



6.00 PERSONNEL

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6.1 EMPLOYEE BENEFITS

POLICY

The School Board shall approve employee benefits. The Superintendent shall recommend to the School Board the appropriate level of benefits and eligibility requirements.

PROCEDURES

(1) Eligibility for Benefits

- (a) Eligible employees, as defined by each specific benefit, shall be provided employment benefits at the level approved by the School Board.
- (b) Employees on approved extended leaves of absence are eligible to continue their benefit plans in accordance with all negotiated contracts, benefit plan guidelines, and federal or state regulations.
- (c) Employees in a regular established position, who are expected to work thirty or more hours per week, are eligible to receive medical insurance and similar benefits through the District Cafeteria Plan unless otherwise specified in a collective bargaining agreement. In addition, employees in a regular established position who are expected to work twenty or more hours per week are eligible to participate in certain supplemental benefits described in Section (3)(b).
- (d) Employees who are filling regular established positions regardless of number of hours worked per week are eligible for retirement service credit with the Florida Retirement System (FRS). For purposes of this manual, substitute employees are not filling regular established positions.
- (e) Employees have the option of choosing the FRS Pension Plan or the FRS Investment Plan. An employee is vested under the Pension Plan after six years of service with an FRS employer and is vested under the Investment Plan after one year of service with an FRS employer. Once a selection is made, the employee has only one opportunity to change retirement plans during their career of service.
- (f) Retirees are eligible to continue their health and other selected benefit plans at their own expense.

(2) Benefits Provided with District Contributions

- (a) All eligible employees benefit from participation in the Florida Retirement System, Social Security Program and the Unemployment Compensation Program. Also, the Board provides Group Life Insurance to eligible employees in an amount equal to twice their annual salary. The Board

6.1 EMPLOYEE BENEFITS

PROCEDURES (continued)

also pays for a portion of each eligible employee's Group Medical/Prescription Drug Benefits Plan.

(b) A series of benefits are available through the District Cafeteria Plan as outlined in Section 125 of the Internal Revenue Code.

(c) Worker's Compensation

All employees and school volunteers shall receive appropriate medical treatment and compensation for injuries that occur as a result of performing their assigned duties. These benefits may be denied if the processes of reporting injuries, procuring medical treatment, or adhering to work restrictions do not comply with current workers' compensation laws or School Board policies. Eligible employees will then receive payments from the School District's Worker's Compensation. Employees may supplement the difference between their worker's compensation payments and their normal salary by electing to use a percentage of their sick or vacation leave.

(d) Payroll Deduction

Certain voluntary employee benefits may be paid through the payroll deduction process as authorized by the Superintendent.

(e) Direct Deposit

Paychecks for employees may be deposited directly to the bank of the employee's choice. All non-bargaining employees hired after January 1, 2002, will be required to receive their paychecks through direct deposit.

(3) Employee Paid Selected Voluntary Benefits

The following employee benefits are optional programs which are made available to employees at employee expense:

(a) Group Medical/Prescription Drug Benefits Plan

Employees who are in a regular established position and work thirty or more hours per week are eligible to participate in the Group Medical/Prescription Drug Benefits Plan unless otherwise specified in a collective bargaining agreement. Medical coverage becomes effective on the first of the month following the first complete premium deduction from a paycheck. The School Board offers a self-insured, Group Medical/Prescription Drug Benefits Plan. The School Board pays a major portion of the premiums for single and dependent coverage. The School Board offers coverage to legally married spouses and dependent children as defined by federal and state regulations. The Medical Benefits Program offers two plan options that are structured as (PPOs) Preferred Provider Organizations and one plan option that is structured as an HMO (Health Maintenance Organization) which allows for reduced medical costs by

6.1 EMPLOYEE BENEFITS

PROCEDURES (continued)

utilizing in-network healthcare providers. The Prescription Drug Benefits Plan allows employees to pay an affordable fixed co-pay for generic, brand and preferred brand prescription drugs at selected retail pharmacies or by mail order.

(b) Flexible Benefits

Employees who are in a regular established position and who work twenty or more hours per week are eligible to participate in the Flexible Benefits Plan. Flexible Benefits are effective on the first of the month a premium deduction is taken from their paycheck.

The School Board offers a Flexible Benefits Plan that includes a variety of benefits from which to choose. All premiums are fully paid by the employee. These benefits include: Dental plan(s), vision plan(s), Hospital Income Protection, Short-Term and Long-Term Disability Income Protection, Medical Expense Flexible Spending Account, Dependent Care Flexible Spending Account, and Personal Cancer Insurance.

(c) Group Life Insurance

The School Board provides life/accidental death and dismemberment insurance at no cost to employees who are in a regular position and who work fifteen or more hours per week at an amount equal to twice their annual salary. The employee has an option to pay for supplemental life insurance coverage in amounts of either one or two times their annual salary.

Employees may purchase dependent life insurance for their legally married spouse and/or eligible child(ren). Employees may not elect to purchase a dependent life insurance benefit for a child or spouse who is also employed by the School Board in a position that qualifies for basic employee life insurance. The definitions for dependents and the maximum amounts payable for dependent life insurance benefits are defined by the terms of the group policy.

(d) Tax Sheltered Retirement Investment Accounts

403(b) and 457 Accounts: Regular service employees, as defined by the Internal Revenue Code, are entitled to make tax-sheltered investments to a variety of School Board approved retirement investment accounts through payroll deduction. Employees must fully assume the financial risk of these investments.

(4) Sick Leave Benefits

6.1 EMPLOYEE BENEFITS

PROCEDURES (continued)

(a) Sick Leave Bank Programs

The School Board offers a Sick Leave Bank – I, for instructional employees and a Sick Leave Bank – II, for non-instructional employees. Employees who have worked at least one full year and have at least six accumulated sick days are eligible to participate in a Sick Leave Bank. Provisions for sick leave bank participation are outlined in collective bargaining agreements and in Board policy/procedures on the use of employee leaves.

(b) Sick Leave Transfer

All full time employees hired before July 1, 2010 are allowed to transfer sick leave balances from other Florida school districts to the District upon their initial employment with the Manatee County School Board. They will not, however, be credited in a total amount upon initial employment. These sick days will be credited to the employee's sick leave balance at the ratio of one transfer day to one sick day earned by the employee with the Manatee County School Board. The transfer sick day will be credited at the same time as the regular sick day is earned. Employees hired after July 1, 2010 are not allowed to transfer sick leave balances from other Florida school districts to the Manatee County School District, except as approved by the School Board.

(c) Terminal Sick Leave Benefit

1. The terminal sick leave benefit shall be provided in a manner consistent with Florida Statutes for all non-bargaining employees of the Board. This benefit is available to bargaining employees pursuant to the language in the applicable collective bargaining agreement.
2. Under the FRS defined benefit plan, normal retirement is defined as the attainment of age 62 with a minimum of 6 years of service or obtaining a total of 30 years of service in the FRS regardless of age attained.
3. Under the FRS defined contribution plan, for terminal pay purposes, normal retirement is defined as the attainment of age 55 with 6 years of service or obtaining of 25 years of service in the FRS regardless of age.
4. For terminal pay purposes, early retirement is defined as retirement from the FRS any time earlier than the time specified above, after obtaining 6 years of service in the FRS.
5. If a retiree who has previously received terminal pay benefits returns to active employment, they are not eligible for additional terminal pay benefits.
6. Benefits payable upon normal retirement – employees hired before July 1, 2010, paid under the supervisory, administrative, managerial, and professional (SAMP) or the hourly non-bargaining salary

6.1 EMPLOYEE BENEFITS

PROCEDURES (continued)

schedules shall be eligible for terminal sick pay benefits at the time of their retirement from Manatee County School Board, if they elect to take normal retirement as defined above. Benefits will be paid in accordance with the following formula:

- a. From zero (0) year to the completion of the third year of service in Manatee County, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of sick leave accumulated.
 - b. Beginning year 4 to the completion of year 6, the daily rate of pay multiplied by forty percent (40%) times the number of days of sick leave accumulated.
 - c. Beginning year 7 to the completion of year 10, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of sick leave accumulated.
 - d. Beginning year 11 through completion of year 15, the daily rate of pay multiplied by fifty percent (50%) times the number of days of sick leave accumulated.
 - e. Beginning year 16 through completion of year 20, the daily rate of pay multiplied by sixty percent (60%) times the number of days of sick leave accumulated.
 - f. Beginning year 21 through completion of year 25, the daily rate of pay multiplied by seventy-five percent (75%) times the number of days of sick leave accumulated.
 - g. Beginning year 26 and thereafter, the daily rate of pay multiplied by one hundred percent (100%) times the number of days of sick leave accumulated.
7. Benefits payable under normal retirement for New Hires after July 1, 2010 for employees paid under the supervisory, administrative, managerial, and professional (SAMP) or the hourly non-bargaining salary schedules shall be eligible for terminal sick pay benefits at the time of their retirement from Manatee County School Board, if they elect to take normal retirement as defined above. Benefits will be paid in accordance with the following formula:
- a. From zero (0) year to the completion of the third year of service in Manatee County, the daily rate of pay multiplied by zero percent (0%) times the number of days of sick leave accumulated.
 - b. Beginning year 4 to the completion of year 6, the daily rate of pay multiplied by zero percent (0%) times the number of days of sick leave accumulated.
 - c. Beginning year 7 to the completion of year 10, the daily rate of pay multiplied by thirty percent (30%) times the number of days of sick leave accumulated.

6.1 EMPLOYEE BENEFITS

PROCEDURES (continued)

- d. Beginning year 11 through completion of year 15, the daily rate of pay multiplied by thirty-five percent (35 %) times the number of days of sick leave accumulated.
 - e. Beginning year 16 through completion of year 20, the daily rate of pay multiplied by forty percent (40%) times the number of days of sick leave accumulated.
 - f. Beginning year 21 through completion of year 25, the daily rate of pay multiplied by forty-five percent (45 %) times the number of days of sick leave accumulated.
 - g. Beginning year 26 and thereafter, the daily rate of pay multiplied by fifty percent (50 %) times the number of days of sick leave accumulated.
8. Benefits payable upon early retirement employees paid under the supervisory, administrative, managerial, and professional (SAMP) or the hourly non-bargaining salary schedules shall be eligible for terminal sick pay benefits at the time of their retirement from Manatee County School Board, if they elect to take early retirement as defined above. Benefits will be paid in accordance with the following formula:
- a. From zero (0) year to the completion of the third year of service in Manatee County, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of sick leave accumulated.
 - b. Beginning year 4 to the completion of year 6, the daily rate of pay multiplied by forty percent (40%) times the number of days of sick leave accumulated.
 - c. Beginning year 7 to the completion of year 10, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of sick leave accumulated.
 - d. Beginning year 11, and thereafter, the daily rate of pay multiplied by fifty percent (50%) times the number of days of sick leave accumulated.
9. Benefits payable upon early retirement for New Hires after July 1, 2010 for employees paid under the supervisory, administrative, managerial, and professional (SAMP) or the hourly non-bargaining salary schedules shall be eligible for terminal sick pay benefits at the time of their retirement from Manatee County School Board, if they elect to take early retirement as defined above. Benefits will be paid in accordance with the following formula:
- a. From zero (0) year to the completion of the third year of service in Manatee County, the daily rate of pay multiplied by zero percent (0 %) times the number of days of sick leave accumulated.

6.1 EMPLOYEE BENEFITS

PROCEDURES (continued)

- b. Beginning year 4 to the completion of year 6, the daily rate of pay multiplied by zero percent (0 %) times the number of days of sick leave accumulated.
 - c. Beginning year 7 to the completion of year 10, the daily rate of pay multiplied by thirty percent (30 %) times the number of days of sick leave accumulated.
 - d. Beginning year 11, and thereafter, the daily rate of pay multiplied by thirty-five percent (35 %) times the number of days of sick leave accumulated.
10. Death benefit: If service is terminated by death, payment shall be made to the employee's beneficiary in the manner outlined in the provisions for normal retirement regardless of the employee's status.
11. General provisions: Only those sick days earned during employment with Manatee County School Board shall be used to calculate terminal pay benefits.
- a. For those employees not defined as instructional or educational support in s. 1012.01, F.S., the order of use for sick days shall be earliest earned will be used first (First In First Out) except for days accumulated as of June 30, 2004. The balance of days as of June 30, 2004, shall be the last sick days used.
 - b. For those employees not defined as instructional or educational support in s. 1012.01, F.S, the daily rate for payment of terminal pay for those days accumulated as of June 30, 2004, shall be the daily rate at the time of the employee's retirement.
 - c. For those employees not defined as instructional or educational support in s. 1012.01, F.S, the daily rate to be used for terminal pay purpose for those days accumulated after June 30, 2004, shall be the daily rate as of June 30th for the year the days were earned.
12. Notwithstanding the above prescribed requirements and limitations, no employee shall receive terminal pay or accumulate sick leave in excess of the limits prescribed in Florida Statutes.

