



# Employee Handbook

## 2020-2021

## **Purpose of the Handbook**

The Department of Human Resources has developed this Employee Handbook as a guide to help you during your employment with the School District of Manatee County. On behalf of the members of the School Board and the Superintendent of Schools, we thank you for choosing Manatee County as your employer. This handbook is designed to share important information about Manatee County Schools. However, it is not intended to be all-inclusive or address every situation that may arise during your employment, nor is it a substitute for Board policies or official statements. If there is any conflict between this handbook and a Board Policy, the policy takes precedence. All policies are accessible at [ManateeSchools.net](http://ManateeSchools.net) under "District".

As policies and procedures may change during a school year, the Superintendent reserves the right to alter the content or application of this Employee Handbook. While reasonable effort will be made to inform you of changes as they occur, it is your responsibility to review District policies and seek clarification as needed. This handbook supersedes all other Employee Handbooks for Manatee County Public Schools effective upon the revision date as indicated.

For more information, please contact your worksite supervisor or access the Department of Human Resources from the District's website at: [ManateeSchools.net](http://ManateeSchools.net) and click on "Who do I contact for HR help?" It is our goal to help you understand your rights, responsibilities, benefits and the operation of our school district so that you can become a vital member of our organization.

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# Chapter I – Welcome

## **Vision Statement**

The School District of Manatee County will educate and develop all students today for their success tomorrow.

## **Mission Statement**

The School District of Manatee County will be an exemplary student-focused school system that develops lifelong learners to be globally competitive.

## **Organization**

The district leadership includes a five-member School Board and a Superintendent who is appointed by The School District. Each Board Member represents a specific geographic district but is elected in a county-wide vote.

Board members serve four-year terms. A Board Election is conducted every two years. Board members are elected from two districts in one election and from the other three districts in the following election.

The Superintendent is the Chief Administrative Officer for the District. She directly supervises the Deputy Superintendent of Instructional Services and Deputy Superintendent of Business Services Operations.

### ***Welcome to the School District of Manatee County!***

***On behalf of our more than 49,000 students and 7,000 employees, it is an honor to welcome you to our district. If you are new to our community, I know you will not only come to love the natural beauty that surrounds us; you will also learn to treasure the relationships of people like you, who have devoted their careers to educating the children of Manatee County.***

***You are joining our school district family during a very exciting time. During the last several years, we have established a significant trend of progress academically, financially and in terms of our ability to compete with other school districts in our area and around the state.***

***Ultimately, this record of success led to increased community support which resulted in Manatee County voters approving two county-wide tax referendums during the last three years. Those additional funds have helped us increase pay for teachers and other employees like you, and helped us build three brand new schools to open this year.***

***This employee handbook is an introduction to our District and will help you to be a successful employee. I hope it will prove to be a valuable resource and reference tool. We want you to feel comfortable and at home here, so if you have questions, just ask.***

***We use the term “WeManatee.” It stands for “We are the School District of Manatee County.”***

***The key word in that phrase is “We,” because it takes all of us working together to educate our students.***

***We all stand stronger when We stand together.***

***Sincerely,***

*Cynthia Saunders  
Superintendent*

## The School District

The School Board for the 2020-2021 School Year is composed of the members shown below.

From left: Charlie Kennedy, Mary Foreman, Dr. Scott L. Hopes, Gina Messenger, and Rev. James Golden



### Contact School Board Members

School Board members do not keep regular office hours, but are reachable and can be contacted here:

<https://www.ManateeSchools.net/domain/1115>

941.708.8770 x 41155

School District of Manatee County

215 Manatee Avenue West

Bradenton, FL 34205

Phone: 941.708.8770 x 41155

Fax: 941.708.8653.

### Written Communication

Florida has a very broad Public Records Law. Virtually all written communications to or from School District Personnel are public records available to the public and media upon request. E-mail sent or received on the School District system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.

## Chapter II – Being a School Board Employee

All School District of Manatee County (SDMC) employees are responsible for knowing and following the SDMC Policy and Procedure Manual and the Employee Handbook which are provided on the SDMC website <https://www.ManateeSchools.net/Page/1>

Furthermore, all SDMC employees must abide by all Federal and State laws

### Employee Definitions

**The School District has four employee classifications:**

**Supervisors, Administrators, Managers, Professionals (SAMP)/Hourly Non-Bargaining:** Includes personnel who perform management activities such as developing board policies and procedures for the School District and executing those policies at all levels within the School District. Administrative personnel are generally senior level professionals who have been assigned the responsibilities of system-wide or school-wide functions. Examples of administrative employees include: superintendent, deputy superintendents, principals, assistant principals, executive directors, directors, managers, coordinators, analysts, project managers and others who perform management activities and, hourly employees such as secretaries, administrative assistants, and other support personnel

**Paraprofessional:** The Paraprofessional Unit includes all full time and part time teacher aides, teacher assistants, technology assistants, library assistants, liaisons, interpreters, health aides. The bargaining agent is the Manatee Education Association (MEA). A full listing of positions included in this unit can be found in Article III of the negotiated contract.

**Instructional:** Includes employees whose positions require certification including, but not limited to: Department Chairpersons; Grade Level Chairpersons; Guidance Counselors; Social Workers; Classroom Teachers; Visiting Teachers; Homebound Teachers; Librarians; Psychologists; all Instructional Specialists; Summer School Teachers; Guidance Counselors, Speech Language Pathologists; Adult and Community Education Teachers. The bargaining agent is the Manatee Education Association (MEA). A full listing of positions included in this unit can be found in Article III of the negotiated contract.

**American Federation of State, County and Municipal Employees (AFSCME):** The AFSCME Unit includes all custodians, food service workers, school bus drivers, bus monitors, bus aides, warehouse workers, warehouse drivers, communication technicians, and maintenance workers. A full listing of positions included in this unit can be found in the Article 1 of the AFSCME negotiated contract.

### Work Schedules

Employees are hired for various work schedules. Employee work schedules vary from 243 working days to 185 working days. The number of days in a working schedule is dependent upon the job. For example, Cafeteria Managers work a 191-day schedule while a school clerk works 197-day schedule. Check with your manager to determine your specific schedule.

## **The Professional Code of Ethics**

Because our business involves children, the community holds us to a higher standard than many other professions. As a result, a Professional Code of Ethics governs all employees of the School Board of Manatee County. Separate Codes of Ethics govern Support and Instructional staffs, but the spirit and intent of each is the same: to maintain the worth and dignity of people. Please ensure you are familiar with its contents, as violations can lead to disciplinary action - up to and including termination.

**REF:** Instructional Staff: <https://go.boarddocs.com/fl/mancofl/Board.nsf/Public#>

**REF:** Florida Administrative Code Rule 6A-10.081 (FAC) Principles of Professional Conduct for the Education Profession in Florida

**REF:** Support Staff: <https://go.boarddocs.com/fl/mancofl/Board.nsf/Public#>

## **Nepotism**

Nepotism is defined as showing favoritism or patronage to relatives. During the formal screening process, an applicant, who would be supervised by a close relative, must be eliminated from consideration. An employee may not transfer to a cost center if he/she may supervise or be supervised by a close relative.

"Relative" means an individual who is related to the supervisor as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandchild, or member of the same household.

Instructional staff members may not nominate for employment, or directly supervise, relatives at the same work location. The instructional staff member of any District entity or office shall disclose to the Superintendent any relative for whom the instructional staff member is responsible with respect to employment decisions, payroll authorization, or job performance evaluations. All employees shall disclose to the Superintendent, the names of all relatives working at the same work location. Failure to immediately make such disclosures shall be grounds for disciplinary action, up to and including termination.

Work location is defined to include payroll cost center or any administrative unit under the direct supervision of a permanent employee of the District.

## **Union Membership**

The Manatee Education Association (MEA) and AFSCME are the labor unions that represents those eligible school board employees who elect to join. Employees have the right, without fear of penalty or reprisal, to join or assist the Union or to refrain from such activity. While MEA and AFSCME represents its members, they bargain on behalf of all AFSCME and MEA employees. Those interested in joining the Union should contact their local MEA or AFSCME representative directly.

## **Dual and Outside Employment**

As an employee, you may not perform any duties related to an outside job during regular working hours or during the additional time that is needed to fulfill the responsibilities of the position. Similarly, you may not use the School District's facilities, equipment, or materials in performing outside work.

### **Violations of Law**

As required by the provisions of State Board of Education Rule 6B-1.006(5) and The Principles of Professional Conduct of the Education Profession in Florida 6A-10.081 FAC, a professional employee is required to self-report within 48 hours to the Chief Human Resources Officer any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance. 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, self-reporting shall also be required for any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or nolo contendere for any criminal offense other than a minor traffic violation within 48 hours after the final judgment. (A minor traffic violation could be a parking or speeding ticket; however, a DUI is not considered minor.)

### **Personal Business on School Time**

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

### **Gifts and Solicitation**

Pursuant to State law no instructional staff member or support staff member shall solicit or accept anything of value to the recipient, including, but not limited to, a gift, loan, reward, promise of future employment, favor, or service, or receive unauthorized compensation or payment of any kind that is based upon any understanding that the vote, official action, or judgement of the instructional staff member or support staff member would be influenced thereby.

### **Political Activities**

Florida Statute 104.31 and School Board policies 3232, 4232, and 1232 govern political activities of school public employees. Some things to remember are:

1. Political posters shall not be displayed in schools or any School District property.
2. Political literature shall not be distributed in schools or on school property
3. Solicitations for votes or contributions shall not be conducted in schools or on school property
4. Students shall not be required to distribute campaign literature
5. Employees shall refrain from participation in partisan politics on school property during the hours school is in session

School District employees shall not solicit support of any political candidate, partisan or non-partisan, during regular work hours. A School Board employee who offers him/herself as a candidate for public office shall notify the Superintendent immediately upon qualifying for election. He/she shall conduct his/her campaign so as not to interfere with his/her responsibilities. Personal leave without pay may be taken during the campaign period.

## Chapter III – Workplace Standards and Policies

### Policy against Discrimination & Harassment – Employees/Applicants

- I. The School Board seeks to provide a work environment free of discrimination and harassment on the basis of race, color, religion, gender, ethnic or national origin, genetic information, age, disability, marital status, or sexual orientation. No employee/applicant must tolerate such discrimination or harassment. The following are examples of prohibited harassment:
  - A. Harassment includes

Any slurs, innuendoes or other verbal or physical conduct reflecting on an individual's race, color, religion, gender, ethnic or national origin, genetic information, age, disability, marital status, or sexual orientation which has the purpose or effect of creating an intimidating, hostile or offensive work environment; has the purpose or effect of unreasonably interfering with the individual's job performance or participation; or otherwise adversely affects an individual's job opportunities.
  - B. Sexual Harassment includes
    1. Sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when submission to such conduct is made either explicitly or implicitly a term or condition of an employee's job opportunities; submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or such conduct has the purpose or effect of substantially interfering with an individual's job performance or creating an intimidating, hostile or offensive work environment.
    2. The denial of or the provision of aid, benefits, promotions, rewards, employment, faculty assistance, services, or treatment, on the basis of sexual advances or requests for sexual favors.
- II. Any employee/applicant who experiences discrimination or any such harassment should report it immediately pursuant to The School District's procedures.  
**REF: Administrative Policy 1362, Instructional Policy 3362, Support Policy 4362**

#### **Equal Opportunity Employment Policy Statement**

The School Board does not discriminate on the basis of race, color, ethnicity, religion, national origin, sex (including sexual orientation, transgender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), ancestry, genetic information, which are classes protected by State and/or Federal law (collectively, "protected classes") in its programs and activities, including employment opportunities.

