

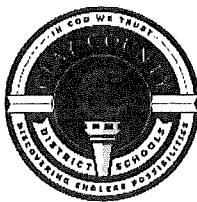
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| Book    | Policy Project Revised   |
| Section | 4000 Support Staff Cleaned   |
| Title   | DESIGNATION OF A NEW POSITION  |
| Code    | po4111   |
| Status  | From Neola   |
| Legal   | <u>F.S. 1001.42</u><br><u>F.S. 1001.42(5)</u><br><u>F.S. 1012.22</u> |

#### **4111 - DESIGNATION OF A NEW POSITION**

The School Board recognizes the need to establish positions which, when filled by competent, qualified support staff members, will assist the District in achieving the operational goals set by the Board. The District employs only U.S. citizens and others lawfully authorized to work in the United States.

Subject to the recommendation of the Superintendent, the Board shall designate new positions pursuant to the job descriptions developed in accordance with Policy 4600 and set the initial salary for new positions not covered by a valid collective bargaining agreement.

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| Book    | Policy Project Revised     |
| Section | 4000 Support Staff Cleaned |
| Title   | BOARD-STAFF COMMUNICATIONS |
| Code    | po4112                     |
| Status  | From Neola                 |
| Legal   | <u>F.S. 1001.31</u>        |

#### 4112 - **BOARD-STAFF COMMUNICATIONS**

The School Board desires to maintain open channels of communication between itself and the staff. The basic line of communication, will, however, be through the Superintendent.

##### A. Staff Communications to the Board

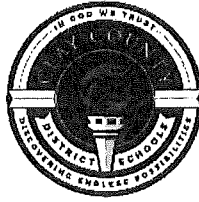
Communications from staff members to the Board or its committees shall be submitted through the Superintendent. The Superintendent shall forward such communications received from staff members to the Board. This procedure is not intended to deny any staff member his/her constitutional right of free speech or the right to appeal to or otherwise address the Board on important matters through established procedures.

##### B. Board Communications to Staff

All official communications, policies, and directives of the Board of staff interest and concern to the staff will generally be communicated through the Superintendent, who shall also keep staff members fully informed of the Board's concerns and actions.

##### C. Social Interaction

Both staff and Board members share an interest in the schools and in education generally, and it is to be expected that when they interact at social affairs and other functions, they will informally discuss such matters as educational trends, issues, and innovations, and general activities of the District. However, since Board members are not authorized to act on behalf of the Board unless in open public session or when specifically vested with such authority, Board members and members of the staff should not discuss individual personalities, personnel grievances, or other complaints. Instead, such matters should be addressed in accordance with the procedures established in Board policy or the collective bargaining agreement.



Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

Code po4113

Status From Neola

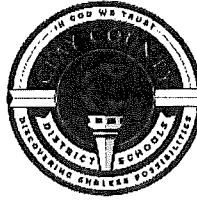
Legal F.S. 112.313(7).  
F.S. 112.313(13) [if optional language is chosen].

#### **4113 - CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

It is the policy of the School Board that no District officer or employee, including but not limited to, Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with the District, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District.

Furthermore, it is the policy of the Board that no District officer or employee, including but not limited to Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties.

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Book Policy Project Revised  
Section 4000 Support Staff Cleaned  
Title EMPLOYMENT OF SUPPORT STAFF  
Code po4120  
Status From Neola  
Legal F.S. 1001.10  
F.S. 1012.01  
F.S. 1012.315  
F.S. 1012.37  
F.S. 1012.40  
F.S. 1012.56  
F.A.C. 6A-1.0502(11).  
20 U.S.C. 6301  
42 U.S.C. 9858f

#### 4120 - EMPLOYMENT OF SUPPORT STAFF

A support employee is a person employed in a continuing position on a daily schedule after having completed a ninety (90) calendar day probationary period. Employees who have not completed such period of employment may be discharged without recourse and shall not be subject to the provisions of the grievance procedure for bargaining unit employees.

Support positions are those listed in the applicable bargaining unit agreement as well as some nonbargaining positions.

The Superintendent shall conduct employment history checks of all candidates for educational support staff positions. The employment history check shall include, but not be limited to, contacting any previous employer and reviewing each affidavit of separation from previous employers pursuant to F.S. 1012.31, and screening the candidate through the use of the screening tools described in Florida law. If contact with (a) previous employer(s) cannot be made, the Superintendent shall document the efforts made to do so.

Any educational support staff member's misstatement of fact material to qualification for employment or the determination of salary shall be considered to constitute grounds for dismissal.

A candidate shall be disqualified from employment in any position that requires direct contact with students if the candidate is ineligible for such employment under F.S. 1012.315, or if the candidate has been terminated or resigned in lieu of termination for sexual misconduct with a student.

A person is ineligible for employment in any position that requires direct contact with students if:

- A. they are on the disqualification list maintained by the Florida Department of Education under F.S. 1001.10(4)(b);
- B. they are registered as a sex offender as described in 42 U.S.C. 9858f(c)(1)(C);

C. they are ineligible based on a security background investigation under F.S.435.04;

Beginning January 1, 2025, or a later date as determined by the Agency for Health Care Administration, the Agency for Health Care Administration shall determine the eligibility of employees in any position that requires direct contact with students in a District school.

D. they would be ineligible for an exemption under F.S. 435.07(4)(c); or,

E. they have been convicted or found guilty of, have had adjudication withheld for, or have pled guilty or nolo contendere to (1) any criminal act in another state or under Federal law which, if committed in Florida, constitutes a disqualifying offense under F.S. 435.04(2) or (2) any delinquent act committed in Florida or any delinquent or criminal act committed in another state or under Federal law which, if committed in Florida, qualifies an individual for inclusion on the Registered Juvenile Sex Offender List under F.S. 943.0435.

The Board shall approve employment, upon the recommendation of the Superintendent.

Any support staff member's misstatement of fact material to qualifications for employment or the determination of salary shall be considered to constitute grounds for dismissal.

All support personnel shall become familiar with the policies of the Board and other such policies, regulations, memoranda, bulletins, and handbooks that pertain to their duties in the District. Any support staff member employed by the Board who shall be guilty of any willful violation of the policies of the Board shall be guilty of gross insubordination and shall be subject to dismissal or such other lesser penalty as the Board may prescribe.

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| Book    | Policy Project Revised  |
| Section | 4000 Support Staff Cleaned  |
| Title   | ATHLETIC COACHES  |
| Code    | po4120.03   |
| Status  | From Neola  |
| Legal   | F.S. 1012.55<br><u>F.S. 1012.55(2)</u><br>F.A.C. 6A-4.004<br>F.A.C. 6A-4.0282 |

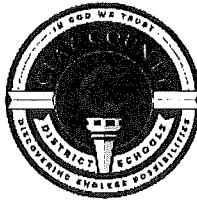
#### 4120.03 - **ATHLETIC COACHES**

Each person who is employed and renders service as an athletic coach in any District school shall hold a valid temporary or professional certificate or an athletic coaching certificate. The athletic coaching certificate may be used for either full-time or part-time positions. (The provisions of this policy do not apply to those who voluntarily render service and who are not employed by any public school district in this State.)

All employed public school coaches shall be certified in cardiopulmonary resuscitation ("CPR"), first aid, and the use of an Automated External Defibrillator ("AED"). Such certification must be "consistent with national evidence-based emergency cardiovascular care guidelines".

In addition to the requirements for certification provided for in Policy 4120, athletic coaches shall complete all FHSA-required courses and/or meet all Department of Education (DOE) requirements.

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| Book    | Policy Project Revised                                |
| Section | 4000 Support Staff Cleaned                            |
| Title   | EMPLOYMENT OF SUBSTITUTES AND TEMPORARY SUPPORT STAFF |
| Code    | po4120.04   |
| Status  | From Neola  |
| Legal   | <u>F.S. 1012.40</u>                                   |

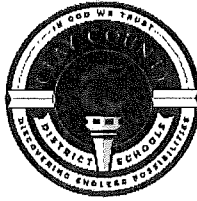
#### **4120.04 - EMPLOYMENT OF SUBSTITUTES AND TEMPORARY SUPPORT STAFF**

When it becomes necessary to employ support personnel on a temporary basis, such employment is on a limited-time basis for the purpose of filling a vacancy for which a regular employee cannot be found or to perform some task of a temporary nature. This employment shall end at the close of the school term, at the end of the fiscal year, or at the time when the temporary task is completed.

##### **Substitutes**

Support substitutes shall be paid in accordance with the established salary schedule. A substitute shall be paid on an hourly basis for the actual hours worked, not to exceed the number of hours required of the position for which the employee is substituting.

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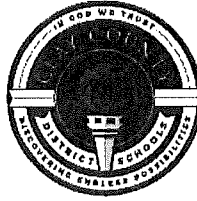
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| Book    | Policy Project Revised   |
| Section | 4000 Support Staff Cleaned   |
| Title   | PART-TIME EXTRA-CURRICULAR PERSONNEL                                     |
| Code    | po4120.08  |
| Status  | From Neola   |
| Legal   | <u>F.S. 1012.01</u><br><u>F.S. 1012.55</u><br><u>F.A.C. 6A-10502(11)</u> |

4120.08 - **PART-TIME EXTRA-CURRICULAR PERSONNEL**

Part-time extra-curricular personnel may be employed in positions paid on the support supplemental salary schedule. Such persons will not be eligible for employee benefits.

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Book Policy Project Revised  
Section 4000 Support Staff Cleaned  
Title PREFERENCE FOR VETERANS IN EMPLOYMENT  
Code po4120.11  
Status From Neola  
Legal F.S. 295.07  
F.S. 295.08  
F.S. 295.085  
F.S. 295.09

#### 4120.11 - PREFERENCE FOR VETERANS IN EMPLOYMENT

Preference in employment, reemployment, promotion, and retention shall be given to an eligible veteran, pursuant to the provisions below, as long as the veteran meets the minimum eligibility requirements and has the knowledge, skills, and abilities required for the particular position.

##### **Appointment or Retention in Positions of Employment**

Preference shall be given to the following:

A. Those disabled veterans:

1. who have served on active duty in any branch of the United States Armed Forces, have received an honorable discharge, and have established the present existence of a service-connected disability that is compensable under public laws administered by the U.S. Department of Veterans Affairs; or
2. who are receiving compensation, disability retirement benefits, or pension by reason of public laws administered by the U.S. Department of Veterans Affairs and the Department of Defense.

