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3.01 DEFINITIONS

A. Definitions in this chapter will be used pursuant to those set forth in Chapter 1000.21 F.S.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1000.01, F.S.
 Amended: 10/14/03, 5/13/08

3.02 PERSONNEL POSITIONS AND THEIR QUALIFICATIONS

- A. Each position staffed in the District must be approved by the School Board pursuant to a recommendation by the Superintendent.
- B. For each position approved, the School Board will establish a set of qualifications. The qualifications when adopted by the Board and, spread upon the minutes of the Board, will become a part of this rule.
- C. Positions and qualifications once established by the Board will continue in effect until the Board takes action to repeal or alter the same. The existence of a position does not mean that the position must be filled.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1001.42
 Amended: 11/8/83, 10/14/03, 5/13/08

3.03 CONTRACTS

Absent a formal waiver by the School Board, the Superintendent will recommend annual contracts for eligible administrators and supervisors recommended for appointment by the Superintendent.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1012.33, F.S.
 Adopted: 11/8/83
 Amended: 3/12/84, 10/14/03, 5/13/08

3.04 EMPLOYMENT REQUIREMENTS FOR ADMINISTRATIVE AND INSTRUCTIONAL PERSONNEL

- A. Any person desiring employment in an administrative or instructional position shall:
 - 1. File a written or on-line application with the assistant Superintendent of human resources. The application shall include pertinent information and complete details relating to training, experience, and certification of the application.
- B. Certificate requirements. The applicant shall hold a bachelor's degree or higher certificate or shall have a receipt from the Florida Department of Education acknowledging that an application has been filed and that issuance of the certificate is pending. (F.S. 1012.56)
 - 1. If it appears that the applicant is eligible for a temporary or regular certificate, appointment may be made subject to the conditions set forth in the annual contract of employment form as approved by the commissioner of education.
 - 2. Any person not holding a valid Florida certificate at the time of employment, but who is eligible for an initial temporary certificate, shall file through the personnel office immediately upon being employed. Failure to file for such certificate may result in termination of the person's employment.
- C. Initial employment. For initial employment, the following procedures shall be observed:
 - 1. After reviewing the initial application, the assistant Superintendent of human resources or designee shall arrange or provide for interviews with all principals who have openings for such positions of employment.

2. The Superintendent or his designee may obtain an advisory recommendation from the principal of each school relative to the appointment or reappointment of the instructional staff of the school. Such opinion shall be advisory in nature and shall not be binding on the Superintendent and may be rejected by him without cause being given. Where a vacancy exists in the principalship or where the principal fails to gain reappointment, the Superintendent may act without obtaining a recommendation. In all other cases relating to the appointment of instructional and administrative personnel, the Superintendent shall submit in writing to the School Board his/her recommendation for appointment or reappointment.
- D. The employee shall submit evidence of good health as provided in Section 2.25 of these regulations.
- E. Acceptance of appointment. Failure to indicate acceptance of appointment within fourteen days after receipt of the official notice of appointment shall be considered a rejection of the offer and the position shall be declared vacant. Any acceptance of an appointment shall be in writing and in the form of a letter, email, or by signing the contract document.
- F. Prerequisites for salary payments:
Prior to the payment of the first salary warrant, the following shall be on file in the personnel office or with the Superintendent:
1. A completed application
 2. Personal data sheet
 3. A loyalty oath completed and signed in the presence of a proper authority
 4. Retirement form
 5. Report of medical examination made within the time limits required in section 2.25 of these regulations
 6. Withholding tax authorization form
 7. Benefit enrollment forms
 8. Military service record, if applicable
 9. Duplicated copy of social security card
 10. Fingerprints
 11. Complete pre-employment drug screening process

Prior to the payment of the fourth warrant, the following shall be on file in the personnel office or with the Superintendent:

1. A copy of or the official transcript of all college credit or evidence of an attempt to obtain such transcript.
 2. Three recommendations from responsible persons who are familiar with the person's competency and character. At least one recommendation or evaluation shall relate to the position of last employment (if applicable).
 3. A valid Florida certificate or the Florida Department of Education official notice of application, except as provided in Section 3.02 of these regulations.
 4. Verification of experience is required for placement on salary schedule above step 0. If received after the fourth (4th) warrant (paycheck), experience will be credited in the beginning of the next fiscal year.
- G. Employment of administrators and supervisors:
1. The School Board recognizes that it is vital to the successful operation of the District that administrative and supervisory positions created by the Board be filled with highly qualified and competent personnel. Any person employed in an administrative position requiring certification shall possess a valid certificate issued pursuant to Florida law and shall file the certificate with the District.
 2. The Board shall approve the employment, determine the compensation, and establish the term of employment for each administrator or supervisor employed by the Board. Approval shall be given only to those candidates for employment recommended by the Superintendent.

3. Any administrator or supervisor's misstatement of fact material to qualifications for employment or the determination of salary shall constitute grounds for discipline, including termination of employment.
4. To be eligible for employment in an administrative or supervisory position, an individual must be of good moral character, and, if required, hold a valid certificate issued pursuant to Florida law and the rules of the State Board of Education or the Department of Children and Family Services, except when employed pursuant to F.S. 1012.55 or under the emergency provisions of F.S. 1012.24. Previous residence in this State shall not be required in any school of the State as a prerequisite for any person holding a valid Florida certificate or license to serve in an instructional capacity. A person who is found to have been adjudicated guilty of a crime or misdemeanor as described below, or who has been convicted of any crime involving moral turpitude as defined by rule of the State Board of Education, shall not be employed, engaged to provide services, or to serve in any position that requires direct contact with students. The specific categories of convictions and the effect of a conviction upon an application for employment are as follows:
 - (a) Category One: Felony sexual related crimes, lewd and lascivious crimes, and felony child abuse crimes. The District will not hire an applicant or retain in its employment any person who has been convicted of a Category One offense under any circumstances.
 - (b) Category Two: Felony crimes of violence and felony sale of controlled substances: The District will not hire an applicant or retain in its employment a person who has been convicted of a Category Two Offense under any circumstances.
 - (c) Category Three: Other felony crimes (except those designated under Category Five), any other misdemeanor crimes of a sexual nature, and misdemeanor crimes related to children. The District will not hire an applicant or retain in its employment any person who has been convicted of a Category Three Offense under any circumstances.
 - (d) Category Four: Misdemeanor drug-related charges, misdemeanor crimes of violence, and misdemeanor crimes involving weapons. The District will not hire an applicant or retain in its employment any person who has been convicted of a Category Four offense.
 - (e) Category Five: Other misdemeanors, and felony crimes involving worthless checks. The District will consider applicants or will consider retaining employees who have had convictions for Category Five offenses on a case by case basis.
5. Definition Of Conviction: The term "conviction" for the purposes of Board Policies means a conviction by a jury or by a court, and shall also include the forfeiture of any bail, bond, or other security deposited to secure appearance by a person charged with having committed a felony or misdemeanor, the payment of a fine, a plea of nolo contendere (no contest), the imposition of a deferred or suspended sentence by the court, adjudication withheld, finding of guilt, or the date of entry into a pre-trial intervention, pre-trial diversion, or similar program; provided that such pretrial intervention or pretrial diversion program is completed by the end of the relevant waiting period.
6. Appeal: An applicant whose employment application has been rejected or a current employee who becomes ineligible for employment due to conviction for a disqualifying criminal offense may appeal to the Criminal Appeal Committee. The Criminal Appeal Committee shall be made up of the School Board Attorney, an Administrator designated by the Superintendent, and the Assistant Superintendent for Human Resources. Appeals will be considered only on the basis of mistaken identity. An appellant shall have the burden of setting forth competent, substantial evidence of such mistaken identity. The decision of the Committee is final. The Superintendent shall establish procedures governing the appeal process.
7. The Superintendent shall conduct employment history checks for all applicants for administrative positions. The employment history check shall include, but not necessarily be limited to, contacting any previous employer and screening the candidate through the

use of the screening tools allowed by law. If contact with a previous employer cannot be made, the Superintendent shall document the efforts made to do so.

8. Florida Statutes Section 1012.33 currently provides that "the first ninety-seven (97) days of an initial contract is a probationary period. During the probationary period, the employee may be dismissed without cause or may resign from the contractual position without breach of contract." This provision, as enforced by the School Board, means that individuals who are initially appointed to administrative positions in the District will have a ninety-seven (97) day probationary period.
 9. All administrators and supervisors shall become familiar with the policies of the Board and other policies, regulations, memoranda, bulletins, and handbooks that pertain to their duties in the District. Any member of the administrative or supervisory staff employed by the Board who shall be guilty of any willful violation of the policies of the Board shall be guilty of gross insubordination and shall be subject to dismissal or other lesser penalty as the Board may prescribe.
 10. Administrators and supervisors, except those shielded by law, are required to have listed telephones at their residences. This requirement may be waived by the Superintendent for a period not to exceed six (6) months, subject to review and extension at the end of the six (6) month period if justification for the waiver still exists.
- H. Employment of instructional staff
1. The District School Board recognizes that it is vital to the successful operation of the District that positions created by the Board be filled with highly-qualified, competent personnel. Any person employed in an instructional position requiring certification shall possess a valid certificate issued pursuant to Florida law and shall file the certificate with the District.
 2. The Board shall require an applicant for employment with a certificate from a District whose employment or certification requirements are not comparable to the District's to complete all requirements for initial employment and certification.
 3. For purposes of this policy, instructional staff includes classroom teachers, librarians/media specialists, guidance counselors, social workers, career specialists, school psychologists, and other instructional staff whose positions are included in the District's *Instructional Salary Schedule*.
 4. The Superintendent shall conduct employment history checks of all applicants for instructional staff positions. The employment history check shall include, but not necessarily be limited to, contacting any previous employer and screening the applicant through the use of the screening tools allowed by law. If contact with a previous employer cannot be made, the Superintendent shall document the efforts made to do so.
 5. For any person newly employed as a member of the instructional staff after June 30, 1997, the initial annual contract shall include a 97-day probationary period during which time the employee's contract may be terminated without cause or the employee may resign without breach of contract (F.S. 1012.33). Any instructional staff member's misstatement of fact material for qualification for employment or for the determination of salary shall be considered to constitute grounds for discipline, including termination of employment.
 6. **QUALIFICATIONS FOR INSTRUCTIONAL PERSONNEL**
To be eligible for employment in an instructional staff position, an individual must be of good moral character, and, if required, hold a valid certificate issued pursuant to Florida law and the rules of the State Board of Education or the Department of Children and Family Services, except when employed pursuant to F.S. 1012.55 or under the emergency provisions of F.S. 1012.24. Previous residence in this State shall not be required in any school of the State as a prerequisite for any person holding a valid Florida certificate or license to serve in an instructional capacity. A person who is found to have been adjudicated guilty of a crime or misdemeanor specified below, or who has been convicted of any crime involving moral turpitude as defined by rule of the State Board of Education, shall not be employed, engaged to provide services, or to serve in any

position that requires direct contact with students. The specific categories of convictions and the effect of a conviction upon an application for employment are as follows:

