

2.07 PREREQUISITES FOR SALARY PAYMENT

C. Employment Contracts

1. All regular employees shall sign a contract as prescribed by law prior to employment but not before required paperwork is on file and approved. Such contract shall specify: a definite term of service not to exceed three (3) years, (with the exception of Continuing Contract, Professional Service Contract or Multi-Year Contract); position and salary to be paid; and shall be on such forms as approved by the State Board of Education for certificated personnel and approved by the School Board for all other personnel.
2. An annual contract must be issued to probationary instructional, probationary non-degreed vocational and non-instructional personnel and may be issued to administrative and supervisory personnel. Such contract may be held for no longer than a period of one year providing the qualifications of the individual holding such contract are maintained or providing just cause has not been shown at a public hearing to remove such contract. No cause need be shown by the Board if such contract is not renewed for a subsequent year.
3. Effective June 30, 1997, the first 97 days of employment for a newly-hired teacher or instructional administrator shall be considered a probationary period during which time the employee may be dismissed without cause or may resign without breach of contract. The School Board hereby delegates the authority and power to the Superintendent to dismiss any employee during said probationary period. Said dismissal by the Superintendent shall have the same force and effect as if it had been done by the full Board, shall be final, irreversible and shall be effective on the date that notification is given to the employee by the Superintendent or his designee. Terminations effected pursuant to this section of Policy shall be presented to the Board at the first regularly scheduled Board meeting following the employees notification of termination and shall be ratified by the Board nunc pro tunc to the effective date of the termination.
4. A contract for a term of no more than 3 years subject to annual review and renewal may be issued to administrative and supervisory personnel. Such contract shall have a term of up to 3 years providing the qualifications of the individual holding such contract are maintained or providing just cause has not been shown at a public hearing to remove such contract, and shall be automatically renewed for a 2<sup>nd</sup> or 3<sup>rd</sup> subsequent year providing the School Board does not request review of such contract for a particular individual. No cause need be shown by the Board if such reviewable, renewable contract is not renewed for a subsequent multiple year term upon its expiration.
5. A contract for a term of no more than 3 years may be issued to administrative and supervisory personnel and principals after a period of 3 continuous years of

probationary service in a 5 year period broken only by a leave of absence as an administrator, supervisor, or principal. Such contract is not subject to review or renewal until the expiration of its term and cannot be canceled provided the qualifications of the individual holding such contract are maintained or providing just cause has not been shown at a public hearing to remove such contract. No cause need be shown by the Board if such multi-year contract is not renewed for a subsequent multi-year term upon its expiration.

6. A Professional Service Contract may be issued to teachers who qualify in accordance with Florida Statute and Board policy. Any person holding a continuing contract or professional services contract shall retain such contract status as long as: he/she continues employment in a certificated, administrative or supervisory position in the Clay County School District; and provided he/she remains qualified to hold such contract; and provided just cause has not been shown to remove such contract in accordance with Florida Statutes, and, in the case of a Professional Service Contract teacher, provided the teacher's performance has not been found to be unsatisfactory as provided in Florida Statute and the Clay Assessment System.
7. Multi-Year Contracts
  - a. Non-instructional personnel who have served satisfactorily under annual contract during a probationary period as regular employees for three (3) consecutive years in the last five (5) years, broken only by a leave of absence, shall receive a multi-year conditional contract with the School Board upon the recommendation of their immediate supervisor, appropriate Assistant Superintendent, if applicable, and by the Superintendent, and reappointment by the School Board. A fourth consecutive annual contract may be recommended by the Superintendent and approved by the School Board should a multi-year conditional contract not be recommended. No cause need be shown, should such multi-year conditional contract not be recommended after a three or four-year probationary period or if an annual contract is not renewed.
  - b. When the multi-year conditional contract has been reviewed at the end of the contract year and is recommended for termination at the close of the contract year, the employee who is being terminated shall receive written notice of such termination, including reasons for cause, from the Superintendent at least fifteen (15) workdays before the termination date. Such reasons shall include misconduct; abandonment of position; conviction of a felony; dishonesty; falsification of school board forms; gross insubordination; immorality (as defined in Chapter 6B-4.009(2), FAC, 1994); misappropriation or willful destruction of public property; neglect of duty; possession, consumption or sale of alcohol, illegal drugs, controlled substances or narcotics on school board property; breach of rules and regulations, and incompetency.
  - c. Such employee shall have the right, if requested in writing within fifteen (15) working days of such notice, to have a conference with the Superintendent concerning his/her termination. The Superintendent shall notify the employee

in writing within seven (7) working days following the conference of his/her decision.

- d. Within ten (10) working days of receipt of the Superintendent's decision, such employee shall have the right to request, in writing, a hearing before the School Board. Such written request may include the employee's election of either a single school board member appointed by the school Board as hearing officer, or a hearing officer assigned by the Division of Administrative Hearings of the State of Florida Department of Management Services to conduct the hearing. In the event the written request for a hearing does not include the employee's election of the source of hearing officer, the school board shall appoint one of its members as hearing officer to hear the appeal, in which event the employee shall be provided notice of not less than fourteen (14) calendar days of the hearing date.
- e. The hearing officer shall submit his/her recommended order consisting of findings of fact, conclusions of law, and recommendation to the school board, the employee and the administration within fourteen (14) days of the hearing. Both parties shall have ten (10) days to submit written exceptions to the recommended order to the school board.
- f. The school board may adopt the recommended order of the hearing officer at a meeting within fifteen (15) days of the receipt of the hearing officer's report.
- g. Disciplinary terminations may occur at any time in accordance with the reasons and procedures set forth in the Collective Bargaining Article regarding Evaluation & Disciplinary Procedures in School Board Rules on discipline and the Administrative Procedures Act.
- h. An employee's contract may be non-renewed at the close of a fiscal year due to reduction in force or terminated during a school year as the result of financial reasons in accordance with procedures outlined in the Collective Bargaining Agreement for layoff or reduction in force.

(Ref. F.S. 1012.27; 1001.51; 1012.22; 1011.62; 1012.33; 1012.35; 1012.56; 1012.52; 1012.42) (Revised: 01-08-81; Amended: 07-12-84; 11-08-84; 12-13-84; 02-14-84; 02-14-85; 11-21-89; 08-22-90; 04-18-91; 04-23-92; 02-17-94; 11-22-94; 01-18-96; 10-16-97, 01-21-99, 06/20/06, 11/16/10)