B. The spouse of a person who has a total disability, permanent in nature, resulting from a service-connected disability and who, because of this disability, cannot qualify for employment, and the spouse of a person missing in action, captured in line of duty by a hostile force, or forcibly detained or interned in line of duty by a foreign government or power.

C. A wartime veteran as defined in F.S. 1.01(14) who has served at least one (1) day during a wartime period to be eligible for veterans' preference. Active duty for training may not be allowed for eligibility under this paragraph.

D. The unremarried widow or widower of a veteran who died of a service-connected disability.

E. The mother, father, legal guardian, or unremarried widow or widower of a member of the United States Armed Forces who died in the line of duty under combat-related conditions, as verified by the United States Department of Defense.

F. A veteran as defined in F.S. 1.01(14). Active duty for training may not be allowed for eligibility under this paragraph.

G. A current member of any reserve component of the United States Armed Forces or the Florida National Guard.

The School Board may waive a postsecondary educational requirement for a position of employment, other than those positions made exempt under F.S. 295.07 for a current member of a reserve component of the U.S. Armed Forces or the Florida National Guard or a veteran who has been honorably discharged if the person is otherwise qualified for the position.

Veterans preference in employment and retention may be given only to eligible persons who are described above.

In all positions in which the appointment or employment of persons is not subject to a written examination, first preference in appointment, employment, and retention processes shall be given to persons included under A and B above, and second preference shall be given to persons included under C and D above, who possess the minimum qualifications necessary to discharge the duties of the position involved.

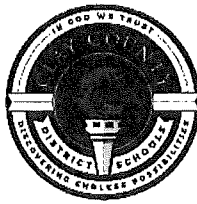
A veteran employed as a result of being placed at the top of the appropriate employment list will be subject to the employment policies of the District.

Educational support staff members in bargaining units should refer to the collective bargaining agreement for additional provisions in this regard.

### **Recruitment Plan**

The Board will develop and implement a written veterans recruitment plan that establishes annual goals for the full use of veterans in the Board's workforce. The plan will be designed to meet the established goals. The veterans recruitment plan applies to the preference-eligible persons who are described above.

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Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title CONDITIONS FOR EMPLOYMENT AND RE-EMPLOYMENT OF SUPPORT STAFF

Code po4121

Status From Neola

Legal F.S. 1012.01  
F.S. 1012.32  
F.S. 1012.40

#### 4121 - **CONDITIONS FOR EMPLOYMENT AND RE-EMPLOYMENT OF SUPPORT STAFF**

Applicants for employment or re-employment must submit an employment application, a copy of the social security card with the correct name, and acceptable references. Candidates shall meet the School Board's hiring guidelines and employment prerequisites prior to consideration for any vacancy.

Failure of a candidate to adhere to the time schedule established for submission of documents may be cause for failure to employ or for dismissal.

False or misleading statements or answers or omissions made by a person in connection with seeking employment may bar a person from employment with the Board or, if discovered after employment, may result in disciplinary action, including termination upon the recommendation of the Superintendent and the approval of the Board. Each case shall be considered on its own merits.

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Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title BACKGROUND SCREENING AND EMPLOYMENT HISTORY CHECKS

Code po4121.01

Status From Neola

Legal F.S. 435.09  
F.S. 435.12  
F.S. 448.095  
F.S. 943.0435  
F.S. 943.0585(4)(a)  
F.S. 943.059(4)(a)  
F.S. 1001.10(5)  
F.S. 1001.41  
F.S. 1001.42  
F.S. 1012.27(6)  
F.S. 1012.315  
F.S. 1012.32  
F.S. 1012.465  
F.S. 1012.56  
F.A.C. 6A-10.083  
Federal Immigration Reform and Control Act of 1986  
8 U.S.C. 1255a

#### 4121.01 - **BACKGROUND SCREENING AND EMPLOYMENT HISTORY CHECKS**

The safety of its students is of paramount importance to the District. Consistent with this concern for student safety, and in compliance with Florida law, the District requires that prior to initial employment or re-employment if there has been a break in service, all candidates for all positions shall be subject to a criminal background screening to determine eligibility for employment. Additionally, the Superintendent shall verify all new full-time and part-time employees' right to work in the United States according to Federal and State law.

The application for employment shall inform the applicants that they are subject to a criminal background screening and employment history check.

The cost of the background screening related to initial employment or re-employment after a break in service will be borne by the candidate for employment.

The Board is a registered employer with the Care Provider Background Screening Clearinghouse. Background screenings, including all fingerprint requirements, shall be conducted in accordance with F.S. 435.12 and F.S. 1012.32. Criminal history checks through the Care Provider Background Screening will be conducted before referring an employee or potential employee or a person with a current or potential affiliation with the District for electronic fingerprint submission to the Florida Department of Law Enforcement. For purposes of this policy, "affiliation" means the status of a person employed or serving as a level 2 volunteer or contractor, or seeking to be employed or to serve as a volunteer or contractor, with the District in a position for which screening is not required by law but is authorized under the National Child Protection Act.

If it is found that a person who is employed as a support staff member does not meet the screening requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

A person who is found ineligible for employment under F.S. 1012.315, or otherwise found through background screening to have been convicted of any crime involving moral turpitude as defined by rule of the State Board of Education, may not be employed, engaged to provide services, or serve in any position that requires direct contact with students. For purposes of this policy, "convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld, and includes an adjudication of delinquency of a juvenile as specified in F.S. 943.0435.

Furthermore, before employing support staff in any position that requires direct contact with students, the Superintendent shall conduct employment history checks of each of the candidate's previous employer(s), review each affidavit of separation from previous employers pursuant to F.S. 1012.31, and document the findings. If unable to contact (a) previous employer(s), the Superintendent shall document efforts to contact the employer (F.S. 1012.27(6)). Background screenings for these candidates must also comply with the requirements of F.S. 1012.465 or F.S. 1012.56 (whichever is applicable).

All support staff members employed by the District must self-report arrests in accordance with Florida law.

The cost of this subsequent background screening will be borne by the employee.

The information contained in reports received from the FDLE and the FBI is confidential.

Although permissible by State law, the District will not share information received as the result of the criminal history background check with other school districts.

Current employees will be rescreened through the Care Provider Background Screening Clearinghouse in accordance with the following schedule:

- A. Employees for whom the last screening was conducted on or before June 30, 2021, must be rescreened by June 30, 2025;
- B. Employees for whom the last screen was conducted between July 1, 2021, and June 30, 2022, must be rescreened by June 30, 2026; and,
- C. Employees for whom the last screening was conducted between July 1, 2022, and December 31, 2023, must be screened by June 30, 2027.

#### **Changes to Initial Status - Care Provider Background Screening Clearinghouse**

Before January 1, 2024, initial status and any changes in status must be reported within ten (10) business days after a person receives his/her initial status or after a change in the person's status has been made.

Effective January 1, 2024, initial status and any changes in status must be reported within five (5) business days after a person receives his/her initial status or after a change in the person's status has been made.



Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Code po4122

Status From Neola

Legal F.S. 110.1221  
F.S. 250.481  
F.S. 760.01  
F.S. 760.10  
F.S. 1000.05  
20 U.S.C. 1681 et seq., Title IX  
29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967  
29 U.S.C. 701 et seq., Rehabilitation Act of 1973  
42 U.S.C. 2000e, et seq., Civil Rights Act of 1964  
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act  
42 U.S.C. 12112, Americans with Disabilities Act of 1990  
29 C.F.R. Part 1635  
38 U.S.C. 4301 et seq., The Uniformed Services Employment and Reemployment Rights Act

#### 4122 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

##### I. General Statement

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

The Board does not, as a condition of employment, membership, certification, licensing, credentialing, or passing an examination, subject individuals to training, instruction or any other required activity that is prohibited under F.S. 760.10 and F.S. 1000.05. Prohibited discrimination also occurs when any student or employee is subjected to training or instruction that is unlawful under F.S. 1000.05.

Such prohibited activities include espousing, promoting, advancing, inculcating, or compelling employees or students to believe the following:

- A. Members of one (1) race, color, national origin, or sex are morally superior to members of another race, color, national origin, or sex.

- B. A person, by virtue of his/her race, color, national origin, or sex is inherently racist, sexist, or oppressive, whether consciously or unconsciously.
- C. A person's moral character or status as either privileged or oppressed is necessarily determined by his/her race, color, national origin, or sex.
- D. Members of one race, color, national origin, or sex cannot and should not attempt to treat others without respect to race, color, national origin, or sex.
- E. A person, by virtue of his/her race, color, national origin, or sex bears responsibility for, or should be discriminated against or receive adverse treatment because of, actions committed in the past by other members of the same race, color, national origin, or sex.
- F. A person, by virtue of his/her race, color, national origin, or sex should be discriminated against or receive adverse treatment to achieve diversity, equity, or inclusion.
- G. A person, by virtue of his/her race, color, sex, or national origin, bears personal responsibility for and must feel guilt, anguish, or other forms of psychological distress because of actions, in which the person played no part, committed in the past by other members of the same race, color, national origin, or sex.
- H. Such virtues as merit, excellence, hard work, fairness, neutrality, objectivity, and racial colorblindness are racist or sexist, or were created by members of a particular race, color, national origin, or sex to oppress members of another race, color, national origin, or sex.

These prohibited activities should not be construed to exclude discussion of the concepts listed therein as part of a larger course of training or instruction, provided such training or instruction is given in an objective manner without endorsement of the concepts.

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.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

## II. Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

**Complainant** is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

**Respondent** is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

**School District community** means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

**Third Parties** include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

**Day(s):** Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

For purposes of this policy, "military status" refers to a person's status in the uniformed services, which includes the performance of duty, on a voluntary basis, or involuntary basis, in a uniformed service including active duty, active duty for training, initial active duty for training, inactive duty for training, and full-time National Guard duty. It also includes the period of time for which a person is absent from employment for the purpose of an examination to

determine the fitness of the person to perform any such duty as listed above.

### III. District Compliance Officer(s)

The Superintendent shall appoint compliance officer(s) whose responsibility it will be to require that Federal and State regulations are complied with and that any inquiries or complaints are dealt with promptly in accordance with law. The Superintendent shall also require that proper notice of nondiscrimination for Title II, Title VI, and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, 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.

#### A. Compliance Officers

The Board designates the following persons to serve as the District's "Compliance Officer(s)" (also known as "Civil Rights Coordinators"; hereinafter referred to as the "COs"):

The COs shall also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinator.

