

Indian River County District School Board Discussion
AGENDA
May 14, 2013
3:30 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:
1000 Administration
2000 Program
3000 Instructional Staff
4000 Support Staff
5000 Students
6000 Finances
7000 Property
8000 Operations
9000 Community Relations
- 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>

policy

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

 ADMINISTRATION
1000/page 1 of 2

1	1000	ADMINISTRATION
2	1001	District Organization
3	1002	Assessment of District Goals
4	1010	Board - Superintendent Relationship
5	1020	Employment of the Superintendent
6	1030	Superintendent of Schools
7	1030.01	Development of Administrative Procedures
8	1040	Evaluation of the Superintendent
9	1111	Designation of a New Position
10	1112	Board-Staff Communications
11	1113	Conflicting Employment or Contractual
12		Relationship
13	1120	Employment of Administrators
14	1120.11	Preference for Veterans in Employment
15	1121	Conditions for Employment and Re-Employment of
16		Administrators
17	1121.01	Criminal Background and Employment History
18		Checks
19	1122	Nondiscrimination and Equal Employment
20		Opportunity
21	1122.01	Prohibition Against Disability Discrimination in
22		Employment
23	1122.02	Nondiscrimination Based on Genetic Information of
24		the Employee
25	1122.04	Complaint Procedures Related to Alleged
26		Discrimination in Employment
27	1124	Drug-Free Workplace
28	1128	Employment Contract
29	1129	Conflict of Interest – Private Practice
30	1130	Appointment, Assignment, Transfer, and
31		Promotion of Administrators
32	1139	Educator Misconduct
33	1139.01	Discipline of Administrative Staff
34	1140	Suspension or Dismissal of Administrators
35	1150	Resignations
36	1160	Physical Examination
37	1161	Fitness for Duty
38	1170	Substance Abuse
39	1170.01	Employee Assistance Program (EAP)
40	1180	Records and Reports

policy

THE SCHOOL BOARD OF INDIAN RIVER COUNTY

ADMINISTRATION
1000/page 2 of 2

1	1210	Standards of Ethical Conduct
2	1211	Whistleblower Protection
3	1213	Student Supervision and Welfare
4	1214	Solicitation or Acceptance of Gifts or Unauthorized Compensation
5		
6	1215	Tobacco-Free Environment
7	1217	Weapons
8	1220	Evaluation of Administrative Personnel
9	1231	Outside Activities of Administrators
10	1231.01	Research and Publishing
11	1232	Political Activities
12	1242	Professional Development
13	1243	Professional Meetings
14	1281	Use of Employee's Personal Property at School
15	1362	Anti-Harassment
16	1362.02	Anti-Harassment Complaint Procedure
17	1380	Threatening Behavior Toward Staff Members
18	1410	Compensation
19	1410.01	Compensation for Declared Emergency
20	1419	Group Health Plans
21	1419.01	Privacy Protections of Self-Funded Group Health Plans
22		
23	1420	Benefits
24	1430	Leaves of Absence
25	1430.01	FMLA Leave
26	1430.02	Domestic Violence Leave
27	1430.03	Sick Leave
28	1431	Absence of Administrators
29	1440	Job-Related Expenses
30	1590	Personnel Files
31	1600	Job Descriptions
32	1700	Legal Services for Employees

policy

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

ADMINISTRATION
1030/page 1 of 3

1

SUPERINTENDENT OF SCHOOLS

2 The Superintendent, as secretary and executive officer of the School Board, shall
3 have the responsibility for the administration and management of the District's
4 schools and for the supervision of instruction in the District.

5 The Superintendent shall enforce the rules of the State Board of Education, rules of
6 the Florida Department of Education, and the policies of this Board.

7 The Superintendent shall provide educational direction for the instructional staff
8 and supervision for the support staff.

9 The Florida statutes vest in the Superintendent the following powers:

- 10 A. exercise general oversight over the District in order to determine
11 problems and needs, and recommend improvements.
- 12 B. advise and counsel with the Board on all educational matters and
13 make recommendations to the Board for action regarding such
14 matters as should be acted upon.
- 15 C. recommend to the Board such policies as the Superintendent may
16 consider necessary for the District's more efficient operation.
- 17 D. prepare and submit to the Board for adoption such policies to
18 supplement those rules adopted by the State Board of Education
19 that, in the Superintendent's judgment, will contribute to the
20 efficient operation of the District, and, upon adoption by the Board,
21 require compliance with these policies.
- 22 E. from time-to-time prepare, organize, and submit to the Board for
23 adoption such minimum standards relating to the operation of any
24 phase of the District program as are needed, in the Superintendent's
25 judgment, to supplement standards of the State Board of Education
26 and as will contribute to the efficient operation of the District's
27 program, and, upon adoption by the Board, require that said
28 standards are observed.
- 29 F. as executive officer, the superintendent shall have responsibility for
30 execution and signing of contracts and other documents approved
31 by the Board;

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THE SCHOOL BOARD OF INDIAN RIVER COUNTY

ADMINISTRATION
1030/page 2 of 3

1 G. perform such duties and exercise such responsibilities as are
2 assigned to the Superintendent by law and by rules of the State
3 Board of Education.

4 The Superintendent shall perform the duties and responsibilities set forth in the
5 Florida statutes, including, but not limited to, the following:

6 A. require the participation of all instructional staff members and
7 school administrators in training on the District's standards of
8 ethical conduct and the related policies and procedures upon
9 employment and annually thereafter

10 B. may authorize the expenditure of budgetary funds to provide
11 professional or institutional membership to non-profit educational
12 and community organizations which serve a public or educational
13 purpose

14 If the membership is an individual membership, then the
15 membership must be transferrable to the School District.
16

17 C. make recommendations, nominations, proposals, and reports
18 required by law to be acted upon by the Board

19 D. keep the Board informed of school operation by preparing Board
20 agendas, providing oral and written communication, scheduling
21 management meetings, and requesting special Board meetings that
22 become necessary to keep the Board properly informed

23 E. prepare and submit the annual budget to the Board for adoption
24 and to direct all expenditures within the appropriations adopted by
25 the Board

26 F. direct the work of all personnel in accordance with the Florida
27 statutes, Federal law, and the policies of the Board

28 G. recommend measures to the Board so that adequate educational
29 facilities are available throughout the District

30 H. assign staff to their respective teaching duties

31 I. work cooperatively with parents and community groups concerned
32 with programs in the schools

policy

THE SCHOOL BOARD OF INDIAN RIVER COUNTY

ADMINISTRATION
1030/page 3 of 3

1 J. participate in such conferences and courses of continuing
2 professional education so that s/he may function more efficiently
3 and effectively

4 K. authorize administrators to enter into agreements with consultants

5 L. delegate authority to staff in any matters, when it becomes
6 expedient to do so, and assume full responsibility for the execution
7 and satisfactory completion of the delegated activities

8 **M. Moving Expenses**
9

10 **The Superintendent shall have the authority to approve moving**
11 **expenses not to exceed \$3,000 for potential recruited**
12 **administrative or other personnel where deemed appropriate.**
13 **The Superintendent shall develop procedures to ensure that**
14 **this expenditure will not be disproportionate in relationship to**
15 **the compensation paid for the position, and that the monies**
16 **expended will be devoted strictly for actual expenses reasonably**
17 **incurred by such employee relocating into Indian River County**
18 **for the purpose of becoming a new hire in a position with the**
19 **School District.**

20
21 **The Superintendent shall also address by procedure the**
22 **standards and means by which any portion of the moving**
23 **expenses paid may be recovered by the School District in the**
24 **event the employee leaves the employment of the District**
25 **within such specified periods of time determined by the**
26 **Superintendent in his/her procedure.**

27 The Superintendent may authorize changes or exceptions as necessary from
28 implementing the instructional program.

29 Pursuant to the Florida statutes, the Superintendent shall not knowingly sign and
30 transmit to any state official a report that the Superintendent knows to be false or
31 incorrect. Furthermore, the Superintendent shall investigate any allegation of
32 misconduct by instructional staff members or school administrators, as defined in
33 F.S. 1012.01, which affects the health, safety, or welfare of a student, and shall
34 report the alleged misconduct to the Department as required the Florida statutes
35 and Policy 8141 – Reporting Misconduct.

36 F.S. 1001.49, 1001.51

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**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

ADMINISTRATION
1121.01/page 1 of 3

1 CRIMINAL BACKGROUND AND EMPLOYMENT HISTORY CHECKS

2 The safety of its students is of paramount importance to the District. Consistent
3 with this concern for student safety, and in compliance with Florida law, the District
4 requires that, prior to initial employment, or re-employment if there has been a
5 break in service, all candidates for all administrative positions shall be subject to a
6 criminal background check to determine eligibility for employment.

7 The application for employment shall inform the applicants that they are subject to
8 criminal background and employment history checks.

9 The cost of the background screening related to initial employment or
10 re-employment after a break in service will be borne by the candidate for
11 employment.

12 Fingerprints of candidates for employment or re-employment if there has been a
13 break in service shall be submitted to the Florida Department of Law Enforcement
14 (FDLE) for statewide criminal and juvenile records checks and to the Federal Bureau
15 of Investigation (FBI) for Federal criminal records checks. A person who is found
16 ineligible for employment under F.S. 1012.315, or otherwise found through
17 background screening to have been convicted of any crime involving moral turpitude
18 as defined by rule of the State Board of Education, shall not be employed, engaged
19 to provide services, or serve in any position that requires direct contact with
20 students.

