described above. All other members of the school community,  
30 including students, parents, volunteers, and visitors, are encouraged to report any  
31 act that may be a violation of this policy to the Principal or as described above.

32 Written and oral reports shall be considered official reports. Reports may be made  
33 anonymously, but formal disciplinary action may not be based solely on the basis of  
34 an anonymous report.

1 The principal shall establish and prominently publicize to students, staff,  
2 volunteers, and parents the procedure for reporting bullying and how such a report  
3 will be acted upon. A victim of bullying and/or harassment, anyone who witnessed  
4 the act, and anyone who has credible information that an act of bullying and/or  
5 harassment has taken place may file a report.

6 **Procedure for Investigation**

7 The investigation of a reported act of bullying or harassment is deemed to be a  
8 school-related activity and begins with a report of such an act. All complaints about  
9 bullying and/or harassment that may violate this policy shall be promptly  
10 investigated by an individual, designated by the principal, who is trained in  
11 investigative procedures. Documented interviews of the victim, alleged perpetrator,  
12 and witnesses shall be conducted privately and shall be confidential. The  
13 investigator shall collect and evaluate the facts including but not limited to:

- 14           A.     the nature of the behavior;
- 15           B.     how often the conduct occurred;
- 16           C.     whether there were past incidents or past continuing patterns of  
17                 behavior;
- 18           D.     the relationship between the parties involved;
- 19           E.     the characteristics of the parties involved;
- 20           F.     the identity of the alleged perpetrator, including whether the  
21                 individual was in a position of power over the individual allegedly  
22                 subjected to bullying or harassment;
- 23           G.     the number of alleged bullies/harassers;
- 24           H.     the age of the alleged bully/harasser;
- 25           I.     where the bullying and/or harassment occurred;
- 26           J.     whether there have been other incidents in the school involving the  
27                 same or other students;
- 28           K.     whether the conduct adversely affected the student's education or  
29                 educational environment; and
- 30           L.     the context in which the alleged incidents occurred.

1 Whether a particular action or incident constitutes a violation of the policy requires  
2 a determination based on all the facts and surrounding circumstances and shall  
3 include:

- 4           A.     a recommendation of remedial steps necessary to stop the bullying  
5                   and/or harassing behavior; and
- 6           B.     a written report to the principal.

7 Upon the initial filing of an incident, the investigative procedural steps shall be  
8 completed within ten (10) school days. The highest level of confidentiality possible  
9 shall be provided regarding the submission of a complaint or a report of bullying  
10 and/or harassment and for the investigative procedures that are employed.

11 The physical location or time of access of a computer-related incident cannot be  
12 raised as a defense in any disciplinary action initiated pursuant to this policy.

13 **Scope**

14 The investigator will provide a report on the results of the investigation with  
15 recommendations for the principal to make a determination if an act of bullying or  
16 harassment falls within the scope of District authority. If the action is within the  
17 scope of the District, District procedures for investigating bullying and/or  
18 harassment shall be followed. If the action is outside the scope of the District, and  
19 believed to be a criminal act, the action shall be referred to the appropriate law  
20 enforcement agency. If the action is outside the scope of the District and believed  
21 not a criminal act, the principal shall inform parents/guardians of all minor parties.

22 **Parent Notification**

23 The principal shall report the occurrence of an incident of bullying as defined by  
24 District policy to the parent/guardian of all students known to be involved in the  
25 incident on the same day an investigation of the incident has been initiated.  
26 Notification shall be by telephone or by personal conference and in writing by  
27 first-class mail and shall be consistent with the student privacy rights under  
28 applicable provisions of the Family Educational Rights and Privacy Act of 1974  
29 (FERPA). The notice shall advise the individuals involved of their respective due  
30 process rights including the right to appeal any resulting determination or action to  
31 the State Board of Education.

1 If the bullying incident results in the perpetrator being charged with a crime, the  
2 principal shall inform the parent/guardian of the identified victim(s) involved in the  
3 bullying incident about the Unsafe Schools Choice Option (No Child Left Behind  
4 (NCLB), Title IX, Part E, Subpart 2, Section 932) that states:

5 "A student attending a persistently dangerous public elementary  
6 school or secondary school, as determined by the State in  
7 consultation with a representative sample of local educational  
8 agencies, or a student who becomes a victim of a violent criminal  
9 offense, as determined by State law, while in or on the grounds of  
10 a public elementary or secondary school that the student attends,  
11 be allowed to attend a safe public elementary school or secondary  
12 school within the local educational agency, including a public  
13 charter school."

14 Upon the completion of the investigation and if criminal charges are to be pursued  
15 against the perpetrator, the appropriate law enforcement agencies shall be notified  
16 by telephone and/or in writing.

