

CHAPTER 6.00 – HUMAN RESOURCES

PROFESSIONAL DEVELOPMENT

6.70

The purpose of the professional development system is to enable the school community to meet state and ~~District~~ district student achievement standards and goals and to succeed in school improvement.

- I. All instructional personnel and administrative and supervisory personnel have individual responsibility to grow professionally. The school system will carry out a long-range program for staff development, which will be planned cooperatively with the staff and administered by the ~~Director~~ Academic Collaboration Team (ACT) in charge of staff development.
 - A. The ~~Director of Staff Development~~ ACT will be responsible for planning, organizing, and supervising all in-service education programs for the improvement of instruction and administration.
 - B. The ~~Director~~ ACT will prepare and maintain an ongoing plan to provide a continuous articulated program of in-service education that will take into consideration:
 1. Increasing the success of educators in guiding student learning and development so as to implement state and local educational standards, goals and initiatives.
 2. Providing stimulating educational activities that encourage and motivate students to achieve at the highest levels and to become active learners.
 3. The individual needs of staff for continued professional growth.
 4. Competencies needed to implement new programs.
 5. Competencies needed for updating techniques of supervision, evaluation, instruction, and use of materials and equipment.
 6. Activities which will enrich the administrative, instructional and classified staff professionally.
 7. Activities which will assist the administrative and instructional staff in linking training to student achievement.
 - C. The ~~Director~~ ACT will be responsible for providing a professional development system which must:
 1. Require principals and schools to use student achievement data, school discipline data, school environment surveys, assessments of parental satisfaction, and other performance indicators to identify school and student needs that can be met by improved professional performance.
 2. Provide training activities coupled with follow-up support that is appropriate to accomplish district-level and school-level improvement goals and standards.

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3. Continuously evaluate the quality and effectiveness of professional development programs in order to eliminate ineffective programs and strategies and to expand effective ones.
 4. Provide for teachers and administrators who have been evaluated as less than satisfactory. The School Board may require participation in specific professional development programs as part of the improvement prescription.
- II. The Superintendent will submit for ~~Board~~board approval annually the Master In-service Plan.
- III. The Board expects all personnel to maintain their certification and extend their professional competence.
- IV. The Superintendent has the authority to organize and appraise in-service programs as one means for maintaining a position or advancing on the instructional staff salary schedule.
- V. The Board considers it desirable that all staff members improve their skills in teaching the basics. During the validity period of certification, each teacher should strive whenever possible to participate in activities designed to upgrade competencies in those areas.
- VI. The Superintendent has the authority to require principals to plan and evaluate individualized professional development plans for teachers.

STATUTORY AUTHORITY: 1001.41(2), 1001.43(3)(11), 1012.22, 1012.23, F.S.

LAW(S) IMPLEMENTED: 1001.43, 1012.22, 1012.27, 1012.38, 1012.583, 1012.98, 1012.985, F.S.

HISTORY: **ADOPTED: 08/21/01**
REVISION DATE(S):
FORMERLY: 2.115, 4.116, 5.106

NOTES:

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EMPLOYEE ASSISTANCE PROGRAM

6.80

The Board shall provide for an Employee Assistance Program which shall guarantee the anonymity of the employee. This program shall include but not be limited to counseling drug abuse, alcohol abuse, family counseling, financial counseling and psychological difficulties.

- I. Employees are responsible for maintaining an acceptable level of satisfactory job performance and attendance, whether or not they are participating in the Employee Assistance Program.
- II. Any employee or permanent members of an employee's immediate household who needs help in order to resolve a problem is encouraged to voluntarily seek assistance on a confidential basis, through the Employee Assistance Program.
- III. When an employee's problems result in a noticeable decline in the employee's work performance that is not correctable through usual supervisory procedures, the confidential services of the Employee Assistance Program will be recommended by the supervisor to assist the employee in resolving those problems, in a manner consistent with good management practice, without altering or amending any of the rights or responsibilities of the employee or of the Board. If an employee is referred by a supervisor, the supervisor will be informed by the Employee Assistance Program whether or not the employee has contacted them and is participating in the program. No other information will be given to the supervisor, whose responsibility continues to be monitoring job performance. Work performance which does not improve within reasonable time periods established by the supervisor will be handled in accordance with standard personnel policy.
- IV. In instances where it is necessary, time off may be granted for treatment or rehabilitation, consistent with applicable ~~School-school~~ ~~Board-board~~ policies and procedures.

STATUTORY AUTHORITY: 1001.41, 1001.42, 1012.22, 1012.23, F.S.

LAW(S) IMPLEMENTED: 1001.43, 1012.22, F.S.

HISTORY: ADOPTED: 08/21/01
REVISION DATE(S):
FORMERLY: 3.128

NOTES:

Refer To: Instructional and Classified Bargaining Agreements and Employee Assistance Program (EAP)

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SOCIAL SECURITY NUMBERS

6.88*

I. Collection

- A. Social security numbers shall be collected only when allowed by law or when necessary for the performance of the school system's duties.
- B. The District shall collect the social security number of each applicant and employee for the following reasons:
 - 1. Identification and verification;
 - 2. Benefit processing;
 - 3. Data collection;
 - 4. Tax reporting; and
 - 5. Criminal background checks.
- C. The District may also use the social security number for search purposes.

II. Notification

The District shall notify each applicant and employee of the reasons for which his/her social security number may be collected. Such notification shall include the specific law governing the collection, use or release of a social security number and whether the collection of social security numbers is authorized or mandatory under law.

III. Review

The Superintendent shall review the collection of social security numbers to ensure that the reasons for collection and the process for collection and maintenance are consistent with Florida Statutes. The Superintendent shall report his/her findings as required by law.

IV. Confidentiality

A social security number shall be considered confidential and exempt from public inspection in accordance with Florida Statutes. Social security numbers may be disclosed to another agency or governmental entity if it is necessary for the receiving entity to perform its responsibilities.

V. Release to Commercial Entities

- A. Social security numbers may be released to a commercial entity as allowed by law. The commercial entity must state the reason for requesting the social security numbers.
- B. The District, as required by law, shall annually report the identity of all commercial entities that have requested social security numbers during the preceding year and the reasons for the requests. If no requests have been received during the preceding year, the District shall report that information.

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STATUTORY AUTHORITY: 1001.41, 1001.42, 1012.23, F.S.

LAW(S) IMPLEMENTED: 119.071, 1001.43, 1012.23, F.S.

HISTORY: ADOPTED: 05/06/08
REVISION DATE(S): 02/01/10
FORMERLY: NEW

NOTES:

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PERSONNEL FILES

6.90

The term *personnel file*, as used in this rule, shall mean all records, information, data, or materials maintained by the District in any form or retrieval system whatsoever, with respect to any employee, which is uniquely applicable to that employee.

- I. A personnel record shall be maintained by the Superintendent on each employee. The record shall include
 - A. Application for employment
 - B. References
 - C. Annual evaluations
 - D. Letters of commendation, reprimand, etc.
 - E. Data substantiating placement on the salary schedule (education, official transcripts, experience, etc.).
 - F. Teaching certificate, if applicable.
 - G. Any other pertinent data.
- II. Except for materials pertaining to work performance or other matters that may be cause for discipline, suspension or dismissal under laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee. No anonymous letter or anonymous materials shall be placed in the personnel file.
- III. Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment.
 - A. No such materials may be placed in a personnel file unless they have been reduced to writing within forty-five (45) days, exclusive of the summer vacation period, of the administration becoming aware of the facts reflected in the materials.
 - B. Additional information related to such written materials previously placed in the file may be appended to such materials to clarify or amplify as needed. A copy of such materials to be added to an employee's personnel file shall be provided to the employee either by certified mail or by personal delivery.
 - C. The employee's signature on a copy of materials to be filed in the employee's personnel file signifies receipt and does not necessarily indicate agreement with its content. The employee will be afforded due process rights as outlined in Florida Statutes.
- IV. Personnel files, regardless of their location in the school system, are open to inspection pursuant to Florida Statutes, except as follows:

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- A. Any complaint and any material relating to the investigation of a complaint against an employee shall be confidential until the conclusion of the preliminary investigation, or until such time as the preliminary investigation ceases to be active as defined in Florida Statutes.
 - B. Employee evaluations prepared pursuant to Florida Statutes, rules adopted by the State Board of Education, or a local ~~School-school Board-board~~ shall be confidential until the end of the school year immediately following the school year during which each evaluation is made. No evaluations prepared prior to July 1, 1983, shall be made public.
 - C. No material derogatory to the employee shall be open to inspection until ten (10) days after the employee has been notified pursuant to III. B of this rule.
 - D. The payroll deduction records of the employee shall be confidential.
 - E. Employee medical records, including medical claims, psychiatric and psychological records, shall be confidential; provided however, at any hearing relative to an employee's competency or performance, the hearing officer or panel shall have access to such records.
 - F. Any information in a report of injury or illness filed pursuant to Florida Statute that would identify an ill or injured employee.
 - G. Agency personnel information that is excluded under the provisions of 119.071, F.S.
- V. Notwithstanding other provisions of this rule, all aspects of each employee's personnel file shall be open to inspection at all times by ~~School-school Board-board~~ members, the Superintendent and the principal or their respective designees, in the exercise of their respective duties.
- VI. Notwithstanding other provisions of this rule, all aspects of each employee's personnel file shall be made available to law enforcement personnel in the conduct of a lawful criminal investigation.

STATUTORY AUTHORITY:

1001.43, 1012.22, 1012.23, F.S.

LAW(S) IMPLEMENTED:

112.08(7), 119.07, 119.071, ~~441.25(10)~~,
1001.43, 1008.24, 1012.31, F. S.
34 CFR 99 (FERPA), 45 CFR 164 (HIPAA)

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HISTORY:

ADOPTED: 08/21/01
REVISION DATE(S): 11/05/13
FORMERLY: 3.127

NOTES:

Refer To: Instructional and Classified Bargaining Agreements

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SALARY SCHEDULES

6.91*

- I. All personnel shall be paid in accordance with salary schedules as adopted by the School Board.
- II. Any employee subject to the overtime provisions of the Fair Labor Standards Act of 1938, as amended, and who is required to work in excess of forty (40) hours in any work week, shall be compensated for the hours in excess of forty (40) at the rate of one and one-half (1½) times the regular rate of pay for the service performed or shall be provided compensatory time.
- III. Temporary Assignments Above Grade - Any employee assigned to a temporary administrative position for thirty (30) consecutive calendar days or more shall be paid at a rate commensurate with that position or his/her normal pay rate, whichever is higher.
- IV. No hourly employee shall work outside of his/her designated workday without prior approval of the principal or supervisor.
- V. Additional Duty-duty Day-day requests that are in excess of 10 days for any one teacher, and any one event, require prior approval of the Board. Those less than 10 days may be approved by the Superintendent or ~~their~~his/her designee.

