

By the Committee on Education Innovation and
Representatives Thrasher and Fasano

1 A bill to be entitled
2 An act relating to school district personnel;
3 amending s. 231.29, F.S.; revising performance
4 assessments of school district instructional
5 staff; requiring notice of unsatisfactory
6 performance; requiring corrective action;
7 providing for hearings; requiring development
8 of a mechanism for evaluation; amending s.
9 231.36, F.S.; revising contracts for school
10 district instructional staff; specifying a
11 probationary period; requiring performance
12 assessments; providing for dismissal; requiring
13 a probationary period for certain
14 administrative staff; restricting issuance of
15 professional service contracts after a certain
16 date; applying new performance assessment and
17 appeal procedures upon renewal of a
18 professional service contract; revising hearing
19 requirements; amending s. 231.3605, F.S.,
20 relating to educational support employees;
21 providing employment conditions; amending s.
22 229.775, F.S.; correcting cross references;
23 providing that this act supersedes local laws;
24 providing that certain persons may retain
25 rights; providing an effective date.

26
27 Be It Enacted by the Legislature of the State of Florida:

28
29 Section 1. Section 231.29, Florida Statutes, is
30 amended to read:

31 231.29 Assessment procedures and criteria.--

1 (1) For the purpose of improving the quality of
2 instructional, administrative, and supervisory services in the
3 public schools of the state, the superintendent shall
4 establish procedures for assessing the performance of duties
5 and responsibilities of all instructional, administrative, and
6 supervisory personnel employed by the school ~~in his or her~~
7 district. The Department of Education must approve each
8 district's instructional personnel assessment system.

9 (2) The following conditions must be considered in the
10 design of the district's instructional personnel assessment
11 system:

12 (a) The system must be designed to support district
13 and school level improvement plans.

14 (b) The system must provide appropriate instruments,
15 procedures, and criteria for continuous quality improvement of
16 the professional skills of instructional personnel ~~beginning,~~
17 ~~probationary, and nonprobationary stages of a teaching career.~~

18 (c) The system must include a mechanism to give
19 parents an opportunity to provide input into employee
20 performance assessments when appropriate.

21 ~~(d)~~(c) In addition to addressing generic teaching
22 competencies, districts must determine those teaching fields
23 for which special procedures and criteria will be developed.

24 ~~(e)~~(d) The school board shall provide training
25 programs that ~~which~~ are based upon guidelines provided by the
26 Department of Education to ensure that all individuals with
27 evaluation responsibilities understand the proper use of the
28 assessment criteria and procedures. ~~Such training programs~~
29 ~~may be provided under s. 231.087.~~

1 ~~(3)~~⁽²⁾ The assessment procedure for instructional
2 personnel shall comply with, but shall not be limited to, the
3 following requirements:

4 (a) An assessment ~~relating to the criteria specified~~
5 ~~in subsection (3)~~ shall be conducted for each employee at
6 least once a year. The ~~Such~~ assessment shall be based upon
7 sound educational principles and contemporary research in
8 effective educational practices. The assessment must use data
9 and indicators of improvement in student performance and may
10 consider results of peer reviews in evaluating the employee's
11 performance. The assessment criteria must include, but are not
12 limited to, indicators that relate to the following:

13 1. Ability to maintain appropriate discipline.

14 2. Knowledge of subject matter. The district school
15 board shall make special provisions for evaluating teachers
16 who are assigned to teach out of field.

17 3. Ability to plan and deliver instruction.

18 4. Ability to evaluate instructional needs.

19 5. Ability to communicate with parents.

20 6. Other professional competencies, responsibilities,
21 and requirements as established by rules of the State Board of
22 Education and policies of the district school board.

23 (b) All personnel shall be fully informed of the
24 criteria and procedures associated with the assessment process
25 before the assessment takes place.

26 (c) The individual responsible for supervising the
27 employee must assess the employee's performance. The evaluator
28 must submit a written report of the assessment to the
29 superintendent for the purpose of reviewing the employee's
30 contract. The evaluator must submit the ~~A~~ written report of
31 ~~each assessment shall be made and a copy thereof shall be~~

1 ~~given~~ to the employee no later than 10 days after the
2 assessment takes place. The evaluator must discuss the
3 written report of assessment ~~shall be discussed~~ with the
4 employee ~~by the person responsible for preparing the report.~~
5 The employee shall have the right to initiate a written
6 response to the assessment, and the response shall become a
7 permanent attachment to his or her personnel file.