STATUTORY AUTHORITY:

Florida Statute: 120.54

LAWS IMPLEMENTED:

Florida Statutes: 112.08, 112.21 1001.41, 443.05
Federal Internal Revenue Code (IRC) 403(b) and 457

6.1 EMPLOYEE BENEFITS

PROCEDURES (continued)

HISTORY:

Adopted: March 14, 2005
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Formerly: New

References: Blue Cross/Blue Shield:

- Blue Choice Plan
- Blue Options Plan
- Blue Care Plan
- Voluntary Benefits Plan SBMC
- Your Group Life Insurance and AD&D Plan- Manatee County
- Annual Retirement Benefits Guide
- Sick Leave Bank I Administration Procedures
- Sick Leave Bank II Administration Procedures
- Workers' Compensation Administration Procedures
- MEA Collective Bargaining Agreements
- AFSCME Collective Bargaining Agreements
- Employee Handbook

6.2 PROCEDURES GOVERNING LEAVES OF ABSENCE

POLICY

The Superintendent shall recommend to the School Board application procedures for the use of leave, to include provisions governing:

- (1) Application for leaves of absence and approval of leaves.
- (2) Procedures for notification of absences and consequences of absence without leave.
- (3) Participation in the employee sick leave bank.

If any of the procedures governing leaves of absence conflict with the clear language of a collective bargaining agreement, the agreement will prevail for those employees included in that unit.

PROCEDURES

All employees are expected to be in attendance at work sites at all times. Excused absences are the only exception. Excessive absenteeism, even though excused, has an adverse impact on performance and is an issue to be addressed in performance evaluation affecting continuing employment.

(1) Procedures for Application and Approval of Leaves:

All applications for leave of absence, including out-of-county assignment for temporary duty (ATD), must be made in writing on the "Request for Leave of Absence" form and must be approved by the supervisor prior to the date such leave is to commence. Leave requests must be signed by the employee and approved by the appropriate administrator.

- (a) Sick or illness leave or request for use of personal leave charged to sick leave requires prior notification to the supervisor, except for emergencies, and also requires the filing of a written claim form within five days of return to work. Each employee shall complete a claim form that will be available at the work site. Each employee shall be required to state day or days absent, that such absence was necessary and that the employee is entitled or not entitled to receive pay for the absence. The claim form shall be submitted to the employee's principal or site supervisor. Any employee failing to comply with this procedure or who claims such leave for reasons other than illness shall be subject to disciplinary action.

6.2 PROCEDURES GOVERNING LEAVES OF ABSENCE

SUMMARY OF PROCEDURES (continued)

- (b) The Superintendent/designee may require a certificate of illness from a licensed physician or from the county health office.
- (c) Family Medical Leave application is subject to all requirements for leave requests, but includes additional requirements under the provisions of the Family Medical Leave Act. Employees seeking such leave should first discuss their request with their supervisor. The employee should then work directly with the Human Resources Department to secure the appropriate forms and procedures governing leave under this act.

(2) Procedures for Notification of Absence and Consequence of Absence without Notice:

(a) Definition

An employee is deemed to be on unauthorized leave at any time when the employee is absent from performance of required duties without giving notice and without having made provisions for appropriate leave as defined in these procedures.

(b) Disciplinary Action

Unauthorized leave shall constitute willful neglect of duty and misconduct and therefore, may result in the initiation of dismissal procedures, loss of salary or such disciplinary action as may be deemed appropriate. Employees will not receive pay for unauthorized leave.

1. Any employee who is willfully absent from duty without leave shall forfeit compensation for the period of absence and his/her contract shall be subject to termination by the school board. Any willful absence from work without notice may be considered grounds for termination.
2. Any absence from work without leave or excessive absence with notice may be considered grounds for termination.

All employees are expected to be in attendance at work sites at all times. Excused absences are the only exception to this. Excessive absences even though excused, have an adverse impact.

(c) Verification of Absence

The Superintendent or the supervisor of the employee may require a physician's statement or other verification as to an employee's claimed reason for absence in any situation in which it is believed that no valid grounds exist for the employee's claim for absence. Such verification shall be provided within five (5) days of the official request.

6.2 PROCEDURES GOVERNING LEAVES OF ABSENCE

SUMMARY OF PROCEDURES (continued)

(d) Call-in Procedure:

Any employee serving in a position for which a substitute would be required if the employee is absent must comply with all early call-in requirements for that position.

All other employees are required to call their supervisor and give notice of an anticipated absence at or before the beginning of the workday.

(3) Sick Leave Bank:

(a) Sick Leave Bank Utilization:

Employees who are participating members of a Sick Leave Bank may be eligible for extended paid leave under the circumstances outlined in the provisions of the applicable Sick Leave Bank governing rules.

(b) Membership:

Eligible employees may enroll in the Sick Leave Bank by voluntarily authorizing contribution of a newly earned sick leave day to the bank during a prescribed period. Procedures for initiating participation are outlined in the Sick Leave Bank governing rules.

(c) Provisions for Bargaining Unit Employees:

Provisions for participation in the sick leave bank program for bargaining unit employees are defined in the respective collective bargaining agreements. Teachers and paraprofessionals are governed by the employee contract provisions of Sick Leave Bank I; AFSCME unit employees are governed by the provisions of Sick Leave Bank II.

(a) The provisions of Sick Leave Bank II as outlined in the Employee Handbook.

STATUTORY AUTHORITY:

Florida Statute: 120.54

LAWS IMPLEMENTED:

Florida Statutes: 1001.41, 1012.61

HISTORY:

Adopted: March 14, 2005
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Revision Date(s):
Formerly: 317.01, 328, 318, 350

References: Employee Handbook
Manatee Education Association Collective Bargaining Agreement
AFSCME Agreement

6.3 DEFINITIONS OF LEAVES OF ABSENCE

POLICY

Leave of absence is defined as permission granted by the school board for an employee to be absent from duty for a specified period of time with the right to return to employment after the expiration of leave. Leave shall be officially granted in advance and shall be used for the purpose(s) set forth in the leave application. Leave may be taken with pay or without pay as provided by law. Leave, under appropriate circumstances, may be granted for the following:

- (1) Illness or Sick Leave
- (2) Illness in the line of duty
- (3) Family Medical Leave
- (4) Personal leave charged to sick leave
- (5) Personal leave without pay
- (6) Child Care Leave
- (7) Discretionary Leave
- (8) Vacation
- (9) Military
- (10) Jury/subpoena
- (11) Workers' Compensation Leave

Leave for other purposes may be permitted as provided in collective bargaining agreements. To the extent that these procedures conflict with the clear language of a collective bargaining agreement, that agreement shall prevail.

PROCEDURES

(1) Illness or Sick Leave:

Any employee who is unable to perform his/her duties because of illness, or because of the illness or death of father, mother, brother, sister, husband, wife, child, other close relative or member of his/her own household, and who consequently has to be absent from his/her work, shall be eligible for sick leave subject to supervisor approval. The following provisions shall govern sick leave:

- (a) Extent of Sick Leave - Each full-time employee shall be credited with four (4) days of sick leave as of the first day of employment of each current year, and thereafter during that fiscal year shall be credited with one (1) additional day of sick leave at the end of each month of employment until the allowance for ten (10) month employees reaches ten (10) days. The same provisions shall apply for eleven (11) month employees until they have reached eleven (11) days, and for twelve (12) month employees until

6.3 DEFINITIONS OF LEAVES OF ABSENCE

PROCEDURES (continued)

- they have reached twelve (12) days. Illness leave not used during any fiscal year may accumulate without limit.
- (b) Sick Leave Bank Eligible employees are entitled to participate in the Sick Leave Bank which provides for extended paid leave under defined catastrophic circumstances. Procedures for participation are outlined in the Sick Leave Bank governing rules in the Employee Handbook and appropriate bargaining agreements.
 - (c) Terminal Sick Leave Pay Provisions for the Terminal Sick Leave Pay benefit as it applies to bargaining employees are included in the appropriate collective bargaining agreement. Terminal Sick Leave Pay benefit for non-bargaining employees will be provided in a manner consistent with Florida Statutes.
 - (d) An employee of the Manatee County School District may authorize his or her spouse, child, parent or sibling who is also a district employee to use sick leave that has accrued to the authorizing employee. The recipient may not use the donated sick leave until all of his or her sick leave has been depleted, not including sick leave from a sick leave pool, if the recipient participates in a sick leave pool.

Donated sick leave under this provision shall have no terminal value to the recipient as provided in Florida Statute 1012.61. However, unused donated sick leave will revert to the individual who donated it at the end of the fiscal year or upon termination of employment and shall maintain its value upon retirement.

(2) Workers' Compensation Leave:

Workers' Compensation Leave may be available to eligible employees upon completion of a ten-day period of illness/injury in the line of duty leave (ILOD). Eligible employees will then receive payments from the Workers' Compensation Carrier. Employees may supplement the difference between their Workers' Compensation payments and their normal salary by charging the difference in pay to accumulated paid leave such as sick or vacation leave. If the employee is unable to return at the end of the original approved leave, he/she must submit another leave form for additional requested time off with a physician's statement to his/her supervisor for approval. This District has a Transitional Return-to-Work Program. If an employee is on workers' compensation leave, and work is available within the work restrictions provided by an in-network workers' compensation physician, the employee must return to work and receive their full pay. Failure to report to work may result in the loss of future workers' compensation benefits, termination from employment or both.

6.3 DEFINITIONS OF LEAVES OF ABSENCE

PROCEDURES (continued)

(3) Illness/Injury in the Line of Duty:

Employees shall be entitled to illness/injury in-the-line-of-duty (ILOD) leave when they need to be absent from their duties because of a personal injury received in the discharge of duty or because of illness from any communicable disease contracted in school work, excluding common colds, flu, and other sickness of this nature.

A physician's statement verifying the nature of the injury or illness must be provided by the employee before ILOD leave pay is granted. In the case of a work-related injury, the physician must belong to the workers' compensation network of providers authorized by the School Board. Furthermore, it is incumbent upon the employee to provide reasonable evidence that such illness was contracted or such injury was incurred in the line of duty.

Such leave may be authorized for a total not to exceed ten (10) duty days for each illness contracted, or each injury incurred, from such causes as described above. ILOD leave shall not be deducted from the employee's sick leave.

Request for additional paid leave may be approved at the discretion of the Superintendent. Partial workdays may be paid through ILOD leave as appropriate once an employee returns to work after Workers' Compensation Leave.

(4) Professional Leave:

Employees may be granted leave during normal working hours for attendance at educational meetings related to their job responsibilities, clinics, or training and in-service sessions, when request has been made in writing to the Superintendent and approved by the Superintendent. During such leave, personnel shall be paid as though they were on regular work duty.

Unpaid professional leave may be granted for educational travel and sabbaticals upon written request of the Superintendent or his designee. Appropriate documentation must be submitted along with the request prior to any approval.

Personnel normally employed for ten (10) months from year to year but given additional work in summer programs will not be eligible for a professional leave during this extra period of employment.

6.3 DEFINITIONS OF LEAVES OF ABSENCE

PROCEDURES (continued)

Application for professional leave is initiated by the individual and must be approved by the Superintendent in advance.

(5) Family and Medical Leave:

Under the provisions of the Family and Medical Leave Act (FMLA) employees may be eligible for unpaid leave for a period up to twelve weeks provided they have been employed for at least twelve months prior to the effective date of leave and have worked for at least 1250 hours during that same twelve month period. FMLA leave can be approved for eligible employees during the period immediately following the birth or adoption of a child, for documented personal illness, or for the illness of a family member to include parents, spouse, son or daughter. If your FMLA leave is due to a serious health condition verified by a physician, you may be eligible to use appropriate accumulated leave.

Employees wishing to apply for Family Medical Leave are subject to specific application requirements based on the provisions of the Family Medical Leave Act. Employees must first discuss their request for FMLA with their immediate supervisor, and then contact the Department of Human Resources for application forms and to learn the governing procedures.