STATUTORY AUTHORITY: 1001.41, 1012.22, 1012.23, F.S.

LAW(S) IMPLEMENTED: 1001.43, 1011.60, 1012.22, 1012.55, F.S.

STATE BOARD OF EDUCATION RULE(S): 6A-1.052

HISTORY: ADOPTED: 08/21/01
REVISION DATE(S): 11/19/02, 04/19/05, 02/07/12
FORMERLY: 4.111, 4.112, 4.125,
5.109, 5.111(3), 5.201, 6.111

NOTES:
Refer To: Instructional and Classified Bargaining Agreements and Salary Schedule

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HEALTH INSURANCE PREMIUMS

6.92

- I. The School Board may pay an employee's normal health insurance contribution as provided herein.
 - A. The health insurance premium for one (1) month may be paid when an employee enters a nonpay leave status. The employee shall be provided an opportunity to continue the total health insurance payment, after the School Board's one (1) month contribution, pursuant to the provisions of COBRA.
 - B. Any employee who is on unpaid sick leave or unpaid approved family leave will receive up to a maximum of twelve (12) weeks of ~~Board-board~~ portion of health insurance per insurance fiscal year. This rule is in compliance with the Family and Medical Leave Act of 1993. Twelve (12) weeks will equal six (6) cumulative ~~Board-board~~ portions which will occur when missing six (6) paychecks with ~~Board-board~~ portions.
- II. A ~~School-school~~ ~~Board-board~~ member or employee who is a Florida resident and a member of the Florida National Guard or a reserve in any branch of the United States military and who is called into active military duty is entitled to health insurance pursuant to the provisions and conditions prescribed in Section 250.341, Florida Statutes.
- III. The School Board shall not pay the contribution for dependents who are included in the employee's health insurance premium. This contribution shall be paid by the employee.
- IV. Retired ~~School-school~~ ~~Board-board~~ personnel and their eligible dependents may continue to participate in the current group health insurance program of the District provided the person enrolls immediately upon retirement from active employment with the School Board and continues coverage without interruption. Retirement shall mean application for and receipt of retirement benefits under any Florida Retirement System plan. An employee who retires under the Public Employee Optional Retirement Program (PEORP) shall be considered a retiree if he/she meets the age and service requirements defined in 112.0801, F.S. The health insurance coverage shall be identical to that offered to ~~School-school~~ ~~Board-board~~ employees. Health insurance premiums for continued participation shall be paid by the retiree.

STATUTORY AUTHORITY:

1001.41, 1012.22, 1012.23, F.S.

LAW(S) IMPLEMENTED:

112.0801, 250.341, 1001.43, F.S.

HISTORY:

**ADOPTED: 08/21/01
REVISION DATE(S): 01/22/08
FORMERLY: NEW**

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DEFINITION OF PERSONNEL

6.111

Instructional, administrative, non-certificated and instructional support personnel shall be defined in accordance with the provision of Florida Statutes.

STATUTORY AUTHORITY: 1001.41, 1012.22, 1012.23, F.S.

LAWS IMPLEMENTED: ~~1000.21~~, 1001.43, 1012.01, F.S.

HISTORY: ADOPTED: 08/21/01
REVISION DATE(S):
FORMERLY: 5.101

NOTES:

Refer To: Instructional and Classified Bargaining Agreements

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EMPLOYMENT OF ATHLETIC COACHES WHO ARE NOT FULL-TIME EMPLOYEES OF THE SCHOOL BOARD

6.141*+

Persons who are not full-time employees of the School Board and hold an athletic coach's certificate or current Florida Teaching ~~certificate~~Certificate, issued by the ~~state~~State of Florida, may be ~~recommended by the Superintendent and appointed by the School Board,~~employed on a contract basis, to perform designated secondary school athletic coaching responsibilities, subject to the following conditions:

- ~~I. The principal has determined that qualified full-time employees of the School Board are not available to perform these responsibilities.~~
- II. The contracted employment conforms to rules and regulations of the State Board of Education and the bylaws of the Florida High School Athletic Association.
- III. The employment procedures and contracted services conform to standards and procedures provided by the Superintendent including, but not limited to:
 - A. Use of an approved agreement form for contracted services.
 - B. Assessment of the qualifications of such persons.
 - C. Agreement by the contracted employee to abide by the Code of Ethics of the Education Profession in Florida.
 - D. Evaluation of performed services to be conducted annually by the principal or his/her designee and appropriate records maintained.
- IV. Payment for services shall be according to the approved ~~District~~district schedule of salary supplements for the services rendered.

STATUTORY AUTHORITY:

1001.41; 1012.22; 1012.23, F.S.

LAWS IMPLEMENTED:

**119.07; 1001.43; 1012.22; ~~1012.24;~~
1012.27; 1012.31; 1012.33; ~~1012.36;~~ 1012.55; 1012.56, F.S.**

HISTORY:

**ADOPTED: 8/21/01
REVISION DATE(S):
FORMERLY: NEW**

NOTES:

Refer To: Bargaining Agreement

NON-CERTIFIED INSTRUCTIONAL PERSONNEL

6.142

Persons who possess expert skill in or knowledge of a particular subject or talent but who do not hold a Florida ~~teaching~~ Teaching certificate ~~Certificate~~ constitute a valuable community resource for the education of the students in the District. Such persons may serve as non-paid volunteers or as a paid member of the instructional staff to render instructional service in the individual's field of specialty but shall not be required to hold a Florida teaching certificate. Such non-certificated instructional personnel may be employed to instruct in areas of critical teacher shortage or in the event of a system-wide emergency. Policies concerning non-certificated instructional personnel shall be as follows:

I. Employment Procedures

Procedures shall be the same as those followed for certificated personnel, except that non-certificated personnel shall not be entitled to a contract as prescribed by State Board of Education rules. The supervisor recommending the appointment must explain the circumstances that necessitate employing a non-certificated instructional person. A copy of such material shall be placed in the employee's personnel file.

II. Personnel Records

The records of non-certificated personnel shall contain the same kinds of information that would be contained in the record of a regular member of the instructional staff. In lieu of a certificate and transcripts there shall be complete, detailed and certified documentation attesting to the individual's expertise in the area for which he / she is employed. The record shall also contain a statement of the specific instructional duties assigned to be performed and evaluations of performance of such duties.

III. Salary

Non-certificated persons shall be paid according to the terms set forth in the salary schedule.

IV. Assignment, Suspension, and Dismissal

Non-certificated instructional personnel may not be assigned to any teaching duties other than those for which specifically employed. They shall remain employed only as long as the need exists. At any time during the employment of a non-certificated instructional person there is an indication that he / she is not carrying out his / her duties as assigned, he / she shall be suspended from that duty immediately and further action, including dismissal, shall be recommended by the Superintendent.

V. Assessment of Performance

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The performance of each non-certificated person shall be assessed against his / her specifically assigned duties. The supervisor recommending the appointment of these personnel shall monitor performance and provide a written evaluation at least once each school term using the teacher evaluation form.

VI. Student Welfare

Each non-certificated instructional person shall, prior to assuming his / her duties, be instructed as to his / her responsibilities in regard to the health, safety, and welfare of students. If assigned duties require knowledge of rules, regulations or policies of a special nature, the written statement of duties assigned shall include the duty to be familiar with such material.

VII. Instructional Practices and Policies

Prior to assuming their duties all non-certificated instructional personnel shall be advised of the State, District, and school policies relevant to instructional responsibilities.

STATUTORY AUTHORITY: 1001.41; 1012.22; 1012.23, F.S.

LAWS IMPLEMENTED: 1001.43; 1012.42; 1012.55, F.S.

STATE BOARD OF EDUCATION RULES: 6A-1.0502

HISTORY: ADOPTED: 8/21/01
REVISION DATE(S):
FORMERLY: 4.113

NOTES:
Refer To: Bargaining Agreement

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**EMPLOYMENT OF NON-DEGREEED VOCATIONAL AND ADULT
INSTRUCTIONAL PERSONNEL**

6.143*

The Superintendent is authorized to develop ~~a procedural manual~~procedures for the employment of non-degreeed vocational and adult instructional personnel, ~~which is entitled Qualifications for Employment of Non-degreeed Full-time and Part-time Vocational and Part-time Adult Instructional Personnel per Florida Statutes.~~ These procedures shall be consistent with Florida Statutes ~~and shall be approved by the School Board.~~ The manual shall be published and made available to persons who are seeking employment in one ~~(1)~~ of these positions.

STATUTORY AUTHORITY:

1001.41; 1012.22; 1012.23, F.S.

LAWS IMPLEMENTED:

**1001.43; 1012.32;
1012.36; 1012.39, F.S.**

HISTORY:

**ADOPTED: 8/21/01
REVISION DATE(S):
FORMERLY: 4.130; 4.134**

NOTES:

Please Refer To: Human Resources Procedures Manual

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EDUCATIONAL PARAPROFESSIONAL

6.144*

A paraprofessional is any person assigned by the School Board to assist an instructional staff member in performing his / her instructional or professional duties or responsibilities. A paraprofessional has additional responsibilities consistent with the requirements of the Federal No Child Left Behind Act.

- I. The conditions of employment of a paraprofessional shall be governed by Board policy and shall include the following:
 - A. A paraprofessional shall have a high school diploma or hold a high school equivalency diploma issued pursuant to State Board of Education rules.
 - B. A paraprofessional shall meet one of the following requirements:
 - i. Hold an associate's or higher degree;
 - ii. Completed two (2) years of study at an institution of higher education; or
 - iii. A rigorous state or local assessment of knowledge of and the ability to assist in instruction in reading, writing, and mathematics or reading readiness, writing readiness, or mathematics readiness.
 - A.C. Be at least eighteen (18) years of age.
 - B-D. Present a complete set of fingerprints taken by a law enforcement agency or properly trained ~~District~~-district personnel and the appropriate processing fee. The fingerprints shall be acceptable for processing by the Florida Department of Law Enforcement and the Federal Bureau of Investigation. The Director of Human Resources or designee shall initiate a records check by the two (2) agencies.
 - C-E. A drug test shall be required of all non-instructional applicants recommended for hire and shall be administered by the Board approved testing laboratory.
- II. The principal shall assure that the paraprofessional assigned to the school possesses a clear understanding of State and District rules relating to paraprofessional responsibilities and to the safety, welfare, and health of students. It shall be the principal and the instructional staff member's responsibility to ascertain that a paraprofessional possesses the necessary knowledge about rules to perform duties of a special nature in a proper and reasonable manner.
- III. It shall be the principal's responsibility to assure the School Board and the Superintendent that each paraprofessional possesses a clear understanding of all ~~State~~-state and ~~District~~-district instructional practices and rules relevant to a paraprofessional's responsibilities if he/she is expected to assist a teacher in promoting learning activities. When a paraprofessional is assigned duties requiring

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knowledge of instructional practices and policies or providing prescribed physical care for students of a specialized nature, it is the instructional staff member's responsibility to ascertain in advance whether the paraprofessional possesses the necessary knowledge and skills.