21 **The specific categories of convictions and the effect of a conviction upon an**
22 **application for employment are as follows:**

23 **A. Category One: Felony sexual related crimes, lewd and**
24 **lascivious crimes, and felony child abuse crimes. The District**
25 **will not hire an applicant or retain in its employment any**
26 **person who has been convicted of a Category One offense under**
27 **any circumstances.**

28 **B. Category Two: Felony crimes of violence and felony sale of**
29 **controlled substances: The District will not hire an applicant or**
30 **retain in its employment a person who has been convicted of a**
31 **Category Two Offense under any circumstances.**

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THE SCHOOL BOARD OF INDIAN RIVER COUNTY

ADMINISTRATION
1121.01/page 2 of 3

- 1 **C. Category Three: Other felony crimes (except those designated**
2 **under Category Five), any other misdemeanor crimes of a sexual**
3 **nature, and misdemeanor crimes related to children. The**
4 **District will not hire an applicant or retain in its employment**
5 **any person who has been convicted of a Category Three Offense**
6 **under any circumstances.**
- 7 **D. Category Four: Misdemeanor drug-related charges,**
8 **misdemeanor crimes of violence, and misdemeanor crimes**
9 **involving weapons. The District will not hire an applicant or**
10 **retain in its employment any person who has been convicted of**
11 **a Category Four offense.**
- 12 **E. Category Five: Other misdemeanors, and felony crimes**
13 **involving worthless checks. The District will consider**
14 **applicants or will consider retaining employees who have had**
15 **convictions for Category Five offenses on a case by case basis.**

16 **Definition of Conviction**

17 **The term "conviction" for the purposes of Board policies means a conviction**
18 **by a jury or by a court, and shall also include the forfeiture of any bail, bond,**
19 **or other security deposited to secure appearance by a person charged with**
20 **having committed a felony or misdemeanor, the payment of a fine, a plea of**
21 **nolo contendere (no contest), the imposition of a deferred or suspended**
22 **sentence by the court, adjudication withheld, finding of guilt, or the date of**
23 **entry into a pre-trial intervention, pre-trial diversion, or similar program;**
24 **provided that such pretrial intervention or pretrial diversion program is**
25 **completed by the end of the relevant waiting period.**

26 **Appeal**

27 **An applicant whose employment application has been rejected or a current**
28 **employee who becomes ineligible for employment due to conviction for a**
29 **disqualifying criminal offense may appeal to the Criminal Appeal Committee.**
30 **The Criminal Appeal Committee shall be made up of the Board Attorney, an**
31 **administrator designated by the Superintendent, and the Assistant**
32 **Superintendent for Human Resources. Appeals will be considered only on the**
33 **basis of mistaken identity. An appellant shall have the burden of setting forth**
34 **competent, substantial evidence of such mistaken identity. The decision of**
35 **the Committee is final. The Superintendent shall establish procedures**
36 **governing the appeal process.**

policy

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**ADMINISTRATION
1121.01/page 3 of 3

1 Individuals whose fingerprints have not been retained by the FDLE must be
2 re-fingerprinted and re-screened upon re-employment or re-engagement to provide
3 services as an administrative staff member in order to comply with the law.

4 Furthermore, before employing an administrator in any position that requires direct
5 contact with students, the Superintendent shall conduct employment history checks
6 of each of the candidate's previous employer(s), screen the candidate through use of
7 the educator screening tools described in F.S. 1001.10(5), and document the
8 findings. If unable to contact a previous employer, the Superintendent shall
9 document efforts to contact the employer (F.S. 1012.27(6)).

10 Pursuant to State law, all administrators employed by the District must self-report
11 arrests for serious offenses (see AP 1121.01).

12 Additionally, the fingerprints of all administrators who are employed by the District
13 and have no break in service must be re-submitted to the FDLE and to the FBI every
14 five (5) years so that subsequent statewide criminal and juvenile records checks and
15 Federal criminal records checks can be completed as required by law.

16 The cost of this subsequent background screening will be borne by the Board.

17 The information contained in reports received from the FDLE and the FBI is
18 confidential.

19 Although permissible by State law, the District will not share information received as
20 the result of the criminal background check with other school districts.

21 Furthermore, if information received as a result of the criminal history records check
22 indicates that a certificated administrator has been convicted of certain crimes
23 enumerated by law, the Superintendent must report this information to the Florida
24 Department of Education per Policy 8141 - Mandatory Reporting of Misconduct by
25 Certificated Employees.

26 F.S. 435.09, 943.0585(4)(a), 943.059(4)(a), 1012.32, 1012.56

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**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

ADMINISTRATION
1700/page 1 of 3

1

LEGAL SERVICES FOR EMPLOYEES

2 **Subject to the availability of sovereign immunity as a complete defense to any**
3 **claim or lawsuit maintained against the School Board and any of the**
4 **employees of the School District, the Board shall do the following:**

5 **A. The Board shall pay the reasonable costs of defense for any**
6 **employee sued in connection with any act or omission when it**
7 **is alleged and appears that such act or omission occurred in the**
8 **course and scope of the employee's employment with the**
9 **School District. However, the Board will not pay the legal**
10 **expenses or fees incurred by an employee when it is determined**
11 **by the Board that the employee was acting outside the scope of**
12 **his/her employment with the School District, or acted in a**
13 **willful, malicious, or reckless manner. This payment of fees**
14 **and costs incurred by the employee is subject to the following**
15 **procedures and limitations:**

16 **1. The act or omission of the employee must have been in**
17 **the course and scope of the employment, and must not**
18 **have been committed (or omitted) in a willful, malicious**
19 **or intentional manner, or with a reckless disregard for**
20 **the rights of other persons or entities who make the**
21 **claim against the employee.**

22 **2. The employee must request payment of his/her fees and**
23 **costs in writing to the Superintendent. The**
24 **Superintendent shall present the request to the Board,**
25 **along with his/her recommendation and determination**
26 **regarding whether or not the employee was acting within**
27 **the scope of his/her employment and without intentional**
28 **wrongdoing, malice or reckless disregard.**

29 **3. The attorney for the employee must be mutually agreed**
30 **upon. There may not be any existing or probable future**
31 **conflict with the representation, such that the attorney**
32 **selected by the employee is adverse to the Board,**
33 **representing another party in a matter adverse to the**
34 **Board, or is likely to be in such manner adverse to the**
35 **interest of the School District in the future.**

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**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

ADMINISTRATION
1700/page 2 of 3

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4. If the Board agrees to provide the defense costs and fees, the Board shall only be responsible to pay reasonable fees and costs. The agreement shall be in writing and approved by the attorney for the employee and the Board. The Board may require that the attorney provide a budget for the work. The Board may also establish budgets from time to time with respect to the engagement.

5. The limits of liability set out in F.S. 768.28 shall apply. This policy shall not be interpreted to provide coverage in excess of the limits of liability set out in that statute, currently \$100,000.00 per claimant and \$200,000.00 per occurrence.

B. The Board shall indemnify the employee from and against any loss suffered by the employee as a result of any act or omission of the employee that is committed (or omitted) during the course and scope of the employee’s employment, subject to the following requirements:

1. The limits of liability set out in F.S. 768.28 shall apply. This policy shall not be interpreted to provide coverage in excess of the statutory limits of liability. The limits of liability set out in the statutes are currently \$100,000.00 per claimant and \$200,000.00 per occurrence.

2. Defense costs shall be included with payments of indemnity for purposes of determining the limits of liability set out in F.S. 768.28, as it may be amended from time to time. Therefore, the amounts paid by the Board for the defense of the employee shall be added to the amount of indemnity. Such total amount shall not exceed the limits of liability set out in F.S. 768.28.

3. The Board shall not indemnify an employee who is determined by the court or Board to have acted or omitted to act in a manner that is outside the scope of his/her employment, or where such action or omission was committed (or omitted) in a manner that was intentional, willful, malicious, or with reckless disregard to the rights of others.

policy

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

ADMINISTRATION
1700/page 3 of 3

1 **C. This policy does not apply with respect to an employee who is**
 2 **charged with a criminal violation that arises out of any act or**
 3 **omission by the employee during the course of his/her**
 4 **employment. In the event an employee is charged with a**
 5 **criminal violation arising out of his/her employment, then the**
 6 **rights of the employee to have his/her defense fees and costs**
 7 **paid by the Board shall be limited to those rights provided by**
 8 **statute or the applicable provisions of a collective bargaining**
 9 **agreement.**

10 **F.S. 120.536, 120.54, 120.81, 1001.41, 1001.42(17), 1001.43, 1001.49,**
 11 **1001.51 F.S. 1012.26, 1001.32**

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THE SCHOOL BOARD OF
INDIAN RIVER COUNTY

PROGRAM
2520/page 1 of 3

1 SELECTION OF INSTRUCTIONAL MATERIALS AND EQUIPMENT

2 The School Board shall provide instructional materials and equipment, within
3 budgetary constraints, to implement the District's educational goals and objectives
4 and to meet students' needs. Instructional materials are defined as items having
5 intellectual content that by design serve as a major tool for assisting in the
6 instruction of a subject or course. The primary objective of such instructional
7 materials and equipment shall be to enrich, support, and implement the educational
8 program of the school.

9 **An amount not to exceed fifty percent (50%) of the State instructional**
10 **materials allocation may be used to purchase non-adopted instructional**
11 **materials such as:**

- 12 **A. materials for courses, subjects, and programs where appropriate**
13 **State adopted instructional materials are not available;**
- 14 **B. materials (print and non-print) to supplement the basic**
15 **instructional series selected; or**
- 16 **C. repair and renovation of instructional materials.**

17 State law requires the Board to provide adequate instructional materials free of
18 charge to students who are enrolled in the District.

19 "Adequate instructional materials" means a sufficient number of student or site
20 licenses or sets of materials that are available in bound, unbound, kit, or package
21 form and may consist of hard-backed or soft-backed textbooks, electronic content,
22 consumables, learning laboratories, manipulatives, electronic media, and computer
23 courseware or software that serves as the basis for instruction for each student in
24 the core courses of mathematics, language arts, social studies, science, reading, and
25 literature.

26 Furthermore, Federal law requires the Board to provide accessible instructional
27 materials as specified in a student's IEP. Such accessible instructional materials
28 may be of a type or in a format as specified in the definition of adequate
29 instructional materials in this policy.

policy

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

PROGRAM
2520/page 2 of 3

1 The responsibility for the selection of instructional materials is coordinated through
2 the instructional division in collaboration with appropriate subject matter textbook
3 selection committees. Supplemental instructional materials may be selected
4 through the unified efforts of curriculum directors, principals, department
5 chairpersons, grade level chairpersons, and teachers. Purchase of such materials
6 must be made within the first two (2) years of effective date of the adoption cycle,
7 except for instructional materials related to growth of maintenance needs.

8 The responsibility for the selection of media materials is delegated to media
9 specialists in consultation with the principal, faculty, and students.

10 Students shall be held responsible for the cost of replacing any instructional
11 materials lost, destroyed, or unnecessarily damaged. Failure to provide payment for
12 the damage or loss may result in the suspension of the student from participation in
13 extra-curricular activities, or the debt may be satisfied by the student performing
14 community service activities at the school site as determined by the school principal.

15 A student or his/her parent(s) may purchase a copy of the designated course
16 instructional materials, regardless of format, for the District's purchase price,
17 including shipping.

18 Cost of materials may be charged for materials used in those activities beyond the
19 basic curriculum in which a student elects to participate, particularly in activities
20 where the product becomes the property of the student.

21 **Equipment or Instructional Materials Vendors**

22 The principal may permit vendors to demonstrate and show only that equipment
23 and instructional materials which can be used to improve the instructional program
24 and which are under consideration for purchase by the school.

policy

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

PROGRAM
2520/page 3 of 3

1 | **Questioned and Challenged Materials-**

2 Despite careful selection of instructional material by qualified personnel using the
3 proper procedures and selection criteria, occasional requests for reconsideration of
4 materials may arise from an individual or group. It is recommended that the school
5 administrator or staff member receiving a request for reconsideration regarding
6 instructional materials attempt to resolve the issue informally. In the event the
7 issue is unable to be resolved at the school level, the following procedures will be
8 observed:

9 | (1)A. Invite the individual to submit his/her concerns in writing to the
10 Superintendent using the appropriate form that is available from the
11 office of the ~~a~~Assistant ~~s~~Superintendent for ~~e~~Curriculum and
12 iInstruction.

