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## HUMAN RESOURCES PROCEDURE MANUAL

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Santa Rosa County District Schools



JULY 1, 2021

SANTA ROSA COUNTY SCHOOLS  
Dr. Karen Barber, Superintendent

SANTA ROSA COUNTY SCHOOL BOARD  
HUMAN RESOURCE PROCEDURES MANUAL  
TABLE OF CONTENTS

<b>A. Code of Ethics</b>	<b>5</b>
A1. Principles of Professional Conduct for the Education Profession in Florida	5
A1.1. Florida Educator Ethical Principles	5
A1.2. Florida Educator Disciplinary Principles	5
A2. Santa Rosa County <u>District Schools</u> Code of Ethical Standards for Santa Rosa County <u>District School</u> Personnel	7
A2.1. Introduction	8
A2.2. Ethical Standards	8
A2.3. Enforcement Procedures	10
A2.4. Violations of Code of Ethical Standards	11
A2.5. Conclusion	12
Each member of the administrative and instructional staff shall receive a copy of the adopted Code of Ethics and shall read and abide by the code.	
<b>B. Procedures for Filling Vacant Positions</b>	<b>12</b>
B1. Instructional Employment Defined	12
B1.1. Instructional Contracts Defined	13
B1.2. Instructional Application Procedure Flow Chart	14
B1.3. Checklist for Filling Instructional Positions	15
B1.4. Quick Tips for Interviews	16
B1.5. Selection Procedures/Instructional Personnel	17
B2. Educational Support Positions Defined	18
B2.1. Educational Support Application Procedure Flow Chart	19
B2.2. Checklist for Administrators for Filling Educational Support Positions	20
B2.3. Educational Support Applicant Instruction Sheet	21
B2.4. Educational Support Selection Process	21
B2.5. Criteria for Application Evaluation	32
B2.6. Upgrade/Promotion Within a Work Site	35
B3. Administrative Positions	36
B3.1. Administrative Appointments and Reappointments	36
B3.2. Administrative Staff - General Requirements for Employment	37

B3.3. Administrative Interns	38
B4. Supplemental Positions	38
B4.1. Definition	38
B4.2. Selection Process	38
<b>C. Operational Procedures</b>	39
C1. Administrative/Teacher Certification	39
C1.1. Steps for Monitoring Teacher Certification/Out-of-Field	39
C1.2. Employment and Mastery of General Knowledge	40
C1.3. Alternative Certification	40
C1.4. In-Field Certification	41
C1.5. Santa Rosa County District School In-Filed Evaluation	41
C1.6. Procedures for Florida Educator Certification	41
C1.7. The Professional Certificate	42
C1.8. Direct Routes to a Professional Certificate	42
C1.9. Implementation	42
C1.10. Renewal of a Professional Certificate	43
C1.11. Banking of ESOL/Reading Credit/SWD Credit	44
C1.12. Endorsement Certification	44
C1.13. District Certificates Summary	46
C1.14. Junior Reserve Officer Training Corps (JROTC)	54
C2. Employee Contracts	55
C2.1. Probationary Contract	55
C2.2. Annual Contract	55
C2.3. Professional Service Contract	55
C2.4. Continuing Contract	55
C2.5. Administrative Contract	56
C2.6. Supplemental Contracts	56
C3. Salary Schedules	61
C3.1a. Experience for Salary Purposes/Experience Types	62
C3.1b. Vocational/Non-Degreed	62
C3.2. Payment for Advanced Degrees	63
C4. Other Employee Responsibilities	68

C4.1. Conflict of Interest	70
C5. Educational Support	70
C5.1. Hours of Work for Educational Support Employees	70
C5.1a. Work Hours Defined	71
C5.1b. Overtime	72
C5.1c. Record Keeping	73
C5.2. Holidays and Other Authorized Activities	73
C5.3. Disciplinary Action (Reference Laws of Florida 79.561)	75
C5.4. Seniority/Retention	81
C5.5. Classified Pay Plan	83
C6. Transfer Procedures	86
C6.1. Administrative	86
C6.2. Instructional	86
C6.3. Educational Support	86
C7. Leave Types/Procedures	86
C7.1. Leave of Absence	86
C7.2. Annual Leave	88
C7.3. Family Medical Leave	89
C7.4. Illness in Line-of-Duty Leave	93
C7.5. Jury/Witness Duty	95
C7.6. Maternity Leave	96
C7.7. Political Campaign Leave	97
C7.8. Military Leave	97
C7.9. Personal Leave	98
C7.9a. Administrators	98
C7.9b. Instructional	98
C7.9c. Educational Support	99
C7.10 Professional Leave	99
C7.11 Sick Leave	100
C7.11a. Administrator Sick Leave Policy	101
C7.11b. Instructional Sick Leave Policy	101
C7.11c. Educational Support Sick Leave Policy	101
C7.11d. Instructional/Ed Support Transfer of Sick Leave	102

C7.12. Temporary Duty Leave	102
C7.13. Calculating Paychecks - Extended Pay Without Leave	103
C8. Sick Leave Bank/Donation of Leave	104
C8.1. Administrator Sick Leave Bank	104
C8.2. Instructional Sick Leave Bank	105
C8.3. Educational Support Sick Leave Bank	106
C8.4. Donation of Leave to Sick Leave Bank	107
C8.5 Family Member Leave Donation	107
C9. Retirement	108
C9.1.a. Pension Plan	108
C9.1 b. Investment Plan	108
C9.1 c. Early Retirement	108
C9.1 d. Disability Retirement	108
C10. Terminal Pay Benefits	109
C10.1. Sick Leave/Annual Leave Terminal Pay Benefits	110
C10.2. DROP	111
C11. Drug Free/Tobacco Free Workplace Policies and Procedures	113
C11.1. Drug Testing	113
C11.2. Tobacco Free School District Policy	113
<b>D. Grievance Procedures</b>	114
D1. Non-Discrimination Policy/Grievance Procedures	114
D2. Americans with Disabilities Act Non-Discrimination/Grievance Procedures	114
<b>E. Public Records Request Policy</b>	116
<b>F. Fingerprinting Procedures and Verification Process</b>	118
<b>G. Hiring Guidelines for Contractors/Vendors</b>	121
<b>H. SRCDS Minimum Driver Qualifications</b>	126
<b>I. Appendix</b>	129

## **A. Code of Ethics**

### **A1. Principles of Professional Conduct for the Education Profession in Florida**

6A-10.081 Principles of Professional Conduct for the Education Profession in Florida.

#### **A1.1. Florida educators shall be guided by the following ethical principles:**

- a. The educator values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.
- b. The educator's primary professional concern will always be for the student and for the development of the student's potential. The educator will therefore strive for professional growth and will seek to exercise the best professional judgment and integrity.
- c. I am aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community, the educator strives to achieve and sustain the highest degree of ethical conduct.

#### **A1.2. Florida educators shall comply with the following disciplinary principles.**

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.

- a. Obligation to the student requires that the individual:
  1. 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.
  2. Shall not unreasonably restrain a student from independent action in pursuit of learning.
  3. Shall not unreasonably deny a student access to diverse points of view.
  4. Shall not intentionally suppress or distort subject matter relevant to a student's academic program.
  5. Shall not intentionally expose a student to unnecessary embarrassment or disparagement.
  6. Shall not intentionally violate or deny a student's legal rights.
  7. Shall not harass or discriminate against any student on the basis of race, color, religion, gender, 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.
  8. Shall not exploit a relationship with a student for personal gain or advantage.

9. Shall keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
- b. Obligation to the public requires that the individual:
  1. Shall take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated.
  2. Shall not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression.
  3. Shall not use institutional privileges for personal gain or advantage.
  4. Shall accept no gratuity, gift, or favor that might influence professional judgment.
  5. Shall offer no gratuity, gift, or favor to obtain special advantages.
- c. Obligation to the profession of education requires that the individual:
  1. Shall maintain honesty in all professional dealings.
  2. Shall not on the basis of race, color, religion, gender, 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.
  3. Shall not interfere with a colleague's exercise of political or civil rights and responsibilities.
  4. 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.
  5. Shall not make malicious or intentionally false statements about a colleague.
  6. Shall not use coercive means or promise special treatment to influence professional judgments of colleagues.
  7. Shall not misrepresent one's own professional qualifications.
  8. Shall not submit fraudulent information on any document in connection with professional activities.
  9. 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.
  10. Shall not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
  11. 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.

12. 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.
13. Shall self-report within forty-eight (48) hours to appropriate authorities (as determined by district) 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 forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of Sections 943.0585(4)I and 943.059(4)I, F.S.
14. 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 Section 1012.795(1), F.S.
15. 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 Section 1012.795(1), F.S.
16. 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.
17. Shall, as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.

*Rulemaking Authority 1001.02, 1012.795(1)(j) FS. Law Implemented 1012.795 FS. History—New 7-6-82, Amended 12-20-83, Formerly 6B-1.06, Amended 8-10-92, 12-29-98, Formerly 6B-1.006, Amended 3-23-16. **Adams v. State of Florida Professional Practices Council, 406 So2nd 1170 Fla. 1<sup>st</sup> DCA 1981***

“By virtue of their leadership capacity, teachers are traditionally held to a high moral standard in a community.”

**FOR FURTHER INFORMATION CALL OR WRITE:**

Florida Department of Education

Email: [Commissioner@mail.fldoe.org](mailto:Commissioner@mail.fldoe.org)

Office of Professional Practices Services

Commissioner of Education

Ralph Turlington Building, Suite 323

Florida Department of Education

325 West Gaines Street, Tallahassee, FL 32399

[www.myfloridateacher.com](http://www.myfloridateacher.com)

(850) 245-0441

**A2. Santa Rosa County School District Code of Ethical Standards for Santa Rosa County School District Personnel**



## **A2.1 Introduction**

- a. The Santa Rosa County District School Board is committed to providing a quality educational experience for all of its students. In order to meet this goal, all school district employees are expected to comply with this Code of Ethical Standards. The Santa Rosa County District School Board believes high ethical standards are an essential requirement of all employees
- b. It is the duty of all school district personnel to uphold these standards and to report any case of alleged misconduct by instructional personnel, staff members or administrators that affects the health, safety, or welfare of a student.
- c. In addition to upholding the Santa Rosa County School District Code of Ethical Standards, all school district personnel are required to comply with the guidelines set forth in the Principles of Professional Conduct of the Education Profession in Florida. These guidelines are reviewed with all school district personnel, at the beginning of each school year. See School Board Policy 6.27.
- d. All Santa Rosa County School District personnel will be required to complete training regarding the standards set forth in this Code of Ethical Standards including reporting procedures and penalties for noncompliance.
- e. This Code of Ethical Standards applies to full and part time instructional personnel and administrators, as defined in Florida Statute Section 1012.01 as well as any other school board employee.
- f. This Santa Rosa County School District Code of Ethical Standards meets the requirements set forth in State Statute 1001.42 and 1012.796 (1)(d). Should any conflict arise between this policy and Florida Statutes or Administrative Code, the Statutes and/or Code will prevail.

## **A2.2 Section 2 Ethical Standards**

The Santa Rosa County District School Board requires all school district personnel to:

- a. Comply with and enforce the policy of nondiscrimination of employees and students. This policy prohibits discrimination based on race, color, religion, gender, age, marital status, disability, political or religious beliefs and national or ethnic origin. This policy also prohibits all forms of harassment, including sexual harassment. See School Board Policy 2.70 for definitions and complaint procedures.
- b. Comply with Florida Statute Section 1006.061 requiring the reporting of child abuse, neglect, or abandonment. See School Board Policy 2.80 for definitions and reporting guidelines.
- c. Comply with the State of Florida law requiring the reporting of educator misconduct as outlined in the Ethics in Education Act. See Florida Statute Section 1012.796.
- d. Comply with all provisions of the Santa Rosa County School District Code of Ethics & Principles of Professional Conduct for the Education Profession in Florida, Florida Administrative Code, Section 6A-10.081.
- e. Uphold the values and obligations of the Principles of Professional Conduct of the Education Profession in Florida, Florida Administrative Code, Section 6A-10.081.

- f. Comply with the Santa Rosa County School District Policy 6.33, Alcohol and Drug-Free Workplace. This policy prohibits employees from being on duty and possessing, using, distributing or being under the influence of alcohol, marijuana or any drug not prescribed for the employee.
- g. Comply with the Santa Rosa County School District Policy 2.90, which prohibits the use of tobacco in any form in any district owned facility or property, vehicle, or at district sponsored or district regulated events.
- h. Provide for a safe and secure learning environment for students. This includes all activities during school hours and any other school sponsored activities. Employees are expected to be knowledgeable of emergency plans and safety procedures and properly implement these plans when necessary. See School Board Policy 3.40
- i. Enforce rules and policies of the Santa Rosa County School District as stated in the Code of Student Conduct. Each employee as designated by the school principal has the responsibility and authority for control and supervision of students. See School Board Policy 5.30.
- j. Comply with all copyright laws as defined in Santa Rosa County School District Policy 3.52.
- k. Maintain accurate records and file reports as required by statutes and rules of the State Board of Education and Santa Rosa County School District. These reports include but are not limited to student grades and attendance, mandated testing, property inventory, discipline records, and school funds forms.
- l. Comply with Santa Rosa County School District policy on telephone calls, electronic communication and facsimiles. See School Board Policy 6.32.
- m. Comply with Santa Rosa County School District Acceptable Use Policy for employees in the use of computer hardware and software programs
- n. Comply with all other Santa Rosa County School District Policies and Procedures.
- o. Maintain a regular pattern of attendance and comply with Santa Rosa County School District leave guidelines which are outlined in the Human Resource Procedures Manual. See Section C7 of the HRPM.
- p. Avoid conflicts of interest in the purchase, rent or lease of any realty, goods or services from which the employee or the employee's spouse or child has a material interest. See School Board Policy 6.301.
- q. Avoid conducting personal business on school time. See School Board Policy 6.38.
- r. Avoid soliciting support for any political candidate during regular working hours. See School Board Policy 6.34.
- s. Maintain the confidentiality of records and reports including student related data required by state statute. However, a district School Board, or any of its employees, may not enter into a confidentiality agreement regarding instructional personnel, staff members or administrators who are terminated, dismissed, or resign in lieu of termination, based in whole or in part on misconduct that affects the health, safety, or welfare of a student. Likewise, a district School Board, or any of its employees, may not provide employment references or discuss instructional personnel, staff member

or administrators' performance with prospective employers in another educational setting, without disclosing the misconduct.

- t. Comply with Santa Rosa County School District policy regarding anti-fraud.

*See School Board Policy 7.65.*

### **A2.3 Section 3 Enforcement Procedures – See School Board Policy 6.29**

- a. It is the responsibility of all Santa Rosa County School District administrators, instructional personnel, and staff members to report any actual or suspected violation of this Code of Ethical Standards or the State of Florida Principles of Professional Conduct for the Education Profession in Florida as follows:
  - 1. All actual or suspected violations which affect the health, safety, or welfare of a student, should be immediately reported to the Assistant Superintendent for Human Resources. Reporting may be in the form of e-mail, phone call, letter or a face to face meeting. Failure to immediately report violations may result in disciplinary action up to and including termination.
  - 2. Human Resources will report all legally sufficient complaints to the district school Superintendent.
  - 3. An investigation into all legally sufficient complaints will be conducted. When complaints involve misconduct by administrators, instructional personnel, and staff members, those employees will be suspended with pay and reassigned to a position that does not involve student contact during the investigative process, pending the outcome of the investigation. If the allegations arise against a certified employee who is employed in an educator certificated position, the school district shall file the legally sufficient complaint in writing with the department within 30 days of the date the complaint was provided to the school.
  - 4. Should the Superintendent determine that an administrator, instructional personnel, or staff members has engaged in misconduct which affects the health, safety, or welfare of a student and warrants termination, the individual may resign or be terminated. The resignation will be designated as "with prejudice". The misconduct will be reported to the Department of Education if it is an employee that holds a Florida Department of Education certificate. All records will be maintained in the instructional personnel or administrator's certification file.
  - 5. Any instructional personnel, staff member or administrator convicted, found guilty, or enters a plea of guilty, for any one of the offenses set forth in Florida Statute Section 1012.315 is automatically disqualified from educator certification or employment as instructional personnel, staff member or administrator that requires direct student contact. See also Florida Administrative Code Section 6A-5.056, Criteria for Suspension and Dismissal.
  - 6. Any district school Superintendent who knowingly provides a false report, fails to investigate or report any allegation of misconduct by instructional personnel, staff member or administrator, which affects the health, safety, or welfare of a student, will forfeit his or her salary for one (1) year following the date of the act or failure to act pursuant to Florida Statute Section 1001.51.

- b. Santa Rosa County School District provides a non-retaliation policy to its employees for good faith reporting of valid suspected or actual violations of the Code of Ethical Standards. Knowingly or intentionally making a false report of a violation may result in discipline up to and including termination.
- c. Any person who participates in good faith in any act authorized by Florida Statute Section 39.203 (immunity from liability in cases of child abuse, abandonment, or neglect) or reports in good faith, a violation of this statute, shall be immune from civil or criminal liability as provided for in this statute.
- d. An employer who discloses information under Florida Statute Section 768.095 (employer immunity from liability; disclosure of information regarding former or current employees) about a former or current employee to a prospective employer, will remain immune from civil liability so long as such disclosure was not knowingly false or violated the civil rights of the former or current employee, as provided in this statute.

#### **A2.4 Violations of Code of Ethical Standards**

- a. Consequences for engaging in a violation or failing to report a violation of the Santa Rosa County School District Code of Ethical Standards by school district personnel may include but are not limited to the following:
  - 1. The Education Practices Commission may suspend or revoke the educator certificate for any of the acts or conduct set forth in Florida Statute Section 1012.795 including but not limited to violating the Principles of Professional Conduct for the Education Profession, Florida Administrative Code, Section 6A-10.081.
  - 2. The site administrator, Assistant Superintendent for Human Resources and/or the district Superintendent of schools may issue the following disciplinary actions including but not limited to:
    - a. Letter of reprimand – maintained at school/department/site
    - b. Letter of reprimand – placed in personnel file in Human Resources
    - c. Placement on a Professional Improvement Plan
    - d. Record of counseling, where applicable
    - e. Fitness for duty report
    - f. Random drug test
    - g. Required in-service
    - h. Suspension with pay and reassignment to a non-student contact position.
    - i. Reassignment of position and/or job responsibilities
    - j. Suspension without pay for a period of one (1) to as many as 20 days for each violation
    - k. Termination of employment
- b. Consequences for any one violation may result in more than one disciplinary action listed above and will be determined based on the severity and circumstances of each violation.

## **A2.5 Section 4 Conclusion**

It is the intent of the Santa Rosa County School Board to provide students the best learning environment possible. In order to meet this goal, employees must possess and maintain high ethical standards. This Code of Ethical Standards clearly identifies the expectations of each administrator and instructional personnel. It is the belief of the Santa Rosa County School Board that administrators and instructional personnel who abide by these ethical standards will be upholding their responsibility to the students and parents of Santa Rosa County.

## **B. Procedures for Filling Vacant Positions**

1. Certificated instructional personnel shall have the following minimum qualifications:
  - a. A Florida teaching certificate, a Florida vocational certificate, or a local district certificate based on experience in business or industry in the subject area of assignment, or eligibility to obtain such certification.
  - b. A Florida teaching certificate in a subject other than the assignment area or a signed Memorandum of Understanding that they will get certification in another area before being recommended for contract renewal.
  - c. Newly allocated positions must have prior approval from the Assistant Superintendent of Human Resources. Existing positions to be filled must have all separation documentation complete and submitted prior to advertising.

### **B1. Instructional Employment Defined**

- a. Full-time: A regular full-time employee is a person who is employed for the school term or for the school fiscal year to render the minimum number of hours each day as established by the Board for the position or job. Full-time employees are eligible for insurance benefits and retirement.
- b. Part-time: A part-time employee is a person who is employed to render less than the number of hours each day as established by the Board for a regular full-time employee. Part-time employees working a minimum of 18.75 hours per week and a minimum of six months are eligible for insurance benefits and retirement. Part-time employees working less than 18.75 hours per week or less than six months are eligible for retirement only.
- c. Interim: An interim employee will be hired to fill a teaching vacancy if the vacancy is expected to be a minimum of 45 working days. This does not mean that the "interim" position is guaranteed to be a minimum of 45 work days of employment. Therefore, the three (3) day advertisement and any other procedures (drug screening, etc.) would determine the effective beginning date of the employment and would also determine the designation as "interim".
- d. Re-employed retirees: Re-employed retirees of any state's retirement system that includes teachers hired after September 30, 1994, shall be allowed a maximum of ten (10) years of verified experience upon initial employment in Santa Rosa County. Re-employed retirees are subject to specific guidelines when being re-employed between seven (7) and 12

months after their official retirement date (contact FRS and Human Resources for updated guidelines).

- e. Teacher on Special Assignment: A Teacher on Special assignment (TSA) is a licensed teacher who has been assigned to perform duties other than classroom instruction or has been assigned to assist students at multiple sites. The employee fulfilling this position may be reassigned to a classroom if still under contract at the sole discretion of the Superintendent upon recommendation from the TSA's supervisor.

### **B1.1 Instructional Contracts Defined**

- a. Probationary Contract: An employment contract for a period of one (1) school year awarded to instructional personnel upon initial employment in a school district. Probationary contract employees may be dismissed without cause or may resign without breach of contract. A probationary contract shall be awarded regardless of previous employment in another school district or state.
- b. Annual Contract: An employment contract for a period of no longer than one (1) school year which the district School Board may choose to award or not award without cause.
- c. Professional Services Contract: A Professional Services Contract is not eligible to any employee hired on or after July 1, 2011. A Professional Services Contract shall be renewed each year unless he/she meets the criteria outlined in F.S. 1012.33.

## B1.2 Instructional Application Procedure Flow Chart

**COMPLETE ON-LINE APPLICATION**

**A COMPLETE APPLICATION MUST INCLUDE:**

***FRS form - RESUME - OFFICIAL TRANSCRIPTS -  
REFERENCES OR PLACEMENT FILE  
AND ANY VETERAN'S PREFERENCE DOCUMENTATION.***

**JOB POSTINGS**

**CHECK OUR WEBSITE:**

[www.santarosa.k12.fl.us](http://www.santarosa.k12.fl.us)

[Employment Tab](#)

[Job Opportunities \(New\)](#)

- A. APPLICANT COMPLETES APPLICATION.**
- B. ADMINISTRATION CONTACTS APPLICANT FOR AN INTERVIEW.**
- C. TO BEGIN THE HIRING PROCESS, SUBMIT THE APPLICANT'S NAME VIA THE ELECTRONIC HIRING SERVICE.**
- D. HUMAN RESOURCES WILL VERIFY APPLICANT ELIGIBILITY. IF APPROVED, ADMINISTRATION WILL RECEIVE AN APPROVAL E-MAIL. PERSONNEL ASSISTANT WILL CALL ADMINISTRATOR IF APPLICANT IS NOT ELIGIBLE FOR POSITION.**

ADMINISTRATOR CONTACTS APPLICANT TO OFFER POSITION AND INSTRUCTS APPLICANT TO CONTACT HUMAN RESOURCES FOR PRE-EMPLOYMENT SCREENING.

DRUG TEST/FINGERPRINT/

POSITIVE  
RESULT

**Not eligible for  
employment**

\*Applicants testing positive will not be eligible to apply for positions for one calendar year from the date of the positive result.

NEGATIVE  
RESULT

### **CONGRATULATIONS!**

ADMINISTRATOR SUBMITS RECOMMENDATION FORM AND INTERVIEW RUBRIC TO PERSONNEL ASSISTANT. HUMAN RESOURCES WILL CONTACT ADMINISTRATOR AND APPLICANT ONCE PRE-EMPLOYMENT SCREENING HAS CLEARED TO SCHEDULE NEW EMPLOYEE FOR ORIENTATION.

### **B1.3 Checklist for Principals Filling Instructional Positions**

- ☐ Review current staffing plan to determine vacancies and call Human Resources to verify.
- ☐ If vacancy is verified, review any in-house reassignment requests and/or request advertisement.
- ☐ If filling instructional vacancies with current instructors within the same school (in-house), notify HR of the change for instructional job coding.
- ☐ Review files of all qualified applicants and transfer requests.
- ☐ Select candidates to interview from among qualified applicants. Make sure that an adequate number (minimum three (3)) of applicants are interviewed. Remember to interview all qualified applicants claiming Veteran's Preference and any qualified transfer requests.
- ☐ Check for appropriate certification on those interviewed.
- ☐ Schedule and conduct interviews.
- ☐ Review applicant files and contact references. In accordance with Florida Statute Santa Rosa County conducts background screenings on all new employees therefore all former and current employers shall be contacted prior to the offering of employment with Santa Rosa County District Schools.
- ☐ Select candidate. Submit the applicants name via the approved electronic application system.
- ☐ Refer the candidate to Human Resources for drug testing paperwork and fingerprinting information.
- ☐ Once a fingerprint clearance and drug test clearance has been received by the Human Resource Office, the site administrator will be contacted to send in "Recommendation Form" to HR (see next item).
- ☐ Make the formal written recommendation on the Recommendation Form\* for School Board approval giving effective date, schedule, and salary coding. Complete checklist on back of recommendation form. Maintain the Interview Rubric and notes for documentation of interviews for three (3) years. Send in a copy of the rubric to Human Resources. (\*see appendix for form).
- ☐ HR will contact the new teacher. He/she must complete the New Employee Orientation process through the Human Resource Office.
- ☐ A recommendation for a teacher to be assigned "out-of-field" must be accompanied by a memorandum of understanding that has been preapproved by the Asst. Superintendent for HR.
- ☐ Previous employer did NOT indicate employee had any educator misconduct issues.



## **B1.4 Quick Tips for Interviews**

- a. Use job-related questions (*Refer to the SRCSD Interview Guide for Administrators*)
- b. Refer to recommended procedures
- c. Refer to the Course Code Directory for appropriate certification on any courses
- d. Review the individual's eligibility for a Florida certificate
  1. Experience:
    - a. **Florida Public** – Santa Rosa School Board accepts all Florida public school teaching experience with satisfactory performance evaluations for each year unless the employee is retired FRS or TRS. In that case the maximum number accepted is ten (10) years.
    - b. **Out of state public** – For teachers hired on or after January 7, 2003, for purposes of pay, the Santa Rosa County School Board shall recognize and accept each year of full-time public-school teaching service earned outside the state of Florida and for which the employee received a satisfactory performance evaluation unless the employee has retired from any public-school system. In that case the maximum number of years accepted is ten (10) years.
    - c. **Private School** -Credit will be given for prior teaching experience in a private school provided the school is accredited by the Southern Association of Colleges and Schools or accreditation is from another recognized educational accreditation organization and the employee provides documentation of satisfactory evaluations for all of the years of verified experience.
    - d. Teachers who do not have a current Florida teaching certificate must within 60 days file with the state for issuance of a valid Florida Teaching Certificate.
    - e. Teachers are required to complete all hiring paperwork and ensure that the district has received all information (including certified transcripts) within 60 days of their hire date.
    - f. It shall be the responsibility of the teacher to (a) verify all qualified teaching experience and (b) provide documentation of satisfactory evaluations for all the years of verified experience.
    - g. New teachers are allowed 60 days from the date of hire to have experience verification forms complete and in the Human Resource Office for pay purposes. Verification received after the first 60 days of employment will not be credited until the beginning of the payroll cycle after receipt of the verification. Retroactive pay will not be considered. Verification of creditable years of experience is defined as those years an individual received a "satisfactory" or higher overall performance evaluation from an accredited institution as evidenced on a verifiable document from the previous employer. To be eligible for one (1) year of creditable service, the employee must provide documentation

that show they worked 1 day more than one-half of their full-time contract year. Partial year credit is not awarded.

- h. If the teaching institution has closed and information is not available by contacting the organization, the employee may provide the following information as documentation of verifiable years of experience:
  - Copies of performance evaluations for each year they are seeking credit indicating a "satisfactory" or higher rating on their overall performance evaluation.
  - A notarized letter from the employee's former supervisor attesting to the employees overall "Satisfactory" performance evaluation for each of the year's the employee is seeking credit for.
- i. Military credit will apply for salary purposes only and years of service will not apply to Florida Retirement System service credit.

### **B1.5 Selection Procedures/Instructional Personnel**

**Purpose:** To provide information and instructions for selecting instructional employees and filling positions.

**a. Procedures:**

1. Advertise for positions. The following is the minimum number of days for advertisement:
  - a. Within three (3) working days after being notified by a principal/ administrator that a vacancy exists, the Superintendent or a designee shall provide a written listing of such vacancy. The listing shall include the job title, required certification, job site, and contact person, Vacancies will be posted on the School Board web site.
  - b. Instructional vacancies which occur at the end of the school year will be opened first as transfers for current employees for a period of 10 working days before the close of the school year. Principals may hire anytime during this 10-day window. Following said 10 working days, until the close of the next school year, vacancies will be open to anyone.
  - c. Vacancies shall be posted for a minimum of five (5) working days except for those occurring from three (3) weeks prior to pre-planning until the last day for students. These shall be posted for a minimum of three (3) working days.
2. When filling vacancies, an administrator shall consider:
  - a. 1<sup>st</sup> – Reassignment requests (a Request for Reassignment form must be on file at your school)
  - b. 2<sup>nd</sup> – Transfer requests – Request for Transfer must be completed on-line which requires the employee's current administrator to have knowledge of the request.
  - c. 3<sup>rd</sup> – Other applicants

3. Administrators are responsible for establishing procedures at their school/cost center to interview, screen and select staff. These procedures must comply with all Board policies and labor agreements. Procedures and interviews must be consistent, fair, and non-discriminatory. All questions must be job-related.
4. No applicant shall be interviewed who does not have a complete application on the approved online application system and meets district requirements.
5. No applicant shall be recommended without being interviewed.
6. Prior to recommending an individual, the administrator is responsible for:
  - a. Checking an applicant's references and work history to assure the accuracy and appropriateness of the candidate. In accordance with Florida Statute, Santa Rosa County conducts background screenings on all new employees therefore reference checks from all current and previous employers shall be obtained prior to the offering of employment with Santa Rosa County District Schools
  - b. Reviewing the candidate's application on the approved online application system.
  - c. Verifying certification status with Human Resources.
7. If a decision is made to recruit applicants use a fair and justifiable process. For example, mail all applicants a letter asking them to contact the site for an interview if interested; or contact selected applicants based on seniority. Always be prepared to provide the rationale for those instances when the site made the initial contact with the applicant.
8. If a certificated employee is not recommended back for hiring purposes by the 2<sup>nd</sup> Friday in July, a separation document must be executed and submitted to the Human Resources office by the 3<sup>rd</sup> Friday in July. All benefits for employees with separation documents submitted in July will be terminated at the end of July. Once a separation document has been submitted for an employee, if he/she is reemployed with Santa Rosa County Schools, they will be considered a "New Hire" and will be placed on a probationary contract

## **B2. Educational Support Positions Defined**

- a. Full-time: A regular full-time employee is a person who is employed for the school term or for the school fiscal year to render the minimum number of hours each day as established by the Board for the position or job. Full-time employees are eligible for insurance benefits and retirement.
- b. Part-time: A part-time employee is a person who is employed to render less than the number of hours each day as established by the Board for a regular full-time employee. Part-time employees working a minimum of 18.75 hours per week and a minimum of six months are eligible for insurance benefits and retirement. Part-time Employees working less than 18.75 hours per week or less than six months are eligible for retirement only.