IV. The paraprofessional shall complete a period of supervised practice when assigned to a new instructional staff member or assigned a type of duty which he / she has not previously performed. The length of such supervised practice may vary depending upon previous experiences of the paraprofessional. A record shall be maintained in each school to show the length, nature, and inclusive dates of each supervised practice assignment for each paraprofessional.

IV.V. An education paraprofessional may administer or proctor statewide standardized assessments or assessments associated with Florida approved courses in accordance with Florida Statutes and State Board of Education rules. Paraprofessionals must complete required training prior to performing these tasks.

V.VI. A paraprofessional shall not perform any of the following:

- A. Establish instructional objectives;
- B. Render decisions regarding the relevancy of certain activities or procedures to achieve instructional objectives;
- C. Make decisions regarding the appropriateness of training materials for accomplishing instructional objectives; and,
- D. Evaluate a student's attainment of instructional objectives unless clear and objective criteria such as a specific achievement standard on an objective test are defined.

VI.VII. The principal and instructional staff members who are assigned paraprofessional shall be responsible for assigning duties to paraprofessionals which are consistent with Florida Statutes, State Board of Education rules, and School-school Board board rules.

STATUTORY AUTHORITY: 1001.41; 1012.22; 1012.23, F.S.

LAWS IMPLEMENTED: 1001.43; 1012.22; 1012.32; 1012.37, F.S.

STATE BOARD OF EDUCATION RULES: ~~6A-1.070; 6B-1.0066A-10.081~~

HISTORY: **ADOPTED: 08/21/01**
REVISION DATE(S):
FORMERLY: 5.107

NOTES:
Refer To: Classified Bargaining Agreement and

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Job Descriptions

SUBSTITUTE TEACHERS, TEMPORARY AND SUBSTITUTE CLASSIFIED AND SUPPORT EMPLOYEES

6.145*

The School Board of Sarasota County shall employ substitute teachers and temporary and substitute classified staff that may be employed on a day-to-day basis to temporarily replace teachers and classified staff who are absent from duty and when their services are necessary to the efficient operation of the school system.

- I. Substitute teachers and support of classified staff will be employed from the official substitute list prepared and maintained by the Human Resources Department. The School Board authorizes the Executive Director of Human Resources and Labor Relations to provide substitutes who shall:
 - A. Exhibit good moral character;
 - B. Be physically able to perform the duties of a substitute;
 - C. Be required to undergo medical and drug screening;
 - D. Submit two (2) work references; from past or present supervisors.
 - E. Fingerprinting: submit fingerprints in the same manner as required for all personnel by section 1012.32, F.S. The ~~human~~Human resources Resources department-Department will administer this procedure.

II. Basic Qualifications - Instructional

The Executive Director of Human Resources and Labor Relations shall ensure that each candidate for employment in an instructional substitute position meet all requirements for employment set forth in I. above and shall maintain records of such information in the candidate's application file. Additionally instructional substitutes must meet the following criteria:

- A. Age - Meet the age requirement, which has been established by the State of Florida for Certificated Personnel, of eighteen (18) years.
- B. Health - Meet the health requirements which have been established for certificated personnel.
- C. Completed instructional job application.
- D. Complete an initial orientation/training program in ~~School-school~~ District district policies and procedures addressing school safety and security procedures, educational liability laws, professional responsibilities, and ethics.

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- E. Minimum level of training at the bachelor's level. Under extraordinary circumstances, exceptions for good cause may be approved by the Executive Director of Human Resources and Labor Relations or his/her designee for persons with a minimum of sixty (60) hours of university credit.
- F. Teaching Experience:
 - 1. Submit documentation (*i.e.*, a contract, evaluation, or employment verification) verifying the applicant possessed a valid teaching certificate and taught in a U.S. public or private school within the preceding five (5) years from date of application or
 - 2. Complete the District's Substitute Endorsement Program.
- III. The applicant for classified or support substitute position must meet the following requirements:
 - A. Health - Meet the health requirements which have been established for classified personnel.
 - B. References - Provide two (2) satisfactory, written references from former employers and/or supervisors.
 - C. Submit completed employment application with all required information to the Human Resources Department.
- IV. Initial Certificate for Instructional Substitutes - A Sarasota County substitute teaching certificate will be issued to those candidates meeting criteria in section II. The certificate issued will be for substitute teaching only and it will be issued for a five (5) year period. It will be effective July 1 of the school year issued and it will expire June 30, five (5) years hence.
- V. Certification Renewal - The Sarasota County substitute teaching certificate may be renewed upon the candidate's submission of a notarized criminal history statement. The Human Resources Department will review the criminal history statement and authorize renewal of the certificate if the reviewer finds no serious criminal activity noted on the record.
- VI. Compensation
 - A. Substitute teachers and classified employees will be paid at hourly rates approved by the School Board.
 - B. Contracts for temporary employees for more than fifty thousand dollars (\$50,000) must be approved by the School Board prior to commitment.

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STATUTORY AUTHORITY: 1001.41, 1012.22, 1012.23, F.S.

LAW(S) IMPLEMENTED: 1001.43, 1012.32, 1012.35, 1012.36,
1012.39, 1012.55, 1012.56, F.S.

HISTORY: ADOPTED: 08/31/01
REVISION DATE(S): 07/13/04, 03/01/05, 10/6/09, 02/7/12, 09/06/16
FORMERLY: 4.123

NOTES:
Refer To: Additional Resources for Substitutes

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PHYSICAL EXAMINATIONS

6.171

The Superintendent may require a physical, psychological, and/or psychiatric examination by a physician licensed in the ~~state~~ State of Florida when in the Superintendent's judgment such an examination is relevant to the teaching performance or employment status of a School Board employee. The Superintendent shall select the physician(s), psychologist(s), or psychiatrist(s) and shall pay all costs incurred in the examination(s). If the employee is a member of a bargaining unit, the procedures in the appropriate collective bargaining agreement will be followed. The employee shall allow the report of the physician(s), psychologist(s), or psychiatrist(s) to be submitted to the Superintendent with a copy being forwarded to the employee.

STATUTORY AUTHORITY:

1001.41; 1012.22; 1012.23, F.S.

LAWS IMPLEMENTED:

1001.43; 1012.32, F.S.

HISTORY:

**ADOPTED: 8/21/03
REVISION DATE(S):
FORMERLY: 3.107; 5.201**

NOTES:

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LICENSE OF SCHOOL BUS OPERATOR

6.172*

Each school bus operator shall possess the minimum qualifications prescribed in Florida Statutes, State Board of Education rules, and other controlling regulations.

- I. All school bus operators shall hold a valid Commercial Driver's License for a Class B vehicle with passenger (P) and school bus (S) endorsements.
- II. The license shall be displayed in a conspicuous place in the school bus or shall be carried by the operator while operating the bus.
- III. Any school bus operator who should have known that his/her driver's license has expired or has been suspended or revoked and who drives a bus shall be subject to disciplinary actions to and including dismissal.

STATUTORY AUTHORITY: 1001.41, 1012.22, 1012.23, F.S.

LAWS IMPLEMENTED: 322.57, 1001.43, 1012.45, F.S. 49 CFR, 350 et al.

STATE BOARD OF EDUCATION RULE(S) 6A-3.0141, 6A-~~3017~~1(1)(d)

HISTORY: ADOPTED: 8/21/03, 6/5/07
REVISION DATE(S): 11/6/01, 7/13/04, 1/3/06
FORMERLY: 5.201; 6.307

NOTES:

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RESPONSIBILITIES OF SCHOOL BUS OPERATORS

6.173*

- I. School bus operators shall be responsible for adhering to the requirements of federal laws and regulations, Florida Statutes, State Board of Education rules, driving regulations, ~~School-school Board-board~~ policies, ~~District-district~~ safe driver plan and the adopted ~~District-district~~ job description.
- II. Responsibilities shall include, but not be limited to, the following:
 - A. To maintain an appropriate Florida driver's license.
 - B. To refrain from driving with an expired, suspended or revoked license.
 - C. To complete annual school bus operator training.
 - D. To participate in the substance abuse testing and alcohol detection program required by 49 CFR 382 and 49 CFR 391.
 - E. To refrain from using a cellular telephone or other wireless communications device while actively driving a bus.
 - F. To maintain order and discipline on the bus.
 - G. To instruct students, teachers, and chaperones who are being transported on field and activity trips regarding the locations and proper use of school bus emergency exits prior to each trip.
 - H. To perform a complete interior inspection of the bus after each run and trip to ensure that no students remain on the bus.
 - I. To ensure that no one is on the bus while refueling.
 - J. To avoid unnecessary idling of the bus while in the vicinity of students.
- III. Failure to fulfill the responsibilities of a school bus operator may result in disciplinary action up to and including dismissal.

STATUTORY AUTHORITY: 1001.41, 1012.22, 1012.23, F.S.

LAW(S) IMPLEMENTED: 316.305, 322.57, 1001.42, 1001.43, 1012.45, F.S.
49 CFR 382, 49 CFR 391

STATE BOARD OF EDUCATION RULE(S): 6A-3.0141, 6A-3.0171

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HISTORY:

ADOPTED: 06/05/07
REVISION DATE(S): 4/15/14
FORMERLY: NEW

NOTES:

PROBATIONARY STATUS FOR NON-INSTRUCTIONAL PERSONNEL

6.181

Upon initial employment, non-instructional employees shall serve a probationary period. If a collective bargaining agreement does not provide for the conditions of a probationary period then the following provisions shall govern the implementation of this policy:

- I. The probationary period shall begin the first day of regular employment.
- II. The probationary period shall be six (6) months in duration.
- III. Employment during the probationary period must be continuous for probation to be successfully completed.
- IV. The probationary period may be extended if;
 - A. the fingerprinting process is pending completion, or
 - B. the Superintendent or designee determines that an additional probationary period is needed.
- V. The Superintendent shall determine whether to continue the employee's employment for the duration of the contract year.
- VI. A probationary employee who is recommended for termination (~~non-renewed~~) shall not have rights of appeal nor have a written explanation.
- VII. Probationary non-instructional personnel shall be entitled the same benefits that are provided other employees in the same work position.