17 **Counseling Referral**

18 The District shall provide a referral procedure for intervening when bullying or  
19 harassment is suspected or when a bullying incident is reported. The procedure will  
20 include:

21 A. a process by which the teacher or parent may request informal  
22 consultation with school staff (e.g., school counselor, school  
23 psychologist, etc.) to determine the severity of concern and  
24 appropriate steps to address the concern;

25 B. a referral process to provide professional assistance or services that  
26 may include school intervention with a problem-solving focus to  
27 consider appropriate services (parent/guardian involvement  
28 required) or, if a formal discipline report or formal complaint is  
29 issued, a student referral for such school intervention as counseling  
30 support or other action (parent/guardian involvement required); or

31 C. a school-based action to address intervention and assistance as  
32 determined appropriate by the intervention team that includes:

33 1. counseling and support to address the needs of the victim(s)  
34 of bullying or harassment;

- 1                                    2.        interventions to address the behavior of students who bully  
2                                    and harass others (e.g., empathy training, anger  
3                                    management, etc.);
  
- 4                                    3.        intervention which includes assistance and support for  
5                                    parents, as may be deemed necessary or appropriate.

6        **Data Report**

7        The District will utilize Florida's School Environmental Safety Incident Reporting  
8        (SESIR) Statewide Report on School Safety and Discipline Data as prescribed. If a  
9        bullying and/or harassment incident occurs it will be reported in SESIR, coded  
10        appropriately using the relevant incident code and the related element code.  
11        Discipline and referral data will be recorded in Student Discipline/Referral Action  
12        Report and Automated Student Information System. In a separate section, the  
13        District shall include each reported incident of bullying or harassment that does not  
14        meet the criteria of a prohibited act under this policy with recommendations  
15        regarding such incidents.

16        The District will provide bullying incident, discipline, and referral data to the Florida  
17        Department of Education (FLDOE) in the format requested, through Survey 5 from  
18        Education Information and Accountability Services, and at designated dates  
19        provided by the Department.

20        **Training and Instruction**

21        Students, parents, teachers, school administrators, counseling staff, and school  
22        volunteers shall be provided instruction, at least annually, on the District's policy  
23        and administrative procedures regarding bullying and harassment. The instruction  
24        shall include evidence-based methods of preventing bullying and harassment, as  
25        well as information about how to effectively identify and respond to bullying in  
26        schools. Instruction regarding bullying, harassment, and the District's violence  
27        prevention and school safety efforts shall be integrated into District curriculum at  
28        the appropriate grade levels.

1 **Victim's Parent Reporting**

2 The principal shall report the occurrence of an incident of bullying as defined herein  
3 to the parent/guardian of students known to be involved in the incident on the same  
4 day an investigation of the incident has been initiated. Notification shall be by  
5 telephone and in writing by first-class mail and shall be consistent with the student  
6 privacy rights under applicable provisions of the Family Educational Rights and  
7 Privacy Act of 1974 (FERPA). According to the level of infraction, the victim's  
8 parents will be notified by telephone and/or in writing of actions being taken to  
9 protect the child; the frequency of notification will depend on the seriousness of the  
10 bullying or harassment incident.

11 **Policy Publication**

12 At the beginning of each school year, the Superintendent shall inform school staff,  
13 parents/guardians/other persons responsible for the welfare of a student of the  
14 District's student safety and violence prevention policy.

15 The District shall provide notice to students and staff of this policy in the Code of  
16 Student Conduct and in employee handbooks. The Superintendent will also provide  
17 such notification to all District contractors.

18 Each principal shall implement a process for discussing, at least annually, the  
19 District policy on bullying and harassment with students. Reminders of the policy  
20 and bullying prevention messages will be displayed, as appropriate, at each school  
21 and at District facilities.

22 **Immunity**

23 A school employee, school volunteer, students, parent/guardian, or other persons  
24 who promptly reports in good faith an act of bullying or harassment to the  
25 appropriate school official and who makes this report in compliance with the  
26 procedures set forth in District policy is immune from a cause of action for damages  
27 arising out of the reporting itself or any failure to remedy the reported incident.

28 Submission of a good faith complaint or report bullying or harassment will not affect  
29 the complainant or reporter's future employment, grades, learning or working  
30 environment, or work assignments. Such immunity from liability shall not apply to  
31 an employee, student, or volunteer determined to have made an intentionally false  
32 report about harassment, intimidation, and/or bullying.

1 **Privacy/Confidentiality**

2 The School District will respect the privacy of the complainant, the individual(s)  
3 against whom the complaint is filed, and the witnesses as much as possible,  
4 consistent with the Board's legal obligations to investigate, to take appropriate  
5 action, and to conform with any discovery or disclosure obligations. All records  
6 generated under this policy and its related administrative procedures shall be  
7 maintained as confidential to the extent permitted by law.