## B2.1 Educational Support Application Procedure Flow Chart

**COMPLETE ON-LINE APPLICATION**  
**A COMPLETE APPLICATION MUST INCLUDE:**  
***FRS form - RESUME - OFFICIAL TRANSCRIPTS -***  
***REFERENCES OR PLACEMENT FILE***  
***AND ANY VETERAN'S PREFERENCE DOCUMENTATION.***

**JOB POSTINGS**  
**CHECK OUR WEBSITE:**  
[www.santarosa.k12.fl.us](http://www.santarosa.k12.fl.us)  
[Employment Tab](#)  
[Job Opportunities \(New\)](#)

- A. APPLICANT COMPLETES APPLICATION.**  
**B. ADMINISTRATION CONTACTS APPLICANT FOR AN INTERVIEW.**  
**C. TO BEGIN THE HIRING PROCESS, SUBMIT THE APPLICANT'S NAME VIA THE ELECTRONIC HIRING SERVICE.**  
**D. HUMAN RESOURCES WILL VERIFY APPLICANT ELIGIBILITY. IF APPROVED, ADMINISTRATION WILL RECEIVE AN APPROVAL E-MAIL. PERSONNEL ASSISTANT WILL CALL ADMINISTRATOR IF APPLICANT IS NOT ELIGIBLE FOR POSITION.**

ADMINISTRATOR CONTACTS APPLICANT TO OFFER POSITION AND INSTRUCTS APPLICANT TO CONTACT HUMAN RESOURCES FOR PRE-EMPLOYMENT SCREENING.

DRUG TEST/FINGERPRINT/  
BACKGROUND

POSITIVE  
RESULT\*

**Not eligible for  
employment**

NEGATIVE  
RESULT

### **CONGRATULATIONS!**

ADMINISTRATOR SUBMITS RECOMMENDATION FORM AND INTERVIEW RUBRIC TO PERSONNEL ASSISTANT. HUMAN RESOURCES WILL CONTACT ADMINISTRATOR AND APPLICANT ONCE PRE-EMPLOYMENT SCREENING HAS CLEARED TO SCHEDULE NEW EMPLOYEE FOR ORIENTATION.

\*Applicants testing positive will not be eligible to apply for positions for one calendar year from the date of the positive result.

## **B2.2 Checklist for Administrators for filling Educational Support Positions**

- ☐ Review current staffing allocation to determine that a vacancy exists.
- ☐ Call Human Resources
- ☐ Check the approved online application system for anyone who has requested a lateral transfer in the job title advertised
- ☐ Check applicants that have applied for the job posting on the approved online application system. Be certain the applicant meets district requirements before scheduling an interview
- ☐ The appropriate administrator conducts interviews. A minimum of three (3) applicants must be interviewed, providing at least three (3) applicants apply. Do NOT finalize interview process until the end of the advertisement period
- ☐ The appropriate administrator conducts interviews. A minimum of three (3) applicants must be interviewed, providing at least three (3) applicants apply. Do NOT finalize interview process until the end of the advertisement period
- ☐ Check designated references and all prior/current employers for applicants who are finalists. In accordance with Florida Statute Santa Rosa County conducts background screenings on all new employees therefore an applicant's current employer shall be contacted prior to the offering of employment with Santa Rosa County District Schools. If a decision is made to recruit applicants use a fair and justifiable process. For example, mail all applicants a letter asking them to contact the site for an interview if interested; or contact selected applicants based on seniority. Always be prepared to provide the rationale for those instances when the site made the initial contact with the applicant.
- ☐ Conduct the interviews. Be consistent and fair. Ask only job-related questions.  
Submit selected applicant via the electronic application system to Human Resources. Contact the individual selected after approval by HR to offer the position. **Must NOT be completed until after closing date of advertisement.** Notify Human Resources once the applicant accepts the position.
- ☐ Maintain interview documentation for three (3) years on the Interview Rubric Worksheet.
- ☐ Contact the individual and refer him/her to Human Resource Office for fingerprinting/ background check and drug screening paperwork
- ☐ Following the drug screening clearance, the administrator will submit the Recommendation Form to the Human Resource Office along with a copy of the Interview Rubric Worksheet
- ☐ Human Resources will contact the individual to complete the New Employment orientation process through the Human Resource office

## **B2.3 Educational Support Applicant Instruction Sheet**

- a. A minimum of three (3) applicants will be interviewed for vacancies if at least three (3) applicants completed an application.
- b. All vacant positions will be posted using the timetable listed below:
  1. Transfer Period established 10 working days prior to the end of the school year for in-county transfers only (Principals may hire anytime during this 10-day window).
  2. From end of transfer period to three (3) weeks prior to the start of pre-planning – five (5) working days.
  3. From three (3) weeks prior to the start of pre-planning – three (3) working days.
- c. The applicant must ensure that all required information is attached to the application.
- d. **No application** will be evaluated **without** a copy of High School Diploma, GED or college transcripts (if applicable).
- e. If selected applicant receives a promotion from a current position, the effective date will normally be the beginning of the payroll cycle following board approval.

## **B2.4 Educational Support Selection Process**

### **a. Introduction**

The goals of the Santa Rosa County School District selection process for educational support employees in the classified service are as follows:

1. To provide a process by which the public can be assured that the most talented and capable people are identified to serve as educational support employees without regard to gender, race, religion, marital status, ethnic or national origin, age or disability.
2. To provide a system for objectively collecting job-related data concerning the performance of the applicants for support positions.
3. To insure fair and equitable hiring/rejection decisions which are nondiscriminatory and legally defensible.
4. To provide clearly defined decision points and feedback.
5. To continually seek improvements in the selection process by receiving input from various sources.

The selection process is to be followed to select finalists for initial appointments to positions for all classified educational support employees.

### **b. Elements of the Selection Process**

The selection process consists of elements that are administered in the same order and in a uniform manner for all applicants for each advertised position. Each element is explained in further detail in this section.

#### **1. Determination of need**

- a. The Santa Rosa County District Schools use a staffing plan to provide adequate personnel for school operation. The plan delineates formulas for determining when new employees are required in order to maintain the quality of a given educational program or function. These formulas apply to all administrative, faculty, and educational support positions.
- b. The Assistant Superintendent for Human Resources annually reviews all educational support positions within the school district relative to the staffing allocations, along with the needs of new schools/programs. A needs assessment is conducted, and projections are established based upon this information. A review of the eligibility of current applicants on file will also be completed to determine if an adequate pool exists to meet projected district vacancies.
- c. This information shall be used by the Assistant Superintendent for Human Resources and Superintendent to recruit potential educational support personnel into the Santa Rosa County School District.

## **2. Job descriptions**

Job descriptions have been utilized in the Santa Rosa County District Schools to determine positions and job requirements for many years. Emphasis has been placed on the determination of the precise job essential functions and minimum qualifications required for each educational support position. Written job descriptions, which establish minimum eligibility qualifications and performance responsibilities, are approved in accordance with School Board Policy No. 6.17 (2)a and are available for all positions. Job descriptions may be revised as needed by the District.

## **3. Creation of a position**

No matter how dire the need for additional manpower, an educational support employee cannot be hired until the position has been specifically created by the School Board. In making a determination of whether to create a new position, a study is made of the staffing plan formula, the proposed job description, and other sociological, educational, and economic factors in order to arrive at the feasibility of such a decision. The Human Resource Procedures Manual specifies this process.

## **4. Reassignments**

The Superintendent retains the statutory right to make reassignments of all personnel. Current employees are given the opportunity to request, in writing, a lateral transfer to a vacant position.

## **5. Advertising**

- a. Each verified educational support vacancy shall be posted for a minimum of five (5) working days except for those occurring from three (3) weeks prior to pre-planning until the last day for students. These shall be posted for a minimum of three (3) working days.
- b. Advertisements are posted by the Human Resource Office in the approved online application system. Newly allocated positions must have prior approval from the Assistant Superintendent of Human Resources. Existing positions to be filled must have all separation documentation complete and submitted prior to advertising.

- c. Policies regarding the advertising of a job opening in Santa Rosa County School District follow appropriate laws and rules and promote fairness and equal opportunity for all eligible applicants.
- d. An announcement of an educational support vacancy shall include the following:
  - Position title
  - Location of position with contact name and phone number
  - Additional information, when appropriate
- e. Individuals seeking employment for advertised position(s) must ensure that the required documents are attached to their Online Application in the approved online application system prior to the application deadline and comply with all requirements. The following documents are required for all education support positions.
  - Copy of High School Diploma or GED, college transcripts (if applicable)
  - Completed FRS Certification Form
- f. No inquiry may be made regarding race, color, creed, gender, age, disability, or national origin of any applicant seeking employment. A copy of the job description for the position and the Selection System Flow Chart are available online.

## **6. Recruitment**

The district encourages applicants from within and outside the district through advertising to provide diversity of applicants.

## **7. Screening of application package**

Human Resource Office personnel who are knowledgeable of job requirements and of the selection system screen applications.

- a. The Human Resource Office will:
  - Screen application to determine minimum eligibility based on established criteria

## **8. District**

Applicants for educational support positions should apply for Job Postings using the approved application system. The site administrator selects applicants for an interview. Documentation of each interview is maintained for a period of three (3) years as well as the basis for the final selection. All applicants are treated consistently and fairly throughout the selection process.

## **9. Selection of finalists**

The site administrator will:

- a. Review and integrate all data collected from performance sampling steps and application.
- b. Review reference checks. In accordance with Florida Statute Santa Rosa County conducts background screenings on all new employees therefore an applicant's



current employer shall be contacted prior to the offering of employment with Santa Rosa County District Schools.

- c. Select applicant based on integrated data, diversity of the district, and individual school/community needs.
- d. Recommend name of selected applicant to Human Resource Office for Board approval.
- e. Provide supporting data to the Human Resource Office, upon request.
- f. Confirm notification of all applicants of their status (system automatically informs).

## **10. Educational support appointments**

- 11. The Superintendent recommends appointment of all educational support personnel to the School Board for approval. All educational support employee policies and procedures are under the jurisdiction of the Santa Rosa County School Board, the governing body for the school system.

### **c. Applications**

- 1. Educational support employment applications are completed online through the approved electronic application system.
- 2. Applications of appointees will become a part of the employee's personnel file.

### **d. Eligibility**

- 1. Age requirement

Except for students, applicants for regular positions shall not be less than 17 years of age.

**Applicants for student appointment must have reached their 16<sup>th</sup> birthday.**

- 2. Qualification requirements

All applicants, unless conditionally accepted, must meet the minimum qualifications prescribed in the job description for the position.

- 3. Fingerprints

All appointees to regular positions are subject to fingerprinting clearance in compliance with the Jessica Lunsford Act and Florida Statutes as a condition of employment.

- 4. Medical Examinations

In accordance with the Americans with Disabilities Act, the Board shall not conduct a medical examination or make inquiries of an applicant as to whether such applicant has a disability or as to the nature or severity of such disability.

- a. Supervisors and managers may be informed regarding any necessary restriction on the work or duties of the employee and necessary accommodations.

- b. First aid and safety personnel may be informed, when appropriate, if a disability might require emergency treatment.
- c. The information is used to ensure that an individual shall not pose a direct threat to the health or safety of other individuals in the workplace.

**e. Qualifications**

**1. Training and Experience**

The majority of positions have a training and experience requirement. The applicant's experience and/or training will be evaluated by the Assistant Superintendent or designee of the department the position is being hired for to determine that the qualification requirements in the job description are met.

**2. Education**

An application will be screened to evaluate formal education for meeting requirements for the position for which the application is being made.

**f. Disqualification of Applicants**

The Board will refuse to examine an applicant, or after examination will disqualify such applicant, if the applicant:

- 1. Failed to comply with all requirements or is found to lack any of the preliminary requirements established for application.
- 2. Failed to properly complete the prescribed application or failed to submit it within the prescribed time limit.
- 3. Made a false statement of any material fact or practiced or attempted to practice any deception or fraud in their application, in their examination, or in securing their eligibility for appointment. Any false statement knowingly made by the applicant, in their application, or connived by them in any letter or reference or other data which may accompany same, shall be regarded as good cause for refusing them an examination, or for discharge from any position to which they may have been appointed.
- 4. Used, or attempted to use, political pressure or bribery to secure an advantage in the examination or appointment or promotion to a position.
- 5. Directly or indirectly obtained information regarding examination to which, as an applicant, they were not entitled.
- 6. Has been convicted of a felony which directly relates to the position of employment sought.
- 7. Has an unsatisfactory background or employment history as evidenced by reference check of such nature as to demonstrate unsuitability for employment.
- 8. Received a discharge from the Armed Forces under other than honorable conditions, except upon special consideration and action of the Board.
- 9. Is within the first through sixth month of retirement and is receiving retirement pay under the Florida Retirement System.
- 10. Had previous employment with the district and was discharged for cause.

11. Has taken legal action against the District resulting in a settlement agreement that prohibits any future reemployment.
12. Otherwise violated the provisions of these rules and regulations.

**g. Employment Procedures**

1. The Board will establish two (2) types of openings: Employment and Promotional.
  - a. Employment vacancies will be open to the public and all who meet the minimum qualifications of the job description.
  - b. Promotional vacancies shall be restricted to current classified employees of the district. An employee who is currently serving a promotional probationary period may compete for employment and promotional vacancies.
2. The Human Resource Office will be fully responsible for verifying vacancies, determining eligibility, and certifying eligibility to schools/departments. In the case of special skill, the Human Resources Office will work with the Assistant Superintendent of the specific department to establish eligibility of applicants. Job announcements will include the site, the job title, opening and closing dates of the announcement, and the contact name and phone number. Minimum qualifications and pay range are available in the job descriptions which are posted on the Human Resources Department Web-page and located in the Human Resource Office. The closing date will be no less than five (5) calendar days from the date of announcement unless the announcement is made in the period three (3) weeks prior to pre-planning to the last day for students in the current school year. Notices will be posted on-line until the day after the closing date. No application will be accepted by the site administrator after the closing date has passed.
3. Processing of Applications

Any documentation required (i.e. VA forms, high school diploma, college transcripts) shall be attached to the electronic application before the announced close date of vacancy advertisement. Applicant's experience and education as required will be evaluated to determine that the minimum qualification standards published in the job description are met. Applicants must meet the minimum qualification requirements for further consideration. Evaluation of the application will consist of information submitted on the online application. Applicants will be allowed to clarify or modify any information previously submitted on the employment application during the vacancy advertisement period. This standard will be applied as equitably and fairly as possible to all candidates.

  - a. Applicants will be reviewed in accordance with the criteria outlined.
    1. Minimum Qualifications
    2. Verified Experience
    3. Verified Education (if applicable)
  - b. Veteran's Preference

Veteran's Preference – Wartime veterans (and certain wives and widows of veterans) shall be granted preference according to sections 295.07, 295.18, and

295.09 of the Florida Statutes and Division of Veteran's Affairs, Chapter 22VP-1. Veterans who retire for longevity from the military (usually after 20 years) are eligible for Veterans' Preference.

3. Processing Applicant Complaints

Applicants who file a complaint concerning eligibility must follow these procedures:

- a. Specify within 10 working days of notice of eligibility the complaint and the remedy being requested.
- b. Clarify any information submitted on the application relative to qualifications.

The Human Resource Office will re-evaluate the applicant's qualifications. The complainant will be informed, in writing, of the results of the review.

4. An application shall be considered for promotional purposes if the position would result in an employee advancing to a higher pay is prescribed.

h. **Methods of filling internal vacancies**

Methods of filling internal vacancies may be by transfer, demotion, or qualified internal promotion.

i. **Appointment Procedures**

After notification is received from the school/department of their selection, the Human Resource Office shall make arrangements for the selected applicant to provide a fingerprint/drug test clearance. The selected applicant shall be allowed to report for duty on the effective date stated on Board approved forms.

j. **New Employee Orientation**

All new employees are required to complete the "new employee orientation (NEO)" process within 48 hours of receiving notice that they are cleared for employment. Failure to complete NEO within 48 hours will result in the employee being required to report to the Human Resources Office to complete on the third day of employment. Applicant failing to return any required job record forms within 60 calendar days of their effective date will be terminated.

k. **Probationary Period**

The probationary period of one calendar year shall be regarded as an integral part of the evaluation process. It shall be utilized for closely observing the employee's work for suitability of the position. .

1. At the satisfactory completion of the probationary period, the regular appointment of status shall begin with the date of the original appointment.
2. Regular status, once attained, shall be retained throughout the period of continuous service.
3. An employee may be separated from service during the probationary period, or may be demoted during probation, without right of appeal, at any time.

4. An employee who is currently serving a probationary period may apply for other vacancies. If selected for a new position, the probationary period begins with the effective date of the new position.
5. School/Department work sites shall be required, at the end of the first ninety (90) days of the probationary period, to submit an evaluation of the performance of the probationary employee to the Human Resource Office.

#### **I. Other Appointments**

1. Temporary Appointment – Upon request from a school/department to fill positions of a temporary or transitory nature, the Human Resource Office shall advertise the position as Temporary in the approved online application system.
  - a. All temporary appointments shall be limited to a maximum period one (1) year duration, and no temporary appointment shall be permitted more than one (1) such appointment without a break in service of more than 30 days unless the Board is convinced that the stoppage of public business or unusual or extraordinary cases, authorize an extension of the temporary employee of less than six (6) months except for holidays occurring during the period of such temporary service. If the appointment extends beyond six (6) months, insurance accessibility, retirement, and leave accrual benefits shall accrue, but will not be retroactive. Accrual of benefits will be effective the date of the extension. The acceptance or refusal of such temporary appointment shall not jeopardize the rights of any eligible for regular employment. Work experience shall be creditable for each period of temporary employment.
  - b. Temporary Promotion (plus rates for higher skills). When justifiable conditions exist and an employee is temporarily required to regularly serve in and accept the responsibilities for the work in a higher pay range of position, such employee shall, after the initial 30 days, receive the entrance rate of that job class or one (1) step above their present rate, whichever is higher, while so assigned, subject to the prior approval of the Board. To qualify for the higher rate of pay such temporary assignment to a higher class of position shall be regular and continuous in character for at least 30 working days before eligibility is established and is limited to a period not to exceed one (1) year.
  - c. Requests shall be made in writing to the Board stating reasons why the assignment is necessary, the approximate length of time involved, and that the employee has shown potential ability to perform the duties of the higher class of position.
  - d. Such temporary increase, when approved, shall not affect the employee's eligibility for salary increases in the grade of the regular position. If the employee is entitled to a salary increase, it shall become effective as of the date the employee returns to the regular position and shall not affect the increase month.
2. Student Appointment – Two (2) classes of student employment are authorized. Secondary school and college/university students. A student employee is defined

as a part-time employee, or one who works under a cooperative agreement sponsored by the school, and who is currently enrolled in an accredited school on a full-time basis for the purpose of obtaining academic credit towards a high school diploma, vocational/ technical certificate or college degree. Enrollment in a minimum of six (6) semester hours shall be necessary to qualify for employment as a college student. Enrollment in three (3) courses towards a vocational/technical certificate will be required to qualify for employment as a technical school student. Full-time enrollment in secondary school will be required for high school students.

- a. No employee in this category may be appointed to any position which may be occupied by persons under normal appointment procedures. No student shall be permitted to work over 1400 hours in any fiscal 12-month period, and no such appointment shall continue beyond 90 days following the date on which the student terminates enrollment in school. To qualify, a student must enroll in school or college during the required registration or enrollment period in an accredited school. Students are required to present proof of enrollment to the Human Resource Office within the first three (3) weeks of the semester. Failure to comply with any of the requirements will cause termination procedures to be initiated. Failure to complete minimum hour requirements for holding an appointment will disqualify the appointee from working as student appointment in the following semester.
  - b. The rate of pay for students, will be at least equal to the federal minimum wage and will not exceed the Range (Step 1) of the lowest paid classified employee in the district. No credit shall be allowed for services rendered under a student appointment, nor shall any benefits accrue except that a student employee may be paid for holidays occurring during the period of service.
3. Limited Term Appointment – Defined as appointments to positions created under specially funded projects or based on identified student need. Persons appointed under this procedure shall be informed as to the terms and conditions of the project relating to their employment and shall agree to terminate either upon expiration of the project or termination of their appointment as planned in the project.
- a. Benefits and pay are as follows:
    1. The rate of pay shall be the same as any other Board employee similarly employed and shall be granted merit increases each year of employment.
    2. Annual and sick leave shall be accrued and taken as set forth in School Board Policy, rules and regulations governing regular employees.
    3. Holidays shall be the same as those set forth in School Board Policy, rules and regulations.
    4. All other benefits shall be those set forth in the project in compliance with the applicable laws and regulations governing such.
  - b. The creation, classification, and pay grade assigned to new positions shall be as follows:

1. Initial requests for new positions shall be first submitted to the Human Resource Office to determine that the position is properly classified and has been assigned to correct pay grade. In the event that the requested position is not part of the classified plan, the school/department shall develop the job description and submit it for approval of the Board, along with the appropriate pay grade.
- c. Limited term appointments shall be selected in the following manner:
  1. The department responsible for administering the project shall follow the established procedures for interview and final selection.
- d. Limited term appointments, after completion of the required probationary period, shall have the right of appeal to the Board with the exception of abolishment or termination of appointment as planned in the project or based on student need. If the probationary period has not been completed, appeals shall be handled through the appeal process established in the grant. If a position established under a special project or on the basis of an identified student need is absorbed into the regular service, the employee occupying such position may receive a regular appointment without further qualifying in the required evaluation procedure if the initial appointment was on a competitive basis.
4. Substitute Appointment  
Shall be made utilizing the school board approved vendor via the electronic substitute system.
5. Seasonal Appointment  
Seasonal appointments are defined as appointments to established positions which require the services of an appointee only for a certain part of the year on a recurring basis. Such appointments shall be made in the same manner as provided for regular appointments to year-round positions except both the school/department and the applicant agree to termination at the end of the season without prejudice of re-employment. Employees serving in seasonal positions shall be entitled to the same benefits and privileges as year-round employees except that they shall receive service credits for benefits, such as completion of probation, sick and annual leave, merit increases, longevity pay, etc., during periods of employment only. Seasonal employees who make application for reinstatement within the one (1) year period shall be placed on the applicant list.
6. Retiree Appointment  
Employees who retire from service under the Florida Retirement System shall comply with all Florida Retirement System guidelines and Florida Statutes addressing reemployment.
7. Disability/Worker's Compensation  
The Board may fill vacant positions with former or current employees who have a disability that must be accommodated. The Board may also place Worker's Compensation claimants.
  - a. Placement will be outside normal classified appointment procedures.

- b. Positions may be filled on a temporary or regular basis.
- c. Worker's Compensation claimants may be placed in vacant positions within the classified system but must meet the minimum qualifications of the job description.
- d. Appointees will have their skill abilities evaluated by a Board appointed Occupational Specialist. Potential appointees failing to report for evaluation will be subject to termination and/or loss of benefits.
- e. The Board will make reasonable accommodations to allow the appointee to perform in the new position.
- f. Appointees failing to report their new position will be subject to termination and/or loss of benefits.
- g. When an employee is permanently reassigned under this section, he/she will remain as close as possible to their same hourly wage, in the new range. Under no circumstances will employees be paid an hourly wage higher than the highest wage allowed in the new position range, unless required by Federal, State, or Civil Law.

#### **m. Transfers**

- 1. In-Class (Lateral) Transfers - An in-class lateral transfer is defined as reassigning an employee from one position to another in the identical classification at another site. The positions may not necessarily come under the jurisdiction of the same department. The transfer will require the approval of the receiving department administrator. The losing department administrator will be provided a two (2) week notice. The transfer shall require approval of the Board.
- 2. In-Range Transfers or Lower Range Demotions - Any employee in the classified service with regular status may apply for transfer to a position in a different job classification within the same or lower pay range, within the classified system. The losing department will be provided a two (2) week notice. Transfers must have the approval of the receiving department and Board. The Human Resource Office will screen transfer requests to determine if the applicant meets the minimum qualifications for the requested position. The Human Resource Office will submit the names of qualifying transfer applicants to the appointing department. The transfer shall not change the employee's anniversary date or regular status.
  - a. Transfers to a lower classification shall be considered demotions
  - b. Employees desiring a transfer from one job site to another shall submit a Transfer Request Form to the administrator at the location(s) to which they wish to transfer using the approved transfer process. Employees who desire a transfer shall discuss transfer with their present administrator before filing an application. Transfer forms shall be valid through September 30 of the school year. Example--Valid October 1, 2018 through September 30, 2019. Anyone who has not received a transfer by that date will have to file new application(s).



- c. Vacancies will be filled by the most qualified applicant applying for the job. Based upon the nature of the vacancy the following facts among others may be used in determining qualifications:
  - Seniority (of current employees who apply);
  - Performance record;
  - Conduct;
  - Attendance;
  - References;
  - Special skills and abilities
- d. Employees serving the initial one-year probationary period as a new employee may transfer laterally. However, the employee must acknowledge understanding and agreement that the probationary period will continue for a period of 12 months from the effective date of their lateral transfer. All conditions of an initial probationary period will apply.

## **B2.5 Criteria for Application Evaluation**

### **a. Review of Applications**

Applications for employment will be evaluated to determine that the minimum requirements for a job specification are met. Veteran's Preference will be identified.

1. Job specifications will be outlined in Job Descriptions (see Human Resources Web Page).

### **b. Experience (language for year for year service no double dipping)**

1. The total number of months experience for each job listed on the application will be determined and compared to the minimum number of months required on the job description.
  - a. Experience will only be awarded for jobs of the same classification type. i.e. educational support experience will not apply to instructional positions for salary purposes and instructional experience will not apply to educational support positions for salary purposes.
  - b. The Assistant Superintendent or designee will evaluate the employee's experience for the purposes of awarding experience for salary purposes and provide documentation for any experience awarded.
  - c. The result will be the verification for having met the minimum experience requirements.
  - d. To be creditable, experience must be job related (since attaining age 16) with same primary responsibilities and does not have to be exclusively in the education field. All experience verification documents must be received within 60 days of the position hire date in order for the experience to be applied retroactively to the start date. Experience received after 60 days will be applied for salary purposes but will not start until the next payroll cycle after the experience is approved.

- e. In calculating the number of hours worked per week in determining eligibility for a position, a maximum of 40 hours is credited. When less than 40 hours are worked per week, calculations are as shown below:

Months	Experience in Years
1	.08
2	.17
3	.25
4	.33
5	.42
6	.50
7	.58
8	.67
9	.75
10	.83
11	.92
12	1.00

**To calculate hours worked – under forty (40) hours per week**

Number of months worked x 4.3 = total weeks worked

Weeks worked x hours (worked per week) = total hours worked

Total hours worked divided by 40 hours = weeks

Weeks divided by 4.3 = months of experience

**To calculate temporary or substitute appointment experience:**

30 days = 1 month starting with a minimum of 15 days

15 – 30 days = 1 month

31 – 60 days = 2 months

2. When the minimum experience is verified no further review will be documented.
3. Experience in a temporary or substitute appointment is awarded in accordance with all other guidelines listed above.

**c. Education for Instructional Positions**

1. To receive credit for a course, a grade of A, B, C, or D (or satisfactory) must have been earned:
  - a. College degrees will be verified if required in the job description. The college must be accredited, and official transcripts provided by the applicant.
  - b. When a degree has not been attained, college courses will be awarded based on the number of semester hours earned (see calculations described below). Official transcripts shall be submitted with the application.

2. **Education Equivalent Experience**

When training and/or experience can be substituted for education, the formula below will be used:

Semester Hours: 1 semester hour = 1 month of full-time equivalent experience

Class Hours: Divide total class hours by 15 to calculate semester hours

Quarter Hours: Divide total quarter hours by 5 and multiply by 3 = semester hours

Continuing Education Units (CEU): Multiply hours of CEU credit by 10 to calculate classroom hour. Divide classroom hours by 15 to arrive at the number of semester hours.

3. The following will be acceptable as proof of a high school diploma (or GED):
  - a. The actual high school diploma.
  - b. Listing of high school completion on military discharge papers (DD Form 214).
  - c. Listing of high school completion on college transcripts.
4. Training courses that are job related may be accepted.
5. If experience can be substituted for a high school diploma (or GED), four (4) years of job-related experience will be accepted.
6. If experience can be submitted for college credits, one (1) year of job-related experience will equal 30 semester hours.

d. **Professional Certification**

Professional certification will be noted if the certification is listed in the job description as a *preference*. When more than one (1) professional certification is listed in the job description, qualifying certification will be noted. Professional certifications included in the *minimum qualifications* of a job description must be verified to entitle the applicant to qualify for the job.

e. **Veteran's Preference**

1. Veteran's Administration letter acknowledging a compensable disability and a DD Form 214 must be submitted with the application for employment to receive preference. A veteran's employment preference does not expire and may be used multiple times when applying for vacant, non-promotional positions.
2. Veteran's preference will be awarded in the following instances:

- a. A service-connected disabled veteran receiving compensation, disability retirement, or pension
- b. Spouse of a veteran unemployable due to a total and permanent service-connected disability or spouse of a veteran missing in action, captured or forcibly detained by a foreign power
- c. A wartime veteran
- d. The non-remarried widow or widower of a veteran who died of a service-connected disability
- e. A veteran in receipt of any Armed Forces Expeditionary Medal
- f. An employee returning from active duty will be given preference on promotional lists for which they apply. This preference will expire at the time of promotion.

**f. Seniority for Promotion**

- 1. Seniority will be identified for employees in accordance with number of years they have worked for the Santa Rosa County School Board. Seniority will be a factor in selections when two (2) or more applicants have equal qualifications.
- 2. Data collected and compiled during the selection process is excluded from personnel records and is maintained in a separate confidential file at the site conducting the interviews.

**g. Fingerprints**

All appointees to regular positions in the classified service are subject to fingerprinting as a condition of employment. Information elicited by this manner which indicates material disqualifying factors shall constitute cause for immediate dismissal.

**Please note:** If an applicant registers and fingerprints incorrectly (for example: as a contractor/vendor instead of a classified employee) they would be required to register, pay the fee and be reprinted. The Department of Education requires teacher's fingerprints to be a year old or less before issuing their teaching certificate.

**B2.6 Upgrade/Promotion Within a Work Site**

- a. The upgrade of a position and the appointment of the incumbent employee within a school/department work site may be initiated by the site administrator by written recommendation if the following criteria are met:
  - 1. The employee meets the minimum qualifications for the recommended job description. Experience used for determining eligibility for upgrade/promotion must have been earned in the Santa Rosa County District School System.
  - 2. The recommended position is within the staffing allocation for the work site.
- b. Procedures:
  - 1. Site administrator must make a written request and recommendation to the Human Resource Office for the upgrade/promotion of the employee to the higher range and the employee must submit an application for upgrade/promotion.

2. The Human Resource Office will verify that the staffing allocation is within the staffing plan for the work site and that the employee meets the minimum qualifications for the job description.
  3. The Human Resource Office will submit the recommendation to the School Board for approval. The effective date shall not be prior to the first day of the payroll cycle following the School Board approval.
- c. An allocated position may be initially staffed at a lower classification. As employee skills are developed to the specific office efficiency standards, the employee may be recommended for an upgrade and/or promotion to another range according to the procedures listed in the preceding paragraphs. Example: Secretary III allocation may be hired as Secretary I initially and recommended for Secretary II and III as skills are developed. In all cases, the employee must meet the minimum qualifications of any change in classification, and the position must be within the site staffing allocation.

### **B3 Administrative Positions**

#### **B3.1 Administrative Appointments and Reappointments**

All administrative personnel shall be appointed as prescribed by law.

- a. As an element of an administrative leadership development program, an objective selection system is vital. To implement a selection system, the following procedures shall be used in filling all administrative and supervisory positions in the school system:
  1. A written job description shall be developed for each position with established minimum qualifications in accordance with state laws and rules. An analysis of each position shall be completed to identify the competencies critical to successful performance.
  2. The position with minimum qualifications shall, upon recommendation of the Superintendent, be established by the Board.
  3. Principal and assistant principal positions are advertised for a period of seven (7) calendar days. District level positions are advertised for a minimum of ten (10) calendar days as the Superintendent and the School Board determine that vacancies exist.
  4. Appointments may be made from lateral transfer requests from current administrators before vacant positions are advertised or before interviewing administrative applicants.
  5. Announcement of an administrative vacancy includes position title, location of position (if available), minimum eligibility qualifications, timeline for application, and any additional information deemed appropriate.
  6. Candidates seeking employment for any advertised position shall submit an electronic administrative application accompanied by required documentation as noted on the job posting, a letter of recommendation from current supervisor,

official transcripts or state certification and include a resume with a letter of intent within the stated timeline. In compliance with law, no person shall, on the basis of race, color, religion, gender, age, ethnicity, national origin, marital status, disability, political or religious beliefs, or genetic information, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity, or in any employment conditions or practices conducted by this School District, except as provided by law. Job descriptions are posted on our website.

