

## SECTION II HUMAN RESOURCES

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### 2.01 DEFINITIONS

- A. ~~Instructional personnel are teachers who are required to hold current teaching certificate in the State of Florida or who are licensed by the State of Florida as required by State Board Rules and who are directly or indirectly engaged in an instructional capacity. These teachers include counselors, librarians, specialists and others assigned to schools or to various Central Office departments whose functions are tied to the delivery of instruction to students.~~
- A. “Instructional personnel” means any K-12 staff member whose function includes the provision of direct instructional services to students or whose duties involve providing direct support in the learning process of students. Instructional personnel shall include classroom teachers (including substitute teachers), student personnel services (e.g., guidance counselors, social workers, career specialists and school psychologists), librarian/media specialists, education paraprofessionals, and other instructional staff (e.g., primary specialists, learning resource specialists, instructional trainers, adjunct educators certified under Fla. Stat. 1012.57)
- B. ~~Administrative Personnel are those assigned responsibility for administrative direction and instruction supervision or for responsibility as an administrative or supervisory head of a support activity, non-instructional activity, or district-level function. Administrative Personnel may be assigned to school-based positions or to positions within the Central Office or Support Offices.~~
- B. “Administrative personnel” includes K-12 personnel who perform management activities for the school district and are responsible for executing policies through the direction of personnel at all levels within the district, and includes: assistant, associate, or deputy superintendents; directors of major instructional areas, such as curriculum, federal programs such as Title I; directors of specialized instructional program areas such as exceptional student education, career education, and other similar areas; directors of major noninstructional areas, such as personnel, construction, facilities, transportation, data processing, and finance; school principals or directors; career center directors; and assistant principals.
- C. ~~Support personnel are those referred to in Florida Statutes as educational support employees. Such an employee is employed as a teacher assistant, a member of the transportation department, a member of the maintenance or operations department, a member of food service, a secretary, or a clerical employee, or any other non-administrative employee who is not required to hold a teaching certificate or license as described in A above.~~
- C. “Educational support employees” means K-12 employees whose job functions are neither administrative nor instructional, yet whose work supports the educational process. Such personnel include clerical/secretarial, maintenance, food service, and technical

employees, as well as skilled craft workers, doctors, nurses, certified public accountants and other administrative, non-instructional staff.

- D. “Managers” includes those K-12 staff members who perform managerial and supervisory functions while usually also performing general operations functions. Managers may be either instructional or noninstructional in their responsibility. They may direct employees’ work, plan the work schedule, control the flow and distribution of work or materials, train employees, handle complaints, authorize payments, and appraise productivity and efficiency of employees.
- ED. Benefits, as used in this policy, include rewards accruing to the employee such as leaves and insurance opportunities provided by these policies and the applicable master contract(s) and social security and retirement contributions required by Florida Statute and State Board Rules.
- FE. Regular employees are those personnel who are employed by contract and whose terms of usual employment are expected to be at least the normal length of a contract year for the respective job category and which job position normally is expected to carry over into a succeeding year. Full-time regular employees are entitled to all benefits provided by the School Board. Full-time employees are those who are contracted for a six-tenths (.6) or greater allocated positions or for six-tenths (.6) or more of each consecutive normal day for the allocated position during the contracted period. Employees doing job sharing (contracted on a .5 contract plus 1 day) work ninety-nine (99) days, entitling them to gain credit for one (1) year of experience.
- GF. Temporary employees are those personnel employed by the Superintendent, but not appointed by the School Board, who are employed during a peak-load period, the duration of which is normally limited to two months and may be for a work day of less than that which is usual for the particular job category. No contract, leave or insurance benefits shall be available to these employees.
- HG. Part-time employees are those personnel employed by contract for less than a .6 allocated position. Part-time employees are not entitled to leave with pay (other than Professional leave, Leave for Contagious Disease or Temporary Duty Elsewhere leave) or to insurance benefits.
- IH. A substitute employee is one whose employment is on a day-by-day basis, but normally not for an extended period of time. Substitutes may be employed at the discretion of the Superintendent during the temporary absence of a regular employee or during a peak-load period. A substitute employee is not entitled to a contract, leave or insurance benefits.
- JI. A Long Term Substitute teacher is one whose employment is on a day-to-day basis in the same position for an extended period of time (11 to 60 working days or as approved by the Superintendent). Long Term Substitutes may be employed at the discretion of the Superintendent during the temporary absence of a regular employee. They are not entitled to contracts, leave or insurance benefits, but must have at least a Bachelor Degree recognized by an approved accrediting agency.

- KJ.** An Interim teacher or administrator is one whose employment is contracted in the same position for an extended period of time (over 60 working days, or as approved by the Superintendent). Interim teachers or administrators may be employed at the discretion of the Superintendent during the temporary absence of regular employees or to fill vacant positions. Interims must meet the same requirements for the position as the regular employee. They are entitled to receive contracts and, if full-time, are eligible to accrue and receive normal benefits afforded regular employees under these policies. The interim teacher or administrator must have a Florida Educator's or district-issued certificate.
- LK.** Limited contract employees are support employees, recommended by the Superintendent and appointed by the Board, whose terms of employment are expected to be less than the minimum for a regular employee but normally for more than thirty (30) days. This type of employee shall receive a contract and be eligible to accrue and receive benefits with the exception of annual leave and extended leave. In the case of a limited contract employee assigned to a twelve (12) month position, should such limited contract employee subsequently be appointed as a regular employee (.6 allocation or greater) without a break in service in the same twelve (12) month job category, annual leave shall accrue from the date of hire as a limited contract employee.

(Ref. F.S. [1012.01](#); 1012.22; 1012.40; 1000.21) (Adopted: 1-8-81)(Revised: 2-17-94, 12-14-95, 4/20/00, 06/20/06)

## **2.02 APPLICATION/RECRUITMENT**

### **A. Application**

Application for a position with the Clay County School Board shall be made online from the District website. Discrimination in any phase of the employment of personnel, on the basis of race, religion, color, sex, marital status, age, national origin or disability, is expressly prohibited by the Clay County School Board.

### **B. Application Screening**

1. Evaluations will be secured from references and other information shall be required as necessary to substantiate qualifications. Interviews with the applicant may be required before employment. All applicants for a position with the School Board shall have a completed application online prior to consideration for employment.
2. Instructional personnel and school administrators are ineligible for employment in any position that requires direct contact with students in the District if the person has been convicted of any crime outlined under Fla. Stat. § 1012.315.
3. Fingerprinting and background checks will be as follows:
  - a. Fingerprint/background checks shall be conducted on all prospective employees of the School Board, including substitute and part-time, in accordance with the regulations of the State of Florida and Clay County School Board Rule. The cost of such initial fingerprint/background checks

shall be borne by the applicant, except that, the School Board shall bear the cost of fingerprint/background processing for initial employment of support substitute personnel, part-time supplemented positions, non-paid student records volunteers, part-time Adult/Community Education teachers and temporary part-time teachers. If the applicant/employee does not meet the requirements of the Department of Education and the Clay County School Board, any contract issued and any pay processed shall be terminated immediately. Former employees, including substitutes who terminate employment, must be re-fingerprinted.

- b. ~~Effective July 1, 2004,~~ All Clay County School District employees must be fingerprinted and background checked through the Florida Department of Law Enforcement (FDLE) and the Federal Bureau of Investigation every five years. The initial and **retention**/renewal cost of the fingerprint processing of current employees will be paid by the Clay County School District.
- c. Fingerprinting/Background checks for non-instructional contractual personnel will be conducted as follows:
  - 1) Non-instructional contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds, must undergo fingerprinting and must meet Level 2 background screening requirements. This requirement shall apply to any vendor, individual or entity under contract with a school or the School Board, except those to which paragraph 2) and 3) of this subsection apply. The cost shall be borne by the contracting agency or individual. The screening shall be conducted as set forth in Florida Statute 1012.465. Under penalty of perjury, each person who is employed or under contract in a capacity described in subsection (1) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under contract in that capacity. [Fla. Stat. § 1012.465(2)]. If it is found that a person who is employed or under contract in a capacity described in this section does not meet the Level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals. [Fla. Stat. § 1012.465(3)]
  - 2) Non-instructional contractors who are vendors, individuals, entities, employees of contractors, subcontractors, or employees of subcontractors who contract with a school, a sub unit of a school, or the School Board, either directly or through its designated purchasing agent, to perform services and receive remuneration for said performance (as distinguished from those who sell a product) and who are permitted access to school grounds when students are present and for whom the performance of their contract does not anticipate direct contact with students and unanticipated contact will be infrequent and incidental, shall

undergo a fingerprint-based criminal history check by the School Board or its employees or agents as required by Florida Statute 1012.467. The cost shall be borne by the contractor and may not exceed the amounts set by law.

A non-instructional contractor for whom a criminal history check is required pursuant to this subsection may not have been convicted of any of the offenses listed in Florida Statute 1012.467(2) (g). Convicted means that there has been a determination of guilt by trial, plea of guilty, or plea of *nolo contendere*, regardless of whether adjudication is withheld. All contracts shall contain a provision addressing contractors' self reporting requirements for subsequent arrests that are provided by law.

- 3) Non-instructional contractors who are subject to subsection 2) herein are exempt from screening requirements of subsection 1) and 2) herein if they are under the direct supervision of a school district employee OR a contractor who has had a criminal history check and meets the screening requirements [under sections 1012.32, 1012.465, 1012.467, or 1012.56 of the Florida Statutes](#). Direct supervision means the district employee or contractor is physically present with the non-instructional contractor when the contractor has access to a student AND the access remains in the district employee's or contractor's line of sight. If a non-instructional contractor who is exempt is no longer under direct supervision, he shall not be permitted on school grounds when students are present until he meets screening requirements of subsection 1) or 2). Non-instructional contractors who meet the following criteria are also exempt from the screening requirements of subsections 1) and 2) herein:
  - a) A law enforcement officer as defined in 943.10, who is dispatched/ assigned to school grounds by his employer.
  - b) An employee or medical director of an ambulance service licensed pursuant to Chapter 401 who is providing services within the scope of Chapter 401 on behalf of the provider.
  - c) Non-instructional contractors who remain at a site where students are not permitted if the site is separated from the remainder of the school grounds by a single chain-like fence six feet in height.
  - d) A non-instructional contractor who provides pick-up and delivery services and those services involve brief visits on school grounds when students are present.
  - e) Non-instructional contractors who are required by law to undergo a Level 2 background screening per Florida Statute 435.04 for licensure, certification, employment, or other purposes and submit

evidence that the contractor meets the screening standards of Florida Statute 435.04, the contractor's license or certification is in good standing, the contractor completed the criminal history check within the immediately preceding five years.

Even though exempt from requirements of subsection 1) and 2) herein, a non-instructional contractor is subject to a search of his/her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement and the national sex offender registry maintained by the United States Department of Justice. The school district SHALL conduct this search without charge to the contractor.

A non-instructional contractor identified as a sexual predator or sexual offender in the registry search may not be permitted on school grounds when students are present AND the school district shall notify the vendor, individual, or entity under contract within three business days.

- d. Fingerprint/Background checks will also be conducted for all student teachers, pre-intern teachers and college/university field experience students. The cost of fingerprinting will be borne by the individual.
- e. Volunteers/Mentors, who may be in close, unsupervised contact with students, must have a fingerprint/background check. The cost for such a check shall be borne by the individual or the agency, with which the volunteer/mentor works.
- f. Fingerprint/Background checks shall be secured from the Florida Department of Law Enforcement (FDLE) and/or other appropriate law enforcement agencies on any prospective employee. All prospective employees or volunteers shall have their name checked against the FDLE internet sexual predator/sexual offender list.
- g. Applicants or probationary employees who are not employed or are terminated because of their criminal records shall have the right to appeal such decision. The District will notify the applicant, in writing, of the problem and of his/her status. He/She will have the opportunity to send a written explanation of the problem along with official court documents and other requested information and may request an appointment with the Director of Support or Instructional Personnel Services. The decision of the administration shall be final.
- (h) If the District has reasonable cause to believe that grounds exist for the denial of a contractor's access to school grounds when students are present, it shall notify the contractor in writing, stating the specific record that indicates noncompliance with the standards set forth in this section. It is the responsibility of the affected contractor to contest his or her denial. The only basis for contesting the denial is proof of mistaken identity or that an offense from another jurisdiction is not disqualifying under paragraph (2)(g). [Fla. Stat. § 1012.467(5)]

43. Applicants for positions which require the individual to drive a School Board vehicle shall, prior to being recommended for a position, provide their seven-year driving history which verifies compliance with the minimum safe driving standards approved for the appropriate job description. The applicant shall bear the cost of the driving history records.
54. Drug screening shall be required for all support applicants and administrative personnel prior to employment and for all support substitutes prior to approval for use at the expense of the School Board. Former employees who were previously cleared by these drug screening requirements must submit to drug screening upon reemployment if their separation from the Board exceeded ninety days. Such reemployed persons shall bear the cost of the drug screening.
65. The School Board shall bear the cost of required initial physical examinations for applicants as specified by law and as follows:
  - a. Applicants for positions for which a driver's license is required.
  - b. Applicants for positions which involve assigned responsibility of operating or repairing motor vehicles or other motorized equipment.
  - c. Applicants for positions involving the handling of food or pesticides.

76. Principals and District Level Department Heads shall work with the Assistant Superintendent for Human Resources in making recommendations of qualified ~~teacher and support applicants~~ instructional personnel and educational support employees for openings to the Superintendent of Schools. ~~An Interview Reaction Form shall be completed by the applicant and the Principal or District Level Department Head for each applicant considered. The supervisor shall maintain the completed form as required by Records Management policies and statutes.~~

No applicant may be recommended as a regular or interim ~~teacher or as a regular or limited contract support employee~~ instructional personnel or educational support employees unless that applicant has been screened and approved as recommended by the Human Resources Division. Except as required by Veteran's Preference laws, supervisors are not bound in their recommendations by any order of applicant listings. Rather, Principals and Department Heads are expected to identify the best match, from among qualified applicants, for the position available.

87. Veteran's Preference
  - a. All veterans' preference eligible applicants, as defined in the Florida Statutes, shall be given special consideration at each step of the employment selection process. Specifically, all preference-eligible applicants shall be granted an interview.
  - b. If there is more than one step in the application process, a preference-



eligible applicant who meets the minimum qualifications for the position shall be advanced to the next step in the selection process. This preference means that the preference-eligible applicant will be considered ahead of all other applicants who are as well or less qualified for the position.

- c. If an applicant other than a preference-eligible applicant is hired into a position, the person making the recommendation will document the reason for the decision. If, at any step in the selection process, a determination is made that the veteran is not qualified to advance to a subsequent step in the selection process, such determination will receive a review at a higher level of management having authority to overturn the initial determination, to ensure whether the determination was correct. [See Fla. Admin. Code 55A-7.011]
- d. Any employee who is reinstated to employment after separation from the U.S. Armed Forces with an honorable discharge will be given preference in promotion. This preference means that the preference-eligible employee will be promoted ahead of all other employees who are as well or less qualified for the position. This applies to the first promotion after reinstatement only.
- e. Special consideration for retention will be given to preference-eligible employees where layoffs are necessitated in accordance with the law. Documentation will be maintained to confirm preference was given.

~~8. A former Clay County employee, or Clay County School Board member, who was elected immediately after his/her last teaching, administrative or work assignment in the district, shall be considered for a teaching or support position in Clay County if: he/she has completed an online application and, if applicable, has transcript(s) (official or microfilmed) on file; received a satisfactory rating on the last performance evaluation conducted in Clay (if applicable); was recommended for reappointment by his/her last Clay County administrator (if applicable); presents a satisfactory reference, on the required form, from his/her last Clay County administrator; and has not been separated from Clay County for more than two years.~~

9. An employee who has served as an Interim Under Contract teacher or as a Limited Contract employee, has met the minimum standards required for hire and has a complete application shall be required to submit only a satisfactory reference completed by his/her Clay County supervisor in order to be considered for regular employment as a teacher or support employee. This exemption from other application requirements shall be valid for the current and next school year only.

~~10. A former Clay County teacher or support employee who received a satisfactory evaluation, but was not recommended for reappointment **in their job category** for the following year, shall not be considered for reemployment for one year. Subsequently, the individual may be considered only if a current online application, with all required documentation, is submitted and all minimal pool requirements are met.~~

~~11.~~ 10. A former Clay County teacher or support employee who received an unsatisfactory performance evaluation from his/her last Clay County supervisor will not be considered for reemployment in Clay County in their job category until a



new, complete online application is submitted, including a reference documenting satisfactory performance subsequent to Clay County employment.

A former Clay County teacher or support employee who received an unsatisfactory evaluation and was not recommended for reappointment by his last Clay County supervisor shall not be considered for reemployment in the district, except as directed by the Superintendent.

12. ~~11.~~ Any exceptions to these requirements, due to extenuating circumstances, must be approved by the Superintendent. No other exceptions shall be made to these procedures.
13. ~~12.~~ All applications for employment shall remain active for a period of one year following the date of initial online application. ~~and may be reactivated upon written notification by the applicant to the Human Resources Division prior to the expiration of the current application period.~~ If an online application is inactivated, it must be updated when reactivated, a new application, including a reference and official transcript, will be required before an applicant will be considered for employment. In no case shall an applicant be considered for employment based on an application that is older than two years.
14. ~~13.~~ Prior to payment of salary, all nominated candidates for positions shall report to the Division of Human Resources for a pre-employment meeting to complete required paperwork. When requirements have been completed for employment, a contract may be offered with the approval of the Superintendent. The Superintendent shall make his nomination at the next regular School Board meeting, but final employment shall rest with confirmation of the School Board.
15. ~~14.~~ Once an employee has been appointed by the School Board, the employee may be released from contract only through regular resignation or leave procedures or as provided by law.
16. ~~15.~~ Applicants and employees' eligibility under Section 504, or the Americans with Disabilities Act, and their need for reasonable accommodation, shall be determined on a case-by-case basis. Employment opportunities shall not be denied to applicants or employees with a disability unless reasonable accommodations cannot be provided due to undue hardship or the presence of direct threat to the health or safety of the applicant/employee or others.

### C. Recruitment

Activities which relate to the recruitment of applicants for all positions shall be coordinated by the Division of Human Resources. Administrators, central office administrators, and principals are expected to actively assist in recruiting activities and assistant principals, vice principals and other certificated staff may be utilized in such activities as needed. Adjustments will be made to recruitment activities to ensure that they do not have the effect of screening out potential applicants with disabilities.

Recruitment activities shall include participation in recruitment fairs, visitations on college campuses, interviewing at other school districts, meeting and conferencing with student teacher interns, advertising in newspapers and magazines, providing information to recruits about the school district and surrounding area, providing promotional material to college placement offices and/or recruits, and all related travel pertaining to such activities.

Recruitment activities shall be funded by the General Fund and expenditures shall be authorized in accordance with the approved budget.

Emphasis shall be placed on the recruitment of teachers in critical shortage areas ~~as identified in the Division of Human Resources Comprehensive Plan~~ and of ~~persons~~ **teachers** in areas requiring special skills or in other areas of critical shortage as specified by the Assistant Superintendent for Human Resources in consultation with the Superintendent.

Recruitment travel itineraries shall be submitted to the Assistant Superintendent for Human Resources for his/her review and approval, and to the Superintendent for final approval. The School Board shall be advised of such approval and shall have final approval authority. ~~unless recruitment was previously approved as part of the Division of Human Resources Comprehensive Plan.~~

#### D. Conflict of Interest

1. Employees shall not be transferred or assigned to a position where a conflict of interest shall be created. A conflict of interest shall exist whenever the activities of an employee are under the supervision of a close relative.

A "close relative" shall be defined as the first degree of kindred: husband, wife, father, mother, brother, sister, son, daughter, and in-laws of the same degree.

2. This section shall be effective July 1, 1993, but shall not apply to supervisory relationships existing on that effective date.

(Ref. F.S. 1012.22; 1012.27; 1012.32; 1012.56)(Adopted: 01/08/81)(Amended: 10/14/82, 12/13/84, 04/10/86, 01/08/87, 01/21/88, 01/19/89, 11/21/89, 04/19/90, 04/18/91, 07/18/91, 09/19/91, 06/15/93, 02/17/94, 01/18/96, 01/21/99, 12/16/2004, 06/20/06, 11/20/07, 05/20/10)

### **2.03 POSITION AVAILABILITY**

- A. All regular employment positions and supplemental positions shall be allocated by the School Board. Such allocations must be recommended by the appropriate division head and Deputy Superintendent to the Superintendent prior to the Superintendent's recommendation to the School Board for their consideration and approval.
- B. No allocation shall be approved unless supported by a job description with job locator code, description of duties and qualifications. Each job description shall be submitted to

the Human Resources Division for review and approval prior to submission to the School Board for its final approval. No employment position shall be posed, made public or presented to the Board with an appointment recommendation unless an allocation exists which has been approved by the Board.

- C. Job descriptions, including the job duties and qualifications shall be reviewed by the Superintendent or his designee and brought to the Board for approval no less frequently than every two (2) years. The purpose of the review is to determine the current need for the position, to determine whether the listed job duties are appropriate and to determine the appropriate job qualifications. Before any new or existing job opening or vacancy is announced or made available for appointment recommendation, internal transfer, redesignation or new hire, or when a position is vacated, the Superintendent shall bring the Job Description for said position to the Board for review and approval. The Superintendent shall also provide a rationale as to the reason for the continued need for the position and the salary range. Once the Board approves the position the job may be posted, advertised or filled by recommendation of the Superintendent to the Board. No appointment recommendation shall be made by the Superintendent and the employment position shall not be filled until such time as the job description for the vacated position has been reviewed as set forth herein and brought to the Board for approval. Effective January 1, 2014, no allocation of any position shall be approved by the Board until the job description for that position has been reviewed as to duties and qualification as required by this Policy and the reviewed/amended job description is approved by the Board.

This subsection shall be applicable only to Administrative positions other than those which are considered the Administration of an individual school. This Policy does not apply to any employee who is governed by any contract between the Board and CCEA or CESP.

- D. Positions which have been authorized by the School Board and which are available must be posted electronically as required by the applicable collective bargaining agreement.

(Ref. F.S. 1012.27) (Adopted: 01-08-81)(Amended: 12-13-84, 01-18-96) (Amended: 09/19/13)

## **2.04 EMPLOYMENT PROCEDURES FOR TEACHERS**

### **A. EMPLOYMENT**

1. The minimum requirements to be employed as a teacher in Clay County shall include meeting the minimum standards as prescribed by state law and as outlined below.
2. Applicants for teaching positions in the Clay County Schools shall be required to file an online application. A complete application file will consist of an electronic application, appropriate reference submitted on the required form and, a complete set of transcripts from each college/university from which the applicant received a bachelor's degree or higher. Additional transcripts necessary for certification purposes may be required. The application form, reference [sheets](#), transcripts and other required documents shall be submitted as required by the Board-approved

application and accompanying directions. These forms and directions shall be reviewed and revised as necessary in order to comply with state, federal and court requirements.