8 F.S. 110.1221, 1002.20, 1006.13, 1006.147  
9 Florida Department of Education Model Policy (June 2008)

10 © **NEOLA 2008**

1                    THE SCHOOLS AND INVESTIGATIONS INVOLVING STUDENTS

2     The School Board recognizes that all employees and agents of the Board have an  
3     affirmative duty to cooperate with law enforcement agencies and the Department of  
4     Children and Family Services and comply with investigations relating to child abuse,  
5     abandonment, and neglect, or an alleged unlawful sexual offense involving a child.  
6     As provided herein, building administrators may also assist authorities in their  
7     investigations of other violations of law in which students are alleged to be involved.

8     When law enforcement authorities or officials from the Department of Children and  
9     Family Services arrive at the school and wish to interview a student or investigate an  
10    alleged violation of law, they must contact the building administrator indicating the  
11    nature of their investigation and expressing their desire to question a student or  
12    students.

13    Investigation of Child Abuse/Neglect Under the Child Protection Act by a Public  
14    Children's Service Agency

15    Every employee and agent of the Board who, in connection with his/her position,  
16    knows or suspects child abuse, abandonment, or neglect must immediately report  
17    that knowledge or suspicion to the Department of Children and Family Services or  
18    law enforcement agency in accordance with Board Policy 8462.

19    An official of the Department of Children and Family Services or law enforcement  
20    agency may interview a student on school property during school hours in order to  
21    investigate a claim of child abuse/neglect involving such student or a member of the  
22    student's family. If neither the student nor a member of his/her family is the  
23    subject of the child abuse/neglect investigation, such agency shall be encouraged to  
24    contact the student during non-school hours and investigate the matter off school  
25    property, if at all possible.

26    The building administrator shall attempt to contact the parent prior to questioning,  
27    unless the investigator specifically requests that s/he not make such contact due to  
28    potential impact on the investigation.

29    The building administrator or designated guidance counselor will remain in the  
30    room during questioning of the student unless prohibited by the agency investigator.



1 Investigations of Child Abuse/Neglect by Law Enforcement Agencies

2 A law enforcement agency may interview a student on school property during school  
3 hours in order to investigate a claim of child abuse/neglect involving such student  
4 or a member of the student's family. If neither the student nor a member of his/her  
5 family is the subject of the child abuse/neglect investigation, such agency shall be  
6 encouraged to contact the student during non-school hours and investigate the  
7 matter off school property, if at all possible.

8 Investigations of Violations of Law by Law Enforcement Agencies

9 Unless the police officer certifies a law enforcement or public safety emergency, or is  
10 taking the student into custody pursuant to an arrest or court order and thereafter  
11 removing the student from the school campus, the Principal shall have the authority  
12 to deny an on campus interview if, in the discretion of the Principal, that on campus  
13 interview may disrupt the educational program for the student or the school to an  
14 unreasonable degree. However, with the consent of the parent or guardian, if an on  
15 campus interview is initially denies, it may be rescheduled.

16 Law enforcement agencies investigating complaints other than under the Child  
17 Protection Act should contact a student during non-school hours and investigate  
18 alleged violations of the law off school property if at all possible. An investigation  
19 can take place immediately on school property during school hours at the request of  
20 the building administrator if the alleged violation of law took place on school  
21 property, involves other situations affecting school safety or in emergency situations.

22 Before the student(s) is (are) questioned as a witness to or suspect in an alleged  
23 violation of law, the building administrator shall attempt to contact the parent prior  
24 to questioning and shall remain in the room during the questioning unless  
25 compelling reasons for exclusion are provided by the law enforcement agency.

26 Notification and Release of Records

27 Attempts to notify the parents regarding investigations of child abuse/neglect and  
28 other law enforcement investigations shall be documented.

1 When an authorized law enforcement officer or the Department of Children and  
2 Family Services removes a student, the building administrator shall also notify the  
3 parent(s) and the Superintendent. No school official may release personally  
4 identifiable student information in education records to the police or the Department  
5 of Children and Family Services without prior written permission of the parent, a  
6 lawfully-issued subpoena, a court order or a health or safety emergency. (See Board  
7 Policy 8330).

8 Fla. Const. Art. I, Sect. 9  
9 F.S. 1006.061

10 © **NEOLA 2010**

1                    SCHOOL-SPONSORED PUBLICATIONS AND PRODUCTIONS

2     The School Board sponsors student publications and productions as means by  
3     which students learn, under adult direction/supervision, the rights and  
4     responsibilities inherent when engaging in the public expression of ideas and  
5     information in our democratic society.