7. All applicants for a given position will be screened through the Human Resource Office. Only those candidates meeting the minimum qualifications established by the position shall be considered further in the selection process. Candidates who do not meet the minimum qualifications shall be notified of the status of their application within 10 working days of the close of the advertisement. In the event no candidate meets the minimum qualifications, the position shall be re-advertised.
8. The data from the interview, resume, and reference check shall be collected and integrated by the interviewers in order to recommended finalists to the Superintendent. A reference check shall be conducted on each of the finalists for the position. The number of finalists to be recommended to the Superintendent will be determined by the Superintendent for each vacant administrative position. The Superintendent of Schools may interview each of the finalists for the position prior to a recommendation to the School Board. The Superintendent shall recommend for the School Board's approval the appointment of all administrative personnel.
9. Career counseling, consisting of feedback and recommendations for professional development, will be provided to any candidate upon written request once the final selection has been made.
10. Administrators may be transferred from one work site to another work site/position or appointment may be made in the case of an emergency or a necessitated need to ensure effective operation of a school/site by the Superintendent subject to the subsequent approval of the School Board.

### **B3.2 Administrative Staff General Requirements for Employment**

Administrative personnel are comprised of the superintendent, assistant superintendents, directors, principals and those persons who may be employed as professional administrative assistants to the superintendent or to the principal. Secretarial, clerical or other office assistants are not included.

To be eligible for employment, a prospective member of the administrative staff shall submit a written application on the approved form and such additional information as may be requested. The applicant shall hold a Florida Educator certificate in Educational Leadership, School Principal or a statement of eligibility from the Florida Department of Education (whichever applies).

- a. Where necessary to determine whether to continue the services of administrative staff member, the School Board reserves the right to require a physical or psychiatric examination by a qualified physician or psychiatrist to be chosen by the staff member from a list of doctors approved by the School Board. In the event such medical examination is required, the School Board will pay all costs.
- b. Any applicant shall be duly qualified for the position for which he/she is being considered. If it appears that the applicant is eligible for proper certification, appointment may be made subject to the conditions set forth in the Annual Contract of Employment Form as approved by the Commissioner of Education.
- c. Any applicant under consideration for employment who is currently employed in another school system must agree that his/her present employer be informed of the consideration of his application for employment in the Santa Rosa County School District.
- d. Applicants not currently employed in Santa Rosa County School District shall be fingerprinted and receive a negative drug screening through Santa Rosa County District Schools process prior to recommendation to School Board.

### **B3.3 Administrative Interns**

Administrative Intern allocations are determined and appointed as determined by the Superintendent. Administrative Intern positions are eleven (11) month positions and leave is earned consistent with Instructional Position leave. The intern applicant shall hold a Florida Educator certificate in Educational Leadership, School Principal or a statement of eligibility from the Florida Department of Education (whichever applies).

## **B4. Supplemental Positions**

### **B4.1 Definition/Personnel who:**

- a. Are employed by the school district with a supplemental contract;
- b. Perform school-related services and duties;
- c. Are under the direct supervision of the school principal where the services are rendered.

### **B4.2 Selection Process**

- a. Select employee from existing school staff for the current school year if available.
- b. Advertise the vacancy in accordance with the HRPM and the Master Contract. The principal shall email all staff to notify them of the supplemental vacancy at their school.
- c. Interview applicants in accordance with the HRPM and Master Contract.
- d. Consideration should be given to applicants (Employee Preference) in the following order:
  - 1. First, district employed instructional staff.

2. Second, district employed educational support staff.
  3. Third, applicants who are not currently employed by the district.
  4. Before offering a position to an applicant not currently employed by the district, a principal must consult their grade level director. The principal shall provide proof of email notification to school staff regarding the vacancy.
- e. Submit selections and their supplemental recommendation form to your grade level director for approval.
  - f. Grade level director reviews the recommendation and then forwards the approved supplemental recommendation forms to Human Resources.

## **C. Operational Procedures**

### **C1. Administrative/Teacher Certification**

#### **C1.1 Steps for Monitoring Teacher Certification/Out-of-Field**

Monitoring teacher certification is closely connected to the preparation and reporting of Full-Time Equivalent (FTE) student funding. For auditing purposes and in order to obtain correct funding for students, this process must be closely monitored on an ongoing basis. The principal of each school is responsible for insuring compliance with the statutes regarding placement of out-of-field teachers and monitoring teacher compliance.

The process for insuring proper placement of instructional personnel and for monitoring teacher certification is described below:

- a. Principals must have access to valid copies of Florida Educator's Certificates for all instructional personnel. Certification information must also be entered in the Personnel's Reporting System, by the Certification Office.
- b. Principals prepare master schedule. At all school levels it is imperative that teachers assigned to courses are properly certified or have a Memo Of Understanding on file at the school site and in Human Resources.
- c. Principals must monitor teachers who have signed a Memorandum of Understanding for an out-of-field position. It is imperative that principals ensure that teachers complete required semester hours toward certification and keep all documentation in a school-site file.
- d. Once school opens and all teachers have been assigned courses, the principal should begin preparation of FTE reporting. The principal is responsible for making certain that reports are reviewed and corrected as needed. To assist principals, the following reports will be made available electronically prior to FTE Survey periods by the Human Resource Office:
  1. Out-of-field teachers – preliminary report – based on master schedule and teacher certification screen



2. Out-of-field teachers – for Board approval
- f. Principals must review reports and designate personnel to make corrections online. After making corrections, the Out-of-Field report must be printed, signed, and a copy sent to the Human Resource Office.
- g. When the final Report of Out-of-Field Teachers is sent to schools, principals must verify the report for accuracy. The principal must follow up by contacting teachers and reiterating contract agreement toward in-field compliance. The original signed report should be filed at the school site and a copy sent to the Human Resource Office.
- h. Teachers will continue to appear out-of-field on all reports until a certificate has been issued by the Florida Department of Education, Bureau of Educator Certification or a vocational certificate issued by the Santa Rosa County District Schools.
- i. Florida Statutes and State Board Rule require districts to notify parents when a teacher is assigned duties in a class dealing with a subject matter outside the field in which the teacher is certified. The notification must be in writing and must clearly identify the out-of-field teachers in such a manner that is clear to the parents or guardians that their children are being taught by an out-of-field teacher.

### **C1.2. Employment and Mastery of General Knowledge**

For individuals who are issued a three (3) year Temporary Certificate, Florida Statutes require teachers to demonstrate mastery of general knowledge by one (1) of the acceptable methods:

- a. A passing score on the FL General Knowledge Test must be earned no more than 10 years prior to the date of certification or within three years of the initial effective hire date regardless of the Florida district where the applicant was hired.
- b. A valid standard teaching certificate issued by a U.S. State or Territory.
- c. A valid certificate issued by the National Board for Professional Teaching Standards or the American Board for Certification of Teacher Excellence.
- d. Completion of two (2) semesters of full-time college teaching experience or the equivalent in part-time college teaching experience.
- e. Effective October 26, 2015, passing score on the revised graduate record examination (GRE) (revised 2011) earned on or after July 1, 2015.

If the school district has not received official documentation of mastery of general knowledge by that date, the individual may no longer be employed or re-employed by any public-school district in Florida until that requirement is met.

### **C1.3 Alternative Certification**

The Santa Rosa County School District provides an Alternative Certification Program for newly hired employees who were non-education majors to satisfy education

course requirements. The Professional Development Competency Program details the support team and assessment of successful demonstration of all Educator Accomplished Practices. Teachers in the program can expect resources such as support teams, workshops, in-service opportunities within the district and on-line, course recommendations, formal and informal observations and feedback.

#### **C1.4 In-Field Certification**

“In-field” means a teacher is assigned to a course covering subject matter for which the teacher holds a certificate per 1012.55, F.S., or demonstrates sufficient subject matter expertise as determined by paragraphs (2)(a)-(h) of rule 6A-1.0503 F.A.C. To qualify as having demonstrated sufficient subject matter expertise, instructional personnel may request to be qualified as “In-Field” by:

- a. Holding a valid Florida educator’s certificate in another subject content area  
**and**
- b. Submit a “Demonstration of Subject Area Expertise Designation Request Form” (Appendix G1) indicating and providing documentation for at least one of the following options:
  1. A minor in the subject area assignment that is reflected on an official transcript from an accredited institution **or**
  2. Official documentation of passing the Florida subject area exam for the out-of-field assignment **or**
  3. Fifteen semester hours of college credit in the subject area that is reflected on an official transcript from an accredited Institution **or**
  4. Qualified via a Santa Rosa County School District In-Field Evaluation (see “Santa Rosa Count School District In-Field Evaluation”) **or**
  5. Acceptance of infield designations from other Florida counties and proof of successful evaluation from their last year of Employment **or**
  6. Documented expertise in the area of debate, dance, or social work, expertise has been evaluated and approved by the Assistant Superintendent for Curriculum and Instruction **or**
  7. Completion of a HOUSSE plan prior to July 1, 2007.

#### **C1.5 Santa Rosa County District Schools In-Field Evaluation**

For a teacher to qualify as in-field using the Santa Rosa County School District In-Field Evaluation plan, they must hold a valid temporary or Professional Certificate in another subject content area and document 80 points appropriate to the assigned subject content area using the “Santa Rosa County School District In-Field Evaluation Form” (Appendix G2). It is the teacher’s responsibility to provide all documentation.

#### **C1.6 Procedures for Florida Educator Certification**

## **The Statement of Eligibility**

The statement of Status of Eligibility is issued to an individual who submits a completed application for a Florida certificate and has earned an acceptable bachelor's or higher degree. The Statement is valid for three (3) years from the date it is issued and provides the individual with the following information:

- a. His/her status of eligibility for a Florida certificate
- b. An outline of deficiencies for both a temporary and a professional certificate in the subject for which he/she has applied

### **C1.7 The Professional Certificate**

The Professional Certificate is Florida's standard certificate, the certificate recognized by other states for reciprocity purposes. It is valid for five (5) school fiscal years and is renewable. Florida Statutes provide for issuance of a Professional Educator's Certificate to an individual who meets all of the following:

- a. Is at least 18 years of age
- b. Files a written statement to uphold the Constitutions of the United States and Florida
- c. Documents receipt of an acceptable bachelor's or higher degree with a 2.5 GPA
- d. Obtain employment and complete the fingerprint process (FDLE & FBI)
- e. Is of good moral character
- f. Is competent and able to perform the duties, functions and responsibilities of a teacher
- g. Completes the subject area content requirements as listed in Florida State Board of Education Rules

### **C1.8 Direct Routes to a Professional Certificate**

Florida Statutes provide for two (2) direct routes to the professional certificate which satisfy all academic requirements, including all tests. (Employment/fingerprint requirements must still be met prior to issuance of the certificate). Meeting one (1) of the following plans will assure eligibility for a professional certificate:

- a. A valid standard certificate from a US state other than Florida or U.S. territory.
- b. A valid Standard certificate issued by the National Board for Professional Teaching Standards (NBPTS).

### **C1.9 Implementation**

- a. The out-of-state certificate must be valid at the time of application for the Florida certificate. However, if the applicant renews an expired out-of-state certificate or earns a standard certificate while the Statement of Eligibility is still valid, it may be

submitted to update the Statement of Eligibility and qualify for the Florida Professional Certificate.

- b. The out-of-state certificate must be issued in a subject(s) in which Florida offers certification and pursuant to the same level of training required for that subject in Florida. The applicant will qualify for each of the subjects shown which meet these criteria and for which the applicant submits an application and fee.
- c. A standard certificate is one (1) comparable to the Florida Professional Certificate.
- d. Certificates are acceptable from all states, the District of Columbia, Guam, Puerto Rico, the US Virgin Islands, and the Department of Defense Educational Authority (DODEA, formerly DODDS), American Samoa and the Northern Marianas.
- e. The provision applies to all academic, degreed vocational, specialty and administrative class subjects.
- f. The NBPTS certificate must be valid at the time of application. However, if the applicant renews the expired NBPTS certificate or earns the NBPTS certificate while the Statement of Eligibility is still valid, it may be submitted to update the Statement of Eligibility and qualify for the Florida Professional Certificate
- g. The subject or endorsement shown on the out-of-state certificate will be the one that is comparable to the Florida subject or endorsement.
- h. An applicant may add a subject to any professional certificate based on this provision, provided the out-of-state certificate still meets the requirements of this provision *at the time the addition is received*.

### **C1.10 Renewal of a Professional Certificate**

At least six (6) semester hours of college credit or the equivalent must be earned during each validity period to renew a certificate.

College Credit Equivalents:

- a. In-service points: In-service points earned from a Florida Public School District that has an approved Master In-service Plan. 60 in-service points are equivalent to three (3) semester hours of college credit.
- b. Subject Area Exam: A passing score on the subject area exam for the subject shown on the certificate is equivalent to three (3) semester hours of college credit.
- c. National Board Certification: A certificate issued by the National Board for Professional Teaching Standards (NBPTS) corresponding to at least one (1) subject on the Florida certificate, equates to six (6) hours of renewal credit.
- d. College Teaching: A course taught at the college level at an accredited or approved institution is the same as a course taken at the college level for renewal. Verification of course name, prefix, number, semester hours and dates taught should be submitted on college letterhead by the registrar or dean.

- e. All educators who apply to renew a Professional Certificate on or after July 1, 2014 must satisfy the Students with Disabilities (SWD) requirement. Any educators of Santa Rosa County that hold a District Professional Vocational Certificate must also meet this SWD credit at renewal. Acceptable SWD credit is one (1) semester hour of college credit or 20 Florida approved in-service points in teaching students with disabilities. Any combination of college and/or in-service credit can be used to satisfy this requirement. A passing score on a Florida Subject Area Exam for Exceptional Student Education K-12, Hearing Impaired K-12, Visually Impaired K-12, or Speech-Language Impaired K-12 that corresponds with the specific ESE coverage on the certificate is equivalent to three (3) semester hours of renewal credit and satisfies the SWD credit. The SWD credit must be completed within each renewal period.

### **C1.11 Banking of ESOL/Reading Credit/ Students with Disabilities (SWD) Credit**

- a. For individuals who hold a professional certificate: ESOL/Reading credit or in-service earned in excess of the six (6) semester hours of credit required for renewal can be banked for subsequent validity periods.
- b. For individuals who hold a temporary certificate: ESOL/Reading credit or in-service earned during the validity of the temporary certificate may be used to renew the first professional certificate. The temporary certificate and the professional certificate must be used for consecutive school years. The ESOL/Reading credit that is banked may not be included within a degree program.
- c. For individuals who hold a professional certificate; SWD credit or in-service credit earned during the validity period in excess required for renewal may be banked for renewal credit in subsequent renewal periods.
- d. For individuals who hold a temporary certificate: SWD credit earned during the validity of the Temporary Certificate may be used to renew the first Professional Certificate. There must be no break in continuity between the Temporary and issuance of the Professional Certificate. The SWD credit may not be included in a degree program.

### **C1.12 Endorsement Certification**

Teachers who hold a valid academic Florida certificate and who have completed the required coursework are entitled to add the endorsement coverage for the areas listed below, to a valid Florida Educator's Certificate. To add this coverage, teachers must apply by contacting the district Certification Office for the application process. Please note that the required courses must be taken through an accredited university or through a Florida district approved in-service component or add-on program. Requirements for each subject area endorsement are listed in the Master In-service Plan. Link to: <http://www.santarosa.k12.fl.us/pdc/in-service/mip.pdf>

#### **a. Add-on Endorsements are listed below:**

- 1. Autism Endorsement

2. English Speakers of Other Languages (ESOL) Endorsement

The ESOL Endorsement is a series of courses that must be completed in the correct sequence and in its entirety to include all courses identified by the Director of Federal Programs in order to meet the requirements specified by the Florida Department of Education. The current list of courses will be maintained and published by the Director of Federal Programs and made available through the Department of Federal Programs.

3. Gifted Endorsement

The following guidelines are to be followed when reviewing candidates for gifted positions:

- a. Teachers assigned in elementary gifted programs must hold elementary education certification as well as gifted endorsement.
- b. Teachers assigned in the middle and senior high levels who are teaching gifted courses must be certified in the area they are teaching as well as have gifted endorsement.
- c. Teachers of gifted enrichment/elective courses (resource) must be certified in a subject area appropriate to the primary focus of the program as well as gifted endorsement.

4. Reading Endorsement

The Reading Endorsement is a series of courses that must be completed in the correct sequence and in its entirety to include all courses identified by the Coordinator of Literacy in order to meet the requirements specified by the Florida Department of Education. The current list of courses will be maintained and published by the Coordinator of Literacy and made available through the Literacy Department.

**b. Santa Rosa District ESOL and Reading Endorsement District-paid Coursework Policy**

1. Certified teachers who want to work toward either endorsement may enroll in no more than one Beacon ESOL Endorsement and one Beacon Reading Endorsement course during any course cycle.
2. Participants may withdraw from any Beacon Endorsement course without penalty **prior** to submitting an assignment.
3. Once an assignment is submitted to the Beacon Endorsement course, the district is charged for the entire course. Failure to complete the course for any reason will result in **self-payment** to retake the course before utilizing the District-paid program again.

**All work submitted to the Beacon Endorsement course will be the registered individual's work and not shared with others.**

### **C1.13. District Certificates Summary**

When a teacher has a state issued Professional Certificate, the validity dates can be matched by prorating the cost to renew the local certificate by the number of years needed to match the dates. (Example: state issued certificate expires in 1998; the local issued certificate expires in 1997. Have the teacher pay 1/5 of the fee and extend the local certificate one (1) year). After that, the teacher will pay one (1) fee to renew both certificates and have the same "window" for earning points or college credit.

a. **Degreed and Non-Degreed Part Time/Full-Time Vocational Certificate Part-Time Hourly Vocational Certificates:**

The District issues a five (5) year Renewable Part-Time Temporary Vocational Certificate. The employee must be employed less than full-time and non-salaried. At expiration of the Temporary Vocational Certificate, the applicant will complete another form and pay the fee for reissuance with no credit required for renewal. This may be used for those wanting to substitute in a vocational subject but do not have the minimum AA/AS degree or 60 semester hours.

b. **Full-Time/Part Time Salaried Vocational Certificates (Degreed and Non-degreed):**

The District issues a three (3) year Non-Renewable Temporary Vocational Certificate  
**AND**

a statement of eligibility. The employee must have equivalent scores or higher in Math, Reading, and Language Arts on the Test of Adult Basic Education (Basic Skills) as indicated on the Florida Department of Education Curriculum Framework for the vocational program certificate area applying for: effective demonstration of the Florida Educator Accomplished Practices; Professional Education Competencies approved by the Florida Department of Education; completion of a minimum of four (4) courses; or a combination of courses and programs as approved, based on the applicant's prior education and training, by the Director of Workforce Education.

- **At expiration of Temporary Vocational Certificate, if above requirements are complete, the applicant will complete another form and pay the fee for the Professional five (5) year Certificate.**

c. **Degreed Part Time/Full Time Vocational Certificate Qualifications for Employment of Degreed Vocational Instructional Personnel:**

1. To be eligible for appointment to an instructional position in a career and technical program in Santa Rosa County School District, the applicant must meet the requirements in School Board Policy 6.17 and other requirements specified for a district issued certificate.
2. *Full-Time / Part-time salaried* vocational instructional personnel are issued a three (3) year non-renewable vocational temporary certificate and must be employed in a salaried position.

3. *Part-Time* non-salaried vocational instructional personnel are issued a five (5) year part-time vocational certificate and must be employed less than full-time. Reissue requires another application and fee with credit required for renewal.
- d. **Requirements for a Vocational Temporary Certificate (three (3) year non-renewable or a five (5) year part-time):**
  1. Hold at least a high school diploma or the equivalent.
  2. Hold or be working to obtain the industry certification aligned with the area of assignment when a valid industry certification is available and applicable. Certification must be attained in the first year of employment.
    - a. The list of appropriate certifications and certifying agencies is published annually by the Florida Department of Economic Opportunity by July 1 and maintained by the Director of Workforce Education.
  3. Hold a bachelor's degree or higher from an accredited institution as specified in Rule 6A-4.003, Florida Administrative Code, with an undergraduate or graduate degree major related to the instructional assignment; or
  4. One (1) year of successful full-time teaching experience in the area of assignment as verified by the Director of Workforce Education and chairperson of the occupational advisory committee specific to the area of assignment. The verification shall include a listing of all current members of the advisory committee and endorsement of the teacher by a majority of the membership.
  5. Experience verification requirements shall be:
    - a. Occupational experience shall be gained as a wage earner after age sixteen (16);
    - b. The occupational experience shall be verified by former employers on letterhead from human resources department or by affidavit; for self-employment, experience in a family-owned business or experience at firm no longer in businesses, the experience shall be verified by an individual knowledgeable of the applicant's service. Employment verification shall not be accepted from the applicant. The verification shall be provided by notarized affidavit(s) and specify the dates of employment, job title(s) and full-time or part-time employment. When employment was part-time, the number of hours worked per week shall be included.
    - c. Recent experience or training shall be required in the occupational field of the teaching assignment as follows:
      - At least six (6) weeks of occupational experience relevant to the position gained within the five (5) year period immediately preceding the date of application for employment, or



- At least three (3) semester hours of college credit earned within the five (5) year period immediately preceding the date of application for employment. The college credit shall be earned at an accredited institution as specified in FS231.17(2)(c), and shall be completed in skills or theory courses related to the area of assignment, or
  - Completion of a career training program or completion of an apprenticeship program as described in subparagraph above within the five (5) year period immediately preceding the date of application for employment, or
  - Completion of an authorized training program that meets the FLDOE's definition of "part time experience in the teaching specialization area" for a given Career and Technical Education program as outlined in the program's curriculum frameworks, i.e., Florida Center of Excellence for Regenerative Health Biotechnology (CERHB) Biotechnology Teacher Certification Program.
- e. A Professional Certificate shall be issued to Degreed Full-Time Vocational Instructional Personnel when requirements specified below are met:
1. Three (3) years of successful teaching in the areas of which occupational expertise was established.
  2. Completion of a minimum of four (4) courses; or a combination of courses and programs as approved, based on the applicant's prior education and training, by the Director of Workforce Education.
    - a. General Methods of Teaching Vocational Education which includes testing and evaluation.
    - b. Methods of Teaching Industrial Education, health occupations or public service education or other approved college course work specific to the area of the teaching assignment Principles and Philosophy of Vocational Education.
    - c. To include course construction, lesson planning, and management and safety procedures for the vocational classroom and laboratory.
    - d. Vocational Education Designed for the Special Needs Student.

The following is a list of approved delivery methods which may be utilized to meet this coursework requirement:

    1. Florida Association of Career and Technical Education (FACTE) online courses.
    2. Perkins Professional Development Institute through the Florida Department of Education Office of Career and Adult Education.
    3. BEACON Educator online coursework partnered with the Santa Rosa County School District Alternative Certification Program.

4. Transcripts from an accredited institution.
5. Equivalent scores or higher in Math, Reading, and Language Arts on the Test of Adult Basic Education (Basic Skills) as indicated on the Florida Department of Education Curriculum Framework for the program Vocational Certificate area.
6. Effective demonstration of the Florida Educator Accomplished Practices approved by the Florida Department of Education.

f. **Non-Degreed Part Time/Full time Vocational Certificate/ Blue Collar Qualifications for Employment of Non-Degreed Vocational Instructional Personnel:**

1. The School Board defines non-degreed vocational instructional personnel as those staff members with qualifications established on the basis of occupational expertise. These individuals are assigned to teach only specific non-degreed vocational courses when the Course Code Directory specifies non-degree vocational instructors as appropriate.
2. The district Superintendent or designee shall insure that each candidate for employment in a non-degreed vocational instructional position meets minimum requirements for employment and shall maintain records of such information specified for a district issued certificate.
3. *Full-Time /Part-Time salaried* vocational personnel are issued a three (3) year non-renewable non-degreed vocational temporary certificate – must be employed in a salaried position.
4. *Part-Time Hourly* vocational personnel are issued a five (5) year part-time non-degreed vocational certificate – must be employed less than full-time – reissue requires another application and fee – with no credit required for renewal.
5. Effective January 1, 2019, vocational teachers/ Blue collar workers may receive credit for each year of verifiable full-time occupational experience. The requirement for verifiable experience shall be the same as required by the district vocational certification coverage area which aligns with the program the employee is hired to teach. For existing employees, verified full-time occupational experience will not be credited until the beginning of the payroll cycle after receipt of the verification. New vocational teachers are allowed 60 days from the date of hire to have experience verification forms complete and in the Human Resource Office for pay purposes. Verification received after the first 60 days of employment will not be credited until the beginning of the payroll cycle after receipt of the verification.
  - a. Requirements for a Non-Degreed Vocational Certificate (three (3) year non-renewable temporary or five (5) year part-time temporary):
    - Hold at least a high school diploma or equivalent.

- Hold or obtain within one year, the industry certification aligned with the area of assignment when a valid industry certification is available and applicable.
  - The list of appropriate certifications and certifying agencies is published annually by Florida's Agency of Workforce innovation by July 1 and kept by the Director of Workforce Education.
- b. Occupational experience in the teaching specialization area as specified in one (1) of the plans below:
  - Plan One: At least six (6) years of verified full-time occupational experience or the equivalent in part-time experience in the occupational field of the teaching assignment; or
  - Plan Two: A minimum of two (2) years of full-time experience or the equivalent in part-time experience in the occupational field of the teaching assignment in combination with one (1) of the options listed below:
    - Hold a bachelor's degree or higher from an accredited institution as specified in Rule 6A-4.003, Florida Administrative Code with an undergraduate or graduate degree major related to the instructional assignment; or
    - Successful completion of a program of training specific to the area and completed at a postsecondary vocational or technical institution approved by the department of vocational education in the state where the institution is located; or
    - A certificate of completion of an apprenticeship as established by the United States Department of Labor, the Florida Department of Labor, or any state apprenticeship department which is specific to the area of assignment; or
    - A written verification of the candidate's occupational competency. The verification of occupational competency shall be signed by the District Director of Vocational Education and the chairperson of the occupational advisory committee specific to the area of assignment. The verification shall include a listing of all current members of the advisory committee and verification that the candidate was endorsed by a majority of the membership.
- g. Experience verification requirements shall be:
  1. Occupational experience shall be gained as a wage earner after age sixteen (16);
  2. The occupational experience shall be verified by former employers on letterhead from previous employer or by affidavit. For self-employment, experience in a family-owned business or experience at firm no longer in business, the experience shall be verified by an individual knowledgeable of the applicant's service. Employment verification shall not be accepted from the applicant. The

verification shall be provided by notarized affidavit(s) and specify the dates of employment, job title(s) and full-time or part-time employment. When employment was part-time, the number of hours worked per week shall be included.

3. Recent experience or training shall be required in the occupational field of the teaching assignment as follows:
  - a. At least six (6) weeks of occupational experience gained within the five (5) year period immediately preceding the date of application for employment, or
  - b. At least three (3) semester hours of college credit earned within the five (5) year period immediately preceding the date of application for employment. The college credit shall be earned at an acceptable institution as specified in FS231.17(2) ©, and shall be completed in skills or theory courses related to the area of assignment, or
  - c. Completion of a career training program, or completion of an apprenticeship program within the five (5) year period immediately preceding the date of application for employment, or
  - d. One (1) year of successful teaching experience in the program area of assignment during the five (5) year period immediately preceding the date of application for employment.

h. **A Professional Certificate shall be issued to a Non-Degreed Full-Time Vocational Instructional Personnel when requirements specified below have been met:**

1. Three (3) years of successful teaching in the area for which occupational expertise was established.
2. Completion of a minimum of four (4) courses; or a combination of courses and programs as approved, based on the applicant's prior education and training, by the Director of Workforce Education.
  - a. Principles and philosophy of vocational education.
  - b. General methods of teaching vocational education which includes testing and evaluations.
  - c. Methods of teaching Industrial Education, health occupations, or public service education or other approved college course work specific to the area of the teaching assignment to include course construction, lesson planning, and management and safety procedures for the vocational classroom and laboratory.
  - d. Vocational education designed for the Special Needs Student.

The following is a list of approved delivery methods which may be utilized to meet this course requirement:

- Florida Association of Career and Technical Education (FACTE) online courses.
  - Perkins Professional Development Institute through the Florida Department of Education office of Career and Adult Education.
  - BEACON Educator online coursework partnered with the Santa Rosa County District Alternative Certification Program.
  - Transcripts from an accredited institution.
1. Equivalent scores or higher in Math, Reading, and Language Arts on the Test of Adult Basic Education (Basic Skills) as indicated on the Florida Department of Education Curriculum Framework for the program Vocational Certificate area.
  2. Effective demonstration of the Florida Educator Accomplished Practices approved by the Florida Department of Education.

\*Requirements for area three (3) may be waived if all of the following requirements are met:

- a. Employed with Santa Rosa County District Schools at the time of making application.
- b. Employed with Santa Rosa County District Schools prior to Florida Department of Education testing requirements for CLAST and Professional Education Exams with no break in continuity of service.
- c. Hold a current Florida state issued certificate.

#### **i. Career Specialist**

1. **To be eligible for a Degreed Career Specialist position, a person must:**
  - a. Hold a bachelor's degree or higher from an accredited educational institution as specified in Rule 6A-4.003, FAC.
  - b. Provide verification of at least two (2) years of full-time occupational experience or equivalent in part-time experience.
    1. The initial Temporary Certificate issued shall be valid for three (3) year with a validity period from July 1, to June 30.
    2. A full-time degree certificate covering Career Specialist valid for five (5) years will be issued when the following requirements are met:
      - a. Completion of two (2) years full-time experience in a position of Career Specialist;
      - b. Participation in career education training conducting via Workforce Education pre-planning professional development;
      - c. Verified effective demonstration of required professional education competence through the instructional evaluation system of the Santa Rosa County School District;

- d. Complete a minimum of two courses; a combination of courses and programs based on the applicant's prior education and training approved by the Director of Workforce Education.
  - Principles and Philosophy of Vocational Education
  - General Methods of Teaching Vocational Education which includes testing and evaluation.
  - Methods of Teaching Industrial Education, health occupations or public service education or other approved college coursework specific to the area of the teaching assignment to include course construction, lesson planning, and management and safety procedures for the vocational classroom and laboratory.
  - Vocational Education Designed for the Special Needs Student
    - The following is a list of approved delivery methods which may be utilized to meet this coursework requirement:
    - Florida Association of Career and Technical Education (FACTE) online courses.
    - Perkins Professional Development Institute through the Florida Department of Education Office of Career and Adult Education.
    - BEACON Educator online coursework partnered with the Santa Rosa School District Alternative Certification Program.
    - Transcripts from an accredited institution.
    - Other career education coursework may be considered.

**2. To be eligible for a Non-Degreed Career Specialist position, a person must:**

- a. Hold at least a high school diploma or the equivalent based on general education development tests or other achievement tests approved by the State Board which establishes the equivalency for a high school diploma.
  - b. Provide verification of at least six (6) years of full-time occupation experience or the equivalent in part-time experience.
5. The initial Temporary Certificate issued shall be valid for three (3) years with a validity period from July 1, to June 30.
6. full-time non-degreed certificate covering Career Specialist valid for five (5) years will be issued when the following requirements are met:
- a. Completion of two (2) years full-time experience in a position of Career Specialist;
  - b. Participation in career education training conducting via Workforce Education pre-planning professional development;

- c. Verified demonstration of required professional education competence through the instructional evaluation system of the Santa Rosa County School District. Complete a minimum of two (2) courses; a combination of courses and programs based on the applicant's prior education and training approved by the Director of Workforce Education.
  - Principles and Philosophy of Vocational Education
  - General Methods of Teaching Vocational Education which includes testing and evaluation.
  - Methods of Teaching Industrial Education, health occupations or public service education or other approved college coursework specific to the area of the teaching assignment to include course construction, lesson planning, and management and safety procedures for the vocational classroom and laboratory.
  - Vocational Education Designed for the Special Needs Student.
- c. The following is a list of approved delivery methods which may be utilized to meet this coursework requirement: Florida Association of Career and Technical Education (FACTE) online courses.
  1. Perkins Professional Development Institute through the Florida Department of Education Office of Career and Adult Education.
  2. BEACON Educator online coursework partnered with the Santa Rosa School District Alternative Certification Program.
  3. Other career education coursework may be considered.
  4. Transcripts from an accredited institution.