(6) Personal Leave Charged to Sick Leave:

A full-time non-bargaining unit employee of the instructional, supervisory, or administrative staff may be granted leave for personal reasons with pay for up to six (6) days per year to be charged to accumulated sick leave. Personnel using such leave shall notify their supervisor at least twenty-four (24) hours prior to taking such leave, except in cases of extreme emergency. Leave for personal reasons shall not be used to extend holidays or vacations, during the first five (5) or last five (5) days of the School Board's approved school student calendar year nor during the first three (3) days nor the last three (3) days of summer school, except in emergencies for which proof may be required. This leave shall be applied for in the same manner as other leaves prescribed by the School Board.

Inserting, "Personal reasons" on the reason section of the leave form shall be adequate explanation for such leave but it shall be understood to entail pressing personal problems or emergencies which cannot be resolved outside of regular employment hours.

6.3 DEFINITIONS OF LEAVES OF ABSENCE

PROCEDURES (continued)

(7) Child Care Leave:

A childcare leave may be granted to an employee for a period not to exceed one (1) fiscal year during the first year immediately following the birth or adoption of a child. Childcare leave is unpaid leave. Upon written notification to the responsible administrator, such leave shall commence on a date requested by the employee and approved by the administrator.

When both parents are employed by the Manatee County School Board, the total leave of the two employees may not exceed twelve months.

- (a) An employee on child care leave is eligible to participate in group insurance programs, if permitted under the insurance policy provisions, but shall pay the entire premium for such programs that the employee wishes to retain, commencing with the beginning of the child care leave. It is the responsibility of the employee to make arrangements with the payroll office to pay to the school district the monthly premium amounts in advance and on such date as determined by the school district.
- (b) An employee on childcare leave shall retain such amount of sick leave days, experience credit or other benefits which the employee had accrued, if any, at the time the employee went on leave for use upon the employee's return. No additional sick leave, experience credit or other benefits shall accrue for the period of time that an employee is on childcare leave.

(8) Discretionary Leave:

All non-bargaining employees including all twelve month administrative, supervisory, and managerial personnel below the position of director, who have been on the payroll for three (3) months, are authorized to receive one paid discretionary day within one (1) year of the employee's date of employment each fiscal year. A person is deemed eligible to take this discretionary day each fiscal year after three (3) months of employment. Discretionary days are non-accumulative. Application must be made and approved in advance of taking the discretionary day. A discretionary day is equal to the employee's normal work day, i.e., 7.5 or 8.0 hours.

All employees paid from the Supervisory Administrative Managerial or Professional salary schedule (SAMP) who are at or above the level of director and who have been on the payroll for three (3) months shall receive five (5) paid discretionary days each fiscal year. A person is deemed eligible to take this discretionary day each fiscal year after he or she has been employed for

6.3 DEFINITIONS OF LEAVES OF ABSENCE

PROCEDURES (continued)

three (3) months of that year. Discretionary days are non-accumulative. Application must be made and approved in advance of taking the discretionary days.

(9) Vacation:

Twelve (12) month personnel with less than five (5) years continuous service will earn one (1) vacation day per month. Twelve (12) month personnel with five (5) years or more of continuous service will earn vacation leave at the rate of one and one-quarter (1 1/4) days per month or fifteen (15) working days per year. Twelve (12) month personnel with ten (10) years or more continuous service will accrue leave at the rate of one and one-half (1 1/2) days per month or eighteen (18) working days per year. Vacation leave may be accumulated to a total of sixty (60) days. Twelve (12) month personnel employed on the first working day of the month will accrue one (1) full day of vacation leave for that month. Those employed after the first working day of the month and through the 15th calendar day of the month will accrue one-half (1/2) vacation day for that month. Personnel employed after the 15th calendar day of the month will not earn a vacation day for that month.

(10) Personal Leave Without Pay:

After exhaustion of all available paid leave, and subsequent to implementation of any applicable provision of the Family and Medical Leave Act (FMLA), an employee may either terminate his employment or apply for an appropriate leave of absence without pay. Employees seeking such leave shall apply to the Executive Director of Human Resources. However, an employee on Personal Leave Without Pay may not accept paid employment elsewhere or he automatically terminates his employment with the Board, unless such employment is specifically approved by the Board. This provision does not apply to employees seeking leave to be employed by a district charter school.

(11) Military Leave:

(a) Temporary Military Leave

This section applies to all regular full-time employees of the School Board who are members of the Reserve in the United States Armed Services or members of the National Guard of the United States. These employees shall receive remuneration up to a maximum of seventeen (17) days absence from their regular work (contractual period) during any fiscal year without the loss of vacation, leave, pay, creditable service or efficiency

6.3 DEFINITIONS OF LEAVES OF ABSENCE

PROCEDURES (continued)

rating, if they are ordered by the Armed Services or National Guard to report for temporary duty provided that: full-time regular employees not receiving annual paid vacations are to plan to render their temporary military service during the time school is not in session. If this is not feasible, requests for leaves for temporary military service with military orders must be submitted to the Human Resources Department at least four (4) weeks prior to the beginning of the leave. If the administration is not successful in having the commanding officer change the training period to a time when school is not in session, it will be approved.

(b) Full-Time Military Leave

1. A full-time employee of the School Board may be granted a full time military leave of absence provided that:
 - a. The employee is inducted into the Armed Services or the employee volunteers in lieu of induction.
 - b. The employee enlists in the Armed Services during the period our forces are engaged in combat.
 - c. The employee is recalled to active service from a reserve status.
2. The conditions and benefits of a full-time military leave of absence are as follows:
 - a. The employee is to be considered as being in continuous employment of the School Board during the period of service and shall receive all benefits of employment upon return that would normally accrue to the employee if the employee had been actually filling the position.
 - b. The employee is to return to the employ of the School Board within sixty (60) days after receiving final discharge or present evidence of physical disability to return.
 - c. The full-time military leave will be leave without pay except to the extent that there may be eligibility for pay under the provision of short-term temporary military leave or to the extent that pay is provided under the direction of the federal government
 - d. If, after the combat period is over, the employee refuses final discharge in order to lengthen or accept another period of service, the employee will forfeit his/her employment with the Board.
 - e. If a reservist is called to active duty during periods of national emergency or wartime service and his/her adjusted salary is not sufficient to pay the premiums for medical and life insurance benefits subscribed to prior to beginning military leave, the District will pay the balance of reservist's premiums not paid through salary

6.3 DEFINITIONS OF LEAVES OF ABSENCE

PROCEDURES (continued)

deduction and will continue to do so until district pay is sufficient to automatically deduct the full premiums.

(12) Jury/Subpoena Leave:

Employees of the School Board are not exempt from jury duty. Assignment for temporary duty will be granted with no loss of pay, provided that the jury duty is scheduled during the employee's regular working hours. In cases where such duty would work an unusual hardship, the employee on his/her own initiative should follow appropriate procedures to seek to be excused. The expenses paid to a juror are not considered wages. They should not be remitted to the Board.

Furthermore, any employee called for jury duty during the employee's regular working hours or who is subpoenaed to testify during his/her working hours in any judicial matter in which he/she is not a principal party, shall be paid his/her full salary for such time.

Employees who are on jury duty leave are expected to return to the work site if they are released from jury duty any time prior to the last two hours of their regular work schedule.

STATUTORY AUTHORITY: Florida Statute: 120.81(1)(a); 1001.32.(2); 1001.41; 1004.43

LAWS IMPLEMENTED: Florida Statutes: 1012.66, 1012.61, 1012.63, 1012.695, 1012.64, 1012.22, 1012.67, 1012.68, 1001.41

HISTORY: Adopted: March 14, 2005
Revision Date(s): March 13, 2006
Reformatted without change in text: October 31, 2008
Formerly: 325, 312, 326, 327, 320, 322, 317, 321
Supplement No. 8

References: Employee Handbook
Negotiated Agreements with the Manatee Education Association
Negotiated Agreement with AFSCME Local 1584

6.4 RISK MANAGEMENT AND INSURANCE

POLICY

The School Board authorizes the Superintendent to design and implement proactive risk management strategies to minimize the adverse effects of loss to property, employees and students.

PROCEDURES

(1) Health, Safety and Environmental Protection:

- (a) The Superintendent shall develop and implement programs and procedures that, at a minimum, must comply with all applicable regulations regarding employee health, safety and environmental protection.
- (b) The Superintendent shall collect and analyze employee/student accident data that will be used to develop and implement reasonable cost-effective strategies to prevent or minimize accident occurrence.

(2) Property and Liability Claims Management:

- (a) The Superintendent shall develop and implement programs and procedures that serve to reduce the probability of property loss, and if a loss occurs, minimize the financial and operational impact of the loss to the school district.
- (b) The Superintendent shall develop procedures to properly document and manage property and liability loss claims in an effort to minimize the ultimate cost of the loss while maintaining the public's good faith. Employees must comply with the Property Loss Claim reporting procedure in all instances of loss, damage or theft of district property.

(3) Workers' Compensation Claims Management:

The Superintendent shall develop and implement procedures that ensure the school district is in compliance with all state regulations regarding the reporting and management of a workers' compensation claim.

(4) Emergency Management:

- (a) The Superintendent shall develop and implement procedures and programs to allow the school district to properly prepare and respond to natural and man-made emergencies or disasters.
- (b) Superintendent shall maintain a close working relationship with local emergency response agencies as required by applicable regulations.

6.4 RISK MANAGEMENT AND INSURANCE

PROCEDURES (continued)

(5) Employee Benefits Management.:

- (a) The Superintendent shall ensure that any employee benefits provided by the School District to employees are in accordance with all applicable federal and state regulations.
- (b) The Superintendent shall ensure that all benefits provided to employees meet the requirements of written policies and collective bargaining agreements, and that all employees are made aware of the benefits that are available to them.

(6) Student Accident Insurance:

The School Board authorizes the Superintendent to purchase catastrophic student accident insurance that shall provide coverage for catastrophic injuries at school or school related events for all students who are seriously injured at school or at a school-related event. The district will also make available student accident insurance for purchase by all parents or legal guardians. Students who participate in the following activities: interscholastic athletics, cheerleading, marching band and JROTC, are required to purchase student accident insurance provided through the school district before they are allowed to participate.

- (a) Selection of Student Accident Insurance Providers:
The Risk Management Department will coordinate the Student Accident Insurance Program and select qualified student accident insurance providers on a periodic basis.
- (b) Voluntary Student Accident Insurance Program:
Principals shall distribute a brochure and policy application from the Board approved student accident insurance provider to all students during the first week of the school year. Principals shall maintain a supply of student accident insurance brochures and applications at their school and provide them to parents or students upon request.
- (c) Athletic Activities Student Accident Insurance Program
Principals shall ensure that all students who participate in athletic activities have purchased student accident insurance prior to trying out for an athletic activity. Principals shall call the Risk Management Department immediately following any student injuries that result in hospitalization.

(7) Employee Insurance:

Medical, health, life and other insurance options are available to employees as outlined in Board Rule 6.1, Employee Benefits.

6.4 RISK MANAGEMENT AND INSURANCE

PROCEDURES (continued)

The procurement of any insurance policy purchased by District funds must be approved by the Department of Risk Management in advance.

STATUTORY AUTHORITY: Florida Statute: 120.54

LAWS IMPLEMENTED: Florida Statute: 1001.42

HISTORY: Adopted: March 14, 2005
Reformatted without change in text: October 31, 2008
Revision Date(s):
Formerly: New

Reference: Guidelines for Property Loss Claim Reporting
School Board Policy: Lost or Stolen Property 7.2
Disaster Preparedness 8.4
Organized Authorized Groups 4.1
Employee Benefits 6.1

6.5 SUBSTITUTE EMPLOYEES

POLICY

The Superintendent is authorized to develop procedures, qualifications and salary for providing a substitute employee when an eligible staff member is unable to perform assigned duties. The Superintendent, through the Department of Human Resources, is authorized to employ substitutes or terminate their employment without the necessity of Board action.

PROCEDURES

(1) Conditions of Employment

- (a) The Human Resources Department shall maintain a list of persons who are approved by Human Resources to serve as substitutes within the School District of Manatee County.
- (b) No substitute may be called to serve as a substitute if not on the approved substitute list.
- (c) Substitute employees do not hold regularly established positions, and are therefore not eligible for benefits, employee grievance procedures or other normal provisions for employees filling regularly established positions.
- (d) Substitutes do not have property rights to a position nor expectations of further employment. Substitutes serve as on-call employees and therefore serve at the pleasure of the District and are considered employees at will.
- (e) No person who has been terminated from employment by the School District of Manatee County, who resigned under investigation or non-renewed for performance deficiencies, may be on the approved substitute list unless approved in writing by the Superintendent or his/her designee.