3. No applicant for an instructional personnel position shall be recommended for hire unless the following minimum standards have been met:
  - a. A valid professional or temporary Florida teaching certificate or a valid district certificate with coverage in the appropriate subject areas; or, in the case of a speech clinician, occupational or physical therapist, a valid license or registration issued by the Department of Business & Professional Regulations; or evidence that the requirements for Non-Certified Instructional Personnel, stipulated in these policies, have been met. If required certification or licensure has not yet been issued, the applicant may submit evidence of eligibility for such, pending receipt of the certificate/license.
  - b. Professional Practices Commission clearance. If any action has been taken by the Commission regarding the applicant, the case will be reviewed by the Human Resources administrator. The decision regarding the impact of the record on the applicant's employment in Clay County shall be at the sole discretion of the Superintendent or his/her designee.
  - c. Ratings on the appropriate reference form must average, at least, "Meets Acceptable Standards (3)" "and must include no overall recommendation less than that of "Recommend". Additionally, if any of the references stipulates that there may be reasons for not allowing the applicant to work around children, the applicant will be excluded from the pool until cleared by Human Resources administrative review.
  - d. Security Background Check clearance by Human Resources administrator.
  - e. Interviews of applicants will be scheduled and conducted by the principal, department head, or their designees. Veterans will be provided an opportunity to interview, if they are qualified for the posted position, in accordance with 2.02, Section B6.
4. All applicants shall have a chance to be reconsidered after one year from the date that initial eligibility was determined if new teaching experience is submitted and if the applicant requests such review and submits the required documentation.

**B. TEACHING IN AREA OF APPOINTMENT AND CERTIFICATION**

1. Instructional personnel must be utilized by the principal in the field of appointment and certification unless, due to unusual circumstances, this requirement is waived by the Human Resources Division.
2. Teachers teaching in areas considered out-of-field will be reappointed to an out-of-field position only upon submission of proof of successful completion of the

equivalent of six (6) semester hours of college coursework (or required inservice training) or completion of state testing, which leads to certification in the out-of-field certification area.

3. A certificated employee who is declared out-of-field or who is impacted by the placement of a Limited English Proficient (L.E.P.) student in his/her classroom or school must complete the English as a Second Language (E.S.O.L.) Training as required in the Board-approved Limited English Proficient Plan.
4. The Principal shall review the board-approved out-of-field plan submitted by the out-of-field teacher. The out-of-field plan will be submitted to the Human Resources Division for district level approval.
5. A Principal or Instructional Director/Supervisor may request that an out-of-field classroom teacher be qualified “in-field” if the teacher submits a letter requesting a review of his/her subject matter expertise to his/her Principal/Supervisor, and the teacher:
  - a. has successfully demonstrated the required minimum teaching competencies through successful completion of a Teacher Induction Program, and
  - b. has at least a satisfactory performance evaluation for the most recent school year (including a recommendation that the teacher be reappointed for the next school year), and
  - c. has had a review of his/her subject matter expertise conducted at his/her school/department which has resulted in a recommendation of “in-field” placement based upon one of the following options listed below:
    - 1) has a declared minor on his/her transcript in the certification subject area presently required in the Department of Education Course Code Directory; or submits documentation from a college official, on official stationery, indicating that the teacher had a minor, in the required certification subject area, even though it is not stated as such on his/her transcript;
    - 2) holds Department of Education or Clay County District certification in a subject area other than the area in which he/she is teaching, but holds either (1) a Bachelor’s or higher degree in the assigned out-of-field subject area, or (2) an academic endorsement directly related to the area of the out-of-field teaching assignment;
    - 3) has successfully completed, since the initial date of out-of-field assignment, 12 semester hours of college course work with a 2.5 GPA (or the equivalent in district add-on inservice training);
    - 4) has successfully passed the Florida Teacher Certification Exam (FTCE) for the area of out-of-field assignment;

- 5) has demonstrated fluency in a foreign language with certification in another area and demonstrates sufficient subject matter expertise for teaching the language (i.e., experience teaching a foreign language, documentation of prior experience using the foreign language, experience as an interpreter, etc.)

The teacher requesting the subject matter expertise review may request mentoring assistance to be provided by Clay County Nationally Board Certified teachers who have achieved national certification in the teachers subject area. The Director of Instructional Personnel will provide a list of appropriately certified mentors upon the request of the affected teacher.

The review of the demonstration of subject matter expertise is to be conducted at the local school/department by the Principal, appropriate Director or approved administrative designee. A vocational classroom teacher will have his/her subject matter expertise recommendation reviewed for approval by the Director of Career and Technical Education.

Upon completion of the subject matter expertise review, a review form must be submitted by the Principal/Supervisor to the Director of Instructional Personnel for approval. The Director's approval must be secured prior to submission of the final recommendation to the Clay County School Board for a change in the teacher's appointment status. For audit purposes, appropriate documentation substantiating the "in-field" recommendation will be maintained at the local school/department.

This policy is limited in implementation to classroom teachers. It is not applicable to media specialists, guidance counselors, social workers, school psychologists or other student services personnel. Teachers declared out-of-field in English as a Second Language (ESOL) are not affected by this policy and must complete training as required by the META decree.

- C. The Principal shall initiate all requests for changes in employment status of personnel under their direct supervision. Teacher requested transfers must be agreeable to principal(s), as required by Master Contract, the Superintendent and the School Board. The Superintendent may transfer, subject to School Board confirmation, any employee in the system.

D. ADULT & COMMUNITY EDUCATION

1. All Adult and Community Education personnel shall clear employment requirements with Human Resources Division as required for all instructional employees, prior to the first day of employment.
2. Teachers employed for Adult and Community Education FTE courses shall hold a valid Clay County or Florida Teaching Certificate covering the field(s) being taught, except as indicated in policies governing Non-Certificated Instructional Personnel.

3. Fee-based courses may be taught by teachers not holding certificates.
4. If class enrollment does not meet School Board minimum requirements, the class may be terminated and the Board shall have no further obligation to the employee.
5. See Appendix B – Adult Education and Non-Degreed Part-Time Vocational Teacher Qualifications and Training Requirements.

E. NON-CERTIFICATED INSTRUCTIONAL PERSONNEL

1. With approval of the Superintendent and the School Board, non-certificated instructional personnel may be utilized when special services are needed in order to deliver appropriate instruction, or as part-time adult education FTE academic teachers for a maximum of 160 clock hours during a fiscal year, under the provisions of this section.
2. All policies pertaining to certificated personnel with regard to health, employment procedures, personnel records, assignment, suspension, dismissal, and evaluation shall also apply to non-certificated instructional personnel, except that non-certificated instructional personnel shall not be entitled to a contract as prescribed by Fla. Admin. Code § 6A-1.064(1), unless such person is an occupational or physical therapist, audiologist or speech pathologist. [Fla. Admin Code 6A-1.0502(2), (10), (11)]
3. Principals/supervisors of non-certificated instructional personnel shall ensure that each employee understands all state and district rules, regulations and policies pertinent to instructional responsibilities. A person so appointed shall possess the necessary knowledge to perform such duties as are necessary in special areas in a proper and reasonable manner.
4. It shall be the responsibility of each non-certificated instructional person to keep whatever registration, license or permit in force if a specific profession requires such registration.
5. No contract as prescribed by the state shall be offered to such non-certificated instructional personnel but a work agreement with the Board shall be executed.
6. In no case shall a non-certificated instructional person be allowed to continue in his/her position after a qualified, certified person as identified in Section 2.04A is available. However, a minimum of two weeks' notice will be given prior to termination of employee.
7. Non-certificated instructional personnel holding a current valid state license, registration or permit in their occupation shall be entitled to the Bachelor's Level salary or Master's Level salary, for approved and appropriate Master's degree, on the teachers' salary schedule in accordance with approved experience. All other



non-state-certificated instructional personnel shall be entitled to the beginning Bachelor's Level salary on the teachers' salary schedule or, in the case of Adult and Community Education teachers, the salary schedule established in the current Master Contract.

8. If the School Board is unable to identify individuals as indicated above, and special services are still required, the services of specialists in the field may be contracted through outside agencies or directly with qualified individuals under a special agreement with the School Board. The agreement shall specify the relationship between the agency and the Board, service to be performed, salaries of the individual performing such service, time period limited to a maximum of one (1) fiscal year, and the rules and procedures for evaluating the service.
- F. The procedures listed herein shall not act to infringe on the rights of individuals or protected classes.

(Ref. F.S. 1012.22; 1012.27; 1012.37; 1012.55; 1012.28; 1012.32; 1012.39)(Adopted: 01-08-81)  
(Amended: 11-08-84; 7-10-86; 11-18-86)(Amended: 04-23-92)(Amended: 06-15-93) (Amended: 02-17-94,  
01-21-99, 11-16-99, 12-18-01, 04/18/02, 06/20/06, 05/20/10)

## **2.05 SCREENING, SELECTION AND APPOINTMENT OF ADMINISTRATORS**

### **A. School Administrators**

#### **1. General**

All procedures for application, selection, and appointment of school administrators shall be established in the Clay County Human Resources Management Development (HRMD) Plan. All persons who wish to apply for vacancies in school level administration must be screened, trained and interviewed in accordance with the HRMD Plan, as developed and submitted by the Superintendent and approved by the School Board.

#### **2. Veteran's Preference**

- a. All veterans' preference eligible applicants, as defined in the Florida Statutes, shall be given special consideration at each step of the employment selection process. Specifically, all preference-eligible applicants shall be granted an interview.
- b. If there is more than one step in the application process, a preference-eligible applicant who meets the minimum qualifications for the position shall be advanced to the next step in the selection process. This preference means that the preference-eligible applicant will be considered ahead of all other applicants who are as well or less qualified for the position.
- c. If an applicant other than a preference-eligible applicant is hired into a

position, the person making the recommendation will document the reason for the decision. If, at any step in the selection process, a determination is made that the veteran is not qualified to advance to a subsequent step in the selection process, such determination will receive a review at a higher level of management having authority to overturn the initial determination, to ensure whether the determination was correct. [Fla. Admin. Code 55A-7.011]

- d. Any employee who is reinstated to employment after separation from the U.S. Armed Forces with an honorable discharge will be given preference in promotion. This preference means that the preference-eligible employee will be promoted ahead of all other employees who are as well or less qualified for the position. This applies to the first promotion after reinstatement only.
- e. Special consideration for retention will be given to preference-eligible employees where layoffs are necessitated in accordance with the law. Documentation will be maintained to confirm preference was given

3. Notification for Enrollment in the HRMD Program

The Human Resources Division shall notify current certificated employees through notices posted ~~in the schools~~ via email of the opportunity to participate in the HRMD Program. Persons who apply to enroll in the HRMD Program must provide evidence of qualifications sufficient to ensure that they possess minimum requirements for subsequent training and selection.

4. Training Requirement

The HRMD Program shall include training components designed to develop leadership skills. Other training opportunities will be provided where appropriate for the purpose of developing in-depth job content knowledge and for developing an individual's potential as an educational leader.

5. Screening Requirement

Pre-candidate screening of applicants shall be conducted at specific intervals as outlined in the HRMD plan. Such screening shall include credential screening; ~~interviews conducted by trained interviewers utilizing research-based instruments;~~ and verification that prerequisite training requirements have been satisfied.

6. Identification of Candidates

Persons who are identified as candidates and who are otherwise qualified to be appointed to such positions shall be eligible for final selection to be Vice/Assistant Principals. Persons who are identified as candidates, who are otherwise qualified to be appointed to such positions and who have successfully completed an HRMD Level II School Principal training program shall be eligible for final selection to be Principals. Current administrators who have attained or are eligible for certification as School Principal/Educational Leadership in Florida, ~~have been screened by trained interviewers utilizing research-based instruments~~ per criteria established in the HRMD Plan, and have met all other requirements may be eligible for final

selection to be Principals. The Superintendent may waive screening requirements to allow other experienced, certified candidates, from outside of Clay, to be placed in the pool of qualified administrators.

7. Selection

Vacancies ~~notices~~ for Principal and Vice/Assistant Principal positions will be posted **online** and applicants, if eligible under the rules, may apply for such positions. ~~These vacancy postings shall also be posted at each school.~~ Eligible candidates, who apply for such vacancies, may be interviewed by the Principal and/or the Superintendent of Schools. The Principal and/or Superintendent may choose to interview applicants through use of a representative committee consisting of school staff, parents, current administrators, members of the School Advisory Council, etc. The Superintendent shall verify that his/her nominee for such vacancy is qualified under these rules. The Superintendent shall have the responsibility of identifying an applicant as his/her nominee for the vacant position from those interviewed. His/Her recommendation will be forwarded to the School Board who will have the responsibility for approving such recommendation in accordance with current state statutes.

8. Feedback and Counseling

Appropriate career counseling and feedback may be provided to applicants at any stage of the selection process.

9. Interim School Administrator

Interim Principals may be recommended by the Superintendent and appointed by the School Board under circumstances which affect the smooth and continuous operation of the school system. Such interim school administrator must possess the minimum degree and experience requirements as established by the state and by the School Board adopted job description, except that some training and screening requirements may be met during the initial year of appointment. In no case shall any such interim school administrator be reappointed to a subsequent year unless all screening and training requirements are met in accordance with the HRMD Plan.

B. DISTRICT WIDE ADMINISTRATORS

1. General

~~All persons who wish to apply for vacancies as district wide administrators must be screened and interviewed.~~ All **district-wide administrative** candidates must apply online to the appropriate division. The candidate will furnish references, transcripts of college work, other credentials substantiating training level, occupational experience, and other pertinent documents. Only the Superintendent has the authority to waive any of these application requirements. District level administrators who are required to have a Florida Educators Certificate must present

verification of eligibility or a copy of their Florida Educators Certificate or district-issued certificate.

2. Veteran's Preference

- a. All veterans' preference eligible applicants, as defined in the Florida Statutes, shall be given special consideration at each step of the employment selection process. Specifically, all preference-eligible applicants shall be granted an interview.
- b. If there is more than one step in the application process, a preference-eligible applicant who meets the minimum qualifications for the position shall be advanced to the next step in the selection process. This preference means that the preference-eligible applicant will be considered ahead of all other applicants who are as well or less qualified for the position.
- c. If an applicant other than a preference-eligible applicant is hired into a position, the person making the recommendation will document the reason for the decision. If, at any step in the selection process, a determination is made that the veteran is not qualified to advance to a subsequent step in the selection process, such determination will receive a review at a higher level of management having authority to overturn the initial determination, to ensure whether the determination was correct. [See Fla. Admin. Code 55A-7.011]
- d. Any employee who is reinstated to employment after separation from the U.S. Armed Forces with an honorable discharge will be given preference in promotion. This preference means that the preference-eligible employee will be promoted ahead of all other employees who are as well or less qualified for the position. This applies to the first promotion after reinstatement only.
- e. Special consideration for retention will be given to preference-eligible employees where layoffs are necessitated in accordance with the law. Documentation will be maintained to confirm preference was given.

3. Vacancy Posting

Vacancy notices for district wide administrative positions will be posted online via the district website.

4. Selection

The Assistant Superintendent and/or appropriate Directors will be responsible for screening of candidates. Eligible candidates will be ~~interviewed~~ **screened** by the department head and/or screening committee, and/or the Superintendent of Schools **and may be selected for subsequent interview.** The Superintendent will forward his/her recommendation to the School Board who will have the responsibility for approving such recommendation in accordance with current state statutes.

5. Appointment

Prior to the first day of work, a district wide administrator who is new to the Clay County School Board, shall have passed required drug screening, been

fingerprinted, and appointed by the School Board. Prior to the first salary payment, the new-to-Clay administrator shall have completed the required pre-employment process.

(Ref. F.S. 1012.22; 1012.27; 1012.32)(Revised: 01-08-81)(Amended: 12-31-84; 06-12-86; 04-18-91; 03-21-96; 02-15-01; 06/20/06, 05/20/10)

## **2.06 EMPLOYMENT OF SUPPORT PERSONNEL**

- A. Applicants for non-instructional positions, hereafter referred to as support positions, in the Clay County Schools shall be required to complete an online application on the district website. A complete application shall consist of a completed **online** application, reference on the required form, **official** transcripts of college work or other credentials substantiating training level, appropriate screening test results and other pertinent documents. Tests used as part of the hiring process shall measure actual skills and abilities required to perform essential job functions.
- B. Requirements and procedures governing the application process shall be stipulated in the Board-approved online application. The application and directions shall be reviewed and revised as necessary in order to comply with state, federal and court requirements.
- C. Veteran's Preference
- a. All veterans' preference eligible applicants, as defined in the Florida Statutes, shall be given special consideration at each step of the employment selection process. Specifically, all preference-eligible applicants shall be granted an interview.
  - b. If there is more than one step in the application process, a preference-eligible applicant who meets the minimum qualifications for the position shall be advanced to the next step in the selection process. This preference means that the preference-eligible applicant will be considered ahead of all other applicants who are as well or less qualified for the position.
  - c. If an applicant other than a preference-eligible applicant is hired into a position, the person making the recommendation will document the reason for the decision. If, at any step in the selection process, a determination is made that the veteran is not qualified to advance to a subsequent step in the selection process, such determination will receive a review at a higher level of management having authority to overturn the initial determination, to ensure whether the determination was correct. [See Fla. Admin. Code 55A-7.011]
  - d. Any employee who is reinstated to employment after separation from the U.S. Armed Forces with an honorable discharge will be given preference in promotion. This preference means that the preference-eligible employee will be promoted ahead of all other employees who are as well or less qualified for the position. This applies to the first promotion after reinstatement only.
  - e. Special consideration for retention will be given to preference-eligible

employees where layoffs are necessitated in accordance with the law. Documentation will be maintained to confirm preference was given.

C.D. No applicant shall be placed in the pool of qualified applicants unless the following minimum standards have been met:

1. The applicant has met the minimum requirements for the position as identified on the official job description and the Special Requirements detailed in this policy.
2. Ratings on the one appropriate reference form average, at least, “Meets Acceptable Standards (3)” and include no overall recommendation less than that of “Recommend.” Additionally, if the reference stipulates that there may be reasons for not allowing the applicant to work around children, the applicant will be excluded from the pool until cleared by Human Resources administrative review.
3. Security background check responses have been cleared by the Human Resources administrator.

D.E. All support candidates for employment shall serve at least a three (3) month period of probation.

E.F. The principal or department head shall initiate all requests for changes in employment status of personnel under his/her direct supervision. Transfer requests must be agreeable to both principals or department heads, as required by the current Master Contract, the Superintendent and the School Board. The Superintendent may recommend transfers of employees to the School Board for approval.

F.G. Annual Health Certificate

Bus drivers shall be required to pass an annual health screening, the content of which shall be as stipulated by law or the School Board. Additionally, this policy shall serve to authorize and require the annual health screening of any other employee group as made necessary by changes in regulations or laws that affect those positions.

Information obtained from these medical examinations shall be maintained in the employee’s separate medical files and shall be treated as confidential.

G.H. Special Requirements

1. Heavy Vehicle/Equipment Operators  
Qualification requirements of job descriptions notwithstanding, employees required to operate any heavy school board vehicle/equipment, such as an 11 passenger or greater school bus or van, or heavy straight truck of gross vehicle weight rating of more than 26,000 lbs., or tractor trailer of gross combined vehicle weight rating of more than 26,000 lbs., or a vehicle transporting hazardous materials requiring a placard, must hold the valid license required by Florida Statutes or Regulations.
2. Bus Driver Applicants

All bus drivers, whether part time or full time, shall be required to hold a valid Commercial Driver's License (CDL) and to satisfy all other requirements of the State of Florida as a prerequisite for employment. Candidates for bus driver (regular and substitute) positions shall be required to provide a driving history report that covers, as a minimum, the last seven (7) years of driving history. Candidates shall be deemed ineligible for employment if they do not demonstrate a safe driving history, defined as:

- a. No accumulation of points totaling eight (8) or more in any 12-month period within the three (3) years immediately preceding the record search;
- b. No conviction for DUI within the seven (7) years immediately preceding the record search. A no-contest plea shall be considered the same as a conviction.

#### Bus Drivers

While employed, all bus drivers shall be expected to successfully pass a reasonable written examination concerning traffic laws, state and local transportation regulations and driving skills, and to master the principles of first aid and to be prepared to give emergency treatment. As a condition for continued employment, bus drivers shall be required to maintain a safe driving record, as defined in the District's Safe Driver Plan approved by the Board. Any employee who knowingly operates a school bus with a suspended or revoked license shall be subject to dismissal by the Board.

#### 3. Drivers of Other District-Owned Vehicles:

When required by the Board-approved job description to operate a district-owned vehicle, job candidates must provide their driving history report for review by the appropriate hiring supervisor. Candidates for these positions must demonstrate a safe driving history, which is defined in paragraph 2, above. Once employed in a position, which requires the operation of a district-owned vehicle, employees shall, as a condition for continued employment, maintain a safe driving record. The safe driving record standards shall be set forth in the District's Safe Driver Plan, which is approved by the Board.

##### a. Occasional Drivers

Employees who drive district-owned vehicles in the course of their work but whose job descriptions do not require such use of the vehicle shall have their driving history screened regularly by the Transportation Department. No such employee shall be permitted to drive a district-owned vehicle if his/her driving history includes eight (8) or more points assessed in any 12-month period within the three (3) years preceding the record search, or a DUI conviction within seven (7) years preceding the search. A no-contest plea shall be considered the same as a conviction.

#### 4. Cafeteria Employees – Managers and Satellite Base Manager

All Cafeteria Managers and Satellite Base Managers must be a graduate of high school or equivalency and must have three (3) years of successful experience in



the Clay County School Food Service Program or verified and accepted related or similar experience. All Managers must possess a State of Florida, Department of Health and Rehabilitative Services, Certified Professional Food Manager Certification. In addition each Manager, if employed after July 1, 1991, must have successfully completed, with minimum of 80% accuracy, the Food Service Management Training Course as administered by the Clay County School Food Service Department or be able to complete a post-test with 80% accuracy.

5. Cafeteria Employees – Satellite Managers

All Satellite Managers must be a graduate of high school or equivalency and must have one (1) year of successful experience in the Clay County School Food Service Program or verified and accepted related or similar experience. All must possess a State of Florida, Department of Health and Rehabilitative Services, Certified Professional Food Manager Certification. In addition, each Satellite Manager, if employed after July 1, 1991, must have successfully completed, with minimum of 80% accuracy, the Food Service Management Training Course as administered by the Clay County School Food Service Department or be able to complete a post-test with 80% accuracy.

6. Cafeteria Employees – Assistant Cafeteria Managers

All Assistant Cafeteria Managers must be a graduate of high school or equivalency and must have one (1) year successful experience in the Clay County School Food Service Program or verified and accepted related or similar experience. All must possess State of Florida, Department of Health and Rehabilitative Services, Certified Professional Food Manager Certification.

(Ref. F.S. 1012.22; 1012.27; 1012.52; 1012.32) (Revised: 01-08-81; 12-13-84; 01-19-89; 04-20-89; SBR-6A-3.0141)  
(Amended: 11-21-89; 03-19-92; 02-17-94; 01-21-99, 12/16/04, 06/20/06)

**2.07 PREREQUISITES FOR SALARY PAYMENT**

- A. No person shall receive payment for work performed except as provided in accordance with the rules of the Clay County School Board.
- B. All employees shall be required to complete forms as indicated below at the Division of Human Resources prior to payment of salary. These forms are to be completed after the recommendation for employment is received from the appropriate supervisor.
  - 1. Forms required of employees:
    - a. Florida Retirement System Form FRS M-10
    - b. Employee's Withholding Exemption Certificate W-4
    - c. Social Security Card, in legal name which matches all other forms
    - d. Insurance Forms
    - e. Loyalty Oath
    - f. Personal Data Sheet

- g. Complete set of fingerprints submitted by Division of Human Resources, with a money order
  - h. Immigration & Naturalization Employment Eligibility Verification (Form I-9), with appropriate identification
  - i. Terminal Leave Beneficiary Form
  - j. Notice of Drug Free Workplace Act
  - k. Certification of status for Florida Retirement System
  - l. Other forms as necessary
2. Additional forms required of certificated personnel:
- a. Valid Florida Educator's Certificate or a Clay County Certificate as provided by Florida Statutes, or a completed **online** application for such certificate **filed as verified** through the District Director of Instructional Personnel and accepted by him/her as meeting the requirements for certification. The name must match the name on the social security card.
  - b. Signed Code of Ethics.
  - c. Official transcripts and other approved documentation of required coursework and training.
  - d. Release of Information for candidates required to hold a Commercial Driver's License (CDL) as specified in 2.06.
3. Support and administrative personnel must be drug screened and cleared prior to beginning the position.