6     For purposes of this policy, "school-sponsored student media" shall include both  
7     student publications and productions. "Student publications" shall include any  
8     written materials, (including, but not limited to, banners, flyers, posters, pamphlets,  
9     notices, newspapers, playbills, yearbooks, literary journals, books, and t-shirts and  
10    other school-sponsored clothing), as well as material in electronic or on-line form  
11    (including, but not limited to, websites, web logs ("blogs"), video or audio clips, and  
12    newsletters or announcements transmitted by e-mail, wireless broadcast or other  
13    similar distribution/dissemination). "Student productions" shall include vocal and  
14    theatrical performances, impromptu dramatic presentations, or any electronic media  
15    (including, but not limited to, radio and television programs, podcasts, and other  
16    video or audio productions that are recorded for re-broadcast or broadcast in real  
17    time using any available broadcast technology). Further, the term "publication"  
18    shall include distribution and dissemination of a student publication; and the term  
19    "performance" shall include presentation and broadcast of a student production.

20    The following speech is unprotected and prohibited in all school-sponsored student  
21    publications and productions: speech that is defamatory, libelous, obscene or  
22    harmful to juveniles; speech that is reasonably likely to cause substantial disruption  
23    of or material interference with school activities or the educational process; speech  
24    that infringes upon the privacy or rights of others; speech that violates copyright  
25    law; speech that promotes activities, products or services that are unlawful (illegal)  
26    as to minors as defined by State or Federal law; and speech that otherwise violates  
27    school policy and/or State or Federal law. The Board authorizes the administration  
28    to engage in prior review and restraint of school-sponsored publications and  
29    productions to prevent the publication or performance of unprotected speech.

1 All school-sponsored student publications and productions are nonpublic forums.  
2 While students may address matters of interest or concern to their readers/viewers,  
3 as nonpublic forums, the style and content of the student publications and  
4 productions can be regulated for legitimate pedagogical, school-related reasons.  
5 School officials shall routinely and systematically review and, if necessary, restrict  
6 the style and/or content of all school-sponsored student publications and  
7 productions prior to publication/performance in a reasonable manner that is  
8 neutral as to the viewpoint of the speaker. Legitimate pedagogical concerns are not  
9 confined to academic issues, but include the teaching by example of the shared  
10 values of a civilized social order, which consists of not only independence of thought  
11 and frankness of expression but also discipline, courtesy/civility, and respect for  
12 authority. School officials may further prohibit speech that is ungrammatical,  
13 poorly written, inadequately researched, biased or prejudice, vulgar or profane, or  
14 unsuitable for immature audiences.

15 The Board expressly authorizes the publication/performance of student media  
16 outside the school community (i.e. to the general public). See Board Policy 9160.

17 Students shall not be disciplined and/or retaliated against for exercising and/or  
18 asserting their free speech rights as defined in this policy. Nothing in this policy,  
19 however, restricts the Board's ability to impose post-publication/performance  
20 discipline related to a student engaging in the impermissible  
21 publication/performance of unprotected speech.

22 Advertising is permitted in all school-sponsored student publications/productions.

23 Advertisements submitted for publication or inclusion in a production shall be  
24 reviewed by the Principal for a determination that they are appropriate for juveniles.  
25 The Superintendent retains the final authority to determine whether an  
26 advertisement is appropriate and will be included in a publication/production.  
27 Advertisements may be rejected for legitimate pedagogical school-related reasons  
28 unrelated to the viewpoint of the advertiser (e.g., the advertisement encourages  
29 action that would endanger the health and safety of students).

30 **General Prohibitions**

31 Regardless of their status as non-public or limited-purpose public *forums*, the Board  
32 prohibits publications, productions and advertisements that:

- 33           A.     promote, favor, or oppose any candidate for election or the adoption  
34                   of any bond issue, proposal, or question submitted at any election;



1

DISTRICT BUDGET

2 The Constitution of the State of Florida requires that the District operate under a  
3 balanced budget. The School Board understands that there may be unforeseen  
4 circumstances that can result in increases or decreases in revenue and/or  
5 expenditures. These circumstances would thereby impact the financial stability of  
6 the District.

7           A.     **Preparation**

8

9                     The budget shall be prepared and administered in accordance with  
10                    Florida statutes and in accordance with Policy 6220.

11           B.     **Implementation of Budget**

12

13                   Implementation of the Board adopted budget shall give  
14                   appropriations and reserves therein the force and effect of fixed  
15                   appropriations and reserves, and the same may only be altered,  
16                   amended, or exceeded as authorized by Florida statutes or Board  
17                   policy.

18

19                   Expenditures may exceed the amount budgeted by function or  
20                   object provided the Board approves the expenditures and amends  
21                   the budget no later than the annual due date established by the  
22                   State Department of Education for submitting the District's annual  
23                   financial report.