(2) Requirements for Employment

Applicants who seek employment as a substitute employee shall meet the following minimum qualifications and provide the appropriate materials as required:

- (a) Complete an on-line pre-employment application at: pats.manatee.k12.fl.us.
- (b) Submit a complete set of fingerprints taken by properly trained district personnel, pay the appropriate processing fee to obtain a records check by the Florida Department of Law Enforcement (FDLE) and the Federal Bureau of Investigation (FBI) and successfully clear a level 2 screening. This process must be completed every 5 years.
- (c) Prior to employment, the substitute applicants must pass a drug test.

6.5 SUBSTITUTE EMPLOYEES

PROCEDURES (continued)

(d) Successfully complete the appropriate Substitute Training Program.

(3) Minimum Qualifications

All applicants for substitute positions shall be subject to approval by the Human Resources Office based upon meeting the following minimum qualifications prior to being assigned substitute employee duties:

(a) Teacher Substitutes

Applicants who seek employment as substitute teachers shall meet the following minimum educational qualifications and provide the appropriate materials as required by the Human Resources Office:

1. Level 1 – only in case of emergency shortages, as approved by the Board, substitutes may be hired in the system who have passed the TABE test.
2. Level 2 - a minimum of sixty semester hours (ninety quarter hours) from an accepted college or university; hours earned may be verified by submitting an official transcript;_
3. Level 3 - a Bachelor's degree or higher from an accepted college or university; the degree earned may be verified by submitting a Florida Educator's Certificate or an official transcript.
4. Be at least twenty years of age to substitute in secondary schools and nineteen years of age to substitute in elementary schools.

(b) Aides or Assistant Substitutes

Applicants who seek employment as substitute aides or assistants, shall meet the following minimum educational qualifications and provide the appropriate materials as required by the Human Resources Office:

1. Hold a minimum of a high school diploma or GED.
2. Be at least twenty years of age to substitute in secondary schools and nineteen years of age to substitute in elementary schools.

(c) All Employee Substitutes

1. Must meet all qualifications for the specific job classification for which they wish to be considered for substitute employment except for educational requirements as set forth in (3) (a) and (b) above.
2. Must be accessible to a telephone or on-line computer in order to be contacted by Smart Find Express.
3. Must be physically able to perform the duties and responsibilities of a substitute employee.
4. Must have access to reliable transportation.
5. Must be available to work a minimum of four days per month.

(4) Miscellaneous

6.5 SUBSTITUTE EMPLOYEES

PROCEDURES (continued)

- (a) The compensation for substitute employees shall be for services rendered in accordance with the salary schedule adopted annually.
- (b) The guidelines for determining when the use of substitute employees is appropriate are included in the Human Resources Manual.
- (c) Daily work hours and duties of a substitute employee shall be the same as for regular employees in that job classification.
- (d) Substitute employees may be used on a day-to-day basis to temporarily replace employees absent from duty.
- (e) Substitutes may also serve as long term substitutes where position vacancies exist no longer than 90 school days, during which time a school will continue to search for a regular employee.
- (f) Title 1 schools needing substitutes to teach core curriculum classes must hire certified long term substitutes, no longer than 90 school days, who hold a current State of Florida certification or Statement of Eligibility with the subject area test passed for the core curriculum area(s) in which they are assigned to substitute teach.
- (g) **Retirees Employed as Substitutes:**
Any member of the Florida Retirement System who has been retired for at least one calendar month from any state-administered retirement system may be employed as a substitute employee as provided by the Florida Retirement System.

(5) Substitute Disciplinary Actions and Process

- (a) A substitute is hired at the pleasure of the District and inappropriate behavior will not be tolerated.
- (b) Each school is required to report any inappropriate behavior by a substitute by submitting a Substitute Performance Report. If an Administrator believes that a substitute is guilty of any inappropriate behavior that warrants disciplinary action, the Administrator will submit a Substitute Performance Report to Human Resources, signed by a site-based Administrator, indicating the recommended action.
- (c) The following disciplinary procedures may occur if a Substitute Performance Report is received:
 - 1. A substitute may be required to complete an additional substitute training class if an infraction indicates the need for repeat instruction.
 - 2. A school may request the removal of the individual substitute from substituting at the reporting school. This removal will be permanent, unless otherwise indicated by the Principal of the reporting school.
 - 3. Three Substitute Performance Reports during one school year, or ten reports total, from school sites may result in termination of the

6.5 SUBSTITUTE EMPLOYEES

PROCEDURES (continued)

- substitute from substituting with the School District as determined by Human Resources.
4. A school may issue a Substitute Performance Report requesting removal of the substitute from service to the District. If this action is requested, the Human Resources Department will investigate and determine if removal of the substitute is appropriate.
 5. If the Substitute Performance Report is of a serious offense, a Bureau of Professional Practice Services Report will be filed with the Florida Department of Education, if the substitute is certified.
 6. Human Resources has the authority to remove a substitute from the approved substitute list with the School District as established in (1) (a) above.
 7. Once a substitute teacher has been permanently removed from the substitute list or has resigned while under investigation, he or she will no longer be eligible for employment with the School District of Manatee County in any capacity unless approved in writing by the Superintendent or his/her designee.
- (d) The substitute will be provided a copy of the Substitute Performance Report by regular U.S. mail. If the Substitute Performance Report is sent with a do not serve request from the reporting school, the substitute is directed to have no further contact with the reporting school. All further contact concerning the Substitute Performance Report must be directed to Human Resources. If a substitute fails to comply with this requirement, Human Resources may remove the substitute from the approved list.

STATUTORY AUTHORITY:

Florida Statute: 120.81(1)(a)

LAWS IMPLEMENTED:

Florida Statutes: 1001.41, 1001.42, 1001.43
1012.39, 1012.35

HISTORY:

Adopted: March 14, 2005
Reformatted without change in text: October 31, 2008
Revision Date(s): January 12, 2009
Revision Date(s): October 12, 2009
Formerly: 304-027

References:

Substitute Employee Handbook

6.6 WORK AND SALARY SCHEDULES

POLICY

The School Board shall approve salary schedules for compensation of all employees. The Superintendent shall annually recommend for Board approval the work calendar and compensation schedules for all employees.

PROCEDURES

Employee pay is determined subject to the salary schedules approved by the Board and the calendar that is approved to govern the workday.

Any employee finding an error in their payroll check or direct deposit verification including the accrual of sick leave and vacation (if applicable) must report such error to the payroll department prior to next pay date. Failure to do so may subject employees to disciplinary procedures.

(1) Normal Workweek:

- (a) The normal workweek for all school board employees shall be set by the Superintendent and specified in the Employee Handbook.
- (b) Custodial work schedules shall be prepared through collaboration between head custodians and principals in order to provide the greatest possible service to schools.
- (c) Bus drivers' work schedules shall depend upon the time necessary to make assigned trips (mornings and afternoons), complete vehicle maintenance checks, attend safety meetings and complete other related responsibilities.
- (d) Employees shall be provided rest periods or breaks as specified by contract or law.
- (e) All overtime worked must have prior written approval of the appropriate director or assistant superintendent.

(2) Salary Schedules and Calendars:

- (a) Salary Schedules
Salary schedules and rates are specified in the salary manual. The Salary Manual is approved annually by the School Board and shall include the payroll period and pay dates for all employees.
- (b) School Calendar:
The Superintendent shall recommend a school calendar to the School Board for their review and approval.

6.6 WORK AND SALARY SCHEDULES

PROCEDURES (continued)

(c) Performance Pay

All performance pay for board employees is subject to review and approval by the Board and subject to Florida statutes.

(3) Provisions Governing Employee Paid Holidays:

(a) Paid Holidays for Bargaining Employees:

The paid holidays for all bargaining employees shall be determined pursuant to the applicable collective bargaining agreement.

(b) Paid Holidays for Non-Bargaining Unit Personnel:

1. Twelve Month Personnel:

Twelve month employees receive the 10 Board approved holidays. Any employee paid on the Hourly Non-bargaining Salary Schedule who is authorized to work on a paid holiday will be paid double time for those hours worked in addition to the paid holiday.

2. Personnel Employed for Fewer than Twelve Months:

Personnel paid from the Hourly Non-bargaining and the Supervisors, Administrators, Managers and Professionals (SAMP) salary schedules who are employed for fewer than 12 months, shall observe the six Board approved holidays.

Any employee paid on the Hourly Non-bargaining Salary Schedule who is authorized to work on a paid holiday will be paid double time for those hours worked in addition to the paid holiday.

(4) Overtime Pay and Compensatory Time: Non-Bargaining Employees

(a) Hourly Non-Bargaining Employees

1. The workweek for employees paid from the hourly non-bargaining salary schedule shall be from Sunday through Saturday. The supervisors shall determine the employees' schedules during the workweek.

2. Any employee who works more than forty (40) hours during any workweek must do so only with prior written approval of the supervisor. These employees shall be entitled to overtime pay or compensatory time for hours worked beyond 40 hours. All paid leaves and holidays taken within the workweek shall count toward calculating time worked during the workweek.

3. Overtime pay and compensatory time above forty (40) hours worked in any workweek shall be compensated at time and one-half except for hours worked on Sundays and holidays, which shall be compensated

6.6 WORK AND SALARY SCHEDULES

PROCEDURES (continued)

at double time. The overtime earned must be paid within the same pay period that it is generated.

4. In lieu of overtime pay an employee and his/her supervisor may agree to the employee's use of compensatory time which is accrued in the same manner as overtime. All accrual of compensatory time shall be subject to review and written approval in advance by the immediate supervisor.
5. Compensatory time shall be taken within sixty (60) days of the time earned. This time limit may be extended by permission of the Superintendent or his designee.

(b) Supervisors, Administrators, Managers, Professionals (SAMP)

Employees paid from the SAMP salary schedule do not generate overtime or compensatory time and are exempt from the provision of the Fair Labor Standards Act. However, these employees may be entitled to flexible scheduling as appropriate and subject to prior written approval of the supervisor.

STATUTORY AUTHORITY:

Florida Statute: 120.54

LAWS IMPLEMENTED:

Florida Statute: 1001.425

HISTORY:

Adopted: March 14, 2005

Reformatted without change in text: October 31, 2008

Revision Date(s):

Formerly: 315, 332, 332.01, 343

References: All Employee Salary Schedules
Employee Handbook
Collective Bargaining Agreements

6.7 PERSONNEL RECORDS

POLICY

The Superintendent shall recommend to the School Board the establishment of rules governing the maintenance of all employee personnel records.

PROCEDURES

(1) Personnel Records/General Information:

- (a) The personnel record of each individual shall include the following:
 - 1. Completed application for employment
 - 2. References and other background verification
 - 3. Employee assessments and performance evaluations, but only after the full year following the year in which the assessment was done
 - 4. Letters of commendation and or reprimand which have been forwarded to Human Resources for placement in the file and records of any disciplinary action taken by the Board
 - 5. Data as needed to substantiate placement on the salary schedule
 - 6. Teaching certificate or other employee certification as applicable
 - 7. Other pertinent data as defined by Florida statute
 - 8. Arrest and conviction record
 - 9. Drug Free workplace policy
 - 10. Florida information research network
 - 11. Withholding allowance certificate, copy of social security card
 - 12. Signed Code of Ethics or other acknowledgement documents as required in the initial application packet or during the post employment period.
 - 13. application for employment
 - 14. references
 - 15. annual evaluations
 - 16. letters of commendation and/or reprimand
 - 17. data substantiating placement on the salary schedule
 - 18. teaching certificate (if applicable)
 - 19. other pertinent data as defined by Florida statute
- (b) No records or documents may be placed in an employee's personnel file other than those listed above without specific approval of the Executive Director of Human Resources.
- (c) 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

6.7 PERSONNEL RECORDS

PROCEDURES (continued)

employee. No anonymous letter or anonymous materials shall be placed in the personnel file.

- (d) Written materials relating to work performance, discipline, suspension or dismissal shall be signed by a person competent to know the facts or make the judgment.
- (e) No such materials may be placed in a personnel file unless they have been reduced to writing within forty-five days, exclusive of the summer vacation period, of the administration's becoming aware of the facts reflected in the materials.
- (f) 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. If the employee refuses to sign, the Human Resources Office may file the material. The employee shall have the right to answer any material filed, and his or her answer shall be reviewed by the Executive Director of Human Resources and attached to the file copy.

