



### **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, PBSD Form 1176,) for termination should be  
65 completed for all 97 day transactions (termination/resignations). PBSD  
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 97<sup>th</sup> 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.

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Attorney

Date