#### **C1.14. Junior Reserve Officer Training Corps (JROTC)**

To be eligible for appointment in a Junior ROTC instructional position in Santa Rosa County School District, the applicant must meet the following requirements for a district issued *three (3) year non-renewable Temporary Vocational Certificate*:

- a. Is retired from active duty military.
- b. Satisfies criteria established by the appropriate military service for certification by the service as a junior reserve officer training instructor or provide documentation from the appropriate military service of enrollment to receive the required certification.
- c. Has an exemplary military record.
- d. Meets requirements of Board Policy.
  1. **JROTC EMPLOYMENT**-to be employed as a JROTC instructor, the District issues a three (3) year *non-renewable* Temporary Vocational Certificate. The employee must demonstrate the Professional Education Competencies (POP Program), pass the General Knowledge Test and pass the Professional Educator Exam prior to the expiration of the temporary certificate. Upon expiration of the temporary

certificate the applicant will complete another form (providing the previous criteria has been met) and pay the fee for a Professional five (5) year Certificate.

**2. A District Issued Professional Vocational Certificate shall be issued to JROTC instructors when the requirements specified below have been met:**

- a. Effective demonstration of the Florida Educator Accomplished Practices approved by the Florida Department of Education.
- b. Passing score on the General Knowledge Test.
- c. Passing score on the Professional Education Exam.

**C2. Employee Contracts**

The Santa Rosa County School Board will issue contracts electronically to new employees after their appointment. In the interim, employees will be working under the previous year's contract. The new contract is to be signed electronically by the employee immediately. All personnel receiving a supplement for extracurricular activities will be issued a separate supplement contract.

Certified instructional personnel hold positions under one (1) of the following types of contracts:

**C2.1 Probationary Contract**

Beginning July 1, 2011, each individual newly hired as instructional personnel by the Santa Rosa County District Schools shall be awarded a probationary contract.

Employees with a Probationary Contract may be released from their contract at any time during the validity date of their probationary contract.

**C2.2 Annual Contract**

Beginning July 1, 2011, an annual contract may be awarded pursuant to Florida Statute for instructional personnel who have successfully completed a probationary contract with the Santa Rosa County District Schools or who have received an annual contract in the prior year from the Santa Rosa County District Schools. Employees with an Annual Contract may not be released during the validity date of their annual contract without "Just Cause". Annual Contracts are not automatically renewed annually. Any break in service will result in a return to Probationary Contract.

**C2.3 Professional Services Contract**

Professional Services Contract is a contract issued to a teacher before July 1, 2011, who has maintained continuity as a teacher. Employees with a Professional Services Contract may not be released during the validity date of their Professional Services Contract without "Just Cause" and are automatically renewed annually.

**C2.4 Continuing Contract**

Continuing contract is a contract issued to a teacher before July 1, 1982, who has maintained continuity as a teacher. Employees with a Continuing Services Contract may not be released during the validity date of their Continuing Services Contract without "Just Cause" and are automatically renewed annually.



## **C2.5 Administrative Contract**

Any person employed as an administrator shall meet those qualifications as listed in the Board adopted job description. All administrative staff shall be entitled to and shall enter into a written contract with the School Board as provided by law. Any member of the administrative staff who is willfully absent from duty without approved leave shall forfeit compensation for the time absent, and his or her contract shall be subject to cancellation by the Board.

Each member of the administrative staff on initial employment shall be given a written contract. Renewal of the contract from year to year will be based on an annual review of the services rendered and renewed only when acceptable and satisfactory service has been rendered. The first 97 working days of the initial contract shall be a probationary period during which the employee may be dismissed without cause. Instructional staff with a professional services contract (PSC) will no longer retain their professional services contract when moving to an administrative contract. In the event that an administrator returns to an instructional contract, he/she will be awarded an annual instructional contract and does not return to a professional service contract they may previously had.

## **C2.6 Supplemental Contracts**

Supplement contracts may be either a fixed amount or a percentage amount as negotiated in the appropriate contract. Supplement contract amounts based on a percentage will be equal to the negotiated supplement percentage multiplied by the previous year's beginning salary for Instructional positions (Bachelor level) which is defined in the HR system as Salary Slot IBA01. For Educational Support positions, the amount will be based on range 7 Level 1 of the currently approved Educational Support Salary Schedule.

In an effort to be in compliance with F.S. 1011.60—Minimum requirements of the Florida Education Finance Program. SRCSB use the following payroll distributions of supplements.

### **Payroll Distributions for Differentiated Pay Schedule**

SEASONAL SPORTS:	HEAD*	ASS'T*
Football, Basketball, Baseball, Track, Wrestling, Athletic Director		
Softball, Soccer, Volleyball	.16	.10
Combined Male and Female Team		.12
All others		.08
Cheerleader Sponsors*-Football or Basketball:		
1. Varsity	.10	
2. Jr. Varsity	.05	
3. Ninth Grade	.05	

\*Coaching supplements will be paid as three (3) monthly distributions during their designated seasons as follows:

- Fall Sports                      September, October, and November
- Winter Sports                  December, January, and February
- Spring Sports                  March, April, and May

Multi-seasonal supplements:

Cheerleader Sponsors-Football & Basketball:

1. Varsity                      .16                      September, October, and November
2. Jr. Varsity                  .10                      December, January, and February
3. Ninth Grade              .10                      (To be paid in six (6) monthly distributions)

Annual Positions\*\*:

Agriculture, High with FFA	.10	
Band Director, High School	.21	
Ass't Band Director, High School	.12	
Band Director, Middle School	.08	
Drama Director, High School	.05	
Performing dance, High School	.05	
Annual Sponsor, High School	.05	
Annual Sponsor, Others	.03	
Newspaper Sponsor, Middle/High	.03	
Web Manager	.05	
Forensic Sponsor, High School	.05	
JROTC instructors	.05	
Minority Recruitment and Retention	.08	
Choral Director, High School	.05	
Choral Director, Other	.03	
SGA without designated class period	.05	
SGA with designated class period	.03	
Speech Therapists		defined in Master Contract
Board Certified Behavior Analysts		defined in Master Contract
School Psychologists		defined in Master Contract
site wellness coordinators		defined in Master Contract
site energy management coordinator		defined in Master Contract
B.E.S.T. Robotics sponsor		defined in Master Contract
acting assistant principal		defined in Master Contract
Department Head		defined in Master Contract
Grade Level Chairs		defined in Master Contract

\*\*Annual position supplements to include Athletic Director will be paid as nine (9) monthly distributions starting with the September paycheck and ending with the May paycheck.

Employees receiving a supplement must sign and agree to the supplemental contract terms, acknowledging the contract is in effect for the entire period specified on the contract. Each employee receiving a supplemental contract (unless exempt) will receive

an annual evaluation by the principal or administrative designee of the school where the contracted employee provides the supplemental service. This evaluation must occur prior to May 30<sup>th</sup> and must occur for each supplemental contract. The site administrator must notify the supplemental contract employee in writing by June 1<sup>st</sup> if the supplement will not be received the next school year.

- a. At the annual evaluation meeting, all personnel receiving supplements may be called upon to substantiate additional hours beyond other contracted work time for each supplement using the standard form provided.
- b. All personnel receiving athletic supplements must provide a participant roster (\*must include the coaches names) and schedule of contests to the Director of High School Education no later than the date of their first contest. Failure to do so may result in a loss/partial loss of supplemental pay.
- c. The maximum for supplemental contracts will be determined by the Master Contract and will be monitored by Human Resources.
- d. There shall be 1 Head Coach for each sport in accordance with the Master Contract.
- e. If an employee is contracted for more than one supplement within the same athletic season (Fall, Winter, Spring), each contract requires separate practice and contest schedules.
- f. When a sport is in-season as identified by FSHAA policy, each employee contracted for that sport must attend practice, contests, or sport related activities in accordance with the Master Contract and these activities will be scheduled outside any other contracted hours.
- g. When not in-season as identified by FHSAA policy, supplemental contract employees are still expected to assist with any duties related to their supplemental contract as determined by the Head Coach, Athletic Director, or Principal.
- h. In the event an employee signs a supplemental contract for a specific sport and level (JV, 9<sup>th</sup>) and subsequently there are not enough participants to have a viable team for that sport and level, the Principal shall notify the Director of High School Education. The Director will work with Human Resources to determine if a new contract is needed to reflect a reassignment, or if the supplemental contract will be terminated at that point in time in accordance with the Master Contract.
- i. All supplement only employees will attend an orientation meeting with the school principal or designee prior to serving in any capacity in the supplemented position. The orientation will include but not be limited to information on the Santa Rosa County School District Outside Support Organization Manual, travel procedures, temporary duty procedures, fund raising expectations, FHSAA rules and regulations, physical forms, and all items 1-8 above.
- j. Each sport at each level (9<sup>th</sup>, JV) will be assigned a coach supplemented by the district to lead the sport. An approved volunteer coach or booster compensated coach may not be assigned to lead any sport at any level.
- k. The following list of supplemental positions are exempt from completing the activity log and having an annual evaluation:

1. Bodily Fluid Supplement
  2. Wellness Coordinator
  3. High Economically Disadvantaged
  4. Department Head
  5. Grade Level Chair
- I. The following list of supplemental positions are exempt from completing the activity log but are required to have an annual evaluation if they are a direct hire by Santa Rosa County District Schools
1. Speech Therapist
  2. Board Certified Behavior Analysts
  3. School Psychologist

## **New Hire Workflow— Supplements**

School Board compensated supplement positions\* are posted on the district web page in accordance with hiring procedures. Preference is given to instructional applicants. If there are no qualified instructional applicants, the position may be offered with the grade level director's approval to qualified educational support employees or if there are no qualified educational support employees, the position may be offered to qualified non school board employees.



Principal interviews applicants and selects a candidate they would like to hire via the electronic hiring system.



H.R. processes information checking application status, and availability of the supplement with the Grade Level director as necessary. If candidate meets requirements, final approval is sent to Principal.



Principal contacts candidate to offer position and directs them to contact H.R. for pre-employment screening. Principal submits interview rubric to Human Resources and the Supplement form to the Grade Level Director.



Candidate reports to H.R. for drug screening, fingerprinting, and I-9 paperwork. Once screenings have cleared, H.R. notifies Principal and candidate they are now cleared to work with students. New employee orientation issued and employee must complete within 48 hours.



Human Resources creates supplement only record for employee and adds supplement. Supplement form sent to Board for approval. Once returned, supplement form is placed in employee's personnel file.

\* Supplemented positions associated with current instructional positions do not require posting as it relates directly to the instructional responsibilities or sponsorship is specific to school site based activities requiring site specific employees. (ex: class sponsors, SGA, chorus, band, drama, grade level chair, department chair, etc...). Supplemented positions that can be held by someone other than school based personnel should be posted.

### C3. Salary Schedules

- a. **Administrative:** The administrative salary placement schedule will be approved by the School Board. The Superintendent will establish the beginning salary for anyone appointed to an administrative position using the appropriate grade as stated on the salary schedule, with up to five years of creditable administrative service recognized based on an evaluation of effective (satisfactory) or higher from the previous employer. For the purposes of determining a salary placement, the current administrative salary will be used to determine a base salary. A percentage adjustment equal to the negotiated effective rate on the Instructional Salary Schedule can be applied for the current year of hire and each prior year for up to five years at the negotiated effective rate for each individual year. The percentage adjustments will be calculated and added individually so they are equitable with those of existing employees.
- b. **Instructional:** The instructional salary schedule will be approved annually by the School Board. The minimum time which may be recognized as a year of service for contractual purposes shall be full-time actual service rendered under contract for one-half (1/2) or more of the total number of hours required for the normal contractual period of service for the position held and an effective (satisfactory) evaluation in the year of experience. In determining such service, sick leave and holidays for which the employee received compensation shall be counted, but all other types of leave and holidays shall be excluded.
- c. **Educational Support Personnel:** The educational support personnel salary schedule will be approved annually by the School Board. The minimum time which may be recognized as a year of service for contractual purposes shall be full-time actual service rendered under contract for one-half (1/2) or more of the total number of hours required for the normal contractual period of service for the position held and an effective (satisfactory) evaluation in the year of experience. In determining such service, sick leave and holidays for which the employee received compensation shall be counted, but all other types of leave and holidays shall be excluded.
- d. **Salary Improvements:** Employees must work a qualified year of experience for Santa Rosa County District Schools and receive an evaluation on that year of experience in order to be eligible for any negotiated salary improvement. A qualified year of experience shall be defined as working for one day more than half of a specified contract and receiving an evaluation of satisfactory or higher on that year of service as defined in the approved Santa Rosa County District Schools evaluation manual for the specific position.

Employees who take extended leave which lasts more than half of the contract year and results in no final evaluation will not be eligible for the next year's negotiated pay increase.

#### C3.1 Experience for Salary Purposes

##### a. Experience Types:

##### 1. Florida public

Santa Rosa School Board accepts all Florida full-time public-school experience with a satisfactory performance evaluation unless the employee is retired FRS, Teacher Retirement System (TRS) or any other state retirement system – in that case the maximum number accepted is ten (10) years.

**2. Out of state public**

For teachers hired on or after January 7, 2003, for purposes of pay, the Santa Rosa County School Board shall recognize and accept each year of full-time public-school teaching service earned outside the state of Florida and for which the employee received a satisfactory performance evaluation.

**3. Private School**

Credit will be given for prior teaching experience in a private school provided the school is accredited by the Southern Association of Colleges and Schools or another regional association of colleges and schools or the state where the experience was, and the employee provides documentation of satisfactory evaluations for all of the years of verified experience.

4. It shall be the responsibility of the teacher to a) verify all public teaching experience and b) provide documentation of satisfactory evaluations for all of the years of verified experience.
5. If the teaching institution has closed and information is not available by contacting the organization, the employee may provide the following information as documentation of verifiable years of experience:
  - a. Copies of performance evaluations for each year they are seeking credit indicating a "satisfactory" or higher rating on their overall performance evaluation.
  - b. A notarized letter from the employee's former supervisor attesting to the employees overall "Satisfactory" performance evaluation for each of the year's the employee is seeking credit for.

**b. Vocational/Non-degreed:**

Vocational teachers may receive credit for full-time work experience as required by the state or district for the appropriate certification.

Occupational therapists, physical therapists, licensed speech pathologists, social workers, school psychologists, or counselors may receive credit for full-time work experience provided the experience was with an accredited state agency or licensed facility where like experience was gained and directly related to working with children or adolescents. Occupational therapists, physical therapists, school psychologists and speech pathologists must have held a valid state license or state teaching certificate during that work time.

### **C3.2 Payment for Advanced Degrees**

To receive credit on the instructional salary schedule an advanced degree must be in a certification area and:

- a. Be reflected on an official transcript **(and)**
- b. Be from an accredited college or university recognized by the Florida Department of Education **(and)**
  1. be in an area of certification that is maintained by the teacher **or**
  2. added to the employee's certificate based on the advanced degree **or**
  3. has an advanced degree from an accredited university related to a certification area already reviewed and approved by the Florida Department of Education that is on the teacher's valid educator certificate **(or)**
  4. be issued by a college of education (defined as a Master's/Specialist/ Doctor of Education), if not eligible for certificate under 2a or 2b, or 2c above.



## New Hire Instructional Advanced Degree Salary Supplemental Pay Information

The Santa Rosa County School District will use the acceptable majors listed below as recommended by the Florida Department of Education to determine eligibility for payment of advanced degrees.

<b>Florida Certification Coverage</b>	<b>Frequently Acceptable Degree Major(s)</b>
Agriculture	Agriculture, General Agriculture, Vocational Agriculture
Arabic	Arabic
Art	Art, Art Education, Fine Arts (major, not degree type), Architecture, Interior Design, Fashion Design, Commercial Art, One Area of Art (Painting, Sculpture, etc.)
Biology	Bacteriology, Biology, Biological Sciences, Biomechanics, Botany, Dentistry, Doctor of Medicine, Physiology, Exercise Physiology, Genetics, Kinesiology, Life Science, Marine Biology, Microbiology, Zoology, Doctor of Veterinary Medicine, Doctor of Osteopathy
Business Education	Business Education, Business Administration
Chemistry	Biochemistry, Chemistry, Chemical Engineering, Pharmacy, Pharmaceutical Sciences, Doctor of Pharmacy
Chinese	Chinese
Computer Science	Computer Information Sciences, Computer Science, Computer Programming, Computer Technology, Computer Engineering
Dance	Dance, Dance Education
Drama	Acting, Drama, Dramatic Arts, Theatre, Theatre Arts, One Area of Drama (Directing, etc.)
Earth-Space Science	Astronomy, Climatology, Earth Science, Geology, Metallurgy, Meteorology, Oceanography, Paleontology, Physical Geography, Space Science
Educational Leadership	Educational Administration, Administration and Supervision, Educational Leadership, Educational Management and Development, School Principal (master's level)
Educational Media Specialist	Educational Media, Educational Media Technology, Instructional Media, Library Science (not Technology Education)

Elementary Education (K-6)	Elementary Education 1-6, K-6, N/K-6, K-3, K-4, K-8, K-9, Upper Elementary 4-6
Engineering and Technology Education	Industrial Arts, Industrial Technology Education, Industrial Education, Industrial Arts-Technology Education, Technology Education
English	English, Literature (English), Creative Writing, Language Arts
English to Speakers of Other Languages (ESOL)	English to Speakers of Other Languages (ESOL)
Exceptional Student Education (ESE)	Special Education, Mild and Moderate Needs, Teacher of the Handicapped, Varying Exceptionalities; Behavioral Disorders, BD/LD, Emotionally Conflicted, Emotionally Disturbed, Emotionally Handicapped, Socially and Emotionally Maladjusted; Educable Mentally Retarded, Children with Retarded Mental Development (CRMD), Intellectual Disabilities, Mentally Handicapped, Mentally Impaired, Mental Retardation, Profoundly Mentally Retarded, Severely and Profoundly Mentally Retarded, Trainable Mentally Retarded; Learning Disabilities, Specific Learning Disabilities; Motor Disabilities, Orthopedically Handicapped, Physically Handicapped, Physically Impaired
Family and Consumer Science	Home Economics, Vocational Home Economics, Family and Consumer Science
Farsi	Farsi
French	French
German	German
Greek	Greek
Guidance and Counseling	School Guidance and Counseling, School Counseling, School Guidance (master's degree level)
Haitian-Creole	Haitian-Creole
Health	Allied Health, Health, Health Education, Health Services, Nursing (BS), Public Health, Doctor of Medicine, Doctor of Dental Medicine, Doctor of Dental Science, Doctor of Osteopathy

Hearing Impaired	Deaf and Hard of Hearing, Deaf Education, Hearing Disabilities, Hearing Impaired, Hearing Science, Education of Deaf-Blind
Hebrew	Hebrew
Hindi	Hindi
Humanities	Humanities, Classical Studies
Italian	Italian
Japanese	Japanese
Latin	Latin
Marketing	Distributive Education, Marketing, Marketing Education
Mathematics	Mathematics, Mathematics Education, Engineering (Civil, Chemical, Computer, Electrical, Mechanical, Aeronautical/Aerospace, or Nuclear), Statistics, Actuarial Science
Middle Grades English	Middle Grades English, Middle Grades Language Arts,  Middle School English Education, Junior High School English, English, Literature (English), Creative Writing, Language Arts Literature (English), Creative Writing
Middle Grades General Science	Middle Grades Science, Teaching Middle School Science, Junior High Science, Middle School Science Education, General Science
Middle Grades Mathematics	Middle Grades Mathematics, Teaching Middle School Mathematics, Junior High Mathematics, Middle School Mathematics Education, Mathematics, Statistics, Engineering (Civil, Chemical, Computer, Electrical, Mechanical, Aeronautical/Aerospace, or Nuclear), Actuarial Science
Middle Grades Social Science	Middle Grades Social Science, Teaching Middle School Social Science, Junior High Social Science, Middle School Social Science Education, Social Science, Social Studies, American History, History, Western Civilization, World History, Geography, Economic Geography, (and other specialized areas of geography) Economics, Civics, Government, International Relations, Political Science, Sociology, Psychology,

	Educational Psychology (and other specialized areas of Psychology)
Music	Applied Music, Instrumental Music, Music, Music Education, Piano or other major instrument, Vocal Music, Voice, Composition (music), Percussion
Physical Education (K-12)	Physical Education any grade level with student teaching
Physics	Aeronautical Engineering, Aerospace Engineering, Chemical Engineering, Civil Engineering, Electrical Engineering, Mechanical Engineering, Nuclear Physics, Physics, Thermodynamics, Nuclear Engineering
Portuguese	Portuguese
Preschool Education	Nursery School Education, Preschool Education, Birth-Age 4, Birth-Age 8
Prekindergarten/Primary Education	Early Childhood Education if NK-3, NK-4, or Birth-Age 8; P-5, N-6, NK-6, Prekindergarten/Primary Education
Reading	Reading (master's degree level)
Russian	Russian
School Psychologist	School Psychology (specialist's degree level)
School Social Worker	Social Work, Social Worker, Social Welfare
Social Science	Social Science, Social Studies, American History, History, Western Civilization, World History, Geography, Economic Geography (and other specialized areas of geography), Economics, Civics, Government, International Relations, Political Science, Sociology, Psychology, Educational Psychology (and other specialized areas of Psychology)
Spanish	Spanish
Speech-Language Impaired	Communication Disorders, Speech Correction, Speech and Hearing Science, Speech-Language Impaired, Speech Pathology, Speech Pathology and Audiology (master's degree level)
Turkish	Turkish
Visually Impaired	Blind and Partially Sighted, Visual Disabilities, Visually Handicapped, Visually Impaired

A general graduate degree such as Curriculum and Instruction, which does not “match” any of the Florida certification areas, would not be acceptable, unless the transcript identified a major or specialization in the teacher’s certification subject (e.g., Mathematics, English, Science, Social Science, Elementary Education, etc.) or be issued by a recognized accredited college of education.

#### **C4. Other Employee Responsibilities**

**a. Name Change:**

An employee who changes his/her name is expected to use his/her legal name in dealing with the School Board and other professional agencies. The employee must present a Social Security Card with the name change and appropriate forms must be completed in order to change a name in the Human Resources Department. A certified employee must also submit a name change to the Florida Department of Education.

**b. Address Change:**

Florida Statute 1012.561 requires each educator to maintain a current mailing address with the Florida Department of Education. The statute also states that an employee of a school district shall notify the employer within 10 days of an address change and the employer in turn will notify the Department of Education within 30 days.

**c. Attendance at Staff Meetings at School Sites:**

There shall be a regular schedule of staff meetings. Such meetings shall be planned and shall be adequate in number to serve the needs of the school or work site.

**d. Private Instruction and Tutoring:**

A person offering private instruction for personal gain shall not use school buildings or property for that purpose unless approved by the school board.

**e. Attendance at Conferences and Planning Days:**

During the school year there will be 180 days of instruction for pupils with additional days designed as pre-school and post-school work days and shall be approved by the School Board annually.

1 All members of the instructional staff are required to attend all pre-school and post-school conference sessions. Any person not attending such conferences shall have his/her contract terminated as provided by law or shall have his/her salary reduced according to the number of days of service required under his/her contract.

2. All members of the staff shall attend all meetings called by the Superintendent or at his/her direction.

**f. Professional Ethics:**

Each member of the instructional staff shall receive a copy of the adopted Code of Ethics and shall read and abide by such code.

**g. Supervision of Student Teachers:**

The value of the teacher training program is recognized, and teachers are encouraged to participate. The regular classroom teacher shall be responsible at all times for the

class and shall see that quality instruction is maintained. A student teacher or intern shall not be used as a substitute teacher.

**h. Negligence in Meeting Financial Obligations:**

When a complaint is received that a staff member is delinquent or in default in payment of a debt or financial obligation, the following procedures shall be followed:

1. A copy of any letter referred to the Superintendent or Board shall be forwarded to the individual with a request for a letter of explanation or clarification.
2. If no written response is received from the individual, the original letter shall be placed in his/her file in the Superintendent's office and shall remain there until a written response is received justifying removal.
3. Wherever there is sufficient evidence to indicate that an individual is regularly delinquent in meeting his/her financial obligations, the Superintendent may file such information and supporting data with the professional rights and responsibilities committee for consideration. The School Board shall be informed in all such cases.

**i. Classroom Care:**

The teacher shall be responsible for seeing that the classroom is clean, attractive, well ventilated and properly lighted with the facilities available. The room shall be arranged so that the desks and furnishings are in keeping with the subject taught. Shades or blinds shall be properly adjusted for the maximum utilization of natural light. Care shall be taken to conserve utilities.

**j. Pupil Supervision:**

Proper supervision of a pupil shall be provided while he/she is under the immediate control of the school. Supervision of pupils shall be maintained on the school grounds, in classrooms, in pupil occupied areas of buildings, on field trips, during extracurricular activity, at school-sponsored social functions, and at any other school related or sponsored activity. Any member of the instructional staff who has responsibility for the supervision of pupils in the performance of his/her normal duties or who is assigned duty requiring the supervision of pupils and who fails to provide such pupil supervision by failing to report for duty or by leaving his/her post of duty without being properly relieved of such duty shall be deemed guilty of neglect of duty. Any person charged with such neglect of duty shall be subject to suspension from duty and termination of his contract.

**k. Return of Property**

The teacher shall return all property owned by the school to the principal upon closing or suspending school or termination of service. This includes all keys, records and reports and accounting for all other property.

#### **C4.1 Conflict of Interest**

- a. Part of III of Chapter 112 Florida Statutes addresses standards of conduct for public employees. It also addresses the issue of acceptance of gifts, doing business with one's agency, and conflicting employment in contractual relationships, School Board Policy 6.301 (Conflict of Interest in Purchasing), 6.303 (Conflict of Interest Determination Guidelines) and School Board Policy 7.70 (Purchasing and Bidding) also address related topics.
  1. Employees of the Santa Rosa County District Schools are permitted to engage in certain outside activities. Outside activities are defined as those activities, whether compensated or not, which are not part of the employee's assigned duties for which the District has provided no compensation. These guidelines are intended to provide guidance to employees to support them in their efforts to comply with Florida Statutes and School Board policies.
  2. Any employee of the Santa Rosa County District Schools who is engaged in any activity which results in, or could be interpreted as, a possible conflict of interest must complete the Conflict of Interest Determination Request form (72-04-08) and submit it to the Human Resource office for evaluation. This Form must be completed prior to the employee engaging in the activity.
- b. In summary, a conflict of interest arises, inter alia, when an individual's private interest (such as outside professional or financial relationships) might interfere with his/her professional obligation to the Santa Rosa County District Schools. Such situations do not necessarily imply wrongdoing or inappropriate activities. However, in a school setting, they can compromise or be perceived as compromising important academic values or the District's mission. This mandates that such conflicts or potential conflicts be disclosed and then managed, mitigated, or eliminated.
  1. **Questions to be considered:**
    - a. Does the proposed activity interfere with the employee's assigned duties? In particular, does the proposed activity conflict with assigned hours of work?
    - b. Does employment or association with outside agency reflect favorably on both institutions?
    - c. If self-employment or employment or association with any other agency or business is being proposed, does the activity compete with activities and services normally associated with the school district? Is the employment or association with an entity that does business with the school district?

#### **C5. Educational Support**

##### **C5.1 Hours of Work for Educational Support Employees**

It is the policy of the Santa Rosa County School Board where a conflict exists between any rule and the Fair Labor Standards Act, herein after referred to as FLSA, the FLSA shall prevail after April 15, 1985.

**a. Work Hours Defined:**

1. Exempt employees are those defined by the Fair Labor Standards Act.
  - a. No educational support employee shall work fewer than the established hours of a position, except provided in Section C5.2, which authorizes specific holidays and other activities within the workweek.
  - b. The workday for each 12-month full-time employee shall be 8 hours, and the workweek shall be 40 hours during a given 7-day period except as shown in paragraph 2b, below.
  - c. Overtime shall be compensated by granting the employee compensatory leave. Application of this policy shall be in accordance with Section C5.1b.
2. Non-exempt employees are those defined by FLSA.
  - a. No employee shall work fewer than the established hours of a position, except as provided in Section C5.2, which authorizes specific holidays and other activities within the workweek.
  - b. The normal workday and workweek during a given 7-day period for a monthly full-time employee shall be:

Teacher Asst./Parapro.	7.5 hrs pr day	37.5 hrs pr wk	10 mos pr yr
Clerical Data I/II.	7.5 hrs pr day	37.5 hrs pr wk	10 mos pr yr
**Clerical Data I/II	8.0 hrs pr day	40.0 hrs pr wk	12 mos pr yr
Food Service Manager	8.0 hrs pr day	40.0 hrs pr wk	10 mos pr yr
Asst. Food Serv. Mgr.	7.5 hrs pr day	37.5 hrs pr wk	10 mos pr yr
Food Service Worker	7.5 hrs pr day	37.5 hrs pr wk	10 mos pr yr
Bus Driver	4.0 hrs pr day	20.0 hrs pr wk	10 mos pr yr
Bus Assistant	4.0 hrs pr day	20.0 hrs pr wk	10 mos pr yr
Secretary	8.0 hrs pr day	40.0 hrs pr wk	12 mos pr yr
Custodian	8.0 hrs pr day	40.0 hrs pr wk	12 mos pr yr
Other	refer to job description		

\*At all Elementary, Middle and High Schools with less than 1100 students.

\*\*High Schools with 1100 or more students, Locklin Vo-Tech, Adult and Community School.

- c. The above employees may be contracted to work hours beyond the normal hours established for the position not to exceed 40 hours during a given 7-day



period as approved by the School Board, within the guidelines of the Fair Labor Standards Act (FLSA).

3. Full time employees shall be required to be present on their assigned jobs for the total number of hours for which they are being compensated, unless absence from duty is authorized.
4. Part time employees shall be required to be present on their assigned jobs for the total number hours for which they are being compensated, unless absence from duty is authorized.
5. Overtime shall be compensated in accordance with the FLSA. Applications of this policy shall be in accordance with Section C5.1b.
6. Except for regular compensatory leave used during the workweek in which it was earned, all approved leave of absences with pay and holidays that are gained as special compensatory leave earned for working on a holiday, shall be counted as time worked during a workweek. When actual hours worked plus such leave time used exceed the established workweek, the employee shall be given regular compensatory time for those hours as authorized by the site administrator within guidelines of FLSA.
7. When actual hours worked minus such leave time used exceed the established workweek or work period, the employee shall be given compensatory overtime for those hours as authorized by the appointing authority within the guidelines of FLSA.

**b. Overtime**

1. Non-exempt employees:
  - a. Overtime is defined as work performed by an employee beyond the established workweek or work period within the requirements of the FLSA.
  - b. Travel time shall be regulated as described in Fair Labor Standards Act, paragraphs 470, 471 and 472. When an employee is required to attend training courses and seminars, attendance and travel to and from such training courses and seminars shall be considered compensable work time if during work hours. Travel from home to work site, and vice versa, and overnight trips during non-work hours are non-compensable time.
  - c. Overtime shall be recognized by granting the employee compensatory leave credits on an hour for hour basis. When hours are physically worked over the established workweek or work period, or when an employee works on a holiday, compensatory credit will be earned at a ratio of one (1) and one (1) half hours for each hour worked. No employee shall be subject to "standby" duty. If an employee is asked to be available, they are to be given assigned duties at the work site and compensated according to the applicable guidelines of their position.
  - d. Payment for any type of unused compensatory leave credits will be made if the employee ends employment. When an employee accrues any type of

compensatory leave, the employee shall use this leave in lieu of annual leave credits.