24

25                   Pursuant to State law, if the Board finds and declares in a  
26                   resolution adopted at a regular meeting of the Board that the funds  
27                   received for any of the following categorical appropriations are  
28                   urgently needs to maintain Board specified academic classroom  
29                   instruction, the Board may consider and approve an amendment to  
30                   the School District operating budget transferring the identified  
31                   amount of the categorical funds to the appropriate account for  
32                   expenditure:

33

1.     funds for student transportation;

34

2.     funds for safe schools;

35

3.     funds for supplemental academic instruction;

36

4.     funds for research-based reading instruction;

1                   5.     funds for instructional materials.  
2

3                   Such a transfer can only be recommended by the  
4                   Superintendent and approved by the Board if all instructional  
5                   materials necessary to provide update materials aligned to  
6                   Next Generation Sunshine State Standards and benchmarks  
7                   and that meet statutory requirements of content and learning  
8                   have been purchased for that fiscal year, and such a transfer  
9                   is recommended by the Superintendent and approved by the  
10                  Board no sooner than March 1st of the fiscal year. Pursuant  
11                  to State law, funds for instructional materials available after  
12                  March 1st may be used to purchase hardware for student  
13                  instruction.

14                  C.     **General Fund Ending Fund Balance**  
15

16                  Each year the Board's adopted budget shall include a reserve for  
17                  contingencies of not less than five percent (5%) of the District's  
18                  general fund revenues. In the event the contingency reserve  
19                  decreases to less than five percent (5%) of the District's general fund  
20                  budget, the Superintendent shall prepare for Board approval a  
21                  financial plan and timeline to restore the unreserved fund balance to  
22                  the minimum amount set forth herein.  
23

24                  The Superintendent shall provide written notification to the Board  
25                  and to the Commissioner of Education if at any time the portion of  
26                  the general fund's ending fund balance not classified as restricted,  
27                  committed, or nonspendable in the District's operating budget is  
28                  projected to fall below projected revenues as prescribed by law.

1           D.     **Debit Service Ratio**

2  
3           The ~~School~~ Board believes it is prudent to minimize the amount of  
4 debt the District has outstanding at any point ~~in-of~~ time. Pursuant  
5 to ~~Section F.S.~~ 1011.71, ~~F.S.~~, a School District may use up to  
6 three-quarters (3/4s) of its total capital outlay millage for payments  
7 due under lease-purchase agreements. Based on a maximum  
8 millage of 2.0 mills, the legal limit would be 1.5 mills. In an effort to  
9 maintain a balance of minimal debt, with an ability to finance  
10 necessary capital projects, the Board deems it prudent, appropriate,  
11 and fiscally responsible to set a maximum debt service ratio limit,  
12 relative to the amount of capital outlay millage for payments due  
13 under lease-purchase agreements, equal to 1.0 mill for each fiscal  
14 year. Annually, as the budget is adopted, the ~~School~~ Board shall  
15 review the existing level of debt service ratio.

16 F.S. 1001.42, 1001.43, 1011.01, 1011.051, 1011.62  
17 F.A.C. 6A-1.002, 6A-1.006

18     © **NEOLA 2012**



1                    PURCHASING AND CONTRACTING FOR GOODS AND SERVICES

2       Purchases shall be made as provided herein.

3                    A.       The Superintendent is authorized to ~~make purchases involving the~~  
4                    ~~use of District funds purchase commodities or contractual services~~  
5                    ~~where the total amount does not exceed Category 2 pursuant to F.S.~~  
6                    ~~287.017, or an amount prescribed by the School Board, and does~~  
7                    ~~not exceed the applicable appropriation in the District budget. The~~  
8                    ~~Superintendent may also be authorized to purchase commodities or~~  
9                    ~~contractual services under Department of Management Services~~  
10                    ~~State term contracts. Assistants functioning under the~~  
11                    ~~Superintendent's direction may be authorized to perform these~~  
12                    ~~purchasing tasks. No person, unless authorized to do so under the~~  
13                    ~~rules of the Board may make any purchase or enter into any~~  
14                    ~~contract involving the use of District funds; no expenditures for any~~  
15                    ~~such unauthorized purchase or contract shall be approved by the~~  
16                    ~~Board. The exemptions to this policy are as outlined as per~~  
17                    ~~purchasing and bid exceptions as stated in F.A.C. 6A-1.012~~  
18                    ~~Purchasing Policies and F.S. 287.057.~~

19                    1.       Purchases shall be made in the best interest of the District to  
20                    assure maximum value for any money expended. When  
21                    practical, three (3) quotations will be secured. Trade-in  
22                    options shall be utilized when economically feasible.

23                    2.       Insofar as practical, all purchases shall be based on  
24                    requisitions within limits prescribed by the School Board.  
25                    The Superintendent or his/her designee shall be authorized  
26                    to approve requisitions under the policies of the Board;  
27                    provided that in so doing s/he shall certify that funds to cover  
28                    the expenditures are authorized by the budget and have not  
29                    been encumbered.

30                    B.       All purchases shall be in accordance with State laws, State Board of  
31                    Education administrative regulations, and policies prescribed by the  
32                    Board. In addition, Federal funds may be used to purchase food  
33                    items when used to support parent training and meetings.