It is the legal obligation and the policy of the Board to employ only those persons who are best qualified, with or without reasonable accommodations.

The Superintendent shall appoint a compliance officer whose responsibility it will be to require that Federal and State regulations are complied with and that any inquires or complaints are dealt with promptly in accordance with law. S/He shall also require that proper notice of nondiscrimination for Title II, Title VI, and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act will be provided to staff members and the general public. Any sections of the District's collectively-bargained negotiated agreements dealing with hiring and promotion will contain a statement of nondiscrimination similar to that in the Board's statement above. **REF: Administrative Policy 1122, Instructional Policy 3122, Support Policy 4122**

## Alcohol and Drug Free Workplace

The School Board believes that quality education is not possible in an environment affected by alcohol and drugs. It will seek, therefore, to establish and maintain an educational setting which is not tainted by the use or evidence of use of any controlled substance.

In compliance with the Drug Free Workplace Act, The School District shall not permit the manufacture, possession, use, distribution, or dispensing of any controlled substance, alcohol, hemp and hemp products, and any drug paraphernalia as the term is defined by law, by any member of the District's support staff at any time while on District property or while involved in any District-sponsored activity or event. Any staff member who violates this policy shall be subject to disciplinary action in accordance with District procedures and the terms of collective bargaining agreements.

The Superintendent shall establish procedures that ensure compliance with this policy and that each staff member is given a copy of the standards regarding unlawful possession, use, or distribution of illicit drugs and alcohol by staff and informed that compliance with this requirement is mandatory. Such procedures shall provide for appropriate disciplinary actions, if and when needed, which comply with the terms of any negotiated agreement.

Should an employee evidence signs that suggest impairment of their cognitive functions suggestive of active alcohol or drug intoxication, he/she may be required to undergo reasonable suspicion drug or alcohol testing

If the employee tests positive for an illegal substance, he or she may be subject to disciplinary actions up to and including termination of employment. **REF: Administrative Policy 1124, Instructional Policy 3124, Support Policy 4124**

If the employee refuses to submit to testing per board policy, he or she will be considered as a positive test and will be subject to disciplinary actions up to and including termination of employment. **REF: Administrative Policy 1124, Instructional Policy 3124, Support Policy 4124**

## Tobacco-Free Environment

The School Board is committed to providing students, staff, and visitors with a tobacco-free environment. The negative health effects of tobacco use for both users and nonusers, particularly in connection with second and third hand smoke, are well established. Further, providing a tobacco-free environment is consistent with the role-modeling responsibilities of teachers and staff for our students and our community, at large

For purposes of this policy, "use of tobacco" shall mean all uses of tobacco, including cigars, cigarettes, pipe tobacco, smokeless tobacco, chewing tobacco, snuff, or any other matter or substances that contain tobacco and the possession of papers used to roll cigarettes. The School District also prohibits the use of electronic, "vapor", or other substitute forms of cigarettes, clove cigarettes, or other smoking devices.

To protect students and staff who choose not to use tobacco, and those attempting to quit tobacco, from an environment noxious to them, and because The School District does not condone the use of tobacco, The School District prohibits the use of tobacco within any indoor facility owned or leased or contracted for by The School District.

The School District also prohibits the use of tobacco anywhere on the campus of any facility owned or leased or contracted for by The School District, including, but not limited to, practice fields, playgrounds, football fields, baseball fields, softball fields, pool areas, soccer fields, tennis courts, personal vehicles, and all open areas. The School District prohibits the designation, use, maintenance, and furnishings of "smoking areas" or "smoking pavilions" on any facility owned, leased, or contracted for by The School District.

The School District also prohibits clothing or use of other items that advertise or promote the use of tobacco products as described above on any Board property or Board sponsored events.

The School District also prohibits tobacco advertising and acceptance of gifts including curriculum from tobacco companies.

Furthermore, The School District prohibits the use of tobacco in all vehicles owned or operated by The School District, including, but not limited to, school buses, vans, trucks, station wagons, and cars. **REF: Administrative Policy 1215, Instructional Policy 3215, Support Policy 4215**

### **Emergency and Crisis Management**

The School Board recognizes that the use of its facilities and transportation services can be invaluable to this community in a crisis or emergency. Therefore, in the event of a local or State emergency and upon the request of the local emergency management agency, the District shall participate in the emergency management effort by providing its facilities for use as emergency congregate shelters and by providing personnel necessary to staff them. Additionally, if needed, the District shall coordinate the use of its vehicles and transportation personnel with the local emergency management agency to facilitate an emergency evacuation or for other related purposes.

The School District authorizes the Superintendent to establish a crisis management team whose members shall be trained in various emergency procedures.

If a life-threatening emergency is anticipated in or near the District, crisis management team members, as well as the principals and other designated personnel of schools serving as emergency congregate shelters, shall make themselves available as needed. Unless otherwise designated, the principal of each school serving as a congregate shelter shall be the "shelter manager" and shall be responsible for all aspects of the operation of the emergency congregate shelter.

The School District recognizes that exempt and nonexempt employees who serve on the crisis management team and who staff the congregate shelters during a declared emergency will be providing services that exceed their contractual obligations by working on days and at times when other District employees are not required to be on duty. In addition to receiving their regular pay in accordance with The School District-adopted salary schedule for their position, The School District shall pay supplements to those employees who perform duties in direct support of the District's congregate sheltering operations on days when other District employees are not required to be on duty in accordance with the schedule for such emergency service that is adopted by The School District. Nonexempt staff members who receive such supplements shall also receive one and one-half (1 1/2) times the established rate in The School District-approved schedule for such emergency service for hours worked beyond forty (40) hours in a seven (7) day period. In any case, the pay received shall be considered extra compensation and shall not be part of the employee's base salary prospectively.

Following the use of District facilities as congregate shelters, the Superintendent shall calculate the amount spent during the period the facilities were used for congregate shelters that is above and beyond the usual and customary expenses to operate the facilities during that time period for the following:

- A. utilities (e.g., power, water, and telephone),
- B. generator usage (rental costs and/or fuel required),
- C. costs related to use of buses and other vehicles, excluding operator costs.

The Superintendent is authorized to submit the itemized total expended by the District for extra compensation for exempt and nonexempt staff, as well as the additional amount expended for the operation of the District facilities used as congregate shelters, to the Federal Emergency Management Agency (FEMA) for reimbursement. The School District shall be informed of the amount of reimbursement requested from FEMA at the next regularly-scheduled Board meeting. **REF: Operations Policy 8415**

### **Child Abuse Reporting**

Pursuant to Florida Statutes, any person, including, but not limited to, school teachers, school officials, and school employees, who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare shall immediately report such knowledge or suspicion to the Florida Department of Children and Families' Central Abuse Hotline at 1-800-96-ABUSE. The Central Abuse Hotline will accept any reports involving perpetrators who reside outside the state of Florida so long as the victim is residing in the county in Florida where the report is being made. All reports made to the Central Abuse Hotline are classified as confidential and are exempt from the Florida Public Records laws as authorized by State statutes.

A person who is required by Florida Statutes to report known or suspected child abuse or neglect and who knowingly and willfully fails to do so, or who knowingly and willfully prevents another person from doing so, is subject to criminal prosecution.

### **Safety/Risk Reduction Program**

The School Board believes that the employees and students of this District, as well as visitors, are entitled to function in an environment as free from hazards as can reasonably be provided. In this regard and in accordance with law, The School District will provide reasonable and adequate protection to the lives, safety, and health of its employees and students, in compliance with Federal and State laws and regulations.

The Superintendent shall be responsible for the maintenance of standards in the facilities to prevent accidents and to minimize their consequences. S/He shall designate an employee who shall conduct periodic audits of health and safety conditions within the facilities of the District and take appropriate action on any violations thereof to the Superintendent.

The Superintendent shall ascertain that the employees and students of this District are aware of their rights to an environment free of recognized hazards, that they are properly trained in safety methods, that protective devices and equipment are available to meet safety standards, and that proper rules and records are maintained to meet the requirements of the law.

### **Visitors in the Workplace**

All visitors are required to enter any District facility through the main entrance. School visitors must show proper identification and be screened through the school's visitor management system, receiving a temporary ID badge which must be worn while on campus. Contractors and vendors on campus must display valid Level II identification issued by the district at all times while on campus. Employees who observe an unauthorized individual on the district premises should immediately direct him or her to the building office or contact the administrator in charge. **REF: Community Policy 9150**

### **Employee Badge**

School District of Manatee County employees are required to update their employee badge annually by the first day of school. This annual ID badge replacement will be at no cost to the employee. Lost or damaged badge replacement will cost \$5.00 per badge. Employees are required to wear their ID badge at all times while on School District of Manatee County property.

### **Employees with Weapons**

No employee of the school system shall have a weapon in his or her possession while on school property or at a school activity. Guns, whether operable or inoperable, loaded or unloaded, facsimile weapons or antique weapons may not be brought on to school property including the parking lot or to a school activity. Any weapon confiscated shall be immediately turned over to the principal/building administrator who shall turn the weapon over to the proper authorities. Authorized law enforcement officers, including School Resource Officers and/or Guardians, may have weapons in their possession while on duty.

Weapons and firearms as defined in F.S. 790.001 and include, but are not limited to, firearms, guns of any type, knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, and explosives.

For purposes of this policy, the term "weapon" also means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. **REF: Administrative Policy 1217, Instructional Policy 3217, Support Policy 4217**

### **Bullying and Harassment**

It is the policy of the School District of Manatee County that all of its students and school employees have an educational setting that is safe, secure, and free from harassment and bullying of any kind. The district will not tolerate bullying and harassment of any type. Conduct that constitutes bullying and harassment is prohibited. **REF: Student Policy 5517.01 Administrative Policy 1362, Instructional Policy 3362, Support Policy 4362**

### **Standards of Ethical Conduct**

All employees are representatives of the District and shall conduct themselves, both in their employment and in the community, in a manner that will reflect credit upon themselves and the school system. The District wishes to create a culture of honesty and integrity that will help the district meet the goal of providing a safe and high-quality education environment to all its stakeholders. It is the expectation that all employees will conduct themselves in a caring, respectful and professional manner that supports our mission to educate and develop all students today for their success tomorrow. **REF: Administrative Policy 1210, Instructional Policy 3210, Support Policy 4210**

### **Fitness for Duty**

Should the need arise, the Superintendent of Schools may require that a staff member submit to an appropriate examination by one (1) of the three (3) health providers designated by the School Board to determine whether or not the staff member is able to perform essential functions of the position to which the staff member is assigned with or without reasonable accommodations. The cost for such examinations shall be the responsibility of the Board. Additionally, and as required by Federal law and regulation and Board Policy 1122.02, the Superintendent shall direct the provider that is designated by the Board to conduct the examination, not to provide any genetic information in the report of the medical examination.

Upon the recommendation of the Superintendent and approval of the Board, an administrative staff member may be placed on a leave of absence related to fitness for duty. Such leave shall be with pay. Furthermore, the Superintendent may recommend the administrative staff member's dismissal based upon the results of the medical examination. **REF: Administrative Policy 1161 – Instructional policy 3161 – Support Policy 4161**

### **Civility and Conduct**

It is the intent of the School Board to promote mutual respect, civility, and orderly conduct among district employees, parents, and the public. It is not the intent of the Board to deprive any person of his/her right to freedom of expression. The intent of this policy is to maintain, the greatest extent reasonably possible, a safe, harassment-free workplace for teachers, students, administrators, other staff, and parents and other members of the community. **REF: Administrative Policy 1380.**

## Chapter IV – Attendance

### **Probationary Period**

All newly hired employees have a probationary period. See your contract for the exact number of days; the duration of that period is based upon classification. Employment during the probationary period must be continuous for probation to be successfully completed.

**Administrator/Supervisor employees**, the probationary period is in accordance with FS 1012.33 states that "the first ninety-seven (97) days of an initial principal's or supervisor's contract is a probationary period. During the probationary period, the employee may be dismissed without cause or may resign from the contractual position without breach of contract."

**Paraprofessional employees**, the probationary period begins on the first day of regular employment and continues for 120 days.

**Instructional employees**, PER Florida Statute 1012.335 "Probationary contract" means an employment contract for a period of 1 school year awarded to instructional personnel upon initial employment in a school district. Probationary contract employees may be dismissed without cause or may resign without breach of contract. A district school board may not award a probationary contract more than once to the same employee unless the employee was rehired after a break in service for which an authorized leave of absence was not granted. A probationary contract shall be awarded regardless of previous employment in another school district or state.

**Hourly Non-Bargaining Employees**, A regular employee is a person employed in a continuing position whose duties require twenty (20) or more hours in each normal working week after having completed a ninety (90) work day probationary period.

**AFSCME employees**, the first year of employment is probationary. During the probationary period, the employee may be dismissed without cause or may resign from the contractual position without breach of contract. A probationary employee who is recommended for termination has no appeal rights, and no written explanation from the District is required.

**Teachers/Paraprofessionals:** Each school or work site may establish its own teacher duty day schedule consistent with the Collective Bargaining Agreement. A teacher's duty day will be the equivalent of instructional and non-instructional minutes per day in a particular school. Teachers agree to meet requests for assistance or conferences initiated by students or parents that require time outside the regularly scheduled duty day. The regular duty day can be extended for emergencies that threaten the health or safety of students. A principal may require attendance at faculty meetings provided certain contractual provisions are met.

**AFSCME/Hourly Non-Bargaining/SAMP:** The regular workweek will be Monday thru Friday unless otherwise indicated in your contract. Specific workdays for each category of employee are defined in the collective Bargaining Agreement. All employees working four or more hours will receive a 15-minute break. Those employees working seven hours or more per day will receive two 15-minute breaks. No employee will be required to work through his or her lunch.

## Attendance

**Tardiness:** The District expects all employees to be present and ready to perform their duties at the start of their duty day and to remain present for their entire designated duty day, unless they have the prior approval of their supervisor to be absent from duty. Employees who exhibit chronic tardiness, patterns of excessive tardiness, or those who do not call their supervisor or designated representative prior to being tardy, may be subject to progressive discipline.

**Absenteeism:** When employees are absent for other than legitimate reasons, e.g. employee illness or that of a family member, there is considerable financial impact and important tasks are not accomplished. Consequently, the District will not approve any sick leave in excess of that earned without documentation from a licensed medical provider certifying the illness and the associated time needed away from the job. In the event an employee takes unapproved leave without medical documentation, he/she will be subject to progressive discipline.

Unauthorized absence shall be defined as any absence which is not properly chargeable to accrued leave or which has not been approved under any of the other leave provisions provided in any District collective bargaining agreements. Absence due to emergencies will be given full, fair and equitable consideration. Excessive absenteeism or patterns of absenteeism may be cause for disciplinary action up to and including termination and may be reflected on the employee's annual performance appraisal. Prior to completion of the performance appraisal, an employee must be apprised of administration's concerns regarding absenteeism through a conversation between the employee and the supervisor or written notice of such concerns. Notwithstanding any other provision set forth herein or as covered by union contract, five (5) days of unauthorized absence in any one pay period or ten (10) days of unauthorized absence in the most recent twelve month period shall constitute grounds for termination and any employee who is absent for three (3) consecutive work days and who fails to notify his/her appropriate administrator of the reason, except in extenuating circumstances beyond the control of the employee, may be terminated for abandonment of position. **REF: Florida Statutes 1012.67 Absence without leave and Administrative Policy 1209, Instructional Policy 3209 and Support Policy 4209.**

After three (3) days of absence, after hospitalization or whenever the supervisor has reasons to suspect sick leave abuse, a doctor's note for the sick leave absence may be required from a licensed physician or other acceptable authority. Certification may also be required that returning employees are capable of performing their regular duties or that their return will not jeopardize the health of others they will come in contact with in the performance of their duties. **REF: Absence without leave and Administrative Policy 1209, Instructional Policy 3209 and Support Policy 4209.**

**Reporting Absences:** Employees who will be away from their normal place of work during normal duty hours are expected to report their absences to their immediate supervisor or designee. Except in cases of emergency or illness, absences should be arranged in advance and requested/approved on the appropriate School Board forms. **REF: Absence without leave and Administrative Policy 1209, Instructional Policy 3209 and Support Policy 4209.**

## Job Abandonment

Employees who are absent from work without contact and approval by their supervisor will be considered to have abandoned their position and will be subject to disciplinary action up to termination. Any district school board employee who is willfully absent from duty without leave shall forfeit compensation for the time of such absence, and his or her employment shall be subject to termination by the district school board. **REF: Florida Statutes 1012.67 Absence without leave and Absence without leave and Administrative Policy 1209, Instructional Policy 3209 and Support Policy 4209.**

## Chapter V – Performance Management

### Performance Evaluation

Each member of the instructional, administrative, hourly non-bargaining, and AFSCME staff shall receive an annual evaluation by his/her immediate administrative supervisor. New teachers will be evaluated twice annually. The purpose of the evaluation shall be to improve the services of personnel in all departments. The administrative supervisors and department heads shall use the evaluation form provided by the Superintendent. A copy of each employee's evaluation report shall be filed in the employee's site file. Evaluations for teachers, principals, assistant principals and select district instructional staff will be completed and maintained on the online MyPGS.

### Professional Development

The School District of Manatee County is committed to the development of its people. Investments in people represent investments in children and in the future. The School District of Manatee County believes that the more a person develops as a professional, the better the school system will become. As a result, professional development opportunities abound. Below is a list of some of the opportunities that are available:

#### Sample of Programs Offered

- Learn and Earn Program
- Teacher Leaders
- Aspiring Leaders
- Assistant Principal Pool
- Level II Principal Development

### Learn and Earn

The School District of Manatee County developed the LEARN & EARN PROGRAM to foster continuous learning development and improvement by offering a salary incentive for successfully completing appropriate job-related training, in-service, and if applicable education courses.

#### Participant Eligibility:

- Hourly Support Staff: Administrative Secretaries, School Secretaries, Registrars, Bookkeepers, HR Specialists, Jr Accountants, Payable Clerks, etc.
- Bargaining AFSCME Example: custodians, maintenance, grounds maintenance, Food Service, Transportation, Technicians, etc.

- Bargaining Paraprofessionals - MEA Example: Teacher Aides, Teacher Assistants, Home School Liaison, Media Aides, Library Aides, etc.

(Hourly Non-Bargaining and SAMP are not eligible)

### **Teacher Leaders**

This program is for Highly Effective teachers and certified instructional staff interested in growing their leadership skills in order to become a coach, school-based peer/mentor, or intern host.

### **Aspiring Leaders**

This program is for Highly Effective teachers and certified instructional staff who have completed a Masters in Educational Leadership, passed the Florida Educational Leadership Exam (FELE), and want to enter the Assistant Principal Pool.

### **Assistant Principal Pool**

Acceptance into the SDMC Assistant Principal Pool is valid for 3 years.

### **Level II Principal Development**

Aspiring Principals are current District assistant principals who are seeking Level II Certification. If selected, they will attend the Gulf Coast Partnership Resident Program at the University of South Florida in Tampa. Entrance into the program is by invitation from the Instructional Deputy Superintendent and Executive Directors.

## **Chapter VI - Compensation**

### **Salary**

All personnel will be paid in accordance with salary schedules as adopted by the School Board. Current salary schedules are available either on the School District of Manatee County's website (<http://www.ManateeSchools.net>) or in the Human Resources Office.

### **Direct Deposit**

Direct deposit is mandatory for all School Board employees. Enrollment forms are available on the Employee Self Service (ESS) (ERP/PeopleSoft) platform online. Employees will receive their payroll information via the ESS PeopleSoft platform. A paystub image documenting gross pay, tax withholdings, other deductions and net pay is available to view. If an employee wishes to change financial institutions or add additional direct deposit information, he/she is required to update their bank information using the ESS PeopleSoft platform.

### **Pay Day**

Each employee is paid in 26 installments. Employees will be paid bi-monthly on Fridays. When a payday falls on a Federal holiday or weekend, employees shall receive their paychecks on the last previous weekday or as agreed upon by union and district leadership.

### **Overtime**

Any employee subject to the overtime provisions of the Fair Labor Standards Act of 1938, as amended, and who is paid in excess of forty hours in any established work week, shall be compensated for the hours in excess of forty at the rate of one and one-half (1-1/2) times the regular rate of pay for the service performed. Employees who have had unpaid or unauthorized leave or in the event of an emergency closing shall not be eligible for time and one-half pay during the week in which the leave occurred unless the actual hours worked exceed forty hours.

### **Compensatory Time**

Compensatory time may be awarded to in place of overtime for non-exempt employees. Compensatory time is earned at the same rate as overtime and must be taken within 90 days from when the time was earned. If the time is not taken within the 90 days, it will be paid as overtime. Arrangements for using compensatory time are to be made with the employee and supervisor and taken at a mutually agreeable time.

### **Shift Differential (AFSCME Employees)**

Employees who are assigned to a work shift having a major portion of the time scheduled after

6:00 pm will receive seventy-five (75) cents per hour above the normal rate of pay on the days that the employee normally works such a schedule. A work schedule is divided equally before and after 6:00 pm will entitle the assigned employee to fifty (50) cents per hour above the normal rate of pay on the days that employee normally works such a schedule.

### **Educational Salary Supplements**

The District offers compensation opportunities for instructional staff who have earned advanced degrees or completed advanced coursework in their field of certification. The district offers compensation opportunities for SAMP employees when they hold an advance degree in a related field, when the degree and/or the advance degree is not a requirement.

Instructional and SAMP employees shall provide to Human Resources verification of degree attainment, additional coursework and/or in-service credit hours on file for determination of eligibility to change salary groups or receive an education supplement.

## **Chapter VII - Benefits**

### **Cafeteria Plan: Internal Revenue Code, Section 125**

The Cafeteria Plan is the flexible employee benefit program offered to full-time, Board-appointed employees (20 hours for members of the MEA or Paraprofessional Union groups. All other employees must work 30 hours or more to qualify for all benefits). Part time employees working greater than 15 hours per week but less than 30 hours per week are eligible for life insurance and ancillary benefits. The School Board pays for one times the annual salary in life insurance. The Board also provides additional benefit elections for employees.

### **Core Benefits**

The following benefits are offered to the employees:

- Medical Insurance
- Dental Insurance
- Short Term and Long Term Disability Insurance
- Life Insurance
- Vision Insurance
- Tax-Deferred 403(b) and 457
- Health Care Flexible Spending Account
- Dependent Care Flexible Spending Account
- AFLAC Accident, Hospital and Critical Illness Policies

You can find more information about your benefits here:

[https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/2418/SDMC\\_BenefitGuide.pdf](https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/2418/SDMC_BenefitGuide.pdf)

### **COBRA**

Employees who leave the School District may be eligible for continuation of benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Information regarding the election of COBRA benefits will be mailed to you. You have 60 days to elect coverage. Continuation of benefits under COBRA is for 18 months. You are required to pay the full premium(s) plus an administrative fee.

### **The Florida Retirement System (FRS)**

FRS offers two retirement plans, the **FRS Pension Plan** and the **FRS Investment Plan**. The School Board and the employee pays the contributions to these plans for Board appointed employees. The employee is required to select one plan.

#### **The FRS Pension Plan**

The FRS Pension Plan is a traditional retirement plan. It pays you a guaranteed monthly benefit based on years of service and salary when you retire. You qualify and are vested after six (6) years of service if you were initially enrolled in FRS before July 1, 2011. If you were enrolled after July 1, 2011, you are vested after eight (8) years of service.

#### **The FRS Investment Plan**

The FRS Investment Plan was designed for a more mobile workforce. Your benefit is based on how much money is contributed to your account and how well over time your investments perform. You decide how to allocate your money among the various investment funds. You can be as conservative or aggressive as you want. You qualify for a benefit after one year of service.

You will receive from FRS a personalized benefit comparison statement, along with a personal identification number "PIN", which can be used to log on and explore the **MyFRS.com** website. Be sure to select the plan in which you wish to participate before the end of the fifth month following your month of hire if you were hired before 1/1/2018. If you were hired after 1/1/2018 the new election period is 8 months following the month of hire. If an employee does not elect a plan within 8 months, s/he will be placed in the investment plan. If you have any questions, please feel free to call the retirement office in, Benefits Department at 941.708.8770.

### **Pre-Tax Deductions**

All insurance premiums are taken on a pretax basis, excluding life insurance, disability insurance and critical illness insurance. The School District is subject to the IRS Section 125 Rules. Under Section 125 of the Internal Revenue Service (IRS) code, you are allowed to pay for certain group insurance premiums using pretax dollars. This means your premium deductions are taken before federal income and social Security taxes are calculated. Depending on your tax bracket, your savings could be significant.

Please make your benefit elections carefully, especially if you choose to waive medical coverage, because your pre-tax elections will remain in effect until the next plan year, unless you experience a qualifying change in status. These include but are not limited to:

Marriage or divorce (legal separation is not considered a qualified event)

Birth or adoption of a child

Death of spouse or other dependent

A spouse's employment begins or ends

Dependents eligibility status changes due to age, student status, marital status or employment

You or your spouse experience a change in work hours that affect benefit eligibility

You must notify the employee Benefits Department within 30 days of your qualified status change. Any benefit changes must be consistent with the event.

## Health Insurance

The School Board offers a choice of three health insurance plans. Board appointed employees, scheduled to work 20 or more hours per week (if MEA or a Paraprofessional), or 30 hours per week if non-bargaining, SAMP or AFSCME can be covered under the plan of their choice. Dependent coverage is also. Both employee and dependents must be insured under the same plan. Employees will be required to provide proof of dependent eligibility via dependent birth certificate for children and marriage certificate for spouse. You may choose from the following health plans:

### Preferred Provider Organization "PPO" Choices

**Florida Blue:** Currently the district offers two PPO plans under the Blue Options Network. These plans are noted as Gold and Silver plans. The medical plans pay for treatment of illness or injury subject to coinsurance after deductibles are satisfied. Increased benefits are derived when using a preferred doctor and/or facility. Provider information is available on the web at [www.bcbsfl.com](http://www.bcbsfl.com).

### Health Maintenance Organization "HMO" Choices

**Florida Blue:** The Bronze plan is an HMO plan and uses the Blue Care Network Services. The HMO plan is subject to deductibles and co-payments, which are paid by the patient. Because this is an HMO you are also subject to using only in-network providers and limited to use of this coverage in the state of Florida. Provider information is available on the web at [www.bcbsfl.com](http://www.bcbsfl.com).

### Dental Plan

The School Board dental provider is **MetLife Dental**. The School District currently offers a high and low plan dental option, both which are PPO's. You may choose any dentist for treatment; however, you may have less out of pocket expenses if you choose a participating MetLife Dental PPO or Premier provider, with the highest cost savings usually seen with a MetLife Dental PPO provider. Regardless of whom you use for your dental services, benefits will be paid according to the current Table of Allowances. The Member Services telephone number is **1-800-942-0854**. Plan information is also available on the web at [www.metlife.com](http://www.metlife.com).

### Vision Care

The vision care program is provided by **Vision Service Plan (VSP)** and covers routine eye examinations, corrective lenses and frames, or in some instances, contact lenses. The school district offers both a Premier and Basic vision plan.

### Life Insurance

Employee group term life insurance is provided at no cost to employees as part of the Core Benefit Package. The amount of life insurance is 1X annual salary for each employee. No yearly enrollment is needed. If you wish to make a change in your beneficiary designation, you may do so through the Online Enrollment System. The link to the system is located on the Employee Portal under Documents/Links. Life insurance beneficiary changes may be made at any time during the year. If you do not designate a beneficiary, proceeds of the insurance will be paid according to applicable state law.

### Supplemental Term Life Insurance

Supplemental term life insurance coverage through Minnesota Life Insurance Company (SECURIAN) is available as a supplement to the employer-paid term life insurance benefit. The employee is responsible for 100% of the cost of the supplemental term life insurance and may elect coverage increments of 1x, 2x or 3x salary. New hires are eligible guaranteed issued coverage, which means that no underwriting or health questions are required. Employees may also elect coverage for their spouse for \$20,000 in coverage. Dependent child coverage is also available for \$10,000 in coverage.

### Long Term Disability Insurance

LTD insurance is offered as part of the Core Benefit Package that is available to you through Lincoln Financial Group. Employees are responsible for 100% of the cost of the plan. The disability benefit replaces 60% of your monthly income if you become disabled for an extended period of time from a covered illness or accidental bodily injury. Long term disability would start to pay benefits after you have been out of work for 180 days.

### **Short Term Disability**

Short term disability is available to you through Lincoln Financial Group. Employees are responsible for 100% of the cost of this plan. If you purchase this coverage, become disabled as defined in the plan, and remain disabled through the elimination period, you will receive 60% of your weekly earnings, less other deductible sources of income, such as state-mandated benefits and sick pay (see plan booklet for details). The maximum benefit is \$1,000 weekly.

### **Voluntary Critical Illness Insurance**

Voluntary group critical illness insurance is available through Aflac. Employees are responsible for 100% of the cost of the plan. The plan pays a lump sum benefit to you if you are diagnosed with a covered condition. Covered illnesses include heart attack, stroke, major organ transplant, end stage renal failure, coronary artery bypass surgery and cancer and carcinoma in situ.

### **Voluntary Accident Insurance**

Voluntary group accident insurance plan coverage through Aflac is available. Accident insurance plan can help cover the out-of-pocket medical expenses and extra bills that may follow an off the job related accident. The plan pays benefits for a variety of injuries and accident related expenses including hospitalization, emergency room treatment, physical therapy, transportation, lodging for family and more.

### **Dependent Care Flexible Spending Account**

The Dependent Care Flexible Spending Account is a benefit which covers expenses for the care of your dependents while you (and your spouse, if you are married) work. The benefit allows you to pay for day care and other qualified expenses for your pre-school children, after-school care for older children, and care for elderly parents or other disabled dependents with pre-tax payroll deductions.

### **Health Care Flexible Spending Account**

Flexible Spending Accounts (FSAs) enable you to set aside money for important medical related expenses and help you reduce your income taxes at the same time. The main advantage of the Health Care Flexible Spending Account is that expenses reimbursed through this account are paid on a pre-tax basis. Talk to a Benefits specialist for more information.

### **403(b) and 457(b) Tax Sheltered Annuities**

The School Board currently supports a 403(b) or 457 retirement savings plans. These plans are available only to employees of public-school systems and certain other non-profit organizations. These employee accounts are commonly referred to as Tax Sheltered Annuities or TSAs. All regularly scheduled employees may elect to contribute a limited portion of their salary before taxes to one of the authorized plans available through their employer. A list of the current 403(b) providers is available on the Employee Benefits website at [ManateeSchools.net](http://ManateeSchools.net)

### **Employee Assistance Program (EAP)**

Your Employee Assistance Program (EA) help you and your household members manage everyday life issues that can affect you at home and at work. Call the toll-free number anytime to talk with an experienced consultant who can help you find solutions. Your employer pays all service costs. EAP offer:

- Assistance and counseling in person or by phone
- Assessment and assistance from a work-Life specialist who is an expert in childcare, adult care, or other everyday concerns.
- Every Household member gets up to 5 counseling visits per problem, during a calendar year.
- Access to a website with articles, discounts, podcasts, webinars, assessments, live chats, and databases to help you find local resources.

[www.guidanceresources.com](http://www.guidanceresources.com) (code: manatee)

## **Sick Leave Bank**

An employee who has been employed by the Board for at least one year and has at least 6 days accrued sick leave as of the date of application for membership, may enroll in the Sick Leave Bank. Sick Leave Bank offers an open enrollment period which may vary based on your eligibility for either Sick Bank 1 (Teachers and Paraprofessionals) or Sick Bank 2 (SAMP, AFSCME and Non-Bargaining).

In the event a member of the Sick Leave Bank suffers a catastrophic illness, accident, or injury (i.e., one causing the member to be unable to work for a prolonged period of time for which they are not receiving Worker's Compensation benefits) the member may receive paid leave from the Sick Leave Bank under the following conditions:

1. All accumulated sick leave of the member must first be expended.
2. A member wishing to draw from the Sick Leave Bank must have been absent for more than thirty consecutive work days, ten (10) of which shall have been without pay, in order to qualify. However, the member may choose to use accrued vacation days as part of the thirty-day period. Once the member has qualified, the member shall be paid retroactively for the ten(10) days without pay.
3. Each time a member wishes to draw benefits from the bank, an application must be made to the Sick Leave Bank, submitting medical certification and justification for the protected leave.

Sick Bank 1(Teachers and Paraprofessionals) has a maximum of 100 days of benefit and Sick Bank 2 (SAMP, AFSCME and Non-Bargaining) have maximum 50 days of benefit.