8 (d) ~~If in the event that~~ an employee is not performing
9 his or her duties in a satisfactory manner, the evaluator
10 shall notify the employee in writing of such determination.
11 The notice must and describe such unsatisfactory performance-
12 and include notice of the following procedural requirements:

13 1. Upon delivery of a notice of unsatisfactory
14 performance, the evaluator must confer with the employee, make
15 recommendations with respect to specific areas of
16 unsatisfactory performance, and provide assistance in helping
17 to correct deficiencies within a prescribed period of time.

18 2. The employee must be given 120 calendar days from
19 the receipt of the notice of unsatisfactory performance to
20 demonstrate corrective action. School holidays and school
21 vacation periods are not counted when calculating the
22 120-calendar-day period. During the 120 calendar days, the
23 employee must be evaluated periodically and apprised of
24 progress achieved and must be provided assistance and
25 inservice training opportunities to help correct the noted
26 performance deficiencies. At any time during the 120 calendar
27 days, the employee may request a transfer to another
28 appropriate position with a different supervising
29 administrator; however, a transfer does not extend the period
30 for correcting performance deficiencies.

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1 3. Within 14 days after the close of the 120 calendar
2 days, the evaluator must assess whether the performance
3 deficiencies have been corrected and forward a recommendation
4 to the superintendent. Within 14 days after receiving the
5 evaluator's recommendation, the superintendent must notify the
6 employee in writing whether the performance deficiencies have
7 been satisfactorily corrected and whether the superintendent
8 will recommend that the school board continue or terminate his
9 or her employment contract. If the employee wishes to contest
10 the superintendent's recommendation, the employee must, within
11 15 days after receipt of the superintendent's recommendation,
12 submit a written request for a hearing. Such hearing shall be
13 conducted at the school board's election in accordance with
14 one of the following procedures:
15 a. A direct hearing conducted by the school board
16 within 60 days after receipt of the written appeal. The
17 hearing shall be conducted in accordance with the provisions
18 of chapter 120. A majority vote of the membership of the
19 school board shall be required to sustain the superintendent's
20 recommendation. The determination of the school board shall
21 be final as to the sufficiency or insufficiency of the grounds
22 for termination of employment; or
23 b. A hearing conducted by an administrative law judge
24 assigned by the Division of Administrative Hearings of the
25 Department of Management Services. The hearing shall be
26 conducted within 60 days after receipt of the written appeal
27 in accordance with chapter 120. The recommendation of the
28 administrative law judge shall be made to the school board. A
29 majority vote of the membership of the school board shall be
30 required to sustain or change the administrative law judge's
31 recommendation pursuant to chapter 120.~~The evaluator shall~~

1 ~~thereafter confer with the employee, make recommendations with~~
2 ~~respect to specific areas of unsatisfactory performance, and~~
3 ~~provide assistance in helping to correct such deficiencies~~
4 ~~within a reasonable, prescribed period of time.~~

5 ~~(3) A complete statement of the assessment criteria~~
6 ~~shall include, but shall not be limited to, observable~~
7 ~~indicators that relate to the following:~~

8 ~~(a) Ability to use appropriate classroom management~~
9 ~~techniques, including ability to maintain appropriate~~
10 ~~discipline.~~

11 ~~(b) Knowledge of subject matter. The district school~~
12 ~~board shall make special provisions for evaluating teachers~~
13 ~~who are assigned to teach out-of-field.~~

14 ~~(c) Ability to plan and deliver instruction.~~

15 ~~(d) Ability to evaluate instructional needs.~~

16 ~~(e) Other professional competencies, responsibilities,~~
17 ~~and requirements as determined by the local district.~~

18 ~~(4) The individual responsible for the supervision of~~
19 ~~the employee shall make the assessment of the employee and~~
20 ~~forward such assessment to the superintendent for the purpose~~
21 ~~of reviewing the employee's contract.~~

22 (4)(5) The superintendent shall notify the department
23 of any instructional personnel who receive two consecutive
24 unsatisfactory annual evaluations and who have been given
25 written notice by the district that their employment is being
26 terminated or is not being renewed or that the school board
27 intends to terminate, or not renew, their employment. The
28 department shall conduct an investigation to determine whether
29 action shall be taken against the certificateholder pursuant
30 to s. 231.28(1)(b).