(2) Procedures for Public Inspection of Personnel Records:

- (a) Employees or their authorized representatives shall have the right to inspect their own personnel files during the normal operating hours of the Human Resources Office, but only while being supervised by a representative of the Human Resources Department.
- (b) Notwithstanding other provisions of Florida Statute 1012.31, all aspects of the personnel file of each employee shall be open to inspection at all times by School Board Members, the Superintendent, and his/her designees, in the exercise of their respective duties.
- (c) Members of the public, as provided in Florida Statute 119.07, shall be permitted to inspect an employee's personnel file at any reasonable time, under reasonable conditions, and under the supervision of the staff of the Human Resource's Office. However, the following payroll deductions are not open to review by the public: credit union cards, union dues, w-4's, tax shelter information, court ordered payroll reduction, insurance information, any benefits and any other documents declared confidential pursuant to Chapter 119., F.S.
- (d) Personnel Records which are exempt from public inspection pursuant to Florida Statute 119 include but are not limited to the following:
 - 1. 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.

6.7 PERSONNEL RECORDS

PROCEDURES (continued)

2. Employee evaluations 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.
3. No material derogatory to the employee shall be open to inspection until ten days after the employee has been notified.
4. The payroll deduction records of the employee shall be confidential.
5. Employee medical records, including medical claims, psychiatric and psychological records, shall be confidential; however, at any hearing regarding an employee's competency or performance, the hearing officer or panel shall have access to such records.
6. Sealed or expunged criminal history records (pursuant to Florida Statutes) shall not be disclosed nor made a part of any employee's personnel file.

(3) Employee Inspection of Personnel Records:

- (a) Notwithstanding other provisions of this rule, all aspects of each employee's personnel file shall be open to inspection at all times by School Board Members, the Superintendent and the principal or their respective designees in the exercise of their respective duties.
- (b) 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: Florida Statute:120.54

LAWS IMPLEMENTED: Florida Statutes: 1001.42, 1001.51, 1012.31

HISTORY: Adopted: March 14, 2005
Reformatted without change in text: October 31, 2008
Revision Date(s):
Formerly: 304.011

References: Human Resources Manual
Collective Bargaining Agreements
Employee Handbook

6.8 GRIEVANCE PROCEDURES FOR EMPLOYEES

POLICY

The Superintendent shall develop and the Board shall approve procedures for employees to file grievances alleging violations of School Board policy, employment discrimination or harassment, unfair or unreasonable employment practices or violation by other employees of known law such as whistleblower complaints. Such grievances must be filed within a designated period of time and progress through steps culminating with mutual resolution or School Board action, as applicable.

Grievances of bargaining employees over alleged violations of a negotiated agreement are to be processed according to the provisions of the collective bargaining agreements and are the only grievances that may be advanced to binding arbitration. For complaints of discrimination, bargaining employees may proceed either through the Board approved Grievance Procedures for employees or through those defined in collective bargaining agreements.

PROCEDURES

- (1) Grievances alleging violations of the negotiated contracts with the Manatee Education Association, and the negotiated contract with AFSCME Local 1584 shall be filed pursuant to the provisions of the appropriate contract.
- (2) Grievance Procedures for non-bargaining employees are published in detail in the Employee Handbook and are summarized here:
 - (a) Employees are first encouraged to meet informally with supervisors to amicably attempt to resolve the grievance.
 - (b) Any grievance not resolved informally should be presented in writing by the grievant to the supervisor or other appropriate administrator.
 - (c) If the issue is not resolved after a discussion of the written grievance with a supervisor, then the employee may proceed to the next step, but only proceed according to the procedures outlined in the Employee Handbook.
- (3) Complaints of discrimination or harassment based on race, disability or ethnic origin, religion or sex should be filed pursuant to Policy 2.19.

6.8 GRIEVANCE PROCEDURES FOR EMPLOYEES

PROCEDURES (continued)

STATUTORY AUTHORITY: Florida Statute: 120.81(1)(a); 1001.32(2);
1001.41; 1001.42-43

LAWS IMPLEMENTED: Florida Statutes: 1000.01; 1000.05; 1001.42,
34CFR200.43(c); P.L. 201-44, 1001.41(2);
1001.42(17) Code of Federal Register

HISTORY: Adopted: March 14, 2005
Revision Date(s): February 12, 2007
Reformatted without change in text: October 31, 2008
Formerly: 331
Supplement No. 19

6.9 ETHICS

POLICY

All school board employees, because of their responsibility as role models to the children of the Manatee County community, shall be held to a high moral and ethical standard of conduct, both in their everyday employment and in their roles within the community.

All employees, including administrative and instructional staff members, shall receive and familiarize themselves with the "Code of Ethics of the Education Profession in Florida," located in the State Board of Education Rules. All employees shall abide by the code at all times, and shall be held to the standards of the code in all matters related to their employment with the Manatee County School Board.

The School Board of Manatee County supports strong internal control in its procedures and practices. All incidents of suspected improprieties should be reported to the Superintendent or filed with the designated official using the Board adopted employee grievance procedures.

If the provisions of this policy are found to be inconsistent with the clear language of any employee collective bargaining agreement, the terms of the collective bargaining agreement shall prevail.

PROCEDURES

- (1) Employees found to be in violation of the School Board Policy on Ethics may be subject to disciplinary procedures up to and including a recommendation for dismissal.
 - (a) All employees are expected to notify their supervisor or other appropriate administrator, subject to established procedures, of any violations of law, School Board rule, instances of discrimination, suspected child abuse, or inappropriate use of district facilities, properties or funds. All employees are prohibited from the solicitation or acceptance of gratuities or favors or any thing of monetary value for personal gains through their role as a school board employee.
 - (b) Anyone known to be violating a local, state, and/or federal law on School Board property or at a school function will be subject to referral for prosecution to the appropriate law enforcement agency. Such violations when known should be referred to the Superintendent's office.

6.9 ETHICS

PROCEDURES

(2) All employees shall self-report to their immediate supervisor and to the Superintendent's office within forty-eight (48) hours if they are directly involved in any of the following:

- (a) Any arrests/charges against themselves involving the abuse of a child or the sale and/or possession of a controlled substance.
- (b) If they are convicted, found guilty, had adjudication withheld, have been committed to a pretrial diversion program, or have entered a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation.

STATUTORY AUTHORITY:

Florida Statute: 120.54, 1001.41; 1001.42

LAWS IMPLEMENTED:

Florida Statutes: 230.091; 1001.41; 1001.42;
1001.51; 1003.145; 887.13, 943.0585(4)(c);
943.059(4)(c)

HISTORY:

Adopted: March 14, 2005
Reformatted without change in text: October 31, 2008
Revision Date(s):
Formerly: New

References: State Board of Education Rules: 6B-1.006; 6B-1006
Employee Handbook
Board Policy: Child Abuse,
Employee Grievance Procedures
Code of Ethics of the Education Profession in Florida

6.10 INITIAL EMPLOYMENT OF PERSONNEL

POLICY

The Superintendent shall recommend to the School Board the establishment and classification of all positions, and the employment requirements for personnel appointed to those positions.

PROCEDURES

(1) Personnel Positions

- (a) Allocation of Positions: The Superintendent shall recommend the creation of positions within the school district, consistent with the approved staffing allocation formula.
- (b) Classification of Positions:
 - 1. A classification plan shall be established and maintained to provide for the grouping of all positions into classes based on duties, authority, and responsibilities.
 - 2. The written definitions of the classes, in the form of job descriptions, with their titles, shall describe the essential nature of the work and shall include a statement of the requirements as to education, experience, physical capability needed to perform the essential functions of the position, knowledge and skills which are required of candidates for each specified class of work.
 - 3. The School Board may amend the job descriptions as needed.
 - 4. The Human Resources Office shall maintain the job descriptions for all positions within the school district.
- (c) Posting of Positions:
 - 1. The Director of Human Resources shall maintain a listing of all vacancies within the district. All personnel shall be appointed or reappointed as prescribed by federal statutes, state statutes, school district and school board policies and procedures and in conformance with applicable State Board of Education rules.
 - 2. The Director of Human Resources shall administer a recruiting program to ensure a sufficient number of applicants. This recruiting program shall include a plan to increase the number of minority applicants.

(2) Employment Application Procedures

- (a) Applicants for all positions in the School District of Manatee County must submit an on-line application on the Paperless Application Tracking System (PATS), and are required to submit transcripts as applicable, and

6.10 INITIAL EMPLOYMENT OF PERSONNEL

PROCEDURES (continued)

a minimum of three satisfactory references from former employers or instructors, plus evidence of other qualifications as established for the positions.

- (b) Applicants must complete their application for employment through PATS. Assistance will be provided at the Human Resources Office and other district sites for those applicants who are unfamiliar with this process or who need additional assistance.

(3) Appointment to Positions

- (a) For any vacancy, the Human Resources Office shall provide to principals, directors or supervisors (the "Hiring Authorities") who make hiring recommendations to the Superintendent the names of applicants who have met minimum application requirements and those who are in the process of completing those requirements. This list will include names of applicants who are:
 - 1. Direct Applicants – Applicants who have applied for a specific position.
 - 2. Indirect Applicants – Applicants who have applied for a type of position; for example, primary grade teacher, any social studies teacher.
 - 3. Qualified Applicants – Applicants meeting the requirements of the job and the application.
 - 4. In Process Applicants – Applicants who have not completed application or job requirements.
- (b) Before the Hiring Authority may recommend an applicant who meets the requirements of the job, the Hiring Authority must contact at least three (3) references, one of whom must be the applicant's immediate previous employer and the Hiring Authority must note the names, positions, and the date of the references contacted. The Hiring Authority must enter the PATS System and indicate compliance with this requirement.
- (c) If an applicant has been previously employed by the School District of Manatee County, the Hiring Authority must contact the principal or supervisor of the applicant and determine the reason(s) for the employee leaving the position and the employment and discipline history, if any, of the applicant. If the applicant has worked elsewhere, the Hiring Authority must call the immediate previous employer to determine the reason(s), if any, the applicant left the position and the employment and discipline history of the applicant.
 - 1. The principal or other supervisor of the school/department wherein a vacancy exists shall recommend, through the Human Resources Office, the employment of a qualified individual to fill the vacancy. Except for Supervisory and Management Personnel (SAMP), the recommended applicant may begin work the day after the required

6.10 INITIAL EMPLOYMENT OF PERSONNEL

PROCEDURES (continued)

paperwork is received in the Human Resources Office. SAMP employees may not begin work until after School Board approval, or as approved by the Superintendent.

2. Prior to employment, applicants must be fingerprinted, successfully clear a Level 2 screening, and pass a drug test. This will be administered through the Human Resources Department. Employees in regular positions shall be required to pay the cost of the fingerprinting. All employees will be given access to an employee handbook and will be expected to be knowledgeable of its contents. No employee may begin work at a school or site unless the employee has been screened through the RAPTOR system.
 3. An appointment must be made to an allocated unit after all appropriate applications, interviews, and eligibility have been determined and approved by the Human Resources Office.
 4. Proper notification of appointment must be sent by the hiring authority in order to be received by the Human Resources Office at least one day prior to the reporting date for the new employee.
 5. No person may be paid in any position until the School Board has first approved the allocation.
 6. Applications are maintained in a computer data file and are available to all supervisory personnel in the school district.
 7. Drivers in positions which require possession of a commercial driver license will be subject to initial employment and annual physical examinations as prescribed by the Department of Transportation regulations in the Code of Federal Regulations.
- (d) Appointment Procedures for Full-Time Non-Degreed Vocational Personnel:
1. Candidates for full-time employment in non-degreed vocational instructional positions must meet the minimum requirements for employment as specified under Application Procedures but may substitute occupational experience for a college degree.
 2. Vocational instructors shall be eligible for a Professional Services Contract after three years of successful teaching in the area for which occupational expertise was established and completion of a specified 12 semester hours of college credit or an approved equivalent.
 3. Non-degreed vocational teachers are eligible for the same salary and benefits as certificated teachers with the same contractual status.
- (e) Appointment Procedures for Part-Time Non-Degreed Vocational Personnel: Candidates for part-time employment in non-degreed vocational instructional positions must meet the minimum requirements for employment as specified under Application Procedures but may substitute occupational experience for a college degree.

6.10 INITIAL EMPLOYMENT OF PERSONNEL

PROCEDURES (continued)

- (f) Appointment Procedures for Adult Education Instructional Personnel: Candidates for full-time employment as Adult Education Instructors must meet the minimum requirements for employment as specified under Application Procedures and shall hold a valid Educator's Certificate issued by the State Department of Education. Candidates for part-time employment as Adult Education Instructors must hold a bachelor's degree or higher in the area of assignment or hold a bachelor's degree or higher in another area plus thirty (30) semester hours in courses related to the assignment.
- (g) Appointment/Employment of Half-time (1/2) and Part-time Personnel:
1. The Superintendent is authorized to employ half-time (1/2) and part-time personnel.
 2. Half-time (1/2) personnel work four (4) hours per day or a combination of hours equaling twenty (20) hours per week.