- 1 C. As required by F.S. 1001.42, consideration shall be given to prices  
2 available to the Board under the regulation of the Department of  
3 Management Services, Division of Purchasing.
- 4 D. The Board may establish the bid threshold up to the level allowed by  
5 Florida Department of Education administrative rule, or less.
- 6 E. Bids shall be required for any purchase greater than the District's  
7 threshold as established by Florida Department of Education  
8 Administrative Rule. Bids shall be requested from three (3) or more  
9 sources for any item or group of similar items, if purchased from  
10 school funds including internal funds. The Director of Purchasing  
11 for the Board is authorized to act for and in behalf of the  
12 Superintendent in writing specifications, calling for bids, and  
13 tabulating and evaluating bids.
- 14 F. The Director of Purchasing shall determine that proper bid  
15 specifications are written for any purchase subject to the bid  
16 provisions required by law and this rule. The Board reserves the  
17 right to reject any and all bids and to make award(s) by individual  
18 item, groups of items, all, or none; or to waive informalities,  
19 irregularities, or technicalities in bids received as may be in the best  
20 interest of the School District and as allowed by law. This  
21 information shall be included in requests for bids.
- 22  
23 The Director of Purchasing shall determine that the bid invitation  
24 includes all information needed by the bidder including the  
25 following:
- 26 1. where the bids are to be filed;
- 27 2. date, time, and place for the opening of bids;
- 28 3. from whom additional information may be obtained;
- 29 4. the right of the Board to reject any and all bids; and/or
- 30 5. sealed bids shall be opened publicly and the name of the  
31 bidder and the amount of the bid read aloud by a designated  
32 member of the Superintendent's staff who shall tabulate and  
33 evaluate the bids and make recommendations to the  
34 Superintendent who shall make a recommendation to the  
35 Board.

- 1 | G. The Board will accept the lowest and ~~best—responsible and~~  
2 | responsive bid/proposal/reply meeting specifications, terms, and  
3 | conditions. Evaluation of Request for Proposals (RFPs) and  
4 | recommendation for award shall not be determined by dollar  
5 | amount only, but shall consider such factors as compatibility with  
6 | existing material, delivery date schedule related to need, availability  
7 | of servicing facilities, and previous experience in dependability with  
8 | vendor. Where the Board does not accept the low  
9 | bid/proposal/reply, the reason or reasons will be set forth in the  
10 | official minutes of the Board. Acceptance of a bid/proposal/reply  
11 | that is not the lowest bid shall be in accordance with legal  
12 | requirements, including the requirement that any low  
13 | bid/proposal/reply that is rejected must be non-conforming or non-  
14 | responsive to the specifications or requirements for the  
15 | bid/proposal/reply.
- 16 | H. A bidder may not withdraw his/her bid after the stipulated deadline  
17 | for withdrawing bids set forth in the bid document. Where a bidder  
18 | wishes to withdraw his/her bid prior to the deadline, s/he may  
19 | submit a written request to the Director of Purchasing listing the  
20 | reasons for the bid withdrawal.
- 21 | I. The requirement for requesting bids from three (3) or more sources  
22 | is hereby waived as authorized by F.S. 1010.04(4)(a), and State  
23 | Board of Education Administrative Rule, for the purchase of  
24 | professional services or educational tests, educational services,  
25 | textbooks, printed instructional materials, computer software, films,  
26 | filmstrips, videotapes, disc or tape recordings, or similar audio-  
27 | visual materials, library and reference books, and printed library  
28 | cards, where such materials are purchased directly from a producer  
29 | or publisher, the owner of the copyright, and exclusive agent within  
30 | the State, a governmental agency, or a recognized educational  
31 | institution. Notwithstanding the ability to waive bidding as allowed  
32 | by statute and rule, as set forth herein, the Board reserves the right  
33 | to require that a particular acquisition or purchase be accomplished  
34 | by hard bid, RFP or RFQ, when the Board determines that such is in  
35 | the best interest of the District consistent with good business  
36 | practice. Additionally, notwithstanding the ability to waive a bid as  
37 | set forth herein, the Superintendent or designee may implement a  
38 | hard bid, RFP or RFQ purchasing procedure with respect to any  
39 | acquisition or purchase that may be waived, when it is determined  
40 | that such procedure is in the best interest of the School District or  
41 | consistent with good business practice.

1           J.     Additional exemptions authorized under certain conditions.  
2

3                     The requirements for requesting bids and making purchases for  
4 goods and services, as set forth in this section, are hereby waived as  
5 authorized by F.S. 1010.04, when the following conditions have  
6 been met:

7                     1.     Bids have been requested in the manner prescribed by the  
8 State Board of Education Administrative Rules.

9                     2.     The Board has made a finding that no valid or acceptable firm  
10 bid has been received within the prescribed time.

11                    3.     When such a finding has been officially made, the Board may  
12 enter into negotiations with suppliers of such goods and  
13 services and shall have the authority to execute contracts  
14 with such suppliers under whatever terms and conditions as  
15 the Board determines to be in the best interest of the school  
16 system.