STATUTORY AUTHORITY:

1001.41; 1012.22; 1012.23, F.S.

LAWS IMPLEMENTED:

1001.43; 1012.40, F.S.

HISTORY:

**ADOPTED: 8/21/01
REVISION DATE(S):
FORMERLY: NEW**

NOTES:

Refer To: Classified Bargaining Agreement

CHAPTER 6.00 – HUMAN RESOURCES

PERSONAL BUSINESS ON SCHOOL TIME

6.301

No employee of the School ~~board~~Board may conduct personal business on school time except for emergencies approved by the principal, cost center head, or the Superintendent. School ~~Board~~board equipment or supplies shall not be used to conduct personal business or any other activity not connected with the school system. Violation of this rule shall be grounds for disciplinary action or dismissal.

STATUTORY AUTHORITY:

1001.41(2); 1001.42(6), 1001.43(11);
1012.22; 1012.23, F.S.

LAWS IMPLEMENTED:

1001.42; 1001.43(11); 1012.53, F.S.

HISTORY:

ADOPTED: 8/21/01
REVISION DATE(S):
FORMERLY: 3.102

NOTES:

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**INDEBTEDNESS CREATED AGAINST A SCHOOL OR THE
SCHOOL BOARD**

6.302

Any school employee or other person shall be personally liable for creating any bill of indebtedness against a school or against the School Board unless authority exists under duly adopted policy of the School Board or unless authorized in writing by the Superintendent. Any employee violating the provisions of this rule shall be subject to cancellation of his / her contract or dismissal from employment

STATUTORY AUTHORITY: 1001.41, 1001.42, 1012.23, F.S.

LAWS IMPLEMENTED: 1001.43, 1012.22, F.S.

~~**STATE BOARD OF EDUCATION RULES:** 6A-1.1012(1)~~

HISTORY: ADOPTED: 8/21/01
REVISION DATE(S): 4/22/04
FORMERLY: 3.106

NOTES:

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EMPLOYEES WITH WEAPONS

6.303

- I. No employee of the school system shall have a weapon in his or her own possession or in his/her vehicle while on school property or at a school activity.
- II. Guns, whether operable or inoperable, loaded or unloaded, facsimile weapons and antique weapons, may not be brought onto school property or to a school activity unless the staff member has prior approval of the building administrator and the purpose is clearly instructional (i.e.; civil war artifact) or it is a prop in a production.
- III. Any weapon confiscated from a student shall be immediately turned over to the principal who shall turn the weapon over to the proper authorities.
- IV. Authorized law enforcement officers may have weapons in their possession while on duty.

STATUTORY AUTHORITY:

790.115, 1001.41(2); 1001.43(11);
~~1012.22; 1012.23, F.S.~~

LAWS IMPLEMENTED:

~~1001.41; 790.06, 790.115, 1001.43, F.S.~~

HISTORY:

Adopted: 8/21/01
Revision Date(s):
Formerly: 3.135

NOTES:

CHAPTER 6.00 – HUMAN RESOURCES

PRIVATE INSTRUCTION AND TUTORING

6.304

A person offering private instruction for personal gain outside the regular duty day may ~~not use the school buildings or property for such purpose~~ and upon such terms as provided in Policy 9.30. unless approved by the School board.

- I. No member of the instructional or administrative staff shall be permitted to tutor, for pay, a student in school work with whom he is in any way directly professionally associated.
- II. Under no conditions may work done under a private tutor be accepted for credit, a grade, or for promotional purposes except as provided in the District's Student Progression Plan. ~~when a course is not offered or no certified teacher employed by the School Board is available to provide the instruction. The tutor and course must be approved as outlined in district procedure prior to the instruction in order for credit to be awarded.~~

STATUTORY AUTHORITY:

1001.41(2); 1001.42;
1012.22; 1012.23, F.S.

LAWS IMPLEMENTED:

1001.43, F.S.

HISTORY:

Adopted: 8/21/01
Revision Date(s):
Formerly: 4.107

NOTES:

Please Refer To: Instructional Bargaining Agreement

CHAPTER 6.00 – HUMAN RESOURCES

CONFLICT OF INTEREST

6.305

No ~~personnel-school board employee~~ shall be permitted to sell for personal gain any instructional materials or services to a student or to the parents or guardians of a student who is a member of his/her class or under his / her supervision unless authorized to do so by the Superintendent or his/her designee~~School Board sanctioned.~~

STATUTORY AUTHORITY: 1001.41(2); 1001.42(6); ~~1012.22~~1001.43(11); 1012.23, F.S.

LAWS IMPLEMENTED: 1001.43, F.S.

HISTORY: Adopted: 8/21/01
Revision Date(s):
Formerly: 4.117

NOTES:

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STAFF GIFTS AND SOLICITATIONS

6.306

A holiday or end-of-year token or genuine expression of appreciation to an employee is not forbidden, but any practice leading to organized or substantial gift-giving or acceptance is strongly discouraged. The School Board considers as always welcome and appropriate the writing of letters to staff members expressing gratitude or appreciation.

- I. School principals will make known to the faculty, parent groups, and students the Board's policy on gifts to employees. Faculty sponsors of student organizations and activities will also explain the policy to students.
- II. The principal will approve in advance all requests by student groups to purchase and present a gift to a sponsor or teacher.

STATUTORY AUTHORITY: 1001.41(2), 1001.42(6), 1001.43(11) F.S.

LAWS IMPLEMENTED: 112.313, 1001.42, F.S.

HISTORY: **ADOPTED: 05/07/02**
REVISION DATE(S): 1/20/12
FORMERLY: 3.131

NOTES:

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WIRELESS TELEPHONE USAGE

6.321

- I. The Department of ~~Telecommunications and Network Systems~~Information Technology will oversee contracts with vendors for wireless telephone services and establish procedures for wireless telephone usage. Purchases will be made in accordance with ~~School school Board board Policiespolicies~~. The Department of ~~Telecommunications and Network Systems~~Information Technology is responsible for the coordination of wireless telephone services for the School District.

- II. The expenditure of public funds for cellular phones or service shall be consistent with the provisions of Florida Statutes.

STATUTORY AUTHORITY: 1001.41, 1001.42, 1012.23, F.S.

LAW(S) IMPLEMENTED: 316.304, 1001.43, 1011.09, ~~1012.22~~, F.S.

HISTORY: ADOPTED: 12/11/01
REVISION DATE(S): 2/2/10
FORMERLY:

NOTES:
Refer to: Procedure 6.321-Wireless Telephone Usage

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LEAVE APPLICATION

6.501*

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. The principal or 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 school fiscal year for which such leave is granted.

~~A District employee having leave for the year or for the remaining part thereof, who plans to return to duty the next school fiscal year, shall send a copy of such notice to the administrative supervisor by March 1 of that fiscal year.~~

STATUTORY AUTHORITY:

1001.41, 1012.22, 1012.23, F.S.

LAWS IMPLEMENTED:

1001.43, 1012.66, F.S.

HISTORY:

ADOPTED: 8/21/01
REVISION DATE(S): 10/6/09
FORMERLY: 3.113

NOTES:

Please Refer To: Human Resources Procedures Manual

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APPROVAL OF LEAVES

6.502*

All requests for leave shall be submitted on the proper form and shall be approved either by the School Board or the Superintendent as provided herein:

- I. The following types of leave require approval of the School Board:
 - A. Maternity Leave
 - B. Military Leave
 - C. Personal Leave, if unpaid
 - D. Leave to seek political office
 - E. Professional Leave
 - F. Child Care Leave
 - G. Leave for Union Officers
 - H. Unpaid Medical Leave

- II. The Superintendent or his/her designee is authorized to grant the following types of leave:
 - A. Paid Sick Leave
 - B. Paid Personal Leave
 - C. Annual Vacation Leave
 - D. Jury Duty assignment
 - E. Illness-in-line-of-Duty Leave
 - F. Witness Duty absence
 - G. Temporary Duty
 - H. Civic Duty
 - I. Leave for Legal Commitments and Transactions
 - J. Worker's Compensation Leave

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- K. Family and Medical Leave
- L. Leave in Excess of Earned Leave.

STATUTORY AUTHORITY: 1001.41, 1012.22, 1012.23, F.S.

LAW(S) IMPLEMENTED: 1001.43, 1012.22, 1012.61,
1012.63, 1012.64, 1012.66, F.S.

STATE BOARD OF EDUCATION RULE(S): 6A-1.080, 6A-1.081,
6A-1.082

HISTORY: ADOPTED: 08/21/01
REVISION DATE(S): 07/13/04, 06/06/06, 11/12/07
FORMERLY: 3.105, 3.116, 3.117, 3.118,
3.119, 3.120, 3.122, 4.118, 4.119, 4.121

NOTES:
Refer to: Instructional and Classified Bargaining Agreements

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ABSENCE WITHOUT LEAVE

6.511*

~~Administrative and instructional~~ Instructional - Any member of the administrative or instructional staff who is willfully absent from duty without leave shall forfeit compensation for the time of the absence and the employee's contract shall be subject to cancellation by the School Board. ~~In addition, such absence without leave shall interrupt continuity of service.~~

Non-instructional - Any other employee who is willfully absent from duty without leave shall be subject to dismissal from employment and shall forfeit compensation for the time of the absence.

STATUTORY AUTHORITY:

1001.41; 1012.22; 1012.23, F.S.

LAWS IMPLEMENTED:

1001.43; 1012.33;
1012.66; 1012.67, F.S.

HISTORY:

Adopted: 8/21/01
Revision Date(s):
Formerly: 3.114

NOTES:

Refer To: Instructional and Classified Bargaining Agreements

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**EFFECTIVE DATE FOR LEAVE, SUSPENSION OR
TERMINATION**

6.521*

The effective date of any employment termination ~~or unpaid leave of absence~~ shall be the ~~first~~ last day on which a ~~School-school Board-board appointed~~ employee is ~~not paid~~ compensated within that employee's scheduled work year, unless otherwise provided herein. ~~The effective date of any unpaid leave of absence shall be the first day on which a school board appointed employee is not compensated within that employee's scheduled work year.~~ The effective date of any suspension or paid leave of absence shall be the first day on which a ~~School-school Board-board~~ employee does not work.

- I. The following provisions apply to paid benefits for a holiday(s):
 - A. An employee who terminates employment and does not work on the first day following a holiday(s) shall not receive pay for the holiday(s). The termination date shall be considered the last work day on which the employee is paid prior to the holiday(s).
 - B. An employee, ~~to earn holiday pay may not be on an uncompensated leave either the day before or day after the holiday.~~ will not earn holiday pay if they are on a board-approved unpaid leave of absence at the time of the paid holiday or they are in an unpaid status for the entire pay period encompassing the holiday.