13 | (2)B. The request for reconsideration will be referred to a review
14 committee.

15 | (3)C. The review committee will make a recommendation to the
16 Superintendent, and the Superintendent will then submit his-~~or~~
17 /her recommendation with respect to the request for reconsideration
18 of materials to the ~~School~~Board, and the ~~School~~Board shall make a
19 final decision on the disposition of the request for reconsideration.

20 | (4)D. To the fullest extent provided by law, the decision of the ~~School~~
21 Board on a request for reconsideration of material shall not be
22 considered a final agency order pursuant to ~~Section~~-**F.S.** 120.68,
23 Florida Statutes.

24 See also Policy 9130.

25 F.S. 1006.28, 1006.29, 1006.31, 1006.34, 1006.36

26 F.A.C. 6A-6.03028

27 34 C.F.R. Part 300

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THE SCHOOL BOARD OF INDIAN RIVER COUNTY

INSTRUCTIONAL STAFF
3000/page 1 of 2

1	3000	INSTRUCTIONAL STAFF
2	3111	Designation of a New Position
3	3112	Board-Staff Communications
4	3113	Conflicting Employment or Contractual
5		Relationship
6	3120	Employment of Instructional Staff
7	3120.03	Athletic Coaches
8	3120.04	Employment of Temporary, Substitute, and
9		Part-Time Staff
10	3120.05	Adult Education Certification
11	3120.06	Selecting Student Teachers
12	3120.10	Job Sharing
13	3120.11	Preference for Veterans in Employment
14	3121	Conditions for Employment and Re-Employment of
15		Instructional Staff
16	3121.01	Criminal Background and Employment History
17		Checks
18	3122	Nondiscrimination and Equal Employment
19		Opportunity
20	3122.01	Prohibition Against Disability Discrimination in
21		Employment
22	3122.02	Nondiscrimination Based on Genetic Information of
23		the Employee
24	3122.04	Complaint Procedure Related to Discrimination in
25		Employment
26	3124	Drug-Free Workplace
27	3128	Contracts: Instructional Personnel
28	3129	Conflict of Interest – Private Practice
29	3130	Appointment, Assignment, Transfer, and
30		Promotion of Instructional Staff
31	3139	Educator Misconduct
32	3139.01	Staff Discipline
33	3140	Suspension or Dismissal of Instructional Staff
34	3140.01	Disciplinary Suspension Without Pay
35	3150	Resignation
36	3160	Physical Examination
37	3161	Fitness for Duty
38	3170	Substance Abuse
39	3170.01	Employee Assistance Program (EAP)

policy

THE SCHOOL BOARD OF INDIAN RIVER COUNTY

INSTRUCTIONAL STAFF
3000/page 2 of 2

1	3210	Standards of Ethical Conduct
2	3211	Whistleblower Protection
3	3213	Student Supervision and Welfare
4	3214	Solicitation or Acceptance of Gifts or Unauthorized
5		Compensation
6	3215	Tobacco-Free Environment
7	3217	Weapons
8	3220	Evaluation of Instructional Personnel
9	3231	Outside Activities of Staff
10	3231.01	Research and Publishing
11	3232	Political Activities
12	3242	Professional Development
13	3243	Professional Meetings
14	3281	Use of Employee's Personal Property at School
15	3362	Anti-Harassment
16	3362.02	Anti-Harassment Complaint Procedure
17	3380	Threatening Behavior Toward Staff Members
18	3410	Compensation
19	3410.01	Compensation for Declared Emergency
20	3419	Group Health Plans
21	3419.01	Privacy Protections of Self-Funded Group Health
22		Plans
23	3420	Benefits
24	3430	Leaves of Absence
25	3430.01	FMLA Leave
26	3430.02	Domestic Violence Leave
27	3430.03	Sick Leave
28	3440	Job-Related Expenses
29	3590	Personnel File
30	3600	Job Descriptions
31	3700	Legal Services for Employees

policy

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

**INSTRUCTIONAL STAFF
3121.01/page 2 of 3**

- 1 **C. Category Three: Other felony crimes (except those designated**
2 **under Category Five), any other misdemeanor crimes of a sexual**
3 **nature, and misdemeanor crimes related to children. The**
4 **District will not hire an applicant or retain in its employment**
5 **any person who has been convicted of a Category Three Offense**
6 **under any circumstances.**
- 7 **D. Category Four: Misdemeanor drug-related charges,**
8 **misdemeanor crimes of violence, and misdemeanor crimes**
9 **involving weapons. The District will not hire an applicant or**
10 **retain in its employment any person who has been convicted of**
11 **a Category Four offense.**
- 12 **E. Category Five: Other misdemeanors, and felony crimes**
13 **involving worthless checks. The District will consider**
14 **applicants or will consider retaining employees who have had**
15 **convictions for Category Five offenses on a case by case basis.**

16 **Definition of Conviction**

17 **The term “conviction” for the purposes of Board policies means a conviction**
18 **by a jury or by a court, and shall also include the forfeiture of any bail, bond,**
19 **or other security deposited to secure appearance by a person charged with**
20 **having committed a felony or misdemeanor, the payment of a fine, a plea of**
21 **nolo contendere (no contest), the imposition of a deferred or suspended**
22 **sentence by the court, adjudication withheld, finding of guilt, or the date of**
23 **entry into a pre-trial intervention, pre-trial diversion, or similar program;**
24 **provided that such pretrial intervention or pretrial diversion program is**
25 **completed by the end of the relevant waiting period.**

26 **Appeal**

27 **An applicant whose employment application has been rejected or a current**
28 **employee who becomes ineligible for employment due to conviction for a**
29 **disqualifying criminal offense may appeal to the Criminal Appeal Committee.**
30 **The Criminal Appeal Committee shall be made up of the Board Attorney, an**
31 **administrator designated by the Superintendent, and the Assistant**
32 **Superintendent for Human Resources. Appeals will be considered only on the**
33 **basis of mistaken identity. An appellant shall have the burden of setting forth**
34 **competent, substantial evidence of such mistaken identity. The decision of**
35 **the Committee is final. The Superintendent shall establish procedures**
36 **governing the appeal process.**

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**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

INSTRUCTIONAL STAFF
3121.01/page 3 of 3

1 Individuals whose fingerprints have not been retained by the FDLE must be re-
2 fingerprinted and re-screened upon re-employment or re-engagement to provide
3 services as an instructional staff member in order to comply with the law.

4 Furthermore, before employing instructional personnel in any position that requires
5 direct contact with students, the Superintendent shall conduct employment history
6 checks of each of the candidate's previous employer(s), screen the candidate through
7 use of the educator screening tools described in F.S. 1001.10(5), and document the
8 findings. If unable to contact a previous employer, the Superintendent shall
9 document efforts to contact the employer (F.S. 1012.27(6)).

10 Pursuant to State law, all instructional staff members employed by the District must
11 self-report arrests for serious offenses (see AP 3121.01).

12 Additionally, the fingerprints of all instructional staff members who are employed by
13 the District and have no break in service must be re-submitted to the FDLE and to
14 the FBI every five (5) years so that subsequent Statewide criminal and juvenile
15 records checks and Federal criminal records checks can be completed as required by
16 law.

17 The cost of this subsequent background screening will be borne by the Board.

18 The information contained in reports received from the FDLE and the FBI is
19 confidential.

20 Although permissible by State law, the District will not share information received as
21 the result of the criminal history background check with other school districts.

22 Furthermore, if information received as a result of the criminal history records check
23 indicates that a certificated instructional staff member has been convicted of certain
24 crimes enumerated by law, the Superintendent must report this information to the
25 Florida Department of Education per Policy 8141 - Mandatory Reporting of
26 Misconduct by Certificated Employees.

27 F.S. 435.09, 943.0585(4)(a), 943.059(4)(a), 1001.10(5), 1012.27(6), 1012.315
28 F.S. 1012.32, 1012.56

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THE SCHOOL BOARD OF
INDIAN RIVER COUNTY

INSTRUCTIONAL STAFF
3700/page 1 of 3

1

LEGAL SERVICES FOR EMPLOYEES

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Subject to the availability of sovereign immunity as a complete defense to any claim or lawsuit maintained against the School Board and any of the employees of the School District, the Board shall do the following:

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- A. The Board shall pay the reasonable costs of defense for any employee sued in connection with any act or omission when it is alleged and appears that such act or omission occurred in the course and scope of the employee's employment with the School District. However, the Board will not pay the legal expenses or fees incurred by an employee when it is determined by the Board that the employee was acting outside the scope of his/her employment with the School District, or acted in a willful, malicious, or reckless manner. This payment of fees and costs incurred by the employee is subject to the following procedures and limitations:

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1. The act or omission of the employee must have been in the course and scope of the employment, and must not have been committed (or omitted) in a willful, malicious or intentional manner, or with a reckless disregard for the rights of other persons or entities who make the claim against the employee.

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2. The employee must request payment of his/her fees and costs in writing to the Superintendent. The Superintendent shall present the request to the Board, along with his/her recommendation and determination regarding whether or not the employee was acting within the scope of his/her employment and without intentional wrongdoing, malice or reckless disregard.

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3. The attorney for the employee must be mutually agreed upon. There may not be any existing or probable future conflict with the representation, such that the attorney selected by the employee is adverse to the Board, representing another party in a matter adverse to the Board, or is likely to be in such manner adverse to the interest of the School District in the future.