- (a) Category One: Felony sexual related crimes, lewd and lascivious crimes, and felony child abuse crimes. The District will not hire an applicant or retain in its employment any person who has been convicted of a Category One offense under any circumstances.
 - (b) Category Two: Felony crimes of violence and felony sale of controlled substances. The District will not hire an applicant or retain in its employment a person who has been convicted of a Category Two Offense under any circumstances.
 - (c) Category Three: Other felony crimes (except those designated under Category Five), any other misdemeanor crimes of a sexual nature, and misdemeanor crimes related to children. The District will not hire an applicant or retain in its employment any person who has been convicted of a Category Three Offense under any circumstances.
 - (d) Category Four: Misdemeanor drug-related charges, misdemeanor crimes of violence, and misdemeanor crimes involving weapons. The District will not hire an applicant or retain in its employment any person who has been convicted of a Category Four offense.
 - (e) Category Five: Other misdemeanors and felony crimes involving worthless checks. The Superintendent will consider recommending applicants for employment or will consider retaining employees who have had convictions for Category Five offenses on a case-by-case basis. In considering whether to employ or retain that person, the Superintendent's recommendation to the Board will be considered binding in the absence of a showing of good cause for the Board to take action contrary to the Superintendent's recommendation.
7. DEFINITION OF CONVICTION: The term "conviction" for the purposes of these Administrative Policies means a conviction by a jury or by a court; and shall also include the forfeiture of any bail, bond, or other security deposited to secure appearance by a person charged with having committed a felony or misdemeanor, the payment of a fine, a plea of nolo contendere (no contest), the imposition of a deferred or suspended sentence by the court, adjudication withheld, finding of guilt or the date of entry into a pre-trial intervention, pre-trial diversion or similar program provided that such pretrial intervention or pretrial diversion program is completed by the end of the relevant waiting period.
 8. The Superintendent shall conduct employment history checks for all applicants for administrative or supervisory positions. The employment history check shall include, but not necessarily be limited to, contacting any previous employer and screening the candidate through the use of the screening tools allowed by law. If contact with a previous employer cannot be made, the Superintendent shall document the efforts made to do so.
 9. F.S. 1012.33 currently provides that "the first ninety-seven (97) days of an initial contract is a probationary period. During the probationary period, the employee may be dismissed without cause, or may resign from the contractual position without breach of contract." This provision as enforced by the District School Board means that individuals who are initially appointed to administrative positions in the District will have a ninety-seven (97) day probationary period.
 10. All instructional staff members shall become familiar with School Board Policies, State Regulations, Florida Statutes, Professional Code of Ethics, District employee handbooks, and school handbooks as they pertain to their duties in the District. Any instructional staff member employed by the Board who shall be guilty of any willful violation of the policies of the Board shall be considered guilty of gross insubordination and shall be subject to dismissal, or other lesser penalty as the Board may prescribe.
 11. Administrators and supervisors, except those shielded by law, are required to have listed telephones at their residences. This requirement may be waived by the Superintendent for a period not to exceed six (6) months, subject to review and extension at the end of the six (6) month period if justification for the waiver still exists.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1001.42(5), 1001.51(7), 1012.315, 1012.32, 1012.796, 1012.33, 1012.55, 1012.24,
 F.S.; Section 3.02 DOE
 Amended: 11/8/83, 12/8/98, 10/14/03, 5/13/08, 6/23/09, 10/13/09

3.05 APPOINTMENTS AND REAPPOINTMENTS

All administrative and instructional personnel shall be appointed as prescribed by law.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Amended: 11/8/83, 10/14/03, 5/13/08

3.06 PART-TIME EMPLOYEES

Personnel contracted to fill positions for which regular hours have been established shall be classified as full time employees of the school system. The salary will be prorated on the percentage of time worked using the regular salary schedule. (For employee benefits for members of a bargaining unit, see contract language for IRCEA or CWA.)

Excluded from the provisions of this rule are temporary employees, substitute employees, student employees; part-time, non-degreed, vocational instructional personnel, and part-time, adult school employees.

- A. Temporary employees shall be those workers who are employed for limited periods of time and shall be so designated when recommended by the Superintendent and employed by the District School Board.
- B. Substitute employees shall be those workers who are employed by the School Board and who are requested to serve in the place of any worker who is employed under one of the other categories described in this rule.
- C. Student employees shall be those workers who are enrolled as students in a formal education program which meets the approval of the School Board.
- D. Part-time, non-degree, vocational instructional personnel shall only be assigned to teach vocational courses when the Course Code Directory specifies non-degreed vocational instructional personnel as appropriate.
- E. Part-time adult school employees shall be those workers who are employed to work in the adult program and are not working regularly for the school system in the day program.
- F. Full time employees are defined as those employees in regularly, established positions working the minimum time established by contract.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1012.36, F.S.
 Amended: 6/11/91, 12/8/98, 10/14/03, 5/13/08

3.07 NON-DEGREED CAREER AND TECHNICAL AND PART-TIME ADULT EDUCATIONAL INSTRUCTIONAL PERSONNEL

Individuals possessing occupational expertise in the areas of agriculture, business, health occupations, home economics, industrial, marketing, and public service education may be employed as full-time or part-time, non-degreed career and technical instructional personnel provided the requirements of this rule are met. Non-degreed career and technical instructional personnel shall only be assigned to teach career and technical courses when the Course Code Directory specifies non-degreed career and technical instructional personnel as appropriate. The Superintendent shall ensure that personnel in non-degreed career and technical instructional positions meet minimum requirements for employment and shall maintain records of such information in each employee's personnel file.

- A. Basic Qualifications: To be eligible for appointment to a full-time or part-time instructional position in a non-degreed career and technical program, a person must meet the following requirements:
1. The health requirement shall be the same as those for certified instructional personnel.
 2. Fingerprints and pre-employment drug screening shall be submitted in the same manner as required for non-instructional personnel.
 3. 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 of Education, which establishes the equivalency for a high school diploma and the minimum competence of occupational expertise in the area of assignment based on the following criteria:
- B. Occupational expertise shall be established in the area of assignment by one of the plans specified below:
1. Plan One: At least six (6) years of full-time occupational experience or the equivalent in part-time experience in the occupational field of the teaching assignment; or
 2. Plan Two: A minimum of two (2) years of full-time occupational experience or the equivalent in part-time experience or volunteer service in the occupational field of the instructional assignment in combination with one of the options listed below:
 - (a) A bachelor's or higher degree earned at an acceptable institution with an undergraduate or graduate degree major related to the instructional assignment; or accredited institution in skills or theory courses related to the instructional assignment; or
 - (b) Successful completion of a program of training specific to the area of assignment and completed at a post-secondary career and technical or technical institution approved by the State Board of Education for career and technical education in the state where the institution is located; or
 - (c) A valid certificate, registration, or license which was issued by a recognized state or national credentialing agency in an area specific to the area of assignment; or
 - (d) A certificate of completion of an apprenticeship 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
 - (e) Thirty (30) semester hours of college credit, as verified in the personnel file; or
 - (f) 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.
- C. Application procedures, employment vacancies, and selection procedures as specified for other full-time instructional personnel in accordance with School Board policy. (Florida teaching certificate shall not be required.)
- D. Terms of employment: Contracts shall be issued to non-degreed, full-time, career and technical instructional personnel for the first year of employment in accordance with School Board policy for first-year certificated instructional personnel.
1. Contracts shall be issued to non-degreed, full-time career and technical instructional personnel for the second and third years of employment in accordance with School Board policy for second and third year certificate instructional personnel.
 2. Professional service contracts shall be issued to non-degreed, full-time career and technical instructional personnel after the third year of employment in accordance with School Board policy for certificated personnel and when the requirements specified below have been met:
 - (a) Three years of successful teaching in the area for which occupational expertise was established, and successful completion of a Career and Technical Educators Alternative Certification Program for teachers who teach in the secondary program.
 3. Professional service contracts shall be retained in accordance with School Board policy for other full-time instructional personnel.