STATUTORY AUTHORITY: Florida Statute: 120.81, 1001.32, 1001.41, 1001.42, 1001.51

LAWS IMPLEMENTED: Florida Statutes: 1012.23, 1012.28, 1012.40, 1012.36

HISTORY: Adopted: March 14, 2005
Reformatted without change in text: October 31, 2008
Revision Date(s): October 12, 2009
Formerly: New

References: State Board Rule 6A-1.0503
State Board Rule 6A-4.066
State Board Rule 6A-4.072
Employee Handbook
Human Resources Manual
Job Description Manual
Appointment Procedures for Vocational/Adult Education Instructional Personnel

6.11 PROCEDURES GOVERNING EMPLOYMENT:
DISTRICT RULES OF WORK

POLICY

The Superintendent shall recommend to the School Board procedures governing the conduct of employees including conflict of interest, nepotism, alcohol and drug abuse, transfers, resignation, retirement and involuntary terminations. This shall include the establishment of procedures to address employee grievances. To the extent that these procedures conflict with the clear language of a collective bargaining agreement, that agreement shall prevail.

PROCEDURES

(1) Suspension or Termination of Employees:

Any employee of the School Board may be temporarily suspended, with or without pay, or permanently terminated from employment, for just cause including, but not limited to, immorality, misconduct in office, incompetence, gross insubordination, willful neglect of duty, drunkenness, or conviction of any crime involving moral turpitude, violation of the Policies and Procedures Manual of the School District of Manatee County, violation of any applicable Florida statute, violation of the Code of Ethics and the Principles of Professional Conduct of the Education Profession in Florida.

(2) Supervisory Relationship to Employees:

No employee shall be placed into a direct supervisory relationship over another employee who is a member of his/her immediate family or household. A "direct supervisory relationship" is that which exists between the staff member and the person who is responsible for conducting the staff member's annual formal evaluation. "Immediate family" shall include spouse, parents, siblings, children, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law or sister-in-law.

(3) Absence of Employees:

(a) Normally, if any of the instructional staff employed in the public school system is unable to perform his or her duties and consequently has to be absent from his or her assignment, he or she shall notify the principal of the school or designee the night before if possible, but in any event, no later than one-half (1/2) hour before the assigned starting time. In the event of an emergency, notification by the teacher should be done as

6.11 PROCEDURES GOVERNING EMPLOYMENT:
DISTRICT RULES OF WORK

PROCEDURES (continued)

soon as possible. Any member of the instructional staff who fails to comply with this provision relating to reporting absence may be considered absent without leave and shall forfeit compensation for the time of the absence, and he or she may be subject to disciplinary action.

- (b) If any support employee is unable to perform his or her duties and consequently has to be absent from his or her assignment, he or she shall notify the supervisor as required by departmental procedures. Any member of the support staff who fails to comply with this provision relating to reporting absence, may be considered absent without leave and shall forfeit compensation for the time of the absence, and he or she may be subject to disciplinary action.
- (c) All employees whose position requires a substitute in the event of employee absence shall comply with all call-in provisions for that position.
- (d) All employees are expected to be in attendance at work sites at all times. Excused absences are the only exception to this. Excessive absences even though excused, have an adverse impact on performance and is an issue to be addressed in performance evaluation affecting continuing employment.

(4) Accepting Gifts:

Employees shall not receive any benefit or directly profit from any contract or purchase made by the School Board of Manatee County, beyond the benefits provided under the terms of their employment contracts.

No employee of the School Board acting in his or her official capacity as purchasing agent shall either directly or indirectly purchase, rent, or lease any realty, goods or service for the District from any business entity or which the employee or the employee's spouse or child, an officer, partner, director, proprietor or otherwise has a material interest.

Any donations of real or tangible personal property which are made to the District or to any district school or facility must be pre-approved by the Superintendent according to established procedures prior to acceptance, in order to insure that such gifts are consistent with all legal health and safety standards, and to insure that the District has the capability to support and maintain any such property.

6.11 PROCEDURES GOVERNING EMPLOYMENT:
DISTRICT RULES OF WORK

PROCEDURES (continued)

(5) Promotions:

Employees are encouraged to prepare themselves for advancement in their profession. All vacancies shall be posted for a specified period of time. If an employee believes that he/she meets the requirements for a posted position for which he/she seeks consideration, an application on-line expressing such should be submitted to the Human Resources Office within the posting period.

(6) Solicitation:

Any employee's efforts to solicit or sell at the work site is prohibited except when approved by the Superintendent for school or community campaigns of unusual merit. Capitalizing on one's position in the Manatee County School District to sell merchandise or services will be considered a violation of Board policy leading to disciplinary action.

(7) Compensation from Other Services:

No employee may use his or her regular work hours to earn compensation from sources other than the Board except for services construed to be of desirable public service approved by the Superintendent.

(8) Political Activities:

Participation in political activities may be desirable but such activity must not be brought into the classroom unless it relates to the established curriculum where all viewpoints are fairly examined. (See Policy 3.9 for additional requirements.) Political campaigning by candidates for public office shall not be allowed in school district facilities in any form. This policy does not prevent appearances by public officials by invitation for other purposes.

(9) Specific Health Examination:

(a) An employee may at any time be required by the Superintendent to undergo a physical or psychiatric examination immediately to determine whether he or she is capable of carrying out the responsibilities of his or her position in an adequate manner. The results of the examination(s) will be filed with the Superintendent immediately upon completion. Appropriate action based upon the results of the examination shall be taken by the Superintendent. The costs of the examination(s) shall be

6.11 PROCEDURES GOVERNING EMPLOYMENT:
DISTRICT RULES OF WORK

PROCEDURES (continued)

borne by the school district. Refusal of an employee to undergo physical or psychiatric examination shall be grounds for the School Board to place the individual on leave or to terminate his or her contract.

- (b) The Superintendent shall present a list of no fewer than three (3) physicians or psychiatrists to the employee. The employee shall select one of these doctors for the examination, except that the employee may not select any physician or psychiatrist with whom the employee has had prior consultation or evaluation.

(10) Alcohol and Drug-Free Workplace:

Employees are expected to be free of the influence of, use of, possession, selling and dispensing of drugs and alcohol while on duty or while on School Board property. Because of the special role the school system plays in discouraging our students from using controlled substances, employees are further expected to refrain from illegally using, possessing, manufacturing, dispensing, or selling controlled substances (illegal drugs) in their private lives.

All employees will be required to undergo drug and alcohol testing immediately following any motor vehicle accident of a serious level as defined under the provisions of the Commercial Driver's License regulations, while driving a school board owned or district-leased vehicle. All drivers of district vehicles shall be subject to the drug and alcohol testing rules of the Department of Transportation. All other employees shall be subject to drug and alcohol testing as defined in the employee handbook or in the appropriate collective bargaining agreement.

(11) Transfers:

An employee who desires a transfer within the School District may request on-line that he/she be considered for such transfer. The Superintendent may recommend to the School Board the involuntary transfer of employees, as deemed necessary. All transfers must be consistent with the negotiated provisions of all collective bargaining agreements.

(12) Termination:

Termination from employment may occur as follows:

6.11 PROCEDURES GOVERNING EMPLOYMENT:
DISTRICT RULES OF WORK

PROCEDURES (continued)

(a) Resignation:

An employee may leave the service of the School Board of Manatee County voluntarily by resignation. The Superintendent or Executive Director for Human Resources is authorized to accept resignations tendered by an employee, and once accepted, the resignation cannot be withdrawn without written permission by the Superintendent or the Executive Director for Human Resources. Employees are expected to submit a written notice of resignation to the Superintendent or Executive Director for Human Resources in a timely fashion to provide adequate prior notice. Resignations shall be reported to the School Board as an informational item in the Human Resources portion of the consent agenda at least monthly.

(b) Retirement:

Any employee who plans to retire shall concurrently submit a letter of Intent to Retire to the School Board and an application to the retirement system for retirement benefits.

(c) Involuntary Termination:

Any employee of the School Board may be terminated from employment, for just cause including, but not limited to, immorality, misconduct in office, incompetence, gross insubordination, willful neglect of duty, drunkenness, or conviction of any crime involving moral turpitude, violation of the Policies and Procedures Manual of the School District of Manatee County, violation of any applicable Florida statute, violation of the Code of Ethics and the Principles of Professional Conduct of the Education Profession in Florida.

(d) Death of the Employee:

Family members of deceased employees are entitled to specific benefits of the employee, the same as if the employee retired. Upon receipt of notification of an employee's death, the department head shall immediately notify both the Human Resources and the Payroll Departments in order to expedite notification to the family of appropriate steps to insure benefits.

(13) Employment Exit Interview:

Individuals seeking to terminate their employment are expected to participate in an employment exit interview.

(14) Employee Grievances:

6.11 PROCEDURES GOVERNING EMPLOYMENT:
DISTRICT RULES OF WORK

PROCEDURES (continued)

The District has established procedures for employees to file grievances alleging violations of School Board Policy, discrimination or harassment, unfair or unreasonable employment practices and for alleging violation by other employees of known law (i.e., whistleblower complaints). Such grievances must be filed within a designated period of time and progress through steps culminating with mutual resolution or School Board action, as applicable. For complaints of discrimination, bargaining employees may proceed either through these grievance procedures or through those defined in collective bargaining agreements.

STATUTORY AUTHORITY: Florida Statute: 120.81(1)(a), 1001.32(2),
1001.41-43

LAWS IMPLEMENTED: Florida Statutes: 121.021, 1000.05, 1012.33,
1012.65

HISTORY: Adopted: March 14, 2005
Revision Date(s): July 10, 2006
Reformatted without change in text: October 31, 2008
Formerly: 304.028, 304.036, 304.038, 304.039, 331, 307
Supplement No. 10

References: Human Resources Manual
Employee Handbook: Employee Performance Evaluation Forms
Negotiated Agreement with the Manatee Education Association
Negotiated Agreement with AFSCME Local 1584
Manatee County School Board Policy:
 Discrimination and Harassment Prohibited
 Grievance Procedure for Employees
 Ethics Policy
Drug/Alcohol Testing Rules for Drivers of District Vehicles

6.12 EMPLOYEE CONTRACTS, PROBATION, AND REQUIREMENTS FOR CONTINUED EMPLOYMENT

POLICY

The Superintendent shall recommend to the School Board requirements and procedures for continued employment, including certification, probation, duties of employees, contracts and assessment.

PROCEDURES

(1) Certification and Qualification of Instructional Personnel

(a) Certification

1. Individuals employed in instructional positions shall be properly certificated or be eligible for certification, and highly qualified.
2. Certificated personnel whose certificates are expiring will be notified by the Human Resources Office of such expiration during the last year of validity of their certificates. It is the responsibility of the certificate holder to complete necessary requirements and paperwork for certificate renewal.
3. Certificated personnel are required to be highly qualified in accordance with the No Child Left Behind Act. To attain highly qualified status certificated personnel must have one of the following:
 - a. Pass a Florida Subject Area Exam;
 - b. Hold a completed HOUSSE Form completed prior to July 1, 2006;
 - c. Hold a completed and verified Out-of-State or other Florida School District Highly Qualified Form; or
 - d. Hold a K-12 or Secondary subject area certification other than in social science and Exceptional Student Education (ESE).
 - e. ESE teachers must be highly qualified in ESE and any content area course they are assigned to teach.
4. Instructional Support Staff/Paraprofessionals may attain highly qualified status by:
 - a. Graduating with a regular high school diploma, and
 - b. Earning 60 credits of college credits from an accredited college or university, or passing a rigorous test approved by the district.
5. Except as provided in (b) below, current Instructional staff (certificated and support) not highly qualified will have one full school year after the effective date of this policy to become highly qualified or move from their instructional position.

(b) Out-of-Field Assignment

6.12 EMPLOYEE CONTRACTS, PROBATION, AND REQUIREMENTS FOR CONTINUED EMPLOYMENT

PROCEDURES (continued)

1. A teacher may only be approved by the Human Resources Office for an out-of-field assignment in rare occasions and only if a teacher with appropriate certification coverage is not available. Any teacher who is employed or assigned out-of-field is required to complete six semester hours per calendar year toward certification in the area of assignment(s) within twelve months of having begun the assignment. This will continue until the teacher is properly certificated for that assignment or until such time that the individual is employed in a field for which he or she possesses certification coverage.
2. Approval must be granted by the School Board for any teacher who is assigned to teach a subject for which he or she is not properly certified.
3. When a teacher is employed or assigned teaching duties outside his or her field, the parents or guardians of all students in the class shall be notified in writing of such assignment.