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policy

THE SCHOOL BOARD OF INDIAN RIVER COUNTY

INSTRUCTIONAL STAFF
3700/page 2 of 3

- 1 4. If the Board agrees to provide the defense costs and fees,
2 the Board shall only be responsible to pay reasonable fees
3 and costs. The agreement shall be in writing and
4 approved by the attorney for the employee and the Board.
5 The Board may require that the attorney provide a budget
6 for the work. The Board may also establish budgets from
7 time to time with respect to the engagement.
- 8 5. The limits of liability set out in F.S. 768.28 shall apply.
9 This policy shall not be interpreted to provide coverage in
10 excess of the limits of liability set out in that statute,
11 currently \$100,000.00 per claimant and \$200,000.00 per
12 occurrence.
- 13 B. The Board shall indemnify the employee from and against any
14 loss suffered by the employee as a result of any act or omission
15 of the employee that is committed (or omitted) during the
16 course and scope of the employee's employment, subject to the
17 following requirements:
- 18 1. The limits of liability set out in F.S. 768.28 shall apply.
19 This policy shall not be interpreted to provide coverage in
20 excess of the statutory limits of liability. The limits of
21 liability set out in the statutes are currently \$100,000.00
22 per claimant and \$200,000.00 per occurrence.
- 23 2. Defense costs shall be included with payments of
24 indemnity for purposes of determining the limits of
25 liability set out in F.S. 768.28, as it may be amended
26 from time to time. Therefore, the amounts paid by the
27 Board for the defense of the employee shall be added to
28 the amount of indemnity. Such total amount shall not
29 exceed the limits of liability set out in F.S. 768.28.
- 30 3. The Board shall not indemnify an employee who is
31 determined by the court or Board to have acted or
32 omitted to act in a manner that is outside the scope of
33 his/her employment, or where such action or omission
34 was committed (or omitted) in a manner that was
35 intentional, willful, malicious, or with reckless disregard
36 to the rights of others.

policy

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

**INSTRUCTIONAL STAFF
3700/page 3 of 3**

1 **C. To the extent this policy is inconsistent with the provision of a**
2 **collective bargaining agreement concerning the same subject**
3 **matter, then the provision in the collective bargaining**
4 **agreement shall control with respect to the same subject matter**
5 **as applied to an employee who is a member of the bargaining**
6 **unit subject to the collective bargaining agreement.**

7 **D. This policy does not apply with respect to an employee who is**
8 **charged with a criminal violation that arises out of any act or**
9 **omission by the employee during the course of his/her**
10 **employment. In the event an employee is charged with a**
11 **criminal violation arising out of his/her employment, then the**
12 **rights of the employee to have his/her defense fees and costs**
13 **paid by the Board shall be limited to those rights provided by**
14 **statute or the applicable provisions of a collective bargaining**
15 **agreement.**

16 **F.S. 120.536, 120.54, 120.81, 1001.41, 1001.42(17), 1001.43, 1001.49,**
17 **1001.51**
18 **F.S. 1012.26, 1001.32**

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THE SCHOOL BOARD OF INDIAN RIVER COUNTY

SUPPORT STAFF
4000/page 1 of 2

1	4000	SUPPORT STAFF
2	4111	Designation of a New Position
3	4112	Board-Staff Communications
4	4113	Conflicting Employment or Contractual
5		Relationship
6	4120	Employment of Support Staff
7	4120.03	Athletic Coaches
8	4120.04	Employment of Temporary, Substitute, and
9		Part-Time Staff
10	4120.11	Preference for Veterans in Employment
11	4121	Conditions for Employment and Re-Employment of
12		Support Staff
13	4121.01	Criminal Background and Employment History
14		Checks
15	4122	Nondiscrimination and Equal Employment
16		Opportunity
17	4122.01	Prohibition Against Disability Discrimination in
18		Employment
19	4122.02	Nondiscrimination Based on Genetic Information of
20		the Employee
21	4122.04	Complaint Procedure Related to Discrimination in
22		Employment
23	4124	Drug-Free Workplace
24	4129	Conflict of Interest – Private Practice
25	4130	Assignments
26	4130.01	Re-Assignment of Support Staff
27	4139.01	Staff Discipline
28	4140	Suspension or Dismissal of Support Staff
29	4140.01	Disciplinary Suspension Without Pay
30	4150	Resignation
31	4160	Physical Examination
32	4161	Fitness for Duty
33	4162	Drug and Alcohol Testing of CDL License Holders
34		and Other Employees who Perform Safety Sensitive
35		Functions
36	4170	Substance Abuse
37	4170.01	Employee Assistance Program (EAP)

policy

THE SCHOOL BOARD OF INDIAN RIVER COUNTY

SUPPORT STAFF
4000/page 2 of 2

1	4210	Standards of Ethical Conduct
2	4211	Whistleblower Protection
3	4213	Student Supervision and Welfare
4	4214	Solicitation or Acceptance of Gifts or Unauthorized
5		Compensation
6	4215	Tobacco-Free Environment
7	4217	Weapons
8	4220	Evaluation of Support Personnel
9	4231	Outside Activities of Support Staff
10	4232	Political Activities
11	4242	Professional Development
12	4281	Use of Employee's Personal Property at School
13	4362	Anti-Harassment
14	4362.02	Anti-Harassment Complaint Procedure
15	4380	Threatening Behavior Toward Staff Members
16	4410	Compensation
17	4410.01	Compensation for Declared Emergency
18	4419	Group Health Plans
19	4419.01	Privacy Protections of Self-Funded Group Health
20		Plans
21	4420	Benefits
22	4425	Nursing Mothers
23	4430	Leaves of Absence
24	4430.01	FMLA Leave
25	4430.02	Domestic Violence Leave
26	4430.03	Sick Leave
27	4440	Job-Related Expenses
28	4590	Personnel File
29	4600	Job Descriptions
30	4700	Legal Services for Employees

policy

THE SCHOOL BOARD OF
INDIAN RIVER COUNTY

SUPPORT STAFF
4121.01/page 1 of 3

1 CRIMINAL BACKGROUND AND EMPLOYMENT HISTORY CHECKS

2 The safety of its students is of paramount importance to the District. Consistent
3 with this concern for student safety, and in compliance with Florida law, the District
4 requires that, prior to initial employment or re-employment if there has been a break
5 in service, all candidates for all positions shall be subject to a criminal background
6 check to determine eligibility for employment.

7 The application for employment shall inform the applicants that they are subject to
8 criminal background and employment history checks.

9 The cost of the background screening related to initial employment or
10 re-employment after a break in service will be borne by the candidate for
11 employment.

12 Fingerprints of candidates for employment or re-employment if there has been a
13 break in service shall be submitted to the Florida Department of Law Enforcement
14 (FDLE) for Statewide criminal and juvenile records checks and to the Federal Bureau
15 of Investigation (FBI) for Federal criminal records checks.

16 A person who is found through background screening to have been convicted of any
17 crime involving moral turpitude as defined by rule of the State Board of Education,
18 or otherwise found ineligible for employment under F.S. 1012.315, shall not be
19 employed in any position that requires direct contact with students.

20 **The specific categories of convictions and the effect of a conviction upon an**
21 **application for employment are as follows:**

22 **A. Category One: Felony sexual related crimes, lewd and**
23 **lascivious crimes, and felony child abuse crimes. The District**
24 **will not hire an applicant or retain in its employment any**
25 **person who has been convicted of a Category One offense under**
26 **any circumstances.**

27 **B. Category Two: Felony crimes of violence and felony sale of**
28 **controlled substances: The District will not hire an applicant or**
29 **retain in its employment a person who has been convicted of a**
30 **Category Two Offense under any circumstances.**

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**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

SUPPORT STAFF
4121.01/page 2 of 3

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- C. Category Three: Other felony crimes (except those designated under Category Five), any other misdemeanor crimes of a sexual nature, and misdemeanor crimes related to children. The District will not hire an applicant or retain in its employment any person who has been convicted of a Category Three Offense under any circumstances.**
- D. Category Four: Misdemeanor drug-related charges, misdemeanor crimes of violence, and misdemeanor crimes involving weapons. The District will not hire an applicant or retain in its employment any person who has been convicted of a Category Four offense.**
- E. Category Five: Other misdemeanors, and felony crimes involving worthless checks. The District will consider applicants or will consider retaining employees who have had convictions for Category Five offenses on a case by case basis.**

Definition of Conviction

The term "conviction" for the purposes of Board policies means a conviction by a jury or by a court, and shall also include the forfeiture of any bail, bond, or other security deposited to secure appearance by a person charged with having committed a felony or misdemeanor, the payment of a fine, a plea of nolo contendere (no contest), the imposition of a deferred or suspended sentence by the court, adjudication withheld, finding of guilt, or the date of entry into a pre-trial intervention, pre-trial diversion, or similar program; provided that such pretrial intervention or pretrial diversion program is completed by the end of the relevant waiting period.

Appeal

An applicant whose employment application has been rejected or a current employee who becomes ineligible for employment due to conviction for a disqualifying criminal offense may appeal to the Criminal Appeal Committee. The Criminal Appeal Committee shall be made up of the Board Attorney, an administrator designated by the Superintendent, and the Assistant Superintendent for Human Resources. Appeals will be considered only on the basis of mistaken identity. An appellant shall have the burden of setting forth competent, substantial evidence of such mistaken identity. The decision of the Committee is final. The Superintendent shall establish procedures governing the appeal process.

policy

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**SUPPORT STAFF
4121.01/page 3 of 3

1 Individuals whose fingerprints have not been retained by the FDLE must be
2 re-fingerprinted and re-screened upon re-employment or re-engagement to provide
3 service as a support staff member in order to comply with the law.

4 Furthermore, before employment of support staff in any position that requires direct
5 contact with students, the Superintendent shall conduct employment history checks
6 of each of the candidate's previous employer(s), and document the findings. If
7 unable to contact (a) previous employer(s), the Superintendent shall document
8 efforts to contact the employer.

9 All support staff members employed by the District must self-report arrests for
10 serious offenses (see AP 4121.01).

11 Additionally, the fingerprints of all support staff members who are employed by the
12 District and have no break in service must be re-submitted to the FDLE and to the
13 FBI every five (5) years so that subsequent Statewide criminal and juvenile records
14 checks and Federal criminal records checks can be completed as required by law.

15 The cost of this subsequent background screening will be borne by the Board.

16 The information contained in reports received from the FDLE and the FBI is
17 confidential.

18 Although permissible by State law, the District will not share information received as
19 the result of the criminal history background check with other school districts.

20 F.S. 435.09, 943.0585(4)(a), 943.059(4)(a), 1001.10(5), 1012.27(6), 1012.315
21 F.S. 1012.32, 1012.56

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THE SCHOOL BOARD OF
INDIAN RIVER COUNTY

SUPPORT STAFF
4700/page 1 of 3

1

LEGAL SERVICES FOR EMPLOYEES

2 Subject to the availability of sovereign immunity as a complete defense to any
3 claim or lawsuit maintained against the School Board and any of the
4 employees of the School District, the Board shall do the following:

5 A. The Board shall pay the reasonable costs of defense for any
6 employee sued in connection with any act or omission when it
7 is alleged and appears that such act or omission occurred in the
8 course and scope of the employee's employment with the
9 School District. However, the Board will not pay the legal
10 expenses or fees incurred by an employee when it is determined
11 by the Board that the employee was acting outside the scope of
12 his/her employment with the School District, or acted in a
13 willful, malicious, or reckless manner. This payment of fees
14 and costs incurred by the employee is subject to the following
15 procedures and limitations:

- 16 1. The act or omission of the employee must have been in
17 the course and scope of the employment, and must not
18 have been committed (or omitted) in a willful, malicious
19 or intentional manner, or with a reckless disregard for
20 the rights of other persons or entities who make the
21 claim against the employee.
- 22 2. The employee must request payment of his/her fees and
23 costs in writing to the Superintendent. The
24 Superintendent shall present the request to the Board,
25 along with his/her recommendation and determination
26 regarding whether or not the employee was acting within
27 the scope of his/her employment and without intentional
28 wrongdoing, malice or reckless disregard.
- 29 3. The attorney for the employee must be mutually agreed
30 upon. There may not be any existing or probable future
31 conflict with the representation, such that the attorney
32 selected by the employee is adverse to the Board,
33 representing another party in a matter adverse to the
34 Board, or is likely to be in such manner adverse to the
35 interest of the School District in the future.

policy

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

SUPPORT STAFF
4700/page 2 of 3

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4. If the Board agrees to provide the defense costs and fees, the Board shall only be responsible to pay reasonable fees and costs. The agreement shall be in writing and approved by the attorney for the employee and the Board. The Board may require that the attorney provide a budget for the work. The Board may also establish budgets from time to time with respect to the engagement.