17                    4.     When purchasing goods or services under authority of  
18 another public entity bid, individually or jointly, and in the  
19 best interest of the District.

20           K.     The Board, when acquiring by purchase, lease, leased with option to  
21 purchase, rental, or otherwise, information technology resources, as  
22 defined in F.S. 282.0041(10), may make any acquisition through the  
23 bid process as described herein, or by direct negotiation and  
24 contract with a vendor or supplier, as best fits the needs of the  
25 School District.

- 1           L.     The Board may dispense with requirements for competitive  
2           solicitations for the emergency purchase of commodities or  
3           contractual services when the superintendent determines in writing  
4           that an immediate danger to the public health, safety, or welfare, or  
5           other substantial loss to the School District requires emergency  
6           action. After the superintendent makes such a written  
7           determination, the Board may proceed with the procurement of  
8           commodities or contractual services necessitated by the immediate  
9           danger without requesting competitive solicitations. However, such  
10          an emergency purchase shall be made by obtaining pricing  
11          information from at least two (2) prospective vendors which must be  
12          retained in the contract file unless the superintendent determines in  
13          writing that the time required to obtain pricing information will  
14          increase the immediate danger to the public health, safety, or  
15          welfare, or other substantial loss to the School District.
- 16          M.     All emergency purchase orders shall be encumbered to the proper  
17          accounting record immediately following issuance.
- 18          N.     Resolution of protest arising from the contract bidding process may  
19          be by Board action or by the formal protest procedures outlined in  
20          F.S. Chapter 120, including F.S. 120.57(3).
- 21          O.     The District shall give consideration to the prices available through  
22          the use of the online procurement system referenced under F.S.  
23          287.057(23), when purchasing applicable commodities and  
24          contractual services.
- 25          P.     All bidders shall comply with the preference to Florida businesses  
26          set out in F.S. 287.084.

27     If the lowest responsible and responsive bid/proposal/reply is from a vendor whose  
28     principal place of business is outside of the State of Florida, then the preference  
29     requirements of F.S. 287.084 shall be applied by District staff and/or the selection  
30     committee in making the final recommendation for an award.

31     F.S. 120.536, 120.54, 120.81, 1001.41, 1001.42(10)(j), 1001.42(17), 1001.43  
32     F.S. 1001.49, 1001.51, 1010.04, 1011.06  
33     F.A.C. 6A-1.012

1

AUDIT

2 The School Board requires, after the close of the fiscal year (June 30th), that an  
3 audit of all accounts of the District be made annually by an independent, certified  
4 public accountant or the State Auditor's Office. The audit examination shall be  
5 conducted in accordance with generally-accepted auditing standards and shall  
6 include all funds over which the Board has direct or supervisory control.

7 The Superintendent shall also prepare and publish an audited statement of the  
8 financial condition of the District as of the close of each fiscal year.

9 F.S. 11.45, 218.39, 1001.42, 1001.453, 1010.30, 1010.33  
10 F.A.C. 6A-1.087

11 © **NEOLA 2012**

1                   UTILIZATION OF THE DISTRICT'S WEBSITE AND REMOTE ACCESS  
2   TO THE DISTRICT'S NETWORK

3       Access to the District's Website ([www.indianriverschools.org](http://www.indianriverschools.org)) is encouraged.

4       The School Board encourages employees, parents, students, and community  
5       members to check the District's website regularly for changes to resources and for  
6       the addition of other resources. Some resources may require a user name and  
7       password, or a login procedure due to the personally identifiable nature of the  
8       information provided through that resource (e.g., the gradebook program and e-mail  
9       system). If a user name and password, or login procedure, is necessary to access a  
10      resource, information shall be provided on the website explaining who is eligible for  
11      a user name and password, how to obtain a user name and password, and detailed  
12      instructions concerning the login process.

13      Access to the District Network through Server

14      Board members, District employees, students , as well as contractors, vendors,  
15      and/or agents of the District, are permitted to use their personally-owned or  
16      District-owned computer or workstation and/or web-enabled devices of any type to  
17      remotely (i.e. away from District property and facilities) access the District's  
18      authorized servers and thereby connect to the District's Network. This policy is  
19      limited to remote access connections that are used to do work on behalf of or for the  
20      benefit of the District, including, but not limited to, reading or sending e-mail and  
21      reviewing District-provided intranet web resources and completing assigned  
22      coursework.

23      Each individual granted remote access privileges pursuant to this policy must  
24      adhere to the following standards and regulations:

25                   A.     his/her device computer/device must have, at the minimum, the  
26                             anti-virus software specified in the District's standards for remote  
27                             access and connection

28                   B.     the individual may only access the Network using his/her assigned  
29                             user name and password

30  
31                   The individual must not allow other persons, including family  
32                             members, to use his/her user name and password to login into the  
33                             Network. The user may not go beyond his/her authorized access.