(c) Appointed Experts

1. The Superintendent shall be authorized to recommend for instructional positions persons who possess expert skills in or knowledge of a particular subject.
2. The degree level of such persons shall be set by the Superintendent according to the education and training of the person.
3. Such persons shall be accorded all benefits of certificated instructional personnel except as specified by law, State Board of Education rules, or policies of the School Board.

(2) Educational Support Employee Initial Probationary Period

All full-time educational support employees will serve an initial probationary period of three (3) years. During the initial probationary period, the employee will be evaluated at least annually and may be recommended for continuance of the initial probationary period for an additional year. During the initial probationary period, the educational support employee is an employee at will and may be terminated at any time by the Superintendent and the employee has no expectancy of continued employment during or after the probationary period.

(3) Continued Employment Status

- (a) When an educational support employee has completed three (3) years of continuous satisfactory service in Manatee County within five (5) years except for duly authorized leave, and has been appointed for a subsequent year, he/she shall be recommended for continued

6.12 EMPLOYEE CONTRACTS, PROBATION, AND REQUIREMENTS FOR CONTINUED EMPLOYMENT

PROCEDURES (continued)

employment status unless the initial probationary period has been extended as provided in paragraph (2) above. Continued employment status means the employee will be reappointed as an employee from year to year unless the Superintendent terminates the employee's employment for just cause or as part of a reduction in force. Evaluation of employees on continued employment status will occur at least once per year.

- (b) An educational support employee who has attained continued employment status and who changes job classifications or job sites will be on probationary status in the new job classification or job site for a period of 120 working days and thereafter the employee will be on continued employment status. If employment is terminated during the 120 working days, the employee has no right to return to the previous job classification or job site but may apply for any vacancies.
- (c) An educational support employee hired by October 15 shall receive credit for a full year of experience towards continued employment status. An educational support employee hired after October 15 will start their initial probationary period the following school year if the employee is recommended for reemployment.
- (d) Educational support employees who are hired in a confidential position as defined below, shall remain on annual contracts for the duration of their employment. A "confidential employee" means any employee in the Finance, Human Resources or Legal Departments or an employee who acts in a confidential capacity to assist or aid a managerial (SAMP) employee who is a principal or director level and above.

(4) Reappointment of Personnel

A written recommendation regarding reappointment of every regular employee shall be made by the principal or other supervisor to the Superintendent. The Superintendent shall recommend the reappointment of teaching personnel to the School Board as required by law. Teacher personnel not recommended for reappointment shall be notified in writing by April 1.

(5) Acceptance of Offer of Reemployment

6.12 EMPLOYEE CONTRACTS, PROBATION, AND REQUIREMENTS FOR CONTINUED EMPLOYMENT

PROCEDURES (continued)

- (a) Each employee will be notified in writing if the School Board approves the Superintendent's recommendation for the employee's reemployment for the following school year.
- (b) The written notification shall constitute an offer of employment based upon the terms set forth in the notification.
- (c) The written notification shall be delivered to the employee at the employee's work location or by regular mail addressed to the last address provided by the employee if the employee is not present at the work location. It is the employee's responsibility to make sure that the District has the employee's current correct address.
- (d) The employee must accept the offer in writing and deliver the acceptance to the employee's principal or supervisor within 5 working days of the employee's receipt of the offer at the work location or within 10 working days from the date the offer was mailed to the last address provided by the employee.

(6) Performance Assessment

- (a) The Superintendent shall establish procedures for assessing the performance of duties and responsibilities of all employees in the school district.
- (b) The assessment for each employee shall be based on observations of the individual's work by his or her immediate supervisor, or as required under a negotiated contract.
- (c) A copy of each employee's evaluation shall be filed annually in the Human Resources Office by the date specified.
- (d) The written report of the assessment shall be reviewed with the employee and discussed with him or her by the person who made the assessment.
- (e) An employee may respond to an assessment in the manner provided by law or other approved procedures.

(7) Contracts for Instructional Personnel

6.12 EMPLOYEE CONTRACTS, PROBATION, AND REQUIREMENTS FOR CONTINUED EMPLOYMENT

PROCEDURES (continued)

Each member of the instructional staff shall receive an annual or Professional Services contract in accordance with the provisions of law. The contract shall be in accordance with the duly adopted salary schedules of the board and shall be for a definite term of service.

(8) Contracts for Administrative Personnel

- (a) Each member of the administrative staff on initial employment shall normally be given a written contract for a period not to exceed one year, subject to the condition that renewal of the contract from year to year shall be based on an acceptable and satisfactory annual review of the services rendered.
- (b) The School Board may enter into a contract with administrative personnel for up to three years.
- (c) Administrators and supervisors who have entered into a new contract year can only be released by the School Board through official action.

(9) Limitation on Contract Rights of Employees

The School Board, upon recommendation of the Superintendent, shall have the power to institute reductions in the length of employees' work year, temporarily furlough employees, reduce salary and hourly rates of employees, and lay-off employees as needed. Any such action shall conform to the provisions of applicable negotiated contracts.

(10) Professional Responsibility of Instructional Personnel

Members of the instructional staff of each school and all persons engaged in or employed in an instructional capacity for the School Board shall perform and carry out their duties and responsibilities according to, and shall be subject to, the following:

- (a) The requirements of Florida statutes relating to the qualifications of and the duties of the instructional staff.
- (b) The requirements of the regulations, rules, and policies of the State Board of Education of Florida, including but not limited to, the Standards of Competent Professional Performance set forth in chapter 6B-5 of the Rules of the State Board of Education of Florida.

6.12 EMPLOYEE CONTRACTS, PROBATION, AND REQUIREMENTS FOR CONTINUED EMPLOYMENT

PROCEDURES (continued)

- (c) The provisions of the Code of Ethics of the Education Profession in Florida as set forth in chapter 6B-1 of the Rules of Education of Florida.
- (d) The provisions of the contract of employment existing between the instructional employee and the School Board.
- (e) The requirements of all procedures in existence at a particular school in a particular program as enunciated by the principal or person in charge of the school or program.
- (f) All directives given by the principal or supervisory personnel as designated by the Superintendent shall be carried out. If an instructional employee entertains a valid doubt that the order or direction is contrary to existing statutes, procedures, or policies, he/she must so inform the principal or person giving the order or direction before carrying out the directive. Failure to adhere to the provisions or requirements of the foregoing may be grounds for suspension and dismissal.

STATUTORY AUTHORITY:

Florida Statute: 120.54

LAWS IMPLEMENTED:

Florida Statutes: 1001.42, 1001.51, 1012.66, 1012.43

HISTORY:

Adopted: March 14, 2005
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References: Human Resources Manual
Employee Handbook
Individual School Handbooks
Departmental Handbooks
Negotiated Contracts with the Manatee Education Association
Negotiated Contract with AFSCME Local 1584
Manatee County School Board Policy:
Discrimination and Harassment Prohibited

**6.13 INVESTIGATING COMPLAINTS AND OTHER MATTERS BY
THE OFFICE OF PROFESSIONAL STANDARDS**

POLICY

The Office of Professional Standards shall conduct investigations into alleged employee misconduct or other matters concerning the school district and make recommendations as to the disposition of such complaints or matters and report legally sufficient complaints to the Education Practices Commission.

PROCEDURES

(1) Department Personnel:

The Office of Professional Standards (OPS) shall consist of the Staff Attorney and one or more Specialists, Professional Standards.

(2) Complaints:

- (a) All Complaints concerning alleged employee misconduct or other matters that need investigation received by School Board Members, the Superintendent, or any employee in the district, shall be forwarded to OPS for investigation.
- (b) OPS will investigate each complaint or other matter in an appropriate manner, which may include, but not be limited to, the interviewing of witnesses, consideration of pertinent documents, review of electronic data, and obtaining a statement from the subject of the investigation. Any employee who is the subject of an investigation shall be informed of the investigation at the appropriate time.
- (c) Pursuant to Florida law, any complaint and any material relating to the investigation of a complaint against an employee are confidential and exempt from the public records law until the conclusion of the preliminary investigation or until such time as the preliminary investigation ceases to be active.
- (d) If at any time during an investigation there are allegations of criminal misconduct, the appropriate law enforcement agency will be notified.

(3) Subjects of an Investigation:

- (a) Any employee who is the subject of an investigation shall not directly or indirectly contact, intimidate, threaten, harass or retaliate against any witness or complaining person related to or associated with the investigation, or in any way interfere with an investigation.

**6.13 INVESTIGATING COMPLAINTS AND OTHER MATTERS BY
THE OFFICE OF PROFESSIONAL STANDARDS**

PROCEDURES (continued)

- (b) Any employee who is the subject of an investigation shall not contact any School Board Member or have anyone contact a School Board Member on their behalf during the investigation or any subsequent disciplinary proceedings which may result from the investigation.
- (c) An employee may be placed on administrative leave with pay or assigned to a different work location during the course of an investigation into the employee's conduct when such is deemed appropriate by the Superintendent (or designee).

4. All Employees:

- (a) All Board employees shall cooperate fully with OPS or other appropriate authorities who are conducting investigations.
- (b) Failure to cooperate completely and truthfully will subject an employee to disciplinary action.
- (c) All employees are required to notify OPS in writing within 48 hours if they are arrested or given a Notice to Appear for any criminal offense, including driving under the influence (DUI) and other criminal traffic offenses. Administrators and supervisors who become aware of subordinates who have been arrested, charged or given a Notice to Appear for such offenses will immediately notify OPS. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, employees shall self-report to OPS in writing any conviction, finding of guilt, withholding of adjudication, commitment to pretrial diversion program, or entering a pleas of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within 48 hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of sections 943.0585(4)(c) and 943.059(4)(c), Florida Statutes.
- (d) Under penalty of perjury, all employees must agree to inform his or her employer within 48 hours if convicted of any disqualifying offense while he or she is employed.

(5) Conclusion of Investigation:

- (a) At the conclusion of the investigation and determination of appropriate action, a copy of the contents of the investigation file will be offered to the employee as provided in 5B or 5C below and said contents will become

6.13 INVESTIGATING COMPLAINTS AND OTHER MATTERS BY THE OFFICE OF PROFESSIONAL STANDARDS

PROCEDURES (continued)

- part of the employee's personnel file and a public record 10 days after offering or providing said copies to the employee.
- (b) The contents of the investigation file will be numbered sequentially. The employee will be offered a complete copy of the investigation file and will sign for receipt of the file or sign a waiver of the right to receive a copy. Signature only signifies receipt and does not necessarily indicate agreement with its contents.
 - (c) If an employee is no longer employed by the school district or is otherwise not available for personal delivery of the investigation file, OPS will send the file to the employee's last known address by certified mail return receipt requested.
 - (d) An employee has the right to answer in writing any materials in an investigation file and such response shall be included as part of the investigation file.

(6) Education Practices Commission :

As required by section 1012.796(1)(c), Florida Statutes (2005), all legally sufficient complaints concerning certificated employees shall be filed in writing with the Department of Education, Education Practices Commission, within 30 days after the date on which subject matter of the complaint comes to the attention of the School District of Manatee County.