2. Exempt employee:

- a. No payment shall be made for overtime hours in activities such as attendance at training courses and travel to and from work assignments unless required by the provisions of the FLSA.
- b. Overtime shall be recognized by granting the employee compensatory leave credits on an hour for hour basis for each hour of overtime worked. Any employee that is required to be on standby duty shall be allowed to accumulate regular compensatory leave credits for hours of required standby duty.
- c. Payment for any type of unused compensatory leave credits will be made if the employee ends employment. When an employee accrues any type of compensatory leave, the employee shall use this leave in lieu of annual leave credits.

c. **Record Keeping**

Each work site is required to keep an accurate record of all hours worked by each employee, as well as a complete and accurate record of all authorized leave that is approved in accordance with School Board Policy. Any employee who earns or uses compensatory leave will do so on a per minute basis. An exception to this for bus drivers and "blue collar workers" who earn or use compensatory leave credits in an amount of time which is less than a full hour shall be credited or charged with such leave to the closest quarter of an hour in accordance with the table below:

***Time Charged***

<b>Minutes Used</b>	<b>Minutes</b>	<b>Quarter Hour</b>
0-7	00	.00
8-22	15	.25
23-37	30	.50
38-52	45	.75

The ultimate responsibility for the accuracy and proper maintenance for all attendance and leave records rests with the site administrator.

Falsification of any attendance or leave records may be cause for dismissal of the employee or employees involved.

**C5.2 Holidays and Other Authorized Activities**

- a. The following holidays are authorized for educational support employees:
  1. Paid Holidays:

\*Independence Day

\*New Year's Eve

Labor Day

New Year's Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve

Christmas Day

Good Friday

Spring Holiday (variable)

\*Applies only to 11-month and 12-month employees if the date falls within their contract year.

2. Non-paid Holidays. Employees required to work on a non-paid holiday will be paid their regular salary on an hour for hour basis.
  - a. 12-month Employees – Six (6) days during the two (2) week period that schools are closed for Christmas. No more than 4 days during the period that schools are closed for spring holidays in accordance with the total number of required working days for employees based on the salary schedule.
  - b. 10-month Employees – Any day during the school year that an employee is not required to work because school is not in session and is not listed as a paid holiday will be considered a non-paid holiday.
  - c. If any of these holidays fall on Saturday, the preceding Friday shall be observed as a holiday; or if any of these days fall on a Sunday, the following Monday shall be observed as a holiday.
3. Due to unusual operational needs, the Board may approve a variation in the holiday schedule for employees.
  - a. Each educational support employee shall be given all holidays designated in this section, if the workload of the division is such that the employee's work can be discontinued.
  - b. If the holiday falls on the employee's regular **workday** and the employee **is** required to work, the employee shall be credited with special compensatory leave at a ratio of one- and one-half hours for each hour worked.
  - c. If the holiday falls on the employee's regular **day off** and the employee **is** required to work, the employee shall be credited with special compensatory leave at a ratio of one- and one-half hours for each hour worked.
4. Special compensatory leave earned from working a holiday shall be compensated at a ratio of one- and one-half hours for each hour worked. Compensation will not be in the form of a payment.

- a. Employees who are on approved leave with pay when holidays allowed in this section occur shall not have such days charged against their accrued leave credits.
  - b. Employees in a non-pay status, during any portion of the last scheduled workday before a holiday, shall not be eligible to receive payment for such holiday.
- 5. Each site administrator may allow employees one (1) work break during the first half of their work shift and one (1) work break during the second half of their work shift, provided that:
  - a. An employee may not accumulate unused work breaks.
  - b. Work break time shall not be authorized for covering an employee's late arrival for duty or early departure from duty.

### **C5.3 Disciplinary Action (Reference Laws of Florida 79-561)**

To discipline a subordinate who holds a position in the classified service of the school board, the following information and process will be utilized:

- a. Commencement of Action
  - 1. An action by a school/department to discipline an employee who holds a position in the classified service of the district shall be commenced by filing notice of such action in the Human Resource Office and to the employee against whom the action is taken.
  - 2. Disciplinary actions shall become a permanent part of the employee's personnel file and shall not be removed.
  - 3. A school/department may use a non-disciplinary verbal reprimand. A Record of Counseling or a letter of reprimand are disciplinary actions and will be placed in the Personnel File.
- b. Notice of Disciplinary Action
  - 1. Notice of the disciplinary action of an employee in the classified service shall state in writing the nature of the action taken, the effective date of the action, and, if a suspension, the duration thereof. Such notice shall specify the date, time and place (where applicable) and nature of the violation or misconduct charged in sufficient detail to provide the employee an opportunity to prepare a defense. Such notice shall be signed by the site administrator, or his/her authorized representative. Suspension shall be filed with the Human Resource Office for the School Board agenda following the effective date of the action that provides ample time to notify employee before Board Meeting.
  - 2. If the notice of disciplinary action is not received in the Human Resource Office within 10 working days of such action, the employee may be reinstated and reimbursed for any loss of pay or allowance.

- c. Service of Notice of Disciplinary Action on Employee  
Service of notice of disciplinary action on an employee in the classified service against whom such action has been taken shall be made by delivering a copy of such notice to the employee in person or by legal service of process, or if the employee is absent without leave from his employment in the classified service, by mailing a copy of such notice by certified United States mail to the last known address of the employee as shown in the personnel records of the School Board.
- d. Suspension of an Educational Support Employee for a Reasonable Period  
A school/department may recommend suspension of an employee for a reasonable period not to exceed thirty working days pending hearing and decision after opportunity for hearing. Such suspension may be without pay. The School Board shall investigate every such suspension and, in case of its disapproval, shall restore pay to the employee for such suspended time.
- e. Appeal by Employee to the Civil Service Board, Right of Appeal. An employee who has been suspended, demoted, or dismissed by the School Board from a position in the classified service, and who has been duly appointed to such position in accordance with School Board procedures and who has attained status by serving the required probationary period, shall have the right to appeal such disciplinary action to the Civil Service Board. To appeal, the employee shall, within 10 working days after the effective date of the suspension, demotion, or dismissal or after the date of servicing upon them of notice of such disciplinary action, whichever is later, file their appeal, in writing in the Civil Service Board's office; it shall be sufficient for the employee to deny the charges or reasons given for the action taken, and request a hearing before the Civil Service Board. The appeal shall be signed by the employee or their attorney and shall state the address to which a copy of the notice of hearing and other pleadings or papers filed in this action should be mailed. Copy of such appeal shall be served upon the Santa Rosa County School Board or its representative who initiated the action against the employee by delivery or regular United States mail to the address of record.
- f. Suspensions, demotions, dismissals, and hearings
  - 1. Any appointing authority may demote, suspend, or dismiss a classified employee for cause upon filing with the Civil Service Board written reasons for such action and giving the person whose removal is sought reasonable notice of the same and of the basis for such action and an opportunity to answer the same orally or in writing. Probationary employees do not have appeal rights and shall be deemed at-will employees.
  - 2. Such action may be filed with the Civil Service Board no more than 10 days excluding holidays of the relevant taxing authority after the effective date of the disciplinary action, and if not received in the office of the Civil Service Board within 10 days excluding holidays of the relevant taxing authority of such actions the employee will be reinstated and reimbursed for loss of pay and allowances. Such action may then be refiled by the relevant appointing authority. Thereafter, the

employee shall have 10 days excluding holidays of the relevant taxing authority after the action has been filed with the Civil Service Board within which to request a hearing before the Civil Service Board on such action. If a hearing is requested by an employee, the same shall be heard within a reasonable time thereafter.

3. Any appointing authority may suspend a classified employee for a reasonable period not to exceed 30 working days pending hearing and decision. Such suspension may be without pay; provided, however, that the Civil Service Board shall have authority to conduct a hearing upon appeal by the affected employee for every such suspension and, in case of its disapproval, shall have the power to restore pay to the employee for such suspended time.
  4. Subject to the foregoing provisions of this section, no person in the classified service shall be demoted, suspended, or dismissed except for cause upon written action and after an opportunity to be heard in his own defense.
  5. The Civil Service Board may reinstate the person removed only in case it appears after a proper public hearing that the removal was made for reasons other than just cause.
  6. For the purpose of any hearing which the Civil Service Board is authorized or required to conduct the Civil Service Board or any member thereof, or its designee, shall have power to conduct such hearing, administer oaths, take depositions, issue subpoenas, compel the attendance of witnesses and the production of books, accounts, papers, records, documents, and testimony.
  7. In case of failure of any person to comply with an order of the Civil Service Board, or a subpoena issued by the Civil Service Board or any of its members or director, or on the refusal of a witness to testify to any matter to which he may be lawfully interrogated, a judge of a court of competent jurisdiction in the county in which the person resides, on application of any member of the Civil Service Board or its designee, shall compel the person to testify or comply with said order or subpoena.
  8. The sheriff of any county shall serve such subpoena and shall receive the same fees as he normally charges for such service, and each witness who appears, in obedience to a subpoena before the board or a member of its designee, shall receive for his attendance the fees and mileage provided for witnesses in civil cases in the civil courts of this state, which shall be audited and paid in the same manner as other expenses are audited and paid, upon the presentation of proper vouchers approved by any two (2) members of the Civil Service Board.
  9. Notwithstanding any other provision of this act, all papers filed in the case shall be public records.
- g. Amendments to Charges and Specifications, New Charges
1. In disciplinary actions for which an appeal has been filed, no amendment to the charges and specifications filed or the action taken or recommended against the employee shall be made more than 10 days after the effective date of the discipline, unless the Civil Service Board, upon good cause shown, permits the filing of the

amendment or unless the employee against whom the action was taken so stipulates in writing. Such amendments when made in a timely manner shall be filed in the Civil Service Board's office, and a copy thereof served upon the employee by delivery or regular United States mail, to their address of record. If not presented in a timely manner, such amendment shall be deemed denied; and it shall not be necessary for the employee to file any answer to other pleading to such amended charges and specification. The Santa Rosa County School Board may elect to rescind the action taken, reinstate the employee, pay all back salary lost by the employee as a result of the original action taken and initiate a new or different action based upon the new, amended or additional charges and specifications against the employee. In such cases, the employee and the Civil Service Board will be notified in writing.

2. When an employee does not appeal the disciplinary action, any amendments to charges or specifications, or the action taken or recommended, against the employee shall be filed in the Civil Service Board's office. Notice to the employee shall be served upon the employee in the same manner required for service of the original notice of disciplinary action. The employee shall have 10 days after such amendments are approved by the Santa Rosa School Board or after service upon them of such amended charges, whichever is later within which to appeal.

h. Date of Hearing, Notice

When the action of the Santa Rosa County School Board is appealed by the employee against whom it is taken, the Civil Service Board shall set a date, time and place for the hearing, and so notify the Santa Rosa County School Board and the employee.

i. Pre-Hearing Discovery

1. The complaining employee and the Santa Rosa County School Board may obtain discovery by one (1) or more of the following methods:
  - a. Depositions upon oral examination
  - b. Written interrogatories.
  - c. Production of documents or items.
  - d. Request for admissions.
2. The use and frequency of these discovery methods are subject to the discretion of the Civil Service Board, or if so empowered, by the Civil Service Board attorney. The parties may obtain discovery regarding any matter, not privileged, that is relevant to the subject matter of the pending action. In the event of a noncompliance with requested discovery, upon reasonable notice to the other parties, a party may apply to the Civil Service Board for and order-compelling discovery. The Civil Service Board may resolve such a matter or may empower the Civil Service Board's attorney.

j. Pre-Hearing Motions and Service of Subpoenas.

1. All motions directed to the legal sufficiency of any claim or defense, the jurisdiction of the Civil Service Board, or any discovery matter must be filed and heard prior to

the commencement of the hearing upon the grievance, compliant or appeal. The Civil Service Board's attorney shall resolve all motions.

2. The sheriff of any county shall serve subpoenas and shall receive the same fees as they normally charge for such services, and each witness who appears, in obedience to a subpoena before the Civil Service Board, a member thereof or its director, shall receive for their attendance the fee and mileage provided for witnesses in the circuit courts of this state. These expenses shall be the responsibility of the party requesting the service of subpoena or testimony of the witness.

k. Pre-Hearing Procedure

1. Case Management Conferences: At any time after the employee files his or her appeal, the hearing officer on his or her own initiative may convene, or a party may, by serving a notice, request the hearing officer convene a case management conference. The matters to be considered shall be specified in the order or notice setting the conference. At such a conference, the hearing officer may:
  - a. Schedule or reschedule the service of motions, pleadings and other papers;
  - b. Set or reset the times of hearings;
  - c. Coordinate the progress of the action;
  - d. Limit, schedule, order, expedite and otherwise address discovery;
  - e. Schedule the disclosure of witnesses and exhibits and allow opportunity for review and inspection of exhibits;
  - f. Schedule disclosure of witnesses and the discovery of facts known and opinions held by such experts;
  - g. Schedule and hear motions;
  - h. Pursue the possibilities of settlement;
  - i. Require filing of preliminary stipulations if issues can be narrowed; and
  - j. Schedule other conferences or determine other matters that may aid in the disposition of the action.
2. Pre-Hearing Conferences: After the action is scheduled for hearing, the hearing officer may, on his or her own initiative, or shall on a timely motion of any party, require the parties to appear for a conference to consider and determine:
  - a. The simplification of issues;
  - b. The possibility of obtaining admissions of fact and of documents that will avoid unnecessary proof;
  - c. The limitation of the number of witnesses;
  - d. Any matters permitted under subdivision (A) of this section.



3. Pre-Hearing Order: The hearing officer may make an order reciting the action taken at a conference and any stipulations made. The order shall control the subsequent course of the action unless modified to prevent injustice.

#### I. Nature of Hearings, Procedures, Evidence

Hearings shall be conducted as informally as is compatible with justice. The Santa Rosa County School Board and then the employee shall be given the opportunity to make opening statements before presentation of evidence. The Santa Rosa County School Board shall present their case first and after completion, the employee shall present his/her case. Members of the Civil Service Board may direct questions to any party or witness at any time during the proceedings. Each side shall be given the opportunity, at the appropriate time, to cross-examine the witness. Both sides shall be allowed to make closing statements.

1. The Civil Service Board's attorney shall act as hearing officer at any hearing.
2. The Civil Service Board shall not be bound by strict rules of evidence. Testimony and evidence will be restricted to the pleadings or, in the event of an appeal of a disciplinary action, will be restricted to the charges and defenses. Any evidence unconnected with the charges will not be allowed. Either party may invoke the rule of excluding witnesses from hearing room until such time as they are called to testify.
3. A file comprised of the employee's personnel record shall be introduced as Civil Service Board Exhibit "1". A hearing file comprised of all papers, correspondence, and documents relative to the appeal shall be introduced as Civil Service Board Exhibit "2". Both sides will be given the opportunity to object to the consideration by the Civil Service Board to any portion of these files.
4. The employee appealing the action of the Santa Rosa County School Board may be called as an adverse witness by the Santa Rosa County School board and refusal by the employee to answer any relevant questions propounded by the Santa Rosa County School Board or any member of the Civil Service Board may be considered as evidence in support of the charges.
5. The Civil Service Board shall determine by the majority vote of the members whether or not just cause exists for disciplinary action(s). The burden of proof for showing just cause will rest with the Santa Rosa County School Board. Should the vote of the Civil Service Board result in a tie, then, just cause will not have been proven. An "order", setting forth findings of fact and conclusions of law based upon the decision of the Civil Service Board, shall be prepared no later than 30 days after the hearing. Extensions of the 30-day requirement may be made by the Civil Service Board upon showing of good cause.

#### m. Certification of Service

When under these rules, service by delivery or mail is authorized, it shall be prima facie evidence of such service if they party making such service shall certify upon the original to be filed in the Civil Service Board's office that service was made, the manner of service and the date of such service.

- n. All papers filed in connection with any appeal shall be public record unless otherwise exempted by law.
- o. Charges and/or appeals may be withdrawn by written notice to the Civil Service Board.
- p. Computation of Time

In computing time for performing any act required to in this section, if the last day shall fall on a Saturday, Sunday, or holiday, it shall not be included.

#### **C5.4 Seniority/Retention**

- a. The hire-in date of each employee shall be the basis for establishing seniority, with the following exceptions:
  - 1. An employee who is laid off with a good employment record and is rehired after a period of two (2) years will establish a new hire-in (seniority) date which will be the date of re-hire.
  - 2. An employee who is laid off with a good employment record and is rehired may retain their original hire-in date, less the time consumed in lay-off, provided lay-off does not exceed two (2) years from date of lay-off.
  - 3. An employee, who has worked in two or more departments/work sites, may use the earliest hire-in date establishing their seniority, subject to the other provisions of this policy/procedure.

- b. Resignations: To resign in good standing an employee should give their work site administrator at least two (2) weeks' notice, in writing, listing their reason(s) for departing.

- 1. resignation is considered a voluntary act on the part of the employee and shall not be forced or accepted as means of avoiding disciplinary action.

An employee who resigns will automatically terminate their seniority.

If an employee requests to be reinstated within the first 60 days of separation, the approval will require the following:

- a. Vacancy must still exist.
- b. Approval of site administrator.
- c. School Board approval (before effective date of rehire).

The employee may be reinstated at the same range and step as they were employed.

After 60 days, the employee must reapply for eligibility for the position. Eligibility will require meeting all qualifications. The employee must follow all applicable applicant procedures. Range and step regulations will be the same as for new hires.

- c. Reduction in force resulting in lay-off

- 1. When it becomes necessary because of material changes in duties or organization or because of shortage of funds or work, the work site administrator in good faith

and without prejudice to the employees in their department, shall notify the Human Resource Office, of the number to be laid off in each position. The Human Resource Office shall then prepare a list and inform the School Board as to the inverse order in which the affected employees may be laid off on the basis of hire date. In all cases, the last employee hired shall be the first to be laid off.

- a. Notice of lay off due to reduction in work force. All regular employees who are laid off shall be given 30 calendar days' notice of such lay off prior to the effective date thereof. The employees affected by such layoffs shall notify the Human Resource Office of their desire to exercise all rights, privileges, and benefits under this section. Management reserves the right to reassign employees during the 30-day notice.
- b. Under no circumstances is a layoff to be considered a disciplinary action.
- c. Retention of Benefits: Employees who are separated because of lay off are not considered to have a break in service if reemployed within a six (6) month period immediately following lay off time of the payroll, shall then be considered leave without pay. Also, any lump sum payment for earned annual leave shall have no effect on their continuous service. Employees shall retain all sick leave credits.

d. Veteran's Reinstatement/Reemployment

1. Active duty Voluntary or Involuntary. A reservist or National Guardsman desiring to return to their position must meet the following eligibility criteria:
  - a. The job that was held must have been a regular appointment.
  - b. The veteran must have left that job for the purpose of entering active duty.
  - c. The period of active duty must not be longer than four (4) years. It can be up to five (5) years if the period beyond four (4) years is an extension "at the request and for the convenience of the Federal Government".
  - d. Release from active duty must be under honorable conditions.
  - e. Application for reemployment must be within 90 days after release from active duty. (Veterans Reemployment Rights Law 38USC 2021, 2024)
  - f. The Veteran must present a copy of their separation orders.
  - g. The Veteran will be awarded preference in Promotion.
- e. During the absence of an employee with regular status, the position which they held shall be filled by a substitute or temporary employee.
  1. The Veteran will be returned to their previous position at the step in the salary range to which they would have been entitled had their service not been interrupted by service in the Armed Forces. However, if the crisis that spawned the call-up ends and the employee volunteers for an additional tour of duty when they become eligible for separation, their position must be held for as much as four (4) years

after the emergency duty called. Upon reinstatement to the position, the employee's continuity of service shall not be affected.

2. A Veteran who was called to active duty during a probationary period will not be entitled to reinstatement. This Veteran may, however, reapply for the position that was vacated.

#### **C5.5 Classified Pay Plan Setting Forth a System of Ranges and Steps and Providing a Method of Progression Between Ranges and Levels**

- a. The Santa Rosa County District School Board classified pay plan maintains a system of salary ranges and levels for all member of the classified service.
- b. Ranges. The system of salary ranges shall run from the lowest pay range 1 to the highest pay range 25. The Santa Rosa County District School Board inserts the dollar figure within these pay ranges and the dollar figures shall follow the system of progression from the low in pay range 1 to the high in pay range 25.
- c. Levels. Each range in the classified pay plan has appropriate levels. The Santa County Rosa District School Board has the sole responsibility for determining the dollar amounts within these levels. The dollar amounts inserted follow the system of progression from the lowest level 1 to the maximum level.
- d. Time period between levels. Advancement on the salary schedule shall not be effective unless specifically agreed upon through the negotiation process for bargaining unit employees or specifically approved by the Board for employees not covered by a union contract. Notwithstanding any language to the contrary, each employee shall start each year on the same level as he/she was on at the end of the prior year unless he/she received a promotion that required a salary schedule change. The minimum time which may be recognized as a year of service shall be full-time actual service rendered more than one-half (1/2) the number of days or more than one-half (1/2) the number of total hours required for the normal period of service for the position held.
  1. When a promotion is made from one (1) classification to a higher classification, the employee shall be placed on the first level of the new range or at the level that results in an increase of approximately five percent (5%), whichever applies.
  2. An employee who voluntarily demotes to a lower classification will have their pay adjusted to the new range, based upon the employee's years of service. In that case, the employee will be placed at the level closest to the previous hourly rate without exceeding that rate of pay.
  3. An employee who accepts, or is given, a lateral transfer will assume the new positions at his/her same range and level.
  4. When an employee is on any type of leave without pay or Worker's Compensation, and the merit increase falls within that time, no merit shall be granted. Merit increase will be granted when the employee returns from leave, provided that one half (1/2) of the work hours required have been fulfilled for that fiscal year. When

less than one half (1/2) of the required hours have been worked, the appointing site may, and with Santa Rosa County District School Board approval, request in writing that the employee be granted the merit increase.

5. **Upgrade to Higher Range.** When the appointing site requests that the Santa Rosa County District School Board approves an appointment to a position of a higher range, the incumbent employee, if applicable, shall receive an increase of approximately five percent (5%) or be placed in the first pay level of the upgraded pay range, whichever applies.
  6. **Downgrades to Lower Range.** When the appointing site requests, and the Santa Rosa County District School Board approves, an appointment to a position of lower range, the incumbent employee will be placed in the range of the new position at a level that correlates with the number of years in the district, if that level does not exceed the employee's previous hourly rate. In that case, the employee will be placed at the level closest to the previous hourly rate without exceeding that rate of pay.
- e. The posted salary schedule is for initial placement purposes only. A Classified Employee's salary after initial placement on the posted placement salary schedule is based upon their annual performance evaluation and is negotiated annually.
  - f. Classified pay scale. The dollar figures are recommendations only until approved or modified by the Santa Rosa County District School Board.
  - g. The classified employees in each position of the Santa Rosa County District School Board are placed into the Ranges and Levels of the adopted classified pay plan.
    1. For classified employees hired on or after July 1, 2011, for purposes of pay, the Santa Rosa District School Board shall recognize and accept each year of full-time public-school service earned which the employee received a satisfactory performance evaluation unless the employee is retired FRS or TRS – in that case the maximum number accepted is ten (10) years.

It shall be the responsibility of the employee to:

      - a) verify all public experience,
      - b) provide documentation of evaluations for all of the years of verified experience and
      - c) all official and required documents for employment, including application for certification to the Florida Department of Education, shall be submitted to the school district within sixty (60) calendar days of the effective hire date or employment shall be forfeited.
    2. When new or former employees are hired into a supervisory Classified Service position they may be hired into a Level, of the Range established for the position, which does not exceed the Level that is commensurate with the employee's experience, qualifications, education, and other appropriate considerations. One (1) of the purposes of this Rule is to avoid wage discrimination between new and

existing employees when they are similarly qualified and performing the same or similar job functions.

- a. The following factors will be considered in determining the appropriate Level for a new or former employee:
  1. Only that portion of the employee's documented prior experience which is job related should be considered as creditable experience.
  2. The employee's documented previous compensation will be considered in efforts to avoid causing the employee to experience a decrease in salary or wages when the employee is to perform substantially similar or greater responsibilities to those responsibilities that were performed in the employee's preceding employment.
3. It shall be the employee's responsibility to provide documentation of satisfactory work experience and rates of pay from former employers.
4. For purposes of this Rule, supervisory employees are those involved in the management of their department or the supervision of at least two (2) employees under them; examples include:
  - a. interviewing, selecting and training of employees, whether by direct action or by recommendation to those to whom such functions are delegated;
  - b. setting and adjusting rates of pay and/or hours of work;
  - c. directing the work of employees;
  - d. maintaining production records of employees for use in supervision or control;
  - e. appraising the productivity and efficiency of employees for purposes of recommending promotions, job evaluations or other changes in their status;
  - f. addressing employee complaints and grievances and disciplining employees when necessary, whether by direct action or by recommendation to those to whom such functions are delegated;
  - g. planning the work of employees;
  - h. determining the type of materials, supplies; and
  - i. providing for or addressing the safety of the employees and department property
5. A supervisory employee would include those whose primary duties consist of the performance or work directly related to management policies or general departmental operations, including
  - a. management, planning, negotiating, purchasing and representing the department; and
  - b. formulation of management policies or involvement in departmental operation as a whole.

6. All job descriptions shall designate whether a position is supervisory or non-supervisory.

## **C6. Transfer Procedures**

### **C6.1 Administrative:**

Any transfer of a member of the administrative staff from the school to which he/she is assigned to another school or position shall be made on the recommendation of the superintendent with the approval of the School Board. In case of an emergency, the superintendent may transfer the person subject to the subsequent approval of the Board. Any instructional or administrative staff member requesting transfer from the school of assignment to another school shall direct his written request to the superintendent.

### **C6.2 Instructional:**

Any transfer of a member of the instructional staff from the school to which he/she is assigned to another school or position shall be made on the recommendation of the superintendent with the approval of the School Board. In case of emergency, the superintendent may transfer the person subject to the subsequent approval of the Board. Any instructional staff member requesting transfer from the school of assignment to another school shall direct his request to the administrator at the location(s) to which they wish to transfer. All instructional personnel shall discuss transfer with their present administrator before applying for a transfer. Transfer applications shall be accepted during the transfer period prior to each school year. In order to be eligible to apply for a transfer during the transfer period as defined in the Master Contract, the instructional employee must have been recommended back to a position for the following year by their present administrator.

### **C6.3 Educational Support:**

An educational support employee requesting a transfer from one (1) school to another shall apply to the transfer position via the online application process. In case of an emergency, the Superintendent may transfer any employee to another school or position and shall report the transfer to the board at its next regular meeting for approval.

Employees covered under the Blue Collar bargaining unit desiring a transfer from one (1) job site to another shall submit a transfer request form to the office of the Assistant Superintendent for Administrative Services. The transfer requests shall be valid from January 1 until December 31. In order to be eligible to apply for a transfer during the transfer period as defined in the Master Contract, the educational support employee must hold a current position and be assigned to a position on the staffing plan for the following year by their present administrator.

## **C7. Leave Types/Procedures**

### **C7.1 Leave of Absence**

- a. A leave of absence is permission granted by the School Board or allowed under its adopted policies for an employee to be absent from his duties for a specified period of time with the right to return to employment on the expiration of leave. Any absence of a School Board employee from duty shall be covered by leave duly authorized and granted. Leave shall be officially granted in advance by the School Board and shall be used for the purpose set forth in the leave application. Any request that leave be granted retroactively will be denied. Leave for sickness, personal leave charged to sick leave or other emergencies may be deemed to be granted in advance if prompt report is made to the proper authority.
  1. Generally, no leave except military leave or illness in line of duty leave may be applied for or shall be granted for greater than one year (including paid or unpaid leave or a combination of both) with any claim to the position in which the employee is working at the time leave is granted, unless otherwise required by law. Illness in line of duty leave may not be extended beyond the maximum of two (2) years from the date of injury. Leave is granted at the discretion of the School Board and must be used for the particular purposes or causes set forth in the application for leave. A district employee having leave for the year or for the remaining part thereof and who plans to return to duty the next school fiscal year shall send a notice to the administrative supervisor by April of that fiscal year. Automatic renewals of leave shall not be allowed.
  2. A leave shall not be granted to any employee to accept any employment. Accepting employment after being granted leave cancels leave. Should leave be granted for any legitimate reason by the Board and later the person on leave accepts employment, leave may be automatically cancelled and the person on leave so notified. Leave may be with or without pay as provided by law, regulations of the State Board, and School Board regulations.

b. **Absence without Leave**

1. Administrative and Instructional – Any member of the administrative or instructional staff who is willfully absent from duty without leave will forfeit compensation for the time of the absence and the employee's contract shall be subject to cancellation by the School Board. In addition, such absence without leave shall interrupt continuity of service.
2. Educational Support – Any educational support employee who is willfully absent from duty without leave shall be subject to dismissal from employment and shall forfeit compensation for the time of the absence.
3. Three (3) working days of failure to report for duty or be on approved leave will be determined abandonment of position and the employee will be subject to termination.
4. Unauthorized leave not exceeding three (3) consecutive days: An unauthorized leave (including unpaid) may not be approved by the site supervisor. Any leave



not approved by the School Board is considered a break in service and will result in a warning, suspension, and/or termination.

**c. Procedures:**

1. The leave request form should be marked "not approved" and signed by the site supervisor.
2. The Human Resource Office shall then submit the unapproved leave form to the Board with a memo recommending the following possible options:
  - a. 1<sup>st</sup> incident: Recommendation of a written warning.
  - b. 2<sup>nd</sup> incident: Recommendation of suspension
  - c. 3<sup>rd</sup> incident: Recommendation of termination

A "break in service" could affect retirement years of service depending on length of unapproved leave.

**d. Effective Date for Leave, Suspension, or Termination**

The effective date of any employment termination or unpaid leave of absence shall be the first day on which a School Board employee is not paid, unless otherwise provided herein. The effective date of any suspension or paid leave of absence shall be the first day on which a School Board employee does not work. The following provisions apply to paid benefits for a holiday(s):

1. An employee who terminates employment the day before a holiday shall receive pay for the holiday(s). The termination date shall be considered the last paid holiday for which the employee is paid.
2. An instructional employee, receiving pay within a given pay period, will receive pay for a holiday within the pay period.
3. A non-instructional employee, out on any unpaid leave any part of the day before a holiday, will not receive pay for the holiday.

**C7.2 Annual Leave**

- a. Employees who are employed on a 12-month contract shall accrue annual leave.
  1. An employee with fewer than five (5) years of service in Santa Rosa County at the rate of one (1) day per month cumulative to 12 work days per year.
  2. An employee with five (5) years, but fewer than 10 years of service in Santa Rosa County at the rate of one and one-fourth (1 ¼) days per month cumulative to 15 work days per year.
  3. An employee with 10 years or more service in Santa Rosa County at the rate of one and one-half (1 ½) days per month cumulative to 18 work days per year.
- b. Annual leave allows leave to accrue and carry forward up to 62.5 days per fiscal year.
- c. Annual leave may be granted by the superintendent upon the written request of the employee and with prior approval of the employee's administrative superior. Annual

leave shall be scheduled so that there will be a minimum disruption of the school system.

- d. Any separation resulting in a break of service for employees eligible for annual leave will result in the accrual of annual leave being reset to the original value.

e. **Leave Taken Near the End of Academic Term**

1. Instructional employees who begin leave for any purpose more than five weeks before the end of a term are required to continue taking leave until the end of the term if:
  - a. The leave will last at least two weeks; and
  - b. The employee would return to work during the three-week period before the end of the term.
2. Instructional employees who begin leave for any purpose during the three-week period before the end of a term, and the leave will last more than five working days, are required to continue taking leave until the end of the term.
3. For purposes of this subsection, "academic term" shall mean the school semester as set by the Board and to include all planning days
4. If any employee is required to take leave for FMLA purposes for a period of particular duration or is required to continue leave until the end of a school term, the entire period of leave taken will count as family medical leave.