5. The limits of liability set out in F.S. 768.28 shall apply. This policy shall not be interpreted to provide coverage in excess of the limits of liability set out in that statute, currently \$100,000.00 per claimant and \$200,000.00 per occurrence.

B. The Board shall indemnify the employee from and against any loss suffered by the employee as a result of any act or omission of the employee that is committed (or omitted) during the course and scope of the employee’s employment, subject to the following requirements:

1. The limits of liability set out in F.S. 768.28 shall apply. This policy shall not be interpreted to provide coverage in excess of the statutory limits of liability. The limits of liability set out in the statutes are currently \$100,000.00 per claimant and \$200,000.00 per occurrence.

2. Defense costs shall be included with payments of indemnity for purposes of determining the limits of liability set out in F.S. 768.28, as it may be amended from time to time. Therefore, the amounts paid by the Board for the defense of the employee shall be added to the amount of indemnity. Such total amount shall not exceed the limits of liability set out in F.S. 768.28.

3. The Board shall not indemnify an employee who is determined by the court or Board to have acted or omitted to act in a manner that is outside the scope of his/her employment, or where such action or omission was committed (or omitted) in a manner that was intentional, willful, malicious, or with reckless disregard to the rights of others.

policy

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

SUPPORT STAFF
4700/page 3 of 3

- 1 **C. To the extent this policy is inconsistent with the provision of a**
- 2 **collective bargaining agreement concerning the same subject**
- 3 **matter, then the provision in the collective bargaining**
- 4 **agreement shall control with respect to the same subject matter**
- 5 **as applied to an employee who is a member of the bargaining**
- 6 **unit subject to the collective bargaining agreement.**

- 7 **D. This policy does not apply with respect to an employee who is**
- 8 **charged with a criminal violation that arises out of any act or**
- 9 **omission by the employee during the course of his/her**
- 10 **employment. In the event an employee is charged with a**
- 11 **criminal violation arising out of his/her employment, then the**
- 12 **rights of the employee to have his/her defense fees and costs**
- 13 **paid by the Board shall be limited to those rights provided by**
- 14 **statute or the applicable provisions of a collective bargaining**
- 15 **agreement.**

16 **F.S. 120.536, 120.54, 120.81, 1001.41, 1001.42(17), 1001.43, 1001.49,**
 17 **1001.51**
 18 **F.S. 1012.26, 1001.32**

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**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

STUDENTS
5420/page 2 of 2

- 1 B. enable the scheduling of parent-teacher conferences at such times
2 and in such places as will ensure the greatest degree of participation
3 by parents;
- 4 C. specify the issuance of report cards at intervals of every nine (9)
5 weeks and/or require a continual review and improvement of
6 methods of reporting student progress to parents.
- 7 No student shall be exempt from academic performance requirements, such as final
8 exams, based on practices or policies designed to encourage student attendance. A
9 student's attendance record may not be used in whole or in part to provide an
10 exemption from any academic performance.

11 F.S. 1003.33

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**THE SCHOOL BOARD OF
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STUDENTS
5730/page 1 of 2

1 EQUAL ACCESS FOR NONDISTRICT-SPONSORED,
2 STUDENT CLUBS AND ACTIVITIES

3 The School Board will not permit the use of school facilities by nondistrict-sponsored
4 student clubs and activities or District-sponsored, noncurriculum-related clubs and
5 activities during instructional hours. During noninstructional time, however, no
6 group of students, regardless of the size of the group, will be denied an opportunity
7 to meet on the basis of the religious, political, philosophical, or other content of the
8 activity.

9 An application for permission for nondistrict-sponsored student clubs and activities
10 to meet on school premises shall be made to Risk Management, who shall grant
11 permission provided that s/he determines that:

- 12 A. the activity has been initiated by students;
- 13 B. attendance at the meeting is voluntary;
- 14 C. no agent or employee of the District will promote, lead, or participate
15 in the meeting;
- 16 D. the meeting does not materially and substantially interfere with the
17 orderly conduct of instructional activities in the school;
- 18 E. nonschool persons do not direct, conduct, control, or regularly
19 attend the activity.

20 A student-initiated group granted permission to meet on school premises shall be
21 provided the same rights and access and shall be subject to the same administrative
22 procedures that govern the meetings of student organizations sponsored by this
23 Board, except as provided by this policy. Participation in a student-initiated meeting
24 must be available to all students who wish to attend and cannot be denied on the
25 basis of a student's race, color, creed, religion, gender, national origin, disability, or
26 social or economic status.

27 The Board will not permit the organization of a fraternity, sorority, or secret society.
28 The Superintendent may exclude nonstudents from directing, controlling, or
29 attending any meetings of students.

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**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**STUDENTS
5730/page 2 of 2

1 A staff member may be assigned to attend a student-initiated meeting in a custodial
2 capacity but shall not participate in the activity. No staff member shall be compelled
3 to attend a student-initiated meeting if the content of the speech at the meeting is
4 contrary to his/her beliefs.

5 The Principal may take such actions as may be necessary to maintain order and
6 discipline on school premises and to protect the safety and well-being of students
7 and staff members.

8 F.S. 1006.14
9 20 U.S.C. 4071 et seq., Equal Access Act of 1984
10 42 U.S.C. 12101, et seq., Americans with Disabilities Act of 1990
11 42 U.S.C. 2000e, Civil Rights Act of 1964

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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 \$35,000.00~~
7 ~~(thirty-five thousand dollars), and does not exceed the applicable~~
8 ~~appropriation in the District budget. The Superintendent may also~~
9 ~~be authorized to purchase commodities or contractual services~~
10 ~~under Department of Management Services State term contracts.~~
11 ~~Assistants functioning under the Superintendent's direction may be~~
12 ~~authorized to perform these purchasing tasks. No person, unless~~
13 ~~authorized to do so under the rules of the Board may make any~~
14 ~~purchase or enter into any contract involving the use of District~~
15 ~~funds; no expenditures for any such unauthorized purchase or~~
16 ~~contract shall be approved by the Board. The exemptions to this~~
17 ~~policy are as outlined as per purchasing and bid exceptions as~~
18 ~~stated in F.A.C. 6A-1.012 Purchasing Policies and F.S.~~
19 ~~1010.04287.057.~~

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

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

31 B. All purchases shall be in accordance with State laws, State Board of
32 Education administrative regulations, and policies prescribed by the
33 Board. In addition, Federal funds may be used to purchase food
34 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 competitive solicitationbid threshold
5 up to the level allowed by Florida Department of Education
6 administrative rule, or less.

7 E. Competitive solicitationsBids shall be required for any purchase
8 greater than the District's threshold as established by Florida
9 Department of Education Administrative Rule. Competitive
10 solicitationsBids shall be requested from three (3) or more sources
11 for any item or group of similar items, if purchased from school
12 funds including internal funds. The Director of Purchasing for the
13 Board is authorized to act for and in behalf of the Superintendent in
14 writing specifications, calling for competitive solicitationsbids, and
15 tabulating and evaluating responsesbids.

16 F. The Director of Purchasing shall determine that proper competitive
17 solicitationbid specifications are written for any purchase subject to
18 the competitive solicitationbid provisions required by law and this
19 rule. The Board reserves the right to reject any and all
20 responsesbids and to make award(s) by individual item, groups of
21 items, all, or none; or to waive informalities, irregularities, or
22 technicalities in responsesbids received as may be in the best
23 interest of the School District and as allowed by law. This
24 information shall be included in requests for competitive
25 solicitationsbids.

26
27 The Director of Purchasing shall determine that the competitive
28 solicitationbid invitation includes all information needed by the
29 responderbidder including the following:

- 30 1. where the responsesbids are to be filed;
- 31 2. date, time, and place for the opening of responsesbids;
- 32 3. from whom additional information may be obtained;
- 33 4. the right of the Board to reject any and all responsesbids;
34 and/or
- 35 5. sealed responsesbids shall be opened publicly and the name
36 of the responderbidder and the dollar amount of anythe bid
37 read aloud by a designated member of the Superintendent's

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

FINANCES
6320/page 3 of 8

- | 1 staff who shall tabulate and evaluate the responses and
- 2 make recommendations to the Superintendent who shall
- 3 make a recommendation to the 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
17 H. Evaluations of responses to Request for Proposals, Request for
18 Qualifications, Request for Quotes, and Invitations to Negotiate, and
19 any resulting recommendations for award shall not be determined
20 by dollar amount only, but shall consider other relevant factors,
21 including but not limited to, compatibility with existing materials,
22 delivery date schedule related to need, availability of servicing
23 facilities, and previous experience in dependability with vendor.

24 IH. A ~~responderbidder~~ may not withdraw his/her ~~responsebid~~ after the
25 stipulated deadline for withdrawing ~~responsesbids~~ set forth in the
26 ~~competitive solicitationbid~~ document. Where a ~~responderbidder~~
27 wishes to withdraw his/her ~~responsebid~~ prior to the deadline, s/he
28 may submit a written request to the Director of Purchasing listing
29 the reasons for the ~~responsebid~~ withdrawal.

30 J. The requirement for requesting ~~competitive solicitationsbids~~ from
31 three (3) or more sources is hereby waived as authorized by F.S.
32 1010.04(4)(a), and State Board of Education Administrative Rule, for
33 the purchase of professional services, ~~or~~ educational tests,
34 educational services, textbooks, printed instructional materials,
35 computer software, films, filmstrips, videotapes, disc or tape
36 recordings, digital recordings, or similar audio-visual materials,
37 library and reference books, and printed library cards, where such
38 materials are purchased directly from a producer or publisher, the
39 owner of the copyright, and exclusive agent within the State, a
40 governmental agency, or a recognized educational institution.
41 Notwithstanding the ability to waive ~~competitive solicitationbidding~~
42 as allowed by statute and rule, as set forth herein, the Board
43 reserves the right to require that a particular acquisition or

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

FINANCES
6320/page 5 of 8

1 purchase be accomplished by hard bid, Request for Proposal,
2 Request for Qualification, Request for Quote or Invitation to
3 NegotiateRFP or RFQ, when the Board determines that such is in
4 the best interest of the District consistent with good business
5 practice. Additionally, notwithstanding the ability to waive
6 competitive solicitations bid as set forth herein, the Superintendent
7 or designee may implement a hard bid, Request for Proposal,
8 Request for Qualification, Request for Quote or Invitation to
9 NegotiateRFP or RFQ purchasing procedure with respect to any
10 acquisition or purchase that may be waived, when it is determined
11 that such procedure is in the best interest of the School District or
12 consistent with good business practice.