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1 (5) The superintendent shall develop a mechanism for
2 evaluating the effective use of assessment criteria and
3 evaluation procedures by individuals who are assigned
4 responsibility for evaluating the performance of instructional
5 personnel.

6 (6) Nothing in this section shall be construed to
7 grant a probationary employee a right to continued employment
8 beyond the term of his or her contract.

9 (7) The district school board shall establish a
10 procedure annually reviewing instructional personnel
11 assessment systems to determine compliance with this section.
12 All substantial revisions to an approved system must be
13 reviewed and approved by the school board before being used to
14 assess instructional personnel. Upon request by a school
15 district, the department shall provide assistance in
16 developing, improving, or reviewing an assessment system.

17 Section 2. Section 231.36, Florida Statutes, 1996
18 Supplement, is amended to read:

19 231.36 Contracts with instructional staff,
20 supervisors, and principals.--

21 (1)(a) Each person employed as a member of the
22 instructional staff by in any district school system must
23 ~~shall~~ be properly certificated ~~pursuant to s. 231.17 or~~
24 employed pursuant to this chapter ~~s. 231.1725~~ and is ~~shall be~~
25 entitled to and shall receive a written contract as specified
26 in chapter 230.

27 1. Each person newly employed as a member of the
28 instructional staff after June 30, 1997, shall receive a
29 contract that is subject to annual review and renewal at the
30 discretion of the school board upon recommendation of the
31 superintendent. During each of the first 3 years of

1 employment, the employee shall receive an annual contract. The
2 first 97 days of an employee's initial contract is a
3 probationary period. During the probationary period, or
4 following the expiration of each annual contract during the
5 first 3 years of employment, the employee may be dismissed
6 without cause or may resign from the contracted position
7 without breach of contract. After the first 3 years of
8 employment, the contract may be renewed at the discretion of
9 the school board for a period not to exceed 3 years. Each
10 employee who holds a contract under this subparagraph is
11 subject to the performance assessments and procedures set
12 forth in s. 231.29. Each contract issued under this
13 subparagraph must provide for dismissal during the term of the
14 contract for just cause or for failure to correct performance
15 deficiencies under s. 231.29. Termination of employment shall
16 not be predicated upon the exercise of an individual's
17 constitutional rights. Nothing in this section shall preclude
18 an individual from availing himself or herself of the
19 provisions of s. 228.2001.

20 2. A professional service contract shall be issued as
21 provided in subsection (3). Each professional service contract
22 must provide for dismissal during the term of the contract
23 only for just cause.

24 3. A continuing contract shall be issued as provided
25 in subsection (4).~~All such contracts, except continuing~~
26 ~~contracts as specified in subsection (4), shall contain~~
27 ~~provisions for dismissal during the term of the contract only~~
28 ~~for just cause.~~

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1 Just cause includes, but is not limited to, misconduct in
2 office, incompetency, gross insubordination, willful neglect
3 of duty, or conviction of a crime involving moral turpitude.
4 (b) A supervisor or principal shall be properly
5 certified and shall receive a written contract as specified in
6 chapter 230. Such contract may be for an initial period not to
7 exceed 3 years, subject to annual review and renewal. The
8 first 97 days of an initial contract is a probationary period.
9 During the probationary period, the employee may be dismissed
10 without cause or may resign from the contracted position
11 without breach of contract.After the first 3 years, the
12 contract may be renewed for a period not to exceed 3 years and
13 shall contain provisions for dismissal during the term of the
14 contract only for just cause, in addition to such other
15 provisions as are prescribed by the school board.

16 (2) Any person ~~so~~ employed as a supervisor, principal,
17 or member of the instructional staff on the basis of a written
18 offer of a specific position by a duly authorized agent of the
19 school board for a stated term of service at a specified
20 salary, and who accepted such offer by telegram or letter or
21 by signing the regular contract form, who violates the terms
22 of such contract or agreement by leaving his or her position
23 after the probationary period without first being released
24 from his or her contract or agreement by the school board of
25 the district in which the person is employed shall be subject
26 to the jurisdiction of the Education Practices Commission.
27 The school board shall take official action on such violation
28 and shall furnish a copy of its official minutes to the
29 Commissioner of Education.

30 (3)~~(a)~~ The school board of each district shall provide
31 a professional service contract as prescribed in this

1 ~~subsection herein. Each member of the instructional staff who~~
2 ~~completes the following requirements prior to July 1, 1984,~~
3 ~~shall be entitled to and shall be issued a continuing contract~~
4 ~~in the form prescribed by rules of the state board pursuant to~~
5 ~~s. 231.36, Florida Statutes 1981.~~

6 (a) Each person who was employed as a member of the
7 district's instructional staff prior to July 1, 1997, and who
8 completes the following requirements on or after July 1, 1984,
9 shall be entitled to and shall be issued a professional
10 service contract in the form prescribed by rules of the state
11 board as provided in this subsection herein:

12 1. The member must hold a professional certificate as
13 prescribed by s. 231.17 and rules of the State Board of
14 Education;

15 2. The member must have completed 3 years of
16 probationary service in the district, 1 year of which must be
17 the professional orientation program where required, during a
18 period not in excess of 5 successive years, except for leave
19 duly authorized and granted; and

20 3. The member must have been recommended by the
21 superintendent for such contract and reappointed by the school
22 board based on successful performance of duties and
23 demonstration of professional competence.

24 (b) The professional service contract shall be
25 effective at the beginning of the school fiscal year following
26 the completion of all requirements therefor.

27 (c) The period of service provided herein may be
28 extended to 4 years when prescribed by the school board and
29 agreed to in writing by the employee at the time of
30 reappointment.

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1 (d) A school board may issue a ~~continuing contract~~
2 ~~prior to July 1, 1984, and may issue a~~ professional service
3 contract before July 1, 1997, and may issue a contract under
4 subparagraph (1)(a)1. on or after July 1, 1997 ~~subsequent to~~
5 ~~July 1, 1984,~~ to any employee who has previously held a
6 professional service contract or continuing contract in the
7 same or another district within this state. Any employee who
8 holds a continuing contract or professional service contract
9 may, but is not required to, exchange such ~~continuing~~ contract
10 for a ~~professional service~~ contract under subparagraph
11 (1)(a)1. in the same district.

12 (e) A professional service contract shall be renewed
13 each year unless the superintendent, after receiving the
14 recommendations required by s. 231.29~~(4)~~, charges the employee
15 with unsatisfactory performance and notifies the employee of
16 performance deficiencies as required by s. 231.29. An employee
17 who holds a professional service contract on July 1, 1997, is
18 subject to the procedures set forth in paragraph (f) during
19 the term of the existing professional service contract. The
20 employee is subject to the procedures set forth in s.
21 231.29(3)(d) upon the next renewal of the professional service
22 contract; however, if the employee is notified of performance
23 deficiencies before the next contract renewal date, the
24 procedures of s. 231.29(3)(d) do not apply until the
25 procedures set forth in paragraph (f) have been exhausted and
26 the professional service contract is subsequently renewed.

27 (f) The superintendent shall notify an employee who
28 holds a professional service contract on July 1, 1997, as
29 ~~determined under the provisions of s. 231.29 and notifies the~~
30 ~~employee~~ in writing, no later than 6 weeks prior to the end of
31 the postschool conference period, of performance deficiencies

1 which may result in termination of employment, if not
2 corrected during the subsequent year of employment (which
3 shall be granted for an additional year in accordance with the
4 provisions in subsection (1)). Except as otherwise hereinafter
5 provided, this action shall not be subject to the provisions
6 of chapter 120, but the following procedures shall apply:

7 1. On receiving notice of unsatisfactory performance,
8 the employee, on request, shall be accorded an opportunity to
9 meet with the superintendent or the superintendent's designee
10 for an informal review of the determination of unsatisfactory
11 performance.

12 2. An employee notified of unsatisfactory performance
13 may request an opportunity to be considered for a transfer to
14 another appropriate position, with a different supervising
15 administrator, for the subsequent year of employment.

16 3. During the subsequent year, the employee shall be
17 provided assistance and inservice training opportunities to
18 help correct the noted performance deficiencies. The employee
19 shall also be evaluated periodically so that he or she will be
20 kept apprised of progress achieved.