## **Chapter VIII – Types of Leaves**

### **Paid Leaves of Absence (Instructional Employees)**

#### **A. Categories of Paid Leaves**

##### **1. Sick Leave**

###### **a. Sickesses or Death**

1. Each full-time instructional employee is entitled to four days of sick leave as of the first day of employment of each contract year, and thereafter is credited with one additional day of sick leave at the end of each month of employment. However, no teacher may earn, during a fiscal year, more than a total of one day of sick leave for each month of employment. The unused portion of sick leave shall accumulate from year to year to the limit permitted by Statute. "Sick Leave" shall be defined as personal illness or disability of the teacher, or illness or death of a member of his/her immediate family. "Immediate Family" shall be defined as a spouse, parent, child, brother, sister, grandparent, parent-in-law, sister-in-law, brother-in-law, other close relative, or member of his/her own household. If the employee terminates his or her employment and has not accrued the 4 days of sick leave available to him or her, the district school board may withhold the average daily amount for the days of sick leave used but unearned by the employee.

2. An instructional employee may authorize the transfer of some or all of his or her accumulated sick leave to his or her spouse, child, parent or sibling who is also an employee of the School Board of Manatee County. This transfer of sick leave is voluntary on the part of the donating employee. Sick leave may only be transferred to those family members specified above and may not be transferred between non-related employees. Sick leave may only be transferred when the receiving employee has fully exhausted his or her existing sick leave accrual (excluding sick leave bank days) and must be utilized at

the time of transfer. Sick leave may only be transferred while the family member is on approved sick leave status. This transfer may occur across bargaining units.

3. Instructional Employees refer to ARTICLE XVI Master Contract Teacher Bargaining Unit 2017-2020.  
Paraprofessional Employees refer to ARTICLE XVII Master Contract Paraprofessional Bargaining Unit.

4. Other than as described in Section B2 above, sick leave credit may not be transferred or loaned to another teacher or employee.

## **b. Personal Days**

Each instructional employee shall be provided five days to be used for the teacher's personal business or emergencies. A personal leave day may be used for any purpose at the discretion of the teacher, except as outlined below. A teacher planning to use a personal leave day or days shall notify his/her Principal at least 24 hours in advance, except in case of emergency. Such personal leave shall be charged to sick leave and not be cumulative. "Personal Leave" shall be adequate explanation for such leave.

## **c. Days Immediately Preceding or Following a School Holiday**

An employee requesting a personal day for a work-day immediately preceding or following the days listed below, during the first 5 or last 5 days of the school year or during the first 3 or last 3 duty days of summer school must receive prior approval at least ten days in advance from the supervisor. The supervisor may deny a personal day request during this time period. Leave for personal reasons shall not be available on a given student day to over 10% or 5 teachers maximum in a single school. Any employee requesting a sick day for a period of time continuous with one of the aforementioned days may be asked to provide medical documentation for the day in question. Failure to provide such documentation will lead to a forfeiture of the employee's pay for the day in question (i.e., unpaid leave). In the case of "the last day of student attendance," the above language applies to the day before the actual last day of student attendance.

Thanksgiving Recess	President's Day	Memorial Day
Winter Recess	Spring Recess	Labor Day
Martin Luther King Day	The last day of student attendance	Good Friday

## **2. Illness-In-Line-Of-Duty Leave**

Each contracted instructional employee shall be entitled to illness-in-the-line-of-duty (ILOD) leave with net pay when absent due to a work-related injury received in the discharge of duty, or because of illness from any contagious or infectious childhood diseases contracted in school work, other than common cold or flu and any other sickness of this nature. All claims must be reported to the School District's Workers' Compensation Third Party Administrator. Any claim of contagious or infectious disease will be fully investigated and substantiated using medical records before being accepted as compensable. Any claims of contagious or infectious disease accepted as compensable requiring a medically approved absence exceeding ten (10) business days will automatically be treated as any other Workers' Compensation claim.

**As a prerequisite for any leave granted pursuant to this Article, a teacher shall obtain a certificate of illness or injury from a licensed physician.**

- a. An authorized physician's statement verifying the nature of the injury or illness must be provided, to Risk Management, by the employee before ILOD leave pay is granted. In the case of a work-related injury, the physician must be an authorized in-network Workers' Compensation provider. 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 accrued sick leave.

Leaves due to the injuries or illness shall be authorized for a period for which an authorized physician certifies the employee's inability to work or for the maximum number of days as specified by the then current applicable Florida Statute following the injury or illness, whichever is shorter. After that time the employee will receive wage loss statutory Workers' Compensation benefits paid at a rate that is in accordance with Florida Statute 440.

**3. Leave for Union Officers**

Refer to applicable Union Contract

**4. Assignment for Temporary Duty**

Temporary duty days with pay may be granted by the supervising administrator to teachers for purposes stated below.

- a. Attending and/or participating in professional meetings relating to educational workshops, seminars, study courses or conferences sponsored by professional educational organizations, colleges, universities, or government or private agencies concerned with public school matters.

**5. Leave for Jury or Witness Duty**

- a. An instructional staff member who is absent because of a mandatory (subpoena) court appearance shall incur no reduction in pay by reason of such appearance. A copy of the subpoena must be submitted to absence administrator.
- b. An instructional staff member may serve on temporary assignment on jury duty without loss of pay.
- c. In no case shall temporary leave with pay be granted for court attendance when an instructional member is engaged in his/her own personal litigation. In such cases, instructional staff may request personal leave.
- d. An instructional staff member released from his/her subpoena or jury duty with sufficient time remaining to return to his/her school center to complete his/her duty day shall return to his/her school center unless released by the Principal.

## **6. Annual Leaves**

Refer to MEA Contract

## **7. Political Leave**

Refer to School District Policy Manual <https://www.ManateeSchools.net/Page/2186>

### **PAID LEAVES OF ABSENCE (SAMP/HOURLY NON-BARGAINING)**

#### **A. Sick Leave**

##### **1. Sicknesses or Death**

- a. Each full-time employee is entitled to four (4) days of sick leave as of the end of the first month of employment of each current year and thereafter is credited with one additional day of sick leave at the end of each month of employment. However, no employee may earn, during a fiscal year, more than a total of one day of sick leave for each month of employment. The unused portion of sick leave shall accumulate from year to year to the limit permitted by statute. "Sick Leave" shall be defined as personal illness or disability of the employee, or illness or death of a member of his/her immediate family. "Immediate Family" shall be defined as a spouse, parent, child, brother, sister, grandparent, parent-in-law, sister-in-law, brother-in-law, other close relative, or member of his/her own household.
- b. An employee may authorize the transfer of some or all of his or her accumulated sick leave to his or her spouse, child, parent, or sibling who is also an employee of the School Board of Manatee County. This transfer of sick leave is voluntary on the part of the donating employee. Sick leave may only be transferred to those family members specified above and may not be transferred between non-related employees. Sick leave may only be transferred when the receiving employee has fully exhausted his or her existing sick leave accrual (excluding sick leave bank days) and must be utilized at the time of transfer. Sick leave may only be transferred while the family member is on approved sick leave status. This transfer may occur across bargaining units.
- c. An employee may donate his/her accrued sick leave to another district employee, provided that the reason relates to one of the reasons set forth in board policy. The authorizing employee must retain at least (5) days of sick leave, as of the time of donation.
- d. Sick Leave Bank, all support staff will receive the same benefits as those provided for in the applicable collective bargaining agreement.
- e. Other than described in Section b above, sick leave credit may not be transferred or loaned to another employee.

##### **2. Personal Days**

Each employee shall be provided six days to be used for the employee's personal business or emergencies. A personal leave day may be used for any purpose at the discretion of the employee, except as outlined below. An employee planning to use a personal leave day or days shall notify his/her supervisor at least 24 hours in advance, except in case of emergency. Such personal leave shall be charged to sick leave and not be cumulative.

### **3. Illness-In-Line-Of-Duty Leave**

Each employee shall be entitled to illness-in-the-line-of-duty (ILOD) leave with net pay when absent due to a work-related injury received in the discharge of duty, or because of illness from any contagious or infectious childhood diseases contracted in school work, other than common cold or flu and any other sickness of this nature. All claims must be reported to the School District's Workers' Compensation Third Party Administrator. Any claim of contagious or infectious disease will be fully investigated and substantiated using medical records before being accepted as compensable. Any claims of contagious or infectious disease accepted as compensable requiring a medically approved absence exceeding ten (10) business days will automatically be treated as any other Workers' Compensation claim.

### **4. As a prerequisite for any leave granted pursuant to this Article, an employee shall obtain a certificate of illness or injury from a licensed physician.**

An authorized physician's statement verifying the nature of the injury or illness must be provided by the employee, to Risk Management, before ILOD leave pay is granted. In the case of a work-related injury, the physician must be an authorized in-network Workers' Compensation provider. 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 accrued sick/vacation leave. Leaves due to the injuries or illness shall be authorized for a period for which an authorized physician certifies the employee's inability to work or for the maximum number of days as specified by the then current applicable Florida Statute following the injury or illness, whichever is shorter. After that time the employee will receive wage loss statutory Workers' Compensation benefits paid at a rate that is in accordance with Florida Statute 440.

## **B. Leave for Jury or Witness Duty**

1. An employee who is absent because of a mandatory (subpoena) court appearance shall incur no reduction in pay by reason of such appearance. A copy of the subpoena must be submitted to absence administrator.
2. An employee may serve on temporary assignment on jury duty without loss of pay.
3. In no case shall temporary leave with pay be granted for court attendance when an employee member is engaged in his/her own personal litigation. In such cases, employees may request personal or vacation leave.
4. An employee released from his/her subpoena or jury duty with sufficient time remaining to return to his/her cost center to complete at least one-half day of his/her duty day shall return to his/her cost center unless released by the cost center head.

### **C. Vacation Days**

1. All full-time employees working on a 12-month basis shall earn annual leave as follows:
  - a. One (1) day per month cumulative to twelve (12) days per year for less than five (5) years of continuous employment in the District.
  - b. One and one-fourth (1 1/4) days per month cumulative to fifteen (15) days per year for five (5) years or more of continuous employment in the District.
  - c. One and one-half (1 1/2) days per month cumulative to eighteen (18) days per year for ten (10) years or more of continuous employment in the District.
2. Vacation days can be accrued up to 60 for terminal pay purposes. No more than 60 days of vacation accrual can be rolled forward to the succeeding school year. Vacation days accrued beyond 60 days will be forfeited on December 31<sup>st</sup> each year if not utilized.
3. Use: Vacation leave can be taken with the prior approval of the supervising administrator. Use of vacation leave shall not be approved for use before the time is earned.
4. Vacation leave should be scheduled in the workplace to permit minimum disruption of the operation of the school system.

### **D. Holidays**

The School District will designate ten paid holidays.

## **PAID LEAVES OF ABSENCE (AFSCME)**

### **A. Sick Leave and Illness-In-Line-Of-Duty**

These benefits shall not be made available to any employee who works less than 20 hours per week unless the employee was hired in a less than 20-hour position prior to February 3, 1987.