1 KJ. Additional exemptions authorized under certain conditions.

2
3 The requirements for requesting competitive solicitations~~bids~~ and
4 making purchases for goods and services, as set forth in this
5 section, are hereby waived as authorized by F.S. 1010.04, when the
6 following conditions have been met:

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

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

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

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

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

1 ML. 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 NM. All emergency purchase orders shall be encumbered to the proper
17 accounting record immediately following issuance.

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

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

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

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FINANCES
6320/page 8 of 8

policy

THE SCHOOL BOARD OF
INDIAN RIVER COUNTY

PROPERTY
7250/page 1 of 2

1

COMMEMORATION OF SCHOOL FACILITIES

2 From time-to-time, the School Board may wish to commemorate a school or District
3 facility by means of a plaque or naming the facility after a person. Such
4 commemoration should be reserved only for those individuals who have made a
5 significant contribution to the enhancement of education generally or the District in
6 particular or to the well-being of the District, community, State, or nation.

7 Any employee of the District thus honored must be deceased or no longer employed
8 by the District prior to the Board's selection of his/her name for a plaque or for the
9 naming of a facility.

10 **School Memorials and Gifts**

11 A. No individual, group, or organization shall be permitted to erect an
12 honor roll, memorial, or structure of any kind upon school grounds
13 except by approval of the Superintendent and Board. **Fixed items**
14 **such as markers, plaques, etc., are inappropriate memorial**
15 **gestures for placement at school sites. Generally, memorials,**
16 **which are fixed to the building or grounds and require special**
17 **attention or maintenance concerns in order to preserve their**
18 **aesthetic quality, are prohibited at School Board facilities.** A
19 simple landscape project **may** be acceptable (i.e. planting of a tree,
20 small flower garden), provided there is little or no maintenance and
21 is consistent with the Board's master plan.

22 B. Permanent structures shall have utilitarian value in the operation of
23 the school or be erected in memory of a person who has been
24 associated with the school either as a student or employee, or an
25 organization which has made some outstanding contribution to the
26 school or School District.

27 C. The Board shall not accept a gift of art unless the cost of
28 installation, operation, and maintenance is consistent with the value
29 of the gift to the school. This gift will require approval of a
30 committee approved by the Superintendent and shall include at
31 least one (1) person trained in the field of art.

32 D. Articles of equipment donated to the schools by individuals, groups,
33 or organizations may be accepted if they contribute to the operation
34 of the school program. Donors shall be notified that the title of this
35 gift shall be in the name of the Board.

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**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

PROPERTY
7250/page 2 of 2

1 **School(s) - Naming and Renaming**

2 The Superintendent, with the assistance of individuals in the community and/or
3 community organizations, if any, shall submit proposed name(s) for school(s) to the
4 Superintendent for his/her subsequent recommendation to the Board for final
5 approval. Names for schools shall be considered in accordance with the following
6 procedures:

7 A. If the school(s) is to be named by its location in the community, the
8 name(s) proposed should be descriptive and of reasonable length.

9 B. If the school(s) is to be named for an individual, the name(s)
10 proposed should be that of an outstanding civic or educational
11 leader, deceased, of local, State, or National prominence and, shall
12 have left public office for a period of time not less than five (5) years.

13 C. The name of a new or existing school(s) once adopted by the Board
14 shall be considered permanent. However, should the Board
15 subsequently initiate, or be called upon to consider, a name change
16 of an existing previously named school(s), then in that event the
17 Board shall allow a period of time of not less than eighteen (18)
18 months from said date for community involvement, deliberation,
19 discussion, and debate, prior to its taking action.

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THE SCHOOL BOARD OF INDIAN RIVER COUNTY

OPERATIONS
8400/page 2 of 9

- 1 C. Procedures directed toward the safety and health of students during
2 transportation to and from school, at school, and during
3 participation in school-related activities. These procedures shall
4 include, but not be limited to, promoting bus safety for students,
5 assessing the safety of school traffic patterns, operating school
6 clinics, administering medication and medical treatment, promoting
7 laboratory and shop safety, promoting safety in sports and other
8 outdoor activities, inspecting playground equipment and promoting
9 safety on playgrounds, and assessing environmental exposure.
- 10 D. Procedures related to District employee health and safety issues that
11 include, but are not limited to, provision of work areas free from
12 recognized hazards and OSHA-related programs that are required by
13 Federal and State law, such as, employee safety and health training
14 and training in hazard recognition, and defining employer and
15 employee responsibilities and expectations related to health and
16 safety.
- 17 E. Procedures describing an accident reporting and investigation
18 system that provides for identification of root causes, determination
19 of remedial and programmed corrective actions, and provides
20 communication about accidents to employees and stakeholders.
- 21 F. Procedures that detail plans for foreseeable emergencies and fire
22 prevention.

23 **PHASE-OUT/BANNED PRODUCTS**

24 The Superintendent shall require that any chemicals, insecticides, or other materials
25 that the Federal government is phasing out and/or banning by a certain date be
26 immediately banned from use on Board property.

27 **SERVICE ANIMALS**

28 The Board shall permit the use of a service animal by an individual with a disability
29 in compliance with AP 9160B and Federal and State law.

policy

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

OPERATIONS
8400/page 3 of 9

1 The Superintendent shall not ask about the nature or extent of a person's disability,
2 but may make two (2) inquiries to determine whether an animal qualifies as a
3 service animal. The Superintendent may ask if the animal is required because of a
4 disability and what work or task the animal has been trained to perform. The Board
5 shall not require documentation, such as proof that the animal has been certified,
6 trained, or licensed as a service animal.

7 **A. A "service animal" is any dog that is trained to do work or**
8 **perform tasks for the benefit of an individual with a disability.**
9 **The animal must be trained to perform tasks directly related to**
10 **the person's disability.**

11 **1. Other species of animals are not considered service**
12 **animals.**

13 **2. Miniature horses may be used as an alternative to dogs,**
14 **with certain limitations. However, they are not included**
15 **in the definition of service animal.**

16 **3. An animal whose sole function is to provide comfort,**
17 **therapy, or companionship is not considered a service**
18 **animal.**

19 **4. A service animal is not a pet.**

20 **B. A "task" is a minor job or piece work that the animal performs.**
21 **Tasks include:**

22 **1. guiding a person who is visually impaired or blind;**

23 **2. alerting a person who is deaf or hard of hearing;**

24 **3. retrieving objects;**

25 **4. assisting with mobility or balance;**

26 **5. pulling a wheelchair;**

27 **6. alerting and protecting a person having a seizure;**

28 **7. performing other specific tasks.**

policy

THE SCHOOL BOARD OF
INDIAN RIVER COUNTY

OPERATIONS
8400/page 4 of 9

- 1 C. A service animal is personal property and may not be brought
2 on campus without the knowledge and permission of the
3 Superintendent. A service animal must be "required" for the
4 individual with a disability. A service animal must be trained to
5 do work or a task for the individual with a disability.
- 6 D. All requests for an individual with a disability to be
7 accompanied by a service animal must be addressed in writing
8 to the Executive Director of Exceptional Student Education
9 (ESE) and Student Services and must contain required
10 documentation of vaccinations and the task the service animal
11 will perform. This written request must be delivered to the
12 Executive Director of Exceptional Student Education (ESE) and
13 Student Services at least ten (10) business days prior to
14 bringing the service animal to school or a school function.
- 15 E. Owners of a service animal must provide annual proof of a
16 current health certificate or report of examination from a
17 veterinarian.
- 18 F. All service dogs must be spayed or neutered.
- 19 G. All service animals must be treated for, and kept free of, fleas
20 and ticks.
- 21 H. All service animals must be kept clean and groomed to avoid
22 shedding and dander.
- 23 I. A service animal may not interfere with the educational process
24 of any student or pose a health or safety threat to any student,
25 school personnel, or other persons. Additionally, the service
26 animal may not:
- 27 1. urinate or defecate in inappropriate locations;
 - 28 2. solicit attention, visit, or annoy any member of the
29 student body or school staff;
 - 30 3. vocalize unnecessarily (i.e., bark, growl, or whine);
 - 31 4. show aggression towards people or other animals;
 - 32 5. solicit or steal food, or other items from the student body
33 or school staff.

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**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

OPERATIONS
8400/page 6 of 9

- 1 **O. Special provisions regarding miniature horses: Requests to**
2 **permit a miniature horse to accompany an individual with a**
3 **disability in school buildings, in a classroom, or at school**
4 **functions, will be handled on case-by-case basis, considering:**
- 5 1. **the type, size and weight of the miniature horse and**
6 **whether the facility can accommodate these features;**
- 7 2. **whether the handler has sufficient control of the**
8 **miniature horse;**
- 9 3. **whether the miniature horse is housebroken;**
- 10 4. **whether the miniature horse's presence in a specific**
11 **facility compromises legitimate safety requirements,**
12 **which are necessary for safe operation.**

13 **ANIMALS ON CAMPUS**

- 14 **A. Animals may be allowed on a school campus under the following**
15 **conditions:**
- 16 1. **The presence of the animal is related to the curriculum**
17 **and significantly contributes to the instructional**
18 **program.**
- 19 2. **The animal does not present a danger to students or staff.**
20 **Aggressive, venomous, or potentially dangerous animals**
21 **are prohibited.**
- 22 3. **Proof of current rabies vaccination, or current report of**
23 **examination from a veterinarian, or veterinary**
24 **certification of vaccination exemption shall be kept at**
25 **the school premises.**
- 26 4. **The animal is kept in an appropriate cage or container,**
27 **which is kept clean, or on a leash or other restraint.**
- 28 5. **The length of time the animal may be on a campus is**
29 **specifically designated.**
- 30 6. **The animal is housed and cared for in a humane manner.**

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**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

OPERATIONS
8400/page 7 of 9

- 1 **7. The Principal has approved the presence of the animal on**
2 **campus.**
- 3 **B. Parents shall be notified in advance that an animal will be in**
4 **the classroom or will be part of a class activity.**
- 5 **C. The policy does not apply to law enforcement canine units or**
6 **approved service animals.**

7 **INDOOR ENVIRONMENTAL QUALITY (IEQ)**

8 The Board recognizes that excessive moisture levels within the schools can lead to
9 conditions that are optimum for the development of biological contaminants, such
10 as mold and fungi on building surfaces. The Board further recognizes that the
11 presence of these contaminants can be harmful on contact with respiratory tissue.