### **C7.3 Family and Medical Leave**

The FMLA benefit is a maximum of 12 weeks unpaid leave in a 12-month period. The 12-month period begins on the first day of any FMLA leave usage.

a. **Eligible Employees:**

1. In compliance with the Family and Medical Leave Act, employees of Santa Rosa County School Board who have worked for the Board at least 12 months and have worked at least 1,250 hours during that time may be considered eligible if the following criteria is met:
  - a. The 1,250 hours shall be actual hours worked, including use of earned paid leave. It will not include unpaid leave or donated, and/or sick bank paid leave used by the employee. The employee may be entitled to a total of 12 work weeks of leave during any 12-month period when leave is taken for one (1) or more of the following circumstances:
    - The birth of a son or daughter of an employee to care for the newborn child within one (1) year of birth;
    - The placement with the employee of a child for adoption or foster care to care for the newly placed child within one (1) year of placement;
    - To care for employee's spouse, son, daughter, or parent who has a serious health condition; or

- A serious health condition that makes the employee unable to perform his/her job;
  - A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves: either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job or prevents the qualified family member from participating in school or other daily activities.
- 2. Where both spouses work for the Board, their total, combined leave in any 12-month period is limited to 12 weeks if leave is taken for the birth or adoption of a child or to care for a parent with a serious health condition.
- 3. Eligible employees with a spouse, son, daughter, or parent who is a military member on covered active duty or called to active duty status may use up to 12 work weeks to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, rest and recuperation, attending post-deployment reintegration briefings;

**or**

Family Medical Leave is also available for an employee to care for a covered service member who is the employee’s spouse, son or daughter, parent or next of kin, and who has a serious injury or illness incurred or aggravated in the line of duty while on active duty. This type of leave, called “Military Caregiver” or “Covered Service Member Leave”, may extend up to 26 work weeks in a single 12-month period.

#### **b. Intermittent or Reduced Schedule Leave**

1. When medically necessary, intermittent or reduced schedule leave can be taken in cases of a serious health condition, either an employee’s own or that of a family member. Intermittent or reduced leave schedule is not available for the birth or placement of a son or daughter.
2. Employees seeking intermittent or reduced schedule leave based on planned medical treatment are required to produce medical certification outlining the dates on which treatment is expected and the duration of the treatment. Employees are expected to make a reasonable effort, subject to the health care provider’s approval, to schedule treatment so as to not unduly disrupt the Board operation. Employees are also required to give the Board, through the Risk Management Office, 30 days’ notice, or as much notice as is practicable, of their intentions.
3. In the event an employee requests intermittent or reduced schedule leave due to a family member’s or the employee’s own serious health condition, the employee may be transferred by the Board to a temporary alternative job for which the

employee is qualified and which better accommodates the Board's needs and that of the employee.

4. Instructional employees who request intermittent leave or reduced schedule leave to care for a family member, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, when the employee would be on leave for more than 20 percent of the total number of working days over a period the leave would extend, are required to choose either to:
  - a. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
  - b. Transfer temporarily to an alternative position (equivalent pay and benefits) if available and offered by the board for which the instructional employee is qualified.
  - c. If the instructional employee does not give required notice of foreseeable family and medical leave as required by this Act for intermittent or on a reduced leave schedule, the Superintendent may require, at his discretion, the employee to take leave of a particular duration, to transfer temporarily to an alternative position, or require the employee to delay the taking of leave until the notice provision is met.

**c. Notice**

1. A minimum of 30 days advance notice of an employee's intent to take leave is required when it is foreseeable because of:
  - a. The expected birth of a baby;
  - b. The expected placement of a child for adoption or foster care;
  - c. Planned medical treatment for a son, daughter, spouse, or parent with a serious health condition; or
  - d. Planned medical treatment in case of the employee's own serious health condition.
2. If leave must begin in fewer than 30 days as a result of one (1) of the above-referenced circumstances, the employee still must provide the Board, through the Risk Management Office, with advance notice as soon as possible.
3. When notified of the need for FMLA, notice will be provided in writing from the Risk Management Office to the employee concerning eligibility for FMLA and then employee's Rights and Responsibilities. When the employee fails to notify the Risk Management Office in these circumstances, the employee will be considered to have taken "unauthorized leave" and be subject to appropriate disciplinary action.

**d. Certification**

1. When leave is requested based on a family member's or employee's own serious health condition, the employee must provide, in writing, a medical certification of

the condition and the need for leave from the employee's health care provider within 15 days of the written request for leave. This certification must contain:

- a. The date the serious health condition began;
  - b. The probable duration of the condition;
  - c. The appropriate medical facts regarding the condition that are within the knowledge of the health care provider;
  - d. Where leave is based on care of a spouse, child or parent, a statement that the employee is needed to provide the care and an estimate of the amount of time that the need will continue;
  - e. Where leave is based on the employee's own serious health condition, a statement that the employee is unable to perform the functions of his/her job;
  - f. Where intermittent or reduced leave is sought for planned medical treatment, a declaration from the health care provider stating that this kind of leave is medically necessary, the dates that treatment is expected to be given and the duration of the treatment;
  - g. Military Family Leave will need documentation such as active duty orders.
2. This certification will be treated as a confidential medical record and information will be disclosed only on a strictly need-to-know basis, unless otherwise required by Florida Law.

**e. Use of Paid Leave**

An employee who wishes to take Family Medical Leave is required to first use up any accrued paid leave. Family Medical Leave will begin on an hour for hour basis if intermittent and on the next full work day of absence for a planned continuous leave period.

**f. Recertification**

An employee who has taken leave because of a serious health condition (excludes leave needed for routine maternity leave) or that of a family member is required by the board to obtain subsequent written recertification of the medical condition when the original certification states a full recovery sooner than the 12 weeks of FMLA eligibility or at the end of the twelve-month FMLA designation period, whichever occurs sooner. The Board also requires employees on leave under this provision to report periodically, at least every four (4) weeks, on his or her status and the intention of the employee to return to work. Failure of the employee on leave to report periodically on his or her status may subject the employee to discipline for unexcused absences.

**g. Restored Employment**

1. Eligible employees who comply with all provisions of this Act and who return from family and medical leave have the right to return to the job position they held when they went on leave, or they may be placed, at the discretion of the Board, in an equivalent position with equivalent benefits, pay, and other terms and conditions

of employment. While on leave, eligible employees will retain all accrued benefits. Restored employees, eligible employees returning from family and medical leave, are not entitled to accrue seniority or employment benefits during any period of leave. Restored employees are not entitled to any right, benefit or position of employment other than any to which they would have been entitled had they not taken the leave.

2. As a condition to restoring an employee whose leave was based on the employee's own serious health condition, each returning employee may be required to provide, in writing, to the Human Resource Office a certification from the employee's health provider stating that the employee is able to resume work.

#### **h. Maintenance of Benefits**

1. The Board will maintain group health plan coverage for employees on Family and Medical leave or employees on Worker's Compensation leave for the duration of the eligible employee's leave. Coverage will be provided on the same level and under the same conditions that coverage would have been provided if no leave had been taken.
2. In the event an employee fails to return to work after the period of leave expires, the Board may recover any premiums the Board paid for coverage during the leave period. Such recovery can be taken from any benefits or wages owed by the Board to the employee.
3. In the event, however, that the employee fails to return to work because of the continuation, recurrence, or onset of a serious health condition of a family member or the employee's own serious health condition that would otherwise entitle the employee to take leave, or due to other circumstance beyond the control of the employee, the Board will not attempt to recover such premiums. In this circumstance, if the current FMLA health care provider's (HCP) certification clearly states an extended duration of need, the employee may request a leave of absence. If the HCP certification expires with the expiration of the FMLA designation, the employee may be required to provide, in writing to the Human Resource Office, a statement or certification from the employee's HCP supporting the extended absence.

### **C7.4 Illness in Line of Duty Leave**

- a. An employee of the Santa Rosa County School District shall be entitled to a maximum of 10 days illness in the line of duty leave each school fiscal year when unable to perform his duties because of personal injury in the discharge of his/her duties, and when such absence is not covered by workers' compensation or because of illness from a contagious or infectious disease proven by the employee through submission of medical documentation and verified by the School District to have been contracted is as part of a work related occurrence.
  1. The principal or supervisor shall be notified as soon as the illness or injury occurs. Failure to notify a supervisor within 30 days of an incident/accident will result in a

denial of a claim under worker's compensation. No illness in the line of duty leave would be approved if a claim is denied.

2. The employee shall be directed to the contracted Worker's Compensation facility for treatment. In the event of an emergency, the employee shall go to an emergency room.
3. As soon as possible after the accident, the school site administrator shall file a "First Report of Injury" form submitted electronically to the Risk Management Department. The physician shall provide a statement certifying beyond a reasonable doubt that the employee's injury, contagious or infectious disease was a result of the employee's work. The physician's statement shall also include any work restrictions and provide the length of time the employee will be on these restrictions. If seriously injured or placed off from work, the physician will also indicate when the employee may be able to return to duty.
4. The school board, and third party, Insurance Trust (FSBIT) after determining that the claim correctly states the facts as valid, will accept the claim and/or approve the leave.
5. An injury submitted as a worker's compensation claim but determined not to be work related, will be denied.
6. Any workers' compensation payment received by the employee while he is on compensable leave shall be provided by the third-party Insurance Trust (FSBIT).
7. Any claim for leave shall be filed within 1 working day after said injury.
8. Illness in the line of duty leave may not be extended beyond the maximum of two (2) years from the date of injury.
9. Any person granted leave as herein prescribed and has used the 10 days as provided by the School Board, shall fall under state guidelines for processing of further work-related leave pursuant to medical verification of ongoing work-related illness.
10. Medical leave not approved through worker's compensation would be processed through the standard leave request process. In the event of a request for extended unpaid leave, FMLA may be an option for qualified employees.

**b. Return to Work Guidelines**

It is the goal of the board to avoid whenever possible lost time injuries. In the event of a loss time injury the goal is to return the employee as soon as possible to productive employment. The guidelines below are for returning employees to productive employment on a temporary and long-term basis.

**1. Return to Work with No Limitations:**

The employee shall furnish the Risk Management Department and his/her supervisor with a written statement from the workers' compensation physician stating that they may return to his/her job with no limitations.

2. Return to Work with Limitations:

The employee shall furnish the Risk Management Department and his/her supervisor with a written statement from the workers' compensation physician stating the employee's physical limitations. If the employee with a limitation can be reasonably accommodated in such a manner as to allow the employee to perform the essential functions of his/her regular position, the employee will be returned to his/her regular position. In the event it is determined by district/school administrative personnel that the employee may not return to his/her regular position one (1) of the following options will apply:

- a. Temporary Limitations: In the event an employee cannot return to his/her regular position due to a temporary limitation, an effort will be made to place the employee in another position on a temporary basis. The temporary assignment ends as soon as the employee's restrictions allow him/her to return to their regular position. The temporary re-assignment is made by the Risk Manager and Assistant Superintendent for Human Resources and may be at an alternate site.
- b. Permanent Limitations: In the event the employee is released with permanent limitations and the employee cannot be accommodated in such a way to enable the employee to perform the essential functions of his/her former regular position the employee will be considered for another position that is open. The employee must meet minimum qualifications for the new position. The employee's salary will be adjusted to meet the schedule of the new assignment.
- c. Maintenance of Benefits: The Board will maintain group health plan coverage for employees on family and medical leave for the duration of the eligible employee's leave. Coverage will be provided on the same level and under the same conditions that coverage would have been provided if no leave had been taken.
- d. Florida Worker's Compensation Statute dictates benefits/compensation services during and after an employee has reached Maximum Medical Improvement.

### **C7.5 Jury/Witness Duty**

- a. An employee of the board who is summoned as a member of a jury panel may be granted jury/witness duty leave. Any jury fees may be retained by the employee. The Board shall not reimburse the employee for meals, lodging, and travel expenses incurred while serving as a juror. The employee shall receive his/her regular salary while on jury duty.
- b. An employee who is subpoenaed as a witness, not involving personal litigation, may be granted jury/witness duty leave. Any witness fees may be retained by the employee. The Board shall not reimburse the employee for meals, lodging, and travel expenses incurred while serving as a witness.
- c. When an employee is subpoenaed in line of duty to represent the Board as a witness or defendant, he or she may be granted temporary duty leave, since his or her appearance in such cases shall be considered a part of his or her job assignment. The employee may retain any fees received from the court. In the event no fees are received from the court, he or she may be paid per diem and travel expenses.



- d. In no case shall jury/witness duty leave be granted for court attendance when an employee is engaged in personal litigation. In such cases, an employee may request personal leave.

### **C7.6 Maternity Leave**

A full-time employee who is an expectant mother at the beginning of the school term or who becomes pregnant during the school term shall be granted maternity leave as provided herein.

- a. When an employee determines that she is pregnant and wishes to take maternity leave, she shall file with the superintendent a written application for leave, with an attached statement from the attending physician stating the expected date of birth of the child. If possible, the effective date for the suspension of services shall be mutually agreed to by the teacher and her immediate administrative superior. Such decision shall be based on, but not limited to, physical condition, effectiveness in carrying out her assigned duties, availability of a satisfactory replacement, term of service required for credit for a year of service, and the recommendations of the attending physician. To receive credit for a year of service for salary purposes during a school year the employee must be paid for services equal to one (1) day over one-half (1/2) of the full-time contract year. When a mutually acceptable date for the suspension of services cannot be achieved, the superintendent shall evaluate the recommendations and information submitted to him by both the teacher and her immediate administrative superior and shall make an appropriate recommendation to the board for its consideration and action.
- b. Maternity leave for all personnel shall be granted only when a contractual relationship exists which will be in effect during the period of the leave. The leave application shall specify the period for which leave is requested; provided that certificate from the attending physician is filed with the superintendent certifying that the teacher is physically and emotionally able to return to duty.
- c. Where a teacher in annual contract status is granted maternity leave, the teacher must be under contract to render services for the school year during which such leave is to occur. Any teacher in annual contract status requesting leave for an entire school year must be duly reappointed and shall enter into a written contract to render services for the ensuing school year prior to the approval of leave. Leave granted to such person shall not be interpreted to assure reappointment for the next school year but shall be only for the purpose of protecting probationary service for continuing contract purposes. Any teacher in annual contract status and on leave shall be considered for reappointment at the time of the reappointment of instructional personnel. Any teacher whose services are not satisfactory and who would not, at the time of leave, be considered for reappointment will not be granted leave. Under no conditions will such leave be granted unless the teacher has signed a contract covering the period for which the leave is granted.

- d. An employee on maternity leave for the remainder of a school year or for the entire school year who, on expiration of leave, wishes to return to duty at the beginning of the next school year shall notify the superintendent in writing of such desire by no later than April.

### **C7.7 Political Campaign Leave**

An employee of the Santa Rosa County School District who has filed to run for a political office and who desires personal leave for political reason shall file an application for leave. The School Board will grant such personal leave for the duration of the political campaign. Such leave shall be without compensation.

### **C7.8 Military Leave**

- a. Military Leave shall be granted to an employee who is required to serve in the armed forces of the United States or of the state of Florida in fulfillment of obligations incurred under the Selective service Laws or because of membership in the reserves of the armed forces or the National Guard.
- b. An employee granted military leave for extended active duty shall, upon the completion of the tour of duty, be returned to employment without prejudice, provided that an application for re-employment is filed in compliance with the Uniformed Services Employment and Reemployment Rights Act.
- c. Compensation allowed during military leave shall not exceed 17 workdays as provided in section 115.07, Florida Statutes.
- d. Extended Active Duty during National/Regional Emergency
  - 1. District employees who are reserve members of the armed forces or National Guard, shall be granted benefits as stated below provided the following conditions are met:
    - a. The appropriate federal or state authority has declared a national or regional emergency.
    - b. The employee called to active duty provides a copy of his/her official orders for active duty.
    - c. The period of active duty exceeds 17 days.

#### **2. Salary:**

For the first 30 days of active duty, the employee shall receive all district salary and benefits regardless of compensation received from the active duty service.

For any period exceeding an initial thirty days of active duty for up to 18 months, the employee shall be entitled to receive from the District salary/wages equal to the difference between the employee's military pay and the employee's district salary provided the employee's military pay does not exceed his/her district salary/wages. The employee must provide the district with all

documentation necessary to permit the aforementioned computation prior to the expiration of the initial 30-day period.

Employees who do not request district pay or who fail to provide the documentation required in the above paragraph shall not be entitled to receive any district salary or wages as set forth in that paragraph.

**3. Benefits:**

If the employee provides documentation of orders for active duty and requests benefit continuance in writing, the employee shall be entitled to continue to receive district health or other insurance benefits.

The Board's contribution toward benefits will continue. The employee will continue to pay the employee portion of all premiums.

**4. Continued Employment:**

Notwithstanding any other provision in Board rules or policy, employees called to active duty pursuant to this section shall be granted military leave for a period of active duty without loss of seniority and shall be entitled to re-employment upon release of active duty as provided in School Board policies.

- e. An employee who enters active military service shall be governed by the provisions of Section 115.09, 115.14, 121.111, and 250.341, Florida Statutes.

**C7.9 Personal Leave**

**a. Administrators:**

Six (6) days of personal leave will be allowed to an administrator each year, provided that such days be charged only to accrued sick leave, provided further, that personal leave days shall be non-cumulative. An administrator planning to use a personal leave day or days shall notify his/her supervisor at least one (1) day in advance. Personal leave shall be subject to the approval of the superintendent and school board.

**b. Instructional:**

Six (6) days of personal leave will be allowed to a teacher each year, provided that such days shall be charged only to accrued sick leave, provided further, that personal leave days shall be non-cumulative. A teacher planning to use a personal leave day or days shall notify his/her principal at least one (1) day in advance. Personal leave shall be subject to the approval of the superintendent and school board. The Board will consider such application on its own merits and in arriving at a decision will consider the best interests of the employee and the general welfare of the school system.

**c. Educational Support:**

In accordance with Santa Rosa County School Board and/or Union requirements, personal leave without pay cannot be used for other employment.

Personal leave with pay: Educational Support employees, with the approval of the immediate supervisor, may use six (6) days of personal leave each year, to be charged to accrued sick leave.

- d. **Personal leave without pay:** Leave without pay may be granted at the discretion of the School Board. It must be approved by the site administrator and the School Board in advance.
- e. **No leave shall be granted for the purpose of enabling any employee to engage in other employment.**

#### **C7.10 Professional Leave**

Professional leave may be granted with or without pay as hereinafter provided. Leave, other than sick leave must be exhausted prior to the granting of Professional Leave. Sick leave may not be used for this purpose.

- a. Professional leave may be granted to an employee to engage in activities that will result in his/her professional benefit or advancement, including the earning of college credits and degrees or in activities that will contribute to the profession of teaching.
  - 1. Any employee who is employed for 10, 11, or 12 months during any school year and who is on Continuing Contract or Professional Services Contract status may be granted professional leave as follows:
    - a. An employee on a 10 month Continuing Contract or Professional Services Contract may be granted leave not to exceed five (5) days during the pre-school or post-school conference provided all required records and reports are completed prior to the beginning date of the leave.
    - b. An employee on an 11 month Continuing or Professional Services Contract may be granted leave not to exceed five (5) days leave; provided, that all required records and reports are completed prior to the beginning date of leave.
    - c. An employee on a 12 month Continuing or Professional Services Contract may be granted leave not to exceed six (6) days of leave; provided, that all required records and reports are completed prior to the beginning date of leave.
    - d. Where professional leave is granted, the days to be granted will be based on the college starting date with not more than two (2) days of such leave as travel time where necessary.
    - e. Leave must be used for the purpose for which granted.
  - 2. Professional leave during pre-school or post-school conference will not be granted to a person in annual contract status except under the following conditions:
    - a. An employee on a 10-month contract may be reimbursed for not more than five (5) days upon the successful completion of the course or courses and upon resumption of duty in the district.
    - b. An employee on an eleven-month contract may be reimbursed not more than five (5) days' pay upon the successful completion of the course or courses and upon resumption of duty in the district.

- c. Such leave may be granted upon application provided that all required records and reports are completed, and the teacher is under contract to render services in the school district for the ensuing school year.
- d. Where such leave is granted the days to be granted will be based on the college starting date not to exceed two (2) days of the leave as travel where necessary.
- e. Leave shall be used for the purpose for which granted.
- b. Extended professional leave is leave in excess of 30 consecutive days. Such leave is primarily for the benefit of the teacher or that of the teaching profession, and only incidentally for the benefit of the school board. Extended leave for professional improvement may be granted to a teacher provided he/she has served satisfactorily in the district for a period of three (3) years or more.
- c. An employee on an 11- or 12-month contract and in Continuing or Professional Services Contract status may take professional leave annually provided in 1a of this article or may take professional leave every five (5) years as follows:
  - 1. An employee on an 11 month Continuing or Professional Services Contract may be granted not more than five (5) weeks of professional leave with pay.
  - 2. An employee on a 12 month Continuing or Professional Services Contract may be granted not more than six (6) weeks of professional leave with pay.
  - 3. Where such professional leave is granted, the number of days granted will be based on the college starting date with not more than two (2) days of the leave for travel time where necessary. The leave must be used for the purpose for which granted.

#### **C7.11 Sick Leave**

Sick leave shall be taken only when the person is unable to perform duty because of personal illness or illness or death of father, mother, brother, sister, husband, wife, child or other close relative or member of his or her own household. The employee shall notify his or her immediate supervisor as early as possible.

Any claim for sick leave shall be filed with the superintendent no later than five (5) days after the person returns to duty. The claim shall be in writing and shall set forth the days absent and that such absence was allowable under the provisions of Section 1012.61, Florida Statutes. The claim shall be duly signed by the claimant certifying that the facts are true and correct and that the claim is valid and legal.

A false claim for sick leave shall be deemed cause for cancellation of the contract and for action seeking revocation of a teaching certificate. Where there is any doubt as to the validity of a sick leave claim, the superintendent shall require the claimant to file a written certificate of illness from a licensed physician or other supporting evidence where personal illness is not involved.

An application for sick leave due to an extended illness shall have attached to it a statement from a practicing physician certifying that such leave is essential and indicating the probable duration of the illness and medical leave.

**a. Administrative Sick Leave Policy**

Any member of the administrative staff employed on a full time basis shall be entitled to four (4) days of sick leave at the end of the first month of employment of each contract year, and thereafter earn one (1) day of sick leave for each month of employment, which shall be credited to the member at the end of that month, and which shall not be used prior to the time it is earned and credited to the member, provided, that the member shall not be entitled to earn more than one (1) day of sick leave times the number of months of employment during the year of employment.

Any member of the administrative staff who has used all accrued sick leave but who is otherwise entitled to sick leave shall be granted sick leave without pay. The claim for such sick leave shall state that the leave is without compensation.

Administrative personnel shall be entitled to transfer sick leave credit from other Florida school districts with the restriction that at least one-half (1/2) of the valid accrued leave shall be established in the Santa Rosa County School District. A claim for sick leave must be filed within three (3) working days upon return to the work location

**b. Instructional Sick Leave Policy**

Any member of the 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, and shall thereafter earn one day of sick leave for each month of employment, which shall be credited to the member at the end of that month, and which shall not be used prior to the time it is earned and credited to the member, provided that the member shall not be entitled to earn more than one (1) day of sick leave times the number of months of employment during the year of employment. There shall be no limit on the number of days of sick leave a member of the instructional staff may accrue, provided that at least one-half (1/2) of the cumulative leave must be established within the district granting such leave.

Any member of the instructional staff who has used all accrued sick leave but who is otherwise entitled to sick leave shall be granted sick leave without pay. The claim for such sick leave shall be established in the Santa Rosa County School District. A claim for sick leave must be filed within three (3) working days upon return to the work location

**c. Educational Support Sick Leave Policy**

Shall be in accordance with Santa Rosa County School Board and/or Union requirements.

Sick leave may be used for personal illness or that of an immediate family member. Four (4) days are earned at the end of the first month of employment. Other days accrue at the rate of one (1) day per month of employment not exceeding the total

number of months employed per year. A claim for sick leave must be filed within three (3) working days upon return to the work location.

Florida Statute 1012.61 (2) (a)

\*"Each other" employee shall be credited with four (4) days of sick leave at the end of the first month of employment of each contract year and shall thereafter be credited one (1) day of sick leave for each month of employment, which shall be credited to the employee at the end of the month and which may not be used before it is earned and credited to the employee. Each other\* employee is entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment."

\*" other" than "instructional" staff as defined in legislation

**d. Instructional/Ed Support Transfer of Sick Leave**

Sick leave earned with another **Florida** public school system in an Instructional or Ed Support position may be transferred to Santa Rosa County on a matching basis as days are earned in the district. **It is the responsibility of the Instructional/Ed Support employee to have days transferred.**

**C7.12 Temporary Duty Leave**

An employee of the Santa Rosa County School District may be assigned to be temporarily absent from his/her regular duty and place of employment for the purpose of performing other educational services and duties.

a. Temporary duty may be assigned hereinafter provided:

1. Where the employee is under the supervision of a principal and a substitute is not required and where such absence will not exceed a school day, the principal or site administrator may assign temporary duty; provided that such assignment is reported to the superintendent in writing.
2. Where the district employee will be absent from their regular duties or work site for more than one (1) day, or away overnight, or if a substitute will be required, the principal or site administrator may assign temporary duty; provided that such assignment is reported to the superintendent in writing.

a. **Athletics:**

If the School Board has approved the Athletic game schedule for High School Sports, then they have also approved the temporary duty of the coaches associated with that sport because it is within the scope of their responsibilities (they do not have to do a separate TD form).

b. **Field Trips Requiring School Board Approval:**

TD for a field trip should be done at the same time the request for the field trip is done since there cannot be an unsupervised field trip. Keep in mind that Approval of the Superintendent and School Board must be received for an educational field trip or an extra-curricular trip that has a round trip distance

that exceeds 200 miles, requires an overnight stay, or requires travel out of state. This includes trips using a school bus or a chartered bus operated by a commercial line. This request must be received a minimum of 31 days in advance of the trip taking place. *A Best Practice would be that when submitting the field trip request the TD form is submitted at the same time.*

c. **Field Trips Not Requiring School Board Approval:**

These are trips that are 200 miles or less, do not require an overnight stay, or do not require travel out of state. The Principal acts as the Superintendent designee in these events but requires pre-approval of the Principal BEFORE trip arrangements are completed.

d. **Administrative Travel:**

Administrators do not need to fill out a TD form for job related district meetings or district workshops that occur during the work day.

e. **Employee Travel (All personnel)**

If the meeting/workshop/training is outside of the district and /or overnight a TD form is required and must be signed by the Principal/supervisor acting as the Superintendent's designee. It does not require School Board approval prior to the travel (since students are not involved) so it does not have to be submitted 31 days in advance but does require authorization prior to trip arrangements AND it requires School Board Review. The School Board review does not have to take place prior to the trip as it is expected that the designee (Supervisor) has determined the trip is necessary via the approval.

- b. Per diem and travel will be allowed and computed at the state allowed rate if one (1) or more of the following conditions are met:
1. The employee is attending the meeting at the request of the superintendent or his designee.
  2. The employee is an officer in his/her state professional educational organization or is serving as a member of state-wide committee and where expenses are not otherwise provided, and a school or district level administrator has approved the travel cost from an appropriate budget.
  3. Travel is computed at the state allowed rate.
- c. An employee on temporary duty cannot receive additional compensation other than allowable travel expenses.

### **C7.13 Calculating Paychecks – Extended Leave Without Pay**

a. **10-Month Employees**

When a 10-month employee takes leave without pay and misses more than 16 days in a payroll cycle the Human Resources Department will end their job record for that school year. The employee will be paid the balance of their contract as of that date. If



an overpayment occurs, the employee will be notified of the amount owed back to the District. When the employee returns to work they will be paid for the number of days remaining in their contract. This amount will be averaged by the remaining pay periods.

**b. 12-Month Employees**

When a 12-month employee takes leave without pay and misses more than 20 days in a payroll cycle the Human Resources Department will end their job record for that school year. The employee will be paid the balance of their contract as of that date. If an overpayment occurs, the employee will be notified of the amount owed back to the District.

- c. When the employee returns to work they will be paid for the number of days remaining in their contract. This amount will be averaged by the remaining pay periods.
- d. When employees (10-month or 12-month) go on extended leave, excluding professional (ex: student teaching) they will be required to use any personal, annual leave available to them until that leave balance is zero. This would also include the use of any compensatory time for educational support personnel. At that time their leave would become unpaid. The staggering of paid and unpaid leave while on extended leave will not be allowed.

**C8. Sick Leave Bank/Donation of Leave**

**C8.1 Administrative Sick Leave Bank**

- a. A Sick Leave Bank shall be established by the Board for use by participating administrators and administered by the Assistant Superintendent for Human Resources and a committee of three (3) administrators who shall approve or disapprove all requests for use of days from the bank. The administrators shall submit a list of names from which two (2) of the committee members shall be chosen by the Board.
- b. Full-time administrators having at least one (1) year of employment with the Board who have accumulated at least eight (8) days of sick leave may participate in the sick leave bank. Participation in the sick leave bank shall be voluntary on the part of the administrator.
- c. Each participating member shall contribute two (2) days of sick leave to the bank upon enrollment, which must be within the first 20 working days of the school year. The committee will recommend when additional days need to be contributed to the bank.
- d. A majority vote of the membership shall determine the additional days to be contributed.
- e. The following conditions and requirements shall control the operation of the sick leave bank:
  - 1. The Sick Leave Bank shall be used only for the personal illness, accident, or injury of the participant, not to any other person, and substantiated by a physician's statement.

2. Each participant, upon depletion of his/her sick leave and any accrued vacation or other leave, shall be eligible to draw from the bank.
3. The illness, accident, or injury of the individual participant must have caused absence from employment for at least five (5) consecutive working days.
4. Each participating member may not draw in excess of 45 days from the bank in each year. If sufficient days are not in the bank, the days requested will be pro-rated to participants. Any unused sick leave bank hours will be returned to the bank at the start of each fiscal year unless a participant is in the midst of using previously approved bank hours when the new fiscal year begins.
5. The participant shall not be required to repay the number of days used from the bank except in cases of misuse, as determined by the committee and approved by the Board. Any employee found guilty of misuse of the sick leave bank shall be subject to other disciplinary action as determined by the Board.
6. The administrator who cancels his/her membership in the sick leave bank shall not be eligible to withdraw the days of sick leave he/she has contributed.
- f. Procedures for identifying and recording contributions to the bank and other associated record keeping shall be developed by the Assistant Superintendent for Human Resources and the Sick Leave Bank committee.

## **C8.2 Instructional Sick Leave Bank**

- a. A sick leave bank is established by the Board for use by participating teachers. The committee will be comprised of:
  - Two (2) Teacher association members appointed by the association president.
  - One (1) instructional employee appointed by the Superintendent.
  - The Assistant Superintendent for Human Resources.

### **To be eligible for membership in the Sick Leave Bank, the employee:**

- Shall have completed one (1) year of employment as a full-time employee of the Board.
- Be a full-time employee of the Board at the time of application.
- Have a minimum of nine (9) days of accumulated sick leave at the date of application.
- Shall apply for membership on an approved form during the enrollment period. This form shall be submitted to the Assistant Superintendent for Human Resources. Participation in the bank shall be voluntary on the part of each teacher.

Each participating member shall contribute one (1) day of sick leave to the bank upon enrollment. Membership applications shall be submitted during the first 20 workdays of a school calendar year. The committee shall act to approve or disapprove

applications on basis of rules described. New members become eligible for participation in the Bank on October 1. Deduction of the day for the new members will be reflected on the October Statement of Earning and Deductions.