Assistant Superintendent of Human Resources  
904-336-6500  
900 Walnut Street  
Green Cove Springs, FL 32043

#### B. Publication Required

The name(s), title(s), and contact information of this/these individual(s) will be published annually on the School District's website.

### IV. Complaint Procedures

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - *Nondiscrimination on the Basis of Sex in Education Programs or Activities*, any employee who alleges to have been subjected to unlawful discrimination may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter. Nothing contained in this policy is intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations ("FCHR"), or the Equal Employment Opportunity Commission ("EEOC").

In accordance with Federal and State law, employees will be notified of their right to file an internal complaint regarding an alleged violation, misinterpretation or misapplication of Federal and/or State law. In addition, employees will be notified of their right to file a complaint with the OCR, FCHR, or the EEOC.

Internal complaints must be in writing and identify the specific circumstances or areas of dispute that have given rise to the complaint and offer possible solutions to the dispute. The complaint must be filed with a compliance officer within the time limits specified below. The compliance officer is available to assist individuals in filing a complaint.

### V. Internal Complaint Procedure

The following internal complaint procedure is available to employees for the prompt and equitable resolution of complaints alleging discrimination that is prohibited in this policy. This complaint procedure is not available to unsuccessful applicants. Use of the internal complaint procedure is not a prerequisite to the pursuit of other remedies, including the filing of a complaint with the OCR, FCH, or EEOC.

- A. An employee with a complaint based on alleged discrimination may first discuss the problem with the compliance officer.
- B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the compliance officer. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the compliance officer of the nature and date of the alleged violation, and propose a resolution. The



complaint must be filed within thirty (30) days of the circumstances or event giving rise to the complaint unless the time for filing is extended by the compliance officer for good cause.

- C. The compliance officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The compliance officer will provide the complainant with a written disposition of the complaint within ten (10) days. If no decision is rendered within ten (10) days, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent.
- D. The Superintendent will, within ten (10) days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.  
  
The Superintendent will render his/her decision within ten (10) days of the hearing.
- E. The employee may be represented, at his/her own cost, at any of the above-described meetings/hearings.
- F. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

If it is determined that the complainant was subjected to unlawful discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

#### **VI. Retaliation**

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce, or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

#### **VII. Training**

The compliance officers will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Federal and State law, and are informed of the Board's policies and practices with respect to fully implementing and complying with the requirements of Federal and State law.

#### **VIII. Notice**

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the compliance officers will be posted throughout the District, and published in the District's recruitment statements or general information publications as required by Federal and State law and this policy.

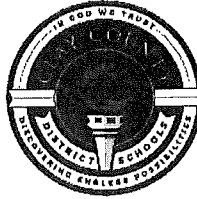
#### **IX. Retention of Investigatory Records and Materials**

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

- A. all written reports/allegations/complaints/statements;
- B. narratives of all verbal reports/allegations/complaints/statements;
- C. a narrative of all actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;
- D. any written documentation of actions taken by District personnel;
- E. written witness statements;
- F. narratives of, notes from, or audio, video, or digital recordings of witness statements;
- G. all documentary evidence;
- H. e-mails, texts, or social media posts pertaining to the investigation;
- I. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;
- J. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;
- K. dated written determinations to the parties;
- L. dated written descriptions of verbal notifications to the parties;
- M. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- N. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
- O. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Codes of Conduct and/or Employee Handbooks);
- P. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment; and
- Q. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.



Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT

Code po4122.01

Status From Neola

Legal 29 C.F.R. Part 1630  
29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended  
34 C.F.R. Part 104  
42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended

#### 4122.01 - PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT

The School Board prohibits discrimination against any employee or applicant based upon his/her disability. As such, the Board will not engage in employment practices or adopt policies that discriminate on the basis of disability, or otherwise discriminate against qualified individuals with disabilities in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment. The Board further will not limit, segregate or classify applicants or employees in any way that adversely affects their opportunities or status because of disability. Additionally, the Board will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability.

"An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

Major life activities also include the operation of a major bodily function, including, but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal and reproductive functions. The operation of a major bodily function includes the operation of an individual organ within a body system.

An impairment that is episodic in nature or in remission is considered a disability if it would substantially limit a major life activity when active.

The determination of whether an impairment substantially limits a major life activity must be made without regard to the ameliorative effects of mitigating measures such as medication, medical supplies, equipment or appliances, low-vision devices (defined as devices that magnify, enhance, or otherwise augment a visual image, but not including ordinary eyeglasses or contact lenses), prosthetics (including limbs and devices), hearing aid(s) and cochlear implant(s) or other implantable hearing devices, mobility devices, oxygen therapy equipment or supplies, use of assistive technology, reasonable accommodations or "auxiliary aids or services," learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, or physical therapy.

A qualified person with a disability means the individual satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires and, with or without reasonable accommodation, can perform the essential functions of the job in question.

The Board will provide a reasonable accommodation to a qualified individual who has an actual disability or who has a record of a disability unless the accommodation would impose an undue hardship on the operation of the District's program and/or activities. A reasonable accommodation is not necessarily required for an individual who is merely regarded as having a disability.

### **District Compliance Officer(s)**

The following persons are designated as the District Section 504 Compliance Officer(s)/ADA Coordinator(s) ("District Compliance Officer(s)"):

Assistant Superintendent of Human Resources  
904-336-6500  
900 Walnut Street  
Green Cove Springs, FL 32043

The name(s), title(s), and contact information of this/these individual(s) will be published annually on the School District's website.

The District Compliance Officer(s) are responsible for coordinating the District's efforts to comply with and fulfill its responsibilities under Section 504 and Title II of the Americans with Disabilities Act, as amended ("ADA"). A copy of Section 504 and the ADA, including copies of their implementing regulations, may be obtained from either of the District Compliance Officer(s).

The District Compliance Officer(s) will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints. The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA.

### **Complaint Procedures**

If a person believes that s/he has been discriminated against on the basis of his/her disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment, the person may utilize the complaint procedures set forth in Policy 4122 - Nondiscrimination and Equal Employment Opportunity as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

### **Retaliation**

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, or participates as a witness in an investigation, is prohibited. Specifically, the Board will not discriminate/retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

### **Training**

The District Compliance Officer(s) will disseminate information so that all employees understand their rights and responsibilities under Section 504 and the ADA, and are informed of the Board's policies, administrative procedures, and practices with respect to fully implementing and complying with the requirements of Section 504/ADA.

The Board will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.

### **Facilities**

No qualified person with a disability will, because the District's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.

For facilities constructed or altered after June 3, 1977, the District will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the District is committed to operating its programs and activities so that they are readily accessible to persons with disabilities.

#### **Notice**

Notice of the Board's policy on nondiscrimination in employment practices will be published on the District's website and posted throughout the District, and included in the District's recruitment statements or general information publications.

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Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title NONDISCRIMINATION BASED ON GENETIC INFORMATION OF THE EMPLOYEE

Code po4122.02

Status From Neola

Legal 42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act  
29 C.F.R. Part 1635  
20 U.S.C. 1232g  
42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended

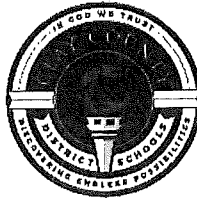
#### 4122.02 - NONDISCRIMINATION BASED ON GENETIC INFORMATION OF THE EMPLOYEE

The School Board does not discriminate against any employee or applicant for employment with respect to hiring, compensation, terms, conditions, or privileges of employment based on genetic information. The Board also does not limit, segregate, or classify employees in any way that would deprive or tend to deprive them of employment opportunities or otherwise adversely affect the status of an employee as an employee, based on genetic information. Retaliation against an applicant or employee for engaging in protected activity is prohibited.

As required by Federal law and regulation, the Board shall direct its employees not to provide any genetic information in response to requests for medical information, including but not limited to FMLA medical certification or recertification. The Board shall also direct applicants for employment not to provide any genetic information in response to requests for medical information as part of the District's application process. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services. As required by Federal law, if the District inadvertently receives genetic information about an employee or applicant for employment from the employee, an applicant for employment, or a medical provider it shall be treated as a confidential medical record.

The Superintendent shall appoint a compliance officer whose responsibility it will be to ensure that Federal regulations are complied with and that any inquiries or complaints are dealt with promptly in accordance with law. S/He shall also ensure that proper notice of nondiscrimination for Title II of the Genetic Information Nondiscrimination Act of 2008 is provided to staff members.

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| Book    | Policy Project Revised  |
| Section | 4000 Support Staff Cleaned  |
| Title   | DRUG-FREE WORKPLACE   |
| Code    | po4124  |
| Status  | From Neola  |
| Legal   | <u>F.S. 440.101</u><br><u>F.S. 440.102</u><br>34 C.F.R. 34-86.201<br>34 C.F.R. Part 85<br><u>34 C.F.R. Part 86</u><br><u>34 C.F.R. Part 104</u><br>20 U.S.C. 3224A<br>20 U.S.C. 86-201<br>20 U.S.C. 701-706 Rehabilitative Act 1973<br><u>20 U.S.C. 3171 et seq.</u><br>20 U.S.C. Omnibus Transportation Testing Act of 1991<br><u>29 U.S.C. 705(20)</u><br><u>29 U.S.C. 794</u><br><u>29 U.S.C. 794a</u><br>41 U.S.C. 701 et seq., Drug-Free Workplace Act of 1988 Vocational Rehabilitation Act of 1973<br><u>Drug-Free Schools and Communities Act of 1986</u> |

#### 4124 - DRUG-FREE WORKPLACE

The School Board believes that quality education is not possible in an environment affected by drugs. It will seek, therefore, to establish and maintain an educational setting which meets the requirements in the Drug-Free Workplace Act.

In compliance with the Act, the Board prohibits the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol, by any member of the District's support staff at any time while on District property or while involved in any District-related 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 whatever programs and procedures are necessary to meet the Federal certification requirements but which also comply or do not interfere with collective bargaining agreements.

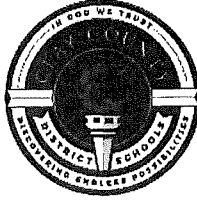
A staff member will be subject to disciplinary action, up to and including termination, for any of the following reasons:

- A. reports for duty or performs work while having an alcohol concentration of 0.02 or greater
- B. reports for duty or performs work while testing positive for using a prohibited drug, or while being under the influence of a prohibited drug
- C. refuses to submit to drug and/or alcohol testing
- D. alters or attempts to alter or unduly influence alcohol and/or drug testing results
- E. failure to pass reasonable suspicion testing

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Book Policy Project Revised  
Section 4000 Support Staff Cleaned  
Title CONFLICT OF INTEREST  
Code po4129  
Status From Neola  
Legal F.S.112.312  
F.S.112.313  
F.S. 1006.32  
2 C.F.R. 200.112  
2 C.F.R. 200.113  
2 C.F.R. 200.318

#### 4129 - CONFLICT OF INTEREST

The proper performance of school business is dependent upon high standards of honesty, integrity, impartiality, and professional conduct by School Board employees. Further, such characteristics are essential to the Board's commitment to earn and keep the public's confidence. For these reasons, the Board adopts the following procedures to assure that conflicts of interest do not occur. These procedures are not intended to be all inclusive, nor to substitute for good judgment on the part of all District Board members, employees, officers, and agents.

- A. No employee, officer, agent, or Board member shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts with the employee's job duties and responsibilities in the school system.
- B. No employee, officer, agent, or Board member shall engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, or parents of such students, or clients in the course of their employment with the District.

Included, by way of illustration rather than limitation, are the following:

1. the provision of any private lessons or services for a fee;
2. the use, sale, or improper divulging of any privileged information about a student or client gained in the course of the employee's employment or through access to District records;
3. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration;
4. the requirement of students or clients to purchase any private goods or services provided by an employee or any business, or professional practitioner with whom any employee has a financial relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations.

C. No employee, officer, agent, or Board member shall make use of materials, equipment, or facilities of the District in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.

Exceptions to any provision in parts A through C of this policy shall be approved in advance by the Superintendent and shall be consistent with State law.

No employee, officer, agent, or Board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or Board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract.

An employee, officer, agent, and Board member of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors.

If the District has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the District may not conduct a procurement action involving the parent, affiliate, or subsidiary organization if the District is unable, or appears to be unable, to be impartial in conducting a procurement action involving a related organization.

Employees, officers, agents, and Board members must promptly disclose any potential conflict of interest that may lead to a violation of this policy to the District. Upon discovery of any potential conflict of interest, the District will promptly disclose, in writing, the potential conflict of interest to the appropriate Federal agency or, if applicable, the pass-through entity.

The District will also promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729–3733). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and pass-through entity. The District is also required to report matters related to recipient integrity and performance in accordance with Appendix XII of 2 C.F.R. Part 200.

Employees, officers, agents, and Board members found to be in violation of this conflict of interest policy will be subject to disciplinary action, up to and including termination, pursuant to Board Policy 4139.01, *Staff Discipline*, and/or State law.

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| Book    | Policy Project Revised     |
| Section | 4000 Support Staff Cleaned |
| Title   | TUTORING                   |
| Code    | po4129.01                  |
| Status  | From Neola                 |
| Legal   | F.S. 1008.365              |

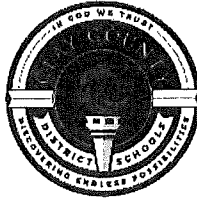
#### 4129.01 - **TUTORING**

Support staff members who tutor students within their school unit and receive compensation for this work shall have prior approval of their principal.

Staff members may not accept fees for remedial tutoring of students currently enrolled in one (1) or more of their classes for which a grade is given.

In accordance with this policy, School Board facilities and materials shall not be utilized for such tutoring unless such tutoring is provided as part of the District's participation in the RAISE Program.

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Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title APPOINTMENT AND ASSIGNMENT OF SUPPORT STAFF

Code po4130

Status From Neola

Legal F.S. 112.3135  
F.S. 1012.22  
F.S. 1012.23  
F.S. 1012.27  
F.S. 1012.28  
F.A.C. 6A-1.070

#### 4130 - APPOINTMENT AND ASSIGNMENT OF SUPPORT STAFF

The School Board believes that the appropriate placement of qualified and competent staff is essential to the success of the District.

##### **Appointment and Assignment**

When developing his/her recommendation for appointments of support staff, the Superintendent shall consider nominations for staff appointments submitted by the principals. Further, if the Superintendent intends to recommend placement of a staff member in a school who was not nominated by the principal, the Superintendent will consult with that principal.

After such required consideration and consultation, the Superintendent shall submit written recommendations with regard to the appointment and assignment of support staff for Board action.

In accordance with State law, the Board may reject the Superintendent's recommendation for initial appointment and assignment, or re-appointment and assignment, for good cause.

The Board authorizes the Superintendent to reassign employees when the Superintendent determines that it is in the employee's and/or School District's best interest(s).

##### **Duties, Days, and Hours**

The Superintendent shall make known through administrative channels the duties, days, and hours of the various classes of support staff.

- A. Support staff members shall perform the duties required by Florida statutes, Board policy, and the collective bargaining agreement, as well as other reasonable duties as may be assigned by their immediate supervisor. Failure to perform such duties in an acceptable manner shall constitute a violation of the support staff member's contract and just cause for disciplinary action.
- B. Support staff members are responsible for student control and supervision at any location on campus or during school-sponsored activities.

- C. Support staff members shall not permit their family members or friends by their presence to interfere with the performance of their duties during working hours.

### **Employment and Supervision of Relatives (Nepotism)**

For purposes of this policy, a "relative" is an individual included within the definition of "relative" set forth in F.S. 112.3135, which includes the following individuals: 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, or half-sister.

Neither the superintendent nor a Board member may appoint or employ a relative to work under their direct supervision. These limitations do not apply to employees appointed or employed before the election or appointment of the superintendent or a Board member.

Two (2) or more relatives shall not work in the same school/department except by permission of the Superintendent. In the event that a support staff member, due to some unusual circumstance, may have been placed in the same working unit with a relative, the support staff member may continue in the position until s/he can be reassigned to a position of comparable grade, pay, and reasonable personal convenience.

- A. A relative may be employed in the same school when specifically recommended by the principal and approved by the Superintendent on the grounds that it is to the advantage of the school.

- B. Under no circumstances shall a person supervise the work of a relative.

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.

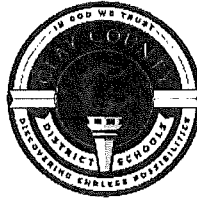


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| Book    | Policy Project Revised                     |
| Section | 4000 Support Staff Cleaned                 |
| Title   | RE-ASSIGNMENT OF SUPPORT STAFF             |
| Code    | po4130.01                                  |
| Status  | From Neola                                 |
| Legal   | <u>F.S. 1012.01</u><br><u>F.S. 1012.33</u> |

**4130.01 - RE-ASSIGNMENT OF SUPPORT STAFF**

Support staff members may be reassigned to any position for which they are qualified in order to meet the needs of the District. Support staff members in a bargaining unit are to refer to negotiated agreements.

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| Book    | Policy Project Revised     |
| Section | 4000 Support Staff Cleaned |
| Title   | REDUCTION IN STAFF         |
| Code    | po4131                     |
| Status  | From Neola                 |
| Legal   | <u>F.S. 1012.33</u>        |

#### 4131 - REDUCTION IN STAFF

If workforce reduction is needed, the Board will follow the collective bargaining agreement.

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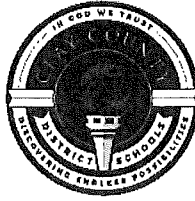
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| Book    | Policy Project Revised                     |
| Section | 4000 Support Staff Cleaned                 |
| Title   | STAFF DISCIPLINE                           |
| Code    | po4139.01                                  |
| Status  | From Neola                                 |
| Legal   | <u>F.S. 1012.22</u><br><u>F.S. 1012.23</u> |

#### 4139.01 - **STAFF DISCIPLINE**

The School Board retains the right and the responsibility to manage the work force. When the discipline of a staff member becomes necessary, such action shall be in proportion to the employee's offense or misconduct, consistent with appropriate procedural and substantive due process, State law, and/or the specific provisions of any appropriate collective bargaining agreement.

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Book Policy Project Revised  
Section 4000 Support Staff Cleaned  
Title SUSPENSION OR DISMISSAL OF SUPPORT STAFF  
Code po4140  
Status From Neola  
Legal F.S. 1012.22  
F.S. 1012.27  
F.S. 1012.40

#### 4140 - **SUSPENSION OR DISMISSAL OF SUPPORT STAFF**

No employee may be suspended from duty except by the Superintendent or the School Board. The Board hereby delegates to the Superintendent authority to suspend a member of the staff as provided by applicable law.

In the case of a suspension without pay by the Superintendent or the Board, an affected employee shall be entitled to a hearing on the charges as to why the employee was suspended without pay. Said hearing shall be upon reasonable notice by the Superintendent.

No member of the staff may be dismissed except by action of the Board. Any suspension or dismissal shall be as prescribed by law.

Support staff may be required to take such recognized examinations as the Superintendent deems necessary to evaluate their health, competence, and/or performance. Refusal to take required examination(s) shall be grounds for immediate dismissal. The Board shall pay for the cost of the examination(s).

The Superintendent shall determine the nature and effective date of the suspension or termination.

Bargaining unit members should refer to the collective bargaining agreement with regard to suspension or dismissal.

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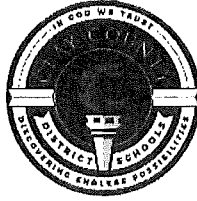
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| Book    | Policy Project Revised              |
| Section | 4000 Support Staff Cleaned          |
| Title   | DISCIPLINARY SUSPENSION WITHOUT PAY |
| Code    | po4140.01                           |
| Status  | From Neola                          |
| Legal   | <u>F.S. 1012.27(5)</u>              |

#### 4140.01 - **DISCIPLINARY SUSPENSION WITHOUT PAY**

For disciplinary action other than termination, the School Board hereby delegates authority of employee suspension to the Superintendent in order to facilitate personnel management, to maintain an orderly and productive work environment, to avoid public embarrassment to employees, and to eliminate minor disciplinary action from the Board's agenda. The suspension shall be without pay, and shall not exceed five (5) days.

- A. An employee who is suspended under the authority of this policy shall be granted all due process rights accorded by the Florida statutes and applicable collective bargaining agreements.
- B. This policy grants the Superintendent authority in addition to that provided by Florida statutes. It shall not be construed to limit the Superintendent's statutory powers.