4. Part-time, non-degreed career and technical instructional personnel shall be employed as if they were full-time, non-degreed instructional personnel except that they shall not be entitled to contractual status.
- E. Salary and Benefits:
1. Full-time, non-degreed career and technical instructional personnel shall be eligible for the same salary and salary increases as certificated, instructional personnel with corresponding contractual status, years of service, and levels of training. Levels of training for full-time, non-degreed career and technical instructional personnel shall be comparable to levels of training for certificated instructional personnel for purposes of the salary schedule.
 2. Full-time, non-degreed career and technical instructional personnel shall be a member of the instructional personnel bargaining unit and shall be accorded the same rights and protection of the laws as certificated instructional personnel.
 3. Part-time, non-degreed career and technical instructional personnel shall be eligible for the same salary established for part-time, certificated non-degreed career and technical personnel. For purposes of salary schedule placement, levels of training for part-time, non-degreed career and technical instructional personnel shall be comparable to levels of training for full-time, non-degreed career and technical instructional personnel.
- F. Terminations:
1. Non-degreed career and technical instructional personnel shall comply with the resignation policy established for certificated instructional personnel.
 2. Non-degreed career and technical instructional personnel may be suspended or dismissed at any time during the school year pursuant to the provisions set forth for other certificated instructional personnel.
- G. Discontinuation of Positions:
1. Full-time, non-degreed career and technical instructional personnel shall be governed by the same provisions established for certificated instructional personnel if positions are discontinued. Should it be necessary to choose from among certificated and non-certificated instructional personnel, non-certificated instructional personnel shall have the same rights and privileges as certificated instructional personnel.
 2. Part-time, non-degreed career and technical instructional personnel shall be governed by the same provisions established for part-time, certificated instructional personnel, if positions are discontinued. Should it be necessary to choose from among certificated and non-certificated, part-time, non-degreed career and technical instructional personnel, non-certificated, part-time, non-degreed career and technical instructional personnel shall have the same rights and privileges as certificated, part-time instructional personnel.
- H. Part-time Adult Education Instructional Personnel: Instructional personnel who are employed to teach part-time in the adult program shall be employed under and governed by the same rules regarding part-time, non-degreed career and technical instructional personnel; except that, instead of meeting the occupational expertise requirements, these personnel shall hold a bachelor's or higher degree, with an undergraduate or graduate degree major in the area of assignment, or hold a bachelor's or higher degree in another area and 30 semester hours in courses related to the area of assignment. The degree or college credit must have been completed at an acceptable accredited institution.
- I. In keeping with Florida School Board of Education Rule for temporary certificates, Indian River School Board provides for the issuance of a second two-year, non-renewable temporary for a non-degreed career and technical certificate. If an applicant has had a serious illness, injury, or other extraordinary extenuating circumstances beyond the control of the applicant, which prevented completion of requirements, a second two-year, non-renewable temporary certificate will be issued. The following categories will be approved as extenuating circumstances:
1. The applicant suffered a serious illness or injury during the validity period of the certificate, which prevented the applicant from completing the requirements. In this case, a doctor's statement must accompany the request;

2. The personnel appointment(s) of the applicant for each of the two years covered by the temporary certificate precluded the completion of the BEST Program or any other extenuating circumstances will be evaluated on a case-by-case basis. Extenuating circumstances will not be considered until a completed application form and official documentation of all requirements the applicant has completed are on file.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 230.03(2), 1001.32(2), 1001.42(5), 1012.32, 1012.23, 1012.55,
 1012.56(1)(2)(6)(7), 1012.39; 1012.31, 1012.33, 1012.43F.S.
 Adopted: 6/11/91
 Amended: 7/20/93, 12/8/98, 10/14/03, 1/24/06, 5/13/08

3.08 ORIENTATION

There shall be a program of orientation for all new principals, supervisors, and members of the instructional staff. The program shall be prescribed by the Superintendent.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1001.32, F.S.
 Amended: 11/8/83, 10/14/03, 5/13/08

3.09 CERTIFICATION

Except for employment under emergency conditions, as provided in Sections 1012.24 and 1012.55 Florida Statutes, no person shall be employed or continued in employment in an instructional capacity as a regular member of the instructional staff or as a principal or supervisor who does not hold or who is not eligible to hold a valid Florida certificate. An employed non-certificated person who serves students as a speech pathologist, audiologist, occupation, or physical therapist must hold a Florida license in the area served. Refer to F.S. 1012.33(3)(6)1, and 2 for provisions effecting licensure certification. The instructional or administrative staff member shall be responsible for keeping a valid teaching certificate or license. The staff member shall register his/her certificate and each extension or each renewal thereof, including any change, in the District Office as soon as the state department grants the new condition.

- A. The director of personnel shall serve as the contact person with the certification section of the Florida Department of Education.
- B. In Indian River County, a current valid license/certificate will enable the individual to qualify for instructional status.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 231.14, F.S.; 231.15, F.S.; 236.0711, F.S.
 Repromulgated: 11/8/83
 Amended: 3/8/94, 12/8/98, 10/14/03, 5/13/08

3.10 HIGHLY QUALIFIED STATUS

The Board shall take steps that provide flexibility and consistency in meeting the highly qualified teacher criteria as defined in the No Child Left Behind Act of 2001 through a High, Objective, Uniform State Standard of Evaluation (HOUSSE) as defined by the Florida Department of Education.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Adopted: 5/13/08

3.11 CHANGE OF NAME AND ADDRESS

Any employee who changes his or her name shall send the proper application immediately to the certification section of the department of education for the required changes on the certificate. The employee shall also make proper application for name change on the social security card. The employee will be expected to use his or her legal name in dealing with the School Board and other professional agencies; but, in the event of a change in name, the new name shall not be used until the certificate and social security card are changed and recorded in the personnel office.

The employee shall keep the personnel department informed as to his or her current address. A notice of change in address shall be provided to the personnel records specialist within two (2) weeks of the change.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1001.41(2) F.S.
 Amended: 11/8/83, 12/8/98, 10/14/03, 5/13/08

3.12 PRIVATE INSTRUCTIONAL AND TUTORING

A person offering private instruction for personal gain shall not use the school buildings or property for such purposes except on approval of the Superintendent or designee, and in accordance with the District's Administrative Procedures for Use of District Property, Facilities, and Equipment. Private tutoring shall comply with statutes. Any instructional personnel of the School District shall comply with the, then, current applicable rules and law regulating the tutoring of an individual's own student. Otherwise, this policy shall apply to all persons including instructional personnel, subject to policy 2.08 as it applies to personnel of the School District.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1012.22, F.S.
 Amended: 11/8/83, 10/14/03, 5/13/08

3.13 YEAR OF SERVICE DEFINED

- A. The minimum time which may be recognized as a year of service for professional service contract purposes shall be full-time actual service rendered under contract for more than one-half the number of total days required for the normal contractual periods of service for the position. In determining such service, sick leave for which the employee received compensation shall be counted, but all other types of leave including personal and emergency leave chargeable to sick leave and holidays shall be excluded. The contractual period of service required for the position shall be 196 days or longer. Any absence from duty shall be covered by leave duly authorized and granted and any absence from duty without leave shall cancel the employee's claim to a year of service.
- B. Any claim to a year of service for salary purposes shall be the equivalent of the service required for professional service. However, Florida service rendered in more than one District during the same fiscal year beyond the ten months period for ten months contractual personnel, may be combined to obtain a year of service for salary purposes but not for professional service contract purposes.

Any experience used for salary placement prior to 1-1-99 will be recognized for years of District service.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1000.21, 1001.32, F.S.
 Amended: 11/8/83, 12/8/98, 10/14/03, 5/13/08

3.14 CONTRACTS FOR INSTRUCTIONAL PERSONNEL

- A. Any person employed as a member of the instructional staff, a supervisor, or a principal shall be provided contractual status pursuant to section 1012.33, F.S.
- B. Any person who has held a continuing/professional services contract in Indian River County and has not been under contract during the previous two years may be recommended by the Superintendent for continuing/professional services contract. Any person who has held a continuing/professional services contract in any other Florida School District and who subsequently has rendered one year of satisfactory service in this county may be recommended by the Superintendent or designee for continuing/professional services contract status. All such persons must meet all other requirements of the law.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1011.60, 1012.33 F.S.
 Amended: 6/12/84, 12/8/98, 10/14/03, 5/13/08

3.15 RESIGNATIONS

Any employee who desires to resign shall submit his resignation in writing addressed to the personnel office. The letter of resignation shall state the reason for the resignation and the desired effective date. The resignation shall be sent to the Superintendent for presentation to the School Board. No resignation shall become effective until accepted by the School Board.

- A. The resignation of a member of the instructional or administrative staff will be accepted during the contractual period of service, provided that an acceptable reason is given and a qualified and satisfactory replacement is available.
- B. All resignations shall be processed through the personnel office.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1012.33(2) F.S.
 Amended: 2/24/87, 12/8/98, 10/14/03, 5/13/08

3.16 TRANSFERS

A transfer of a member of the administrative or instructional staff from the school to which he/she is assigned to another school or position shall be made only on the recommendation of the Superintendent and approval of the School Board. In case of an emergency, the Superintendent may transfer a person subject to the subsequent approval of the School Board. Transfer of teachers will be accomplished pursuant to provisions set forth in the negotiated contract.

- A. Any request for a transfer shall be made in writing and shall explicitly state the reason for the desired transfer. The Superintendent shall investigate carefully any request for a transfer.
- B. No transfer of an employee may be made without a favorable recommendation from the Superintendent to the School Board.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1012.22(5)(e), 1012.27(4), F.S.
 Amended: 11/8/83, 12/8/98, 10/14/03, 5/13/08

3.17 SUSPENSIONS AND DISMISSALS

No member of the administrative or instructional staff may be suspended from duty except by the Superintendent or the School Board. The Superintendent may suspend, with pay, a member of the administrative or instructional staff for cause, and during an emergency for a period extending to and including the next meeting of the School Board, at which time the Superintendent may

recommend to the School Board that the Board suspend the employee without pay or terminate the employee in accordance with the recommendation of the Superintendent.

- A. The Superintendent shall notify the employee in writing of his suspension giving the reason or reasons and the date of the next meeting of the School Board. The Superintendent shall notify the School Board immediately of any suspension made by him.
 - 1. No member of the administrative or instructional staff may be dismissed except by action of the School Board.
 - 2. Any suspension or dismissal shall be made as prescribed by law, including the requirements stated in section 120.569, Florida Statutes, and the hearing procedures set out in section 1012.33, Florida Statutes.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1012.22(5)(f), 1012.27(5), 1012.33, F.S.
 Amended: 11/8/83, 12/8/98, 10/14/03, 5/13/08

3.18 INSERVICE TRAINING

There shall be a program of inservice training for principals, supervisors, and members of the instructional staff. Each employee shall avail him/herself of the opportunity to attend and participate in professional learning to keep abreast of current developments in his/her subject area by attending inservice activities and programs.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1001.42(4)(1), 1010.48, F.S.
 Amended: 11/8/83, 10/14/03, 5/13/08

3.19 CONFERENCE AND PLANNING DAYS

- A. During the school year there shall be 180 days of instruction for pupils and not less than sixteen additional days for preschool, post-school, and planning days. The distribution of days between preschool and planning days shall be as established on the school calendar.
- B. All members of the administrative and instructional staffs are required to attend all preschool, post-school, and planning days.
- C. Any employee not attending such sessions, without authorized leave, may have his contract terminated as provided by law and shall have his salary reduced according to the number of days of service required under his/her contract.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1012.53, 1012.67, F.S.
 Amended: 11/8/83, 10/14/03, 5/13/08

3.20 LEAVE OF ABSENCE

A leave of absence is permission granted by the School Board or allowed under its adopted rules for an employee to be absent from duty for a specified period of time with the right to return to employment on the expiration of leave unless the contract has expired. Any absence of an employee from duty shall be covered by leave duly authorized and granted. Leave shall be officially granted in advance and shall be used for the purpose or purposes set forth in the leave application. Any request that leave be granted retroactively will be denied. Leave for sickness or other emergencies may be deemed to be granted in advance. No leave, except military leave, will be granted for a period in excess of one year. Leave may be with or without pay as provided by law, regulations of the state Board, and these regulations.