Sick leave credit, up to thirty (30) days, may be granted to a participating member applicant at the discretion and authority of the Sick Leave Bank Committee. Any sick leave awarded from the Sick Leave Bank to a participating employee shall be used for absence due to the employee's personal catastrophic illness: due to illness, accident, or injury. Catastrophic illness is defined as an acute or prolonged medical condition usually considered to be life-threatening or with the threat of serious residual disability of an employee which is verified by a physician. Mental/emotional illnesses and pregnancy will not be considered catastrophic illnesses. However, complications from pregnancy or mental/emotional illnesses, which require hospitalization or institutionalization, will be considered by the committee. The Sick Leave Bank Committee, at its discretion, is authorized to grant 15 additional days in hardship situations. Once sick leave bank days are granted, the use of sick leave bank days will begin on the fourth (4<sup>th</sup>) day without pay. Any unused sick leave bank hours will be returned to the bank at the start of each fiscal year. If a participant has hours remaining at the end of the school year and has a need to continue to use previously approved hours at the start of the new school year, the participant is required to notify the sick leave bank committee through the Human Resources department to reinstate eligibility before the start of the new school year.

### **C8.3 Educational Support Sick Leave Bank**

- a. **A sick leave bank is established by the Board for use by participating educational support employees. The committee will be comprised of:**
  1. One (1) Educational Support Union member, appointed by the Educational Support Union president.
  2. One (1) Blue Collar member appointed by the president of the Blue Collar Union.
  3. One (1) exempt educational support employee appointed by the Superintendent.
  4. The Assistant Superintendent for Human Resources.
- b. **To be eligible for membership in the Sick Leave Bank, the employee:**
  1. Shall have completed one (1) year of employment as a full-time employee of the Board.
  2. Be a full-time employee of the Board at the time of application.
  3. Have a minimum of nine (9) days of accumulated sick leave at the date of application.
  4. Shall apply for membership on an approved form during the enrollment period. This form shall be submitted to the Assistant Superintendent for Human Resources. Participation in the bank shall be voluntary on the part of each teacher.

- c. Each participating member shall contribute one (1) day of sick leave to the bank upon enrollment. Membership applications shall be submitted during the first 20 workdays of a school calendar year. The committee shall act to approve or disapprove applications on basis of rules described. New members become eligible for participation in the Bank on October 1. Deduction of the day for the new members will be reflected on the October Statement of Earnings and Deductions.
- d. Sick leave credit, up to 30 days, may be granted to a participating member applicant at the discretion and authority of the Sick Leave Bank Committee. Any sick leave awarded from the Sick Leave Bank to a participating employee shall be used for absence due to the employee's personal catastrophic illness, accident, or injury. Mental/emotional illnesses and pregnancy will not be considered catastrophic illnesses. However, complications from pregnancy or mental/emotional illnesses, which require hospitalization or institutionalization, will be considered by the committee. The Sick Leave Bank Committee, at its discretion, is authorized to grant 15 additional days in hardship situations. Once sick leave bank days are granted, the use of sick leave bank days will begin on the fourth (4<sup>th</sup>) day without pay. Any unused sick leave bank hours will be returned to the bank at the start of each fiscal year. If a participant has hours remaining at the end of the school year and has a need to continue to use previously approved hours at the start of the new school year, the participant is required to notify the sick leave bank committee through the Human Resources department to reinstate eligibility before the start of the new school year.

#### **C8.4 Donation of Leave to Sick Leave Bank**

New members will donate the required day(s) for initial enrollment and will not be asked to donate again until after January 1 of their initial enrollment year.

#### **C8.5 Family Member Donation of Leave**

A Santa Rosa County School District employee may donate accrued sick leave to a spouse, child, parents or sibling, who is an employee of the Santa Rosa County School District. The recipient may not receive or use the donated sick leave until all of his/her sick leave has been depleted, excluding sick leave for the Sick Leave Bank. Anyone who donates accrued sick leave will not be eligible to use the Sick Leave Bank until a) all of their sick leave has been depleted and b) the employee has been on leave without pay for the number of days equal to the number of sick leave days he/she donated.

#### **C8.6 Employee to Employee Donation of Leave**

Section §.1012.61 Florida Statutes allow school employees to voluntarily donate their accrued sick leave days to other employees who are ill and have used all of their own days. The recipient may not receive or use the donated sick leave until all of his/her sick leave has been depleted, excluding sick leave for the Sick Leave Bank. Anyone who donates accrued sick leave will not be eligible to use the Sick Leave Bank until a) all of their sick leave has been depleted and b) the employee has been on leave without pay for the number of days equal to the number of sick leave days he/she donated. No employee may donate days unless they have more than ten accrued days and are limited to donating

up to 5 days per fiscal year. The donations shall not be applied retroactively during any school year.

## **C9. Retirement**

### **C9.1 New employees filling a regular position are enrolled in the Florida Retirement System (FRS).**

#### **a. Pension Plan**

Normal retirement under FRS is at least 6 years of creditable service and 62 years of age or 30 years of creditable service regardless of age IF employed prior to July 1, 2011. Normal retirement for those employed on or after July 1, 2011 is age 65 with at least eight (8) years of creditable service or 33 years of creditable service regardless of age. If employed before January 1, 1987, four (4) years of wartime military service may be included as part of the thirty years if proper application and documentation is made to the Division of Retirement. An employee may also be eligible to purchase service credit under FRS for up to five (5) years of out-of-state public employment or federal employment. Certain leaves of absence may receive credit toward retirement with proper application forms. Payment for leaves of absence can be submitted by the employee prior to retirement.

#### **b. Investment Plan**

An employer-sponsored retirement plan under which contributions are made by the employer, employee, or both, to individual member accounts to generate funds for distribution to the member at retirement (termination). Contribution amounts are determined by the plan sponsor and are usually a specified percentage of the employee's salary. The benefit amount at retirement (termination) is the sum that accumulates in the member's account, based on contribution made, plus investment earnings. Members may have to meet certain age and/or service requirements to receive account accumulations. It is the responsibility of the member (employee) to ensure, through investment of account funds in employer-offered investment products, that sufficient moneys are raised to provide adequate income in retirement for himself and/or his beneficiaries. An employee is vested after one (1) year of FRS service under this plan and is not eligible to participate in DROP.

#### **c. Early Retirement**

Under the Florida Retirement System early retirement occurs when the employee has at least six (6) years of creditable service but has not reached normal retirement age or date (age 62 or 30 years of service) or for pension plan member enrolling in the Florida Retirement System for the first time on or after July 1, 2011 early retirement occurs when the employee has at least eight (8) years of creditable service but has not reached normal retirement age or date (age 65 or 33 years of service). If a member takes early retirement the amount of benefit will be reduced by 5 percent for each year the retirement date precedes normal retirement age. [FRS information is subject to change per FRS legislation.](#)

#### **d. Disability Retirement is available under FRS if:**

1. Eight (8) years of creditable service has been completed, or
2. FRS membership and five (5) years of creditable service was completed by July 1, 1980.

Two (2) licensed physicians must verify documentation of the total and permanent disability. Appropriate application forms and information must be submitted to the Division of Retirement for approval.

**For additional information you may visit the FRS website at:**

[www.frs.state.fl.us/](http://www.frs.state.fl.us/)

## **C.10 Terminal Pay Benefits**

### **C10.1 Sick Leave/Annual Leave Terminal Pay Benefits**

#### **a. Terminal Sick Leave Pay**

1. An employee of the Santa Rosa County School District will be paid terminal pay for accumulated sick leave at retirement, participation in DROP, or to his/her beneficiary if service is terminated by death.
2. Any person entitled to terminal pay benefits shall have been under contract to render services for the period immediately preceding retirement or death and shall not be under suspension from duty except for reasons pertaining to health, or have any charges pending which could result in dismissal from employment.
3. Retirement as used in this section shall be defined as a) the filing with the Board resignation forms that have been signed and notarized, and b) the filing of the proper paperwork with the Division of Retirement with an effective retirement date within six (6) months of separation date from school board. Investment plan participants will be eligible for terminal sick leave pay only if the participant meets the normal retirement age or years of service as defined in School Board Policy 6.912.

#### **b. Terminal pay shall not exceed an amount determined as follows:**

1. During the first three (3) years of service, the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave.
2. During the next three (3) years of service, the daily rate of pay multiplied by 40 percent times the number of days accumulated of sick leave.
3. During the next three (3) years of service, the daily rate of pay multiplied by 45 percent times the number of days accumulated of sick leave.
4. During the next three (3) years of service, the daily rate of pay multiplied by 50 percent times the number of days accumulated of sick leave.
5. During and after the 13<sup>th</sup> year of service, the daily rate of pay multiplied by 100 percent times the number accumulated of sick leave. However, the number of days may not exceed the number of working days for the employee's pay type for a

school year, or the number of sick leave days the employee has accumulated as of June 30, 1996, whichever is larger.

- c. If an employee is not participating in DROP and has at least 50 days of accumulated sick leave, payment for sick leave days may be made in two (2) calendar year installments after resignation, but prior to official retirement date, if resignation has been signed and notarized by October 31 of a calendar year and the effective retirement date is no later than December 1 of the next calendar year. Payments will be made in December and month of effective retirement date. Initial payment will be one-half (1/2) of accumulated sick leave days payable at the percentage stated above. These days (one-half of the accumulated sick leave days) shall then be charged to the employee's record as having been used. The final payment shall be calculated based on the number of accumulated sick leave days at date of retirement and at the appropriate percentage as stated in 1-5 above. In the event the employee rescinds the resignation and the School Board approves the request, the employee may buy back any or all of the days of sick leave paid for under the above sections. The buyback rate shall be the same as the rate paid to the employee.
- d. Full time employees who are not classified as instructional staff or educational support employees as defined by law shall be eligible for terminal sick leave payment at the time of normal retirement as follows:
  - 1. Terminal pay from sick leave accrued prior to July 1, 2004 shall be paid at the daily base rate of pay at the rate allowed by Florida Statute at the time of retirement.
  - 2. Terminal pay for sick leave accrued after June 30, 2004 shall be paid at the base rate of pay at the time it was earned.
  - 3. Payment shall be calculated according to the schedule in b1-5.
- e. **Terminal Annual Leave Pay**

Any employee resigning in good standing with the Santa Rosa County School Board shall be entitled to terminal pay for accrued annual leave up to a maximum of 60 days. The maximum terminal payout for accumulated annual leave will be based on the daily contract rate for the employee. The exception will be for employees who had accumulated a balance of 500 hours/62.5 days of annual leave on June 30, 2001 and who do not decrease that 500-hour balance before payout. As the balance falls below 500 hours, the maximum payout to the employee will be reduced accordingly. Payment shall be made in the last regular paycheck for the employee except in the case where an employee enters DROP.
- f. **BENCOR National Plan**

Any employee entering DROP or retiring, will be given information regarding the BENCOR Plan. The BENCOR 401(a) Special Pay Plan is an IRS-approved, tax qualified retirement plan for unused sick or annual leave pay. If the employee has accumulated sick or annual leave pay over \$1000.00 payout, he/she is required to participate in this plan.

The employee is responsible for reading the material provided and for submitting the enrollment form to BENCOR. Human Resource personnel are not qualified to answer questions or concerns regarding the plan. BENCOR Administrative Services provides personalized consulting and administrative services to the employees who call the toll-free number or access the website.

**g. Excess Leave**

Any terminal leave (sick/personal/annual) an employee has accumulated in excess of the allowable terminal payout is not transferable and becomes void upon employment termination/ retirement.

**C10.2 DROP**

**a. Deferred Retirement Option Program – (DROP)**

The Deferred Retirement Option Program (DROP) became effective July 1, 1998. The DROP is an alternative method for payout of retirement benefits for up to 60 months after a member reaches his/her normal retirement date. The DROP allows an employee to save (accumulate with interest) all retirement benefits payable during the DROP, while continuing employment and receiving a salary as if no retirement had occurred. Employees entering DROP must meet eligibility requirements and elect to participate in DROP within the timeline established in F.S. 121. The employee must determine a beginning and ending for DROP.

**b. Terminal Pay Benefits – Sick Leave**

If an employee is participating in DROP and has at least 50 days of accumulated sick leave, payment shall be distributed according to the following table.

Months in DROP	Number of Payments	Portion for Each Payment
01-12	1	Balance*
13-24	2	1/2, and balance*
25-36	3	1/3, 1/2, and balance*
37-48	4	1/4, 1/3, 1/2, and balance*
49-60	5	1/5, 1/4, 1/3, 1/2, and balance*
<u>* Extended DROP</u>	<u>5 (All but 50 days)</u>	<u>Month following the last date worked.</u>

Payments shall be as follows:

The first and all succeeding payments, other than the final payment, shall be in June, starting in the year the employee enters DROP. The final payment shall be in the month following the last date worked. (Example, the last day worked = June 30, final payment = July). If an employee enters and exits DROP and will not be employed in June of that year, then the remaining balance shall be paid in the month following last date worked. At no time when a payment is to be made, other than the final payment, shall



the number of remaining days of sick leave be allowed to be less than 50. If that would be the case, then either a partial payment of NO payment shall be made.

**c. Terminal Pay Benefits – Annual Leave**

The payment shall be made in the last paycheck before the effective beginning date of DROP. If at the time the employee enters DROP, they do not have 60 days of annual leave, they may be paid for subsequent accumulated annual leave at time of final separation, but the total number of hours for all payments shall not exceed 60 days.

**d. Extending DROP beyond 60 Months**

1. The following DROP participants may be approved to extend their participation in DROP for up to 36 months beyond the 60-month maximum participation period (no more than 96 months total):
  - a. Participants employed by a district school board as “instructional personnel” in grades K-12. This includes classroom teachers; student personnel services staff such as guidance counselors, social workers and school psychologists; librarians and media specialists; and other instructional staff such as primary specialists, learning resource specialists, instructional trainers, adjunct educators, and similar positions (F.S. 1012.01 (2) (a-d).
2. To extend DROP participation: An eligible DROP participant employed by a district school board must receive authorization from the district school superintendent. By authorizing an employee to extend DROP participation for up to 36 months beyond the initial 60-month DROP period, the employer is certifying that the employee is employed on an annual contractual basis and is filling a position eligible for extension as required by law. The participant must remain employed in a position eligible for DROP extension for the entire extended DROP participation. Such extension may be granted for the entire 36-month period or on a year-by-year basis, at the employer’s discretion. To extend DROP participation, the eligible employee must submit a separate form, Form DP-EXT, Extension of Deferred Retirement Option Program (DROP) For Specified K-12 Instructional Personnel, to the division. This form may be submitted as early as six months before the 60th month of the initial DROP period but must be received before the employee’s termination date as established for the initial 60-month DROP participation period. The applicant will receive confirmation from the division when the application to extend DROP participation has been received and approved. NOTE: Do not confuse this type of extension with an extension of the DROP end date past the originally selected termination date, but still within the 60-month eligibility period.
3. Effective July 1, 2018, K-12 instructional personnel who are authorized to extend DROP participation beyond the 60-month period must have a termination date that is the last month of the school year. If on July 1, 2018, the member’s DROP participation has already been extended for the maximum 36 months and the extension period concludes before the end of the school year, the member’s DROP participation may be extended through the last month of the school year. The employer is required to notify the Division of Retirement when these eligible personnel have their termination date changed to comply with this provision. Effective July 1, 2018, K-12 administrative personnel as defined in section 1012.01(3), Florida Statutes, who have a DROP termination date on or after July

1, 2018, may be authorized to extend their DROP participation beyond the initial 60 calendar month period if their termination date is before the end of the school year. Such administrative personnel may have their DROP participation extended until the last month of the school year. The employer is required to notify the Division of Retirement when these eligible personnel have their termination date changed to comply with this provision

## **C11. Drug Free/Tobacco Free Workplace Policies and Procedures**

### **C11.1 Drug Testing**

- a. The School Board of Santa Rosa County shall require all prospective employment candidates to submit to a drug screening. Effective date of employment may not begin until negative results are received from the drug screening. In addition, an employee may be required to submit to drug screening when there is reasonable suspicion to believe that he/she is under the influence of, or otherwise using, a controlled substance. Any employee injured while on duty shall automatically be required to submit to substance abuse testing.
- b. The Santa Rosa County School Board complies with the Drug-Free Workplace Act of 1988 and provides notice of such to all employees.
- c. Any individual who tests positive for any drug described in the Santa Rosa County School Board Drug-Free Workplace Policy will not be considered qualified for employment with the School Board of Santa Rosa County. A job applicant or current employee who receives a positive drug screen result is not eligible to re-apply for employment with the School Board or submit to a subsequent drug screening for twelve (12) months after receiving the positive test result.
- d. To view the complete Santa Rosa County School Board Drug-Free Workplace Policy please visit:

<https://srcsdriskmanagement.weebly.com/uploads/7/1/9/7/71972161/drugfreeworkplacepolicy2015.pdf>

### **C11.2 Tobacco Free School District Policy**

Since January 1, 2000, Santa Rosa District Schools have been "Tobacco Free" per School Board Policy. To comply with the Florida Clean Indoor Air Act and to set a positive health example for students, the use of tobacco products (both smoking and smokeless) is prohibited in any facility or on any real or personal property owned by or under the control of the Santa Rosa County School Board.

The following disciplinary actions apply to Santa Rosa County employees for non-compliance:

- |                         |  |
|-------------------------|--|
| 1 <sup>st</sup> offense | Issue a verbal warning                                     |
| 2 <sup>nd</sup> offense | Issue a verbal and written warning (maintain copy on file) |
| 3 <sup>rd</sup> offense | Initiate appropriate personnel action                      |

Permission will not be granted to leave school property during regular work hours for a tobacco break.

## **D. Grievance Procedures**

### **D1. Non-Discrimination Policy including sexual and other forms of Harassment/ Grievance Procedures**

Please follow the link below for Santa Rosa School Board Policy:

[http://www.santarosa.k12.fl.us/policy/Policy2\\_70.pdf](http://www.santarosa.k12.fl.us/policy/Policy2_70.pdf)

For further information regarding Non-discrimination Policy and Procedures contact the District Equity Coordinator:

Students: Assistant Superintendent for Curriculum and Instruction

6032 Highway 90

Milton, FL 32570

Phone # (850) 983-5041

Employees: Assistant Superintendent for Human Resources

6032 Highway 90

Milton, FL 32570

Phone # (850) 983-5030

### **D2. Americans with Disabilities Act Non-Discrimination/ Grievance Procedures**

- a. The Americans with Disabilities Act (ADA) prohibits discrimination against individuals with disabilities solely because of their disabilities. The Santa Rosa County School District ensures that individuals with disabilities, who are employed by the District, as well as persons seeking employment with the District, are treated fairly and given opportunities equal to those provided to similar non-disabled persons. This policy protects the rights of individuals to privacy and confidentiality to the extent possible.
- b. The ADA prohibits discrimination against people with disabilities in every aspect of employment:
  4. Recruitment, advertising, and job application procedures;
  5. Hiring, upgrading, promotion, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
  6. Rates of pay or any other form of compensation and changes in compensation;
  7. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  8. Leaves of absence, sick leave, and any other leave;

9. Fringe benefits;
  10. Selection and staff development, including professional meetings, conferences and other related activities, and selection for leaves of absence to pursue training;
  11. Activities sponsored by the Santa Rosa County School Board including social and recreational programs; and
  12. Any other term, condition, or privilege of employment.
- c. The ADA requires that the District:
1. not exclude or isolate persons with disabilities; 2.
  2. be willing to modify the format of applications (such as putting them in large print, on audio tape, or in Braille) or to offer assistance in completing them;
  3. hold interviewing in physically accessible locations;
  4. provide accurate information about abilities and skills to individuals with disabilities when conducting interviews;
  5. provide reasonable accommodations so that a qualified individual with a disability can perform the essential functions of his or her job; and
  6. engage in other actions that will enable people with disabilities to participate in employment with Santa Rosa County School Board.
- d. The ADA does not require that preferential treatment be given to individuals with disabilities or that qualifications be lessened. The ADA does require that reasonable modifications be made for qualified individuals with disabilities in certain circumstances. Santa Rosa County School District is committed to complying with the ADA requirements. If special equipment or personnel with special skills is needed, the Exceptional Student Education Department will be contacted to help locate the appropriate equipment or personnel.

**1. Dissemination of Policy Statement**

This policy statement shall be placed in the Employee Orientation Handbook. Each current, as well as new employee shall receive a copy. A copy shall also be placed on the bulletin board where employment application information is posted.

**2. Contact Person**

For questions, concerns, or compliance with the Americans with Disabilities Act, contact the Santa Rosa County School Board, Human Resource Department, 6032 Highway 90, Milton, FL 32570, phone number (850) 983-5030.

**3. Procedures**

To request ADA accommodations:

- a. Any applicant or employee who has an ADA accommodation request is encouraged to report such request to his/her direct supervisor. If such is not possible, the request should be reported to the Assistant Superintendent for Human Resources, Santa Rosa County School Board, 6032 Highway 90, Milton, FL 32570, telephone

number (850) 983-5030. The accommodation request should be in writing using form 72-03-29, Reasonable Accommodation Request.

- b. A current medical statement from a physician should document the disability.
  - c. Form 72-03-29 is then forwarded to the Human Resource Department by the appropriate personnel.
  - d. The ADA committee, comprised of the Assistant Superintendent for Human Resources, Director of Exceptional Student Education, Director of Maintenance, and Coordinator of Risk Management and Benefits, will discuss the request and may request further information.
  - e. One (1) or more members of the committee will meet with the person filing the request and other appropriate personnel as determined by the petitioner if necessary to gather further information.
  - f. After all information is received, the committee will determine if reasonable accommodation(s) are required and attainable.
- e. To file an ADA Discrimination Grievance:
- Refer to the Educational Equity Act Non-Discriminatory/Grievance Procedures.
  - Contact the Santa Rosa County School Board, Equity Coordinator, 6032 Highway 90, Milton, FL 32570, phone number (850) 983-5030 (for employees/applicants) or (850) 983-5041 (for students).

## **E. SANTA ROSA COUNTY DISTRICT SCHOOLS PUBLIC RECORDS REQUEST POLICY**

### **1. PURPOSE**

The purpose of this Public Records Request Policy is to provide guidance to Santa Rosa County District Schools on how to coordinate a public records request from any entity making that request and ensure all requests comply with Florida Statute Chapter 119, also known as the "Public Records Act".

### **2. POLICY**

- a. This policy is to provide guidelines and overall general procedures district wide. Administrators will inform all affected employees within their work areas of this policy and its requirements.
- b. The Human Resources Department will be designated as the Santa Rosa County District Schools' Public Records Coordinator for all public records requests. The Assistant Superintendent of Human Resources shall designate an individual to act as the District's centralized public records contact person for tracking public records requests submitted.
- c. Administrators should know and train their employees on what public records are available and what sensitive information those records may contain.
- d. The centralized public records contact person will receive records training in compliance of the Public Records Act in accordance with Florida Statute Chapter 119.

### **3. PROCEDURES**

- a. All public records requests involving personnel files will be directed to Human Resources with notice to the centralized public records contact person and the Assistant Superintendent of Human Resources. The Assistant Superintendent of Human Resources will work with the public records contact person to ensure compliance.
- b. Public records can be reviewed, and copies obtained by making a request to the Human Resource Department (see Public Records Request form).
- c. Request for records may be made in writing (electronic mail, US mail, Fax or in person). All requests will be processed by the appropriate staff members at a time which does not interfere with their normal work duty and will be completed during normal business hours (Monday-Friday 7:30 am-4 pm). All requests will be completed within a reasonable time fashion.
- d. When making request for e-mails please include the time period and "keywords". This will allow e-mails to be reviewed and limited to a manageable number

### **4. EXCEPTIONS/EXEMPTION TO PUBLIC RECORDS INFORMATION**

- a. Although documents that perpetuate, communicate or formalize knowledge are public records, not all information found in that public record is necessarily subject to dissemination or release. Employee personnel files are public record however, certain information is protected.
- b. The following public documents are examples that may include sensitive material that is either exempt from the Public Records Act or some other statutory exemption:
  1. Employee social security numbers on all current and former District employees.
  2. Employee evaluations until the end of the school year immediately following the school year during which the evaluation was made.
  3. Employee drug screening.
  4. Employee medical records, except at certain specified hearings, are confidential and exempt.
  5. Employee Florida retirement records.
  6. Cumulative records of public-school pupils.
  7. Personally, identifiable educational records or reports of the student and any personal information contained within reports, teacher plans.
  8. Individual's payroll deductions.
- c. Santa Rosa County District Schools is responsible for protecting any confidential information or as otherwise exempt according to Florida Statutes, Section 119.07. Documents that contain protected sensitive material will be redacted (concealed or removed) prior to inspection or distribution of copies of the nonexempt portions to satisfy the public records request.

### **5. FEES**

- a. The Public Records Act allows the Santa Rosa County District Schools to collect the actual cost of duplication for materials and supplies used to duplicate records.

Additionally, the district may collect a service charge for any request that requires more than 15 minutes of use of district resources to produce. The cost of appropriate staff member's time will be computed to the nearest ¼ of an hour and the charge will be based upon the current hourly salary rate of pay plus benefits.

1. Actual Cost Fees:

- Paper Copies - \$.15 per page
- CD/DVD/ELECTRONIC FILE - \$30.00 \*Santa Rosa County District Schools will not accept any external compact disk, DVD, external drive\* (the \$30-dollar fee is for the materials requested and a minimum of up to 1 hour of processing/labor. If the processing/labor to provide the requested material is more than 1 hour, the fee will be adjusted accordingly.)
- Shipping – US postage rate or any other necessary shipping costs required to deliver records

b. Payment Processing:

All payments or deposits must be collected prior to the release of records. Payments may be electronic at the following link:

[https://www.myschoolbucks.com/ver2/stores/checkout/getproduct?clientKey=ZZHW3OJWSY0456G&buttonID=0acec8aa-001f-4517-8410-f19e5690809c,](https://www.myschoolbucks.com/ver2/stores/checkout/getproduct?clientKey=ZZHW3OJWSY0456G&buttonID=0acec8aa-001f-4517-8410-f19e5690809c)

in person, or delivered to the Human Resources Department. If paying by check or money order it shall be made payable to Santa Rosa County School Board. If actual duplication costs and any additional service charges exceed \$100.00, the requestor will be provided with an estimate and will be required to remit a minimum of 50% of the total invoice prior to any record inspection of production.

## **F. Fingerprinting Procedures and Verification Process**

(SANTA ROSA COUNTY PUBLIC SCHOOLS EMPLOYEE AND CONTRACTOR'S PROCEDURES Effective JULY 1, 2016 – PROCEDURES and FEES)

1. On July 1, 2013, Section 1012.467, Florida Statutes, was amended requiring all school districts to issue a uniform statewide badge to certain non-instructional contractors permitted onto school grounds.
2. The School Board has adopted Policy 3.68+ implementing the statutory requirements for screening non-instructional contractors/vendors as well as Policy 6.17 which establishes the screening requirements for new District employees. It should be noted that there are statutory exemptions for some types of contractors and service providers as established in F.S. 1012.468.
3. All instructional personnel, educational support persons, and non-instructional employees working for a contractor or vendor that is under contract to the School District who have direct contact with students must meet the requirements and comply with all provisions of specified in the Jessica Lunsford Act, F.S. 1012.465, FS. 1012.467, and F.S. 1012.468. Such persons may not be in direct contact with students if ineligible under F.S 1012.315.

4. Santa Rosa County School District employees will be continuously monitored by the Human Resources/Risk Management Department to keep information current and up-to-date with the FDLE. The District will review any arrest information received and the employee will be contacted immediately if a reported arrest falls within the disqualifiers. If it is determined that an employee is no longer qualified, the Human Resources/Risk Management Department will notify the site-based administration/contract supervisor where the employee is assigned that the disqualified employee is to be permanently removed from the job site. The employee must return any district issued badge or identification to the issuing district within 48 hours of the notification of arrest.
5. The following information is a list of requirements to assist contractors and vendors in bringing their employees into compliance with the required legislation. If you have any questions regarding the fingerprinting process, do not hesitate to contact the Risk Management Safety Specialist at [850-983-5008](tel:850-983-5008). Each contracted employee must go to the Santa Rosa County School District website's "Fingerprinting" page and access information about the required forms. Please ensure that the company name is on each document sent to the district to include the I-9 form for every employee submitting for clearance.

### **Requirements:**

- a. New non-instructional contractors will need to contact the Director of Purchasing and complete the process to become an approved vendor.
- b. Provide to the Risk Management Safety Specialist a document that includes the name of the company, contact person, phone number, and email address where the designated representative may be reached. The document shall also include the names of all of current employees who will have access to school sites as a part of the contract with Santa Rosa County School District, their social security numbers, and birth dates. It is required that each non-instructional contractor provide a copy of each employee's completed I-9 document. Employee lists and I-9 documents will be forwarded to the office of Risk Management, ATTN: Risk Management Safety Specialist at 6032 Highway 90, Milton, FL 32570. Documentation may also be emailed to [santarosai9@santarosa.k12.fl.us](mailto:santarosai9@santarosa.k12.fl.us).
- c. DO NOT send any employees to complete the fingerprinting process until the district staff member responsible for the management of the contract has contacted the non-instructional contractor and identified which employees will be required to be fingerprinted. Those employees with criminal history disclosure must meet the approved background qualification guidelines set by Florida Statute 1012.467. Employees who do not meet the guidelines will not qualify to fingerprint and will not be approved to access any School District site or obtain a statewide badge. If it is reported to the School District by FDLE/FBI that an employee has any of the disqualifying charges, they will be denied access to school sites. **All fingerprinting fees and administrative fees are non-refundable.**
- d. Once contracted employees are identified as being required to fingerprint, the employee will go to the Santa Rosa County District website's "Fingerprinting" page and follow the instructions to complete the fingerprinting process. Individuals will be required to have their original social security card and photo ID to fingerprint.
- e. All fees will be paid online at the time an employee schedules an appointment for fingerprinting and are **NON-REFUNDABLE**.



- f. It will be the responsibility of the non-instructional contractor to contact the district staff member responsible for the management of the contract to inform the district that an employee has been removed from the company roster. Additionally, if the non-instructional contractor adds a new employee, notification must be made immediately to the district staff member responsible for the management of the contract in writing via email or by fax of the new employee and direct them the required process prior to your new employee being qualified to fingerprint and reporting to any District site.
- g. After all the employees for a non-instructional contractor have fingerprinted and their returns have been received by the Risk Management Safety Specialist, the employer will receive verification that the employee was fingerprinted and qualified making them an approved non-instructional contractor employee for five (5) years from their fingerprint date. Each approved employee will receive the uniform statewide badge which **MUST** be displayed at all times while on the job site and will be required to show photo identification upon request.
- h. Non-instructional contractors will be required to update their employee list monthly with the district staff member responsible for the management of the contract to keep information current and up-to-date with the FDLE. All monitoring of non-instructional contractor employees will be the responsibility of the district staff member responsible for the management of the contract. The District will review any arrest information received and the non-instructional contractors will be contacted immediately if the arrest falls within the disqualifiers. Make sure the contact person listed on the vendor/contractor information form is cleared to receive this information. If it is determined that an employee is no longer qualified, it will be the contractor's responsibility to permanently remove the employee from the job site or delivery route. The contractor must return the badge to the issuing district within 48 hours of the notification of arrest.
- i. If a non-instructional contractor has a break in service with the School District, their employees will be monitored for five (5) years from their original fingerprint date, keeping the employees current and up-to-date in the event the company should be awarded a new contract with the District as long as it is within the validity window of your employees' fingerprints. Contractors/vendors/employees will be required every five (5) years to reapply for their statewide badge and will be responsible for any related fees.
- j. Non-instructional contractor employees **WILL NOT BE GIVEN CLEARANCE TO ENTER** a job site or district site until their employees have been fingerprinted and qualified and can present their approved statewide badge.
- k. Non-instructional contractors, vendors, and employees are required to sign in at the school office or with the site administrator when accessing District school sites or District offices. District staff will check vendors/contractors and their employees on a regular basis for the uniform state badge to verify identification while on district sites. Employees who cannot produce both of their uniform state badge and a state issued identification upon request will be required to leave the job site immediately, and contractors/vendor employee will be reported to the district staff member responsible for the management of the contract.
- l. Effective July 1, 2016 any non-instructional contractor employee who does not have the uniform statewide badge will be denied access to school and/or District job sites.