12 Contributing factors to excessive moisture levels include the following:

- 13 A. roof leaks
- 14 B. structural defects in the building
- 15 C. improperly controlled humidity levels
- 16 D. faulty HVAC systems

17 As preventative measures, the District shall do the following:

- 18 A. address prevention of water intrusion as a priority Indoor Air
19 Quality (IAQ) issue and implement strategies toward its elimination
- 20 B. maintain environmental conditions in occupied areas that are in
21 compliance with applicable regulations and strive to conform to
22 consensus industry standards
- 23 C. implement a preventative maintenance program for HVAC systems
24 which shall include, but not be limited to, periodic filter
25 replacement, inspection, cleaning and disinfecting processes, and
26 procedures to eliminate the contribution to indoor air quality
27 problems caused by this equipment

policy

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

OPERATIONS
8400/page 8 of 9

1 D. implement a system for insuring materials used and purchased for
2 use in the construction, furnishing and maintenance, including
3 cleaning of facilities, do not contribute to the health hazards to
4 employees and students by degrading the quality of indoor air. In
5 addition, activities that create indoor air quality health hazards shall
6 not be permitted

7 In addition, the Superintendent shall develop administrative procedures for the
8 proper monitoring of the factors that contribute to excessive moisture and for the
9 development of mitigation plans when, and if, problems with IAQ are identified.

10 **DIESEL EXHAUST AND SCHOOL BUS IDLING**

11 Pursuant to the Florida Administrative Code, the Board prohibits the unnecessary
12 idling of school buses in the vicinity of students. Further, in accordance with the
13 Environmental Protection Agency's initiative to reduce pollution that is caused by
14 school buses on school property, the Board will take the steps recommended to
15 reduce the negative effect of diesel exhaust on indoor and outdoor air quality on
16 school campuses. This effort shall include, but not be limited to, reinforcing smart
17 driving practices.

18 The Superintendent shall develop the administrative procedures necessary to
19 establish these practices in the District. (See AP 8615)

20 **POLLUTION CONTROL AND PREVENTION**

21 In an effort to comply with environmental policy and applicable regulations, the
22 District shall develop and implement procedures designed to prevent air and water
23 pollution, minimize or eliminate waste streams where possible, and identify possible
24 sources of air and water pollution.

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**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

OPERATIONS
8400/page 9 of 9

1 SEE ALSO THE FOLLOWING RELATED POLICIES:

- 2 Policy 7430 - Risk Reduction Program
- 3 Policy 8410 - Crisis Event Intervention and Response
- 4 Policy 8420 - Emergency Evacuation of Schools
- 5 Policy 8431 - Preparedness of Toxic Hazard and Asbestos Hazard
- 6 Policy 8442 - Reporting Accidents
- 7 Policy 8450 - Control of Casual-Contact Communicable Diseases
- 8 Policy 8453 - Direct Contact of Communicable Diseases
- 9 Policy 8453.01 - Control of Blood-Borne Pathogens

10 F.S. 381.0056, 403.021, 1006.07, 1006.22

11 F.A.C. 6A-3.0171(2)(f)

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**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

OPERATIONS
8475/page 1 of 7

1 CRIMINAL BACKGROUND CHECKS FOR EMPLOYMENT AND ACCESS

2 The safety of its students is of paramount importance to the District. Consistent
3 with this concern for student safety, and in compliance with Florida law, the District
4 requires that all non-instructional contractual personnel who are permitted access
5 on school grounds when students are present, who have direct access to students,
6 or who have access to or control of school funds must meet Level 2 screening
7 requirements as described in State law.

8 For purposes of this policy a "non-instructional contractor" shall mean any vendor,
9 individual, or entity under contract with a school or with the School Board who
10 receives remuneration for services performed for the District or a school, but who is
11 not otherwise considered an employee of the District. The term also includes any
12 employee of a contractor who performs services for the District or school under the
13 contract, as well as any subcontractor and employees of that subcontractor.

14 All non-instructional contractors shall be informed that they are subject to criminal
15 background checks.

16 Further, every five (5) years following the initial entry into a contract with the Board
17 or a school in a capacity described above, each person who is so employed as a
18 vendor, individual, or employee of a contractor with the School District must meet
19 Level 2 screening requirements.

20 **The specific categories of convictions and the effect of a conviction upon an**
21 **application for employment are as follows:**

22 **A. Category One: Felony sexual related crimes, lewd and**
23 **lascivious crimes, and felony child abuse crimes. The District**
24 **will not hire an applicant or retain in its employment any**
25 **person who has been convicted of a Category One offense under**
26 **any circumstances.**

27 **B. Category Two: Felony crimes of violence and felony sale of**
28 **controlled substances: The District will not hire an applicant or**
29 **retain in its employment a person who has been convicted of a**
30 **Category Two Offense under any circumstances.**

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THE SCHOOL BOARD OF INDIAN RIVER COUNTY

OPERATIONS
8475/page 2 of 7

- 1 C. **Category Three: Other felony crimes (except those designated**
2 **under Category Five), any other misdemeanor crimes of a sexual**
3 **nature, and misdemeanor crimes related to children. The**
4 **District will not hire an applicant or retain in its employment**
5 **any person who has been convicted of a Category Three Offense**
6 **under any circumstances.**
- 7 D. **Category Four: Misdemeanor drug-related charges,**
8 **misdemeanor crimes of violence, and misdemeanor crimes**
9 **involving weapons. The District will not hire an applicant or**
10 **retain in its employment any person who has been convicted of**
11 **a Category Four offense.**
- 12 E. **Category Five: Other misdemeanors, and felony crimes**
13 **involving worthless checks. The District will consider**
14 **applicants or will consider retaining employees who have had**
15 **convictions for Category Five offenses on a case by case basis.**

16 **Definition of Conviction**

17 **The term "conviction" for the purposes of Board policies means a conviction**
18 **by a jury or by a court, and shall also include the forfeiture of any bail, bond,**
19 **or other security deposited to secure appearance by a person charged with**
20 **having committed a felony or misdemeanor, the payment of a fine, a plea of**
21 **nolo contendere (no contest), the imposition of a deferred or suspended**
22 **sentence by the court, adjudication withheld, finding of guilt, or the date of**
23 **entry into a pre-trial intervention, pre-trial diversion, or similar program;**
24 **provided that such pretrial intervention or pretrial diversion program is**
25 **completed by the end of the relevant waiting period.**

26 **Appeal**

27 **An applicant whose employment application has been rejected or a current**
28 **employee who becomes ineligible for employment due to conviction for a**
29 **disqualifying criminal offense may appeal to the Criminal Appeal Committee.**
30 **The Criminal Appeal Committee shall be made up of the Board Attorney, an**
31 **administrator designated by the Superintendent, and the Assistant**
32 **Superintendent for Human Resources. Appeals will be considered only on the**
33 **basis of mistaken identity. An appellant shall have the burden of setting forth**
34 **competent, substantial evidence of such mistaken identity. The decision of**
35 **the Committee is final. The Superintendent shall establish procedures**
36 **governing the appeal process.**

policy

THE SCHOOL BOARD OF INDIAN RIVER COUNTY

OPERATIONS
8475/page 3 of 7

1 The information contained in the reports received is confidential. The District shall
2 not share information received as the result of the criminal background check with
3 other school districts.

4 A noninstructional contractor who has a criminal history records check and meets
5 the screening requirements set forth in State law shall be permitted to have access
6 on school grounds when students are present, to have direct contact with students,
7 or to have access to or control of school funds as required by the scope of their
8 employment.

9 Exemptions

10 The following noninstructional contractors shall be exempt from the screening
11 requirements set forth in State law:

12 A. Non-instructional contractors who are under the direct supervision
13 of a School District employee are exempt from the screening
14 requirements set forth in State law. Pursuant to State law, "direct
15 supervision" means that a School District employee or contractor,
16 who has had a criminal history records check and has met the
17 screening requirements, is physically present with a non-
18 instructional contractor when the non-instructional contractor has
19 access to a student and the access remains in the School District
20 employee's or the qualified contractor's line of sight.

21
22 However, if a noninstructional contractor who was exempt because
23 s/he is under the direct supervision of a District employee or a
24 contractor who has met the criminal history records check screening
25 requirements is no longer under direct supervision of that employee
26 or contractor who has met the criminal history records check
27 screening requirement, said non-instructional contractor shall not
28 be permitted on school grounds when students are present until
29 (s)he meets the screening requirements set forth in State law or until
30 such direct supervision can be assured.

31 B. A non-instructional contractor who is required by law to undergo a
32 Level 2 background screening pursuant to F.S. 435.04 for licensure,
33 certification, employment, or other purposes and who submits
34 evidence of meeting the following criteria:

- 35 1. The contractor meets the screening standards in F.S. 435.04.
- 36 2. The contractor's license or certificate is active and in good
37 standing, if the contractor is a licensee or certificate holder.

policy

THE SCHOOL BOARD OF INDIAN RIVER COUNTY

OPERATIONS
8475/page 4 of 7

- 1 3. The contractor completed the criminal history check within
2 five (5) years prior to seeking access to school grounds when
3 students are present.
- 4 C. A law enforcement officer, as defined in F.S. 943.10, who is assigned
5 or dispatched to school grounds by his/her employer.
- 6 D. An employee or medical director of an ambulance provider, licensed
7 pursuant to Chapter 401 of State law, who is providing services
8 within the scope of part III of Chapter 401 of State law on behalf of
9 such ambulance provider.
- 10 E. Non-instructional contractors who remain at a site where students
11 are not permitted if the site is separated from the remainder of the
12 school grounds by a single chain-link fence of six (6) feet in height.
- 13 F. A non-instructional contractor who provides pickup or delivery
14 services and those services involve brief visits on school grounds
15 when students are present.

16 A School District may not subject a contractor who meets the requirements set forth
17 in State law to an additional criminal history check. Upon submission of evidence
18 and verification by the School District, the School District must accept the results of
19 the criminal history check for the contractor.

20 A non-instructional contractor who is exempt under this policy from the screening
21 requirements set forth in State law is subject to a search of his/her name or other
22 identifying information against the registration information regarding sexual
23 predators and sexual offenders maintained by the Department of Law Enforcement
24 under F.S. 943.043 and the National Sex Offender Public Registry maintained by the
25 United States Department of Justice. The School District shall conduct the search
26 required under this subsection without charge or fee to the contractor.

27 **Additional Obligations**

28 A non-instructional contractor who is subject to a criminal history check under this
29 policy shall inform a School District if s/he has completed a criminal history check
30 in another school district within the last five (5) years. The School District may not
31 charge the contractor a fee for verifying the results of his/her criminal history check.

policy

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

OPERATIONS
8475/page 5 of 7

1 If, for any reason, following entry into a contract in a capacity described this policy,
2 the fingerprints of a person who is so employed or under contract with the School
3 District as a non-instructional contractor are not retained by the Department of Law
4 Enforcement under State law, the person must file a complete set of fingerprints
5 with the Superintendent of the employing or contracting school district.