### 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. Effective July 1, 2011, each individual newly hired as instructional personnel by the District shall be awarded a probationary contract during which the employee may be dismissed without cause or may resign without breach of contract. Upon successful completion of the probationary contract, the district school board may award an annual contract. Such annual contract may be renewed, provided that the instructional personnel satisfies the following criteria: (a) he or she holds an active professional teaching certificate or temporary certificate; (b) he or she has been recommended by the district school superintendent for the annual contract based upon the individual's evaluation under Fla. Stat. § 1012.34 and approved by the district school board; and (3) he or she has not received two consecutive annual performance evaluation ratings of unsatisfactory, two annual performance evaluation ratings of unsatisfactory within a 3-year period, or three consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory under s. 1012.34.

~~With respect to contracts awarded to instructional personnel hired prior to July 1, 2011, such contracts 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) ~~and shall specify the 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. ~~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 the 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~~ a supervisory personnel or school principal. The first 97 days shall be a probationary period, during which the employee may be dismissed without cause or may resign without breach of contract. 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~~ a supervisory personnel and or school 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. [\[Fla. Stat. § 1012.33\(1\)\(a\)\]](#)
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, **but not be limited to,** 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 **poor performance as measured by the approved district evaluation system and procedures, or** 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 [Florida law and the](#) procedures outlined in the Collective Bargaining Agreement for layoff or reduction in force. [\[Fla. Stat. § 1012.33\(5\)\]](#)

(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)

## **2.08 SALARY**

- A. Salaries of all personnel shall be in accordance with the adopted salary schedule.
  - 1. For salary entry or increment purposes, annual increments will be allowed in accordance with the maximum established by the adopted salary schedule or collective bargaining agreement.
    - a. Allowable experience for instructional and support personnel, including confidential employees, shall be established through collective bargaining and described in the applicable Master Contract.
    - b. Experience for support, instructional, and administrative personnel shall be established by the appropriately adopted salary schedule.

- c. All allowable experience must be verified by the previous employer and approved prior to being applied to salary. Such verified, approved experience shall be applied retroactively to the first day of employment provided that the approved verification of the experience is received by the Division of Human Resources by the end of the employee's first contracted year. In the event that such experience is not verified by the end of the first contracted year, it will be approved retroactive to the first day of the contract year during which such verification is received and approved.
- d. Service external to the Clay County School Board must be verified and approved by the Division of Human Resources. Verified experience gained in other U.S. public school systems, or in a regionally accredited public school, may be approved on the same basis as experience gained in the Clay County School System. All other experience must be verified by the agency or company on the school board approved form, on letterhead stationery, or other documentation approved by the Division of Human Resources. Experience must be full time paid actual service of more than one-half of the fiscal year indicated by the former employer. In instances where the employer is unable to verify its fiscal year, the school fiscal year shall be used. No experience may be counted more than one time for the purpose of accumulating experience.
- e. Experience earned initially shall not be reduced upon the reassignment of a certificated employee to a certificated teaching position.
- f. Occupational Experience (Specialized Certificated Teachers)
  - 1) Teachers holding the Florida or Clay County vocational level certificates and teaching in-field will receive credit for occupational experience on the salary schedule as adopted where such experience is applicable to the subject matter taught. Degreed vocational instructors shall be limited to four (4) years of occupational experience.
  - 2) Occupational experience shall not count toward continuing contract status.
  - 3) To receive credit for occupational experience, proper verification must be presented and placed in the teacher's file.
- g. Verified military services as indicated in subparagraphs a, b and c below may be credited for experience purposes up to four (4) years for certificated personnel. One (1) year of teaching experience will be credited for each year of military service limited to the following conditions.
  - 1) Military service may be claimed when teaching service was interrupted, or
  - 2) Military service may be claimed when teaching degree was earned but teacher was called into the military through the draft, or

- 3) Military service may be claimed if it was continuous and any part of such service was during war time periods as defined in the Division of Retirement, Rules of Retirement.
2. To receive credit for a year of experience, the teacher or administrative employee must be on duty at least one (1) day more than one-half (1/2) the period required for the contractual position. Paid leave may be counted in determining the amount of duty toward credit for work experience, but all other types of leave and summer extra work are excluded.
3. Change in Degree Status for Instructional Personnel

Any change of degree status for Instructional Personnel which would result in higher pay must be requested by the affected teacher. Such higher pay will be credited on the salary schedule on the date the degree was conferred as indicated on the official transcript reflecting such degree as long as the date of request is within six months of the fiscal year during which the degree was conferred **and if permitted by the applicable Florida Statute based on current statute**. No pay shall be rendered to the teacher until the Human Resources Division has received the official transcript and request for higher pay. In no event shall such pay be rendered sooner than the school year of request.

B. Supplements for extra duties and responsibilities paid to employees beyond that of the ten-month schedule will be by Board action.

C. Part-Time Instructors

Salaries for part-time teachers are paid at an hourly rate or according to the salary schedule and they must have a valid Florida or Clay County teaching certificate.

D. Teachers employed in programs not in conjunction with consultant fees shall be paid as follows:

1. Regularly contracted teachers in Clay County shall be paid on hourly rates based on their 196-day contract salary.
2. Teachers not under regular contract in Clay County shall be paid an hourly rate based on the beginning salary step of the adopted teacher salary schedule.

(Ref. F.S. 1012.22; 1012.27; [1012.36](#) 1011.60) (Revised: 01-08-81; 01-12-84; 11-08-84; 01-09-86; 11-18-86, 02-16-89; 08-22-90; 11-22-94; 01-18-96; 11-18-97, 06/20/06)

## 2.09 CERTIFICATION

A. It is the teacher's responsibility to keep his certificate valid. Each teacher must register his certificate, extension, or renewal in the District Human Resources Office. When a teacher's name is changed, the Division of Human Resources Instructional Personnel Office must be notified, and the change must be effected on the Florida or Clay County



Teacher Certificate, the Florida Retirement Form M-10, W-4 Withholding Certificate and the social security card. The social security card should show the legal name.

- B. Certification of personnel as used in these policies or in employment contracts shall mean Florida Educator's Certification or Clay County District Issued Non-Degreed Vocational Certificate, whenever such certification is available. In the event such rules and such authority regarding the certification of personnel by the State of Florida expire and are of no force or effect, the policies and procedures established in the current State Board rules governing certification and in Appendices A-C shall govern such certification as it applies in Clay County. During such period, there shall be no requirement to satisfy the Florida Teachers Examination, unless the Department of Education continues offering such examination or until examination is reinstated. In addition, under such circumstances:
1. All Florida Educator's Certificates which were valid as of midnight of the day preceding any expiration of state rules and authority regarding certification shall continue to be accepted as certificates until the date of expiration as shown on the face of such certificates.

(Revised: 06/20/06)

## **2.10 CONTINUING CONTRACTS**

- ~~A.~~ Continuing contracts and professional service contracts are ~~issued to~~ **recognized for** teachers in accordance with Florida Statutes.
- ~~B. — Teachers who have held a continuing contract or professional service contract in a public school in Florida may, after one (1) year of satisfactory service in Clay County, be issued a professional service contract effective July 1, 1984.~~

~~(Ref. F.S. 1012.33; 1012.22)~~ (Revised: 01-08-81; 10-14-82, 06/20/06)

## **2.11 LENGTH OF DAY FOR PERSONNEL**

- A. The normal work day for support employees is seven and one-half (7.5) hours per day excluding lunch unless otherwise specified by the Board in special action or through approval of a full (1.0) allocation at less than the normal work day.
- B. The normal workday for teachers is ~~7.83~~ **7.5** hours per day including lunch, and they are expected to teach a minimum of five (5) class periods a day. Conference periods should be scheduled within the school day.
- C. The minimum number of hours on duty for all school instructional personnel between the set time for teachers to report for duty in the morning and the time set for teachers to leave school in the afternoon shall be seven hours and ~~fifty minutes~~ **thirty minutes**.

- D. School instructional personnel are expected to serve longer hours than the minimum for special duties such as faculty meetings, appointments with parents, bus duty, committee work, et cetera **in accordance with a flexible scheduled day or week as outlined in the collective bargaining agreement.**
- E. Teachers shall report for duty at least fifteen (15) minutes before school begins and remain on duty at least fifteen (15) minutes after school closes unless otherwise approved by the Board.
- F. The principals shall enforce the time schedule recommended by the Superintendent and approved by the School Board. Schools shall not be dismissed prior to the regular dismissal hour except in an emergency and with the consent of the Superintendent or his designee, who shall report such dismissal and the reasons for such dismissal to the School Board at the next regularly scheduled meeting.
- G. Regularly established working hours shall be those reporting and dismissal times established by the Board and shall be construed to include any changes in those times as from time to time the Board may deem necessary to alter.

(Ref. F.S. 1001.42; 1012.22; 1006.07; 1012.27) (Revised: 01-08-81; 11-08-84; 12-13-84; 01-18-96)

## **2.12 PUNCTUALITY**

Employees are expected to be on the job at the time designated for the center at which they work. Failure to arrive at work on time may be determined to be absence without leave.

(Ref. F.S. 1012.53; 1012.27) (Readopted: 01-08-81)

## **2.13 SUMMER INSTRUCTIONAL PROGRAM**

- A. Except for extreme circumstances, persons employed in the summer program must be under contract in the county for the year preceding or for the next school year. Compensation shall be based on the salary schedule adopted for the school year immediately preceding the summer term.
- B. Persons employed in the summer program must be eligible (at the time of appointment) to possess a certificate, which is valid for the entire summer session.

(Ref. F.S. 1012.22) (Revised: 01-08-81; 01-18-96, 06/20/06)

## **2.14 SELF-REPORTING OF ARRESTS AND CHARGES BY CURRENT EMPLOYEES**

- A. All employees of the District shall be required to self-report, within 48 hours to the Assistant Superintendent for Human Resources any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, shall self-report any conviction, finding of guilt, withholding of adjudication,

commitment to a pretrial diversion program, or entering of a plea of guilty or nolo contendere for any criminal offense other than a minor traffic violation within 48 hours after the final judgment. When handling sealed and expunged records disclosed under this rule, the district shall comply with the confidentiality provisions of Sections 943.0585(4)(c) and 943.059(4) (c), Florida Statutes.

- B. An employee found through fingerprinting processing of self-reporting to have been convicted of, or who has pled nolo contendere to, a felony or a crime involving moral turpitude, as defined by SBR 6B-4.009(6), shall be required to provide a written explanation of the incident(s) along with other information stipulated by the Human Resources Division such as copies of official arrest reports and court documents.
- C. Should the Superintendent recommend disciplinary action against the employee described in 2.14A, current Board policy, Florida Statutes and applicable Master Contract provisions shall be followed. Additionally, relevant mitigating or aggravating factors, such as those provided in SBR 6B-11.007(3), shall be considered as part of the Superintendent's recommendation regarding discipline of the employee.
- D. The District shall comply with all requirements for reporting criminal histories of certified personnel, outlined in F.S. SBR 6B-1.006.
- E. Notwithstanding, the provisions of 2.14C, an employee found through fingerprint processing or self-reporting to have been convicted of a crime involving moral turpitude, as defined by SBR 6B-4.009(6) or an offense set forth in Fla. Stat. § 1012.315, shall not be employed in any position requiring direct student contact. The Board shall have no obligation to create a position for the purpose of providing continued employment for the employee.
- F. All records obtained and generated through fingerprint processing of current employees shall be subject to federal, state and local laws, rules and policies regarding confidentiality.

(Ref. F.S. 1012.315; 1012.32; 1012.39; 1012.56; 1012.795; 1012.797; F.A.C. 6B-1.006(5)(m)) (Approved: 09-19-96)(Revised: 06-18-98)

## **2.15 LEAVE**

- A. Terms:
  - 1. Leave granted by the School Board, the Superintendent or his/her designee shall be taken by the individual for the purpose for which it was requested and granted. An employee who is granted sick, extended sick, child care, maternity, illness-in-line-of-duty, or personal leave shall not accept full-time employment while on such leaves of absence. This condition may be waived by action of the Board. A teacher or support employee who has been absent for 10 consecutive days or for 15 days in a 20 work day period for the same or related cause shall request the appropriate extended leave of absence in accordance with the rules set forth in this policy. For

any employee eligible for FMLA, such leave must be exhausted before any other extended leave may be granted. Should such employee fail to provide sufficient documentation to be eligible for the appropriate extended leave, the School Board shall place such employee on extended personal leave for the balance of the school year.

2. Employees may be granted up to two (2) consecutive years of extended leave if such request is filed and approved in the manner set forth in Section D of this policy. Such requests from teachers and support personnel shall be considered as described in the Leave Articles of the current, applicable Master Contract.

An employee's request for an extension of an approved extended leave, or for a second extended leave, in the same school year shall be considered by the Board on a case-by-case basis. Where, in its discretion, the Board determines such repeated leave requests by the employee are detrimental to the best interests of the system, such leave may be granted only for the remainder of the school year. It will be considered a single leave request when childcare leave is requested subsequent to and consecutively taken after maternity leave, if notice is given with the maternity leave request that childcare leave will be requested.

3. Employees who want to return from extended leave which terminates at the close of the school year shall notify the Human Resources Division in writing by March 1 of the school year for which leave was granted. If leave was granted after March 1, this written notification of the desire to return shall be submitted with the leave request. Upon return from leave which terminates at any time during or at the end of the school year, reassignment will be based on seniority to a position in which he or she is qualified, provided the employee is not on probationary status and, in the case of teachers, holds a continuing or professional service contract. The School Board shall not be responsible to any employee who fails to submit such request in writing as specified above. The Board shall not be responsible for reinstatement of any employee to any position except as otherwise provided herein.
4. Educational personnel in the Department of ~~Health and Rehabilitative~~ Children and Family Services residential care facilities who are employed by the District School Board under the provisions of Fla. Stat. §§ 1012.62 and S-402.22(1)(d) may request a transfer of accumulated sick and annual leave to the School Board. The School Board shall accept the transfer of accumulated sick and annual leave for those persons referred to herein who are employed in a position in the district eligible to accrue sick or vacation leave under policies of the District School Board.
5. As used in this section, full-time shall mean contracted for a six-tenths (.6) or greater allocated position or six tenths (.6) or more of each consecutive normal day during the contract period.

#### B. Short Term Leaves

1. As used in this section, one day of short term leave for the purpose of accrual and use shall mean to be the equivalent in hours.

## 2. Sick Leave

Each employee employed on a full-time basis who is unable to perform his/her duty in the school because of illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of his/her own household, and, consequently, has to be absent, shall be granted leave of absence for sickness. Support and Administrative employees shall be entitled to four days of sick leave at the end of the first month of employment of each contract year. Instructional staff, employed on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year. Employees shall thereafter be credited for one day of sick leave for each month of employment, which shall be credited to him/her at the end of that month and which shall not be used prior to the time it is earned and credited to him/her. Each employee shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment. If the employee terminates his/her employment and has not accrued the four sick days available to him/her, the School Board may withhold the average daily amount for the sick days utilized but unearned by the employee. Such sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave an employee may accrue except that at least one-half of this cumulative leave must be established within the district. Employees are responsible for requesting that accumulated sick leave earned in another Florida public school district be transferred to the district. Transferred sick leave from another Florida public school district will be posted on the record of the employee at the rate of one day for each day earned in the district. Effective 7-01-97, employees may begin requesting that accumulated sick leave earned while employed by another educational entity governed by the Florida Retirement System (FRS) be transferred to the district. Beginning on 7-01-97 the transferred sick leave from another FRS-governed educational entity will be posted on the record of the employee at the rate of one day for each day earned in the district. Before receiving compensation for the time absent on sick leave, employees shall file a written statement stating the day or days absent. Employees shall not be required to state reasons or nature of illness for sick leave. Sick leave must be substantiated by a physician's statement, if it is requested either by the supervisor or the Superintendent.

- a. Sharing of Sick Leave: ~~Effective 7/01/01, An~~ employee of the District (~~"authorizing employee"~~) may authorize ~~his/her spouse, child, step child, parent, step parent, sibling, step sibling or half sibling who is also~~ any ~~other~~ employee of the District (~~"recipient"~~) to use sick leave that has accrued to the authorizing employee, subject to the following guide- lines and stipulations.
  - 1) ~~Sick leave transfer between employees is provided for the purpose of extending paid sick leave time in the event of a personal illness or the illness of an immediate family member.~~ A completed ~~"Certificate of Physician or Practitioner"~~ **"Certification of Health Care Provider"** form shall accompany any sick leave transfer request to document that such a qualifying illness has occurred.

- 2) Transferred sick leave will be available for use upon approval of a properly completed request for transfer of leave **(along with a properly completed Certification of Health Care Provider Form)** and depletion of all of the ~~receiving employee's~~ **recipient's** leave, including annual leave, if applicable.
- 3) If the ~~receiving employee~~ **recipient** is a member of a sick leave bank, he/she must use donated sick leave days before drawing days from the bank.
- 4) Requests for transfer of leave may be submitted only for the current payroll cycle applicable to the ~~receiving employee~~ **recipient**. Credit of transferred sick leave will be processed upon receipt in the Payroll Office of all required forms in complete and proper form. Requests shall not be processed retroactively.
- 5) ~~Sick leave will be transferred in blocks of five (5) days.~~
- (5) The authorizing employee may authorize a minimum of one (1) day up to any number of days as long as the authorizing employee retains (10) sick leave days after donation pursuant to this article.**
- 6) The number of sick leave days donated to an employee within a single fiscal year shall be limited to the number of days remaining in that employee's standards working calendar. The same employee may receive additional donated days in subsequent fiscal years by filing additional leave transfer requests.
- 7) **If there is more than one authorizing employee for a recipient, the donated sick leave days shall be used by the recipient in the order that the documentation authorizing the donation is received from the authorizing employee. If received on the same day, the documentation shall be considered received from the employee with authorizing the most years of service with the School Board first, and any other authorizing documentation received in the order of seniority of the authorizing employee.**
- ~~78~~ 8) Leave donated, but not used, will revert back to the ~~donating~~ **authorizing** employee. However, the Board shall not be responsible to make retroactive adjustments to retired employees who, prior to retirement, donated sick leave days that could have been used for terminal pay purposes.
- ~~89~~ 9) "Upfront" days are defined as sick leave days credited to employees before they are earned, as required in F.S. 1012.61. Such days may not be eligible for transfer until the employee has worked the required duration to earn the days.

- ~~9~~10) Sick leave days transferred from one ~~family member~~ employee to another under this policy may not be used for personal leave.
- ~~10~~11) Transferred sick leave days may not be held or used for terminal leave purposes. **Donated sick leave under this policy shall have no terminal value.**
- ~~11~~12) Sick leave transferred from one ~~family member~~ employee to another will result in payment of wages/salary applicable to the recipient of the leave, and the District will not be responsible for differences in the value of sick leave transferred under this policy.
- 13) **The authorizing employee must retain ten (10) sick leave days after donating pursuant to this policy.**
- 14) **To be eligible to donate sick leave pursuant to this policy, both the authorizing employee and the recipient must have been employed a minimum of one full school year before both the date of the authorizing employee's donation and the first day of the recipient's absence for which sick leave days are donated.**
- 15) **One sick leave day referenced in this policy shall mean the number of hours the employee is contracted to work for one day.**
- 16) **Participation in this Sharing of Sick Leave policy shall be voluntary for the recipient and the authorizing employee.**

### 3. Personal Leave With Pay

Six (6) days leave per year for teachers, administrators and confidential employees and five (5) days leave per year for other support employees may be used for the employee's personal business. Leave of this type is non-cumulative and chargeable against accrued sick leave. An employee planning to use a personal leave day or days shall notify and gain the approval of his/her principal or supervisor using the appropriate form at least one day in advance, except in the case of an emergency (See definition 5a. below). The employee shall suffer no loss of pay for such leave and shall not be required to give reasons except that the leave is for "personal reasons".

### 4. Personal Leave Without Pay

An employee may be granted leave days without pay for personal business when extenuating circumstances dictate. This leave may be granted to an employee only when he/she cannot otherwise schedule his/her business outside of normal working hours. A reason must be stated with the request. Personal leave without pay shall



be submitted to the supervisor/principal at least three (3) days prior to the requested date of leave. The supervisor/principal shall review the leave request for approval on a case-by-case consideration. Any employee who is absent without authorization shall be disciplined after consideration of the facts and in accordance with disciplinary procedures adopted by the Board.

5. Emergency Leave

a. Definition

Emergency leave shall be taken for a sudden unexpected happening, an unforeseen occurrence or condition.

b. Emergency Leave With Pay

One (1) leave day counted against sick leave may be granted for emergency purposes for support employees covered by the Master Contract. Leave of this type must be certified in writing through channels for approval by the Superintendent or his designee.

c. Emergency Leave Without Pay

Leave days for emergency purposes may be granted without pay. Leave of this type must be certified, in writing, through channels for approval by the Superintendent or his designee.

6. Court Leaves

Leave with pay may be granted to any employee when called for jury duty or subpoenaed as a witness, or when a written notice to appear in court is received. **Court Leave will be granted for court-ordered appearances of the employee only unless the employee is the legal guardian of a minor who has received a court-ordered notice to appear.** A copy of the court order or subpoena shall be attached to this request and the request must be filed with the **principal or immediate supervisor** ~~Human Resources Division~~ prior to the leave.

7. Unless otherwise stated in paragraphs 1 through 6 above, upon return from leave, the immediate supervisor shall provide the employee with the necessary form for verification of the reason for absence. These completed forms shall be submitted to the immediate supervisor by the end of the first day the employee returns to duty provided that forms are given to the employee on that day.

8. Illness-In-The-Line-Of-Duty Leave

An employee shall be entitled to Illness-in-the-line-of-duty leave when he/she has to be absent from his/her duties because of personal injury received from the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. Such illness or injury must be certified by both his/her supervisor and a physician, then, forwarded to the Superintendent for his recommendation and

submission to the Board for approval or disapproval. According to Florida Statute ~~231.41~~ **1012.63**, any employee who has any claim for compensation under this section while absent because of illness contracted or injury incurred as prescribed herein shall file a claim within five (5) working days following his return from such absence. The Board shall approve such claims and authorize the payment thereof; provided that the Board shall satisfy itself that the claim correctly states the facts and that such claimant is entitled to payment in accordance with the provisions of this section. The use of illness-in-the-line-of-duty leave shall result in no reduction of the employee's accumulated sick leave. Such leave shall be authorized for a total not to exceed ten (10) workdays during a fiscal year for illness contracted or injury incurred from such cause as prescribed above.

9. Temporary Duty Elsewhere

When an employee is rendering service outside of Clay County in the performance of his contractual duties while away from his usually assigned location, he must apply for Temporary Duty Elsewhere. Employees on T.D.E. shall receive their regular pay and may be allowed expenses.

10. Professional Leave

- a. Professional leave days with pay, when properly requested and approved by the Superintendent or his designee, may be granted to employees for the purpose of:
  - 1) Attending and/or participating in professional meetings relating to educational workshops, education seminars, clinics, or educational conferences in the teaching area of the employee or other area deemed job-related and beneficial to the school system by the Superintendent.
  - 2) Visitation for the purpose of observing instructional techniques or programs.
- b. Professional leave days with pay, when properly requested and approved by the Superintendent or his designee, may be granted to teachers during pre- and post-planning days for attendance in college courses for the purpose of extending certificates or for the purpose of earning credit toward being certified in the subject area of teaching responsibility. This request should be filed with the Human Resources Division by ten (10) days prior to the post-planning period for leave during post-planning and pre-planning.
- c. Professional Leave Without Pay

Professional leave without pay, when properly requested and approved by the Superintendent or his designee, may be granted to teachers during pre- and post-planning days for the purpose of attending college classes for reasons other than that stated in subparagraph b. above.

11. Filing Leave

Leave in this section must be applied for on the authorized forms with attachments, if required, and submitted to the immediate supervisor **in accordance with the appropriate provisions and timelines.** ~~Leave requests must be filed with the Human Resources Division.~~

C. Family and Medical Leave Act (FMLA) Leave

1. Leave pursuant to the Family and Medical Leave Act (FMLA Leave) must be authorized and approved by the Superintendent or his/her designee. The request, with required documentation, must be submitted at least thirty **(30)** days before the date on which the leave is to begin, or, if the need for leave is not sufficiently foreseeable, as soon as practicable. The employee shall schedule any planned leave so as not to unduly disrupt the operations and educational mission of the School Board. FMLA leave will begin on the first workday on which the employee is absent as a result of the emergency or other situation requiring the leave. Upon expiration of FMLA leave, a returning employee will be returned to the same or an equivalent position as defined in the Family and Medical Leave Act. **Failure to comply with the District's notice and procedural requirements may result in a delay or denial of FMLA leave.** For leave due to the employee's illness, a statement from the physician verifying the employee's fitness for duty must be on file with the Human Resources Division prior to re-employment.
2. ~~For E~~ Employees with at least twelve (12) months of service, **who have worked 1,250 hours or more prior to the start of FMLA leave ("qualified employees"), will be granted leave without pay** ~~who are eligible~~ for **incapacity due to pregnancy, prenatal medical care,** ~~benefits, leave for~~ **childbirth, care of the employee's child after birth,** adoption of a child (including foster care placement), or a serious health condition of the employee or to provide necessary care for a member of his/her immediate family (spouse, child, parent), due to a serious health condition. **Such leave** will be granted for up to a maximum of twelve (12) weeks in a twelve (12) month period. The amount of leave available for an eligible employee is calculated by using a "rolling" twelve month period measured backward from the date an employee uses any such leave. **However, for counting the 26 weeks of military caregiver leave, the District will measure the single 12-month period by looking forward from the date an employee's leave to care for the covered service member begins.** Leave for birth or adoption of a child must be taken within twelve (12) months of the birth, adoption, or placement for foster care. If both parents are district employees, such employees are permitted to take only a combined total of twelve (12) weeks of leave during any twelve month period for such birth, adoption, or placement for foster care.
3. **Qualified employees with a spouse, son, daughter or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their twelve (12) week leave entitlement to address certain qualifying exigencies. An employee may not take exigency leave if the service member is a member of the Regular Armed Forces. Qualifying exigency leave is available for short-notice deployment (up to 7 days leave available when the service member receives 7 days or less notice of a call**

to active duty), military events and activities, arranging for alternative childcare and school activities (but not normal ongoing childcare), addressing certain financial and legal arrangements, attending certain counseling sessions, rest and recuperation (up to 5 days leave permitted when the service member is on temporary rest and recuperation leave), attending post-deployment activities, and additional activities which may arise out of active duty (provided that the District and the employee agree on the timing and duration of leave for these additional activities). The District will require each employee to provide a copy of the service member's active duty orders the first time the employee requests exigency leave.

4. Military Caregiver Leave. A spouse, son, daughter, parent, or next of kin who is a qualified employee can take up to 26 work weeks of FMLA leave during a single twelve (12) month period without pay to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list, for a serious injury or illness.

35. Intermittent FMLA leave or a reduced leave schedule may be granted ~~for medical treatment~~ for because of the serious health condition of the employee or the employee's immediate family (spouse, child, or parent), within the maximum twelve (12) week leave period. In addition, intermittent leave or a reduced leave schedule may be granted to a qualified employee to care for a covered service member with a serious injury or illness with the maximum 26 week leave period. ~~with~~ The appropriate documentation providing the medical necessity for and dates and duration of ~~such treatment.~~ the leave must be provided. Employees needing intermittent FMLA leave or leave on a reduced leave schedule must attempt to schedule their leave so as not to disrupt operations of the School Board. In addition, after consultation with the employee, the School Board may, at its option, assign an employee to an alternative position with equivalent pay and benefits that the Board determines will better accommodate the employee's intermittent or reduced leave schedule

46. If a teacher needs intermittent leave or a reduced leave schedule involving more than 20% of the working days during the period over which the leave extends, then, after consulting with the teacher and the principal, the Board may, at its option, require the teacher to choose either to: (a) take leave for the full period of the planned treatment; or (b) transfer temporarily to an alternative position if one is available, for which the teacher is qualified, which had equivalent pay, and which the Board determines will better accommodate reoccurring periods of leave than does the teacher's regular position.

57. FMLA Leave which is requested by an instructional employee ~~teacher~~ with a request to return to work three weeks or less than three weeks before the end of the semester, or if the teacher requests FMLA Leave during the last three weeks of the semester and the leave will last more than 5 working days, special rules apply under the Family Medical Leave Act which may result in the Board requiring the teacher to continue taking leave until the end of the semester.

An instructional employee may be required to continue taking leave until the end of the semester if the employee begins leave more than 5 weeks before the end of the term and the leave will last at least 3 weeks; and the employee would return to work during the 3-week period before the end of the term.

An instructional employee may be required to continue taking leave until the end of the semester if the employee begins leave during the 5 weeks before the end of the term and: the leave will last more than 2 weeks; and the employee would return to work during the 2-week period before the end of the term.

In the case of an employee who is required to take leave until the end of an academic term, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement.

68. At the ~~teachers~~ employee's option, sick leave days which have been earned and, when sick leave days are exhausted, earned annual leave days, may be used during FMLA leave to care for a sick family member or because of the employee's own illness, including any period of disability due to pregnancy or for the adoption of a child. For administrative and non-instructional personnel, earned sick leave days or earned annual leave days may be used for these purposes, at the employee's option. In addition, earned annual leave may be used during any other FMLA leave. Pay shall not be rendered for any period of time beyond the number of sick leave and annual leave days on record.
79. The Board will maintain coverage under its group health plan for any employee granted FMLA leave. The employee's portion of the health insurance premium shall be deducted from any pay received by the employee during FMLA leave. During unpaid leave, the employee may continue group health plan coverage by arranging payment of the employee's share of the premium. If the employee does not return from FMLA leave as scheduled, the Board may cover premiums for maintaining group health coverage paid during the leave, unless the employee's failure to return to work was due to medical or other circumstances beyond the control of the employee. Any premiums due the District will be deducted from any payment of terminal leave.

#### D. Extended Leave

1. When FMLA leave expires, and extended leave beyond twelve (12) weeks (or twenty-six (26) weeks for Military Caregiver Leave) is needed, or if the employee is not eligible for FMLA leave, leave of this type may be requested and may be authorized and approved as stipulated below. The request with required documentation must be on file with the Human Resources Division and approved

prior to the effective date of leave and must be in accordance with sections A-C of this policy. Reapplication for a second year of leave, where applicable, must be made prior to the termination of the initial year of leave. Upon return from extended leave, reassignment will be based on seniority and only to an available position in which he/she is qualified, provided the employee is not on probationary status.

2. Extended Sick Leave

An extended leave of absence for reasons of personal illness or for reasons of illness of father, mother, husband, wife or child, may be granted to an employee for up to one (1) year of disability if verified by a physician and approved by the Superintendent or his/her designee. For teachers, sick leave days which have been earned and, when sick leave days are exhausted, earned annual leave days, may be used for this purpose but pay shall not be rendered for any period of time beyond the number of earned sick leave days and annual leave days on record. For administrative and non-instructional personnel, earned sick leave days or earned annual leave days, at the employee's option, may be used for this purpose, but pay shall not be rendered for any period of time beyond the number of earned sick leave and annual leave days on record. Extended sick leave shall be granted only for the period of time verified by the physician and a statement from the physician verifying the employee's ability to return to work must be on file with the Human Resources Division prior to reemployment. **Additional leave may be approved on a case by case basis as a reasonable accommodation for employees with disabilities.**

3. Maternity Leave

Leave may be granted to an employee for pregnancy during a period of time from nine (9) months prior to the due date and two (2) months after delivery, or for whatever period of time of disability designated by the attending physician which is directly a result of the pregnancy. A physician's statement shall accompany such request and must verify the dates requested. The request must be approved by the Superintendent or his/her designee. Earned sick leave or, for administrative and non-instructional personnel, earned annual leave may be used during any portion of this leave during which the physician verifies in writing that the employee is disabled; otherwise, maternity leave shall be without pay.

4. Child Care Leave

Leave without pay may be granted to any employee for the purpose of the care of a dependent child under the age of two living in the same household. If the dependent child in the same household is over the age of two, an accompanying statement from a physician verifying the need for the employee to care for the child must accompany this request. This leave shall be granted only for the period of time verified by the physician and must be approved by the Superintendent or his/her designee.

5. Military Leave



- a. Any employee servicing in the uniformed service as defined under the Uniformed Services Employment and Reemployment Rights Act ~~required as a result of the draft, enlistment, or recall to serve in the Armed Forces of the United States~~ shall be granted extended leave without pay, by the Superintendent or his/her designee, for such service up to a cumulative maximum of ~~four (4)~~ five (5) years. This may be extended at the request or for the convenience of the federal government, or upon authorization of the President of the United States. An employee returning from such leave shall be returned to employment, without prejudice, provided ~~discharge or release is under honorable conditions~~ the employee was not released from military service under dishonorable or other punitive conditions, and application for reemployment is filed in accordance with the requirements of federal law. The school district shall employ the employee returning from such leave within the timeframe prescribed by federal law, ~~by not later than thirty (30) days from the date of the employee's written application for reemployment~~. Such employee shall be returned to his/her former position or to a similar position satisfactory to the employee and for which he/she is fully qualified.
- b. Employees who are members of the National Guard or Reserves, who are called to active military service shall be granted extended leave by the Superintendent or his/her designee. Such leave shall be with full pay and benefits for the first thirty (30) calendar days. An employee returning from such leave who reapplies to be reemployed in accordance with law, shall be returned to employment without prejudice according to the provisions set forth in law.
- c. Persons in the National Guard or Active Reserve who take annual military training should schedule their period of training during the summer vacation period whenever possible.
- d. Teachers who are required to report for a physical examination for Selective Service shall apply for military leave for the period of time required for the examination.
- e. Military Caregiver Leave. A spouse, son, daughter, parent, or next of kin can take up to 26 workweeks of leave during a single twelve (12) month period without pay to care for a current member of the Armed Forces, including a member of the National Guard or Reserves who has a serious injury or illness incurred in the line of duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list, for a serious injury or illness.
- f. Eligible employees with a spouse, son, daughter or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their twelve (12) week leave entitlement to address certain qualifying exigencies. An employee may not take exigency leave if the service member is a member of the Regular Armed Forces.

Qualifying exigency leave is available for short-notice deployment (up to 7 days leave available when the service member receives 7 days or less notice of a call to active duty), military events and activities, arranging for alternative childcare and school activities (but not normal ongoing childcare), addressing certain financial and legal arrangements, attending certain counseling sessions, rest and recuperation (up to 5 days leave permitted when the service member is on temporary rest and recuperation leave), attending post-deployment activities, and additional activities which may arise out of active duty (provided that the District and the employee agree on the timing and duration of leave for these additional activities). The District will require each employee to provide a copy of the service member's active duty orders the first time the employee requests exigency leave.

6. Extended Professional Leave

A leave of absence for professional improvement, without salary, may be granted for any employee upon application, for up to one (1) year and upon reapplication, for a second year for the purpose **of the following:**

- a.** engaging in full-time study at an accredited university in his/her subject area or area deemed beneficial to the school system by the Superintendent;
- b.** full-time participation in the federally sponsored Peace Corps, or Job Corps;
- c.** participation in foreign exchange teaching programs;
- d.** full-time teaching in his/her subject area in the Department of Defense or Department of State programs; ~~or~~
- e.** engaging a study or an activity deemed beneficial to the school system and approved by the Superintendent or his/her designee.

Applications for such leave shall be submitted to the Superintendent not later than sixty (60) days prior to the start of the date when the leave is to commence. Application for reemployment should be filed at least six (6) months prior to the end of leave. Upon return from such leave the employee should be returned to a position, which is vacant at the time of return and for which he/she is qualified.

7. Extended Personal Leave

There are conditions, which make it reasonable for an employee to be temporarily excused from his contractual obligations for personal reasons. Extended Personal Leave may be granted for a maximum of one (1) year and must be only for health and welfare of the employee or members of his immediate family unless otherwise stipulated in the applicable master contract. Extended Personal leave shall not be granted for more than two (2) consecutive years. Leave for this purpose must be supported by appropriate documentation and the request must be on file with the Human Resources Division and approved, by the Superintendent or his/her designee, prior to the effective date of leave.



## 8. Fitness for Duty/Medical Examination

- a. If the Superintendent has a reasonable ~~suspicion~~ **belief** based upon objective ~~evidence factors~~ to indicate **that an employee's ability to perform the essential job functions will be impaired by a medical condition or that an employee will pose a direct threat due to a medical condition,** ~~an impairment of performance or productivity rendering the employee unable to safely and satisfactorily perform his/her complete duties and responsibilities~~ the Superintendent may require the employee to submit to a physical, medical or psychiatric examination or other laboratory tests to determine the employee's fitness to perform ~~the complete duties and responsibilities~~ **essential functions** of the employee's position.
- b. Any examination performed under this Section will be performed by a medical physician, psychologist, **or** ~~psychiatrist or laboratory testing facility (where testing for substance abuse)~~ selected by the employee from a list **of at least three (3) physicians, psychologists, or psychiatrists.** ~~recommended by the district. The written results of the evaluation~~ **A Fitness for Duty Certificate form** shall be submitted by the examining physician, psychologist, **or** ~~psychiatrist or laboratory facility~~ to the Superintendent and to the employee. Otherwise, the ~~report~~ **certificate form** will remain confidential. Where the Superintendent receives a medical report that the employee is infected with or is a carrier of a contagious disease, a medical examination by a public health physician may be required.
- c. If the employee disagrees with medical examination results other than substance abuse tests, the employee may, within five (5) working days of receiving the results of the examination, provide the Superintendent with medical or psychiatric verification from the employee's own physician, psychologist or psychiatrist. In the case of substance abuse tests, the employee may, on the same day of the required test, submit to the same substance abuse test at an approved laboratory testing facility of the employee's own choosing. This second report must be received by the Division of Human Resources within three (3) days of the test and must be accompanied by sufficient information, including chain of custody documentation, for interpretation by the administration. The Superintendent will reserve the right to interpret the results of the test. An employee may not be reimbursed for the expense of any medical, psychological or psychiatric examination, or testing conducted by the employee's own physician, psychologist, **or** psychiatrist, or laboratory testing facility.
- d. **If the employee's own doctor offers an opinion inconsistent with the report of the district's medical professional, a third opinion shall be obtained by a medical physician, psychologist, or psychiatrist selected by the employee from a list of three (3) physicians, psychologists or psychiatrists. The decision of the third physician, psychologist or psychiatrist as reflected in the written Fitness for Duty Certification shall be considered the controlling decision.**

- ~~e~~d. The district will be responsible for all expenses incurred from any district-required medical, psychologist, or psychiatric examination performed by a physician or psychiatrist from the district's recommended list. ~~The district will be responsible for the cost of a confirmation test where initial tests are positive for substance abuse.~~
- ~~f~~e. If the information revealed by the medical examination(s) indicates that the employee cannot safely and satisfactorily perform the ~~complete duties and responsibilities~~ **essential functions** of the employee's position, **with or without a reasonable accommodation**, the Superintendent shall:
- (1) Determine whether another position is available for which the employee would be qualified and in which the employee can safely and satisfactorily perform the ~~complete duties and responsibilities~~ **essential functions** of the position. If so, the Superintendent shall offer the employee an opportunity to accept a transfer to such position.
  - (2) If no such transfer is available or if the employee declines an offered transfer, and if no reasonable means of accommodation is available, the Superintendent shall file a recommendation with the School Board recommending that the employee be placed on compulsory Extended Sick Leave.
  - (3) ~~When a~~ **An** Employee Assistance Program ~~becomes available, the Superintendent shall consider placement in such program~~ **shall be considered** prior to ~~e-2~~ **f (2)**.
  - (4) Nothing in this Section shall prevent the district from taking disciplinary action in accordance with union agreements and ~~Florida law~~ 6GX-10.2.17.
- ~~g~~f. Should the employee's physical or mental ~~impairment condition~~ **improve** during the term of the employee's compulsory Extended Sick Leave ~~and to the extent that the employee can safely perform the essential functions of the position,~~ so certified by the employee's own attending physician, psychologist or psychiatrist, the employee ~~will submit to additional examinations under the procedures described in Section 2.15D.8.b. of this Rule~~ **may petition the Superintendent for reinstatement. At this time, the employee will submit to additional examinations under the procedures described in Section D.8.** Based upon the results of the medical examinations, the Superintendent shall file a written recommendation on the petition for reinstatement with the School Board with regard to reinstatement or denial of reinstatement. Should an employee's petition for reinstatement be approved, the reinstatement and reassignment shall be determined in accordance with Section 2.15 D.1 of this Rule.

E. Annual Leave

1. As used in this section, one day of annual leave for the purpose of accrual and use shall mean to be the equivalent in hours.
2. Earning Annual Leave

- a. Annual leave shall be available to 12-month employees based on regulations contained in their respective union negotiated agreements or if there is no certified bargaining agent representing such employees, on the policy stated herein.
- b. Regular employees who are employed for twelve (12) months shall earn and accumulate vacation leave days from the first day of such employment with pay at the rate of:
  - 1) One (1) day per month of employment for employees with less than five (5) continuous years of employment with Clay County, other Florida county school system, or, effective May 19, 2000, with another educational entity governed by the Florida Retirement System (FRS).
  - 2) One and one-fourth (1-1/4) days per month of employment for employees with more than five (5) continuous years but less than ten (10) continuous years of employment with Clay County, other Florida county school system, or, effective May 19, 2000, with another educational entity governed by the Florida Retirement System (FRS).
  - 3) One and one-half (1-1/2) days per month of employment for employees with more than ten (10) continuous years of employment with Clay County, other Florida county school system, or, effective May 19, 2000, with another educational entity governed by the Florida Retirement System (FRS).
- c. In determining continuous years of service, full-time continuous service rendered in a nine-month, ten-month or twelve-month contractual position shall be considered as continuous service.
- d. Up to four (4) days of annual leave may be granted in addition to the days earned in subparagraph (b) above for use only during the Christmas holidays or the first four (4) work days in January as directed by the Superintendent and only in the event of required leave during the Christmas holidays.
- e. All vacation leave days on record in excess of the totals noted below shall be voided on each employee's record at the end of each fiscal year:
  - 1) Effective August 15, 2002, thirty-four (34) for instructional personnel;
  - 2) Effective May 17, 2001, thirty-four (34) for support personnel;
  - 3) Effective May 19, 2000, forty-two (42) for administrative personnel.
  - 4) Effective July 1, 2002, forty-two (42) for confidential personnel.
- f. Procedure for Granting Vacation Leaves

Normally one-half (1/2) year of successful continuous service shall be required before any vacation leave may be granted by the Superintendent or his County Office designee and taken by the employee. Accrued vacation leave must be applied for and taken at the time of separation from active

employment. Employees may be required to take vacation leave during the Christmas holidays or as directed by the Superintendent.

- g. No more than ten (10) consecutive days or forty-two (42) total days during any given contract year of earned annual leave may be taken by an employee except when approved at the discretion of the Superintendent of Schools.
3. Effective July 1, 1986, accrued vacation leave shall be paid in a lump sum to employees who separate from active employment or to their beneficiaries if employment is terminated by death.
- a. DROP enrollees may elect to apply for and receive either full or partial vacation leave lump sum payoffs at the time of DROP enrollment. Those electing this option will continue to accrue vacation leave during DROP participation at the accrual rate they had attained prior to DROP enrollment, and may apply for and receive a second lump sum payoff at the time of DROP termination provided that the total vacation leave paid off with both lump sums does not exceed the maximum of accrued vacation leave permissible by the provisions of this policy.
  - b. Effective March 17, 2000, an employee who elects to enter DROP and who elects to receive a lump-sum payment for accrued annual leave upon beginning DROP participation shall have said lump-sum payment deposited into the Board-approved 401(a) Qualified Retirement Plan, subject to annual contribution limits. An employee who receives a lump-sum payment of accrued annual leave upon termination of DROP and termination of employment shall deposit said lump-sum payment into a Board-approved 401(a) Qualified Retirement Plan subject to annual contribution limits.
  - c. Effective March 17, 2000, an employee who terminates employment through regular FRS retirement shall deposit 100% of his/her terminal sick and annual leave payments into a Board-approved 401(a) Qualified Retirement Plan subject to the limits established by the Internal Revenue Service. Such deposit shall be made at the time of retirement in keeping with procedures and time lines established by Business Affairs.

F. Sabbatical Leave

- 1. Leave may be granted by the School Board to an employee for the purpose of engaging in full-time study at a public or regionally accredited institution of higher education in accordance with the union contract and the following rules. In the case of a person not covered by a union contract, the rules of the School Board shall be followed; compensation and benefits shall be no greater than that allowed to instructional personnel under the union contract.
- 2. Only certificated staff members who have taught in the Clay County Schools or have served as administrators in the Clay County School District for an accumulated total of eight (8) consecutive years, broken only by an authorized leave of absence, and who have not received an unsatisfactory evaluation may apply or be considered

for approval for sabbatical leave. No more than three (3) requests for sabbatical leave may be approved for any given school year, including the maximum number allowed by the union contract.

3. Such sabbatical year shall be for a one (1) year period and may not be extended.
4. Application for sabbatical leave must be made to the Superintendent not later than sixty (60) days prior to the start of the school year when the leave is to commence. The application must include:
  - a. A letter specifying that the leave request is for full-time study; stating the name of the institution where he/she is enrolled; and identifying the field of study.
  - b. Proof of full-time enrollment.
  - c. A letter from the Dean's Office verifying the field of study.
5. The Superintendent will determine whether or not the field of study is appropriate for the needs of the district.
6. The Superintendent will submit a recommendation to the Board before final approval.
7. A staff member who is approved for such sabbatical leave shall not accept or agree to receive, during such period of leave, any compensation, through grant or extra employment, which, when added to the salary paid by the Board, would be in excess of his/her ordinary salary.
8. The Board agrees to pay the ~~instructional employee~~ staff member who has been approved for sabbatical leave an amount no greater than the maximum dollar amount allowed any instructional personnel in the union contract. ~~provided that such amount does not exceed one-half of the employee's regular salary.~~ Additionally, benefits allowed during sabbatical leave under the union contract shall be provided other staff members approved for such leave. [\[FLA. STAT. § 1012.64\]](#)
9. Upon completion of the sabbatical, but prior to final payment to the individual on sabbatical, a report shall be submitted to the Superintendent which shall contain the grades earned in the courses taken under the sabbatical showing successful completion, proof of continuous full-time enrollment, any other proof of compliance with the conditions of the approved leave as may be requested, and a written statement which summarizes how the course of study will benefit the Clay County School District.
10. Upon return from such approved year of sabbatical leave and upon proof of compliance of all conditions of the approved sabbatical as set forth herein and in the sabbatical contract, the staff member shall accept a position in the Clay County School District for which he/she is qualified and which is vacant and may be offered to him/her.

11. No pay shall be rendered to any person on sabbatical if the conditions of the sabbatical are not met or the person loses his/her valid Florida Teaching Certificate. If the staff member approved for sabbatical leave fails to abide by the conditions for sabbatical leave, the staff member shall reimburse the Board for all salary paid and for the cost of all benefits paid during such sabbatical. A contract to this effect shall be signed by the Board and the person affected.

G. Foreign Exchange Teacher Leave

1. The School Board may grant leave to an employee for the purpose of teaching abroad as a foreign exchange teacher in accordance with the following rules:
  - a. Consideration for approval for foreign exchange teacher leave will only be given to certified staff members who have taught in, or have served as an administrator in, the schools of the Clay County School District for a continuous accumulated total of five (5) years, who are eligible for reappointment and who have not received an unsatisfactory evaluation during their employment term with the District.
  - b. Said leave shall be for a period of one (1) contract year and may not be extended.
  - c. During the time the staff member is on foreign exchange teacher leave, said teacher shall be under contract with the School Board and shall continue to receive salary and benefits from the District which shall be the same as those for all other Clay County School District teachers as required by the applicable collective bargaining agreement and School Board salary schedule. Said teacher shall be obligated to report to the District all annual, personal and sick leave days taken while on foreign exchange teacher leave in the same manner as if he/she had not been on foreign exchange teacher leave. Entitlement to contractual salary and benefits shall terminate if the exchange teacher fails to meet the conditions of the foreign exchange teacher leave, loses his/her valid Florida Teaching Certificate or is terminated or disciplined for cause by the School Board in accordance with Board policy.
  - d. Upon completion of the foreign exchange teacher leave, but prior to final payment of salary to the individual on said leave, the exchange teacher shall submit to the Superintendent a report or other documentation satisfactory to the Superintendent which proves that the exchange teacher received a satisfactory teaching evaluation from the foreign teaching supervisor, proof of satisfactory attendance and compliance with any other terms or conditions of the foreign exchange teacher leave as may be requested. Upon proof of compliance with this subsection, including a satisfactory evaluation, the teacher shall receive credit for the year of foreign teaching experience.
  - e. Upon return from foreign exchange teacher leave, the teacher shall be required to accept employment as a teacher for the subsequent school year in any position offered by the School Board for which he/she is qualified.
  - f. The School Board shall not be responsible for any financial losses incurred by the employee related to or resulting from or as a consequence of the employee's participation in the foreign exchange teacher leave program other than those

financial obligations set forth in the employment contract and those specifically imposed by Florida law.

2. Application for foreign exchange teacher leave must be made to the Superintendent not later than sixty (60) days prior to the school year when the leave is to commence. The application must include:
  - a. A letter specifying that the leave request is for foreign exchange teaching; stating the name of the approved exchange institution and the specific teaching assignment, if determined.
  - b. Proof of acceptance by the approved exchange teaching organization.
3. The Superintendent shall determine whether or not the foreign exchange teacher leave is appropriate for and in the best interest of the needs of the District.

#### H. Bereavement Leave

Any employee who has utilized all of their regular leave (zero leave balance) will be granted one (1) day of bereavement leave per school year, due to a death in the immediate family. Immediate family shall be defined as father, mother, brother, sister, husband, wife, child, other close relative, or member of his/her own household. Bereavement leave is of special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account. Application shall be made to the Superintendent and granted by the Superintendent or his/her designee. The employee will not be paid for days not scheduled to work. In order to honor a request for bereavement leave, details about the relationship may be requested by the Superintendent, as well as appropriate documentation, such as published obituary or copy of death certificate.

#### I. Domestic Violence Leave

Effective July 1, 2007, any employee who has been employed for at least three (3) months, and who has used all of his/her regular leave (zero balance) shall be granted up to three (3) days of leave per contract year due to domestic violence, which may be used to address matters including seeking an injunction for protection; obtaining medical care or mental health counseling for themselves or for a family household member to address physical or psychological injuries arising from domestic violence; obtaining services from a victim-services organization such as a domestic violence shelter or rape crisis center as a result of an act of domestic violence; making an employee's home secure from a perpetrator of domestic violence or seeking alternate housing; or seeking legal assistance or attending or preparing for court related proceedings regarding acts of domestic violence. Domestic violence leave is of special nature and may not be deferred or converted to any other purpose. It shall not be charged against any other leave account. Application for domestic violence leave shall be made to the Superintendent and shall be granted by the Superintendent or his/her designee, except in cases ~~where such application is not possible because~~ of imminent danger to the health and safety of the employee or a family or household member. Employees seeking such leave under this provision shall, at the time of making a request, provide advance notice of the need for sick leave and provide documentation about the domestic violence circumstances. Details about the

situation may be requested by the Superintendent and may include a request for appropriate documentation, including, but not limited to, police reports, court injunctions/documents and proof of legal counsel in relation to such documents. Leave may be with or without pay at the discretion of the Board.

(Ref. F.S. 121.091; 741.313; 1001.42; 1012.33; 1012.66; 1012.62; 1012.61; 1012.63; 1012.67; 1012.68; 1012.65; 1012.64)(Adopted: 02-08-79; Amended: 10-14-82; 11-08-84; 12-12-85; 03-12-87; 11-17-87; 03-21-91; 04-18-91; 12-19-92; 08-20-92; 02-17-94; 07-28-94; 02-15-99; 11-18-97; 06-18-98; 12-15-98; 03-16-00; 05-16-00, 05-17-01, 09-19-02, 10/16/03, 09/17/07, 07/16/09)

## **2.16 ABSENCE WITHOUT LEAVE**

An employee who is willfully absent from duty without leave shall forfeit compensation for the time of such absence, and his or her contract may be canceled by the Board.

(Ref. F.S. 1012.67;~~1012.64~~)(Readopted: 01-08-81)

## **2.17 DISCIPLINE**

### **A. Policy and Procedures**

#### **1. Policy**

To assure the continuing and efficient operation of the school system, all employees may be disciplined up to and including discharge in accordance with applicable statutes and/or contractual arrangements. Administrative and instructional staff members shall receive and familiarize themselves with the “Code of Ethics of the Education Profession in Florida”, located in the State Board of Education Rules, and shall abide by the code. Disciplinary actions shall consist of oral reprimands, written reprimands, demotions, suspensions or dismissals. Resignation, non-renewal of employment contracts, or separation of probationary employees shall not be considered disciplinary action. Any employee wishing to secure release from his/her contract shall submit his/her resignation to the Board in an approved form.

#### **2. Procedures**

School Board action shall be required for any suspension, demotion or dismissal. However, subject to the requirements of Chapter 1001, Florida Statutes, the Superintendent may suspend with pay any employee for no longer than the next regular or special School Board meeting at which time the School Board may confirm the suspension with pay, continue the suspension with pay, suspend without pay, demote or dismiss.

#### **3. Standards of Conduct**

Subject to the requirements of Chapter 1001, Florida Statutes, the School Board may dismiss any employee for just cause. Just cause shall include, but is not limited to, the following:



- a. Abandonment or neglect of position.
- b. Action, which brings the school system into disrepute.
- c. Conviction of a felony.
- d. Dishonesty
- e. Failure to fulfill contractual obligations.
- f. Falsification of School Board forms, including application for employment.
- g. Gross insubordination.
- h. Immorality
- i. Incompetence
- j. Misappropriation or willful destruction of public property.
- k. Misconduct in office.
- l. Willful neglect of duty.
- m. Possession, consumption or sale of alcohol, drugs or narcotics on School Board property.
- n. Non-compliance with the regulations and policies of the School Board, State Board of Education, or the laws of Florida.

The following disciplinary rule shall constitute the Principles of Professional Conduct for the Education Profession in Florida.

Violation of any of these principles shall subject the individual to revocation or suspension of the individual educator's certificate, or the other penalties as provided by law, and may result in dismissal by the School Board.

Obligation to the student requires that the individual:

- a. Shall make reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety.
- b. Shall not unreasonably restrain a student from independent action in pursuit of learning.
- c. Shall not unreasonably deny a student access to diverse points of view.
- d. Shall not intentionally suppress or distort subject matter relevant to a student's academic program.

- e. Shall not intentionally expose a student to unnecessary embarrassment or disparagement.
- f. Shall not intentionally violate or deny a student's legal rights.
- g. Shall not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable effort to assure that each student is protected from harassment or discrimination.
- h. Shall not exploit a relationship with a student for personal gain or advantage.
- i. Shall keep in confidence personally identifiable information obtained in the course of professional services, unless disclosure served professional purposes or is required by law.

Obligation to the public requires that the individual:

- a. Shall take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated.
- b. Shall not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression.
- c. Shall not use institutional privileges for personal gain or advantage.
- d. Shall accept no gratuity, gift, or favor that might influence professional judgment.
- e. Shall offer no gratuity, gift, or favor to obtain special advantages.

Obligation to the profession of education requires that the individual:

- a. Shall maintain honesty in all professional dealings.
- b. Shall not, on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, if otherwise qualified, or social and family background, deny to a colleague professional benefits or advantages or participation in any professional organization.
- c. Shall not interfere with a colleague's exercise of political or civil rights and responsibilities.
- d. Shall not engage in harassment or discriminatory conduct, which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and further, shall

make reasonable effort to assure that each individual is protected from such harassment or discrimination.

- e. Shall not make malicious or intentionally false statements about a colleague.
- f. Shall not use coercive means or promise special treatment to influence professional judgment of colleagues.
- g. Shall not misrepresent one's own professional qualifications.
- h. Shall not submit fraudulent information on any document in connection with professional activities.
- i. Shall not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position.
- j. Shall not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
- k. Shall provide, upon the request of the certificated individual, a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
- l. Shall not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these Principles of Professional Conduct for the Education Profession in Florida and other applicable Florida Statutes and State Board of Education Rules.
- m. Shall report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education Rules as defined in SBR 6B-1.006.
- n. Shall seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education Rules as defined in SBR 6B-1.006.
- o. Shall comply with the conditions of an order of the Education Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practice.
- p. Shall as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.
- q. Shall self-report within 48 hours to the Assistant Superintendent for Human Resources any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or

entering a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within 48 hours after the final judgment. When handling sealed and expunged records disclosed under this rule, the district shall comply with the confidentiality provisions of Sections 943.0585(4)(c) and 943.059(4) (c), Florida Statutes.

4. Investigations

- a. Investigations of complaints against employees shall be the responsibility of the Superintendent of Schools. Such investigations shall be coordinated by the Human Resources Division.
- b. A report of an alleged violation of a school law, rule, or regulation shall be filed with the Assistant Superintendent for Human Resources who will direct the investigation.
- c. All allegations made against employees alleging sexual or physical abuse of a student shall be immediately reported by the principal to HRS and to the Assistant Superintendent for Human Resources. The Principal, the Assistant Superintendent for Human Resources, and other administrators as deemed necessary by the superintendent are authorized to conduct an investigation of such alleged child abuse, including the interview of the student(s) involved, in order to determine whether cause exists to bring school board charges against the employee. These officials and the School Board attorney are authorized to continue such investigation in order to gather whatever evidence is deemed necessary to support the charges. During any questioning of students in child abuse cases, there shall be at least two administrators present, one of which must be of the same sex as the student being questioned.
- d. If the investigation results in a finding by the superintendent of the reasonable probability of a violation of the code of ethics, the criminal code, or involves a wrongful misappropriation of monies, the appropriate state or local law enforcement agency or the state regulatory agency shall be notified immediately. Full cooperation shall be given to these agencies in the conduct of their investigations.
- e. All material and evidence pertaining to the investigation shall remain confidential until charges are filed or the investigation is completed with a finding of no cause.
- f. If an investigation results in a finding of cause to suspend or dismiss, charges shall be placed in writing by the Human Resources Division, approved by the Assistant Superintendent for Human Resources, and presented to the Superintendent for determination of appropriate action to take.
- g. Coordination of dismissal and suspension proceedings shall be through the office of Assistant Superintendent for Human Resources.

- h. Authorized School Board employees conducting an investigation of a complaint against an employee shall be defended, saved and held harmless by the School Board so long as they comply with all applicable laws, rules and regulations, and do not exceed the scope of their authority, against all suits and actions against them as a result of the conduct of their investigation.

B. Alcohol and Substance Abuse

1. This policy is intended to support the School Board's safety programs and to avoid drug-related or alcohol-related work performance problems by maintaining a work environment free of illegal drugs, alcohol or other mind-altering or intoxicating substances. This policy also recognizes that illegal drugs remain in the body for several days or weeks and therefore could affect the employee's ability to perform the job safely. "Drug" as used in this rule includes a substance other than alcohol, as listed in Chapter 893.03, Florida Statutes.
2. The use, possession, purchase or sale of alcohol or illegal drugs or controlled substance on School Board property, or during working hours is strictly prohibited. School Board employees engaged in such action may be subject to discipline up to and including discharge. Violations by any person may result in notification to law enforcement officials or appropriate agencies.
3. Use of illegal drugs off duty and off School Board property may adversely affect on-the-job performance and the confidence of the public in the School District's ability to meet its responsibilities; violations may result in discipline up to and including discharge.
4. Any employee who reports to work with illegal drugs in his body may be subject to discipline up to and including discharge.
5. Any employee whose performance on the job is impaired by the use of drugs, including abuse of prescription drugs, or alcoholic beverages, or who is under the influence of alcohol at work or during the work day, may be subject to discipline up to and including discharge.
6. The Superintendent reserves the right to require a fitness-for-duty medical examination or medical test of any employee when the Superintendent has reasonable suspicion based upon objective factors to indicate an impairment of performance or productivity rendering the employee unable to safely and satisfactorily perform his/her complete duties and responsibilities, including the results of being under the influence of alcoholic beverages or the consumption of drugs.
7. Employees who transport children or other persons in School Board vehicles shall abstain from consuming alcoholic beverages a minimum of eight hours before and through the balance of the workday during which the employee is required to drive; violations may result in discipline up to and including discharge.

8. The Clay County School Board shall not discharge, discipline or discriminate against any employee solely upon voluntarily seeking treatment for any drug or alcohol related problem. This action to seek voluntary treatment must be taken prior to notification of selection for any testing. Nothing shall prohibit the district's immediately reassigning the individual to a non safety-sensitive position, if available, or placing the individual on leave until the voluntary treatment is complete.
9. CMV Operators/Safety Sensitive Function Employees:
  - a. Employees who operate commercial motor vehicles (CMVs), and who as such perform safety-sensitive functions as defined in Federal Regulations, shall be subject to drug and alcohol testing in accordance with the Omnibus Transportation Employee Testing Act of 1991, Public Law 102-143, hereinafter referred to as OTETA, and local policy as defined herein. This drug and alcohol testing program shall be administered by the Division of Human Resources with a key contact to be assigned by the Superintendent to answer questions about the program.

“Safety-sensitive function” is defined as follows:

    - 1) All time spent inspecting, servicing, or conditioning any CMV.
    - 2) All time spent on or in a CMV.
    - 3) All time loading or unloading a CMV, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
    - 4) All time spent performing the driver requirements associated with an accident/incident.
    - 5) All time repairing, obtaining assistance, or remaining in attendance upon a disabled CMV.
  - b. Prohibited Acts/Operators of CMVs – The following alcohol and controlled substance-related activities are prohibited:
    - 1) Reporting for duty or remaining on duty to perform safety-sensitive functions while having an alcohol concentration of 0.02 or greater.
    - 2) Being on duty or operating a CMV while the driver possesses alcohol, unless the alcohol is manifested and transported as part of a shipment. This includes the possession of medicines containing alcohol (prescription or over-the-counter), unless the packaging seal is unbroken.
    - 3) Using alcohol while performing safety-sensitive functions.

- 4) Consuming alcohol within eight (8) hours of performing a safety-sensitive function.
- 5) When required to take a post-accident or post-incident alcohol test, using alcohol within eight (8) hours following the accident/incident or prior to undergoing a post-accident/incident alcohol test, whichever comes first. For information regarding qualifying accidents or incidents, see C (4)-(5).
- 6) Refusing to submit to an alcohol or a controlled substance test required by post-accident/incident, random, reasonable suspicion or follow-up testing requirements.
- 7) Reporting for duty or remaining on duty, requiring the performance of safety-sensitive functions, when the driver uses any controlled substance, except when instructed by a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate the CMV.

Failing to report to an appropriate supervisor any medications prescribed, or otherwise obtained, which carry a warning concerning the operation of a motor vehicle or performance of other safety-sensitive functions.

- 8) Reporting for duty, remaining on duty or performing a safety-sensitive function, if the driver tests positive for controlled substance.

c. Testing Categories: The types of tests required to be performed are pre-employment testing, random testing, reasonable suspicion testing, post-accident testing, post-incident testing, return-to-duty testing, and follow-up testing.

- 1) Pre-employment Testing – Prior to the first time an employee performs safety-sensitive functions for the School Board, the employee must submit to testing for alcohol and controlled substances. Individuals sent for pre-employment testing shall report immediately to the collection facility when notified to do so. In no instance shall an individual report later than the time necessary to reach the collection facility from the time the request to screen was issued.
- 2) Random Testing – Random alcohol testing shall be administered at a minimum annual rate of 25 percent of the average number of covered employee positions. For controlled substance testing the minimum annual rate shall be 50 percent of the average number of covered employee positions. All such tests shall be unannounced and spread reasonably throughout the calendar year.

The names for random alcohol and controlled substance abuse testing shall be generated by the agency contracted for such testing and shall be reported to the key contact in a confidential manner. Employees requiring testing will be notified in writing by an immediate supervisor and

shall report immediately to the collection facility for the proper testing. In no instance shall an employee report later than the time necessary to reach the collection facility from the time notification was given. Employees shall be compensated at their normal rate of pay for the time necessary to comply with the requirements for random alcohol and controlled substance testing.

- 3) Reasonable Suspicion Testing – The District must require a covered employee to submit to an alcohol or controlled substance test when the District has reasonable suspicion to believe the employee has violated the alcohol or controlled substance prohibitions. “Reasonable Suspicion” shall be defined as a belief that the employee has violated the alcohol or controlled substances prohibitions, based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.

The required observations for alcohol and/or controlled substances reasonable suspicion testing shall be made by a supervisor or District administrator who is trained in accordance with the Federal Regulations. As a minimum such supervisors and administrators shall receive at least one (1) hour of training on alcohol misuse and at least one (1) hour of training on controlled substances use. This training shall cover the physical behavioral, speech, and performance indicators or probable alcohol misuse and use of controlled substances.

- 4) Post-Accident Testing - As soon as practicable following a qualifying accident involving a CMV, the District shall require testing for alcohol and controlled substances. For the purposes of this policy a “qualifying accident” shall be defined as any accident involving: 1) A fatality; 2) A citation for a moving violation issued to the employee and removal of a person from the scene for medical treatment, 3) A citation for a moving violation issued to the employee and the removal of any vehicle from the scene by tow vehicle, or 4) Any accident in which the employee is deemed by the supervisor to have been at fault.

Employees shall be provided and shall be required to retain at all times while performing a safety-sensitive function the appropriate information to allow appropriate contact with supervisors when involved in a qualifying accident regardless of where the accident occurs. Nothing in this policy or Federal Regulations should be construed as to require the delay of necessary medical attention for injured people following an accident, or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary medical care.

An employee who is subject to post-accident testing must remain available, or the District may consider the employee to have refused to submit to testing. The employee subject to post-accident testing must refrain



from consuming alcohol for eight (8) hours following the accident or until he/she submits to an alcohol test.

- 5) Post-Incident Testing – As soon as practicable following involvement in a qualifying incident in a CMV, the District shall require testing for alcohol and controlled substances. For the purposes of this Policy, “qualifying incident” shall be defined as any incident causing damage (when such incident would not qualify as an accident) to the CMV or other property in contact with the CMV, when the employee involved in the incident is at fault. Such determinations shall be at the discretion of the appropriate supervisor.

An employee who is subject to post-incident testing must remain available, or the District may consider the employee to have refused to submit to testing. The employee subject to post-incident testing must refrain from consuming alcohol for eight (8) hours following the incident or until he/she submits to an alcohol test.

- 6) Return-To-Duty Testing – The District shall ensure that, before an employee returns to duty requiring the performance of a safety-sensitive function, after engaging in prohibited conduct regarding alcohol misuse, the employee shall undergo a return-to-duty alcohol test indicating no breath alcohol concentration.

The District shall also ensure that before an employee returns to duty requiring the performance of a safety-sensitive function, after engaging in prohibited conduct regarding controlled substance use, the employee shall undergo a return-to-duty control substances test with a result indicating a verified negative for controlled substances use.

In addition to the return-to-duty test, the employee must also have been evaluated by a substance abuse professional (SAP) and must have participated in any assistance program prescribed. Enrollment in and completion of any such assistance program shall be at the employee’s expense.

If the SAP evaluation included drug and/or substance abuse testing, the required return-to-duty test conducted by the district-approved lab, will be at the district’s expense unless the results are positive.

- 7) Follow-Up Testing – When an employee who was in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances returns to work, the District shall ensure that the employee is subject to unannounced follow-up alcohol and/or controlled substances testing as directed by the SAP. The employee shall be subject to a minimum of six (6) follow-up controlled substance and/or alcohol tests in the first twelve (12) months.

- d. Drug Testing Procedures: With respect to drug testing procedures OTETA requires the use of a “split sample” approach, which provides employees an option for a second screening test following positive findings on the primary sample. All testing for controlled substances shall be performed on urine specimens and be accomplished by means of an initial screen (Enzyme Immunoassay or EIA), followed by a confirmation of any positive findings by Gas Chromatography/Mass Spectrometry or GC/MS. All controlled substances testing will be carried out at a laboratory certified by the Department of Health and Human Services (DHHS).

Urine specimens shall be screened for amphetamines, cannabinoids, cocaine, Phencyclidine, and opiates.

- e. Review of Controlled Substance/Alcohol Test Results: All laboratory results generated by the District’s drug testing program shall be reviewed by a medical review officer (MRO). The MRO is a licensed physician (medical doctor or doctor of osteopathy) having knowledge of substance abuse disorders and having appropriate medical training to interpret and evaluate an individual’s confirmed positive test result, together with his/her medical history and any other relevant biomedical information.

Prior to verifying a “positive” result, the MRO shall make every reasonable effort to contact the employee (confidentially), and afford him/her the opportunity to discuss the test result. If, after making all reasonable efforts and documenting them, the MRO shall contact the District’s key contact, who shall direct the employee to contact the MRO as soon as possible (within 24 hours).

Under split-sample collection procedures, the employee has seventy-two (72) hours following notification of a positive result to request the secondary sample be analyzed. Analysis of the split-sample specimen shall be at the employee’s expense and shall be paid in advance with a money order or certified check.

- f. Procedures for Alcohol Testing: Testing for alcohol shall be performed on breath specimens collected by Breath Alcohol Technicians (BATs) certified under a program defined by the U.S. Department of Transportation (DOT).

Breath alcohol testing shall be performed only with testing instruments found on the National Highway Transportation Safety Administration’s Conforming Products List.

The test shall consist of an initial screen. Positive findings must be confirmed by a second test utilizing a device that meets the criteria for evidentiary breath testing as defined by the U.S. DOT.

- g. Refusal To Submit To Drug and/or Alcohol Testing: “Refusal to submit (to an alcohol or controlled substance test)” – An employee 1) fails to provide adequate breath for testing without a valid medical explanation after he or she

has received notice for breath testing, 2) fails to provide adequate urine for controlled substances testing without a valid medical explanation, after he or she has received notice of the requirement for urine testing, 3) engages in conduct that clearly obstructs the testing process.

h. Consequences for Violations of Prohibitions of this Rule (See Section 9.b):

Employees who are known to have engaged in prohibited behavior, with regard to alcohol misuse or use of controlled substances, are subject to the following consequences:

- 1) Employees shall not be permitted to perform safety-sensitive functions. This removal from safety-sensitive function assignment shall be immediate and shall continue until all information regarding the violation is available and evaluated.
- 2) Employees shall be advised by the District of the resources available to them in evaluating and resolving problems associated with the misuse of alcohol or use of controlled substances.
- 3) Employees shall be subject to discipline up to and including termination.
- 4) Employees who are permitted to continue employment with the District shall be required to seek evaluation by a SAP who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse or controlled substance use. Any treatment or assistance provided by a SAP shall be at the employee's expense. In addition, a prerequisite for returning to work will be a SAP evaluation, at the employee's expense, verifying the employee's successful completion of the prescribed treatment program.
- 5) If permitted to continue employment with the District in any position, the employee shall be required to undergo a return-to-duty test with a result indicating no breath alcohol concentration if the conduct involved alcohol, or a controlled substance test with a verified negative result if the conduct involved controlled substance use.
- 6) If permitted to continue employment with the District, the employee shall be subject to unannounced follow-up alcohol and controlled substance testing. The number and frequency of such follow-up testing shall be as directed by the SAP, and consist of at least six (6) tests in the first twelve (12) months.

i. Consequences For Drivers Found To Have Any Level of Breath Alcohol

Concentration of Less than 0.02: If the result of an employee's test indicates a breath alcohol concentration of any measurable level but less than 0.02, a second breath alcohol test shall be required not sooner than 15 minutes following the completion of the first test. If the second breath alcohol test does not indicate a rising level of breath alcohol concentration, the employee

shall not be permitted to perform safety-sensitive functions until at least one (1) hour has elapsed.

Should the second test indicate that the breath alcohol concentration is on the rise, the employee shall be deemed to have violated the eight (8) hour pre-duty abstinence rule as referenced in Section 9.b.(4) of this policy. In such cases, the employee shall be subject to the consequences as defined in Section 9.h of this policy.

- j. Employee Responsibilities In Obtaining Medications Containing Alcohol: Due to the prohibitions listed in Section 9.b of this policy, employees shall be required to request alcohol-free substitutes for all medications prescribed or otherwise obtained whenever available and appropriate for the employee's medical need. The employee shall inform his/her physician or pharmacist that he/she is employed in a safety-sensitive position and cannot perform the duties of that position while taking medications containing alcohol.
- k. Employee Information: All employees subject to alcohol and controlled substance testing under this policy shall be provided information relative to the requirements of the Federal Regulations applicable and those requirements initiated by the Clay County School Board. Additionally, the District shall provide to covered employees information concerning the affects of alcohol and controlled substances use on an individual's health, work, and personal life, signs and symptoms of an alcohol or a controlled substances problem, and available methods of intervening when an alcohol or a controlled substances problem is suspected.

10. Operators of District-Owned Vehicles Not Classified as Commercial Motor Vehicles:

- a. Employees who, by designation on Board-approved job descriptions, must possess a valid drivers license other than a Commercial drivers license shall be subject to random drug testing.
  - 1) Random drug testing under this section shall be administered at a minimum annual rate of 50% of the average number of covered employee positions. All such tests shall be unannounced and spread reasonably throughout the calendar year.

The names for random drug testing shall be generated by the agency contracted for such testing and shall be reported to the district key contact in a confidential manner. Employees to be tested will be notified in writing of this requirement and will be directed to report to the approved collection site within a specific time frame. Employees shall be compensated at their normal rate of pay appropriate for the time necessary to comply with this section.

2) Drug Testing Procedure/Review of Results: Procedures used for testing and review of test results under this section shall be the same as those established for CMV operators as specified in 2.17B.9, d., e.

b. Prohibited Acts/Operators of Non-CMV's:

The actions listed in 2.17 B.9, b.(6)(7)(8), are considered prohibited acts for employees covered by this section.

c. Refusal to Submit to a Drug Test: An employee refuses to submit to a required drug test when he/she 1) fails to provide an adequate quantity of urine for controlled substance testing without a valid medical explanation, after receiving notification of the requirement for testing, or 2) engages in conduct that clearly obstructs the testing process.

d: Consequences of Prohibited Conduct

Employees covered by this section who engage in prohibited behaviors identified in section 10B. are subject to the consequences listed in 2.17B.9.h, with respect to controlled substances.

C. Harassment

1. Employees shall not engage in harassment or discriminatory conduct based on race, religion, color, sex, sexual orientation, marital status, age, national origin or disability against any student, parent, staff or faculty, or engage in harassment or discriminatory conduct against another employee which unreasonably interferes with the employee's performance of profession or work responsibilities or with orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, each employee shall make reasonable effort to assure that each student, parent, or employee is protected from such harassment or discrimination by others.
2. Harassment which could be viewed as sexual harassment includes but is not limited to unwelcome sexual advances, requests for sexual acts or favors, or other verbal or physical conduct of a harassing nature.
3. Complaints of harassment by any person including teacher, administrator, supervisor, co-worker, or the public shall be reported within sixty (60) days to the appropriate assistant principal or principal or supervisor, Assistant Superintendent of Human Resources, Deputy Superintendent, or Superintendent by the aggrieved student or employee. Should the complaint involve an individual in the employee's direct line of supervision, or is the individual against whom the charge is made, then the employee may refer the complaint to another supervisor or the Assistant Superintendent for Human Resources.
4. All complaints will be properly; thoroughly and impartially investigated within five (5) days of being reported to the appropriate administrator. Where such investigations are concluded in a finding of probable cause against an employee,

appropriate corrective and disciplinary procedures will be initiated by the appropriate administrator within ten (10) days of said finding.

5. An employee who makes a complaint of harassment or provides information related to such a complaint will be protected against retaliation. No adverse treatment of an employee, because of his/her part in a harassment claim will be tolerated.
6. Such complaints and any subsequent investigations and materials obtained during such investigations will be considered confidential to the extent provided by law.
7. Information regarding this policy will be distributed to all employees and, annually, to all new employees. Additionally, Human Resources Management Development candidates will receive training regarding this policy as part of their administrative training program. Additional training will be provided to district personnel based on requests from principals or directors.

(Ref. Section 1012.22), Chapter 316, Chapter 893, F.S.)(Readopted: 01-08-81; Amended: 04-11-85, 11-17-87, 02-20-92, 06-15-93, 02-17-94, 07-28-94, 01-23-95, 08-15-96, 11-16-99, 07/18/02, 10/20/05, 11/22/05)

## **2.18 RETIREMENT AND RESIGNATIONS**

- A. New employees will join the Florida Retirement System (FRS) and pay social security.
- B. The Board shall provide terminal pay to employees in accordance with their respective collective bargaining agreements.
- C. At the employee's option and upon completion of the Exit Interview Questionnaire at the time of separation, the Board shall provide terminal pay of up to one hundred twenty (120) days to any administrative, managerial or confidential employee, upon the employee's non-disciplinary separation from school district employment or enrollment in DROP, or to the employee's beneficiary if service is terminated by death. If the employee is ineligible or fails to request payment within 60 days of the conclusion of employment, any unused sick leave will remain on the Board's records for a period of three (3) years from the date of termination. Upon that time any unused sick leave will be removed from the Board's records.
  1. Employees hired after November 19, 2002 shall be eligible for terminal pay as defined under this policy upon completion of three consecutive years of service in Clay County. For employees hired on or before November 19, 2002, Clay County service requirements shown in paragraph C.4.(a) through C.4.(e) need not be consecutive.
  2. For the purposes of determining eligibility for terminal pay, a year of service shall be defined as: paid service rendered in a .6 or greater allocation for a minimum of one day more than half the normal working contract in the fiscal year.

Terminal pay shall be determined as follows:

3. For unused sick leave accumulated by administrative, confidential and managerial employees, terminal payment shall not exceed a total of one hundred twenty (120) days and shall be determined as follows. The employee must have been:
  - a. Employed for at least three (3) years in Clay County, in which case the terminal pay shall be at the rate of 35% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
  - b. Employed for more than three (3) years but not more than six (6) years in Clay County, in which case the terminal pay shall be at the rate of 40% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
  - c. Employed for more than six (6) years but not more than nine (9) years in Clay County, in which case the terminal pay shall be at the rate of 45% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
  - d. Employed for more than nine (9) years but not more than twelve (12) years in Clay County, in which case the terminal pay shall be at the rate of 50% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
  - e. Employed during and after the thirteenth (13<sup>th</sup>) year in Clay County in which case the terminal pay shall be at the rate of 100% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days.
4. Payment for unused sick leave accumulated by administrative, confidential and managerial employees on or after July 1, 2004, shall be compensated at no more than the daily rate of pay applicable at the time the sick leave was earned. For purposes of determining unused sick leave, the Board will assume that the unused balance is the most current sick leave accrued.
5. For an employee described in C. above the transfer into Clay of accumulated sick leave and the use of sick leave while a Clay County employee shall be based on the following procedures:
  - a. As determined by the policy of the employee's previous district, the employee's sick leave balances as of July 1, 2004 for administrative, confidential and managerial employees, and his/her sick leave balance at the time of his termination of employment in the previous district, or other educational entity governed by the FRS, shall be certified.
  - b. For the purposes of leave transferred into Clay, if two separate balances are accepted on behalf of new Clay administrators, confidential and managerial employees, days will be transferred into Clay as-of-07-01-04 balance from the administrator's as-of-07/01/04 balance from the previous employer first. If the

above employee is eligible to transfer into Clay additional sick leave days after his/her as-of-07/01/04 balance from the previous employer is exhausted, the additional days will be transferred to Clay's after 07/01/04 balance.

6. For an administrative, confidential and managerial employee described in C. above, at the employee's option, sick leave used by the employee may be charged first against sick leave earned and available in Clay for use by the employee on or after July 1, 2004. Unless requested by the employee, accumulated sick leave earned before July 1, 2004 will not be used until all sick leave earned on or after July 1, 2004 has been exhausted.
  7. Employees who, by virtue of enrollment in DROP, have deposited terminal leave payment(s) into the Board approved 401(a) Qualified Retirement Plan, shall continue to deposit such payments as stipulated in paragraph G. of this policy, notwithstanding the limitations of paragraph C. (This clarification is intended to facilitate the continuation of terminal leave payments to which the Board had committed prior to the November 19, 2002 approval of amendments to this policy.)
- D. If, at the end of his or her term of office, the Superintendent separates from employment with the school district, terminal pay for unused sick leave shall be computed based on his/her annual salary and on the number of work days for the district's 12-month employees during the Superintendent's last year in office. Should the Superintendent return to the employment of the School Board following his/her term of office, terminal pay for unused leave shall be computed based on his/her daily rate of pay at the time of his/her separation from the system. For the purposes of leave accumulation, the Superintendent's term of office shall not be considered a break in service from the school system.
  - E. Effective March 17, 2000, an employee who terminates employment through retirement from the FRS Pension Plan or the FRS Investment Plan FRS shall deposit 100% of his/her terminal sick leave, as established in this policy, and annual leave payments into the Board-approved Qualified Retirement Plan, up to the limits established by the Internal Revenue Service.
  - F. All employees participating in the Plan since its implementation in Clay County, who are under fifty-five (55) years of age at the time of termination of employment and choose, at the time of termination, to take a cash distribution in the amount of 100% of their respective balance from the Board-approved 401(a) Qualified Retirement Plan and are assessed a withdrawal penalty, shall be reimbursed a percentage of the withdrawal by the Board. This reimbursement is an amount equal to the difference between the current withdrawal penalty and the current Social Security and Medicare combined tax contribution rate. If the withdrawal penalty and/or Social Security and Medicare tax rates change, the amount of reimbursement from the Board shall change accordingly.
  - G. Effective March 17, 2000, an employee who is already enrolled in DROP, or, who elects thereafter to participate in DROP, shall deposit his/her accumulated terminal sick leave pay, for which he/she is eligible, as established in this policy, into the Board-approved 401(a) Qualified Retirement Plan, subject to contribution limits and according to the following:



Payment	Maximum Percentage of Accumulated Terminal Sick Leave Days
Year 1	20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less
Year 2	20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less
Year 3	20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less
Year 4	20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less
Year 5	100% of balance of the individual's terminal sick leave, not to exceed a total of 120 days

1. The initial payment shall be made on the last payday in April following the employee's DROP effective date or the last payday in April, 2000, for those already enrolled in DROP as of March 17, 2000. Subsequent payments shall be made on the last payday in April of each year following the employee's DROP effective date anniversary.
2. The rate of pay used to calculate the amount to be placed in the 401(a) Plan shall be the employee's daily rate of pay on each payment date.
3. If an employee elects to participate in DROP for fewer than the sixty-month maximum, or, has fewer than the sixty-month maximum remaining in DROP as of March 17, 2000, the percentage of terminal sick leave to be deposited each year will change so that, at the end of his/her DROP participation, a total of 100% of the maximum allowed contribution of terminal sick leave pay will have been made to the 401(a) Plan.
4. DROP participants may access these terminal sick leave funds prior to termination of employment only through loan procedures outlined in the Plan.

#### H. Insurance Coverage – Retired Employees

##### 1. Health Insurance

- a. The Clay County School Board will provide continuing group health insurance coverage for all retired employees and their spouses and dependents provided the employee bears the full expense of said insurance coverage and provided the employee was enrolled in a Board-provided insurance plan at the time of separation, there has been no lapse or break in enrollment and one or more of the following qualifications has been met:

- 1) The employee separates from school district employment through retirement under a state retirement system; or

- 2) The employee separates from school district employment through retirement under a state optional annuity or retirement program; or
  - 3) The employee separates from school district employment by being placed on disability retirement; and
  - 4) The employee begins receiving retirement benefits immediately after retirement from employment with the school district; or
  - 5) The employee retires under the Public Employee Optional Retirement Program established under part II of chapter 121 and has met the age and service requirements to qualify for normal retirement as set forth in s. 121.021(29); or has attained the age specified by s. 72(t)(2)(A)(i) of the Internal Revenue Code and has 6 years of creditable service.
- b. Such health insurance coverage will continue to be made available for the spouse and dependents of an eligible retiree at the spouse's expense even though the retired employee becomes eligible for Medicare or is deceased, and shall continue until said spouse becomes eligible for Medicare or ceases paying the cost thereof.

## 2. Life Insurance

Retired employees, ~~their spouses and dependents~~ shall be entitled to life insurance as part of the group insurance plan, subject to the limitations expressed in paragraph H.1. (a) above. The employee shall be responsible for paying the full cost of said insurance.

- a. Such Term Life Policy may vary in amounts of coverage, conditions, and premiums from the group plan.
  - b. Such Term Life plan is optional to retired employees.
3. Dental plans and vision plans shall be made available to eligible retirees, their spouses and dependents, if available within the employee group insurance program. The employee shall be responsible for paying the full cost of said insurance and such coverage shall be subject to the limitations expressed in H.1. (a), above.

## I. Notification Requirements for Voluntary Separation from Employment

1. Personnel wishing to be released from contract shall submit their request in writing. ~~After July 1, a request for release will be considered on the merits of the request and on availability of a satisfactory replacement.~~
2. Employees who are voluntarily terminating their employment with the District shall provide two weeks' notice of separation when possible. The resignation or retirement notice shall be submitted in writing to the Superintendent with a copy to the department head or principal. ~~Additionally, certificated employees should~~

~~provide thirty (30) days notice of any intentions to accept a new position with another district.~~

3. The effective date of resignation or retirement shall be the close of the last day of work or the close of the next calendar day (or Monday if the next day falls on a weekend) if such day is a paid holiday.
4. Employees who enrolled in the DROP shall be required to submit a letter of separation in accordance with this section, in the same fiscal year as the DROP termination date.

(Ref. F.S. 112.0801, 1012.61; 1012.62; 1012.65) (Readopted: 01-08-81; Amended: 02-10-83, 01-09-86, 09-21-89, 12-19-91, 02-16-95, 08-15-96, 05-15-97, 06-18-98, 03/16/00, 06/27/01, 11/19/02, 07/17/03, 09/18/04, 06/21/07, 02/21/08)

#### J. Retiree Insurance Premium Reduction

~~The purpose of the Retiree Insurance Premium Reduction Program is to partially fund the insurance premium(s) for retired employees of the School District of Clay County. The eligibility rules are:~~

1. ~~An employee shall have worked for the School District of Clay County for a minimum total of twenty five (25) years, shall have retired from Florida Retirement System, shall have retired from the School District of Clay County, and be age 59 before the beginning of the Insurance Plan Year (October 1<sup>st</sup>).~~
2. ~~To be granted the years of experience, the eligible employee must have worked full time (.6+) or on an approved Job Share (.5 + 1 day) for each year of service.~~
3. ~~Retirees that become Medicare eligible (65) will no longer qualify for this reduction of premium benefit at the end of the Insurance Plan Year (September 30) in which they turn 65.~~
4. ~~All eligible retirees will may receive up to a maximum of \$1,200 annual reduction of premium benefit, not to exceed the premium total.~~
5. ~~Retirees shall be enrolled in the current School District of Clay County Retiree Insurance Plan to be eligible for the reduction of premium benefit. Eligible retirees may choose from the retiree insurance options available from the School District of Clay County.~~
6. ~~A retiree that has a spouse still actively working with the School District of Clay County cannot use the Retiree Insurance Premium Reduction benefit to be covered under an active employee's plan. The Retiree Insurance Premium Reduction benefit can only be used toward the School District of Clay County's Retiree Group Insurance Benefits.~~

**KJ.** The Deferred Retirement Option Program (DROP), as defined in Chapter 121, Florida Statutes, is an alternative method of deferred payment of retirement benefits for up to sixty (60) months, or ninety-six (96) months for certain qualifying grade K-12 instructional personnel, after an eligible member of the Florida Retirement System reaches his/her normal retirement date but wishes to continue employment with a Florida Retirement System employer. In order to participate, the employee must meet all of the requirements of Section 121.091(13), Florida Statutes, and must submit the appropriate documentation establishing a deferred termination date. DROP will allow the participant to defer all retirement benefits payable during the DROP period. Upon termination of DROP, the participant will be eligible to receive the DROP benefits and his/her regular retirement benefits as provided by Chapter 121, Florida Statutes.

1. All members of the Florida Retirement System who are participants in a pension plan, other than re-employed retirees, are eligible for DROP. Members electing to participate in DROP must meet the eligibility and timeline requirements outlined in Florida Statutes.
2. At the conclusion of an employee's participation in DROP, employee's employment with the School Board of Clay County, Florida, shall terminate and said employee shall be retired.
3. An individual who has terminated employment at the completion of his/her participation in DROP, or who has terminated employment due to retirement from any agency participating in the Florida Retirement System and who is receiving or is eligible to receive retirement benefits under Chapter 121, Florida Statutes, shall not be employed as an employee of the School Board of Clay County, Florida, for a period of twelve (12) calendar months following such termination/retirement, with the following exceptions:

~~a. A retired member may be re-employed as a substitute or hourly teacher, education paraprofessional, transportation assistant, bus driver, or food service worker on a non-contractual basis after he/she has been retired for one (1) calendar month in accordance with Section 121.021(39), Florida Statutes.~~

**b.a.** A retired member may be re-employed by the School Board of Clay County, Florida, as instructional personnel on an annual contractual basis after he/she has been retired for ~~one (1)~~ **six (6)** calendar months in accordance with Section 121.021(39), Florida Statutes **if the employee elects to suspend receipt of Pension Plan benefits for each month employed during the seventh through the twelfth months of retirement.** For purpose of this subsection, instructional personnel is defined as classroom teachers assigned the professional activity of instructing students in courses in classroom situations, including basic instruction, exceptional student education, career education, and adult education., ~~including substitute teachers.~~

**e.b.** A retired member of the ~~Public Employee Optional Retirement Program (PEORP)~~ **Investment Plan** as defined by Section 121.4501(2)(j) Florida Statutes may not be re-employed pursuant to sub-paragraphs (3)(a) ~~or (3)(b)~~ of

this policy section until such person has been retired for ~~three~~ **six (6)** calendar months unless the participant has reached the normal retirement requirements as set forth in Section 121.021(29) Florida Statutes **if the employee elects to suspend receipt of distribution benefits for each month employed during the seventh through the twelfth months of retirement.**

- d.c. For purposes of computation of time in the implementation of this policy with regards to those members participating in ~~PEORP~~ **the Investment Plan**, the term “retired” is defined as the date on which the terminated employee takes a distribution as provided in Section 121.591 Florida Statutes.
- e.d. The limitations set forth herein may be altered or waived by the Board only in the event that it is determined by the Board that extraordinary circumstances exist which necessitates the re-employment of a retired employee contrary to these policies but within the limitations of Florida law.

(Ref. F.S. 121.021; 121.091; 121.4501; 1001.41; 1001.42; 1001.43; 1012.01; 1012.61; 1012.62; 1012.65) (Readopted: 01/08/81; Amended: 02/10/83, 01/09/86, 09/21/89, 12/19/91, 02/16/95, 08/15/96, 05/15/97, 06/18/98, 03/16/00, 06/27/01, 11/19/02, 07/17/03, 09/18/04, 06/21/07, 06/19/08)

## **2.19 HOLIDAYS**

The District Board will annually adopt the school calendar and designate the holidays on such adopted school calendar.

(Ref. F.S. 1001.42; ~~1011.50~~) (Revised: 01-08-81)

## **2.20 GIFTS AND GRATUITIES**

School Board employees are not permitted to accept from vendors personal gifts, gift certificates, coupons, stamps, or any type of gratuity for personal use. In addition, there shall be no supplement or any other form of remuneration accepted by School Board employees from any club, organization, or any other source. Acceptance of such gifts and gratuities may be grounds for dismissal. This does not prohibit civic clubs from paying initiation and membership dues for school personnel who are members of the respective civic organizations.

(Ref. F.S. 1012.22) (Readopted: 01-08-81; Amended: 07-12-84)

## **2.21 DRESS AND APPEARANCE**

### **Teachers:**

Employees of the District School Board are expected to dress appropriately according to the customs of the community and suitability to their position.

### **Support:**

**Educational support professionals should refer to the school/division/department handbooks when considering suitability of dress for the varied educational support positions in the district. Determination of appropriate dress and appearance in keeping with School Board policy is the responsibility of administration on a daily basis and is part of the employee’s annual performance evaluation.**

(Ref. F.S. 1012.53) (Readopted: 01-08-81)

## **2.22 MERITORIOUS AWARDS**

Meritorious service awards may be awarded, by the Board, to employees who propose procedures or ideas which are adopted and will result in eliminating or reducing expenditures or improving operations. Priority consideration for such awards will be given to such procedures or ideas, which result in demonstrated savings to the Board. Any employee who wishes consideration under this rule must have such procedure or idea screened by his/her Principal and/or District Department Head. If, in the opinion of the Principal or District Level Department Head, the procedure or idea so screened is extraordinary and worthy of further consideration, a recommendation by the Principal or District Level Department Head may be made to the Superintendent for his consideration. The Superintendent shall review and investigate such recommendations and determine which of these recommendations shall be presented to the Board for its consideration and for its determination of the monetary amount of such award, if any. No award granted under this provision shall exceed limits established in Florida Statutes.

(Ref. F.S. 1012.22) (Adopted: 01-08-81)

## **2.23 TUTORING**

A member of the professional staff shall not receive direct compensation for professional services rendered to students he teaches during the regular school day nor shall he promote in the school any activity or project from which he is likely to receive compensation or remuneration other than his salary as an employee in the District School Board.

(Ref. F.S. 1012.53) (Readopted: 01-08-81)

## **2.24 PERSONNEL FILE AND RELEASE OF INFORMATION**

- A. The personnel file maintained by the District Human Resources Division shall contain all information required under Florida Statute and State Board of Education Rules and all information necessary for making decisions relative to employment ~~under 6GX 10 2.02, 2.04, 2.05 and 2.06, as well as, information required under 6GX 10 2.07, 2.08 and 2.09~~ except those records for which the retention is less than 25 years after termination as documented on the District's Disposition List. If the retention requirement is less than 25 years after termination, the record will be filed either separately or with other related records with the same retention. Further, records with the same retention as the Personnel File may be maintained separately in the office that administers the record if access is not ordinarily required. No anonymous letters or materials may be placed in the personnel file. Derogatory material pertaining to the work performance or other such matters that may be cause for discipline, suspension, or dismissal may be placed in the file only after notifying the employee in accordance with procedures developed by the Human Resources Division.
- B. In response to a proper request by an appropriate recognized lending institution or credit bureau purposes, the District Office will verify the following information:
1. Length of employment

2. Status of employment
  3. Salary
- C. In no case shall an opinion be given as to the character of the individual.
  - D. All information contained in the personnel file at the District Office shall be considered a public record. However, some Public Records are exempt from inspection by Statute. No exempt record may be disclosed except as provided by Statute. The Human Resources Division shall maintain a record in the file of those persons reviewing the file each time it is reviewed.
  - E. The contents of each employee's personnel file shall be open to inspection at all times by School Board Members, the Superintendent, the staff of the Human Resources Division, the principal and his/her designee, and to law enforcement personnel in the conduct of a lawful investigation.
  - F. Sealed or expunged records reported by the applicant or employee pursuant to Florida Statute 943.0585 and 943.059 will not be disclosed or open to the public.

(Ref. F.S. 119; 1012.31; 943.0585; 943.059)(Readopted: 01-08-81; Revised: 10-14-82, 11-08-84, 02-15-96; 05-15-97, 06/19/08)

## **2.25 INTERIM/SUBSTITUTE/LIMITED CONTRACT EMPLOYEES**

- A. Substitute teachers shall be qualified ~~and certified by the Clay County Division of Human Resources~~ by Kelly Educational Staffing and fulfill all requirements for substitute teachers prior to being used in the classroom in place of regular teachers who are absent. ~~An approved list will be compiled by the Division of Human Resources Department of Instructional Personnel and sent to each principal who will be responsible for securing substitute teachers for his/her school from the list. Salaries paid will be according to the adopted salary schedule for substitute teachers.~~
- B. Long term substitute teachers may be employed ~~by the Board~~. They must hold a bachelor's degree, satisfy all other qualifications and requirements, ~~for substitute teachers, and shall be paid on an hourly rate based on the adopted salary schedule for substitute teachers.~~
- C. Contract interim teachers may be employed by the Board. They must hold a valid Florida Educator's Certificate or Clay County certificate, in the case of non-degreed vocational interim teachers, on file in the Division of Human Resources, satisfy all other qualifications and requirements for regular teachers, and shall be paid on an hourly rate based on the instructional salary schedule.
- D. Teachers may not employ or pay interim or substitute teachers. ~~All absences for teachers, on sick leave or other, must be shown on the principal's report along with the name of the interim or substitute teacher who worked.~~
- E. Interim/~~Substitute~~ teachers must have required paperwork on file at the District Office.



1. Official transcripts of all degrees awarded from accredited institutions
  2. Valid Florida Educator's Certificate, if available, (true copy on file)
  3. Possess at least a High School Diploma or its equivalent for substitute teachers
- F. Limited contract employees shall be qualified for the positions for which they are recommended and must be selected from the appropriate applicant pool or from among qualified employees. They shall be paid in accordance with the current salary schedule implementation rules contained in the Master Contract for support personnel.
- ~~G. Substitute support employees must meet or exceed the minimum requirements for each position for which they wish to serve as a substitute. No person may be utilized as a substitute unless he/she has a current and complete application for employment on file and has satisfied the screening requirements for substitutes as stipulated in Section 2.02 of this Policy. Wage payments for support substitute personnel shall be as stipulated in the official salary schedule.~~
- ~~H. Substitute teachers must complete an initial orientation/training program in school district policies and procedures addressing school safety and security procedures, educational liability laws, professional responsibilities and ethics.~~
- ~~I. Prior to employment, substitute teaching applicants without prior teaching experience must complete an additional training program in classroom management skills and instructional strategies.~~
- ~~J. Substitute teachers who provide instruction for 30 or more days in a single classroom placement must have a performance appraisal to assess the quality of instruction presented.~~

(Ref. F.S. 1012.35, 1012.39) (Adopted: 12-14-78; Amended: 11-08-84, 08-22-90, 02-17-94, 02-15-96, 07/20/00, 12/16/2004)

## 2.26 EVALUATIONS

Disabled employees who need reasonable accommodations in order to perform essential job functions shall not be evaluated on their ability to perform the function without such accommodation.

### A. Teachers

1. Staff evaluation shall be conducted annually by supervisory personnel on each instructional staff member, hereinafter referred to as "teacher", contracted for a period of six (6) weeks or longer, except that instructional personnel who are newly hired shall be observed at least twice in their first year of teaching. The goal of evaluation shall be the improvement of the teacher's performance and ultimately increased student achievement. However, it may also assist the Superintendent and administrative staff in assigning, transferring, or promoting teachers, making contract decisions, and/or determining whether or not a teacher needs to be placed on probation or be dismissed. The evaluation process may also be used to



determine which employees would earn performance pay. [\[Fla. Stat. § 1012.34\(3\)\(a\)\]](#)

2. The Clay Assessment System shall be research based and shall include a training component, which will provide qualified evaluators and observers; a growth and development component which will focus on specified or identified needs; and a feedback component which utilizes the school principal in promoting positive growth.
3. It shall be the teacher's responsibility to become familiar with the performance and professional competencies and indicators identified in the Clay Assessment System, and to strive for self-improvement.
4. It shall be the principal's or district level department head's responsibility to provide the opportunity for each teacher to become familiar with the Clay Assessment System procedures and competencies. He/She shall also be responsible for providing all possible means for improvement to those who need it, including assistance in helping correct deficiencies and time for correcting these deficiencies.
5. The principal is ultimately responsible for the assessment of his/her personnel. However, he/she may designate assistant principals and district level department heads may designate their assistants to perform the evaluation in their stead who will be authorized to carry out the process. The principal shall be encouraged to solicit the assistance of district level staff or of the C.A.S. support team in providing input into the evaluation process. In the case of the teachers who are progressing unsatisfactorily, the principal or district level department head shall retain full responsibility for the evaluation as soon as it is obvious the teacher falls in this category.
6. A pre-evaluation conference shall be held between each teacher and principal, district level staff member, or designee at the beginning of each contract year but within six (6) weeks, or two (2) weeks for a late hire, from the contracted date of employment. The teacher's professional goals and performance should be discussed and a Professional Development Plan shall be initiated, if appropriate, at such pre-evaluation conference.
7. Classroom teachers shall be observed in the classroom at least one time a year according to the Clay Assessment System. Those teachers holding an annual contract must have two (2) formal ~~observations~~ **evaluation cycles**. During the evaluation period at least one observation shall be announced and shall last a minimum of 30 minutes. The teacher shall be notified at least three (3) teaching days in advance of the week of observation. The teacher shall be allowed, ~~if it is necessary~~ to select three (3) of the five days, which would be the most convenient.
8. A post observation conference shall be scheduled with the teacher by the evaluator within three workdays after the announced observation during each evaluation period.

9. There shall be two evaluation periods, one prior to December 1, and one before March 1, of each year for each annual contract or probationary teacher and at least one evaluation period per year prior to March 1 for each continuing contract or professional service contract teacher. For new hires, the first formal observation shall take place during the ~~97-calendar day probationary period~~ **first semester**. **T.I.P. program participants should be observed within the first forty-five days.**
10. **Final evaluation is differentiated among four levels of performance: highly effective, effective, needs improvement or developing, and unsatisfactory. Annual contract teachers may not be reappointed if they receive an unsatisfactory evaluation. Professional services contract teachers and continuing contract teachers cannot receive two consecutive unsatisfactory ratings or two unsatisfactory ratings in a three-year period and be recommended for reappointment.**

Except in unusual circumstances the final evaluation period shall determine the teacher's employment year. A teacher in this circumstance whose overall rating is not satisfactory shall be notified in writing through the evaluation instrument, shall not be recommended for reappointment, and an appeal by the supervisor or teacher to the Superintendent shall be only under very exceptional circumstances.

11. A PSC teacher whose performance is found to be unsatisfactory during the school year or thereafter, and any AC teacher who receives an unsatisfactory evaluation during any school year shall be placed on a 90 calendar day (exclusive of school holidays and school vacation periods) probationary period and shall be required to submit a PDP as part of their evaluation. The PDP will be initiated within one week after the post-observation/evaluation at which unsatisfactory evaluation was determined. The PDP will be reviewed periodically but not less than once each four-week period until the Plan is completed or the 90 calendar days have ended

A PSC teacher whose performance evaluation is found to be unsatisfactory and all CC teachers with unsatisfactory evaluations shall be placed on probation for the next school year. For a PSC teacher placed on probation and for the probationary CC teacher in any school year, the evaluation periods shall be extended to coincide with annual contract evaluation periods, and observations and assessment forms shall be completed accordingly. These teachers will be required to submit a PDP as part of their evaluation. The PDP will be initiated within one week after the post-observation/evaluation at which the unsatisfactory evaluation was determined. The PDP will be reviewed periodically, but not less than once each six-week period until the plan is completed. The evaluation periods shall be coincident with those of annual contract teachers and observations of performance and completion of assessment forms shall be conducted accordingly. Should the performance of the teacher not meet expectations by the end of the first evaluation period following the unsatisfactory evaluation, a decision shall be made whether to extend the probationary period or to take action as determined appropriate by the Superintendent. Should the probationary period be extended, a review shall be made by the Superintendent at the end of each evaluation period thereafter to determine the appropriate action to take.

Unsatisfactory progress on a PDP by any probationary teacher shall be considered sufficient cause for removal of the probationary teacher from employment in Clay County.

12. The sections of this rule, notwithstanding, a probationary employee shall have no right to continued employment beyond the term of his/her contract.
13. Any teacher who has been evaluated as unsatisfactory shall be afforded a conference in accordance with these rules and notified in writing on the evaluation instrument describing such unsatisfactory performance and procedural requirements stipulated by Statute. Any teacher who has received two consecutive unsatisfactory annual evaluations or two unsatisfactory evaluations within a three year period, or three (3) consecutive needs improvement evaluations or a combination of needs improvement and unsatisfactory evaluations, and for whom and written notice has been given by the district that his/her employment is being terminated or not being renewed or that the school board intends to terminate or not renew his/her employment shall be reported by the Superintendent to the Department of Education Professional Practices Services Section for investigation in accordance with Florida Statutes. [Fla. Stat. § 1012.33(1)(a); 1012.34(5)]

**Beginning July 1, 2011, each individual newly hired as instructional personnel by the school board must be awarded a probationary contract. Upon successful completion of the probationary contract, the school board may award an annual contract. An annual contract may be awarded for instructional personnel who have successfully completed a probationary contract with the school board and have received one or more annual contracts from the school board.**

**An annual contract may be awarded only if the employee:**

- a. **Holds an active professional certificate or temporary certificate issued pursuant to s. 1012.56 and rules of the SBE.**
  - b. **Has been recommended by the superintendent for the annual contract based upon the individual's evaluation under s. 1012.34 and approved by the school board.**
  - c. **Has not received two consecutive annual performance evaluation ratings of unsatisfactory, two annual performance evaluation ratings of unsatisfactory within a 3-year period, or three consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory under s. 1012.34.**
14. The assessment of the performance and professional competencies of each teacher shall be assessed on the forms designed by the Clay Assessment System Committee. Observation instruments approved by the Clay Assessment System Committee shall be utilized in conducting the formal classroom observations. Probationary teachers shall also be required to complete the Professional Development Plan form, which shall be incorporated into their annual assessment.

15. A Professional Development Plan shall include a description of the desired and/or unsatisfactory performance, recommendations for improved performance, provisions for assistance to correct such deficiencies and a prescribed time frame for demonstration of improved performance.
16. The assessor shall rate the teacher's overall job performance for the year during the final conference in accordance with Clay Assessment System procedures. The teacher shall be given the opportunity to respond in writing within one week of this conference if he/she disagrees with the evaluation and this written disagreement shall be attached to the evaluation form.
17. In cases where disagreements regarding unsatisfactory evaluations cannot otherwise be resolved, the teacher may file an appeal with the principal or district office instructional director, if applicable, within ten (10) working days of receiving the assessment report. The following process shall be utilized for the appeal.

Level I: Within 10 working days of the Post-observation conference, the teacher requests a joint meeting with the administrator and the County Office supervisor, if applicable, in an effort to resolve the disagreement satisfactorily. The meeting must take place within 5 working days of receipt of the written request from the teacher. Documentation of performance must be provided by the administrator/evaluator. The decision resulting from this meeting must be provided within 3 working days of the meeting.

Level II: Within 10 working days of the decision at Level I, the teacher requests a joint meeting with the administrator/evaluator and a committee designated by the Superintendent. The committee should include six (6) persons comprised of: two (2) teachers in the same subject area as the appellant, the teacher's principal, one other school-based administrator and two (2) district level staff persons. A chairperson, not the Level III administrator, shall be selected by the Superintendent. The committee will meet within 10 working days of receipt of the teacher's request and will review the assessment materials and all information produced at the Level I appeal and interview those individuals they may deem necessary for reaching a decision. The decision must be rendered within 5 working days of the meeting.

Level III: Should the teacher not be satisfied with the results of the Level II appeal, he/she may appeal the decision to the Assistant Superintendent for Human Resources. Such appeal must be placed in writing by the teacher, within 10 working days of the Level II decision and must cite the specific rationale for the appeal. The Assistant Superintendent for Human Resources will review the assessment material and all information produced at the Level II appeal and will interview those individuals he/she may deem necessary for reaching a decision. His/her decision must be rendered within 5 working days of receipt of the teacher's appeal.

18. If, following the statutory 90 calendar day probationary period, the teacher wishes to contest the Superintendent's decision regarding the teacher's continued employment, the appeal procedures specified in the applicable statute shall be followed.

19. The evaluation form shall be ~~completed in triplicate~~ **distributed as follows**: one copy to be retained by the teacher, one copy retained by the supervisor, and one copy (the original) to be sent to the Human Resources Division by March 1 of each year to be examined by the Superintendent for the purpose of reviewing the teacher's contract.
20. The completed evaluation form shall be placed in the staff member's confidential file for a period of one fiscal year after the year of evaluation. Thereafter such evaluation shall become public record.
21. The forms, criteria and methods for evaluation, including final evaluation ratings, shall be prepared by the Superintendent's Clay Assessment System Committee and shall be revised as necessary.

(Section A revised: 07/17/08, 05/19/11)

#### B. Principals

1. The Clay County Performance Appraisal System for School Principals shall be conducted annually by the Superintendent with the assistance ~~for~~ **of** Assistant Superintendents and the Deputy Superintendent. The goals of the appraisal system shall be to appraise the progress, stimulate the development and meet the learning needs of the principal while also meeting the needs of the organization. The appraisal section of the board-approved Human Resources Management Development (HRMD) plan will be the basis for determining eligibility of school-based administrators for pay for performance. It shall be the responsibility of the Principal to become familiar with the criteria to be used in his/her evaluation, and it will be the responsibility of the Human Resource Management Development Committee to recommend criteria and procedures to the Superintendent.
2. Evaluators designated by the Superintendent shall work together and with Principals to determine areas for improvement and to develop an Individual Leadership Development Plan (ILDP) and/or a Professional Development Plan (P.D.P.).
3. The performance appraisal system will be based upon a minimum of two conferences (initial and final). At the beginning of the annual performance appraisal, each evaluator shall hold an initial conference with each Principal to discuss the appraisal process review, performance expectation and begin development of the Individual Leadership Development Plan or Professional Development Plan. Materials developed throughout the year of assessment may be reviewed by the evaluator and discussed with the Principal at any performance appraisal conference. By the final conference, the Evaluator and principal shall sign the Performance Appraisal form based on the criteria assessed during the year. This form shall be reviewed by the Superintendent and a conference shall be held with the Principal if deemed necessary. The original of this form shall be forwarded to and retained by the Human Resources Division, a copy shall be forwarded to the Principal, and a copy given to the Evaluator.

4. The results of the evaluation shall be reviewed by the Superintendent who will make his/her recommendation for reappointment. The Principal shall be permitted to appeal the result of the evaluation at Level I to the evaluator and then to the Level II Appeals Committee. Such committee shall be comprised of another Assistant or Deputy Superintendent who did not appraise the Principal who is appealing, a Principal, selected by the Principal who is appealing and the Assistant Superintendent for Human Resources. Final appeal shall be to the Superintendent. All procedures for the appeal process shall be established in the Performance Appraisal Section of the HRMD Plan.
5. Planning for the next assessment year shall commence upon the completion of the assessment for the current school year. Such planning shall be conducted by the evaluator with the Principal and shall be in conjunction with the Division Heads.

(Section B revised: 6-12-86; 11-01-88, 02/15/96, 10/17/02)

### C. Support Employees

1. Support staff, who are employed in regularly-established positions ~~or limited contract positions for a period of six (6) weeks or longer~~ shall be evaluated annually by supervisory personnel. The purpose of the evaluation shall be to improve the performance of the employee, but also shall be used to assist the administration in making assignments and decisions on promotion and retention. **Limited contract employees must update their Standard online application to reflect their most recent supervisor and receive a satisfactory General Employment Reference from that supervisor to be eligible for re-hire.**
2. Principals are ultimately responsible for the evaluations of all support personnel assigned to their cost center, but may delegate this responsibility to members of the administrative staff or, in the case of evaluations of cafeteria employees, to the cafeteria manager or satellite cafeteria manager. District Office supervisors shall evaluate employees whom they supervise. Principals shall consult district-wide supervisors in the case of the evaluation of school-based employees who are indirectly related to the district-wide supervisors and are encouraged to elicit feedback from other supervisory personnel who come in direct contact with their employees. If the result of an evaluation will be less than satisfactory, the supervisor having the authority to make employment decisions and recommendations shall conduct the evaluation conference.
3. The supervisor shall conduct a pre-evaluation conference with his/her support employees during the first two (2) weeks of the contract year or the first two (2) weeks of the employment of newly employed support personnel. The supervisor shall explain the criteria and the procedure to be used during this pre-evaluation conference.
4. The supervisor shall provide assistance whenever necessary to the employee so that the employee will have the opportunity to make needed improvements in his/her performance or attitude. The NEAT process, described in State Board Rules and Florida Statutes, will be provided all employees as part of this evaluation process.

5. An evaluation conference shall be held by the administrative supervisor with the employee for the purpose discussing the employee's weaknesses, strengths, and the criteria marked in each category. A copy of the signed evaluation shall be provided the employee at the evaluation conference. The employee shall have one (1) week from this conference to respond in writing if he/she disagrees with the evaluation. This written response shall be made part of the employee's evaluation file.
6. An appeal by the employee regarding an evaluation may be made within two (2) weeks following the evaluation conference if the employee can show cause why he/she has reason to believe the evaluation is an inaccurate assessment of his/her performance or attitude. The Assistant Superintendent for Human Resources shall make a determination whether or not such appeal has merit, and, if so, forthwith conduct a hearing on the matter.
7. The forms and amendments to policy and procedure are to be determined by the Support Employee Evaluation Committee and recommended to the Superintendent for consideration. The School Board shall be the final authority for the adoption of changes in forms and policy. The forms shall include a section for the pre-evaluation conference, criteria for evaluation, an overall rating section, sections for comments regarding high and low ratings, section reserved for commendations and improvements to be made, section for a follow-up evaluation, if desired, and a section for the official evaluation conference.
8. The evaluation form shall be completed ~~in quadruplicate~~ **and maintained electronically through the district intranet system.** ~~The original copy shall be placed in the employee's file in the Division of Human Resources, a copy shall be retained by the local supervisor, a copy shall be provided to the district-wide supervisor, and a~~ **A** copy shall be provided to the employee.

(Section C revised: 08-14-86, 10-17-91, 09-17-98, 11-19-02)

D. Administrative/Supervisory

1. The evaluation of district-wide administrative/supervisory personnel shall be conducted annually by the Deputy Superintendent and each Division Head or designee. This evaluation shall be reviewed by the Superintendent who will make an overall recommendation for board appointment after his/her review of the evaluation. The evaluation of the Deputy Superintendent and Division Heads will be conducted annually by the Superintendent.
2. The administrator/supervisor shall be responsible for becoming familiar with the procedure and criteria for their evaluation. At the beginning of the contract year each individual shall sign the pre-evaluation section of the evaluation form, indicating his/her understanding of the evaluation process and criteria.
3. Prior to reappointment for the following contract year, an overall appraisal conference shall be held with each administrator/supervisor for the purpose of discussing job performance. Commendations and areas for improvement shall be noted on the evaluation form and both the evaluator and the person being evaluated



shall sign the form to indicate that this conference was held. At this conference, the evaluator shall submit to the individual a copy of the evaluation form. The original of the form shall be presented to the Superintendent for his/her review and final determination and the evaluator shall retain a copy. The individual being evaluated shall have ten (10) days from the Superintendent's final determination to submit a written reply, which shall be attached to his/her evaluation form. The original copy of the evaluation form along with any attachments shall be submitted to the Human Resources Division to be filed in the individual's permanent file. A copy of the final evaluation shall be distributed to the evaluator and the individual being evaluated.

#### 4. District Level Administrator Appraisal Appeal Process

A district-level administrator who fails to meet mutually agreed upon expectations will be allowed to review the data used to reach this judgment. The administrator may appeal his/her evaluation through a three-step appeal process.

##### a. Appeal Process for Administrator Not Evaluated Directly by the Superintendent

Level I – Within ten (10) working days of the post-observation conference the administrator may request in writing a meeting with his/her appraiser for the purpose of appealing his/her appraisal. The meeting must take place within five (5) working days of receipt of the written request from the administrator. The decision resulting from this meeting must be provided by the appraiser within three (3) working days of the appeal meeting.

Level II – Within ten (10) days of the decision at Level I the administrator may appeal the Level I decision to a committee composed of: (1) the Assistant Superintendent for Human Resources, (2) another Assistant or Deputy Superintendent who did not appraise the administrator appealing, and (3) a Principal selected by the administrator who is appealing. If the Assistant Superintendent or the Deputy Superintendent is the appealing administrator's appraiser, the Superintendent shall designate another district level administrator to serve on this committee. A chairperson shall be selected by the Superintendent. The committee will meet within ten (10) working days of receipt of the administrator's written request for appeal of the Level II decision. The decision from the deliberation of this committee must be rendered within five (5) working days of the meeting.

Level III – Should the administrator not be satisfied with the results of the Level II appeal, he/she may appeal the decision to the Superintendent. Such appeal shall be made in writing by the administrator within ten (10) working days of the Level II decision and must cite the rationale for the appeal. The Superintendent will review the appraisal information, and all information produced at the Level II appeal, and will render a judgment within five (5) working days of receipt of the administrator's appeal.

##### b. Appeal Process for Administrator Evaluated Directly by the Superintendent



Level I – Within ten (10) working days of the post-observation conference the administrator may request in writing a meeting with the Superintendent for the purpose of appealing his/her appraisal. The meeting must take place within five (5) working days of receipt of the written request from the administrator. The decision resulting from this meeting must be provided by the appraiser within three (3) working days of the appeal meeting.

Level II – Within ten (10) days of the decision at Level I the administrator may appeal the Level I decision to a committee composed of: (1) the Deputy Superintendent, (2) another Assistant Superintendent who did not appraise the administrator appealing, and (3) a Principal/Administrator selected by the administrator who is appealing. The Deputy Superintendent shall serve as chairperson of this committee. If the Deputy Superintendent is the administrator appealing, the Superintendent shall designate a new chairperson and another district level administrator to serve on this committee. The committee will meet within ten (10) working days of receipt of the administrator's written request for appeal of the Level II decision. The decision from the deliberation of this committee must be rendered within five (5) working days of the meeting.

Level III – Should the administrator not be satisfied with the results of the Level II appeal, he/she may appeal the decision to the Assistant Superintendent for Human Resources. Such appeal shall be made in writing by the administrator within ten (10) working days of the Level II decision and must cite the rationale for the appeal. The Assistant Superintendent will review the appraisal information and all information produced at the Level II appeal and will render a judgment within five (5) working days of receipt of the administrator's appeal.

5. All District Level Administrators will be evaluated annually through use of the District Level Administrator Evaluation form. In addition, the appraiser may require use of an Administrator Professional Development Plan (PDP) to improve performance.
6. The handbook of each school includes the process the county uses to allow parents or teachers input as to their concerns about administrators. It is clear that any parent or teacher who has a concern about an administrator should put that concern in writing. The concern will then be investigated by the administrator's supervisor. If the result of the investigation warrants any disciplinary action, then that action will be taken. That action could include input into the administrator's evaluation document. Clay County district policy states that any administrator with an unsatisfactory evaluation for the year will not receive a pay increase the following year. The Superintendent is also responsible for making the final recommendation to the School Board for reappointment of all administrative staff based, partially, upon the results of the appraisal process.

(Ref. F.S. 1012.34; 1012.31) (Adopted: 01-08-81, 04-21-82, 10-14-82, Section B, Principals revised 06-12-86, 11-01-88. Section: Support Employees rev. 08-14-86, Section A, Teacher rev. 06-16-88,

## 2.27 ALLOCATION OF STAFF RESOURCES

- A. The School Board shall establish and maintain, ~~if at all~~ **when** possible, student-~~/teacher~~ ratios ~~within the standards of the Southern Association of Colleges and Schools (SACS)~~ **in compliance with statutory provisions.**
- B. The Superintendent will recommend allocations annually to the Board based on ~~the Guidelines for Staffing Instructional Programs and the Student Support Staffing Report. Included will be procedures for the allocation and reallocation of staff. The procedures should allow district level administrators to recognize and encourage school site decision making in these matters~~ **projected student enrollment and identified needs of the schools and district.**

## 2.28 ADMINISTRATIVE/CONFIDENTIAL EMPLOYEE SICK LEAVE BANK

### A. Committee

A sick leave bank shall be established for participating employees paid on the Administrative/Managerial/Confidential salary grades/schedules. Such bank shall be administered by a committee composed of three (3) persons selected by the Superintendent, which shall adhere to all rules, laws and regulations in effect.

### B. Membership

Any administrator or confidential employee who has been employed a minimum of one (1) year in Clay County and who has an accumulation of a minimum of ten (10) days of sick leave on record shall be eligible for membership in the bank. Such membership and participation shall, at all time, be voluntary. Each participating employee shall contribute three (3) days of earned sick leave during the first thirty (30) working days of the fiscal year. These days shall not be returned to the employee unless the bank fails to come into existence in accordance with the following rules: No further contributions to the bank shall be necessary except as provided below for the replenishment of the bank.

### C. Procedures and Audit

The sick leave bank committee shall consult with and comply with procedures developed by the Human Resources Division and Business Affairs Division regarding the identifying and recording of contributions. Such record keeping and procedures shall be audited by these Divisions in insure compliance with regulations.

### D. Bank Rules

- 1. The sick leave bank shall have a minimum of one hundred fifty (150) days on deposit before being activated. At no time shall the balance of the days on deposit fall below zero (0).

2. In the event the balance of days on deposit falls below seventy-five (75) days during a fiscal year, all participating members shall contribute two (2) additional days during the first thirty (30) working days of the next fiscal year in order to replenish the bank to the level established in D.1 above for reactivation. Any employee not contributing under this provision shall be considered to have dropped his/her membership and shall not have his/her previously contributed days returned. The two (2) days contributed under this Section (D.2.) shall not be returned to the employee unless the bank fails to be reactivated.

3. Use and Application

- a. Sick leave drawn from the bank by participating members must be used for said members' prolonged personal illness, accident, or injury.
- b. No member shall be eligible to use the bank until he/she has exhausted all accumulated sick leave and annual leave on record.
- c. Any member wishing to use the bank must have been a member of the bank for at least thirty (30) working days before contraction of the illness unless waived in the case of extreme emergency by the committee. In addition, the member must have been absent for a minimum of fifteen (15) consecutive workdays of which five (5) have been without pay.
- d. No member shall be eligible to draw more than thirty (30) days from the bank during any school year.
- e. Any member applying for days from the sick leave bank must file with the committee an application. This application must be accompanied by a doctor's statement certifying the illness or disability and the necessity for the extended leave. The member must certify in the application the date leave began, the date leave will be exhausted, and the date on which the sick leave bank is requested. The committee reserves the right to request a second medical opinion at the cost of the applicant.
- f. No member shall be permitted to use the sick leave bank if he/she is on injury or illness in the line of duty or drawing workers' compensation.

4. Abuse

If a member is found to have abused the use of the sick leave bank, he/she shall repay the days drawn from the bank and be subject to such other disciplinary action as determined by the School Board.

5. Withdrawal from Sick Leave Bank

Administrators wishing to withdraw membership in the bank shall not have their contributed sick leave days returned.

(Ref. F.S. ~~1012.63~~ [1012.61](#)) (Adopted: 3-10-83, 2-20-92, 11-22-94, 1-18-96)

**2.29 USE OF INTERNAL FACILITIES TO PROMOTE ELECTION ACTIVITIES DURING ELECTION PERIOD PROHIBITED**

No facility, publication, document or other informational paper prepared by or distributed through the Clay County School System shall be used in any manner that promotes any candidate for election to public office from the date any such candidate qualifies for public office until the date of final election for such office. This provision shall not be construed to prohibit publication or distribution of documents containing the name of any such candidate whose name has appeared regularly on said documents throughout the year so long as there is no change in the volume of documents or in the presentation of the names.

(Ref. F.S. 1001.41) Adopted: 11-19-91)

**2.30 EMPLOYEES, PROHIBITED ACTIONS**

- A. No employee of the school district shall, either directly or indirectly through a business organization in which the employee, his spouse or child has a material interest, lease or sell any goods or services to the district or to any school related organization in the district. In addition, in the case of district level employees, this prohibition includes all schools in the district. In the case of school-based employees, such transactions with the employee’s own school are prohibited.

No employee of the school district, acting on behalf of the district of a school, shall either purchase or recommend the purchase of goods or services from a business organization in which the employee, his spouse or child has a material interest.

For purposes of this Rule, “material interest” shall be defined as direct or indirect ownership of more than five (5) percent of the total assets or capital stock of any business entity. (F.S. 112.312(15))

No employee of the school district shall, at any time, misuse privileged information or his/her position for the purpose of personal financial gain. No employee of the school district shall solicit or sell goods or services to district employees or students during the employee’s scheduled work time.

Any employee in violation of this policy may be subject to disciplinary action.

- B. No employee of the School Board, without prior approval by the School Board, shall participate in an advertisement or public announcement in which it is made to appear that the employee is speaking for, or on behalf of, the Clay County School System or any element thereof.
- C. No employee shall accept compensation from a publisher of instructional materials for services rendered by that employee to the Clay County School System. Any employee who, during the same fiscal year, has accepted compensation from a publisher of instructional materials for services rendered outside of the Clay County School System is prohibited from promoting the sale of that publisher’s materials within the Clay County School System. The employee is prohibited from:

1. Voting or participating in any committee discussion in the Clay County School System regarding the publisher's instructional materials;
2. Providing training for Clay County school personnel regarding said publisher's materials, unless the decision has already been made to purchase said materials for use by the personnel receiving the training.

No employee shall promote or sell, within the district or during any school system-sponsored activity, any book or other instructional material authored and/or published by that employee.

(Ref. F.S. 1001.41; 112.312; 112.313, 1001.42, SBR 6B-1.006, Adopted: 3-17-94, Amended: 8-17-95)

### **2.31 EMERGENCY CLOSING OF SCHOOLS AND/OR DISTRICT FACILITIES**

In the event the Superintendent finds it necessary to close a school(s) and/or district ~~facility(ies)~~ **facilities** due to an emergency and to prohibit employees' work attendance during the closed day(s), the following guidelines shall be utilized:

#### **A. Emergency Closing During 180-Day School Year or During Summer School**

1. If students are required to make up day(s) lost due to an emergency, the Board shall schedule such make up day(s):
  - a. on a teacher planning or inservice day;
  - b. on a school holiday; or
  - c. by extending student attendance hours on the necessary number of remaining school days.

If no such days remain in the fiscal year during which the emergency occurs, students shall make up the day(s) at the end of the school year or summer term.

2. All personnel who were prohibited from working during the emergency closing shall report to work on the scheduled make up days(s). If additional hours are added to student attendance days in order to make up the closed day(s), employees who work directly with students and all administrators shall work those additional hours. Overtime procedures and requirements will apply to hourly employees required to work beyond their normal number of work hours.
3. If the make-up time(s) scheduled by the Board were already scheduled as regular working time(s) for any employee group, that employee group shall not be required to work additional time in order to make up the closed, emergency days. The time during which regular employees are not allowed to report to work, per their established schedules, due to emergencies shall be considered paid emergency leave time and shall NOT be counted against any other type of leave available to these employees.

#### **B. Emergency Closing During Time School is NOT in Session**

If employees are prohibited from coming to work because of a Superintendent-declared emergency during times when school is not in session, the lost time shall be designated as paid emergency leave. Such leave will not be deducted from the employee's sick leave, and the employees shall not be required to make up the time designated as emergency leave time.

- C. If an employee were granted pre-approved leave for the time his/her school or facility was closed due to an emergency, that leave shall be re-designated as paid emergency leave.
- D. All employees required, by their supervisors, to work during an emergency closing shall be paid one and one-half times their normal hourly rate of pay for each hour worked during the closing. This rate of pay shall apply regardless of where the employee is assigned to work, by the supervisor, during the emergency closing. Total compensation paid an individual during emergency closings shall not exceed one and one-half times the normal hourly rate of pay inclusive of paid emergency leave and payment for hours actually worked. These employees will not be required to report to work on make-up days unless such days are already part of their regular work calendar.

(F.S. 1001.49; 1011.60; SBR 6A-1.09533 Adopted: 10-17-96, Amended: 11-16-99)

## **2.32 USE OF REASONABLE FORCE**

As provided by Florida Statute 1006.11, this policy establishes the standards for the use of reasonable force by Clay County school personnel. Such use shall be for the purpose of establishing and maintaining a safe and orderly learning environment and shall provide guidance to school personnel in dealing with disruptions to that environment.

- A. Definition of Terms: The following definitions apply to terms used in this policy:

Learning Environment: All events and activities authorized by the School Board requiring an employee to be on duty in/out of the classroom setting.

Orderly: Devoid of disruption or violence; peaceful. An orderly environment is one in which learning can take place.

Disruption: An interruption of or impediment to the usual course of harmony.

Reasonable Force: Appropriate professional conduct including physical force as necessary to maintain a safe and orderly learning environment.

Safe: Preventing injury or loss of life; a safe environment is one in which persons are protected from injury or threat of injury.

School Personnel: Employee/individual hired by the School Board.

- B. Conditions that may require use of reasonable force:

While the use of physical force may be needed at times in order to ensure a safe and orderly learning environment, alternatives to such force should be attempted, time permitting.

The use of reasonable force is permitted to protect students from:

1. conditions harmful to learning;
2. conditions harmful to students' mental health;
3. conditions harmful to students' physical health;
4. conditions harmful to safety;
5. other conditions which, in the judgment of on-site employee(s), threaten the safety and welfare of students or adults.

C. Guidelines for the determination of "reasonableness" of force:

When school personnel employ physical force in order to maintain or restore safety and/or order to a situation, determinants as to the reasonableness of such force shall include, but not be limited to:

1. severity of offense(s);
2. size and physical condition of participant(s);
3. patterns of behavior;
4. potential danger, physical and other;
5. availability of assistance;
6. other circumstances surrounding offense; and
7. actions taken prior to use of physical force.

D. Other factors:

1. Reasonable force cannot be excessive or cruel or unusual in nature.
2. Physical force being used should cease upon the restoration of a safe and orderly environment.
3. Nothing in this policy should be construed as addressing Clay County School Board policy(ies) on corporal punishment.
4. Use of these guidelines shall provide guidance to school personnel in receiving the limitations on liability specified by Florida Statutes.

(Ref. F.S. 1006.11; Adopted: 11/18/97)

### 2.33 VOLUNTEERS

- A. A volunteer is defined as any individual who assists in any school program without pay. School volunteers may include, but not be limited to, parents, senior citizens, students, grandparents, and others who assist the teacher or other members of the school staff.
- B. Volunteers will work within the guidelines established by the superintendent and the school administration and will work under the supervision of teachers and school staff members.
- C. As provided by Florida State School Board Rules, the principal of the school shall ensure that each volunteer and the supervising teacher or coordinator possess a clear understanding of state and district rules and policies relevant to volunteer responsibilities.
- D. The principal of the school shall ensure that:
  - 1. Volunteers do not pose a threat to the health, safety or welfare of the students or faculty members. The principal shall evaluate the background and acceptability of each volunteer as deemed necessary and may exclude anyone from volunteer service that he/she considers, for any reason, to be unacceptable.
  - 2. When a volunteer is assigned duties requiring knowledge of rules, regulations or policies of a special nature, the staff member to whom the volunteer is assigned will ascertain that the volunteer possesses the necessary knowledge to perform such duties in a proper and reasonable manner.
  - 3. When a volunteer is expected to assume responsibility for assisting a teacher in promoting student learning, the volunteer possesses a clear understanding of all state and district instructional practices and policies relevant to volunteer responsibilities.
  - 4. When a volunteer is assigned duties requiring knowledge of instructional practices and policies of a specialized nature, the instructional staff member whom he or she is assisting ascertains in advance that the volunteer possesses the necessary knowledge.
  - 5. Volunteers will complete a period of supervised practice each time a new assignment is introduced.
  - 6. Accurate records of service, duties and training are maintained.
  - 7. The volunteer clearly understands the type of performance or behavior which the students are expected to demonstrate during the time the volunteer is working with them.
  - 8. Volunteers understand that they may not:
    - a. Establish educational objectives;
    - b. Make decisions regarding the relevancy of certain activities or procedures to the attainment of instructional objectives;



- c. Make decisions regarding the appropriateness of certain teaching materials of accomplishing instructional objectives;
  - d. Make judgments regarding the attainment of instructional objectives unless these judgments are based upon clear and objective criteria;
  - e. Have access to permanent student records and/or student grades;
  - f. Give medication to students;
  - g. Discipline students;
  - h. Bring preschoolers or children not registered at the school where they volunteer except with the express permission of the principal of the school where they volunteer.
- E. Volunteers, who act as mentors to students or others at the request of the principal, are subject to background checks.

(Ref. F.S. 1000.21; 1002.22; 1006.061; SBR 6A-1.070)(Approved: 11/17/98, Amended: 12/17/09)

## **2.34 SCHOOL BOARD EMPLOYEES WITH COMMUNICABLE DISEASES INCLUDING HIV, AIDS**

- A. It is the School Board's intent to protect employees and students from exposure to infectious diseases, to risk occasioned by infectious diseases, and to provide reasonable accommodations to infected School Board employees.
- B. It is recognized that employees with any illness, may wish to continue to work. As long as employees are able to perform the essential functions of the job at ~~meet~~ acceptable performance standards, and ~~medical evidence indicates that their condition is~~ they are not a direct threat to themselves nor to others, they shall be assured continued employment as would any other employees. If it becomes necessary, reasonable accommodations shall be made to enable the qualified individual to continue to work. An employee of the School Board who has a medical diagnosis of a communicable disease is encouraged to notify his/her supervisor that such a condition exists and, if necessary, to request consideration of the provision of reasonable accommodations.
- C. As is the case of all employees, if, based on objective factors, the supervisor reasonably believes that the employee is unable to safely and satisfactorily perform the essential functions of his or her job ~~his/her complete duties and responsibilities~~, the Superintendent may require the employee to submit to medical examination by a physician chosen and paid for by the district.
- D. The fitness-for-duty medical information shall be obtained from a qualified health care or rehabilitation professional. The medical information must include, ~~at least,~~ the employee's ~~diagnosis, prognosis, and~~ functional limitations, an assessment of the degree of risk and severity of harm posed by the employee's disease, and an explanation of the need for reasonable accommodations.

- E. The medical information will be reviewed by a committee comprised of the employee, the Assistant Superintendent for Human Resources or designee, the employee's supervisor, a Clay County Public Health official and, if the employee desires and at the employee's expense, his/her personal physician. The committee shall evaluate the information available, take into account reasonable medical judgment that relies on the most current medical knowledge and/or the best available objective evidence, and determine whether or not the employee's condition poses a direct threat to himself or others. Each case shall be handled on its own merits, with consideration given to the degree of risk and probable harm posed by the employee's condition and the imminence and duration of the risk.
- F. The committee shall also determine the need for reasonable accommodations in order to allow the otherwise qualified employee to continue to perform the essential functions of his/her job. The identification of accommodations to be provided and recommendations regarding periodic medical and/or committee reevaluations shall also be the responsibility of the committee.
- G. All information regarding these matters shall be held in strict confidence ~~and released only to those who have a legitimate need to know~~. The recommendations of the committee and all medical records provided shall be maintained in the employee's confidential file, separate from other personnel records.
- H. Employees of the board may not be compelled or required to reveal, disclose or report that they have been tested for and/or determined to be infected by the HIV or AIDS, submit to testing, or provide fitness-for-duty medical information for HIV.

(Ref. F.S. 1000.05; 1001.41; 1001.42; 760.50)(Adopted: 05/17/01) (Amended: 07/18/02)

### **2.35 ANTI-FRAUD**

- A. It is the policy of the School Board that the commission of fraud and/ or fraudulent acts or concealment of fraud by any employee of the school district will not be tolerated. This policy applies to any fraud, suspected or observed, involving district staff/employees, outside support organizations, vendors, contractors, volunteers, and/or outside agencies doing business with the School Board, and any other persons or organizations in a position to commit fraud in carrying out their relation with the district and the School Board.
- B. Fraud is defined as the intentional falsification, misrepresentation or concealment of facts, by or at the direction of a district employee, acting in his/her capacity as a school district employee, for the purpose of obtaining some benefit for the employee or any other person or to induce another person to act to his/her detriment or the detriment of the school district.
- C. Fraud includes but is not limited to the following: lying to obtain material benefit; embezzlement; theft of property, funds or services; misappropriation and/or personal use of school district funds, property or equipment; collusion with third parties for their benefit and to the detriment of the district; falsifying, altering or forging school district, state or other government agency documents, forms or reports; accepting bribes, gifts or

other favors from any person or organization under circumstances that indicate that the gift or favor was intended to influence the employee's decision making.

- D. All employees of the district have an affirmative obligation to report fraud to their supervisor or, if the circumstances warrant, directly to the Superintendent of Schools. Any employee who reports fraud in good faith shall not be subject to recrimination for having made the report. Individuals who knowingly make a false report of fraud shall be subject to discipline. Failure to report known fraudulent acts or acts that reasonably appear to constitute fraud may be grounds for discipline.
- E. All allegations of fraud will be investigated by the appropriate district staff and will be reported to law enforcement if there is cause to believe that a criminal offense has occurred. Any investigation required shall be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to the district or any other employee of the district. Employees who are determined to have committed a fraudulent act as defined herein shall be subject to discipline, up to and including dismissal. Any non-employee identified in paragraph 1 above who is determined to have committed fraud as defined herein shall be permanently barred from further association or business relations with the district. Employees who are dismissed shall not be eligible for rehire.
- F. The Superintendent, working in conjunction with the Internal Auditor, external auditors, and district staff will ensure that appropriate internal controls are in place to diminish the opportunities for theft, embezzlement and other fraudulent acts by employees. Such internal controls shall be reviewed and revised as necessary including but not limited to such times as an employee has been found to have committed fraud.
- G. Employees having been found to have committed or concealed fraud shall be disciplined as set forth in Human Resources Policy 2.17 (A)(4).

STATUTORY AUTHORITY: 1001.32, 1001.41, 1001.42, 1001.43, Florida Statutes

LAWS IMPLEMENTED: 1001.42, 1001.43, Florida Statutes (Adopted: 09/17/09)

## **2.36 FIREARMS AND CHEMICAL WEAPONS**

### **A. Firearm Possession**

Notwithstanding the provisions of any Florida Statute to the contrary, possession of a firearm or antique firearm, as defined in Fla. Stat. 790.001, on school property is prohibited. For purposes of this policy possession is defined to include, but not limited to, maintenance of a securely encased firearm or antique firearm in the locked or unlocked truck, interior passenger compartment or interior or exterior storage compartment or a motor vehicle which is occupied or unoccupied and is either moving, standing or parked on school property, including but not limited to areas designated for motor vehicle operation or designated for motor vehicle parking. For purposes of this policy "school" is defined to include any pre-school facility, elementary school, middle school, junior high school, K-8 school, high school, secondary school, career center, post

secondary school or any other facility owned or operated by the School Board for the purpose of educating students regardless of their age or grade level.

The prohibitions of this policy shall not apply to antique firearms as defined by Fla. Stat. 790.001 et seq, when the possession of said antique firearm is specifically authorized for legitimate education purposes by the Superintendent of schools. The prohibitions of this policy shall not apply to state or local law enforcement officers who are authorized by law to possess and carry firearms.

B. Defensive Chemical Sprays

Employees may possess and carry a self-defense chemical spray, as defined by Fla. Stat. 790.001(3) (b), on school property. Said self-defense chemical spray must be carried solely for the purpose of self-defense, must be compact in size, must be designed to be carried on or about the person and must contain no more than two (2) ounces of chemical. Any employee who carries a self-defense chemical spray shall not recklessly display said spray container, publish to students or any other person other than the site administrator the fact that such a spray is carried or brandish said spray container except in a self-defense situation.

(F.S. 790.001, 790.001(3)(b): Adopted: 12/16/10)