**In compliance with the Florida Department of Law Enforcement regulations, it is the policy of Santa Rosa County District to not release or supply criminal history record information to the individual who was fingerprinted or the non-instructional contractor who employs the individual. Contractors/vendors are prohibited from requesting, possessing, using and/or maintaining any criminal history record information for any purpose that was generated by Santa Rosa County School District at any time as part of an employee's fingerprinting and background screening process. All future contract provisions with any non-instructional contractors will include this stipulation in writing.**

Individuals may request a copy of their criminal history record information from the following sources:

- a. Florida Department of Law Enforcement

Attn: Criminal History Services

Post Office Box 1489

Tallahassee, FL 32302-1489

Or

- b. Florida Department of Law Enforcement

Criminal History Services

850-410-8109

[BackgroundChecks@fdle.state.fl.us](mailto:BackgroundChecks@fdle.state.fl.us) Federal Bureau of Investigations Records

304-625-5590

## **G. Hiring Guidelines for Contractors/Vendors**

- a. A non-instructional contractor for whom a criminal history check is required under this section may not have been convicted of any of the following offenses designated in the Florida Statutes, any similar offense in another jurisdiction, or any similar offense committed in this state which has been re-designated from a former provision of the Florida Statutes to one of the following offenses:
  - 1. [Meet the requirements of s.943.053; and](#)
  - 2. [Have the ability to communicate electronically with the state agency accepting screening results from the Department of Law Enforcement and provide the applicant's full first name, middle initial, and last name; social security number or individual taxpayer identification number; date of birth; mailing address; sex; and race.](#)
  - 3. [\(2\) The security background investigations under this section must ensure that no persons subject to the provisions of this section have been arrested for and are awaiting final disposition of, have been found guilty of, regardless of adjudication, or entered a plea of](#)

nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of state law or similar law of another jurisdiction:

4. (a) Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct.
5. (b) Section 394.4593, relating to sexual misconduct with certain mental health patients and reporting of such sexual misconduct.
6. (c) Section 415.111, relating to adult abuse, neglect, or exploitation of aged persons or disabled adults.
7. (d) Section 777.04, relating to attempts, solicitation, and conspiracy to commit an offense listed in this subsection.
8. (e) Section 782.04, relating to murder.
9. (f) Section 782.07, relating to manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child.
10. (g) Section 782.071, relating to vehicular homicide.
11. (h) Section 782.09, relating to killing of an unborn child by injury to the mother.
12. (i) Chapter 784, relating to assault, battery, and culpable negligence, if the offense was a felony.
13. (j) Section 784.011, relating to assault, if the victim of the offense was a minor.
14. (k) Section 784.03, relating to battery, if the victim of the offense was a minor.
15. (l) Section 787.01, relating to kidnapping.
16. (m) Section 787.02, relating to false imprisonment.
17. (n) Section 787.025, relating to luring or enticing a child.
18. (o) Section 787.04(2), relating to taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings.
19. (p) Section 787.04(3), relating to carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person.
20. (q) Section 790.115(1), relating to exhibiting firearms or weapons within 1,000 feet of a school.
21. (r) Section 790.115(2)(b), relating to possessing an electric weapon or device, destructive device, or other weapon on school property.

- 22. (s) Section 794.011, relating to sexual battery.
- 23. (t) Former s. 794.041, relating to prohibited acts of persons in familial or custodial authority.
- 24. (u) Section 794.05, relating to unlawful sexual activity with certain minors.
- 25. (v) Chapter 796, relating to prostitution.
- 26. (w) Section 798.02, relating to lewd and lascivious behavior.
- 27. (x) Chapter 800, relating to lewdness and indecent exposure.
- 28. (y) Section 806.01, relating to arson.
- 29. (z) Section 810.02, relating to burglary.
- 30. (aa) Section 810.14, relating to voyeurism, if the offense is a felony.
- 31. (bb) Section 810.145, relating to video voyeurism, if the offense is a felony.
- 32. (cc) Chapter 812, relating to theft, robbery, and related crimes, if the offense is a felony.
- 33. (dd) Section 817.563, relating to fraudulent sale of controlled substances, only if the offense was a felony.
- 34. (ee) Section 825.102, relating to abuse, aggravated abuse, or neglect of an elderly person or disabled adult.
- 35. (ff) Section 825.1025, relating to lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult.
- 36. (gg) Section 825.103, relating to exploitation of an elderly person or disabled adult, if the offense was a felony.
- 37. (hh) Section 826.04, relating to incest.
- 38. (ii) Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.
- 39. (jj) Section 827.04, relating to contributing to the delinquency or dependency of a child.
- 40. (kk) Former s. 827.05, relating to negligent treatment of children.
- 41. (ll) Section 827.071, relating to sexual performance by a child.
- 42. (mm) Section 843.01, relating to resisting arrest with violence.
- 43. (nn) Section 843.025, relating to depriving a law enforcement, correctional, or correctional probation officer means of protection or communication.
- 44. (oo) Section 843.12, relating to aiding in an escape.

45. (pp) Section 843.13, relating to aiding in the escape of juvenile inmates in correctional institutions.
46. (qq) Chapter 847, relating to obscene literature.
47. (rr) Section 874.05, relating to encouraging or recruiting another to join a criminal gang.
48. (ss) Chapter 893, relating to drug abuse prevention and control, only if the offense was a felony or if any other person involved in the offense was a minor.
49. (tt) Section 916.1075, relating to sexual misconduct with certain forensic clients and reporting of such sexual misconduct.
50. (uu) Section 944.35(3), relating to inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm.
51. (vv) Section 944.40, relating to escape.
52. (ww) Section 944.46, relating to harboring, concealing, or aiding an escaped prisoner.
53. (xx) Section 944.47, relating to introduction of contraband into a correctional facility.
54. (yy) Section 985.701, relating to sexual misconduct in juvenile justice programs.
55. (zz) Section 985.711, relating to contraband introduced into detention facilities.
56. (3) The security background investigations under this section must ensure that no person subject to this section has been arrested for and is awaiting final disposition of, been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, any offense that constitutes domestic violence as defined in s. 741.28, whether such act was committed in this state or in another jurisdiction.
57. (4) For the purpose of screening applicability to participate in the Medicaid program, the security background investigations under this section must ensure that a person subject to screening under this section has not been arrested for and is not awaiting final disposition of; has not been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to; and has not been adjudicated delinquent and the record sealed or expunged for, any of the following offenses:
58. (a) Violation of a federal law or a law in any state which creates a criminal offense relating to:
59. 1. The delivery of any goods or services under Medicaid or Medicare or any other public or private health care or health insurance program, including the performance of management or administrative services relating to the delivery of goods or services under any such program;

- 60. 2. Neglect or abuse of a patient in connection with the delivery of any health care good or service;
  - 61. 3. Unlawful manufacture, distribution, prescription, or dispensing of a controlled substance;
  - 62. 4. Fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct;
  - 63. 5. Moral turpitude, if punishable by imprisonment of a year or more; or
  - 64. 6. Interference with or obstruction of an investigation into any criminal offense identified in this subsection.
  - 65. (b) Violation of the following state laws or laws of another jurisdiction:
    - 66. 1. Section 817.569, criminal use of a public record or information contained in a public record;
    - 67. 2. Section 838.016, unlawful compensation or reward for official behavior;
    - 68. 3. Section 838.021, corruption by threat against a public servant;
    - 69. 4. Section 838.022, official misconduct;
    - 70. 5. Section 838.22, bid tampering;
    - 71. 6. Section 839.13, falsifying records; or
    - 72. 7. Section 839.26, misuse of confidential information.
  - 73. (c) Violation of a federal or state law, rule, or regulation governing the Florida Medicaid program or any other state Medicaid program, the Medicare program, or any other publicly funded federal or state health care or health insurance program.
  - 74. History of unlawful possession, sale, manufacture or association of controlled substances and drug related activities. (Only arrests which resulted in dropped charges, dismissal, or a not guilty verdict will not disqualify the contractor/vendor).
  - 75. History of repeated unlawful offenses that may vary but show a pattern of unlawful behavior regardless of court outcome as determined by a review committee consisting of at least three of the following: Assistant Superintendent of Human Resources, Director of human Resources, Director of Labor Relations and Compliance, and/or District Safety Specialist
- b. Sealed or expunged records **must** be revealed to the Santa Rosa County District Schools pursuant to Florida Statutes 943.0585 and 943.059.
- c. Florida Statute 1012.32 states that "persons subject to this subsection found through fingerprint processing to have been convicted of a crime involving moral turpitude shall not

be employed, engaged to provide services or serve in any position requiring direct contact with students.”

- d. For purposes of complying with this law, the applicant shall be deemed to have been found **guilty of a crime of moral turpitude if the applicant was found guilty following a trial, entered a guilty plea, entered a no contest or nolo contendere plea or entered a pre-trial diversion program regardless of whether there was an adjudication of guilt or a withholding of adjudication.** Crimes of moral turpitude include but are not limited to the following:
1. Felony crimes of violence
  2. Sexual-related crimes
  3. Lewd and lascivious crimes
  4. Indecent exposure
  5. Felony child abuse crimes
  6. Any outstanding arrest warrants
- **The above list is intended only to provide examples and is not all inclusive. Other offenses may also be considered to involve moral turpitude.**
  - **48-hour notification is required by an employee and/or applicant as they become aware**
- e. Each contractor who is subject to the requirements of this section shall agree to inform his or her employer or the party to whom he or she is under contract and the school district within 48 hours if he or she is arrested for any of the disqualifying offenses in paragraph. A contractor who willfully fails to comply with this subsection commits a felony of the third degree, punishable as provided in s. [775.082](#) or s. [775.083](#). If the employer of a contractor or the party to whom the contractor is under contract knows the contractor has been arrested for any of the disqualifying offenses in paragraph and authorizes the contractor to be present on school grounds when students are present, such employer or such party commits a felony of the third degree, punishable as provided in s. [775.082](#) or s. [775.083](#).

## **H. SRCDS Minimum Driver Qualifications**

- a. The following minimum qualifications refer to current employees of SANTA ROSA COUNTY DISTRICT SCHOOLS (SRCDS) applying for driving positions within SRCDS using buses owned by either SRCDS or the current transportation contractor. To be considered for eligible to drive students for school related events, candidates for driving positions will meet the following minimum qualifications:
1. **Driving Record**
    - a. An applicant may be disqualified if they:
      1. Are less than twenty-one (21) years of age
      2. Does not possess a valid driver’s license if applicable

3. Has more than one at-fault accident(s) within the previous 36 months
4. Cannot satisfy state or federal law, local ordinance and statutes regarding the requirements to operate a commercial vehicle
5. Has more than two (2) minor moving violations within the previous 36 months
- b. Has been convicted in accordance with applicable law, for any of the following:
  1. Has more than one serious traffic violation listed on their driving record
    - This includes the following: excessive speed, reckless driving, improper or erratic lane changes, and following the vehicle ahead too closely
  2. Having an alcohol concentration of 0.04 or greater while operating a commercial motor vehicle
  3. Has been convicted of using a vehicle to manufacture, distribute, or dispense a controlled substance
  4. Refusing to take an alcohol test as required by a State or jurisdiction under its implied consent laws or regulations
  5. Leaving the scene of a collision
  6. Using a vehicle to commit any felony
  7. Driving a commercial motor vehicle when, as a result of prior moving violations committed operating a commercial motor vehicle, the driver's commercial driver's license is revoked, suspended, or cancelled
  8. Causing a fatality through the negligent operation of a commercial motor vehicle including, but not limited to, crimes of motor vehicle manslaughter, homicide by motor vehicle and negligent homicide.
  9. Cannot present an original state MVR report verifying applicant's driving history and status for the last three (3) years, regardless of state(s) of residency
    - Note: For drivers with no previous experience working for a DOT regulated employer during the preceding three years, documentation that no investigation was possible must be placed in the driver's qualification file within the required 30 days of the date the driver's employment begins.

## 2. **Criminal Background**

Subject to any federal or state law limitations, SRCDS will review the existence of any criminal violations or convictions and may deny employment based on the same. Conviction for a criminal offense alone may not result in immediate denial of employment. The type of offense, the date of offense, the relevance of the criminal conviction to the position applied, and any applicable state or federal laws with respect to the same will be considered by SRCDS.

## 3. **Safety Requirements for Continued Employment**



- a. The following requirements refer to employees in safety-sensitive positions, particularly those hired as Drivers/Mechanics at SRCDS. The SRCDS Substance Abuse Policy applies to all employees who perform a safety-sensitive function.
- b. **Employees will undergo an annual review of their driving record and complete and Annual Review of Driving Record and Certification of Violations if responsible for operating a motor vehicle in the course of their employment. MVR checks must be conducted and based on the following requirements:**
  - 1. Employees must undergo an annual review of their driving record, or more frequently as mandated by client requirements.
  - 2. As required by state law or regulations, authorizations to obtain MVRs will be obtained from employees;
  - 3. Failure to authorize an MVR check is cause for the revocation of driving privileges.
- c. Employees will meet the following MVR and standards regarding traffic violations:
  - 1. No homicide, manslaughter, or assault convictions associated with operation of a motor vehicle.
  - 2. No convictions for driving while intoxicated
  - 3. No more than two (2) minor moving violations within the previous 36 rolling months.
  - 4. No major moving violations, including but not limited to:
    - Failure to stop at the scene of a collision; speeding 15 mph or more above the posted speed limit; driving with a revoked license; possession of opened alcoholic containers; attempting to elude an officer.
- d. A Supervisor or Manager may request an MVR from an approved source when he/she has reason to believe the employee's driving record may not meet these standards.
- e. Violations that occur on an employee's personal time or in a non-company vehicle are considered as part of the overall driving record.
- f. Annual MVRs will be reviewed, signed, and dated by management/designee.
- g. **Employees must report any traffic citations, violations or convictions when they occur, including those received outside the course of employment**
- h. Employees must provide notice to their Supervisors regarding traffic citations, violations or convictions within 24 hours of their occurrence.
- i. **Employees must comply with the standards for recordable collisions and moving violations in company vehicles**
- j. Drivers with three (3) recordable collisions involving a district vehicle in the previous 36 months will have their district driving privilege revoked.

- k. All moving violations or collisions in a district vehicle will be reviewed by the Director of Contracted Services and may result in disciplinary action up to and including termination.
- l. **Employees must comply with SRCDS's Substance Abuse Policy. Specific directives are provided in the SRCDS Substance Abuse Policy.**
- m. **Employees must pass physical examinations as required by federal and state laws and Company/client policy, or every two (2) years whichever comes first, including the following positions: CDL Drivers, Mechanics, Fuelers, Service Workers and Non-CDL Drivers.**
- n. **Employees with a break in service of 30 days or greater, or returning from a medical leave, will be required to undergo a physical examination; excluding summer breaks.**
- o. **Employees must report to work being "fit for duty" as outlined by the Federal Motor Carrier Safety Administration (FMCSA), including but not limited to:**
  - 1. Not being under the influence of prescription or non-prescription medication that may interfere with safe driving
  - 2. Not being in violation of federal or state hours of service regulations
    - Note: Other outside employment must be taken into consideration.
- p. **Safety Requirements for Rehired and Return to Work Employees**

All employees rehired or returning from work from a leave of absence for safety sensitive and driving positions must complete the required training hours as outlined by the SRCDS and/or current contractor's rehire criteria.

## **I. Appendix**

Santa Rosa County School District

**Demonstration of Subject Area Expertise Designation Request Form**

NAME: \_\_\_\_\_ EMPLOYEE ID \_\_\_\_\_

LOCATION: \_\_\_\_\_ ASSIGNMENT: \_\_\_\_\_

ASSIGNMENT DATE: \_\_\_\_\_

PLEASE CHECK ONE:	THE TEACHER IS CERTIFIED IN A SUBJECT AREA OTHER THAN THE AREA OF ASSIGNMENT AND HAS DEMONSTRATED SUFFICIENT SUBJECT AREA EXPERTISE BY ONE OF THE FOLLOWING OPTIONS:
<p>_____ A minor in the subject area assignment that is reflected on an official transcript from an accredited institution.</p> <p>_____ Official documentation of passing the Florida subject area exam for the out-of-field assignment.</p> <p>_____ Fifteen semester hours of college credit in the subject area that is reflected on an official transcript from an accredited Institution.</p> <p>_____ Qualified via a Santa Rosa County School District In-Field Evaluation.</p> <p>_____ Acceptance of infield designations from other Florida counties and proof of successful evaluation from their last year of Employment.</p> <p>_____ Documented expertise in the area of debate, dance, or social work, Expertise has been evaluated and approved by the Assistant Superintendent for Curriculum and Instruction.</p>	

**NOTES:**

Copy of this form and supporting documents demonstrating subject area expertise must be placed in the personnel file at the school and district office for auditing purposes.

It is the employees' responsibility to provide any necessary verification/documentation. In the event of denial, the teacher must abide by the terms of the out-of-field memorandum of understanding.

This applies to classroom teaching subjects only and does not include areas eligible for endorsement (E.g.: ESOL, ASD, Reading, Gifted), Speech-Language, Guidance, Media Specialist or Deans.

Subject area expertise designation means that a teacher is considered in-field (by DOE) in the subject area and releases the school from reporting the teacher out-of-field for FTE purposes or parental notification. (F.S. 1012.42)

Subject area expertise does not mean a teacher is state certified in the subject area and does not relieve the teacher from completing the State requirements for certification purposes.

**Teacher Acknowledgement:** I have provided the required supporting documentation for demonstration of subject area expertise designation and understand the above notes.

*Teacher Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Principal Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

_____APPROVED	_____DENIED	DATE:_____
NOTES:		
Certification Specialist: _____		DATE:_____
Asst. Supt./HR: _____		DATE:_____

**DO NOT WRITE BELOW THIS LINE-FORWARD TO CERTIFICATION OFFICE:**

## **Santa Rosa County School District In-Field Evaluation Form**

Name: \_\_\_\_\_ Employee ID: \_\_\_\_\_

Location: \_\_\_\_\_ Subject Area To Be Evaluated: \_\_\_\_\_  
(One subject area evaluation per form)

Teacher must meet the following criteria:

- Teacher must Hold a valid Florida Temporary or Professional Certificate in another subject content area, and
- Document 80 points appropriate to the assigned subject content area as calculated below

<b><u>SUBJECT COMPETENCY AREA</u></b>	<b><u>COMPETENCY CRITERIA DESCRIPTIONS</u></b>	<b><u>POINTS AWARDED</u></b>
<b><u>Prior experience in the subject</u></b>	<p><u>Successful teaching experience in a General Education or Special Education subject within the last 5 years. Teaching experience must have been more than one- half of the designated school day in the subject.</u></p> <p><u>10 points per school year</u></p> <p><u>50 points maximum</u></p>	
<b><u>Classroom observation and performance evaluation in the subject</u></b>	<p><u>Classroom observation and performance evaluation in the subject, conducted by the supervisor within the past year using the Florida state-approved district performance assessment system.</u></p> <p><u>An overall Effective or higher evaluation equals 30 points; no points for below an overall Effective rating.</u></p>	
<b><u>Approved professional development in the subject</u></b>	<p><u>Professional development training must be training that increased the teacher's knowledge of the subject, is aligned to state standards, is documented on the teacher's district professional development transcript, and is intensive and classroom focused (not short-term or workshops.) Must have been completed within the last 5 years. All components must be a minimum of 6 in-service points.</u></p> <p><u>All Professional Development Competency submissions must be verified/ approved by the Director of Professional Development.</u></p> <p><u>Evaluation points are awarded and ½ of the value of the in-service component point total. No component of less than 6 points may be used to qualify for in-field evaluation points.</u></p>	

	<u>60 evaluation points maximum.</u>	
<b><u>College level courses in the subject</u></b>	<u>College level course(s) in the subject (as evidenced by official transcript)</u>  <u>3 semester hours equals 20 points</u>  <u>60 points maximum</u>	
<b><u>School, district, state or national level activities or service related to the teaching of the subject</u></b>	<u>Appropriate professional activities related to teaching the subject, including but not limited to:</u>  <u>Subject content standards development, selection, or evaluation committee</u>  <u>Subject content curriculum development, selection, or evaluation committee</u>  <u>Presentation at a regional, state, or national conference, seminar, workshop, or training activity related to the subject</u>  <u>And/or activities such as:</u>  <u>Mentor teacher for subject content area teachers (not grade level or department chair). Mentor teacher must be "in-field" for the same subject content area as the "mentee"</u>  <u>Supervising teacher for an intern or student teacher in teaching the subject</u>  <u>Presentations at the district, state, or national level on the teaching of the subject</u>  <u>Contributor to the publication of an article in a general publicly recognized publication, materials, or a chapter, section, or book on the teaching of the subject.</u>  <u>10 points for each activity</u>  <u>50 points maximum</u>	
<b><u>FOR FOREIGN LANGUAGES ONLY:</u></b> <b><u>Documentation of proficiency in the standard written and spoken foreign language</u></b>	<u>An evaluation of the teacher's proficiency and ability to speak and write the standard form of the foreign language. Must be documented by an individual having established expertise in the language.</u>  <u>40 points maximum</u>	

	<b><u>TOTAL POINTS:</u></b>	
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- Attach documentation for each competency criteria selected and submit your completed packet to Santa Rosa County District Schools Certification office.
- It is the teacher's responsibility to provide all documentation.

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal/ Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**INSTRUCTIONAL APPLICATIONS MUST BE ON FILE IN THE ONLINE APPLICATION SYSTEM**

135



**PRINCIPAL/ADMINISTRATOR CHECK LIST**  
**INSTRUCTIONAL AND EDUCATIONAL SUPPORT**  
**RECOMMENDATION**

<b>Yes</b>	<b>No</b>	
<input type="checkbox"/>	<input type="checkbox"/>	<b>Reviewed application</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Reviewed resume</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Interviewed by: _____ Date: _____</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Checked for "gaps" in employment</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Verified eligibility for a Florida Teaching Certificate (if applicable)</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Checked/reviewed written references</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Conducted telephone reference calls to all current/previous employers</b>

1.   **Who** \_\_\_\_\_  
       **Position** \_\_\_\_\_  
       **Where** \_\_\_\_\_  
       **Date** \_\_\_\_\_  
       **Educator misconduct**      **Yes** \_\_\_\_      **No** \_\_\_\_
  
2.   **Who** \_\_\_\_\_  
       **Position** \_\_\_\_\_  
       **Where** \_\_\_\_\_  
       **Date** \_\_\_\_\_  
       **Educator misconduct**      **Yes** \_\_\_\_      **No** \_\_\_\_
  
3.   **Who** \_\_\_\_\_  
       **Position** \_\_\_\_\_  
       **Where** \_\_\_\_\_  
       **Date** \_\_\_\_\_  
       **Educator misconduct**      **Yes** \_\_\_\_      **No** \_\_\_\_

**Santa Rosa County District Schools**  
**Conflict of Interest**  
**Determination Request Form**

Please submit this form to the Human Resource office after it is signed by your site supervisor.\*

1. Employee Name \_\_\_\_\_ Date of Request \_\_\_\_\_  
 Work Site \_\_\_\_\_ Job Title \_\_\_\_\_
2. Description of Activity to Be Reviewed (be as detailed as possible; part-time job, one-time delivery of services; attach information as necessary) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
3. Type of Compensation \_\_\_\_\_  
 \_\_\_\_\_
4. Estimated Number of Hours to Be Devoted Outside of Normal Work Hours \_\_\_\_\_  
 Time and Day These Hours Will Be Obligated to Outside Work \_\_\_\_\_  
 \_\_\_\_\_  
 Employee Questions or Concerns \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. \*Site Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

**To Be Completed By Human Resources Within 15 Days of Receipt**

Date of Receipt in Human Resources \_\_\_\_\_ Initials \_\_\_\_\_

6. This Activity Has Been Determined to Be\*\*:

**In Conflict** With Board Policy \_\_\_\_\_ **Not** In Conflict With Board Policy

\*\*This determination may be appealed to the Superintendent.

Comments \_\_\_\_\_  
 \_\_\_\_\_

Signature of H. R. Administrator \_\_\_\_\_ Date \_\_\_\_\_

## PROCEDURES TO REQUEST PROMOTION WITHIN A JOB TITLE

Example: Secretary I to II or III)

**72-03-51**

The following criteria must be met:

- The employee must meet the minimum qualifications for the recommended job description.
- The recommended position must be in the staffing allocation for the work

1. Employee Name: \_\_\_\_\_

2. Current Job Title: \_\_\_\_\_

3. Date of Appointment to Current Job Title: \_\_\_\_\_

4. Requested Promotional Job Title: \_\_\_\_\_

5. Requested Date of Promotion (beginning of payroll cycle after board approval):  
\_\_\_\_\_

6. Employee name verified on promotional list by Human Resource Office?

Yes \_\_\_\_\_ Date \_\_\_\_\_

Human Resource Employee Providing Verification \_\_\_\_\_

7. Staffing Plan allocation verified by Asst. Supt./Human Resources?

Yes \_\_\_\_\_ No \_\_\_\_\_ Date \_\_\_\_\_

8. Justification/rationale for this request (attach additional sheets if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Site

Administrator \_\_\_\_\_ Date \_\_\_\_\_

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For Human Resource Office Use Only:

Approved \_\_\_\_\_ Submitted on Board Agenda / Date: \_\_\_\_\_

Not Approved: \_\_\_\_\_

Reason: \_\_\_\_\_

Administrator Notified / Date: \_\_\_\_\_

## NOTICE OF DISCIPLINARY ACTION FOR EDUCATIONAL SUPPORT EMPLOYEES

☐ Southern Council employee

☐ Union employee

☐ Classified employee

☐ Written Warning

☐ Suspension

☐ Dismissal

Employee: \_\_\_\_\_ Position: \_\_\_\_\_

Effective date of action \_\_\_\_\_ Time \_\_\_\_\_ am/pm

Worksite \_\_\_\_\_

You are hereby notified of your suspension for \_\_\_\_\_ days (not to exceed 30 days) and/or dismissal on the date shown above. In case of suspension only, you are to report back to work at \_\_\_\_\_ am/pm on \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_.

CHARGE(s), SPECIFICATIONS: NATURE OF VIOLATION OR MISCONDUCT, DATES, TIMES, PLACES, ETC.  
(complete below)

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This action initiated by: \_\_\_\_\_

Immediate Supervisor

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Assistant Superintendent of Human Resources

### AFFIDAVIT OF EMPLOYER:

I hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ am/pm \_\_\_\_\_ delivered, \_\_\_\_\_ forwarded by mail a true copy of the foregoing notice to the employee named herein.

### a. STATEMENT OF EMPLOYEE:

I hereby certify that I have read the above charge(s) and specifications and have received a true copy of same on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and my signature in no way implies

THE EMPLOYEE MAY SUBMIT A WRITTEN STATEMENT RESPONDING TO THE DISCIPLINARY ACTION.

Copies\_\_\_\_\_Employee\_\_\_\_\_Personnel File\_\_\_\_\_Union Representative\_\_\_\_\_

**APPEAL BY EMPLOYEE TO BOARD/RIGHT TO APPEAL**

The employee may appear before the School Board at the meeting during which the charges are being reviewed and may deny the charges, give reasons for the action taken, or appeal the severity of such action.

An employee who has been suspended or dismissed by his appointing authority from a position in the classified service and who has attained status by serving the required probationary period shall have the right to appeal such disciplinary action.

Two (2) options are available for appeal.

Within 10 days after the charges are filed with the School Board, or 10 days after the date that the notice of such disciplinary action is served upon the employee, whichever is later, the employee may:

- 1) file an appeal with the Civil Service Board

OR

- 2) file a grievance with the union representing the employee if applicable.

Only one (1) of the above processes may be utilized.

I have read the above and understand my right to appeal.

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Employee Signature

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Date

\*The School District shall file the charges with the Civil Service Board no more than 10 days (excluding holidays) after the effective date of the suspension, demotion, or termination.

SANTA ROSA COUNTY, FLORIDA  
NON-DISCRIMINATION POLICY  
FORMAL GRIEVANCE PROCEDURE DOCUMENTATION  
STUDENTS, EMPLOYEES, APPLICANTS  
LEVEL 1 GRIEVANT

72-03-14

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Status: ☐ student ☐ applicant ☐ employee

Date of alleged violation: MM/DD/YY \_\_\_\_\_

Date of informal discussion MM/DD/YY \_\_\_\_\_

Description of alleged violation (include specific violation, date, time, place, witness(es), conditions, etc.): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy sought (describe action requested to rectify the alleged violation):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature of Grievant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Submit within 60 calendar days of alleged violation to the District Equity Coordinator.

RECIPIENT

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone # \_\_\_\_\_ Job Title: \_\_\_\_\_

Work Location: \_\_\_\_\_ Date Level 1 grievance received: \_\_\_\_\_

Findings/Results of Conference: \_\_\_\_\_  
\_\_\_\_\_

Disposition: \_\_\_\_\_

Signature of Recipient: \_\_\_\_\_ Date: \_\_\_\_\_

Conference within 5 working days of receipt.  
Disposition within 5 working days of conference with copy to Grievant.

LEVEL 2

## GRIEVANT

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Status: ☐ student ☐ applicant ☐ employee

Date of alleged violation: MM/DD/YY \_\_\_\_\_

Date of Level I submittal: MM/DD/YY \_\_\_\_\_

Date of receipt of Level I disposition: MM/DD/YY \_\_\_\_\_

Description of alleged violation (include specific violation, date, time, place, witness/es, conditions, etc.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

Submit within 5 working days of receipt of Level 1 disposition to the Superintendent with copy to District Equity Coordinator.

## RECIPIENT

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Job Title: \_\_\_\_\_

Work Location: \_\_\_\_\_ Date Level 2 grievance received: \_\_\_\_\_

Findings/Results of Conference: \_\_\_\_\_  
\_\_\_\_\_

Disposition: \_\_\_\_\_  
\_\_\_\_\_

Signature of Recipient: \_\_\_\_\_ Date: \_\_\_\_\_

Conference within 5 working days of receipt of appeal. Disposition within 5 working days of conference with copy to Grievant and to the District Equity Coordinator.

LEVEL 3  
GRIEVANT

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Status: ☐student ☐applicant ☐employee

Date of alleged violation: MM/DD/YY \_\_\_\_\_

Description of alleged violation (include specific violation, time, place, conditions, etc.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy sought (describe action requested to rectify the alleged violation):

\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

RECIPIENT

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Job Title: \_\_\_\_\_

Work Location: \_\_\_\_\_ Date Level 3 grievance received: \_\_\_\_\_

Findings/Results of Board: \_\_\_\_\_

Action: \_\_\_\_\_

Disposition: \_\_\_\_\_

\_\_\_\_\_  
Signature of Chairman: \_\_\_\_\_ Date: \_\_\_\_\_

Disposition within 60 working days of receipt of appeal to Board  
with copy to Grievant, District Equity Coordinator, and Superintendent.





## PUBLIC RECORD REQUEST

### Florida Statute 119.07

"Every person who has custody of a public record shall permit the record to be inspected and examined by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the Assistant Superintendent of Human Resources or the public records contact person."

Records are available to the public upon request. However, to ensure file content is not compromised, files will not be loaned out and may not be removed from the Human Resource Department.

The information listed below is requested (**but not required**) to expedite your request and document public records request activity.

### LIST RECORD(S) TO BE REVIEWED:

1. \_\_\_\_\_
2. \_\_\_\_\_

**TIME PERIOD:** From \_\_\_\_\_ TO \_\_\_\_\_  
Month, Day, Year Month, Day, Year

**COPIES REQUESTED:** Yes \_\_\_\_\_ NO \_\_\_\_\_

**COPY ENTIRE FILE:** Yes \_\_\_\_\_ NO \_\_\_\_\_

**EMAIL SEARCH: (keywords)**

\_\_\_\_\_

### LIST RECORD(S) TO BE COPIED BELOW:

1. \_\_\_\_\_
2. \_\_\_\_\_

### THE CONTACT INFORMATION BELOW IS NOT REQUIRED

If you wish to be contacted when the records are available, please include the appropriate information.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

### INTERNAL USE ONLY:

Date Completed: \_\_\_\_\_ Time: \_\_\_\_\_ Contact Person: \_\_\_\_\_