- 1 C. his/her device may not be connected to any other network at the  
2 same time s/he is connected to the Network, with the exception of  
3 personal networks that are under the complete control of the user or  
4 a public network (such as a public library, hotel), as long as the  
5 connection is established via a secure VPN
- 6 D. the individual may not access non-District e-mail accounts (e.g.  
7 Hotmail, Gmail, Yahoo, AOL, and the like) or other external  
8 resources while connected to the Network
- 9 E. his/her device may not, at any time while the individual is using  
10 remote access to connect to the Network, be reconfigured for the  
11 purpose of split tunneling or dual homing
- 12 F. use of the Network is contingent upon the individual abiding by the  
13 terms and conditions of the District's Network and Internet  
14 Responsible Use and Safety policy and procedures  
15  
16 Users may be required to sign the applicable agreement form  
17 (Form 7540.03 F1 or Form 7540.04 F1) prior to being permitted to  
18 use remote access.

19 Additional standards and regulations for remotely accessing and connecting to the  
20 District network shall be developed and published in AP 7543 - Standards and  
21 Regulations for Remote Access and Connection.

22 Any user who violates this policy may be denied remote access and connection  
23 privileges.

24 Any employee who violates this policy may be disciplined, up to and including  
25 termination; any contractor, vendor, and/or agent who violates this policy may have  
26 his/her contract with the District terminated; and any student who violates this  
27 policy may be disciplined up to and including suspension or expulsion.

28 © NEOLA 2010



COMPLAINT PROCEDURES RELATED TO ALLEGED DISCRIMINATION  
REGARDING ACCESSIBILITY OF DISTRICT FACILITIES

If a volunteer, visitor or guest believes that s/he has been discriminated against on the basis of his/her disability regarding accessibility to District facilities, the person may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

The following person(s) is/are designated as the District's Compliance Officers ("DCO"):

Name/Title: Executive Director of Human Resources  
Executive Director of Exceptional Student Services

Address: 1990 25th Street  
Vero Beach, Florida 32960

Phone: 772-564-3000

Fax: 772-569-2360

Building principals shall serve as Building Section 504/ADA Compliance Officer(s) ("Building Compliance Officers").

A person who has a complaint about District facilities or services may register such complaint with the Building Compliance Officer and/or District Compliance Officer.

Such complaints should be filed in writing within thirty (30) calendar days of the circumstances or event giving rise to the complaint. Use of the complaint procedure is not a prerequisite to the pursuit of other remedies, including the filing of a complaint with the U.S. Department of Education's Office for Civil Rights.

- A. The written complaint must contain the following information:
1. Name(s) of person(s) filing complaint.
  2. Whether the person(s) represents an individual or group.
  3. Whether the person(s) making the complaint has discussed the problem with the Building Compliance Officer and/or the District Compliance Officer.

4. A written summary of the complaint and a proposed solution.
  - B. The Building Compliance Officer or the District Compliance Officer will conduct an impartial investigation and will respond to the complaint within five (5) business days. This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint.
  - C. If a satisfactory response is not received within five (5) business days, the person should forward a copy of the complaint to the Superintendent, who will respond within ten (10) business days.
  - D. If a satisfactory response is not received within ten (10) business days, the person may forward a copy of the complaint to the School Board. The Board will consider the complaint and respond within forty (40) calendar days.

#### OCR Complaint

At any time, if a member of the public believes that s/he has been subjected to discrimination based upon his/her disability in violation of Section 504 or the Americans with Disabilities Act, as amended ("ADA"), the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations (FCHR), and/or any other State or Federal agencies responsible for investigating complaints of discrimination.

The OCR can be reached at:

U.S. Department of Education  
Office for Civil Rights  
U.S. Department of Health and Human Services  
Sam Nunn Atlanta Federal Center, Suite 19T70  
61 Forsyth Street S.W.  
Atlanta, Georgia 30303-8909  
FAX: (404) 562-7881  
TDD: (404) 562-7884  
E-mail: [OCR@ed.gov](mailto:OCR@ed.gov)  
Web: <http://www.ed.gov/ocr>

The FCHR can be reached at:

Florida Commission on Human Relations  
2009 Apalachee Parkway, Suite 100  
Tallahassee, FL 32301  
Phone: (850) 488-7082  
Toll-Free: (800) 342-8170  
Fax: (850) 488-5291  
The Florida Relay Service Voice (statewide) 711  
TDD ASCII: (800) 955-1339  
TDD Baudot: (800) 955-8771  
E-mail: [fchrinfo@fchr.myflorida.com](mailto:fchrinfo@fchr.myflorida.com)  
Website: <http://fchr.state.fl.us>

Prohibition Against Retaliation

The Board will not discriminate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under Section 504 or the ADA, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by Section 504 or the ADA.

© **NEOLA 2012**

© **NEOLA 2012**