Any permanent employee who is unable to perform his/her duties because of illness, illness or incapacity due to maternity reasons, or because of death of father, mother, brother, sister, husband, wife, child, or other close relative, or who is a member of his/her own household and consequently has to be absent from his/her work shall be granted leave of absence for sickness by the Superintendent, or his designee. An employee who has no accrued leave, but requires leave for bereavement purposes, shall be granted up to five (5) days sick leave without loss of pay. However, the days granted under this provision shall be subtracted from future accruals of sick leave. The following provisions shall govern sick leave.

1. Sick leave is earned at the rate of one day for each full month of employment. Sick days are cumulative.
2. Part-time employees working less than a full day will accumulate sick leave credit proportionate to time worked.
3. All charges against accumulated sick leave will be in units of 1/4 hour or longer.
4. Holidays that come while an employee is on sick leave shall not be charged against the sick leave balance.

5. After three (3) days of absence, after hospitalization or whenever the supervisor has reasons to suspect sick leave abuse, a doctor's note for the sick leave absence may be required from a licensed physician or other acceptable authority.
6. Certification may also be required that returning employees are capable of performing their regular duties or that their return will not jeopardize the health of others they will come in contact with in the performance of their duties.
7. Upon termination of employment for any reason except retirement or death, any accumulated sick leave will become void.
8. Use of Sick Leave by a Family Member: An employee of the School District of Manatee County 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 by Florida Statute 1012.61 (2). However, unused donated sick leave will revert to the individual who donated it and shall maintain its value upon retirement.
9. Use of donated sick leave by Non-Family Members: An employee of the School District of Manatee County may authorize another 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. Any unused donated sick leave will remain with the employee it was donated to but shall have no value upon retirement.

#### **B. Sick Leave Cash In**

Employees who use no more than 2 sick leave days, including leave for personal reasons in any fiscal year, shall be eligible to "cash in" up to two (2) days of their sick leave according to the following provisions:

1. Employees must apply on forms prescribed by the Payroll Department during the month of June.
2. The number of days purchased from the employee's accumulated balance shall be paid at 80% of the employee's daily rate in effect during the fiscal year that the application is made as provided in Section 1012.61, F.S. and shall be deducted from the employee's sick leave upon approval of the application. Once the days are deducted, the deduction shall be irrevocable.
3. An employee must be employed or on compensable leave on the first workday for that employee's position during the fiscal year that the application is made, and must be employed or be on compensable leave on the date of payment.
4. If an employee elects to be paid for these days, payment shall be made no later than December 5 of each year.

#### **C. Terminally Ill Employees**

Any employee who has credit for a minimum of two years of service with the School District of Manatee County, who at the time of the leave, is covered under the Board health insurance plan and who is terminally ill or a spouse or child who is a member of the employee's household is terminally ill shall have the School Board portion of his or her insurance premium paid by the Board for up to 12 months from the date that the individual begins his or her unpaid sick leave. Any documentation of terminal illness shall remain confidential and not be placed in the personnel file of the employee.

#### **D. Illness-In-Line-Of-Duty-Leave**

An employee shall be entitled to illness-in-line-of duty leave when said employee needs to be absent from duty because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious 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 illness-in-line-of duty leave pay is granted. Furthermore, it is incumbent upon the employee to provide evidence that such injury was incurred during his line of duty. Such leave may be authorized for a total not to exceed ten (10) duty days during any fiscal year for illness contracted, or injury incurred, from such causes as prescribed above, such leave not to be deducted from the employee's sick leave. In the case of sickness or injury occurring under such

circumstances, additional sick leave may be granted for such term and under such conditions as the School Board shall deem proper.

## **UNPAID LEAVES OF ABSENCE**

### **Categories of Unpaid Leaves**

#### **1. Medical Leave**

An employee may take an unpaid leave of absence due to either personal illness or due to the illness of a member of his or her immediate family. Prior to taking an unpaid medical leave, the employee must have exhausted his or her sick day accrual and have completed his or her Family and Medical Leave Act (FMLA) leave if applicable. The School District shall require employees to "substitute" (i.e., run concurrently) any of his/her earned or accrued paid leave for unpaid FMLA leave. An employee requesting medical leave must provide medical documentation of the illness in question.

Employees are expected to submit absence requests for all paid and unpaid leave.

#### **2. Workers' Compensation**

Workers' Compensation Leave may be available to eligible employees upon completion of a ten-day period of illness in line of duty leave (ILOD).

Eligible employees receiving Workers' Compensation payments, from the Workers' Compensation Carrier, will be deemed to be on an unpaid Workers' Compensation leave from the District during that time period. Employees on an approved Workers' Compensation leave will be afforded all those rights specified in Section 440, Florida Statutes, as well as those supplemental benefits outlined in Section 1012, Florida Statutes.

Employees may supplement the difference between their Workers' Compensation payments and their normal salary by charging the difference in pay to accrued paid leave such as sick or vacation leave, in that order. During the period they are supplementing their Workers' Compensation benefits with accrued leave, they will be considered on a paid leave status. Employees on Workers' Compensation leave will continue to receive the medical benefits afforded active employees.

Employees will be afforded any remaining portion of the 10 days paid leave in the form of illness-in-the-line-of-duty time to attend any medically necessary treatment or therapy associated with follow-up care for the illness received in- the-line-of-duty.

If an employee is on Workers' Compensation leave, and work is available within the work restrictions provided by an authorized 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 Indemnity benefits, termination from employment or both.

#### **3. Domestic/Sexual Violence Leave**

Up to three (3) days of unpaid leave will be granted during any twelve (12) month period to you if you or your or household member is the victim of domestic or sexual violence. You must have exhausted all accrued vacation, personal and sick leave prior to utilizing this leave.

In accordance with state law, all information concerning domestic or sexual violence shall be confidential and is exempt from disclosure. **REF: Administrative Policy 1430.02 – Instructional policy 3430.02 – Support Policy 4430.02**

#### **4. Political Leave**

Instructional Staff and Support Staff who declare themselves candidates for public office for an elective office shall notify the Superintendent immediately upon qualifying for election. They shall submit to the Superintendent a written explanation of how they will conduct their campaign so that it will be in accord with the requirements of State law and this policy.

All candidates for public office may take personal leave without pay. The instructional/Support staff member's request for leave shall be submitted according to the established procedure.

Such candidates shall adhere strictly to Florida statutes governing political activity on the part of public officials and public employees.

An Instructional/Support staff member who is a successful candidate for an office requiring a part-time responsibility shall report immediately to the Superintendent after the election and thereafter, when deemed necessary by the Superintendent or Board, to evaluate the compatibility of the dual responsibility and the need for personal leave without pay.

#### **5. Family and Medical Leave Act (FMLA) Leave**

Employees qualifying under Federal Statutes for FMLA leave;

- Will be granted up to 12 weeks of unpaid leave with continuation of health benefits.
- Qualifying Military Caregiver Leave is granted up to 26 weeks of unpaid leave with continuation of health benefits.

#### **6. Maternity Leave**

Any full-time SAMP/hourly employee will be granted maternity/paternity leave up to six (6) weeks for the birth or adoption of a baby. Such leave will be with pay if accrued sick or vacation leave is available. Unpaid personal leave may not exceed the balance of the school fiscal year in the which the child is born or adopted. Additional sick leave may be granted if the application for the leave is accompanied by a physician's statement verifying the medical necessity of such leave.

#### **7. Personal Leave**

Instructional staff members may be allowed up to five (5) days of leave with pay for personal reasons each year, to be charged against accrued sick leave. Personal leave shall be non-cumulative, and must be approved in advance. Personal leave may be granted in increments of one-half or full days. Instructional staff members may also request personal leave without pay. Normally personal leave without pay requests will not be for more than one (1) school year (from July 1st through the following June 30th), but may be extended for one (1) more year with the approval of the School Board. Such leave will not be available for the purpose of accepting employment of a permanent nature.

#### **8. Military Leave**

Leaves of absence for the performance of duty with the United States Armed Forces or with a reserve component thereof or with the National Guard shall be granted in accordance with applicable law.

## **UNPAID LEAVES OF ABSENCE (Instructional Employees)**

### **1. Medical Leave**

An employee may take an unpaid leave of absence due to either personal illness or due to the illness of a member of his/her immediate family. Prior to taking an unpaid medical leave, the employee must have exhausted his/her sick day accrual and have completed his/her Family and Medical Leave Act (FMLA) leave if applicable. An employee requesting medical leave must provide medical documentation of the illness in question as described in Article X – UNPAID LEAVES page 44 Section 1 Master Contract Teacher Bargaining Unit 2017-2020 Manatee County District School Board And Manatee Education Association.

### **2. Workers' Compensation**

Workers' Compensation Leave may be available to eligible employees upon completion of a ten-day period of illness in line of duty leave (ILOD).

Eligible employees receiving Workers' Compensation payments, from the Workers' Compensation Carrier, will be deemed to be on an unpaid Workers' Compensation leave from the District during that time period. Employees on an approved Workers' Compensation leave will be afforded all those rights specified in Section 440, Florida Statutes, as well as those supplemental benefits outlined in Section 1012, Florida Statutes.

Employees may supplement the difference between their Workers' Compensation payments and their normal salary by charging the difference in pay to accrued paid leave such as sick or vacation leave, in that order. During the period they are supplementing their Workers' Compensation benefits with accrued leave, they will be considered on a paid leave status. Employees on Workers' Compensation leave will continue to receive the medical benefits afforded active employees. Employees will be afforded any remaining portion of the 10 days paid leave in the form of illness-in-the-line-of-duty time to attend any medically necessary treatment or therapy associated with follow-up care for the illness received in- the-line-of-duty.

If an employee is on Workers' Compensation leave, and work is available within the work restrictions provided by an authorized 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 Indemnity benefits, termination from employment or both.

### **3. Political Leave**

Instructional Staff and Support Staff who declare themselves candidates for public office for an elective office shall notify the Superintendent immediately upon qualifying for election. They shall submit to the Superintendent a written explanation of how they will conduct their campaign so that it will be in accord with the requirements of State law and this policy.

All candidates for public office may take personal leave without pay. The instructional/Support staff member's request for leave shall be submitted according to the established procedure. Such candidates shall adhere strictly to Florida statutes governing political activity on the part of public officials and public employees.

An Instructional/Support staff member who is a successful candidate for an office requiring a part-time responsibility shall report immediately to the Superintendent after the election and thereafter, when deemed necessary by the Superintendent or Board, to evaluate the compatibility of the dual responsibility and the need for personal leave without pay.

### **4. Family and Medical Leave Act (FMLA) Leave**

Employees qualifying under Federal Statutes for FMLA leave:

- Will be granted up to 12 weeks of unpaid leave with continuation of health benefits.

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## 5. Maternity Leave

Any full-time SAMP/hourly employee will be granted maternity/paternity leave up to six (6) weeks for the birth or adoption of a baby. Such leave will be with pay if accrued sick or vacation leave is available. Unpaid personal leave may not exceed the balance of the school fiscal year in the which the child is born or adopted. Additional sick leave may be granted if the application for the leave is accompanied by a physician's statement verifying the medical necessity of such leave.