21 4. Not later than 6 weeks prior to the close of the
22 postschool conference period of the subsequent year, the
23 superintendent, after receiving and reviewing the
24 recommendation required by s. 231.29~~(4)~~, shall notify the
25 employee, in writing, whether the performance deficiencies
26 have been corrected. If so, a new professional service
27 contract shall be issued to the employee. If the performance
28 deficiencies have not been corrected, the superintendent may
29 notify the school board and the employee, in writing, that the
30 employee shall not be issued a new professional service
31 contract; however, if the recommendation of the superintendent

1 is not to issue a new professional service contract, and if
2 the employee wishes to contest such recommendation, the
3 employee will have 15 days from receipt of the
4 superintendent's recommendation to demand, in writing, a
5 hearing. In such hearing, the employee may raise as an issue,
6 among other things, the sufficiency of the superintendent's
7 charges of unsatisfactory performance. Such hearing shall be
8 conducted at the school board's ~~employee's~~ election in
9 accordance with one of the following procedures:

10 a. A direct hearing conducted by the school board
11 within 60 ~~45~~ days of receipt of the written appeal. The
12 hearing shall be conducted in accordance with the provisions
13 of ss. 120.569 and 120.57. A majority vote of the membership
14 of the school board shall be required to sustain the
15 superintendent's recommendation. The determination of the
16 school board shall be final as to the sufficiency or
17 insufficiency of the grounds for termination of employment; or

18 b. A hearing conducted by an administrative law judge
19 assigned by the Division of Administrative Hearings of the
20 Department of Management Services. The hearing shall be
21 conducted within 60 ~~45~~ days of receipt of the written appeal
22 in accordance with chapter 120. The recommendation of the
23 administrative law judge shall be made to the school board. A
24 majority vote of the membership of the school board shall be
25 required to sustain or change the administrative law judge's
26 recommendation pursuant to chapter 120. ~~The determination of~~
27 ~~the school board shall be final as to the sufficiency or~~
28 ~~insufficiency of the grounds for termination of employment.~~

29 (g) An employee who has professional service contract
30 status before July 1, 1997, may retain the contract and all
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1 rights arising therefrom, unless the employee voluntarily
2 relinquishes the professional service contract.

3 (4) Each member of the instructional staff who
4 completed the requirements of s. 231.36(3)(a), Florida
5 Statutes, 1984 Supplement, and applicable state board rules
6 before July 1, 1984, shall be issued a continuing contract.

7 (a) An employee who has continuing contract status
8 prior to July 1, 1984, shall be entitled to retain such
9 contract and all rights arising therefrom in accordance with
10 existing laws, rules of the State Board of Education, or any
11 laws repealed by this act, unless the employee voluntarily
12 relinquishes his or her continuing contract.

13 (b) Any member of the district administrative or
14 supervisory staff and any member of the instructional staff,
15 including any principal, who is under continuing contract may
16 be dismissed or may be returned to annual contract status for
17 another 3 years in the discretion of the school board, at the
18 end of the school year, when a recommendation to that effect
19 is submitted in writing to the school board on or before April
20 1 of any school year, giving good and sufficient reasons
21 therefor, by the superintendent, by the principal if his or
22 her contract is not under consideration, or by a majority of
23 the school board. The employee whose contract is under
24 consideration shall be duly notified in writing by the party
25 or parties preferring the charges at least 5 days prior to the
26 filing of the written recommendation with the school board,
27 and such notice shall include a copy of the charges and the
28 recommendation to the school board. The school board shall
29 proceed to take appropriate action. Any decision adverse to
30 the employee shall be made by a majority vote of the full
31 membership of the school board. Any such decision adverse to

1 the employee may be appealed by the employee pursuant to s.
2 120.68.

3 (c) Any member of the district administrative or
4 supervisory staff and any member of the instructional staff,
5 including any principal, who is under continuing contract may
6 be suspended or dismissed at any time during the school year;
7 however, the charges against him or her must be based on
8 immorality, misconduct in office, incompetency, gross
9 insubordination, willful neglect of duty, drunkenness, or
10 conviction of a crime involving moral turpitude. Whenever
11 such charges are made against any such employee of the school
12 board, the school board may suspend such person without pay;
13 but, if the charges are not sustained, he or she shall be
14 immediately reinstated, and his or her back salary shall be
15 paid. In cases of suspension by the school board or by the
16 superintendent, the school board shall determine upon the
17 evidence submitted whether the charges have been sustained
18 and, if the charges are sustained, shall determine either to
19 dismiss the employee or fix the terms under which he or she
20 may be reinstated. If such charges are sustained by a
21 majority vote of the full membership of the school board and
22 such employee is discharged, his or her contract of employment
23 shall be thereby canceled. Any such decision adverse to the
24 employee may be appealed by the employee pursuant to s.
25 120.68, provided such appeal is filed within 30 days after the
26 decision of the school board.