- A. Any absence from duty without leave will break continuity of service for continuing/professional service contract purposes.

- B. For any absence that is without compensation, the deduction for each absence shall be determined by dividing the annual contract salary by the number of days for the contract period.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.

Implemented: 1012.53, 1012.66, F.S.

Amended: 11/8/83, 12/8/98, 10/14/03, 5/13/08

3.21 NEPOTISM – (POLICY STATEMENT)

It is the policy of the School Board of Indian River County, Florida, (the "School Board") that an applicant for any position within the School District of Indian River County, (the "School District"), and any employee of the School District seeking promotion or transfer shall be considered solely on the basis of respective qualifications for such a position, regardless of whether the applicant or employee is or is not related by blood or marriage to any member of the School Board or to any employee of the School District, except as otherwise provided herein. No employee shall participate in any personnel action, including recommendation for appointment, employment, promotion, or advancement, or evaluation concerning an applicant or employee to whom he/she is related. No employee may directly or indirectly supervise or be directly or indirectly supervised by an employee to whom that person is related.

Whenever one relative is promoted or transferred to a position that would result in a violation of this policy, the conflict shall be resolved by transferring one of the related employees to another position. The employee who is transferred shall be designated by the Superintendent and must meet all established qualifications for the position to which transferred. In the case of instructional personnel, the employee must be certified in the area of assigned instructional duties.

This policy shall not, except as provided herein, be interpreted to prohibit the employment of relatives of School Board members or relatives of any employee of the School District. Neither shall the policy be interpreted to apply to students in officially sponsored educational work-study programs. This policy shall not be interpreted to prohibit the employment of related employees in the same cost center provided that neither is directly or indirectly supervised by the other.

A. Definitions:

1. The terms "related" or "relative" shall refer to the following relationships: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, or persons who reside at the same residence.
2. The term "directly supervise" shall relate to those situations in which one person at the School District is directly responsible to another.
3. The term "indirectly supervise" shall relate to those situations in which a person does not directly supervise an employee but is in the direct chain of command between the immediate supervisor of the employee and the Superintendent. The prohibition of indirect supervision shall not apply to positions requiring instructional certification.
4. The term "recommendation for employment, promotion, advancement or dismissal" shall apply to those situations in which an individual has responsibility for making advisory recommendations to the Superintendent; such term shall not apply to employee nominations or dismissal recommendations of the Superintendent of the School District.
5. The term "evaluation" shall apply to those situations in which an individual is assigned responsibility for preparing the annual evaluation of an employee or is requested to participate in the formulation of such evaluation.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 112.3135, 120.52, 120.54, 231.001, 230.22(2), 230.23(5), F.S.
 Adopted: 5/13/08

3.22 NOTIFICATION OF ABSENCE

- A. Prior to the close of the preschool conference, the principal shall submit to the Superintendent for his approval the name of one member of his staff and one alternate who would assume responsibility for the school in the principal's absence.
- B. Any teacher or supervisor who expects to be absent from duty for any cause shall notify the principal and the substitute center the day before such absence, when possible; but in no circumstance, no later than one hour prior to the opening of school except in an emergency where prior notification is NOT possible. In the event of an emergency the principal or supervisor shall be notified as soon as possible.
- C. The notice of absence shall always be in advance of the absence except in cases of emergency.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1012.67, 1012.65, F.S.
 Amended: 11/8/83, 12/8/98, 10/14/03, 5/13/08

3.23 LEAVE APPLICATION

An application for leave shall be in writing and on the form prescribed by the School Board and shall be directed to the School Board. Any application of a teacher shall be submitted to the principal for acknowledgment and shall then be forwarded to the Superintendent for submission to the School Board except where authority is granted otherwise for the approval of leave. The principal, supervisor, or other person under the direct supervision of the Superintendent shall submit any leave application directly to the Superintendent. Leave granted for a school year or for the remaining part thereof will expire at the end of the school year or the school fiscal year for which such leave is granted. An employee having leave for the year or for the remaining part thereof who plans to return to duty the next school year shall notify the Superintendent in writing by March 1 and shall send a copy of such notice to the principal of the school from which the employee took leave.

- A. Leave shall be used for the purpose or purposes set forth in the leave application. An employee who violates the terms of the leave application without filing and having approved an amendment to the leave application to allow the new conditions shall have his/her leave terminated and shall be subject to termination of his/her contract.
- B. A record of all leaves shall be maintained in his/her personnel file.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1012.66, F.S.
 Amended: 11/8/83, 12/8/98, 10/14/03, 5/13/08

3.24 APPROVAL OF LEAVES

- A. The following types of leave shall require direct approval of the School Board;
 - 1. Illness-in-line-of-duty leave
 - 2. Sabbatical leave
 - 3. Any leave which will be for a period covering a full year of contractual service
 - 4. Military leave for voluntary military service
 - 5. Family leave up to twelve (12) weeks
 - 6. Medical Leave (extended)
- B. The Superintendent shall approve all other leaves in accordance with law and the duly adopted rules relating to leaves.

- C. The principal or the employees' immediate supervisor is authorized to grant leave under the following conditions:
1. Where an emergency exists or a good and justifiable reason is given, the principal or the immediate supervisor may grant leave to a staff member under his/her supervision for a period not to exceed one hour; provided that any such absence on a regular or frequently recurring basis must be approved by the School Board.
 2. The principal or immediate supervisor shall keep on file in his office a written record of the leave request bearing written evidence or his approval. Evidence of abuse of this rule by granting of improper leave shall be grounds for dismissal of the principal or immediate supervisor from employment.
 3. Such leave shall not be charged against sick leave credit and shall not result in a pay reduction.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1012.66, 1012.65, F.S.
 Amended: 11/8/83, 12/8/98, 10/14/03, 5/13/08

3.25 ABSENCE WITHOUT LEAVE

Any member of the instructional or administrative staff who is willfully absent from duty without leave shall interrupt continuity of contract purposes and shall forfeit compensation for the time of the absence and his contract shall be subject to cancellation.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1012.67, 1012.65, F.S.
 Amended: 11/8/83, 12/8/98, 10/14/03, 5/13/08

3.26 SICK LEAVE

Sick leave shall be granted and filed according to the provisions outlined in Chapter 1012.61, F.S.

- A. A false claim for sick leave shall be deemed cause of cancellation of the contract and for action seeking the revocation of his/her certificate.
- B. Any employee who is absent because of sick leave for more than five (5) consecutive days should file with the personnel office a written certificate of illness from a licensed physician or other supporting evidence where personal illness is not involved.
- C. The Superintendent may require an employee on sick leave to submit medical certification of ability to resume work prior to authorizing the same to occur.
- D. Any employee 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 clearly state that the leave is without compensation.
 1. 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 needed leave.
- E. When a member of the instructional/administrative staff employed in the Indian River County School District interrupts service and subsequently returns to duty in the District without having transferred and used his/her accrued sick leave credit in another Florida School District, such accrued sick leave credit shall become valid on the first day of contractual service.
 1. Where a member of the instructional and administrative staff retires and receives terminal pay based on unused sick leave, all remaining sick leave credit shall become invalid.

- F. A District employee may authorize his or her spouse, child, parent, or sibling who is also a District employee to use sick leave that has accrued to the authorizing employee. In developing this policy, the District School Board provides that the recipient may not use the donated sick leave until all of his or her sick leave has been depleted, excluding sick leave from a sick leave pool, if the recipient participates in a sick leave pool. Donated sick leave under this paragraph shall have no terminal value as provided in Florida Statute 231.40(3).

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1012.66, 1012.61, F.S.
 Amended: 4/23/85, 12/8/98, 5/14/02, 10/14/03, 5/13/08

3.27 INSTRUCTIONAL PERSONNEL SICK LEAVE BANK

- A. Membership - A full-time instructional employee having been employed by the School District of Indian River County for at least one (1) year and having at least six (6) days of accrued sick leave as of the date of application for membership may enroll in the sick leave bank by voluntarily contributing two (2) sick leave days to the bank during the established registration period. Initial enrollment in the sick leave bank will take place during the month of November. Employees will not be required to contribute more than one (1) sick leave day during any additional contribution period. Sick leave days donated to the bank by employees will not be returned to employees except as hereafter provided.
- B. Establishment and Duration. A sick leave bank will continue to maintain at least two hundred and fifty (250) days and will remain in existence unless the bank is discontinued for other reasons including exhaustion of assets.
- C. Administration and Governance.
1. The sick leave bank will be administered through the risk management office. Interested and/or participating employees may obtain forms from the risk management office.
 2. An overview committee consisting of two representatives appointed by the Superintendent, two representatives appointed by the Indian River County Education Association, and one representative jointly appointed shall be formed to administer the sick leave bank. Administration of the bank shall include approval of each request for leave and investigation of any alleged abuse. The overview committee's determination is not subject to grievance and arbitration.
- D. Benefits. In the event of catastrophic illness of a participating employee, causing him/her to be absent from work for an extended period of time, the employee may receive paid leave as follows:
1. All accumulated sick leave of the employee must first be expended, followed by an unpaid leave of three (3) continuous workdays.
 2. Any sick leave drawn from the bank by a participating employee must be used for said employee's personal illness, accident, or injury.
 3. Application for use of the sick leave bank must be made to the overview committee. All applications shall be processed through the risk management office. Applications shall include:
 - (a) A doctor's statement certifying the illness and the necessity for the protracted leave.
 - (b) A doctor's release statement will be necessary before the employee is allowed to return to work.
 - (c) Certification by the employee of the date on which all sick leaves will be exhausted and the date on which the sick leave bank is to be used.
 4. A maximum of sixty (60) paid working days may be received by an employee in a school year.
- E. Bank Replenishment. After the bank is established, each participating member shall contribute one (1) additional day each time the bank drops to a balance of 124 days. When it becomes necessary to replenish the bank, the contributions shall be equally required of all employees participating.

- F. Bank Dissolution. In the event the sick leave bank is terminated, all unclaimed sick leave days will be returned to participating members where possible. Return of days will be accomplished equally to those members who have not utilized sick bank leave withdrawal.
- G. Withdrawal of Participation. A participating employee who chooses to withdraw from participation in the sick leave bank shall not be eligible to withdraw any sick leave already contributed.
- H. Participation Abuse. If an employee is found to have abused the use of the sick leave bank, the employee shall repay (in days or dollars, i.e., member's daily rate of pay) all of the sick leave credit drawn from the bank and be subject to such other disciplinary actions as determined by the district School Board through appropriate established procedures.
- I. Hold Harmless. The Indian River County Education Association, its officers, agents, and members of the bargaining unit will hold harmless the School Board, its officers, and agents for the cost and results of any action which may be brought by any of its members, group, or group members of the bargaining unit, agencies of law, with respect to the establishment, administration, or expenditure of the assets of the sick leave bank.
- J. The terms of the collective bargaining agreement control to the extent applicable.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.42(17), 1001.43, 1001.49, 1001.51, F.S.
 Implemented: 1012.61 F.S.
 Adopted: 12/17/91
 Amended: 5/10/94, 5/12/98, 10/14/03, 5/13/08

3.28 ILLNESS-IN-LINE-OF-DUTY LEAVE

- A. An administrator, supervisor, or member of the instructional staff shall be entitled to illness-in-line-of duty leave pursuant to Chapter 1012.66, F.S.
- B. Workers' Compensation leave will be administered pursuant to Chapter 440 F.S. by the District's carrier or servicing agent.
 - 1. The period of leave shall be determined by the authorized treating physician. No medical or annual leave will be charged to employees on workers compensation leave. The employee shall provide his/her immediate supervisor with any medical statements resulting from treatment immediately, or as soon as practical following treatment.
 - 2. Except in emergency situations, the employee is expected to report the injury to his/her supervisor immediately and complete the first notice of injury form. If medical attention is necessary, not requiring emergency transportation, the employee will take a copy of the form to the authorized treating physician or provider.
 - 3. After treatment the employee shall return to work unless instructed by the authorized treating physician in writing to do otherwise. As soon as the employee is released to return to work by the authorized treating physician, he/she shall notify his/her supervisor and return to duty. If work restrictions are placed on the employee by the authorized treating physician, the employee will be eligible for the Temporary Modified Duty Program.
 - 4. After 180 days of workers' compensation leave, the District will review the position.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1012.67, F.S.
 Amended: 4/23/85, 12/8/98, 10/14/03, 5/13/08

3.29 PERSONAL LEAVE

Any member of the administrative or instructional staff desiring personal leave shall make written application for such leave through the personnel department. The employee shall not be entitled to compensation while on personal leave except as provided in subsection C. of this rule. Personal leave will be granted at the discretion of the School Board. Authority to approve such leave shall be vested in the School Board except as provided in Section 3.22 of these regulations.

- A. Leave for political campaign. An employee who desires personal leave to seek election to office shall file an application for such leave. The School Board will grant such personal leave for the duration of the political campaign.
- B. Personal leave for other reasons. An employee desiring personal leave for any other reason shall file a written application setting forth the reasons and the purpose of the requested leave. The Board or the Superintendent will consider the application on its merits; and, in arriving at a decision, will consider the best interests of the employee and the general welfare of the school system.
- C. General Leave For Any Member. Five days of personal leave, with pay, will be allowed for any member of the administrative or instructional staff each school year; provided that such days shall be charged only to accrued sick leave; provided further that personal leave days shall not be cumulative and may not be counted in determining a year of service. The employee shall make every effort to keep such claims to a minimum. Such leave shall be subject to the approval of the Superintendent or his/her designee.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.

Implemented: 1012.66, 1012.66, FS.

Amended: 12/8/98, 10/14/03, 5/13/08

3.30 FAMILY AND MEDICAL LEAVERetaliation Prohibited

- A. This policy is intended to comply with the Family and Medical Leave Act ("FMLA") and its amendments and regulations. The District expressly prohibits any employee, manager, or administrator from interfering, restraining, or denying FMLA leave to any eligible employee. The District also prohibits any form of discrimination or retaliation against any employee for exercising his or her rights under the FMLA; or for filing a charge, cooperating in an investigation, or testifying in a proceeding involving an FMLA matter.

Medical Leave

- B. Employees may be eligible for leave if they have been employed for at least 12 months and worked at least 1,250 hours during the 12-month period immediately preceding the request for leave. Employees who qualify for leave are entitled for up to 12 work weeks of unpaid leave during a 12-month period. The 12-month period used to determine eligibility is calculated backward from the date the leave commences. For example, a person starting leave on March 1, 2009, would be allowed 12 weeks of leave for the 12-month period counting back from March 1, 2009, to March 1, 2008.

Reasons for Leave

- C. Employees may take leave for any of the following reasons:
 1. An employee's serious health condition that renders the employee unable to perform the functions of his or her job. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital or medical facility or continuing treatment by a health care provider.
 2. to care for an immediate family member with a serious health condition, an immediate family member may be a spouse or parent; or a son or daughter under age 18 who is unable to care for himself or herself due to a mental or physical disability
 3. the birth and care of a newborn child of the employee

4. The adoption or placement of a child of the employee for adoption or foster care. Leave in connection with the birth or placement of a child must be taken within one year of the birth, adoption, or placement.

Notice Required

- D. The employee should notify the School District, in writing, 30-days before the date the leave is scheduled to begin, if the leave is foreseeable. Foreseeable leave includes planned medical treatment or the expected birth or placement of a child. If 30-days notice is not reasonable, the employee must provide written notice as soon as is practicable. Situations where notice may not be practicable include a medical emergency, medical treatment scheduled to occur in less than 30 days, or the birth and placement of a child that will occur in less than 30 days. Written notices of intent to take FMLA leave should be sent to the Assistant Superintendent for the Division of Human Resources and to the employee's department head. The written notice must provide sufficient information for the School District to reasonably determine whether the request is covered by the FMLA. Failure to provide timely notice may result in the leave being delayed or denied. If medical leave is foreseeable because of planned medical treatment, employees must make a reasonable effort to schedule the treatment in a manner that does not disrupt the School District's operations.

Medical Certification

- E. Employees who request a medical leave must present a medical certification from a health care provider before leave can be approved. The certification must contain the following information:
 1. the date when the serious health condition began
 2. how long the condition is expected to last
 3. appropriate medical facts about the condition
 4. If the certification is for an employee's serious health condition, it must state whether the employee can perform the functions of his or her job. The specific job duties will be determined by the School District, which will furnish the health care provider with a job description. The health care provider must specify the job functions the employee is unable to perform and the likely duration of such inability.
 5. If the leave is for the serious health condition of a family member, the health care provider must state that the employee is needed to care for the family member and estimate the amount of time the family member will require such care.
 6. If the request is for intermittent or reduced leave, the medical provider must include a statement of the medical necessity for intermittent or reduced leave, and the expected duration of such leave to care for the serious health condition of the employee or family member.

Failure to comply with these requirements may result in the delay or denial of requested leave.

The School District may require that a second medical opinion be obtained to certify a serious medical condition. The School District will designate the provider and pay for the second opinion. If the first and second medical opinions conflict, the School District may require a third opinion from a health care provider agreed upon by the employee and the School District. The third opinion, which will be paid for by the School District, shall be final and binding on the School District and the employee.

The employee, while on leave, is required to verify periodically that the serious medical condition still exists. Employees are required to report to their department head every two weeks to verify their condition or the condition of their family member, and when they expect to return to work. Employees, at their expense, must contact their medical provider as needed to provide information about their medical condition. Before returning to work from approved

leave, employees must contact the Assistant Superintendent for the Division of Human Resources.

An employee returning from leave for a serious health condition must present a certification from a medical provider stating that the employee is fit to return to work. Failure to provide a fitness-for-duty letter could delay the employee's return to work.

Husband and Wife Both Employed By School District

F. A husband and wife who work for the School District, and who are both eligible for FMLA leave are limited to a combined total of 12 weeks of FMLA leave during any 12-month period for the birth or adoption of their child or to care for a parent with a serious health condition. Each employee, however, is entitled to the full 12 weeks of FMLA leave during a 12-month period to care for a spouse, son, or daughter with a serious health condition.

Returning Employee

G. Every effort will be made to restore an employee returning from leave to the same position held when the leave began or to a position equivalent in pay, benefits, and other terms and conditions of employment. However, such determinations will take into account established School Board policies and practices, and the requirements of any applicable collective bargaining agreements. Returning employees will not lose any accrued seniority or employment benefits.

Employees will maintain their benefits during approved leave, but are obligated to continue to make any premium payments for medical insurance or other benefits that were paid prior to the leave. If an employee does not return to work for a period of 30-calendar days or more following FMLA leave, the employee is responsible for reimbursing the School District for group health insurance premiums paid on his or her behalf during the leave. If the failure to return to work is due to the continuation, recurrence, or onset of a serious health condition of the employee or of the employee's family member, or to other circumstances beyond the employee's control, the employee will not be responsible for reimbursing the School District for the group health insurance premiums paid. The School District may require the employee to provide a certification from a health care provider that the employee is unable to return to work after the leave has expired due to a serious health condition.

Paid Leave

H. Employees are required to use paid vacation and personal days concurrently with any FMLA leave. The vacation and personal days will be taken at the same time as FMLA leave and will count toward the 12 weeks allowed by the FMLA. For example, an employee taking a 12-week leave, who has two weeks paid vacation, would take 2-weeks of paid vacation and 10-weeks of unpaid leave.