(7) Flow Chart:

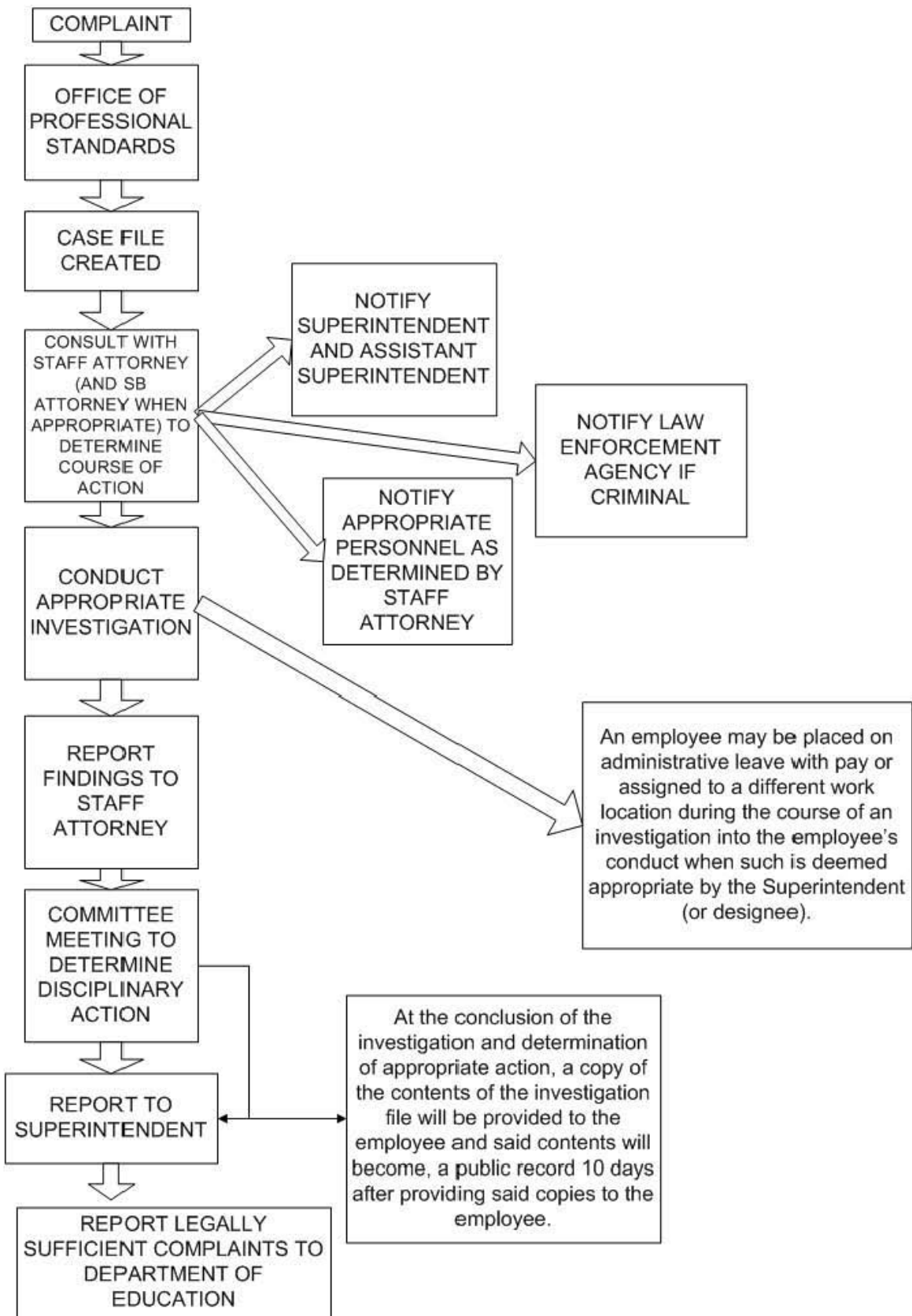
On the following page, the flow chart generally describes the course of an investigation but may not be the case in every instance.

STATUTORY AUTHORITY: Florida Statute: 120.81 (1)(a); 1001.32(2); 1001.41; 1001.42; 1001.43; 1012.23

LAWS IMPLEMENTED: Florida Statute: 1012.27; 1012.31; 1012.796
FAC:6B-1.006(5)(m)

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CHAPTER 6.00 - PERSONNEL



6.14 EMPLOYEES WITH AIDS OR HIV DISEASES

POLICY

All employees diagnosed as having Human Immunodeficiency Virus (HIV) Disease or Acquired Immune Deficiency Syndrome (AIDS), including clinical evidence of infection with the AIDS associated virus (HIV) and receiving medical attention may wish to continue work. As long as employees are able to meet acceptable performance standards, and medical evidence indicates that their condition is not a threat to themselves or others, employees shall be eligible for employment. Federal and State laws also mandate, pursuant to the laws protecting disabled individuals, that those individuals not be discriminated against on the basis of their disability, and that if it becomes necessary, some reasonable accommodations be made to enable qualified employees to continue to work.

PROCEDURES

(1) Confidentiality:

The School Board realizes that an employee's health condition is personal and confidential. Personal medical files or information about the employees are exempt from public disclosure. In addition, information relating to a specifically named individual, the disclosure of which would constitute an unwarranted invasion of personal privacy, is prohibited.

Thus, special precautions should be taken to protect such information regarding an employee's health condition in order to prevent instances of disclosure that may invade the personal privacy of employees. Only those supervisors with a clear need to know should be informed of an employee's health condition.

(2) Conditions which may Warrant Convening of Advisory Panel:

Any staff member diagnosed as having AIDS or HIV Disease (including clinical evidence of infection) and receiving medical attention is not prohibited from reporting for duty. However, if an employee so diagnosed evidences any one of the following conditions, the Superintendent of Schools will convene an Advisory Panel for the purpose of making recommendations to the most work assignment for the employee:

- Manifestations of clinical signs or symptoms which indicate progression of the illness from HIV Disease to AIDS.
- Demonstration of "risky or harmful" behavior to self or others.
- Unstable or decompensated neuropsychological behavior.

6.14 EMPLOYEES WITH AIDS OR HIV DISEASES

PROCEDURES (continued)

- Presence of open wounds, cuts, lacerations, abrasions or sores on exposed body surfaces where impervious occlusion cannot be maintained.
- Impairment of gastro-intestinal or genito-urinary function such that control of internal body fluids cannot be maintained.

(3) Advisory Panel Composition:

The Advisory Panel shall be composed of:

- (a) Superintendent of Schools of Manatee County.
- (b) County Health Officer of Manatee County Public Health Department.
- (c) Attending physician of the employee with HIV infection.
- (d) Secretary to the Superintendent, to serve ex-officio as official recorder of the panel's review meeting.
- (e) Infectious disease specialty physician, when and as determined by the Superintendent as appropriate.
- (f) Legal counsel for School Board, when and as determined by the Superintendent as appropriate.
- (g) Legal counsel, union representative or other advisor of the employee, when and as appropriate or requested.
- (h) Other school district staff when and as appropriate as determined by the Superintendent.
- (i) Persons listed in A through C shall constitute the Advisory Panel.
- (j) Persons listed in E through H may participate at the invitation of the Superintendent or at their request.

(4) Advisory Panel Responsibilities:

(a) The general intent of the Advisory Panel is to serve as an expert professional resource to advise the Superintendent in special situations where information about appropriate environment may not be available, complete, clear, or readily amendable to lay interpretation. It is expected that recommendations of the Advisory Panel shall be based solely upon current medical information consistent with established ethical guidelines and considerations in accordance with Guidelines of the Centers for Disease Control and other scientific and relevant professional bodies.

(b) Responsibilities of Advisory Panel shall include:

1. Review employee's medical history, and current status.
2. Review prior work assignments and employment history.

6.14 EMPLOYEES WITH AIDS OR HIV DISEASES

PROCEDURES (continued)

3. Assess risk/benefit options; and then present and discuss employment history.
4. Reduce findings, options, and recommendations to writing and review draft report before submission to Superintendent, focusing on key issues, unresolved problems, if any, and summary recommendations.
5. Submit written report to Superintendent and remain available as needed.
6. Re evaluate all Panel cases on a continuing basis as needed.

(5) Advisory Panel Protocol:

If the Superintendent determines that any one of the conditions in Number 2 exists, the employee in question will be placed on sick leave or special assignment.

- (a) The Superintendent shall have fifteen (15) working days to collect data relevant to the case. He must also schedule and notify Advisory Panel members of initial review meeting, date, time and location.
 1. The Superintendent shall request consent for release of medical information and past medical history, laboratory tests and other relevant records.
 2. Critical medical tests and other procedures may be conducted during this period as requested by the student's physician, the County health Officer or other medical practitioners as warranted.
- (b) The Advisory Panel shall have ten (10) additional work days to review the data collected and to make a recommendation to the Superintendent.
 1. If a medical review indicates that the continuation of special status is not indicated, The Advisory Panel will recommend that the employee return to work.
 2. If a medical review indicates that continuation of special status is indicated, the Advisory Panel will recommend that the risk/benefit options and employment options be discussed with the employee.

6.14 EMPLOYEES WITH AIDS OR HIV DISEASES

PROCEDURES (continued)

STATUTORY AUTHORITY:

Florida Statutes: 120.81(1)(a); 1001.32(2);
1001.41; 1001.42-43

LAWS IMPLEMENTED:

HISTORY:

Adopted: February 12, 2007
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6.16 EMPLOYMENT STANDARDS

POLICY

The School Board recognizes that it is vital to the successful operation of the District that positions created by the Board be filled with highly qualified and competent personnel. Any person employed in a position requiring certification shall possess a valid certificate issued pursuant to Florida law and shall file the certificate with the District.

PROCEDURES

- (1) The Board shall approve the employment, determine the compensation, and establish the term of employment for each employee employed by the Board. Approval shall be given only to those candidates for employment recommended by the Superintendent. Administrators shall recommend to the Superintendent the best qualified applicant available.
- (2) Any staff member's misstatement of fact material to qualifications for employment or the determination of salary shall constitute grounds for dismissal.
- (3) To be eligible for employment, an individual must be of good moral character, be at least 18 years of age if employed in an instructional position, and, if required, hold a valid certificate issued pursuant to Florida law and the rules of the State Board of Education or the Department of Children and Family Services, except when employed pursuant to section 1012.55, Florida Statutes or under the emergency provisions of section 1012.24, Florida Statutes. Previous residence in this State shall not be required in any school of the state as a prerequisite for any person holding a valid Florida certificate or license to serve in an instructional capacity. A person who is found through background screening, pursuant to Board Policy, to have been adjudicated guilty of a crime specified in section 1012.315, Florida Statutes, or convicted of any crime involving moral turpitude as defined by rule of the State Board of Education, shall not be employed, engaged to provide services, or serve in any position that requires direct contact with students.
- (4) Additionally, the following guidelines shall apply:
 - (a) Category One:
The District will not hire applicants who have been convicted of Category One offenses which include felony sexual related crimes, lewd and lascivious crimes, and felony child abuse crimes.

6.16 EMPLOYMENT STANDARDS

PROCEDURES (continued)

- (b) Category Two:
The District will not hire the applicant if the conviction for a Category Two Offense was within the last 25 years. The District will consider the applicant and carefully review the conviction for a Category Two offense if it was beyond 25 years. Category Two offences include felony crimes of violence and felony sale of controlled substances.

- (c) Category Three:
The District will not hire the applicant if the conviction for a Category Three Offense was within the last 10 years. The District will consider the applicant and carefully review the conviction for a Category Three Offense if it was beyond 10 years. Category Three offenses include other felony crimes (except those designated under Category Five), any other misdemeanor crimes of a sexual nature, and misdemeanor crimes related to children.

- (d) Category Four:
The District will not hire the applicant if the conviction was within the last 5 years. The District will consider the applicant and carefully review if the conviction of a Category Four offense was beyond 5 years. Category Four offenses include misdemeanor drugs, misdemeanor crimes of violence, and misdemeanor crimes involving weapons.

- (e) Category Five:
The District will consider the preceding convictions in Category Five on a case by case basis. Category Five offenses include other misdemeanors and felony crimes involving worthless checks.

- (5) The term conviction includes a conviction by a jury or by a court and shall also include the forfeiture of any bail, bond or other security deposited to secure appearance by a person charged with having committed a felony or misdemeanor, the payment of a fine, a plea of nolo contendere (no contest), the imposition of a deferred or suspended sentence by the court, adjudication withheld, finding of guilt or entry into a pre-trial intervention, pre-trial diversion, or similar program.

- (6) A candidate whose employment application has been rejected due to conviction of a disqualifying criminal offense may appeal to the Criminal Appeal Committee. The Criminal Appeal Committee shall be made up of the Staff Attorney, a specialist from the Office of Professional Standards, and the Director for Human Resources or designee. Applicants appealing to the

6.16 EMPLOYMENT STANDARDS

PROCEDURES

Committee shall have the burden of setting forth sufficient evidence of rehabilitation, including, but not limited to, the circumstances surrounding the criminal incident for which an exemption is sought, the time period that has elapsed since the incident, the nature of the harm caused to the victim, and the history of the applicant since the incident, or any other evidence or circumstances indicating that the applicant will not present a danger if employment is allowed. In the case of rejection due to an adjudication of guilt for an offense listed in section 1012.315, Florida Statutes, the only basis for appeal to the Committee shall be mistaken identity. The decision of the Committee is final.

- (7) The Superintendent or designee shall also conduct employment history checks of all candidates for positions. The employment history check shall include, but not necessarily be limited to, contacting any previous employer and screening the candidate through the use of the screening tools described in State law. If contact with a previous employer cannot be made, the Superintendent shall document the efforts made to do so. The Superintendent or designee shall also screen the employee using the Professional Practices Database of Disciplinary Action Against Educators and the Department of Education Teacher Certification Database.

STATUTORY AUTHORITY: Florida Statute: 1001.42(6) and (7)

LAWS IMPLEMENTED: Florida Statutes: 1001.42 (6) and (7), 1012.315

HISTORY: Adopted: October 26, 2009
Formerly: New