27 (5) Should a school board have to choose from among
28 its personnel who are on continuing contracts, ~~or~~ professional
29 service contracts, or contracts issued under subparagraph
30 (1)(a)1. as to which should be retained, such decisions shall
31 be made pursuant to the terms of a collectively bargained

1 agreement, when one exists. If no such agreement exists, the
2 district school board shall prescribe rules to handle
3 reductions in workforce.

4 (6)(a) Any member of the instructional staff,
5 excluding an employee specified in subsection (4), may be
6 suspended or dismissed at any time during the term of the
7 contract ~~for; however, the charges against him or her must be~~
8 ~~based on~~ just cause as provided in paragraph (1)(a). ~~Whenever~~
9 ~~such charges are made against any such employee of the school~~
10 ~~board,~~The school board must notify the employee in writing
11 whenever charges are made against the employee and may suspend
12 such person without pay; but, if the charges are not
13 sustained, the employee shall be immediately reinstated, and
14 his or her back salary shall be paid. If the employee wishes
15 to contest the charges, the employee must, within 15 days
16 after receipt of the written notice, submit a written request
17 for a hearing. Such hearing shall be conducted at the school
18 board's election in accordance with one of the following
19 procedures:

20 1. A direct hearing conducted by the school board
21 within 60 days after receipt of the written appeal. The
22 hearing shall be conducted in accordance with the provisions
23 of chapter 120. A majority vote of the membership of the
24 school board shall be required to sustain the superintendent's
25 recommendation. The determination of the school board shall
26 be final as to the sufficiency or insufficiency of the grounds
27 for termination of employment; or

28 2. A hearing conducted by an administrative law judge
29 assigned by the Division of Administrative Hearings of the
30 Department of Management Services. The hearing shall be
31 conducted within 60 days after receipt of the written appeal

1 in accordance with chapter 120. The recommendation of the
2 administrative law judge shall be made to the school board. A
3 majority vote of the membership of the school board shall be
4 required to sustain or change the administrative law judge's
5 recommendation pursuant to chapter 120.~~When an employee is~~
6 ~~notified in writing of such charges, he or she will have 15~~
7 ~~days from receipt of the notice to demand, in writing, a~~
8 ~~hearing to be conducted at the employee's election in~~
9 ~~accordance with either sub-subparagraph a. or sub-subparagraph~~
10 ~~b. of subparagraph (3)(e)4.~~

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12 Any such decision adverse to the employee may be appealed by
13 the employee pursuant to s. 120.68, provided such appeal is
14 filed within 30 days after the decision of the school board.

15 (b) Any member of the district administrative or
16 supervisory staff, including any principal but excluding an
17 employee specified in subsection (4), may be suspended or
18 dismissed at any time during the term of the contract;
19 however, the charges against him or her must be based on
20 immorality, misconduct in office, incompetency, gross
21 insubordination, willful neglect of duty, drunkenness, or
22 conviction of any crime involving moral turpitude. Whenever
23 such charges are made against any such employee of the school
24 board, the school board may suspend the employee without pay;
25 but, if the charges are not sustained, he or she shall be
26 immediately reinstated, and his or her back salary shall be
27 paid. In cases of suspension by the school board or by the
28 superintendent, the school board shall determine upon the
29 evidence submitted whether the charges have been sustained
30 and, if the charges are sustained, shall determine either to
31 dismiss the employee or fix the terms under which he or she

1 may be reinstated. If such charges are sustained by a
2 majority vote of the full membership of the school board and
3 such employee is discharged, his or her contract of employment
4 shall be thereby canceled. Any such decision adverse to the
5 employee may be appealed by him or her pursuant to s. 120.68,
6 provided such appeal is filed within 30 days after the
7 decision of the school board.

8 (7) The school board of any given district shall grant
9 continuing service credit for time spent performing duties as
10 a member of the Legislature to any district employee who
11 possesses a professional service contract, multiyear contract,
12 ~~or continuing contract,~~ or contract issued under subparagraph
13 (1)(a)1.