Intermittent or Reduced Leave

I. Medical leave may be taken on an intermittent or reduced leave schedule when medically necessary. A reduced leave schedule is one that reduces the employee's usual number of hours per work week or work day. The School District reserves the right to transfer an employee during the period of intermittent or reduced leave to an available alternative position for which the employee is qualified with equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position. The District also reserves the right to require instructional employees taking intermittent leave for their own or family members' foreseeable serious health conditions, that would result in leave for more than 20 percent of the total number of working days in a leave period, to either take leave for periods of specific duration, or to transfer temporarily to a position with equivalent pay and benefits that accommodates the recurring periods of leave better than the employee's regular position.

Military Leave

- J. Employees are entitled to unpaid leave for up to 26 work weeks in a 12-month period to care for a family member in the military who incurred a serious injury or illness while on active duty or for other events specified in the Act. A serious illness is an injury or illness incurred by the service member in the line of duty that renders the service member medically unfit to perform his or her military duties. The service member must be the employee's spouse, son, daughter, parent, or next of kin. Next of kin is defined as the employee's nearest blood relative. The covered service member must be a member of the Armed Forces, National Guard, or Reserves. The service member must be undergoing medical treatment, recuperation, or therapy; be in outpatient status; or have been placed on the military's temporary retired list due to a serious injury or illness.

The service member may be on active duty or may have been notified of an impending call or order to active duty to support a military operation. Employees are eligible for leave if an immediate family member in military service is involved in a "qualifying exigency," arising from the service member's active duty. Qualifying exigencies are defined as (a) short-notice deployments; (b) military events and related activities regarding a call for active duty by the military, military service organizations or the American Red Cross; (c) arranging childcare and school activities, financial, or legal arrangements; or counseling necessitated by the family members call to active duty; (d) spending time with a service member who is on a short-term rest and recuperation leave during the period of deployment; (e) attending post-deployment activities sponsored by the military; (f) arranging for recovery and funeral services of a deceased family member in the military; or (g) any other activities arising out of the covered service member's call to active duty that the School District and the employee agree qualify as exigencies, provided the School District and employee agree on the duration and timing of the leave.

FMLA leaves related to short-notice deployments are limited to a duration of seven days from the date notification is received. FMLA leaves to spend time with a covered service member who is on rest and recuperation from deployment are limited to five days.

When leave due to the active duty of a family member is foreseeable because the family member is on active duty or has been noticed to active duty in support of a military operation, the employee must provide reasonable notice to the employer. The School District may require an employee to provide reasonable documentation of the relationship to the service member. Employees who request FMLA leave due to a qualifying exigency arising from a covered service member being called to active duty must also submit documents evidencing the need for the leave, such as military orders or documents of counseling appointments. Failure to comply with this requirement may result in the delay or denial of FMLA leave.

A husband and wife who both work for the School District and are eligible for FMLA military leave as allowed in this section of the policy may take a combined total of 26 work weeks during a 12-month period to care for a covered service member. However, if leave taken by the husband and wife includes leave not covered by the service member provision, then the standard 12-week entitlement applies to the leave not covered by the military provision.

Authority: 29 U.S.C. § 2601 *et seq.*, Fla. Stats. §§ 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43 F.S.

Implemented: 1012.66 F.S.

Amended: 11/8/83, 12/8/98, 10/14/03, 5/13/08, 12/8/2009

3.31 MILITARY LEAVE

The School District proudly supports its employees who serve in the National Guard or in the reserve component of the Armed Forces of the United States. Military leave will be granted to an employee pursuant to provisions outlined in Florida Statutes section 1012.66, as well as Florida Statutes sections 115.07, 115.09, and 115.14 that allow the protection of civilian pay, benefits, and position during the time that the employee is called to active service of the Armed Forces.

- A. Any employee who is a member of the National Guard or any reserve component of the Armed Forces of the United States who is ordered by appropriate authorities to attend a prescribed training program shall be granted leave and shall be paid the first 17 working days of such training in accordance with section 115.07, Florida Statutes. Leave with pay shall not be granted to an employee who voluntarily extends his or her training time or who is required to serve additional training time due to excessive absences from prior training periods.
- B. Reservists or National Guard Members called for active duty will be granted leave in accordance with section 115.14, Florida Statutes, and will be reinstated in accordance with the requirements of the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). In accordance with section 115.14, Florida Statutes, the first 30 days of active duty service will be with full pay. After the initial 30 days, those on active duty will receive the necessary compensation to fill the gap between their military base pay (exclusive of allowances for quarters, rations, variable housing allowances, or other special pay), and their civilian pay for a period not to exceed one (1) calendar year. During the leave, employees will accrue leave benefits, experience credit, and will be considered an active employee for the purpose of all benefits including group health insurance.
- C. Employees who request military leave under this policy must present their department head and the Human Resources Department with a copy of the appropriate military orders as soon as possible, but in no less than two weeks prior to the date of their scheduled departure. Employees notified of active duty status on an emergency basis must provide as much notice as possible and a copy of the appropriate military orders to their department head and the Human Resource Department.

This rule shall become effective March 1, 2003.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.

Implemented: 1012.66, 115.07, 115.09, and 115.14 F.S.

Amended: 11/8/83, 12/8/98, 5/13/03, 10/14/03, 5/13/08

3.32 VACATION LEAVE

- A. A member of the administrative or instructional staff who is employed on a twelve-month basis shall accrue vacation leave, exclusive of holidays, with compensation as follows:
 1. An employee with less than five years of continuous service in the District at the rate of one day per month, cumulative to twelve work days per year.
 2. An employee with five or more, but less than ten years of continuous service in the District, will accrue at the rate of one and one-fourth days per month, cumulative to fifteen work days per year.
 3. An employee with ten or more years of continuous service in the District will accrue at the rate of one and one-half days per month, cumulative to eighteen work days per year.
 4. No vacation leave may be accrued by an employee who is not paid for at least twelve working days during any month.
 5. The term "continuous" shall mean an employee who has rendered uninterrupted service to the District School Board in a twelve-month contractual position.
- B. The maximum number of accumulated vacation hours, which an employee is permitted to accrue at the end of each calendar year shall be five hundred hours (500).
- C. Vacation leave may be granted by the Superintendent/designee upon the written application of the employee and with the prior approval of the employee's administrative supervisor.

Vacation leave shall be so scheduled as to cause a minimum disruption of the school program.

- D. Vacation leave shall not be granted until the employee has rendered at least six months acceptable service in the District.
- E. Vacation leave may not be granted for less than one-half day.
- F. Vacation leave will be charged against scheduled, working days only.
- G. Accrued vacation leave may be used for other types of leave with the approval of the Superintendent/designee.
- H. Payment for accrued annual leave to an employee of the Board upon termination of employment or upon retirement, or to the employee's beneficiary, and if service terminated by death shall be regulated by section (A) above. Employees hired after July 1, 1995, are limited to a total of 500 hours maximum payment.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1001.41(2), 1012.62, 1012.65, F.S.
 Amended: 6/8/93, 12/8/98, 10/14/03, 5/13/08

3.33 JURY DUTY

- A. In the event that an administrative or supervisory employee or a member of the instructional staff receives a summons for jury service, he or she shall notify their immediate supervisor within two (2) business days of receipt of the summons and provide a copy of the juror summons. In the event that more than one day of jury duty is required, additional supporting documentation from the courts will be required.
- B. Where an administrative or supervisory employee or a member of the instructional staff is chosen for jury service, he or she may seek reassignment to duty in a temporary position. If reassignment is approved, the employee will receive his or her regular pay for work performed in the temporary position. Salaried (exempt) employees should contact the human resources department for guidance on their compensation during periods of jury service.
- C. In the event that the School District is unable to make arrangements for the absence of an administrative or supervisory employee or a member of the instructional staff to serve as a juror due to operational necessity or other concerns, the School District, through the employee, may request that he or she be excused from service.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1001.32, F.S.
 Amended: 11/11/86, 12/8/98, 10/14/03, 5/13/08

3.34 WITNESS DUTY

Where a member of the administrative, supervisory, or instructional staff is under subpoena as a witness in connection with his official duties or in a court action in which he is not a party to the litigation, he may make application for temporary duty elsewhere. Any such leave application shall be reviewed by the employee's immediate supervisor, signed, and forwarded to the Superintendent. If the application is approved, he/she shall receive his/her regular salary but shall remit to the School Board by check the amount received in witness fees, less the amount allowed for travel. In the event that more than one day of witness duty is required, additional supporting documentation from the courts will be required. The Superintendent shall have authority to approve or disapprove the application.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1001.32, F.S.
 Amended: 11/8/83, 12/8/98, 10/14/03, 5/13/08

3.35 PROFESSIONAL LEAVE

Any request for absence from duty wherein the main purpose is to render service to the profession of teaching or professional advancement or improvement; and which is normally initiated by the teacher, supervisor, or administrator shall be classified as professional leave.

- A. Delegates representing Indian River County School District at state level professional educational organization meetings may be granted professional leave, with pay, and the School Board may, at its discretion, allow full or partial reimbursement.
 - 1. Officers of state and national professional educational organizations may be granted professional leave to attend to the duties of the office held.
- B. Extended professional leave.
 - 1. All instructional, supervisory, and administrative personnel who are on continuing or professional service contract, and who apply for and are granted an extended professional leave of absence must present to the School Board Office the following:
 - (a) A planned program of study for the year and evidence of completion of the program; or
 - (b) a summary of activities designed to contribute to the profession of teaching which will be pursued.
 - 2. A request for extended, professional leave shall be approved by the employee's immediate supervisor before being forwarded to the Superintendent for Board action if required.
- C. Preschool and post-school professional leave.
 - 1. An instructional employee under a ten-month contract may be granted professional leave during the preschool or post-school period or both to attend summer school. Permission will be granted to recognize up to 400 miles per day for travel time as part of the number of days requested including Saturdays and Sundays. In no case will professional leave be granted before the last day of school for students; however, personal leave will be allowed.
- D. A request for professional leave, except for the preschool and post-school periods, shall be submitted to the office of the assistant Superintendent for instruction at least five (5) days prior to the effective date of the leave and failure to do so may result in a loss of pay. If an employee cannot comply with provisions of this rule, his/her case will be handled on an individual basis by the assistant Superintendent for instruction.
- E. Charter School Language.

Employees of a School District may annually take leave to accept employment in a public charter school upon approval of the School Board. The employee may continue to be covered by the benefit programs of the District, if the public charter school and the Board agree to the arrangements and its financial reimbursement.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.

Implemented: 1002.32(12)(d), 1012.66, 1012.65, F.S.

Amended: 11/23/83, 12/8/98, 10/14/03, 5/13/08

3.36 SABBATICAL LEAVE

Sabbatical leave will be allowed only for full-time members of the instructional staff, principals, and instructional supervisors under the conditions provided herein.

- A. After each five (5) consecutive years of satisfactory service in the District, the employee may apply for a year's leave of absence for the purpose of professional improvement. Such leave will not break continuity of service but may not be counted as a year of service for any purposes. A year of service for continuing/professional service contract will be considered a year of service for the purpose of this rule.
- B. Sabbatical leave for one-half year may be granted, if the applicant, by formula, is eligible. Such applicant shall not be eligible for additional sabbatical leave until eligibility has been re-established by rendering five more years of consecutive and satisfactory service.
- C. Sabbatical leave will be granted to qualified applicants according to the following criteria:

1. The number of sabbatical leaves granted may not exceed one percent (1%) of the number of instructional and supervisory personnel employed during the prior year.
 2. For each year in excess of five, the employee shall accrue one point. Applicants shall be considered in the descending order of their accrued points.
 3. An applicant for subsequent sabbatical leave, after the first leave, shall not be considered until all other applicants for a lesser number of sabbatical leaves have been considered.
 4. In case applicants for sabbatical leave are tied in total points, selection shall be determined by the Superintendent or by a committee appointed by him/her for that specific purpose.
- D. An employee on sabbatical leave shall be paid fifty percent (50%) of his/her regular contract salary as an employee. If it is determined that the employee is violating the conditions of his/her leave, salary payment shall be discontinued and the employee shall repay all prior payments that were improperly received. Moreover, the leave shall be terminated forthwith.
- E. Sabbatical leave applications shall be filed with the Superintendent by not later than September 15 (for second semester leaves) and March 15 of the year preceding the requested sabbatical leave.
1. Sabbatical leave shall be interpreted to be extended professional leave in accordance with law and state Board of education regulations. Any applicant shall comply with the following requirements:
 - (a) Shall have been admitted to the graduate school of an accredited college or university.
 - (b) The major portion of the credits earned while on such leave must be at the graduate level.
 - (c) The work performed must lead towards a post-graduate degree.
 - (d) Shall be enrolled as a full-time, graduate student for the duration of the leave.
 - (e) The graduate work taken must be in the field in which the employee is presently serving, a position to which he may be assigned, or the major field of the applicant.
 - (f) Upon termination of the leave, proof that such graduate work has been completed shall be filed with the Superintendent.
 - (g) Insurance of personnel normally paid by the Board will continue to be paid by the Board while the sabbatical leave is in force. Any policies that have been paid by the employee may remain in force if the employee submits a payment by check in advance of each month or a deduction is made from the employee's paycheck.
 - (h) Nothing in this policy shall be interpreted to preclude the right to the Board to abolish position or positions during the time that a person is on leave. In the event the position is abolished, the person, upon return to duty, will be assigned to a substantially similar position within the School District.
 - (i) Any employee granted sabbatical leave shall agree in writing to render under contract three additional years of service in the Indian River County School System following the expiration of the leave. Failure to render such service shall require the employee to refund to the School Board any payment received while on such leave according to the following schedule:
 - (1) If no service is rendered, the full amount shall be refunded.
 - (2) If only one year of service is rendered, two-thirds of the amount will be refunded.
 - (3) If two years of service are rendered, one-third of the amount will be refunded.
 - (4) If the full three years of service are rendered, the employee shall have fulfilled his contract.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1012.66, 1012.64, F.S.
 Amended: 1/16/84, 12/8/98, 10/14/03, 5/13/08

3.37 TEMPORARY DUTY

A member of the instructional, supervisory, or administrative staff may be granted temporary duty, as provided in state regulations, when officially assigned short-term, professional duties outside the School District or as provided in Sections 3.26 and 3.28 of these regulations. Any employee granted temporary duty shall receive his regular pay and may be allowed expenses as provided by law and these regulations. The temporary duty shall be considered equal to the regular duties of the employee and shall not be classified or considered as being on leave.

- A. Except in case of an emergency, the request for temporary duty shall be submitted at least five days in advance and shall be endorsed by the employee's immediate supervisor and approved by the Superintendent/designee. The regular temporary duty form provided by the School Board shall be used.
- B. Any employee whose presence is requested by any division or department of the State Department of Education may be assigned temporary duty.
- C. The Superintendent may issue guidelines that specify additional conditions under which temporary duty may be requested, obtained or imposed by the District. These procedures, when issued, shall be in writing and shall be maintained by the Superintendent consistent with other District procedures, and shall be binding on the employees of the District. Notwithstanding, the Superintendent shall bargain such procedures to the extent the procedures alter the terms and conditions of employment with respect to members of bargaining units in the School District.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.

Implemented: 1001.41 (2), F.S.

Amended: 11/8/83, 12/8/98, 10/14/03, 5/13/08

3.38 TEMPORARY/MODIFIED DUTY

The Board provides workers' compensation benefits for its employees pursuant to Chapter 440, Florida Statutes. Workers' compensation indemnity benefits paid in combination with an employee's sick leave and/or vacation time shall not exceed the employee's salary. The Superintendent shall establish administrative procedures for the enforcement of this policy, including provisions for temporary modified duty, establishment of temporary light duty positions, and job reclassification for an employee who has sustained an injury-illness in the course and scope of employment. An employee who has been assigned a permanent impairment rating shall receive prime consideration for open established positions within the school system, provided the employee is qualified for the position. Any employee who has sustained a work-related injury or illness and who has been released by the authorized treating physician to return to work shall immediately advise the risk management department. All employees are expected to report to work on the day indicated by the authorized treating physician, subject to the appointment to a light duty position as determined by the Superintendent or designee.

Employees and their respective supervisors shall observe the following procedures when the employee is released for work:

- A. Employee Returning to Unrestricted Duties: Immediately following the employee's release by the authorized treating physician allowing him/her to perform full, unrestricted duties, the employee shall inform the risk management department and his/her immediate supervisor. The employee will report to work on the next scheduled workday.
- B. Employee Returning to Light Duty: The authorized treating physician states in writing that the injured/ill employee is able to return to work to perform light duty for a temporary period of an established position. The Superintendent shall determine the availability of a light duty position based on all information available and in the best interest of the School District
- C. If the authorized treating physician states, in writing, that the injured/ill employee is able to return to work to perform light duty for a temporary period, but cannot perform the duties of an established position, he/she shall be placed in any School Board approved temporary light

duty position, consistent with the injured employee's physical limitations. Any light duty position will be established and will be assigned in the discretion of the Superintendent or designee based on the available information and the best interest of the School District.

- D. Employee Receives a Permanent Impairment Rating:
 - 1. If the authorized treating physician states in writing that the injured/ill employee is entitled to a permanent impairment rating, the employee will be placed in a suitable, established position as soon as possible. The employee will be re-classified and paid in accordance with the new position at a rate of pay as close as possible to the average weekly wage the employee had been earning prior to his/her injury/illness.
 - 2. Employee Vocational Rehabilitation: If an injured/ill employee needs to be re-classified because of a significant impairment rating, but does not have the skills necessary for another established position, the risk management department may arrange for the employee to be retrained through courses and programs consistent with the needs specified by the personnel department. The personnel department will coordinate the courses with the appropriate instructors in order that placement of the employee may occur within the shortest period of time.
- E. It is the responsibility of the risk management department to advise the personnel department when an injured/ill employee is placed on either temporary, partial disability or wage loss benefit status as the result of a compensable accident/illness.
- F. It is the responsibility of the personnel office to advise the risk management department, on a monthly basis, of the progress being made to place any employee who has been released for either modified or full duty. Moreover, the personnel department will inform the injured/ill employee and the risk management department of available established positions and arrange appropriate placement.
- G. It is the employee's responsibility to obtain a temporary, partial wage loss form (DWC-3) and return it to the appropriate administrator to forward to the risk management department on a weekly basis, if the employee has returned to work for the Board, and if the employee is unable to earn pre-injury/illness wages.
- H. It is the employee's responsibility to obtain a temporary, partial wage loss benefit form and return it to the appropriate administrator to forward to the risk management department, on a monthly basis, if the employee has returned to work for the Board, and if the employee is unable to earn pre-injury/illness wages.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.42(17), 1001.43, 1001.49, 1001.51, F.S.
 Implemented: 440.12, 440.15 F.S.
 Adopted: 6/8/93
 Amended: 5/12/98, 10/14/03, 5/13/08

3.39 TERMINAL PAY BENEFITS

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

- A. Any person entitled to terminal pay benefits shall have been under contract to render services for the period immediately preceding resignation/retirement or death and shall not be under suspension from duty or have any charges pending which could result in dismissal from employment.
- B. Any person entitled to terminal pay benefits who has 10-12 years, but less than 13 years of creditable service shall be paid at fifty (50) percent of the accrued number of days in accordance with F.S. 1012.66.

- C. The employee must have provided ten (10) years service to the District immediately prior to retirement to be eligible for the terminal pay benefits.
- D. For any full-time employee included in the categories of administrative, professional technical, and confidential managerial terminal pay for sick leave shall be compensated at the daily rate of pay applicable at the time the sick leave was earned. For unused sick leave accumulated prior to July 1, 2004, terminal payment shall be compensated at the daily rate of pay at the time of termination. For purposes of calculating this compensation, sick leave used shall be deducted from the available balance beginning with July 1, 2004. Any leave accumulated prior to July 1, 2004, will be exhausted last.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 231.40; 231.38(1), F.S.
 Amended: 10/8/85, 12/8/98, 10/14/03, 5/13/08

3.40 PERSONNEL EVALUATION

The performance of each member of the administrative, supervisory, and instructional staff shall be assessed as provided herein.