STATUTORY AUTHORITY: 1001.41; 1012.22; 1012.23, F.S.

LAWS IMPLEMENTED: 1001.43; 1011.60; 1012.22, F.S.

HISTORY: Adopted: 8/21/01
Revision Date(s): 11/6/01
Formerly: New

NOTES:

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DEFERRED RETIREMENT OPTION PROGRAM (“DROP”)

6.531

The Deferred Retirement Option Program (DROP) as defined in chapter 121, Florida Statutes, is an alternative method of deferred payment of retirement benefits for up to 60 months after an eligible member of the Florida Retirement System reaches his/her normal retirement date but wishes to continue employment with a Florida Retirement System employer. (Instructional employees as defined by Florida Statute 1012.01(2)(a-d), may have the opportunity to extend their DROP date up to 36 additional months at the discretion of the Superintendent). In order to participate, the employee must submit a binding letter of resignation, establishing a deferred termination date. DROP will allow the participant to defer all retirement benefits payable during the DROP period. Upon termination of DROP, the participant will receive the DROP benefits and their regular retirement benefits under Chapter 121, Florida Statutes.

- I. Participation in DROP. All members of the Florida Retirement System are eligible for DROP. Members electing to participate in DROP must meet the eligibility and timeline requirements outlined in Florida Statute.
- II. Sick and Vacation Leave:
 - A. An employee participating in DROP will have an amount deposited into their BENCOR Special Pay Plan account equal to the daily rate of pay of the employee multiplied by those percentages as outlined in Florida Statutes, Chapter 1012.61(2) of the employee’s accumulated sick leave days, not to exceed 180 days, unless changed by future negotiations or law. Terminal sick leave will be deposited either upon entering the DROP program or upon final separation of service subject to Internal Revenue Service contribution limits. Any excess amount will be paid to the participant, subject to all applicable taxes.
 - B. Sick leave will be earned during DROP as prescribed by state statutes.
 - C. An employee participating in DROP shall be entitled to terminal pay for accrued vacation leave not to exceed 60 days or as prescribed by Florida Statutes. Hours in excess of the legal limit will remain in the employee’s accrual. There will be no second pay off of vacation days when the employee subsequently separates from service. The employee may use any remaining accrued days for vacation purposes. Payment will be made as a lump sum distribution at the time of enrollment in DROP. Vacation leave will be deposited into a BENCOR Special Pay Plan subject to Internal Revenue Service contribution limits. Any excess amount will be paid to the participant subject to all applicable taxes. The participant does not have access to ~~Plan~~ plan contributions until the end of the DROP – other than through loan provisions.

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STATUTORY AUTHORITY: 1001.41(2); 1001.42; 1012.61, F.S.

LAWS IMPLEMENTED: 121.091(13); 1001.43, F.S.

HISTORY: Adopted: 8/21/01
Revision Date(s): 05/07/02, 05/06/03, 7/13/04, 07/21/15
Formerly: New

NOTES:

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ANNUAL/VACATION LEAVE

6.541*

- I. All full-time employees working on a twelve-month basis shall earn vacation leave as follows:

Continuous and Creditable Service	Vacation Leave Earned
Through sixty (60) months	1/2 day per month (6 days per year)
Sixty one (61) through one hundred twenty (120) months	3/4 days per month (9 days per year)
Over one hundred twenty (120) months	1 days per month (12 days per year)

- II. Vacation time accumulation shall be limited to no more than 60 days. At June 30th of each year, any accrual of vacation time in excess of 60 days will be forfeited. The increased vacation rate starts with the calendar month following the month the employee completes the fifth (5th) or tenth (10th) year of continuous service.

- III. An employee's approval for vacation leave will be determined by the employee's immediate ~~administrator~~ supervisor based on consideration of the work schedule.

~~IV. Terminal pay of vacation leave shall be capped at sixty (60) days or five hundred (500) hours, whichever is greater upon early or normal retirement in accordance with the Florida State Retirement System Rules through 6/30/03. Effective 7/1/03 all vacation leave terminal pay will be capped at 60 days.~~

- V-IV. Requests for utilization of accrued vacation time shall be submitted in writing to the employee's immediate supervisor two (2) weeks in advance, except in cases of an emergency nature.

STATUTORY AUTHORITY: 1001.41; 1012.22; 1012.23, F.S.

LAWS IMPLEMENTED: 1001.43; 1012.22; 1012.62; 1012.66, F.S.

STATE BOARD OF EDUCATION RULES: 6A-1.082

HISTORY: **ADOPTED:** 8/21/01
REVISION DATE(S): 6/7/02, 07/21/15
FORMERLY:

NOTES:

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FAMILY AND MEDICAL LEAVE

6.542*

All provisions of this section shall be interpreted so as to comply with the requirements and definitions of the Family and Medical Leave Act of 1993, and any applicable implementing regulations. No provisions in this policy shall operate to limit or reduce leaves provided under other ~~Board-board~~ policy or collective bargaining agreements. When authorized pursuant to this policy, employees will be granted leaves of absence. The leave will be without pay, unless pay is specifically authorized pursuant to another leave policy. During the FMLA leave, the Board will pay the cost of maintaining the employee's medical insurance, including vision and dental benefits.

- I. Employee Eligibility - Any employee who has worked for the Sarasota County School District for at least twelve (12) months and for at least 1,250 hours during the year preceding the start of the leave, is eligible. Instructional personnel employed full time for at least one year shall be presumed to have worked at least 1,250 hours unless the Board shows otherwise.
- II. Reasons for Leave - Eligible employees shall be granted FMLA leave:
 - A. To care for the employee's child after birth, or following placement for adoption or foster care;
 - B. To care for the employee's spouse, son or daughter, or parent who has a serious health condition;
 - C. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job; or
 - D. Any qualifying exigency that arises because the spouse, son, daughter or parent of an employee is a service member serving with the Armed Forces; a veteran of the Armed Forces, National Guard or Reserves; or on active duty or has been notified of an impending call or order to active duty as a member of the National Guard or Reserve or a retired member of the Regular Armed Forces or Reserve in support of a contingency operation.
- III. An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member is entitled to a total of twenty-six (26) weeks of leave during a twelve (12) month period to care for the service member. This leave is available only during a single twelve (12) month period. Entitlement for military caregiver leave applies on a per covered service member, per injury basis
- IV. During the single twelve (12) month period described in section II., an eligible employee is entitled to a combined total of twenty-six (26) weeks of leave under the provisions of sections I- and II. This does not limit the availability of leave under section I- during any other twelve (12) month period.

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- V. Leave Entitlement - An eligible employee is entitled to take up to a total of twelve (12) workweeks of FMLA leave in a 12-month period to be measured backward from the date the employee uses FMLA leave. Each time leave is taken, the amount available is the balance of twelve (12) weeks which has not been used during the immediately preceding twelve (12) months.
- VI. Intermittent Leave for Planned Medical - FMLA leave may be taken intermittently whenever it is medically necessary to take care of a seriously ill spouse, child or parent of the employee, or because of the employee's own serious health condition making the employee unable to work. Intermittent leave may be taken in increments of one or more days or partial days. Certification of the need for intermittent leave, and the leave schedule, shall be provided by the health care provider. Employees needing intermittent FMLA leave must attempt to schedule their leave so as to minimize disruption to the District's operations. The District may assign an employee to an alternative position on a temporary basis with equivalent pay and benefits that better accommodate the employee's intermittent leave schedule. Intermittent FMLA leave must be requested by the employee in writing at least thirty (30) days in advance, or as soon as is practicable.
- VII. Maintenance of Group Medical Insurance - The Board shall maintain an employee's medical insurance coverage during FMLA leave to the same extent coverage was provided to the employee prior to taking FMLA leave, for a period not to exceed twelve (12) weeks during the applicable twelve (12) month period. Premiums which had been paid by the employee during the FMLA leave for any independent coverage must continue to be paid by the employee during the FMLA leave period. If dependent coverage premiums are not paid, that insurance will lapse. However, it may be reinstated when the employee resumes work. No waiting period will be required, and there will be no exclusion of medical conditions which arose during the time the insurance was lapsed.
- VIII. Notice - Employees must request FMLA leave in writing, directed to the Personnel-Department of Human Resources, at least thirty (30) calendar days in advance, or as early as is practicable. The time for the start of the leave may be delayed for up to thirty (30) days for failure to provide timely notice.
- IX. Job Restoration - Upon return from FMLA leave, an employee shall be restored to the same or an equivalent position. An equivalent position must be at the same pay, benefits, and working conditions, include the same privileges, prerequisites and status, and involve the same or substantially similar duties and responsibilities. The equivalent position must be located at the same or at a geographically proximate work site unless the employee has requested a transfer.
- X. Failure to Return - At the start of any FMLA leave, the employee must state whether he/she intends to return at the end of the leave. If the employee does not intend to return, the employee will be deemed to have resigned voluntarily and no FMLA benefits will be provided. If the employee states that he/she

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intends to return and then fails to return, the employee must promptly reimburse the Board for the cost of insurance provided by the Board during the leave. If the employee fails to do so, the Board may take legal action to recover the premiums paid. The Board may require the employee to affirm their intent to return, every thirty (30) days during the leave. If the employee does not intend to return, the employee is not eligible for FMLA benefits. If a person receives FMLA benefits and is later found to be ineligible, the months of FMLA benefits received will be regarded as part of the person's period of eligibility for COBRA insurance continuation.

- XI. **Employment of Spouses** - When both husband and wife are employed by the Board, only a combined total of twelve (12) weeks of leave during any twelve (12) month period is permitted, if the leave is taken to care for a child after birth or to care for a child after placement for adoption or foster care.
- XII. **Application of Paid Leave** - Employees are required to use paid accrued sick leave, including sick leave bank benefits if available as part of any FMLA leave taken because of a serious health condition of the employee or of the employee's parent, child or spouse. Employees are required to use accrued vacation and personal days as part of any other type of FMLA leave.
- XIII. **Medical Certification** - Employees requesting FMLA leave due to a serious health condition of the employee or of the employee's spouse, child or parent, are required to submit a certification from a health care provider, verifying that the leave is medically necessary. Form WH-380 shall be used. The Board may require an employee to obtain a second medical certification, at the Board's expense. If the opinions of the first and second health care provider differ, the Board may require a third medical certification, again at the Board's expense from a health care provider selected by the employee from a list maintained by the Risk Manager. The third opinion shall be final and binding.
- XIV. **Fitness-for-Duty Certification** - As a condition of reinstatement of an employee who has taken FMLA leave due to the employee's serious health condition, the employee is required to provide certification from the employee's health care provider that the employee is able to resume work, and is fit for duty. If the FMLA leave is taken because of an injury covered by Worker's Compensation Benefits, and the employee has reached maximum medical improvement, the Board will place the employee in a light duty position which the employee is able to perform. If the employee prefers instead, to take FMLA leave, he/she may do so. However, no Worker's Compensation Wage Loss Benefits will be paid to an employee who rejects a light duty position.