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| Book    | Policy Project Revised                     |
| Section | 4000 Support Staff Cleaned                 |
| Title   | RESIGNATION                                |
| Code    | po4150                                     |
| Status  | From Neola                                 |
| Legal   | <u>F.S. 1001.43</u><br><u>F.S. 1012.33</u> |

#### 4150 - **RESIGNATION**

Any person who wishes to resign should submit his/her resignation addressed to the Superintendent in writing.

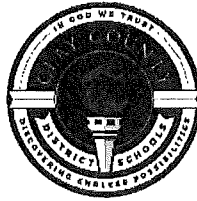
The request to resign should be submitted at least two (2) weeks in advance of its effective date. The Superintendent shall determine if the reason for resignation is acceptable and if a qualified and satisfactory replacement is available.

The effective date of resignation shall be the employee's last day at work.

The Superintendent is authorized to accept resignations on behalf of the Board.

The resignation shall be submitted to the School Board at its next regular or special meeting for informational purposes only.

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Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title PHYSICAL EXAMINATION

Code po4160

Status From Neola

Legal F.S. 1012.23  
F.S. 1012.31  
42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended  
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act  
29 C.F.R. Part 1630  
29 C.F.R. Part 1635

#### 4160 - PHYSICAL EXAMINATION

It is the policy of the School Board that the Superintendent may require, after a conditional offer of employment, that the successful candidate submit to a medical examination in order to determine the candidate's physical and/or mental capacity to perform essential functions of the position, with or without reasonable accommodation, provided that the Board requires other successful candidates for the same position (or job classification) to do so. Such examinations shall be performed by a health provider designated by the District.

Individuals who are required to submit to an appropriate examination will also be required to execute a release that complies with the requirements of the Health Insurance Portability and Accountability Act in order to allow the report of the medical examination to be released to the Board/Superintendent and to allow the Superintendent or his/her designee to speak to the health care provider who conducted the medical examination in order to get clarification (see Form 4160 F2). Refusal to submit to an appropriate examination or to execute the HIPAA release will be grounds for withdrawing the conditional offer of employment.

As required by Federal law and regulation and Board Policy 4122.02, the Superintendent shall direct the successful candidate who is being required to submit to a medical examination, as well as 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.

Such a report should indicate whether the candidate can perform essential functions of the position, with or without reasonable accommodation.

Employees will be notified of the results of the medical examination upon receipt. Pursuant to State law and in accordance with the Americans with Disabilities Act, as amended, any and all reports of such examination will be confidential and exempt from release, except as provided by law. As required by Federal law, if the District inadvertently receives genetic information about an individual who is required to submit to an appropriate examination from the medical provider it shall be treated as a confidential medical record. In the event of a report indicating that the candidate is not qualified to perform the position's essential functions, with or without reasonable accommodation, the Superintendent will make a recommendation to the Board of non-employment. The Superintendent may discuss the results of the report with the healthcare provider who conducted the medical examination prior to making a recommendation to the Board.

The Board shall pay any uninsured fees for required examinations.



Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title FITNESS FOR DUTY

Code po4161

Status From Neola

Legal F.S. 1012.23  
42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended  
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act  
29 C.F.R. Part 1630  
29 C.F.R. Part 1635

#### 4161 - FITNESS FOR DUTY

If the Superintendent believes a support staff member is unable to perform essential functions of the position to which the staff member is assigned, with or without reasonable accommodations, the staff member will be offered the opportunity for a meeting to discuss these issues.

The Superintendent may require a support staff member to submit to an appropriate examination by a health provider 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 Board shall pay any uninsured fees for such examinations.

The staff member will be required to execute a release that complies with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) in order to allow the report of the medical examination to be released to the Board/Superintendent and to allow the Superintendent or his/her designee to speak to the health care provider who conducted the medical examination in order to get clarification. Refusal to submit to an appropriate examination or to execute the HIPAA release will be grounds for disciplinary action in accordance with the terms of the applicable collective bargaining agreement.

Further, as required by Federal law and regulation and Board Policy 4122.02, 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.

Pursuant to State law and in accordance with the Americans with Disabilities Act, as amended, the results of any such examination shall be treated as a confidential medical record and will be exempt from release, except as provided by law. As provided by Federal law, if the District inadvertently receives genetic information about an individual who is required to submit to an appropriate examination from a medical provider it shall be treated as a confidential medical record.

Upon the recommendation of the Superintendent and approval of the Board, a support staff member may be placed on a leave of absence related to fitness for duty. Such leave shall be without pay; however, the employee may use accrued leave, if available. Furthermore, the Superintendent may recommend the support staff member's dismissal based upon the results of the medical examination.

The support staff member is entitled to a hearing as provided for in Florida law.



Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title DRUG AND ALCOHOL TESTING OF CDL LICENSE HOLDERS AND OTHER EMPLOYEES WHO PERFORM SAFETY-SENSITIVE FUNCTIONS

Code po4162

Status From Neola

Legal F.S. 112.0455  
F.S. 440.102  
F.S. 1012.45  
21 U.S.C. 812, Schedules I-V of Section 202 of the Controlled Substances Act  
21 C.F.R. 1308.11-.15  
49 C.F.R. Part 40 (DOT)  
49 C.F.R. Part 382  
49 C.F.R. Part 391  
49 C.F.R. 382.101 et seq.  
Omnibus Transportation Employee Testing Act, Pub. L. 102-143, Title V

**4162 - DRUG AND ALCOHOL TESTING OF CDL LICENSE HOLDERS AND OTHER EMPLOYEES WHO PERFORM SAFETY-SENSITIVE FUNCTIONS**

The School Board believes that the safety of students while being transported to and from school or school activities is of utmost importance and is the primary responsibility of the driver of the school vehicle. To fulfill such a responsibility, each driver, as well as others who perform safety-sensitive functions with Board-owned and/or operated ("Board-owned") vehicles must be mentally and physically alert at all times while on duty. To that end, the Board has established this policy and others related to employees' health and well-being.

For purposes of this policy and the procedures associated with the policy, the following definitions shall apply.

- A. The term *illegal drug* means drugs and controlled substances, the possession or use of which is unlawful, pursuant to Federal, State, and local laws and regulations.
- B. The term *controlled substance* includes any illegal drug and any drug that is being used illegally, such as a prescription drug that was not legally obtained or not used for its intended purposes or in its prescribed quantity. The term does not include any legally-obtained prescription drug used for its intended purpose in its prescribed quantity unless such use would impair the individual's ability to safely perform safety-sensitive functions.
- C. The term *controlled substance abuse* includes excessive use of alcohol as well as prescribed drugs not being used for prescribed purposes, in a prescribed manner, or in the prescribed quantity.
- D. The term *safety-sensitive functions* includes all tasks associated with the operation and maintenance of Board-owned vehicles.

E. The term *CDL license holder* means all regular and substitute bus drivers, staff members who may drive students in Board-owned vehicles or inspect, repair, and maintain Board-owned vehicles, and staff members who drive vehicles designed to transport sixteen (16) or more people (including the driver).

F. The term *while on duty* means all time from the time the CDL license holder begins to work or is required to be in readiness for work until the time s/he is relieved from work and all responsibility for performing work.

The Board expects all CDL license holders to comply with Board Policy 4124 on Drug-Free Schools which prohibits the possession, use, sale, or distribution of alcohol and any controlled substance on school property at all times. Further, the Board concurs with the Federal requirement that all CDL license holders should be free of any influence of alcohol or controlled substance while on duty.

The Board directs the Superintendent to establish a drug and alcohol testing program whereby each regular and substitute bus driver, and any other staff member who holds a CDL license, as well as any staff member performing safety-sensitive functions, is tested for the presence of alcohol in his/her system as well as for the presence of the following controlled substances:

- A. Marijuana
- B. Cocaine
- C. Opioids
- D. Amphetamines
- E. Phencyclidine (PCP)

The drug tests are to be conducted in accordance with Federal and State regulations:

- A. prior to employment (Controlled Substances Only);
- B. for reasonable cause;
- C. upon return to duty after any alcohol or drug rehabilitation;
- D. post-accident;
- E. on a random basis, and
- F. on a follow-up basis.

The Superintendent shall require that the District query the FMCSA's Drug and Alcohol Clearinghouse for current and prospective CDL drivers' drug and alcohol violations before allowing a driver to operate a District-owned and/or operated vehicle, consistent with Federal regulations, including consent requirements.

Any staff member who is subject to drug tests in accordance with this policy and who tests positive shall be immediately prohibited from driving any school vehicle and subject to discipline, up to and including discharge, in accordance with District procedures and the terms of any applicable collective bargaining agreements.

Furthermore, if during any test the lab determines that an adulterant has been added to the specimen, then the employee will be re-tested with an observed collection to prevent the addition of an adulterant to the specimen.

Any staff member who refuses to submit to a test shall immediately be prohibited from performing or continuing to perform his/her safety-sensitive functions (e.g., driving any Board-owned vehicle).

A staff member will be subject to disciplinary action, up to and including termination, for any of the following reasons:

- A. reports for duty or performs work while having an alcohol concentration of 0.02 or greater
- B. reports for duty or performs work while testing positive for using a prohibited drug, or while being under the influence of a prohibited drug
- C. refuses to submit to drug and/or alcohol testing

D. alters or attempts to alter or unduly influence alcohol and/or drug testing results

E. fails to remain readily available for post-accident testing (including notifying his/her supervisor of his/her location, if the staff member leaves the scene of the accident prior to the submission of a post-accident test unless the staff member's departure is to obtain necessary emergency medical care)

All time spent undergoing an alcohol or controlled substance test, including travel time, will be paid at the staff member's regular rate of pay, or at his/her overtime rate, if applicable. Any staff member who is not allowed to return to work while awaiting test results will be compensated during the waiting period for all work time lost, if applicable. The Board shall pay all costs associated with the administration of alcohol and controlled substance tests. This includes testing of the "split specimen" at a Federally certified laboratory. The Board will not pay for the employee's time while not on duty if the split specimen test results are positive.

Alcohol and drug test results shall be protected as confidential medical records as appropriate under the Americans With Disabilities Act (i.e. test results shall be provided on a right to know basis - the employee, the employer, and the substance abuse professional - and the results shall not be presented until analyzed by a Medical Review Officer.

A tested individual, upon written request, will have access to any records relating to his/her use of drugs and alcohol, including any records pertaining to his/her drug and alcohol tests. A tested individual must provide written authorization before his/her test result can be provided to any other person except a government agency specified in the applicable Federal regulations.

