



POLICY 3.155

5-A I recommend that the Board approve development of the proposed new Policy 3.155, entitled “Probationary Appointments for Instructional Personnel.”

[Contact: Mark Mitchell, PX 48911.]

Development

CONSENT ITEM

- This new Policy will identify instructional personnel who are subject to the 97-day probationary period provision as described in §1012.33(3)(a)4, Fla. Stat. and will describe procedures relating to termination during that probationary period. This policy applies to annual contract instructional personnel as defined in §1012.01(2), Fla. Stat. who are newly hired and those who are considered rehired following a break in employment.
- The Policy states when an initial annual contract for instructional personnel is warranted anytime an applicant is initially hired or rehired.
- The Policy provides that an “interim” contract, regardless of actual length of service, is not an “annual” contract.
- The Policy further states that if the provisions of a collective bargaining agreement conflict with this Policy, the provisions of the collective bargaining agreement will prevail.

POLICY 3.155

PROBATIONARY APPOINTMENTS FOR INSTRUCTIONAL PERSONNEL

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4 1. The purpose of this policy is to identify instructional personnel who are subject to
5 the 97- day probationary period provision as described in §1012.33(3)(a)4, Fla.
6 Stat. and to describe procedures relating to termination during that probationary
7 period. This policy applies to annual contract instructional personnel as defined in
8 §1012.01(2), Fla. Stat. who are newly hired and those who are considered rehired
9 due to a break in service as stated below in (3)(d) or (e).

- 10 2. Instructional personnel are governed by §1012.33(3)(a)4, Fla. Stat., which states:
11 “For any person newly employed as a member of the instructional staff after June
12 30, 1997, the initial annual contract shall include a 97-day probationary period
13 during which time the employee’s contract may be terminated without cause or the
14 employee may resign without breach of contract.”

- 15 3. The following criteria apply relating to these probationary appointments:
 - 16 a. All newly hired instructional personnel, defined as those who are first time
17 employees or those who have been rehired under the circumstances as stated
18 below in subparagraphs (3)(d) or (e), shall be offered an initial annual contract
19 which requires completion of a 97 contractual work day probationary period.

 - 20 b. For the purposes of this policy, an initial annual contract for instructional
21 personnel is warranted anytime an applicant is initially hired or rehired, as
22 stated below in subparagraphs (3)(d) or (e). Instructional personnel who have
23 not successfully completed a probationary period shall be required to complete
24 a full 97 contractual work day probationary period upon rehiring as
25 instructional personnel following a break in employment as stated within this
26 Policy.

 - 27 c. For the purposes of this policy, an “interim” contract, regardless of actual
28 length of service, is not an “annual” contract as described in Florida Statutes
29 §1012.33(3)(a)4. Successful completion of 97 work days of an interim contract
30 does not constitute successful completion of probationary period.

 - 31 d. Instructional personnel who have not completed a 97 contractual work day
32 probationary period of employment may be discharged without cause or the
33 employee may resign without breach of contract. Instructional personnel who
34 do not complete the 97 day-period are not eligible for reemployment by the
35 District for two full school semesters. For purposes of this policy a school year

36 is composed of two semesters. If such employee is rehired, he/she shall be
37 subject to an initial annual contract and a 97 contractual work day probationary
38 period.

39 e. Instructional personnel who move to administrative positions within the District
40 will be required to complete another probationary period, as set forth in School
41 Board Policy 3.14. Employees who move into a supervisor or school assistant
42 principal or principal position shall serve a 97-day contractual probationary
43 work day period.

44 4. The procedures relating to termination during the 97-day probationary period for
45 instructional personnel are set forth below:

46 a. Principals and department heads supervising instructional personnel should
47 provide support and assistance to assure success during the 97-day
48 probationary period. When a principal or department head is considering a
49 recommendation of termination of a contract for instructional personnel during
50 the 97-day probationary period, the principal or department head must adhere
51 to the following:

52 i. Seek assistance from his/her Area Superintendent and the Office of
53 Performance Standards, prior to making a final decision, to discuss
54 his/her concerns. Failure to contact either one of these offices may result
55 in the request not being processed.

56 ii. Meet with the employee, if possible, to notify him/her of the principal's or
57 department head's decision to recommend termination. The employee
58 may have a representative present at the time of the meeting.
59 Administration should emphasize to the employee that the decision is **not**
60 based on cause as §1012.33(3) (a) 4, Fla. Stat., states "without cause."
61 Therefore, **no** cause should be provided. The employee does have the
62 right to resign without breach of contract. Administration **cannot** offer the
63 employee resignation in lieu of termination. All documentation
64 (termination letter, PBS Form 1176,) for termination should be
65 completed for all 97 day transactions (termination/resignations). PBS
66 Form 1176 can be found on the District's website at:
67 <http://www.palmbeach.k12.fl.us/Records/FormsSearch.asp> and copies
68 are available in the Office of Performance Standards.

69 iii. If an administrator decides to terminate the employee, then the
70 administrator provides written notice to the employee indicating the
71 effective termination date, which shall be the last day the employee
72 worked. The letter should be signed as received by the employee or
73 witnessed by a third party (administrator or confidential secretary) that the
74 employee declined to sign. Once the employee has signed the

75 termination letter, that letter, along with PBSD Form 1176, must be
76 promptly forwarded/faxed to that principal's Area Superintendent or to
77 that department head's supervisor as well as to the Office of Performance
78 Standards.

79 iv. If the employee decides to resign during his/her probationary period, then
80 the employee submits a signed and dated PBSD 1176 and indicates
81 resignation by completing section 1 of the form, Voluntary Separation.
82 The resignation shall be submitted as soon as possible to the School
83 Board for approval.

84 b. The Time Task Calendar, located on the Division of Human Resources' web
85 page, and which can be found on the District's website at:
86 <http://www.palmbeach.k12.fl.us/jobs/>, will list the actual date of 97th day of
87 each current school year.

88 5. If the provisions of a collective bargaining agreement conflict with this Policy, the
89 provisions of the collective bargaining agreement will prevail.

90 STATUTORY AUTHORITY: Fla. Stat. §§ 1001.32(2); 1001.41(1) & (2); 1001.42(5) &
91 (23); 1001.43(1); 1012.33(3)(a)4; 1012.33(1)(b)

92 LAWS IMPLEMENTED: Fla. Stat. §§ 1012.33(3)(a)4; 1012.33(1)(b)

93 HISTORY: / 2008

Legal Signoff:

The Legal Department has reviewed proposed Policy 3.155 and finds it legally sufficient for development by the Board.

Attorney

Date