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STATUTORY AUTHORITY: 1001.41, 1012.22, 1012.23, F.S.

LAWS IMPLEMENTED: 1001.43, 1012.66, F.S.
THE FAMILY AND MEDICAL LEAVE ACT OF 1993;
PART 825 OF THE CODE OF FEDERAL REGULATIONS,
TITLE 29, U.S. DEPARTMENT OF LABOR,
EMPLOYMENT STANDARDS ADMINISTRATION,
WAGE AND HOUR DIVISION

HISTORY: ADOPTED: 8/21/01
REVISION DATE(S): 9/15/08; 3/20/09; 2/15/11
FORMERLY: New

NOTES:
Refer To: Instructional and Classified Bargaining Agreements

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ILLNESS-OR-INJURY-IN-LINE-OF-DUTY LEAVE

6.543

- I. Any full time regular employee shall be entitled to illness-or-injury-in-line-of-duty leave for a period not to exceed ten (10) school days during any school year when he/she has to be absent from work because of a personal injury received in the discharge of his/her duties or because of illness from any contagious or infectious disease contracted in the performance of his/her duties. Illness-in-line-of-duty leave is intended to deal with the illnesses normally known as childhood diseases; such as, mumps, measles, and chicken pox. This leave does not include normal adult illnesses such as colds and influenza. This leave is noncumulative.
- II. In order to be considered for injury-in-line-of-duty leave, the following conditions shall be met:
 - A. The employee must provide written testimony or evidence that his/her injury was received in the line of duty.
 - B. The employee must supply a letter from a medical doctor, who treated the patient, stating that in his/her opinion, there is a strong probability that the illness was contracted at the work site.
 - C. The employee must file a written claim as outlined below.
- III. The employee who has claim for compensation while absent because of injury or illness incurred as prescribed herein shall file a claim in the manner prescribed by law within five (5) working days following the employee's return from such absence.~~by the end of the school month during which the absence has occurred.~~

The Board may approve such claims and authorize the payment in accordance with the provisions of law.

- IV. ~~Leave for any employee, as prescribed by law, shall be authorized for a total not to exceed ten (10) work days during any school fiscal year for an illness contracted or any injury sustained in the line of duty, or a total of ten (10) days for the same illness or injury. The~~ An employee granted such leave is entitled to full net pay status for a period not to exceed ten (10) working days. If the employee is unable to resume work at the end of a ten (10) work day period, he/she may elect to use accrued sick leave and receive salary payments. The combined leave used and disability benefit will not exceed the employee's daily rate of pay.

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STATUTORY AUTHORITY: 1001.41, 1012.22, 1012.23, F.S.

LAW(S) IMPLEMENTED: 1001.43, 1012.61, 1012.63, 1012.66, 1012.69, F.S.

STATE BOARD OF EDUCATION RULE(S): 6A-1.080

HISTORY: **ADOPTED: 08/21/01**
REVISION DATE(S):
FORMERLY: 3.105

NOTES:

CHAPTER 6.00 – HUMAN RESOURCES

JURY/WITNESS DUTY

6.544*

- I. An employee of the School Board who is summoned as a member of a jury panel may be granted temporary duty leave. Any jury fees may be retained by the employee. The Board shall not reimburse the employee for meals, lodging, and travel expenses incurred while serving as a juror.
- II. An employee who is subpoenaed as a witness, not involving personal litigation, may be granted temporary leave. Any witness fees may be retained by the employee. The Board shall not reimburse the employee for meals, lodging, and travel expenses incurred while serving as a witness.
 - A. When an employee is subpoenaed in line of duty to represent the Board as a witness or defendant, he/she may be granted temporary duty leave, since his/her appearance in such cases shall be considered a part of his/her job assignment. The employee may retain any fees received from the court. In the event no fees are received from the court, he/she may be paid per diem and travel expenses.
 - B. In no case shall temporary duty leave with pay be granted for court attendance when an employee is engaged in personal litigation. In such cases, an employee may request personal leave.

STATUTORY AUTHORITY:

1001.41, 1012.22, 1012.23, F.S.

LAW(S) IMPLEMENTED:

40.24, 40.271, 1001.43, 1012.66, F.S.

HISTORY:

ADOPTED: 8/21/01
REVISION DATE(S): 11/12/07
FORMERLY: 3.118

NOTES:

CHAPTER 6.00 – HUMAN RESOURCES

MILITARY LEAVE

6.545*

This policy implements and responds to Florida Statutes 115.01, 115.07, 115.09, and 115.14, as they relate to attendance and military leave. It is the policy of the School Board of Sarasota County to grant leave to ~~Board-board~~ Appointed-appointed employees who serve in the military, both active and reserve, in accordance with Federal and Florida State law. Duration of such leave and entitlements to compensation and reinstatement will depend on the type and duration of military service performed. All such leave will be considered as credible service toward earning higher annual leave credit.

- I. Military Leave - This provision applies to those employees who are drafted or volunteer for active military service. It does not apply to those who are commissioned reserve officers or reserve enlisted personnel.
 - A. Duration - These employees will be granted military leave beginning the date of induction and ending not later than one year after date of separation. These ~~Leaves-leaves~~ of ~~Absence-absence~~ will be verified by official military orders and a copy will be placed in the employees personnel file.
 - B. Pay and Entitlements - To the extent a draft occurs during an employee's work year, the first 30 days of leave will be "with full pay and benefits" - the remainder authorized leave without pay. For absences in excess of 30 days, upon request by the employee and approval of the supervisor, absences may be covered by annual leave, accrued compensatory leave, or personal holiday. If not requested or approved, such absences in excess of 30 days will be approved as leave without pay. All unused leave benefits will be retained by the employee - these benefits will be credited to the employee upon return to his/her assigned position. For those drafted, upon return from military ~~Serviceservice~~, the School Board will make applicable retirement contributions, for the initial period of service. Health insurance benefits will remain unchanged while in a paid status. Thereafter the School Board will provide access to medical coverage through COBRA. Health insurance coverage, including dependents if elected, will be immediately restored upon reemployment with the School Board, without pre-existing conditions exclusions or waiting periods.
 - C. Reinstatement - Positions left vacant by employees on leave may be filled by employees with temporary, substitute, or permanent status. Upon separation from the military the employee is eligible to return to the former position held or a different position in the same class in the same geographic location.

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- II. Reserve and National Guard Training Leave - This provision applies to those employees who are commissioned reserve officers or reserve enlisted personnel, or are members of the National Guard.
- A. Duration - These employees will be granted military leave on all days during which the employee is ordered to active or inactive duty for training. These ~~Leaves~~leaves of ~~Absence~~absence will be verified by official military orders and a copy will be placed in the employees personnel file. These employees will not be required to work or use accrued personal leave on days during which they are engaged in training under official orders.
- B. Pay and Entitlements - Whether continuous or intermittent, such leave with pay will not exceed two hundred forty (240) working hours in any one year (Oct 1-Sep 30). For absences in excess of two hundred forty (240) working hours, upon request by the employee and approval of the supervisor, absences may be covered by annual leave, accrued compensatory leave, or personal holiday. If not requested or approved, such absences in excess of two hundred forty (240) working hours will be approved as leave without pay. Employees will not receive compensation for days of National Guard or Reserve Training performed when not in a "pay for work" status (Example: a 10 month employee who attends training in July will normally not receive compensation.)
- III. National Guard State Service Leave - This provision applies to those employees who are members of the Florida National Guard and who are recalled to ~~State~~state ~~Service~~service (this provision does not include those who voluntarily elect active duty ~~Services~~service).
- A. Duration - These employees will be granted military leave during periods in which the employee is ordered to active state service by the Governor of Florida, pursuant to Chapter 250, Florida Statutes. These ~~Leaves~~leaves of ~~Absence~~absence will be verified by official military orders and a copy will be placed in the employees personnel file.
- B. Pay and Entitlements - Such leave, with pay, will not exceed 30 days at a time - and then only to the extent the recall occurs during an employee's work year. For absences in excess of 30 days, upon request by the employee and approval of the supervisor, absences may be covered by annual leave, accrued compensatory leave, or personal holiday. If not requested or approved, such absences in excess of 30 days will be approved as leave without pay.
- IV. Active Military Service Leave - This provision applies to those employees who are commissioned reserve officers or reserve enlisted personnel in the US military or members of the National Guard ordered to active duty under Title 10, USC, Section 673b, not active duty training.

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- A. Duration - These employees will be granted military leave beginning the day they are ordered to active duty and ending up to 31 days after date of release from military service. These ~~Leaves~~ ~~leaves~~ of ~~Absence~~ ~~absence~~ will be verified by official military orders and a copy will be placed in the employees personnel file.
- B. Pay and Entitlements - The first 30 days of leave will be "with full pay and benefits"—the remainder authorized leave without pay. For absences in excess of 30 days, upon request by the employee and approval of the supervisor, absences may be covered by annual leave, accrued compensatory leave, or personal holiday. If not requested or approved, such absences in excess of 30 days will be approved as leave without pay. In those cases where the recalled military member loses pay as a result of the recall (that is, the sum of all monthly military pay and allowances is less than the employees monthly base pay) the Board will make up the difference in pay in the form of supplemental wages, for the duration of the recall, beginning with the second month of the recall or whenever the employee begins a "leave without pay" status, whichever comes later. This portion of this policy is retroactive back to September 11, 2001, and applies to those employees in an appointed status as of the approval date of the change. In order to qualify for supplemental wages, the employee must produce a copy of a Military Leave and Earnings Statement for each month for which he/she is entitled to these wages. The Board will then compare the full military pay package (~~Basic~~ ~~basic~~ ~~Pay~~ ~~pay~~, ~~Allowances~~ ~~allowances~~ for ~~Housing~~ ~~housing~~, ~~Subsistence~~ ~~subsistence~~, ~~Clothing~~ ~~clothing~~, ~~Family~~ ~~family~~ ~~Separation~~ ~~separation~~, ~~Sea~~ ~~sea~~ ~~Pay~~ ~~pay~~, ~~Flight~~ ~~flight~~ ~~Pay~~ ~~pay~~, ~~Incentives~~ ~~incentives~~ and ~~Special~~ ~~special~~ ~~Pay~~ ~~pay~~s, ~~Hazardous~~ ~~hazardous~~ ~~Duty~~ ~~duty~~ ~~Pay~~ ~~pay~~, and other such pay and allowances) to the employee's monthly base compensation at the time the employee is called to active military duty (salary or hourly wage equivalent plus educational, lead or other full year supplements and shift differentials) paid by the Board. If the employee is deployed such that he/she would lose longevity but is otherwise entitled, the Board will add the monthly value of the appropriate longevity to base pay, as defined above, to calculate the total ~~School~~ ~~school~~ ~~Board~~ ~~board~~ compensation. A comparison will then be made of the two compensation packages. When the School Board package exceeds the military package, the employee will qualify for supplemental wages equal to the difference. All unused leave benefits will be retained by the employee—these benefits will be credited to the employee upon return to his/her assigned position. Additionally, these employees are entitled to participate in insurance and other state benefits programs. Upon return from military ~~Service~~ ~~service~~, the School Board will make applicable retirement contributions, for the initial period of service. Health insurance benefits will remain unchanged while in a paid status. Thereafter the School Board will provide access to medical coverage through COBRA. Health insurance coverage, including dependents if elected, will be immediately restored upon reemployment with the School Board, without pre-existing conditions exclusions or waiting periods.