All tests shall be conducted in accordance with Federal testing procedures and be performed by a laboratory that is Federally certified (i.e. testing procedures and devices used will be as set forth in 49 C.F.R. Part 40).

The alcohol and drug testing program shall be under the direction of the Superintendent.

The Superintendent shall arrange for the required amount of training for appropriate staff members in drug recognition, in the procedures for testing, and in the proper assistance of staff members who are subject to the effects of substance abuse.

The Superintendent shall submit, for Board approval, a contract with a certified laboratory to provide the following services:

- A. testing of all first and second test urine samples
- B. clear and consistent communication with the District's Medical Review Officer (MRO)
- C. methodology and procedures for conducting random tests for controlled substances and alcohol
- D. preparation and submission of all required reports to the District, the MRO, and to Federal and State governments

The Superintendent shall also select the agency or persons who will conduct the alcohol breathalyzer tests, the District's MRO, and the drug collection site(s) in accordance with the requirements of the law.

#### **Notification**

A tested candidate shall be notified of the results of a pre-employment controlled substances test conducted under this part, if the driver requests such results within sixty (60) calendar days of being notified of the disposition of the employment application.

A tested individual shall be notified of the results of random, reasonable suspicion and post-accident tests for controlled substances conducted under this policy if the test results are verified positive. The tested individual shall also be informed which controlled substance or substances were verified as positive.

The Superintendent shall make reasonable efforts to contact and request each driver who submitted a specimen under the employer's program, regardless of the driver's employment status, to contact and discuss the results of the controlled substances test with a medical review officer who has been unable to contact the driver.

The Superintendent shall immediately notify the medical review officer that the driver has been notified to contact the medical review officer within twenty-four (24) business hours.

Individuals holding a CDL license must notify all current employers of any DOT violations (such as testing positive for the presence of alcohol or a controlled substance in violation of this policy). The notification must be made 1) by the end of the business day following the day the individual first receives notice of the violation or 2) prior to performing any safety-



sensitive function, whichever comes first. Individuals are not required to notify the employer that administered the test or that documented the circumstances giving rise to the violation.

In the event that an individual is selected for testing, the Superintendent will inform the individual that the test is required by applicable law.

### **Reporting Test Results**

The Superintendent shall report all information required by Federal regulations to the Clearinghouse in a timely manner. The Superintendent shall prepare and maintain a summary of the results of its alcohol and controlled substances testing programs performed under this policy during the previous calendar year, when requested by the Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the employer or any of its drivers. Such summaries shall be submitted in a manner and timeline as required by law.

### **Educational Materials Related to Certain Federal Regulations, Board Policies, and Procedures**

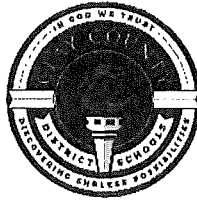
CDL license holders and other employees who perform safety-sensitive functions will be provided educational materials at the time of hire or at any time when required to operate a school vehicle. The educational materials shall explain the requirements of applicable Federal regulations and the Board's policies and the District's procedures with respect to meeting these Federal regulations.

These materials are to be made available to each staff member upon being hired or transferred into a covered position thereafter. Each staff member must sign a statement acknowledging availability of these materials.

### **Return-to-Duty (Safety-Sensitive Positions)**

Employees who are removed from performing safety-sensitive functions as a result of this policy must take and pass a return-to-duty test before returning to performing safety-sensitive functions. The return-to-duty test will not occur until after a Substance Abuse Professional (SAP) has determined that the employee has successfully complied with prescribed education and/or treatment. The employee must have a negative drug test result and/or an alcohol test with an alcohol concentration of less than 0.02 before resuming performance of safety-sensitive duties. The employee will not be permitted to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, but not less than twenty-four (24) hours following administration of the return-to-duty test.

Subject to any collective bargaining agreement or other legal requirements, employees who are eligible to return to performing safety-sensitive functions may not do so without the approval of the Superintendent.



|         |  |
|---------|--|
| Book    | Policy Project Revised                       |
| Section | 4000 Support Staff Cleaned                   |
| Title   | EMPLOYEE ASSISTANCE PROGRAM (EAP)            |
| Code    | po4170.01                                    |
| Status  | From Neola                                   |
| Legal   | <u>F.S. 112.0455</u><br><u>F.S. 1012.798</u> |

#### 4170.01 - **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

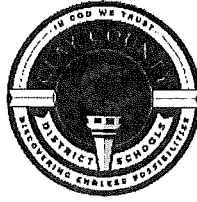
The School Board believes that early recognition and treatment of illegal drug use, controlled substance abuse, or alcohol abuse is important for successful rehabilitation, return to productive work, and reduced personal, family, and social disruption.

The District encourages the earliest possible diagnosis and treatment for illegal drug use or controlled substance abuse and supports sound treatment efforts. Whenever feasible, the District will assist staff members in overcoming illegal drug use or controlled substance abuse. However, the decision to seek diagnosis and accept treatment for illegal drug use or controlled substance abuse is primarily the individual staff member's responsibility. Any costs associated with treatment in excess of those costs covered by the staff member's medical insurance plan shall be borne by the individual.

Staff members with personal drug or controlled substance abuse problems should request assistance through the Employee Assistance Program, found in the Employee Portal, under the Employee Benefits Tile. Assistance will be provided on a confidential basis, and each staff member will be referred to the appropriate treatment and counseling services.

Although the District will assist a staff member to the extent feasible through the Employee Assistance Program, the Board cannot guarantee that the staff member's use of illegal drugs or abuse of alcohol or controlled substances will not impact adversely the staff member's employment status through disciplinary procedures.

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Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title STANDARDS OF ETHICAL CONDUCT

Code po4210

Status From Neola

Legal F.S. 112.312  
F.S. 112.313  
F.S. 1001.42(6)  
F.S. 1001.421  
F.S. 1006.32  
F.S. 1012.23  
F.A.C. 6A-10.081

#### 4210 - STANDARDS OF ETHICAL CONDUCT

Support staff members shall be guided by and adhere to the following ethical principles:

- A. The support staff member values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.
- B. The support staff member's primary professional concern will always be for the student and for the development of the student's potential. The support staff member will therefore strive for professional growth and will seek to exercise the best professional judgment and integrity.
- C. The support staff member strives to achieve and sustain the highest degree of ethical conduct because s/he is 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.

All District support staff members shall comply with the following disciplinary principles.

Individuals who violate any of these principles shall be subject to disciplinary action, as well as other penalties as may be provided by law.

A. Obligation to the student requires that the District support staff member shall:

- 1. make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety;
- 2. not unreasonably restrain a student from independent action in pursuit of learning;
- 3. not unreasonably deny a student access to diverse points of view;

4. not intentionally suppress or distort subject matter relevant to a student's academic program;
5. not intentionally expose a student to unnecessary embarrassment or disparagement;
6. not intentionally provide classroom instruction to students in prekindergarten through grade 8 on sexual orientation or gender identity, except when required by F.S. 1003.42(2)(n)3. and 1003.46;
7. not intentionally provide classroom instruction to students in grades 9 through 12 on sexual orientation or gender identity unless such instruction is required by state academic standards as adopted in F.A.C. Rule 6A-1.09401, or is part of a reproductive health course or health lesson for which a student's parent has the option to have their student not attend;
8. not intentionally violate or deny a student's legal rights;
9. not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being unless the individual reasonably believes that disclosure would result in abuse, abandonment, or neglect as defined in F.S. 39.01;
10. not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination; discrimination on the basis of race, color, national origin, or sex includes subjecting any student to training or instruction that espouses, promotes, advances, inculcates, or compels such student to believe any of the concepts listed in F.S. 1000.05(4)(a);
11. not exploit a relationship with a student for personal gain or advantage;
12. keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law;
13. not violate F.S. 553.865(9)(b), which relates to entering restrooms and changing facilities designated for the opposite sex on the premises of an educational institution; and,
14. not violate F.S. 1000.071, which relates to the use of personal titles and pronouns in educational institutions.

B. Obligation to the public requires that the District support staff member shall:

1. take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated;
2. not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression;
3. not use institutional privileges for personal gain or advantage; (see also Policy 4129, *Conflict of Interest*)
4. accept no gratuity, gift, or favor that might influence judgment; (see also Policy 4129, *Conflict of Interest*)
5. offer no gratuity, gift, or favor to obtain special advantages. (see also Policy 4129, *Conflict of Interest*)

C. Obligation to the profession of education requires that the District support staff member shall:

1. maintain honesty in all dealings;
2. not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization;
3. not interfere with a colleague's exercise of political or civil rights and responsibilities;
4. not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable efforts to assure that each individual is protected from such harassment or discrimination;

5. not make malicious or intentionally false statements about a colleague;
6. not use coercive means or promise special treatment to influence professional judgments of colleagues;
7. not misrepresent one's own professional qualifications;
8. not submit fraudulent information on any document in connection with professional activities;
9. not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position;
10. not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment;
11. provide upon the request of a certificated individual a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment;
12. not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these *Principles of Professional Conduct for the Education Profession in Florida* and other applicable Florida statutes and State Board of Education rules;
13. self-report within forty-eight (48) hours to appropriate authorities (as determined by the District) 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, District support staff members shall self-report 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 forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4)(c) and 943.059(4)(c).

14. report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1);
15. seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).

D. No support staff member shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature that is in substantial conflict with the proper discharge of his/her duties in the public interest. (see also Policy 4129, *Conflict of Interest*)

E. All District support staff members shall adhere to the principles enumerated above.

All support staff members shall be required to complete training on the standards established herein upon employment and annually thereafter.



Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title WHISTLEBLOWER PROTECTION

Code po4211

Status From Neola

Legal F.S. 112.3187  
F.S. 112.3189

#### 4211 - WHISTLEBLOWER PROTECTION

The School Board expects all its employees to be honest and ethical in their conduct, and to comply with applicable State and Federal law, Board policies and administrative procedures. Pursuant to State law, the Board expects support staff members to report any violation or suspected violation of any Federal, State or local law, policy, or regulation committed by any employee, or agent of an agency or independent contractor which is doing business with the Board, which creates and presents a substantial or specific danger to the public's health, safety, or welfare to their immediate supervisors. Additionally, pursuant to State law, support staff members are expected to report any act or suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, suspected or actual Medicaid fraud or abuse, or gross neglect of duty committed by an employee or agent of an agency or independent contractor which is doing business with the Board.