6 Disqualifying Offenses

7 A non-instructional contractor for whom a criminal history check is required under
8 this policy may not have been convicted of any of the following offenses designated
9 in the Florida statutes, any similar offense in another jurisdiction, or any similar
10 offense committed in this State which has been redesignated from a former provision
11 of the Florida statutes to one (1) of the following:

- 12 A. Any offense listed in F.S. 943.0435(1)(a)1. relating to the registration
13 of an individual as a sexual offender.
- 14 B. Any offense under F.S. 393.135 relating to sexual misconduct with
15 certain developmentally disabled clients and the reporting of such
16 sexual misconduct.
- 17 C. Any offense under F.S. 394.4593 relating to sexual misconduct with
18 certain mental health patients and the reporting of such sexual
19 misconduct.
- 20 D. Any offense under F.S. 775.30 relating to terrorism.
- 21 E. Any offense under F.S. 782.04 relating to murder.
- 22 F. Any offense under F.S. 787.01 relating to kidnapping.
- 23 G. Any offense under Chapter 800 of State law relating to lewdness and
24 indecent exposure.
- 25 H. Any offense under F.S. 826.04 relating to incest.
- 26 I. Any offense under F.S. 827.03 relating to child abuse, aggravated
27 child abuse, or neglect of a child.

policy

THE SCHOOL BOARD OF INDIAN RIVER COUNTY

OPERATIONS
8475/page 6 of 7

1 For purposes of this policy, "convicted" means that there has been a determination
2 of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere,
3 regardless of whether adjudication is withheld, and includes an adjudication of
4 delinquency of a juvenile as specified in F.S. 943.0435. Additionally, "conviction of a
5 similar offense" includes, but is not limited to, a conviction by a Federal or military
6 tribunal, including court-martials conducted by the Armed Forces of the United
7 States, and includes a conviction or entry of a plea of guilty or nolo contendere
8 resulting in a sanction in any State of the United States or other jurisdiction.
9 Further, a "sanction" includes, but is not limited to, a fine, probation, community
10 control, parole, conditional release, control release, or incarceration in a State
11 prison, Federal prison, private correctional facility, or local detention facility.

12 **Duty to Inform**

13 Under penalty of perjury, each person who is under contract in a capacity described
14 in this policy must agree to inform his/her employer or the party with whom s/he is
15 under contract within forty-eight (48) hours if convicted of any disqualifying offense
16 while s/he is under contract in that capacity. A contractor who willfully fails to
17 comply with this subsection commits a felony of the third degree, punishable as
18 provided in F.S. 775.082 or 775.083. If the employer of a non-instructional
19 contractor or the party to whom the non-instructional contractor is under contract
20 knows the non-instructional contractor has been arrested for any of the
21 disqualifying offenses listed above, and authorizes the non-instructional contractor
22 to be present on school grounds when students are present, such employer or such
23 party commits a felony of the third degree, punishable as provided in F.S. 775.082
24 or 775.083.

25 **Failure to Meet Level 2 Requirements**

26 If it is found that a person who is under contract in a capacity described in this
27 policy does not meet the Level 2 requirements, and/or has been convicted of any of
28 the offenses listed above, the person shall be immediately suspended from working
29 in the capacity of a non-instructional contractor and having access to school
30 grounds, and shall remain suspended until final resolution of any appeals and/or
31 the conviction is set aside in any post conviction proceeding.

32 **Sexual Predators**

33 A non-instructional contractor who is identified as a sexual predator or sexual
34 offender in the registry search shall not be permitted on school grounds when
35 students are present. Upon determining that a non-instructional contractor shall
36 not be permitted on school grounds because of his/her status as a sexual predator
37 or sexual offender, the District shall notify the vendor, individual, or entity under
38 contract within three (3) business days.

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**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

OPERATIONS
8475/page 7 of 7

1 **Board's Duty to Notify Contractor of Denial of Access**

2 If a School District has reasonable cause to believe that grounds exist for the denial
3 of a non-instructional contractor's access to school grounds when students are
4 present, it shall notify the contractor in writing, stating the specific record that
5 indicates noncompliance with the standards set forth in this policy. It is the
6 responsibility of the affected non-instructional contractor to contest his/her denial.
7 The only basis for contesting the denial is proof of mistaken identity or that an
8 offense from another jurisdiction is not disqualifying under those offenses listed
9 above.

10 **Penalty for Violation**

11 A non-instructional contractor who is present on school grounds in violation of this
12 section commits a felony of the third degree, punishable as provided in F.S. 775.082
13 or 775.083.

14 F.S. 1012.465, 1012.467, 1012.468

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**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

OPERATIONS
8500/page 1 of 5

1 FOOD SERVICE PROGRAM

2 The School Board shall, upon the recommendation of the Superintendent, employ
3 the staff necessary to a food service program in each school in accordance with
4 Federal and State laws, regulations, Board policies, and District procedures.

5 The Food Services Program shall participate in the National School Lunch and
6 Breakfast Programs and comply with all Federal and State regulations pertaining to
7 the program.

8 A. Food Service Program

9
10 The purchase of food (except produce) and all nonfood supplies
11 purchased with School Food Service funds are subject to the
12 requirements of School Board policies and the Superintendent's
13 procedures governing the Food and Nutrition Service Program,
14 financial and internal account procedures, applicable federal and
15 state regulations, and the requirements of the Florida School Food
16 Service Operations Manual.

17
18 Under no conditions may a School Food and Nutrition Service
19 Program be operated under a fee, concession, or contract agreement
20 with a food service management company, or under any similar
21 arrangement except upon the approval of the Board and pursuant to
22 a contract with the Board.

23
24 There shall be an annual evaluation of the School Food and
25 Nutrition Service Program to provide a basis for improvement and to
26 meet the need for changing conditions. The results of the evaluation
27 shall be presented to the Board annually.

28
29 The District recognizes the importance of good nutrition to each
30 student's educational performance.

31
32 This program shall be operated primarily as a service to students by
33 providing:

34 1. attractive and nutritious meals for students;

35 2. food service facilities designed to achieve the maximum in
36 efficiency and cleanliness;

policy

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

OPERATIONS
8500/page 4 of 5

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3. Sanitation

A copy of each school's most recent sanitation inspection report shall be posted in a publicly visible location and on the school website.

4. Food Safety

As required by law, a food safety program based on the principles of the Hazard Analysis and Critical Control Points (HACCP) system shall be implemented with the intent of preventing food-borne illnesses. For added safety and security, access to the facility and food stored therein shall be limited to food service staff and other authorized personnel.

D. Cost of Meals

The food service program shall be operated on a nonprofit basis. The price of meals shall be set by the Board upon the recommendation of the Superintendent. Food service employees are given a lunch as part of their salary; other adults shall pay the Board-adopted adult sale price.

E. Eligibility for Free or Reduced-Price Meals

It is the intent of the Board to participate in the National School Lunch and Breakfast Program and to offer paid, free, or reduced-price meals in accordance with the USDA guidelines.

F. School Breakfast Program

1. Breakfast meals shall be available to all students in each elementary, middle, and high school. The Board will do so by participating in the National School Breakfast Program and offering paid, free, and reduced-price breakfast meals in accordance with USDA Guidelines.

Further, the Board shall offer breakfast meals free of charge to all students in each elementary, middle, and high school in which eighty percent (80%) or more of the students are eligible for free or reduced-price meals.

policy

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

OPERATIONS
8500/page 5 of 5

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2. Eligibility

Those persons who are eligible for free or reduced-price meals shall be approved and properly accounted for by the principal in accordance with criteria established by the USDA or other authority.

3. Identification

The identification of students receiving free or reduced-price meals shall be safeguarded and confidential.

G. Accounting

Superintendent

The Superintendent shall be responsible for the accurate accounting of all commodities, equipment, supplies, and cash in accordance with School District requirements and for making such reports as required.

A periodic review of the food-service accounts shall be made by the Superintendent. Any surplus funds from the National School Lunch Program shall be used to reduce the cost of the service to students or to purchase cafeteria equipment. Surplus funds from a-la-carte foods purchased using funds from the nonprofit food service account must accrue to the nonprofit food service account.

F.S. 1001.41, 1001.42, 1001.51, 1006.06, 1013.12
F.A.C. 6A-7.0411, 6A-7.41, 6A-7.42(2), 6A-7.421, 6A-7.45, 6A-7.46
7 C.F.R. 210, 215, 220, 240

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**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

COMMUNITY RELATIONS
9270/page 1 of 2

1 EQUIVALENT EDUCATION OUTSIDE THE SCHOOLS
2 (HOME-EDUCATION)

3 The School Board encourages the enrollment of all school-age children resident in
4 this District in public schools or in registered parochial or private schools so that
5 they may enjoy the benefits of a well-planned educational program and the
6 socialization possible in a group environment.

7 The Board recognizes its responsibility for assuring that every resident school-age
8 child is enrolled in an approved school or is offered an equivalent education
9 elsewhere and designates the Superintendent to act in its behalf.

10 All requests to educate a child in an equivalent education (home-education) program
11 are to be submitted to the Superintendent or his/her designee.

12 The Superintendent shall develop and implement administrative procedures which
13 ensure that, prior to approval of a home-education request, all requirements
14 specified in the State Department of Education regulations have been met.

15 Students who are residents of Indian River County and who are participating in a
16 home education program in accordance with F.S. 1003.21, or who enrolled in a
17 private school may be admitted as part-time students on a space available basis to
18 the District. Admission consideration is restricted to secondary schools beginning
19 grade 6 (middle school).

20 A student enrolled in a home education program in grades one through six is
21 restricted from participating in classes at the elementary level on a part-time basis,
22 unless the student is staffed in an exceptional education program. Admission is
23 restricted to secondary schools only.

24 Students in home education who wish to attend public school classes must have
25 met all criteria for a home education program during the entire semester
26 immediately prior to the time of admission to a public school. Home
27 education/private school students may seek admission to any public school offering
28 the course(s) of interest. Exceptional education and gifted students will be provided
29 services as required by law.

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**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**COMMUNITY RELATIONS
9270/page 2 of 2

1 Academic placement of the child for the current school term will be made by the
2 school, in accordance with the transfer requirements as stated in the current
3 District Student Progression Plan. The specific topic references are: All Transfer
4 Students K-6; Transfer Students, Middle/High Students; and Transfer Students,
5 Senior High School Students.

6 Parents/Guardians are responsible for the transportation of students in home
7 education/private schools programs both to and from the public school providing
8 the course(s) of interest. The school principal will establish the time and place for
9 the arrival and departure of home education/private school student accepted into
10 the part-time program. All home education/private school students who attend the
11 District on a part-time basis are subject to the same relevant rules and regulations
12 as full-time students.

13 The Superintendent may allow a student who is being educated at home or at a
14 private school to be admitted as a part-time student on a space available basis or to
15 participate in one or more of the District's co-curricular or extra-curricular activities
16 providing s/he meets the eligibility criteria established for an activity. Admission
17 consideration is restricted to secondary schools.

18 F.S. 1001.41, 1002.41, 1003.21

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