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- C. Reinstatement - Positions left vacant by employees on leave may be filled by employees with temporary, substitute, or permanent status. Upon release from active duty the employee is eligible to return to the former position held or a different position in the same class in the same geographic location.

STATUTORY AUTHORITY: 1001.41, 1012.22, 1012.23, F.S.

LAW(S) IMPLEMENTED: 115.07, 115.09, 115.14, 121.111, 250.341, 1001.43, 1012.66, F.S.

STATE BOARD OF EDUCATION RULE(S): 6A-1.080

HISTORY: ADOPTED: 08/21/01
REVISION DATE(S): 08/19/03; 2/5/08; 2/15/11
FORMERLY: 3.117

NOTES:

Refer To: Instructional and Classified Bargaining Agreements

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PERSONAL LEAVE

6.546*

- I. Paid Personal Leave - Each employee shall be provided six (6) days to be used for the employee's personal business or emergencies. A personal leave day may be used for any purpose at the discretion of the employee.
 - A. An employee planning to use a personal leave day or days shall notify his/her principal at least forty-eight (48) hours in advance, except in case of emergency. An employee requesting a personal day for a work day immediately preceding or following Thanksgiving Recess, Winter Recess, Martin Luther King Day, President's Day, Spring Recess, Memorial Day, or the last day of student attendance must receive prior approval at least one week in advance from his or her cost center head, which leave may be denied due to the lack of available substitutes.
 - B. Such personal leave shall be charged to sick leave and not be cumulative.
 - C. Leave forms shall be available at the school offices, and they should be completed as soon as reasonable.
 - D. "Personal Leave" shall be adequate explanation for such leave.
 - E. The employee upon return to duty shall fill out the standard leave form explaining the emergency in those cases where less than forty-eight (48) hours' notice has been given.
- II. Unpaid Personal Leave - Employees shall make written application for such leave without compensation. Personal leave shall terminate at the end of the contractual period. Personal leave may be granted at the discretion of the School Board as hereinafter provided:
 - A. Family-Maternity Leave - Any employee of the Board, who fills a regularly established position, will be granted maternity leave without pay provided a written application for leave accompanied by a statement verifying the pregnancy is submitted. Such leave shall not exceed the balance of the school fiscal year in which the child is born.
 - B. Parental Leave - Any employee of the Board, who fills a regularly established position, may be granted parental leave for the contract year for the purpose of child-rearing.
 1. An employee who has parented a child may apply for parental leave per the collective bargaining agreement.
 2. An employee may apply for a leave of absence upon the placement of a child pending his/her adoption~~on the event of his/her adoption of a child~~, provided such leave shall not exceed the balance of the

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school fiscal year in which such adoption shall occur, and provided a written application for such leave is submitted to the employee's immediate supervisor within two (2) calendar weeks after approval for adoption by the recognized agency or source.

3. In all instances herein where a leave of absence shall extend beyond one (1) school fiscal year, re-application shall be made in accordance with the rules of the Board.

C. Leave Related to Domestic or Sexual Violence

1. An employee, who has been employed by the District for at least three (3) calendar months, may request and shall be granted up to three (3) days of unpaid personal leave within a twelve (12) month period if he/she has been a victim of domestic or sexual violence or if a family or household member has been a victim of domestic or sexual violence.
2. The leave must be used for one or more of the following purposes:
 - a. To seek an injunction for protection against domestic violence or for protection in cases of repeat violence, dating violence or sexual violence;
 - b. To obtain medical care and/or mental health counseling for the employee or a family or household member;
 - c. To obtain services from a victim-services organization;
 - d. To make the employee's home secure from the perpetrator or to seek new housing; and/or
 - e. To seek legal assistance related to the violence.
3. All records related to such leave will be considered confidential.
4. This leave shall be noncumulative and shall be requested in advance except in the case of an emergency.
5. If an employee elects to be on paid leave, he/she may request personal leave chargeable to sick leave provided that the employee is eligible to be on such leave or he/she may request annual (vacation) leave provided that the employee accrues annual leave and has an annual leave balance.

D. Leave for political campaigning -

An employee who has filed for election to a political office and who desires personal leave for political reasons shall file an application for

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leave. The School Board may grant such personal leave without pay for a period not to exceed thirty (30) calendar days prior to the election.

D.E. Each extended leave-without-pay request shall be considered on its own merit by the School Board. Return from leave is contingent on there being a vacant position in the system which the employee is qualified to fill. Requests for extended leave to take another position for salary shall be denied unless there are extenuating circumstances that are acceptable to the Board. For bargaining unit employees, the procedures for requesting and returning from leave shall be governed by the appropriate collective bargaining agreement.

STATUTORY AUTHORITY: 1001.41, 1012.22, 1012.23, F.S.

LAW(S) IMPLEMENTED: 741.313, 1001.43, 1012.61, 1012.66, F.S.

HISTORY: ADOPTED: 8/21/01
REVISION DATE(S): 4/7/09
FORMERLY:

NOTES:

Please Refer To: Instructional and Classified Bargaining Agreements

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PROFESSIONAL LEAVE

6.547*

A leave of absence without salary for professional improvement may be authorized by the Board, in its sole discretion, for any ~~administrator or supervisor~~ employee.

- I. At the end of a leave, an employee may request another leave of absence, the granting of which shall be at the sole discretion of the Board.
- II. Application for such leave shall be submitted to the Superintendent not later than sixty (60) days prior to the start of the leave.
- III. Experience credit on the salary schedule in the amount authorized in the leave shall be granted upon the employee's return from leave if he/she has engaged in related studies at an accredited university or he has served in a capacity similar to one he/she occupies in the Sarasota County School System. No experience credit will be granted for any year in which the employee does not work or participate in the leave as approved one day more than one-half of the regular contract year.
- IV. Upon return from such leave, the employee shall be returned to his/her former position, if available, or to a substantially similar position for which the employee is fully qualified and certified if such similar position is available. If no such position is available, the employee shall be placed upon the preferential recall list and shall be placed in the first open substantially similar position for which he/she is fully certified, or, in the case of a bargaining unit employee, the employee will be placed back into a position pursuant to the procedures established in the relevant collective bargaining agreement.

STATUTORY AUTHORITY:

~~230.22(2);~~
230.23(17), 1001.42(2), 1001.43(11), 1012.22, 1012.23, F.S.

LAWS IMPLEMENTED:

~~230.23005(14);~~
231.39, 1012.22, 1012.66, F.S.

STATE BOARD OF EDUCATION RULE:

6A-1.081

HISTORY:

ADOPTED: 08/21/01
REVISION DATE(S):
FORMERLY: 4.121

NOTES:

Refer To: Instructional and Classified Bargaining Agreements

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SICK LEAVE

6.549*

- I. ~~Definitions: "Sick Leave" shall be defined granted when a full-time employee is unable to perform his or her duty on account of as personal illness or disability of the employee, or illness or death of a member of his immediate family. "Immediate family" shall be defined as a spouse, parent, child, brother, sister, grandparent, parent-in-law, sister-in-law, brother-in-law, other close relative, or member of his own household-sickness, accident disability, or extended personal illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of his or her own household and consequently has to be absent from work.~~
- II. Transfer of Sick Leave: The transferring in of sick leave from previous employment outside of the Sarasota County School District is not permitted.
- III. ~~Instructional Staff:~~ Each full-time instructional employee is entitled to four (4) days of sick leave as of the first day of employment of each current year and, thereafter, is credited with one additional day of sick leave at the end of each month of employment. All other employees shall be credited with four (4) days of sick leave at the end of the first month of employment of each contract year and shall thereafter be credited for one (1) day of sick leave for each month of employment which shall be credited to the employee at the end of the month and which may not be used before it is earned and credited to the employee. However, no employee may earn, during a fiscal year, more than a total of one day of sick leave for each month of employment.
- IV. Sick Leave Cap for Terminal Pay at Early or Normal Retirement or Upon Death: The sick leave cap is one hundred eighty (180) days. Also see School Board Rule 6.912. Effective July 1, 2004, the time charged against accumulated sick leave prior to retirement shall be that leave initially accumulated after July 1, 2004, on a first-in- first-out basis.
- V. ~~An employee may authorize the transfer of some or all of his or her accumulated sick leave to his or her spouse, child, parent or sibling, who is also an employee of The School Board of Sarasota County. This transfer of sick leave is voluntary on the part of the donating employee. Sick leave may only be transferred to those family members specified above and may not be transferred between non-related employees. Sick leave may only be transferred when the receiving employee has fully exhausted his or her existing sick leave accrual (excluding sick leave bank days) and must be utilized at the time of transfer. Sick leave may only be transferred while the family member is on approved sick leave status. This transfer may occur across bargaining units.~~

STATUTORY AUTHORITY:

1001.41 (2); 1001.42. F.S.

LAWS IMPLEMENTED:

1001.43; 1012.66; 1012.61, F.S.

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HISTORY:

Adopted: 8/21/01
Revision Date(s): 05/07/02, 09/07/04
Formerly: 4.118; 5.108

NOTES:

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SICK LEAVE BANK

6.911

I. Membership.

An employee, having been employed by the Board for at least one year and having at least ten (10) days accrued sick leave as of date of application for membership, may enroll in the sick leave bank by voluntarily contributing a newly earned (eleventh) sick leave day to the bank prior to October 31 of any given school year. Each employee may not contribute more than one sick leave day except as hereafter provided. Sick leave days donated to the bank by employees will not be returned to employees except as hereafter provided.