It is the responsibility of an employee who is aware of conduct on the part of any Board member or employee that possibly violates Federal or State law, or Board policy, to call this conduct to the attention of his/her immediate supervisor. If the employee's immediate supervisor is not responsive or is the employee whose behavior is in question, the employee should report the alleged misconduct to the Superintendent.

After such a report is made, the immediate supervisor will ask that the employee's report be put in writing. Any employee making such a report shall be protected from discipline, retaliation, or reprisal for making such report as long as the employee made a reasonable and good faith effort to determine the accuracy of any information reported. Employees are subject to disciplinary action, up to and including termination, for purposely, knowingly, or recklessly making a false report under this policy. Conversely, employees are subject to disciplinary action, up to and including termination, if they are aware of a violation of Federal, State, or local law that the Board has the authority to correct and they do not make a report confirmed in writing to their immediate supervisor.

If the alleged misconduct that is reported involves a Board member or the Superintendent, the report is to be filed directly with the Board Attorney who is hereby authorized to engage outside counsel to conduct the investigation concerning the alleged misconduct.

Upon receipt of a report made by a support staff member pursuant to this policy, an investigation shall be conducted by the Superintendent or Board Attorney consistent with the procedures described in F.S. 112.3189.



Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title STUDENT SUPERVISION AND WELFARE

Code po4213

Status From Neola

Legal F.S. 119.011  
F.S. 847.012  
F.S. 1001.42  
F.S. 1001.51  
F.S. 1002.22  
F.S. 1003.32  
F.S. 1006.07  
20 U.S.C. 1232  
34 C.F.R. Part 99

#### 4213 - **STUDENT SUPERVISION AND WELFARE**

Each support staff member shall maintain a standard of care for the supervision, control, and protection of students commensurate with assigned duties and responsibilities which include, but are not limited to, the following:

- A. A support staff member shall report immediately to a building administrator any accidents or safety hazards they detect.
- B. A support staff member shall report unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to the Superintendent and local public safety agencies and/or school officials in accordance with Policy 8406 - *Reports of Suspicious Activity and Potential Threats to Schools*.
- C. A support staff member shall not send students on any non-school related errands.
- D. A support staff member shall encourage a student to discuss issues relating to the student's well-being with the student's parent, or shall facilitate the student's discussion of the issue with the parent.
- E. A support staff member shall advise and consult with the principal if there is a change in a student's services or monitoring related to a student's mental, emotional or physical health or well-being and the school's ability to provide a safe and supportive learning environment for the student. The support staff member may assist the principal in notifying the parent of any such change.
- F. A support staff member shall not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being.
- G. A support staff member shall not inappropriately associate with students at any time in a manner which may give the appearance of impropriety, including, but not limited to, the creation or participation in any situation or activity which could be considered abusive or sexually suggestive or involve illegal substances such as drugs, alcohol, or

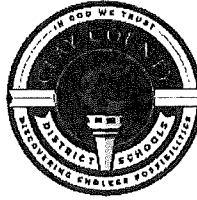
tobacco. Any sexual or other inappropriate conduct with a student by any staff member will subject the offender to potential criminal liability and discipline up to and including termination of employment.

- H. A support staff member shall not knowingly distribute to a minor any material that is obscene and harmful to minors, as defined in F.S. 847.012, in any format and/or by any manner. A support staff member who knowingly distributes any such material to a minor also commits a felony under State law and is subject to disciplinary action up to and including termination.
- I. A support staff member shall not transport students in a private vehicle without the approval of a building administrator.
- J. A student shall not be required to perform work or services that may be detrimental to their health.
- K. Staff members shall not inappropriately engage students in social media and online networking media, such as Facebook, "X", Instagram, etc.
- L. Staff members are expressly prohibited from posting any video or comment pertaining to any student on social network sites or similar forums, such as YouTube.

Since most information concerning a child in school, other than directory information described in Policy 8330, is confidential under Federal and State laws, any staff member who shares confidential information with another person not authorized to receive the information may be subject to discipline and/or civil liability. This includes, but is not limited to, information concerning assessments, grades, behavior, family background, and alleged child abuse.

Pursuant to the laws of the State and School Board Policy 8462, each support staff member shall report to the proper legal authorities, immediately, any sign of suspected child abuse, abandonment, or neglect.





Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title SOLICITATION OR ACCEPTANCE OF GIFTS OR UNAUTHORIZED COMPENSATION

Code po4214

Status From Neola

Legal F.S. 112.312  
F.S. 112.313  
F.S. 1006.32  
2 C.F.R. 200.318

**4214 - SOLICITATION OR ACCEPTANCE OF GIFTS OR UNAUTHORIZED COMPENSATION**

- Pursuant to State law no 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, that is based upon any understanding that the vote, official action, or judgment of the support staff member would be influenced thereby.

For purposes of this policy, the meaning of "gift" shall be consistent with the definition of the term in F.S. 112.312(12)(a), and shall include, but not be limited to, the following:

- A. real property
- B. the use of real property
- C. tangible or intangible personal property
- D. a preferential rate or terms on a debt, loan, goods or services
- E. forgiveness of an indebtedness
- F. transportation, other than that provided to other employees in relation to officially approved government business, lodging, or parking
- G. food or beverage
- H. membership dues
- I. entrance fees, admission fees, or tickets to events, performances, or facilities
- J. plants, flowers, or floral arrangements
- K. services provided by persons pursuant to a professional license or certificate
- L. other personal services for which a fee is normally charged
- M. any other similar service or thing having an attribute value

It is the policy of the School Board that support staff members may accept gifts of nominal value from students or parents in celebration of a holiday, the staff member's birthday, or at the end of a school year.

The Superintendent may approve acts of generosity to individual staff members in unusual situations.

Pursuant to State law, no support staff member of the District, or his/her spouse or minor child shall, at any time, accept compensation, payment, or anything of value when the support staff member knows, or, with the exercise of reasonable care, should know, that it was given to influence the vote or other action in which the support staff member was expected to participate in his/her official capacity. Furthermore, support staff members shall not accept any compensation, payment or anything of value from a vendor after a decision has been made to purchase equipment, supplies, or services from said vendor.

In addition, support staff members who recommend purchases shall not enter into a contractual relationship with a vendor seeking to do business with the District, or a vendor with whom the District is doing business, whereby an individual support staff member receives compensation, payment, or anything of value for services rendered.

Such compensation includes, but is not limited to, cash, checks, stocks, or any other form of securities, and gifts as defined in State law, albeit unsolicited, from a vendor, the support staff member shall immediately notify the Fiscal Officer, in writing, that s/he received such compensation and shall thereafter promptly transmit said compensation to the Fiscal Officer.

Any support staff member who has knowledge of, or suspects that, this policy has been violated is expected to report this violation or suspected violation in accordance with Policy 4211 – *Whistleblower Protection*.

See also Policy 4129, *Conflict of Interest*.

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Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title SMOKING AND TOBACCO-FREE ENVIRONMENT

Code po4215

Status From Neola

Legal F.S. 381.84  
F.S. 386.202  
F.S. 386.204  
F.S. 386.209  
F.S. 386.212  
20 U.S.C. 6081 et seq.  
20 U.S.C. 7182  
Florida Department of Health and the Public Health Law Center's publication  
"Commercial Tobacco-Free K-12 School Model Policy: Questions and Answers"

#### 4215 - **SMOKING AND TOBACCO-FREE ENVIRONMENT**

The School Board recognizes that the use of tobacco products, including electronic smoking devices, is a health, safety, and environmental hazard for students, staff, visitors, and school facilities. The Board is committed to providing students, staff, and visitors with a smoking and tobacco-free environment on school property and at off-campus, school-sponsored events.

The Board also believes accepting gifts or materials from the tobacco industry will send an inconsistent message to students, staff, and visitors.

The Board recognizes that adult staff and visitors serve as role models for students. The Board embraces its obligation to promote positive role models in schools and to provide an environment for learning and working that is safe, healthy, and free from unwanted smoke or aerosol and other tobacco use for the students, staff, and visitors.

#### **Definitions**

- A. "Any time" means twenty-four (24) hours a day, seven (7) days a week, 365 days a year.
- B. "Electronic smoking device" means any product containing or delivering nicotine, or any other substance, whether natural or synthetic, intended for human consumption through the inhalation of aerosol or vapor from the product. "Electronic smoking device" includes, but is not limited to, devices manufactured, marketed, or sold as e-cigarettes, e-cigars, e-pipes, vape pens, or similar devices. "Electronic smoking device" also includes any component part of a product, whether or not marketed or sold separately, including but not limited to e-liquids, e-juice, cartridges, or pods.
- C. "School property" means all facilities and property, including land, whether owned, rented, or leased by the Board, and also includes all vehicles owned, leased, rented, contracted for, or controlled by the Board and used for transporting students, staff, or visitors.

- D. "Tobacco product" means any product containing, made, or derived from tobacco or that contains nicotine, whether synthetic or natural, that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including but not limited to: cigarettes, electronic smoking devices, cigars, little cigars, and other kinds and forms of tobacco.

### **General Statement of Policy**

- A. Students are prohibited from possessing, using, consuming, displaying, or selling any tobacco products, tobacco-related devices, electronic smoking devices, imitation tobacco products, or lighters at any time on school property or at any off-campus, school-sponsored event.
- B. Administrators, staff, or visitors are prohibited from using, consuming, displaying, activating, or selling any tobacco products, tobacco-related devices, imitation tobacco products, or lighters at any time on school property or at any off-campus, school-sponsored events. This includes products or paraphernalia displaying tobacco industry brands.
- C. It is a violation of this policy for administrators or staff to solicit or accept any contributions, gifts, money, curricula, or materials from the tobacco industry. This includes, but is not limited to, donations, monies for sponsorship, advertising, alleged educational materials, promotions, loans, scholarships, or support for equipment, uniforms, and sports and/or training facilities. It is also a violation of this policy to participate in any type of service funded by the tobacco industry while in the scope of employment for the Board.
- D. It is a violation of this policy for any person to promote tobacco products on the school property or at off-campus, school-sponsored events via the display of images of tobacco products on gear, technology accessories, bags, clothing, any personal articles, signs, structures, vehicles, flyers, or any other material.