14 (8) Notwithstanding any other provision of law, any
15 member who has retired may interrupt retirement and be
16 reemployed in any public school. Any member so reemployed by
17 the same district from which he or she retired may be employed
18 on a ~~probationary~~ contractual basis as provided in subsection
19 (1); however, no regular retirement employee shall be eligible
20 to renew membership under a retirement system created by
21 chapter 121 or chapter 238.

22 Section 3. Section 231.3605, Florida Statutes, is
23 amended to read:

24 231.3605 Educational support employees.--

25 (1) As used in this section:

26 (a) "Educational support employee" means any person
27 employed by a district school system who is so employed as a
28 teacher aide, a teacher assistant, an education
29 paraprofessional, a member of the transportation department, a
30 member of the operations department, a member of the
31 maintenance department, a member of food service, a secretary,

1 or a clerical employee, or any other person who by virtue of
2 his or her position of employment is not required to be
3 certified by the Department of Education or school board
4 pursuant to s. 231.1725. This section does not apply to
5 persons employed in confidential or management positions. This
6 section applies to all employees who are not temporary or
7 casual and whose duties require 20 or more hours in each
8 normal working week.

9 (b) "Employee" means any person employed as an
10 educational support employee.

11 (c) "Superintendent" means the superintendent of
12 schools or his or her designee.

13 (2) Each educational support employee hired prior to
14 July 1, 1997:

15 (a) ~~Each educational support employee~~ Shall be
16 employed on probationary status for a period to be determined
17 through the appropriate collective bargaining agreement or by
18 school board rule in cases where a collective bargaining
19 agreement does not exist.

20 (b) Upon successful completion of the probationary
21 period by the employee, ~~the employee's status~~ shall continue
22 in his or her status from year to year unless the
23 superintendent terminates the employee for reasons stated in
24 the collective bargaining agreement, or in school board rule
25 in cases where a collective bargaining agreement does not
26 exist, or reduces the number of employees on a districtwide
27 basis for financial reasons.

28 (c) May be suspended by the school board with or
29 without pay in the event a superintendent seeks termination of
30 an employee, ~~the school board may suspend the employee with or~~
31 ~~without pay~~. The employee shall receive written notice and

1 shall have the opportunity to formally appeal the termination.
2 The appeals process shall be determined by the appropriate
3 collective bargaining process or by school board rule in the
4 event there is no collective bargaining agreement.

5 (3) Each educational support employee hired after June
6 30, 1997:

7 (a) May receive a contract that is subject to annual
8 review and renewal at the discretion of the school board upon
9 the recommendation of the superintendent. During the first 3
10 years of employment, the employee shall receive an annual
11 contract. After the first 3 years of employment, the contract
12 may be renewed for a period not to exceed 3 years at the
13 discretion of the school board.

14 (b) May be terminated by the superintendent during the
15 term of a contract for just cause for reasons stated in the
16 collective bargaining agreement or in school board rule where
17 a collective bargaining agreement does not exist or for
18 reasons related to a reduction in work force due to the
19 district's financial status. In the event a superintendent
20 seeks termination of an employee during the term of a
21 contract, the employee shall receive written notice and shall
22 have the opportunity to appeal the termination. The appeals
23 process shall be established in school board rule.

24 Section 4. Section 229.775, Florida Statutes, 1996
25 Supplement, is amended to read:

26 229.775 Computer database of certain persons whose
27 employment was terminated.--

28 (1) The Department of Education shall establish a
29 computer database containing the names of persons whose
30 employment is terminated under s. 231.36(1)(a) ~~or (4)(c)~~,
31

1 which information shall be available to the superintendents of
2 the public school districts and their designees.

3 (2) The superintendent of each public school district
4 shall report to the Department of Education the name of any
5 person terminated under s. 231.36~~(1)(a) or (4)(c)~~ within 10
6 working days after the date of final action by the school
7 board on the termination, and the department shall immediately
8 enter the information in the computer records.

9 Section 5. This act supersedes any special law or
10 local law to the contrary; however, persons employed before
11 June 30, 1997, by the district school boards of Duval,
12 Hillsborough, and Volusia Counties may retain all rights
13 arising from chapter 18964, Laws of Florida, 1937, as amended,
14 chapter 21197, Laws of Florida, 1941, as amended, and chapter
15 21287, Laws of Florida, 1941, as amended.

16 Section 6. This act shall take effect July 1, 1997.
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