## Chapter IX – Employee Rights

### Grievances

A grievance is an allegation by the employee that she/he has been treated in an unfair and/or inequitable manner or the employee or Union has been affected by a misinterpretation or misapplication of the specific written terms of the collective bargaining agreement, or on the regulation and rules of the School Board, DOE, or State Statute. Please refer to your collective bargaining agreement for the grievance procedure that pertains to your employment class. Employees who grieve have the right to representation at any step of the grievance process. Each step of the grievance process contains an associated timeline to ensure the concern is addressed in a timely manner. Additionally, reprisal or recrimination as a result of the filing of a grievance is strictly prohibited.

### Progressive Discipline

Disciplinary action may be taken against an employee for just cause. Employees have the right to grieve a disciplinary action they feel is unjust or unfair. The School Board employs a progressive discipline program intended to adjust inappropriate behavior of employees. Under this program, employees may be reprimanded, suspended with or without pay, or terminated. The program is progressive in that, except in cases that constitute a real imminent danger to the district or a flagrant violation, discipline will normally follow these steps: 1) Verbal Reprimand, 2) Written Reprimand, 3) Suspension (with or without pay), and 4) Termination.

### Collective Bargaining

AFSCME and Instructional personnel have the option to join the MEA or AFSCME collective bargaining union. The Union represents membered employees in a variety of situations, and it represents all appointed AFSCME and instructional employees during the collective bargaining process. All employees have a legal right to freely, and without fear of penalty of reprisal, to form, join, and assist the Union, or to refrain from any such activities.

### Reductions in Force and Recall

Should the School Board find it necessary to take action to reduce staff, specific procedures are outlined in the Instructional and Collective Bargaining Agreements to accommodate such an action. Both collective bargaining groups could be subject to layoffs based upon seniority and certification area or job classification. Laid off employees will have recall rights within the parameters set forth in the respective Bargaining Agreements.

## Chapter X - Recognition

### Teacher of the Year

Manatee County has participated in the Florida Teacher of the Year program and the National Teacher of the Year Program for over 30 years. Through community and business sponsorships, this program is designed to recognize teachers and the teaching profession. We honor an educator from each school. This

honor reflects the dedication and enthusiasm teachers bring to their students on a daily basis. The Manatee County Teacher of the Year serves as a spokesperson and ambassador for the teaching profession and our district.

### **School Related Employee of the Year**

The Florida School-Related Employee of the Year Program recognizes outstanding support personnel who have demonstrated exceptional skill and dedication in the performance of their jobs, thereby earning the respect and admiration of students, teachers, administrators, coworkers, and parents. The School Board and its associated organizations contribute to an award package.

## **Chapter XI - Communications**

### **Telephones, Faxes, and Printing**

District communication equipment shall be used for designated purposes and shall not be used for personal or non-school purposes including printing of personal documents not related to official school board business. An employee shall not make a personal long distance call or send a facsimile or other electronic transmission at School Board expense. An employee who violates this rule shall be required to pay for the call, facsimile or printing of personal or non-school purposes. Such action shall be reported to the Superintendent at the principal or District department head's discretion. The principal or District department head shall give prior authorization for all long distance calls, facsimiles, and printing of personal documents not related to official school board business.

### **Cell Phones and Wireless Mobile Hotspot**

The Information Technology Department will oversee contracts with vendors for cellular telephone/data services and establish procedures for wireless telephone and wireless mobile hotspot usage. Purchases will be made in accordance with School Board policies. Information Technology Department is responsible for the coordination of wireless telephone and wireless mobile hotspot services for the School District.

### **Computers, Networks, and Information Systems Technologies**

Computer technologies have undergone a significant shift, particularly in the ways that information may be accessed, communicated, and transferred. These technological shifts can offer the opportunity to successfully enhance and promote educational instruction and student learning. Information Technology's intention is to determine if these significant developments can translate into an innovative and more effective learning environment for our students. The purpose of this policy is to define guidelines for student, staff and visitors for the use of the District network, computers, email/Calendar, and access to internet resources. These services provide:

- Access to district and global electronic mail with the ability to communicate within the district and globally;
- Access to various computerized information resources through the District network consisting of software, hardware, online services, and the Internet;
- May include access to District resources from home or from an off-site premise in support of education and/or research consistent with academic goals; and
- Discussion groups on a wide variety of topics.

The benefits for staff, students, and visitors to such information access are obvious, but here are potential problems. These concerns include using:

- email privileges to maliciously harm the reputation of another person;
- network resources to acquire material not considered to have educational value;
- network resources for destructive purposes.

District staff will continue to control access to appropriate material. However, on a global network it is impossible to control all access. The District believes the valuable information available on this comprehensive network far outweighs the potential problems.

The Superintendent of Schools has established the following procedures. If any user violates any of these procedures, his or her access to electronic information services may be revoked or be the subject of student discipline, or employee reprimand or termination. Willful violations will lead to disciplinary action, and if a criminal offense is committed, the user will be prosecuted per Florida Statute 815.04

### **Acceptable Uses of Equipment and Electronic Communication**

Acceptable use of computers and electronic information services supports learning and teaching in Manatee County. All use of computers and electronic information services, which do not support learning, and teaching in Manatee County is an unacceptable use of School Board equipment. In accordance with School Board Policy, there should be no expectation of privacy for any messages sent by e-mail, texting, or other electronic media. Messages, deleted or otherwise, are subject to disclosure under the Public Records Act, unless an exemption would apply.

Further, the School District prohibits adults from knowingly distributing to minors any material that is obscene and harmful to minors, as defined in F.S. 847.012, in any format through e-mail sent, or caused to be sent, to or through the District's network. An adult who knowingly distributes any such material to a minor through e-mail sent, or caused to be sent, to or through the District's network also commits a felony under State law.

The following actions constitute acceptable use:

- a. Computer equipment and Internet use shall be consistent with the School Board's strategic goals and policies;
- b. Use of the Internet, computer equipment and technology devices to promote the student learning environment; and
- c. Sending and receiving files for curriculum purposes.

### **Unacceptable Uses**

The following actions constitute unacceptable use of computers and electronic information services, but are not limited to:

- a. Using e-mail to maliciously harm or injure the reputation of others;
- b. Using network access to alter or destroy information belonging to others;
- c. Using profanity, obscenity, or objectionable language which may be offensive to another user; or using impolite, abusive, or objectionable language in email messages;
- d. Copying or forwarding personal communications to others with malicious intent;
- e. Copying software or and without the original author's permission; other copyright protected material in violation of law; or copying software or downloading copyright material without written permission from the owner;
- f. Using the network for any illegal activity (such as chain letters), non-school related activities or for commercial purposes;
- g. Using the network for any private purpose, including the sending of private e-mail or the viewing of adult-oriented web sites;
- h. Spreading computer "viruses" deliberately or by importing files from unknown sources;
- i. malicious attempt to harm or destroy data of another user;

- j. storing personal images/photographs, or files dangerous to the integrity of network resources;
- k. Using any computer or program in a manner other than that which was intended;
- l. The person who has a network account is responsible at all times for its proper use;

If you have any questions about the District's guidelines or procedures, please contact your school principal, supervisor or the Department of Information Technology.

### **Staff Use of Social Media**

The School District of Manatee County allows schools, students, teachers and staff to use social media for enhancing classroom learning and communication among members of the SDMC community. Staff use of District-approved social media platforms must be consistent with all aspects of this Employee Handbook.

For School Board Policies regarding staff use of social media, please see Policy 7544 "Use of Social Media," as well as Policy 7540.04 "Staff Technology Acceptable Use and Safety." Those policies can be found in the School Board Policy Manual on the School District at website. <https://www.ManateeSchools.net/Page/2186>

For Staff Social Media Guidelines, please visit the "Human Resources" page of the School District website at <https://www.ManateeSchools.net>

Staff Social Media Guidelines Employees who identify themselves in various social media applications as employees of The School Board of Manatee County, FL are requested to make it explicit that the views and/or opinions expressed are not those of The School Board of Manatee County, FL.

SDMC employees have a responsibility to be aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community, the employee strives to achieve and sustain the highest degree of ethical conduct.

## **Chapter XII – Ending the Relationship**

### **Resignation**

Any administrative or instructional staff member who wishes to resign shall submit his/her resignation in writing addressed to his/her immediate supervisor. The letter of resignation shall state the reasons for the resignation and the desired effective date. The resignation of an administrative or instructional staff member may be accepted during the contractual period of service, provided that an acceptable reason is given, and a qualified and satisfactory replacement is available.

An AFSCME employee who wishes to resign shall submit his/her resignation in writing addressed to his/her immediate supervisor. Whenever possible, two (2) weeks prior notice shall be given. The letter of resignation shall state the reason for the resignation and the desired effective date. If accepted, all resignations shall be submitted to the School Board at its next regular or special meeting subject to processing timelines.

### **Termination**

Terminations do occasionally happen. Termination is typically associated with some adverse action, either related to substandard performance, a pattern of misconduct, or a flagrant violation of a School Board rule, the code of ethics, or other disciplinary infraction. In all cases, the school board will review all terminations.

### **Retirement**

Any employee who plans to retire shall concurrently submit his/her resignation to his/her immediate supervisor. Additionally, an employee who is planning on retirement must schedule an appointment with

Employee Benefits in order to complete all required Florida Retirement Systems (FRS) forms for submission to the FRS.

### **Deferred Retirement Option Plan EXIT (“DROP”)**

The Deferred Retirement Option Program (DROP) is an alternative method of deferred payment of retirement benefits for up to 60 months after an eligible member of the Florida Retirement System reaches his/her normal retirement date but wishes to continue employment with a Florida Retirement System employer. In certain cases, DROP may be extended past the 60 months. In order to participate, the employee must submit a binding letter of resignation, establishing a deferred termination date. An employee can later change the termination date to an earlier date, but not to a later termination date. DROP will allow the participant to defer all retirement benefits payable during the DROP period. Upon termination of DROP, the participant will receive regular retirement benefits under Chapter 121, Florida Statute.

## **Chapter XIII – Coronavirus / COVID19**

### **Slow the Spread of Coronavirus**

Employees are encouraged to work together to stop the spread of Coronavirus / COVID-19. To do this, employees are asked to do the following:

- Practice Social Distancing (If you are around other people, keep 6 feet between you when possible. Avoid hugs, handshakes, large gatherings and close quarters.)
- Wear a Cloth Face Covering (Covering your mouth and nose with a cloth face covering when around others and outside of your immediate personal workspace.) Face Shields are allowed.
- Wash Your Hands Often (Wash hands often with soap and water – 20 seconds or longer (or use alcohol-based sanitizer with at least 60% alcohol)
- Get Tested – If you are concerned about your status, get tested for COVID-19 at your own expense. [Find a testing site near you.](#)

### **Emergency Paid Sick Leave (EPSL)**

The Emergency Paid Sick Leave (EPSL) is a part of the Families First Coronavirus Response Act (FFCRA) authorized by Congress which went into effect on 4/1/20 and goes through 12/31/20 (Please note: Congress retains the right to extend the act or change the end date).

This Leave is available to SDMC employees who meet one or more of the following criteria:

1. Is subject to a Federal, State or local quarantine or isolation order related to COVID-19
2. Has been advised by a health care provider to self-quarantine related to COVID-19.
3. Is experiencing COVID-19 symptoms and is seeking a medical diagnosis.