II. Duration and Replenishment.

- A. When the number of unused sick leave days in the bank is reduced to thirty percent (30%) of the number of members of the bank, the bank will be replenished in the following manner:
1. During the two (2) month period following the date when the bank reaches the thirty percent (30%) point, each member will have one (1) day deducted from his/her personal sick leave account and deposited to the bank.
 2. A member who chooses to no longer participate in the bank shall notify the committee in writing of his/her withdrawal and will not be able to withdraw any sick leave already contributed to the bank.
 3. A member who chooses to continue participating in the bank will contribute one-half (1/2) day of accrued sick leave to the bank.
 4. A member drawing from the bank or in the twenty (20) days waiting period, as hereafter provided, at the time the bank reaches the thirty percent (30%) point, may choose to continue participating in the bank by contributing the next one (1) day of accrued sick leave to the bank, regardless of whether or not it is earned within the two (2) month period set forth in subsection ~~B-A~~ 1 above.

III. Administration.

- A. The sick leave bank will be administered by the Human Resources Office. Forms may be obtained by participating employees from the Human Resources Office.
- B. An overview committee will be formed to review the administration of the bank and determine eligibility.

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- C. The committee will be composed of two (2) voting representatives appointed by the Superintendent, two (2) voting representatives appointed by the Union, and one (1) ex officio representative appointed by the Superintendent. This person shall act as chairperson of the committee.

VI. Benefits.

- A. In the event a member of the bank suffers a catastrophic illness, accident, or injury (i.e., one causing the member to be unable to work for a prolonged period of time for which he/she is not receiving Worker's Compensation benefits) ~~for which they are~~ he/she may apply for the benefits specified below. In the case of physical illness, a licensed medical doctor will be required to attest to the total disability of the employee. In the case of mental illness, the illness must be verified and disability attested to by a duly licensed psychiatrist. In either instance, the medical doctor or psychiatrist will include the appropriate diagnostic category. Prior to returning to duty, the disabled employee must provide verification from the physician or psychiatrist (in case of mental illness) stating that they are able to return to work on the approved form. The member shall receive paid leave from the bank in the following manner:
1. All accumulated sick leave of the member must first be expended.
 2. Before the first benefits for a member can be drawn from the bank, the member must undergo an unpaid leave of twenty (20) continuous work days. However, the member may choose to use accrued vacation days as part of the twenty (20) day period.
 3. Each time a member wishes to draw benefits from the bank, an application must be made to the bank, submitting medical certification and justification for the protracted leave. This leave must be recertified every thirty calendar days during which time the member is receiving benefits.
 4. Each member will be afforded a maximum number of days equal to four times the number of days he/she has earned at the beginning of the catastrophic illness, accident, or injury to a maximum of 100 work days. A maximum of 100 paid work days may be received from the bank by a member per occurrence. Should a member of the Sick Bank exceed his/her 100 days of benefits, he/she will be removed from the Bank and may choose to re-enroll at a later date. ~~as detailed elsewhere in this Appendix at a later date.~~
 5. A member may appeal to the committee for re-hearing of his or her claim but the committee will remain the final arbiter of any decisions governing eligibility of any claim.

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STATUTORY AUTHORITY: 1000.41; 1012.22; 1012.23, F.S.

LAWS IMPLEMENTED: 1001.43; 1012.61. F.S.

HISTORY: Adopted: 8/21/01
Revision Date(s): 6/19/09
Formerly: 3.129

NOTES:
Refer To: Instructional and Classified Bargaining Agreements

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TERMINAL PAY

6.912

The Board will provide terminal pay to an employee at early or normal retirement or to his/her beneficiary if service is terminated by death. An employee who terminates under the Public Employee Optional Retirement Program shall be considered a retired employee for terminal pay purposes, ~~if he or she meets the age and service requirements to qualify for "normal retirement" or has attained the age of 50½ and has six years of credible service.~~ Such terminal pay shall be an amount determined by the daily rate of pay of the employee at retirement or death multiplied by those percentages as outlined in Florida Statutes, Chapter 1012.61(2), ~~and multiplied by one hundred percent (100%) of~~ the employee's accumulated leave days, not to exceed 180 days, unless changed by future negotiations or law. For sick leave accrued after June 30, 2004, administrators shall be compensated at no more than the daily rate of pay applicable at the time the sick leave was earned. The employee must leave the employment of the School Board directly into the Florida Retirement System in either early or normal retirement status.

STATUTORY AUTHORITY:

1001.41(2); 1001.42, F.S.

LAWS IMPLEMENTED:

1001.43; 1012.61; 1012.65, F.S.

STATE BOARD OF EDUCATION RULE:

~~6A-1.052~~

HISTORY:

ADOPTED: 8/21/01
REVISION DATE(S): 5/22/02, 9/07/04
FORMERLY: 3.123

NOTES:

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LUMP-SUM PAYMENT OF VACATION LEAVE

6.913

A staff member who is employed on a regular or full-time basis for twelve (12) calendar months may be entitled to a lump-sum payment for his/her accrued vacation leave upon termination of employment, transfer to less than a twelve (12) month position within the District, or ~~normal~~ retirement. ~~Normal retirement as used herein means retirement with either full or reduced benefits as provided by Florida Statutes; it does not include disability retirement.~~ In the case of an employee's death, his/her beneficiary shall be entitled to the lump-sum payment of the accrued vacation leave. No more than 500 hours through 6/30/03 or 60 days effective 7/1/03 shall be paid.

- I. The employee may choose to receive a lump-sum terminal payment of accrued vacation leave with the final salary warrant or extend his/her employment status through the last day of accrued vacation leave.
- II. Payment shall be the daily rate of pay at the time of termination, transfer, retirement, or death.
- III. The employee shall have been employed by the District at the time of termination, retirement or death.

STATUTORY AUTHORITY:

1001.41(2), 1012.22, 1012.23, F.S.

LAWS IMPLEMENTED:

1001.43, 1012.61, 1012.65, F.S.

HISTORY:

ADOPTED: 8/23/01
REVISION DATE(S): 05/07/02
FORMERLY: NEW

NOTES:

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COMPENSATORY TIME

6.914

Compensatory time may be awarded to administrators who are exempt from the overtime pay requirements as described in the ~~fair~~Fair Labor Standards Act.

- I. Compensatory time can only be approved at the Superintendent, Associate/Assistant Superintendent or Chief Officer level.
- II. Compensatory time when approved must be used by the employee within a reasonable period after it is awarded not to exceed twelve (12) calendar months.
- III. Compensatory time shall not be cumulative from one fiscal year into the next except that time approved within twelve (12) calendar months of the end of a fiscal year may be moved to the new fiscal year and used with the aforementioned time period.
- IV. Time used by employees to travel to and from, or to attend conferences and workshop meetings, or regular and special ~~School-school Board-board~~ meetings, shall not be included for compensatory time consideration unless the employee has been required to do so by the Superintendent, Associate/Assistant Superintendent or Chief Officer. This should be done prior to the fact, if possible, or as soon after the fact as is practical, and in no case later than forty-eight (48) hours.
- V. A record of all approved compensatory time awards shall be filed with the Payroll Office.
- VI. Compensatory time must be requested by the administrator and approved in advance of any time worked or any leave taken in this status.
- VII. When an administrator separates from employment with the School Board, all accrued compensatory time accrued pursuant to this policy shall be forfeited. In no event shall an administrator who earns compensatory time pursuant to this policy be paid for ~~accrued~~—compensatory time, be permitted to use accrued compensatory time to leave employment prior to a predetermined separation date, or be allowed to use compensatory time to extend a separation date.

STATUTORY AUTHORITY:

1001.41(2); 1001.42;
1012.22; 1012.23, F.S.

LAWS IMPLEMENTED:

1001.43, F.S.

HISTORY:

Adopted: 8/21/01
Revision Date(s): 7/24/12
Formerly:4.132

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NOTES:

Please Refer To: Instructional and Classified Bargaining Agreements

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USE OF SICK LEAVE BY FAMILY MEMBERS

6.915

- I. Any District employee may authorize the use of his/her accrued sick leave as follows:
 - A. As provided by any existing Sick Leave Bank provision.
 - B. By transfer of sick leave days to his/her spouse, child, parent, grandparent, parent-in-law, sister or brother-in-law, or other close relative, or member of his/her householder-sibling who is also a ~~District~~-district employee, with said days not to exceed the number of work days in the current fiscal year of the receiving employee.
- ~~II.~~ Sick ~~Leave~~-leave donated as provided in I. B. cannot be used until all of the individual's sick leave has been depleted, excluding sick leave from any existing Sick Leave Bank, if the recipient participates in a Sick Leave Bank.
- ~~III.~~ The recipient must provide documentation by the treating physician of the illness, accident, or injury for which leave is authorized.
- ~~IV.~~ A recipient must receive a minimum of one day.
- ~~V.~~ Any unused transferred sick leave days shall be returned to the authorizing employee.
- ~~VI.~~ The authorizing employee must retain three sick leave days after the donation.
- ~~II-VII.~~ 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 Bank, if the recipient participates in a Sick Leave Bank.
- ~~III-VIII.~~ Donated sick leave shall have no terminal pay value.

STATUTORY AUTHORITY: 1001.41, 1001.42, 1012.22, 1012.23, F.S.

LAW(S) IMPLEMENTED: 1001.43, 1012.61, F.S.

HISTORY: **ADOPTED: 05/22/02**
REVISION DATE(S):
FORMERLY:

NOTES:

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CAFETERIA PLAN

6.921

The School Board shall provide a Cafeteria Plan insurance benefit for all full-time employees. The School Board reserves the right to name the administrator of the Cafeteria Plan.

- I. The School Board reserves the right to discontinue the provision of a Cafeteria Plan if Internal Revenue Code changes disallow Cafeteria Plans or substantially change the provisions of the Cafeteria Plan. Any such change, however, shall mean that the School Board shall provide an alternative benefit with an equivalent contribution.
- II. The School Board shall be held harmless by any negative Internal Revenue Service ruling regarding the tax exempt status of the Cafeteria Plan.
- III. The amount of total benefit shall be established annually by approval of the Board.

STATUTORY AUTHORITY:

1001.41(2); 1001.42

LAWS IMPLEMENTED:

112.0801; 250.341;
~~340.33~~; 112.0805; 1001.43, F.S.

HISTORY:

Adopted: 8/21/01
Revision Date(s): 4/23/04
Formerly: 3.133

NOTES: