

Legal Terms and Laws

The Delayed Discovery Doctrine*

The delayed discovery rule (law) provides that the statute of limitations clock does not start running until the plaintiff should have been aware of the injury, the cause of the injury, and a reasonable notice that the injury was caused by wrongdoing. This rule is mentioned in Florida Statute 95.031, section (2)(a).

The discovery rule provides that **the statute of limitations on bringing a claim does not begin to run until the date on which a claimant actually discovers (or should have discovered) an injury or loss**—rather than on the date when the wrongful act giving rise to the injury or loss took place.

In Florida, the delayed discovery rule **creates a new start date for the statute of limitations**. The date you discover your injuries — not the date of the accident — becomes the date from which you calculate the time limit.

Does this rule apply in this case? In my opinion, I believe it should apply; for the following reasons: a) I was repeatedly rehired [multiple contracts] by the Lee County School District, thus I had no reason to file a claim, b) since I was considered a probationary hire by the district, they [and I] believed they had the legal right to terminate my employment via Florida's at-will employment law, and c) I did not become aware of the Florida Statutes 1012.335 & 1012.98 violations until July of 2025.

*Source: <https://legalknowledgebase.com/what-is-the-delayed-discovery-rule>

Teacher Contracts and At-Will Employment*

Florida Statute 1012.335 states that there are two different types of contracts for instructional personnel — probationary and annual.

A **probationary contract** is a contract for a period of 1 school year awarded to instructional personnel upon initial [newly hired] employment in a school district. Probationary contract employees may be dismissed without cause or may resign without breach of contract. It is important to note that according to this statute, **“A district school board may not award a probationary contract more than once to the same employee...”**. Upon successful completion of the probationary contract, the district school board may award an annual contract.

Florida is an at-will employment state; which means an employer can fire you for any reason or no reason, with no notice required—as long as it's not for an illegal reason. The major exceptions are discrimination, retaliation, public policy violations, and breach of contract.

In Florida, teachers are not tenured and are generally considered at-will employees under annual contracts. This system reflects Florida's shift from traditional tenure to performance-based employment for instructional personnel.

*Sources: <https://legalclarity.org/is-florida-an-at-will-state-exceptions-to-know/>
<https://legalclarity.org/florida-teacher-tenure-what-are-the-laws/>

Something to think about: In my opinion, Florida taxpayers, and law makers, should reconsider the shift from teacher tenure contracts to performance-based contracts - has this shift truly benefited Florida students? Or is it just an excuse to create more “teacher openings” in order to keep district payroll down? Why would anyone want to become a teacher when their sacrifice and commitment can be undermined by the opinion of an administrator?

Who, or what, determines the “performance level” of a teacher? How can a newly hired teacher improve and grow in the profession if they are considered at-will, and could be fired after one mistake? How many qualified and dedicated teachers have Florida students lost simply because of the opinion of the person doing the evaluation? Could denying students a certified and proven math teacher – even during a teacher shortage – be considered “dereliction of duty” by the Lee County School District?

Should public school teachers be at-will employees? As government employees, public school teachers serve the community... and their salaries are taxpayer funded. It can be argued that public school teachers work for the people [parents and students] in their district... NOT for administrators and school board members.