This Leave provides up to two weeks (80 hours, or a part-time employee's two week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage up to \$511 daily and \$5,110 total.

Emergency Paid Sick Leave allows for a one-time use of 2 weeks of paid Leave only. Once that Leave has been used or is exhausted, employees have the option of using their accrued personal leave, if available.

EPSL is to be used for the direct benefit of SDMC employees. If you are an employee caring for an adult or child incapable of self-care, or an employee whose child has been displaced from school due to COVID-19 related reasons, then the Emergency Family and Medical Leave Expansion Act (EFLMEA) would be the appropriate path to pursue for Leave.

### **Telework**

Teleworking or working remotely requires an employee to maintain a normal workday schedule as described in their job description, and if your current work load allows for official work-related activities be conducted remotely.

#### ***Two important criteria must be met for an employee to telework:***

1. The employee's Supervisor/Manager must approve for the employee to telework.
2. The job duties of the employee must be such that they can be completed remotely, and the employee's physical presence is not required for his/her tasks to be completed.

It is expected that the employee, upon approval, will have internet and phone service to be able to work remotely. SDMC will not cover the cost for internet or phone service.

#### ***Employees must have the following tools to be able to work remotely:***

- Outlook and Microsoft Teams.
- SDMC issued laptop or device that allows connectivity to complete one's job duties and assignments.

#### ***While working remotely, employees are responsible for the following:***

- Work phone must be forwarded to your remote location with voicemails checked every hour
- All calls, voicemails, and emails must be returned within 24 hours
- Email check-in and out to Supervisor, Principal or designee with work location and start and end of day notification
- Teachers are to maintain communication to students and parents through designated platform as frequently as determined.
- Teachers are also to maintain grades and attendance for all students in Focus in Schoology at least once per week
- Employee must complete remote Daily Task Log with daily checklist to be shared with their Supervisor daily

### **When to Stay at Home**

Given the communicable nature of the Coronavirus, it is critical that we recognize signs of potential infection and/or exposure. It is recommended an employee remain at home or returns home under the following conditions:

- Employee temperature checks in above 100.4 degrees Fahrenheit
- Employee is sick with Symptoms of COVID-19 including, but not limited to fever or chills, persistent cough, shortness of breath or difficulty breathing. Muscle or body aches, sore throat or new loss of taste or smell
- Employee has direct exposure to COVID-19 positive individual, sustained over 15 minutes within 6 feet

It is required that an employee remains at home in the event the employee tests positive with COVID-19.

### **Face Covering Mandate**

When the School Board of Manatee County officially approved School Reopening Plans for the 2020-2021 school year at a special Board meeting in July 2002, they also implemented a new face covering requirement that makes cloth face coverings or face shields mandatory for all employees inside all schools and district buildings. That mandate is now in effect district wide. Cloth or face shields must be worn properly meaning that your nose and mouth are covered. Sheer face coverings are prohibited.

The face covering mandate is intended to provide protection to yourself and others and to help slow the spread of COVID-19 in our district and community. The mandate is in effect until further notice.



#### **7540.04 - STAFF TECHNOLOGY ACCEPTABLE USE AND SAFETY**

Technology has fundamentally altered the ways in which information is accessed, communicated, and transferred in society. As a result, educators are continually adapting their means and methods of instruction, and the way they approach student learning, to incorporate the vast, diverse, and unique resources available through the Internet. The School Board provides technology and information resources (as defined by Bylaw 0100) to support the educational and professional needs of its staff and students. The Board provides staff with access to the Internet for limited educational purposes only and utilizes online educational services/apps to enhance the instruction delivered to its students and to facilitate the staff's work. The District's computer network and Internet system do not serve as a public access service or a public forum and the Board imposes reasonable restrictions on its use consistent with its limited educational purpose.

The Board regulates the use of District technology and information resources by principles consistent with applicable local, State, and Federal laws and the District's educational mission. This policy and its related administrative procedures and any applicable employment contracts and collective bargaining agreements govern the staff's use of the District's technology and information resources and staff's wireless communication devices when they are connected to the District's computer network, Internet connection, and/or online educational services/apps, or when used while the staff member is on Board-owned property or at a Board-sponsored activity (see Policy 7530.02).

Users are required to refrain from actions that are illegal (such as libel, slander, vandalism, harassment, theft, plagiarism, inappropriate access, and the like) or unkind (such as personal attacks, invasion of privacy, injurious comment, and the like). Because its technology resources are not unlimited, the Board has also instituted restrictions aimed at preserving these resources, such as placing limits on use of bandwidth, storage space, and printers.

Users have no right or expectation to privacy when using District technology and information resources (including, but not limited to, privacy in the content of their personal files, e-mails, and records of their online activity when using the District's computer network and/or Internet connection).

Staff members are expected to utilize District technology and information resources to promote educational excellence in our schools by providing students with the opportunity to develop the resource sharing, innovation, and communication skills and tools that are essential to both life and work. The Board encourages the faculty to develop the appropriate skills necessary to effectively access, analyze, evaluate, and utilize these resources in enriching educational activities. The instructional use of the Internet and online educational services will be guided by Board Policy 2520 - Selection of and Adoption of Instructional Materials.

The Internet is a global information and communication network that brings incredible education and information resources to our students. The Internet connects computers and users in the District with computers and users worldwide. Through the Internet, students and staff can access relevant information that will enhance their learning and the education process. Further, District technology resources provide students and staff with the opportunity to communicate with other people from throughout the world. Access to such an incredible quantity of information and resources brings with it, however, certain unique challenges and responsibilities.

First, the Board may not be able to technologically limit access, through its technology resources, to only those services and resources that have been authorized for the purpose of instruction, study and research related to the curriculum. Unlike in the past when educators and community members had the opportunity to review and screen materials to assess their appropriateness for supporting and enriching the curriculum according to adopted guidelines and reasonable selection criteria (taking into account the varied instructional needs, learning styles, abilities, and developmental levels of the students who would be exposed to them), access to the Internet, because it serves as a gateway to any publicly available file server in the world, opens classrooms and students to electronic information resources that may not have been screened by educators for use by students of various ages.

Pursuant to Federal law, the Board has implemented technology protection measures that protect against (e.g., filter or block) access to visual displays/depictions/materials that are obscene, constitute child pornography, and/or are harmful to minors, as defined by the Children's Internet Protection Act (CIPA). At the discretion of the Board or Superintendent, the technology protection measures may also be configured to protect against access to other material considered inappropriate for students to access. The Board also utilizes software and/or hardware to monitor online activity of staff members to restrict access to child pornography and other material that is obscene, objectionable, inappropriate, and/or harmful to minors. The technology protection measures may not be disabled at any time that students may be using the District technology resources, if such disabling will cease to protect against access to materials that are prohibited under the CIPA. Any staff member who attempts to disable the technology protection measures without express written consent of an appropriate administrator will be subject to disciplinary action, up to and including termination.

The Superintendent or IT Department may temporarily or permanently unblock access to websites or online educational services/apps containing appropriate material, if access to such sites has been inappropriately blocked by the technology protection measures. The determination of whether material is appropriate or inappropriate shall be based on the content of the material and the intended use of the material, not on the protection actions of the technology protection measures.

Staff members will participate in professional development programs in accordance with the provisions of law and this policy.

Training shall include:

- A. the safety and security of students while using e-mail, chat rooms, social media, and other forms of direct electronic communications;
- B. the inherent danger of students disclosing personally identifiable information online;
- C. the consequences of unauthorized access (e.g., "hacking", "harvesting", "digital piracy", "data mining", etc.), cyberbullying, and other unlawful or inappropriate activities by students or staff online; and
- D. unauthorized disclosure, use, and dissemination of personally identifiable information regarding minors.

Furthermore, staff members shall provide instruction for their students regarding the appropriate use of technology and online safety and security as specified above, and staff members will monitor students' online activities while at school.

Monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions or use of specific monitoring tools to review browser history and network, server, and computer logs.

The disclosure of personally identifiable information about students online is prohibited.

Building principals are responsible for providing training so that Internet users under their supervision are knowledgeable about this policy and its accompanying procedures. The Board expects that staff members will provide guidance and instruction to students in the appropriate use of the District technology resources. Such training shall include, but not be limited to, education concerning appropriate online behavior, including interacting with other individuals on social media, including in chat rooms and cyberbullying awareness and response. All users of District technology resources are required to sign a written agreement to abide by the terms and conditions of this policy and its accompanying procedures.

Staff will be assigned a school email address that they are required to utilize for all school-related electronic communications, including those to students, parents, and other staff members.

With prior approval from the Superintendent or CIO, staff may direct students who have been issued school-assigned email accounts to use those accounts when signing-up/registering for access to various online educational services, including mobile applications/apps that will be utilized by the students for educational purposes under the teacher's supervision.

Staff members are responsible for good behavior when using District technology and information resources - i.e., behavior comparable to that expected when they are in classrooms, school hallways, and other school premises and school sponsored events. Communications on the Internet are often public in nature. The Board does not approve any use of its technology and information resources that is not authorized by or conducted strictly in compliance with this policy and its accompanying procedures.

Staff members may only use District technology resources to access or use social media if it is done for educational or business-related purposes.

General school rules for behavior and communication apply.

Users who disregard this policy and its accompanying procedures may have their use privileges suspended or revoked and disciplinary action taken against them. Users are personally responsible and liable, both civilly and criminally, for uses of District technology and information resources that are not authorized by this policy and its accompanying guidelines.

The Board designates the Superintendent and CIO as the administrators responsible for initiating, implementing, and enforcing this policy and its accompanying procedures as they apply to staff members' use of District technology and information resources.

## Social Media Use

An employee's personal or private use of social media may have unintended consequences. While the Board respects its employees' First Amendment rights, those rights do not include permission to engage in conduct that violates Board policies, the Code of Ethics of the Education Profession in Florida, the Principles of Professional Conduct for the Education Profession in Florida, or any other state or Federal laws, and may result in disciplinary action. This warning includes staff members' online conduct that occurs off school property including from the employee's private computer. Postings to social media should be done in a manner sensitive to the staff member's professional responsibilities.

In addition, Federal and State confidentiality laws forbid schools and their employees from using or disclosing student education records without parental consent (see Policy 8330). Education records include a wide variety of information; posting personally identifiable information about students is not permitted. Staff members who violate State and Federal confidentiality laws or privacy laws related to the disclosure of confidential student or employee information may be disciplined.

Staff members retain rights of communication for collective bargaining purposes and union organizational activities.

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Legal

F.S. 847.012

F.S. 1001.41

F.S. 1012.32

P.L. 106-554, Children's Internet Protection Act of 2000

47 U.S.C. 254(h)(1), Communications Act of 1934, as amended

20 U.S.C. 6801 et seq., Part F, Elementary and Secondary Education Act of 1965, as amended

20 U.S.C. 6777 (2003)

20 U.S.C. 9134 (2003)

18 U.S.C. 2256

18 U.S.C. 1460

18 U.S.C. 2246

47 C.F.R. 54.500

47 C.F.R. 54.501

47 C.F.R. 54.502

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