- A. The assessment of a teacher shall be based on provisions outlined in the negotiated agreement.
- B. The Superintendent shall arrange for the evaluation of all principals, supervisors, and administrative personnel as required by law.
- C. A final evaluation shall be made when the employee leaves the school system.
- D. Prior to preparing the written report of the evaluation, the individual being evaluated shall be informed as to the criteria and the procedure to be used.
- E. The written report of the evaluation shall be reviewed with the employee and discussed with him by the person who made the evaluation.
- F. The evaluation of an employee shall be confidential until the end of the school year immediately following the school year in which the evaluation is made.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1012.34, F.S.
 Amended: 11/8/83, 10/14/03, 5/13/08

3.41 PUPIL SUPERVISION

Proper supervision of a pupil shall be provided while he/she is under the immediate control of the school to which he/she is assigned. Supervision of pupils shall be maintained on the school grounds, in classrooms, in pupil occupied areas in buildings, on field trips, during any extra-curricular activity, at school sponsored functions, and at any other school related and sponsored activity. Any member of the administrative, supervisory, or instructional staff who has responsibility for the supervision of pupils in the performance of his normal duties or who is assigned duty requiring the supervision of pupils who fails to provide such supervision by failing to report to duty or by leaving his post of duty, unless properly relieved, may be deemed guilty of neglect of duty unless absence was due to an emergency condition beyond the control of the employee. Any person charged with such neglect of duty shall be subject to suspension from duty and termination of his contract as provided by law. The principal shall develop procedures for carrying out this rule.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1003.31, 1006.09, 1003.32, F.S.
 Amended: 11/8/83, 12/8/98, 10/14/03, 5/13/08

3.42 SUBSTITUTE TEACHERS

- A. Qualifications. Any person, to qualify as a substitute teacher, must provide the following:
1. Verification of an associate or bachelor degree from an accredited college, university, or community college;
 2. an official transcript must be presented reflecting a Grade Point Average between 2.0 and 2.5;
 3. fingerprint clearance by Florida Department of Law Enforcement (FDLE) and Federal Bureau of Investigation (FBI); and
 4. pre-employment drug screening clearance
- B. Certification. When qualifications are met, a 5-year substitute teacher certificate will be issued.
- C. Records. Any teacher approved by the Superintendent as a substitute teacher shall have on file in the District Office the following:
1. teaching application;
 2. degree verification;
 3. an official transcript;
 4. personal data sheet;
 5. withholding authorization form;
 6. evidence of good health as prescribed in Section 2.25;
 7. duplicated copy of social security card;
 8. fingerprints;
 9. signed loyalty oath; and
 10. three (3) references.
- D. Salary. The substitute teachers' rates will be approved by the Indian River County School Board. An approved substitute teachers' salary is on file in personnel department.
- E. Fees. A reasonable fee will be charged for processing of application and fingerprints and is payable to Indian River County School Board.
- F. The personnel office shall assume responsibility for securing substitutes for all District Schools within the Indian River County School District.
- G. Priority for placement shall be given by the personnel office to substitute candidates suggested by the teacher with priority given to subject or area of certification. Sufficient notice shall be given by the teacher to allow contacting the qualified substitute candidates.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.

Implemented: 1012.35, 1012.56, F.S.

Amended: 10/9/90, 9/26/95, 12/8/98, 10/14/03, 5/13/08

3.43 PLANNING PERIODS

Where a teacher has a planning period, the time shall be used in activities relating to his or her school assignment. The planning period shall be considered a required part of the school day.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.

Implemented: 1001.42(4)(k), F.S.

Amended: 11/8/83, 10/14/03, 5/13/08

3.44 INSTRUCTIONAL TIME REQUIRED FOR PERSONNEL

The Superintendent shall recommend to the School Board the number of instructional minutes per day that the members of the instructional staff of a school shall render. Instructional time shall be net instructional time as defined under the Florida Education Finance Act.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 0001.49, 1001.42(17), 1001.43, F.S.

Implemented: 1001.42, F.S.

Amended: 11/8/83, 12/8/98, 10/14/03, 5/13/08

3.45 SALARY SCHEDULE AND TEACHING EXPERIENCE

- A. Each member of the administrative, supervisory, or instructional staff shall be paid in accordance with the salary schedule adopted by the School Board. A copy of the current salary schedule shall be available in the personnel office and the office of the principal of each school.
- B. All prior years of experience that have been filed up to the time of making the fourth payroll will be calculated in the current annual salary of the teacher as provided in the salary schedule.
- C. The procedures for determining teaching experience for salary purposes shall be as follows:
 - 1. In-county experience. All previous experience in Indian River County School District shall be continued upon re-employment. Commencing with the school year 1985-86 all teaching experience earned as a full time, full day, and under contract teacher for Indian River Community College shall be counted as in-county experience and shall be credited as such upon employment or re-employment. In-county experience shall be in addition to all other years allowed in accordance with this rule with the exception of Indian River County School District retired personnel.
 - 2. Florida experience. Up to and including ten years in the public school system shall be counted as experience for salary purposes under the salary schedule. Each year of service shall meet the criteria for a year of service as prescribed by law and Section 3.13 of these regulations.
 - 3. Out-of-state experience. Any member of the administrative, supervisory, or instructional staff shall be given credit for prior teaching experience outside of Florida to include the public schools, special state supported schools, state colleges and universities, state supported community colleges or junior colleges, and colleges supported by the Florida Government and the possessions of the United States not to exceed ten years.
 - 4. Military service. Military service not to exceed two years will only be allowed for salary purposes, provided the employee was engaged in teaching at the time he was called into military service and returned to duty upon termination of military duty. Credit will be allowed for a full year of service or for a fractional part of a year provided at least six months of service were rendered. Service shall be established from the date of active duty to the date of discharge or release from active duty. The term of service shall be verified by authentic military records and the discharge or release from active duty shall have been under honorable conditions.
 - 5. Nonteaching experience for vocational teachers. An instructional employee assigned to a teaching position in vocational education, which is state supported, will be allowed credit for verified years of nonteaching experience not to exceed ten (10) years. The nonteaching experience shall be directly related to the field of certification.
 - (a) Yearly increments will be prorated on the basis of class hours taught that is 100% for five classes, 80% for four classes, 60% for three classes, etc.
 - 6. Nonpublic school experience. Credit may be allowed for service rendered in a private school under the following conditions:
 - (a) The service must have been full time.
 - (b) Teaching experience will be recognized only when the teacher was certified by the state in which he taught and service was rendered in an accredited nonpublic school.

- (c) The teaching service was rendered in a government operated school for grades K-12.
 - (d) The service, actual teaching, was rendered in junior college or university.
 - (e) No credit for experience will be allowed for student teaching, teaching in a school operated for members of the armed forces, graduate assistant work, or for Bible school and assemblies.
 - (f) The term teaching experience shall include experience as an instructor, administrator, or supervisor.
7. No credit for teaching experience shall be allowed for substitute teaching unless the service was rendered under a contract and meets the requirements for a year of service as provided in section 3.07 of these regulations.
 8. Part-time teaching experience may not be counted in determining a year of service, unless the person renders service under contract in excess of one-half the days or hours required for the full-time contractual position.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 1011.60(4), 1000.01, 1001.42, F.S.
 Amended: 7/12/88, 12/8/98, 10/14/03, 5/13/08

3.46 RETIREMENT INCENTIVE

- A. An employee who is not a member of a bargaining unit and is eligible for retirement under an existing state retirement system shall have 15% (plus 1% for every 5 years of service with SDIRC) of the current annual salary, exclusive of supplements, provided that the employee:
 1. Retires within the first year eligible for retirement without penalty under one of the state retirement plans; and
 2. begins the necessary procedures for retirement through the District personnel office to effectuate retirement, and declares intent by January 15; with
 3. a resignation 60 days prior to the effective date of retirement.
- B. The employee must have provided at least ten (10) years of continuous service to the District and have reached the age of 62 or must have completed thirty (30) years of continuous service in the Florida Retirement System, ten years (10) of which must be in Indian River County to qualify; or
- C. employees who are not members of a bargaining unit and who have served at least twenty-five (25) continuous years in the Indian River County School System will also qualify.
- D. It shall be the responsibility of each employee to determine, through the Division of Retirement, his or her eligibility for retirement, to establish that he/she meets the requirements set forth for the collection of the retirement incentives. Once the employee has verified to the District personnel department that all requirements for retirement are met, verification of such retirement will be given the finance office so that a check for the retirement incentive may be issued.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented: 230.23(5)(d);
 Amended: 4/9/91, 12/8/98, 10/14/03, 5/13/08

3.47 CHARTER SCHOOL PROFESSIONAL LEAVE

Any member of the administrative or instructional staff desiring charter school professional leave, to teach in a public charter school within Indian River County, shall make written application for such leave through the personnel department. The employee shall not be entitled to compensation from the Indian River County School System while on charter school professional leave. Approval for such leave is at the discretion of the School Board.

- A. Term of Leave. The initial term of the charter school professional leave authorized by this section shall terminate on June 30 following commencement of the leave. An employee may have charter school leave for one school year or the remaining part of one school year. Such employee, who plans to return to duty the next year, shall notify the Superintendent in writing by March 1 and shall send a copy of such notice to the principal of the school from which the employee took leave.
 - B. Benefits. Employees who are approved for charter school professional leave shall have the opportunity, to the extent permitted by law and the District's insurance regulations, to continue insurance coverage and insurance programs offered to other administrative and instructional employees within the system. Either the charter school or the employee shall pay premiums for such insurance programs, in advance, on a monthly basis.
 - C. Credit for Service. If the employee applies to return to an administrative or instructional position within the Indian River County School System, credit for service for the purpose of determining years of experience on the salary schedule is applicable to the extent provided by Board rule and the Associations' Collective Bargaining Agreement.
- No other benefits or rights are extended or implied by this charter school professional leave. Upon completion of such leave, the employee may apply for any position for which he/she is qualified and certified.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
 Implemented:
 Adopted: 5/25/99
 Amended: 10/14/03, 5/13/08