### **Exceptions**

It is not a violation of this policy:

- A. for a staff member or approved visitor to include tobacco products, tobacco-related devices, imitation tobacco products, or lighters in an instructional or work-related activity in District school buildings, if the activity does not include smoking, chewing, or otherwise ingesting the product; or
- B. for a person to use or possess a product that has been approved by the U.S. Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and if the product is being marketed and sold solely for such an approved purpose.

### **Opportunities for Cessation Programs**

Administrators shall consult with the local public health department or other appropriate health and allied community-based organizations to provide students, staff, and administrators with information and access to support systems, programs, and services to encourage them to abstain from the use of tobacco products.

Administrators shall identify and offer evidence-based programs and services for staff members who use tobacco products to support them in complying with this policy.

### **Enforcement**

The success of this policy depends upon the thoughtfulness, consideration, and cooperation of the entire school community. All individuals on school premises, including students, staff, administrators, and visitors, are responsible for adhering to and enforcing this policy. Members of the school community are encouraged to communicate this policy with courtesy and diplomacy. Any person acting in violation of this policy will be informed or reminded of the policy and asked to comply.

### **Dissemination of Policy**

Notice of this policy will be provided through:

- A. appropriate "No Tobacco" signage posted in the District on school buildings, building entrances, vehicles, vehicular entrances to school grounds, and indoor and outdoor athletic facilities;
- B. written notice to students and parents/guardians in student handbooks;

C. written notice in staff handbooks, in orientations and employee or staff trainings, and when offering employment;

D. reminder announcements of this policy at school and District events, as appropriate.

#### **Program Evaluation**

This smoking and tobacco-free policy shall be assessed by the District or its designated evaluator at regular intervals, but at least once a year, to determine whether policies, policy enforcement, communication, education, staff training, and cessation programs are effective. Policies and programs shall be updated and revised accordingly.

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|---------|----------------------------|
| Book    | Policy Project Revised     |
| Section | 4000 Support Staff Cleaned |
| Title   | STAFF DRESS AND GROOMING   |
| Code    | po4216                     |
| Status  | From Neola                 |

#### **4216 - STAFF DRESS AND GROOMING**

The School Board believes that support staff members, like instructional staff members, set an example in dress and grooming for students to follow.

The Board authorizes the development of standards for staff dress and grooming that promote a professional educational atmosphere that gives consideration to the impact on the educational process and the diversity of the District's staff.

When assigned to District duty, all staff members shall:

- A. be physically clean, neat, and well groomed;
- B. dress in a manner consistent with their assigned responsibilities;
- C. dress in a manner that communicates to students a pride in personal appearance;
- D. dress in a manner that does not cause damage to District property;
- E. be groomed in such a way that does not disrupt the educational process or cause a health or safety hazard.



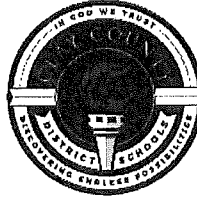
Book Policy Project Revised  
Section 4000 Support Staff Cleaned  
Title EVALUATION OF SUPPORT PERSONNEL  
Code po4220  
Status From Neola  
Legal F.S. 1012.22  
F.S. 1012.34

#### 4220 - EVALUATION OF SUPPORT PERSONNEL

The continuing evaluation of support staff members is necessary to enable the School Board to monitor the effectiveness and competence of support staff members and to assist them in the improvement of their professional performance.

The work of support staff shall be evaluated annually by the supervisor, utilizing the appropriate performance appraisal system. Each evaluation shall relate to, but not be limited to, the duties specified in the job description.

- A. The evaluation shall be completed and on file in accordance with the time schedule established by the Superintendent.
- B. Support staff members may be required to take recognized examinations as the Superintendent or designee deems necessary to evaluate their health, competence, and/or performance. Refusal to take required examinations shall be grounds for immediate dismissal. The Board shall pay the cost of the examination(s).



Book Policy Project Revised  
Section 4000 Support Staff Cleaned  
Title OUTSIDE ACTIVITIES OF SUPPORT STAFF  
Code po4231  
Status From Neola  
Legal F.S. 104.31  
F.S. 1006.32  
F.S. 1012.23

#### 4231 - OUTSIDE ACTIVITIES OF SUPPORT STAFF

Support staff members should avoid situations in which their personal interests, activities, and associations conflict with the interests of the District. If such situations threaten a staff member's effectiveness within the school system, the Superintendent and/or School Board shall evaluate the impact of such interest, activity, or association upon the support staff member's responsibilities.

Staff members may not dedicate work time to an outside interest, activity, or association. Staff members shall not use school time to solicit or accept customers for private enterprises.

Staff members may not engage in business transactions on behalf of private enterprises in which s/he profit by virtue of his/her official position or authority or benefit financially from confidential information that the staff member has obtained or may obtain by reason of his/her position or authority.

Pursuant to State law and Board Policy 4232, support staff members shall not participate in any political campaign for an elective office while on duty. Furthermore, support staff members shall not authorize the expenditure of public funds for a political advertisement or electioneering communication concerning an issue, referendum, or amendment, including any State question, that are subject to a vote of the electors, unless the electioneering communication is limited to factual information.

Pursuant to F.S. 106.011, "electioneering communication" shall mean any communication that is publicly distributed by a television station, radio station, cable television station, satellite system, newspaper, magazine, direct mail, or telephone. In order to qualify as an electioneering communication, the communication must also be characterized by the following:

- A. refers to or depicts a clearly identified candidate for office without expressly advocating the election or defeat of a candidate, but is susceptible to no reasonable interpretation other than an appeal or against a specific candidate;
- B. is made within thirty (30) days before a primary or special primary election or sixty (60) days before any other election for the office sought by the candidate; and
- C. is targeted to the relevant electorate in the geographic area the candidate would represent if elected.

The constitutional right to express political and other opinions as citizens is reserved to all employees.

Staff members should refrain from expressions that disrupt the efficient operation of the school and/or interfere with the maintenance of discipline by school officials.





Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title POLITICAL ACTIVITIES

Code po4232

Status From Neola

Legal F.S. 104.31  
F.S. 106.113  
F.S. 110.233  
F.A.C. 60L-36.002

#### 4232 - POLITICAL ACTIVITIES

Pursuant to State law, support staff members who are employed by the School Board shall not participate in any political campaign for an elective office while on duty.

Pursuant to State law and Board Policy 6480, support staff members may not expend public funds (that is, any funds under the jurisdiction or control of the District) for a political advertisement or any other communication sent to electors concerning an issue, referendum, or amendment, including State questions that are subject to a vote of the electors.

Pursuant to F.S. 106.011:

- A. "Political advertisement" means a paid expression in a "communications medium," whether radio, television, newspaper, magazine, periodical, campaign literature, direct mail, or display or by means other than the spoken word in direct conversation, which expressly advocates the election or defeat of a candidate or the approval or rejection of an issue. However, political advertisement does not include:
1. a statement by an organization, in existence before the time during which a candidate qualifies or an issue is placed on the ballot for that election, in support of or opposition to a candidate or issue, in that organization's newsletter, which newsletter is distributed only to the members of that organization;
  2. editorial endorsements by a newspaper, a radio or television station, or any other recognized news medium.
- B. "Communications medium" means broadcasting stations, newspapers, magazines, outdoor advertising facilities, printers, direct mail, advertising agencies, the Internet, and telephone companies; but with respect to telephones, an expenditure is deemed to be an expenditure for the use of communications media only if made for the costs of telephones, paid telephonists, or automatic telephone equipment to be used by a candidate or a political committee to communicate with potential voters but excluding the costs of telephones incurred by a volunteer for use of telephones by such volunteer; however, with respect to the Internet, an expenditure is deemed an expenditure for use of communications media only if made for the cost of creating or disseminating a message on a computer information system accessible by more than one person but excluding internal communications of a campaign or of any group.

Therefore, support staff members who engage in political activities or hold public office shall not use time, facilities, or personnel of the school system to engage in such activities. Specifically, the use of copy reproduction equipment or other machinery or supplies, the use of secretarial help, or any other school facilities or personnel is strictly prohibited. Telephone use for such political activities during duty hours shall be confined to an emergency only, and then only in such manner as

shall not conflict with the support staff member's school-related duties. Additionally, support staff members who engage in political activities or hold public office are expected to discourage constituents or other persons with whom they are associated with in their political capacities, from making telephone calls to them during duty hours.

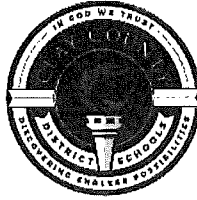
Support staff who declare themselves candidates for an elective office shall notify the Superintendent immediately upon qualifying for election. They shall submit to the Superintendent a written explanation of how they will conduct their campaign so that it will be in accord with the requirements of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

All candidates for public office may be granted personal leave without pay. The 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 official and public employees.

A 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.

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| Book    | Policy Project Revised                        |
| Section | 4000 Support Staff Cleaned                    |
| Title   | USE OF EMPLOYEE'S PERSONAL PROPERTY AT SCHOOL |
| Code    | po4281  |
| Status  | From Neola                                    |
| Legal   | F.S. 1012.23                                  |

#### **4281 - USE OF EMPLOYEE'S PERSONAL PROPERTY AT SCHOOL**

Employees may wish to bring personal property to school either for reasons associated with classified responsibilities or for use during off-duty time. This practice is permitted provided it is understood that the School Board is not responsible for any loss, damage, or misuse of said property.

Board employees are permitted to possess personal communication devices (e.g., cellular telephones) at work in accordance with Policy 7530.01.

Other individuals may wish to bring personal property onto District premises. The owner of the personal property bears all responsibility and assumes all risk for loss, damage or misuse of said personal property while it is on Board property. This provision applies, without limitation, to trespassers, invitees, visitors, and independent contractors.

The limitation of liabilities set forth in the previous paragraphs applies to all personal property, regardless of any benefit the Board receives from its use.

Employees in bargaining units shall refer to the collective bargaining agreement.

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Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title FREEDOM OF SPEECH IN NON-INSTRUCTIONAL SETTINGS

Code po4310

Status From Neola

Legal First Amendment, U.S. Constitution  
Fla. Constitution, Article I, Section 4  
F.S. 1003.4505

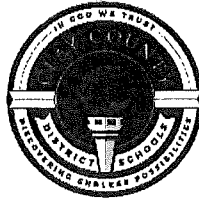
#### **4310 - FREEDOM OF SPEECH IN NON-INSTRUCTIONAL SETTINGS**

Support staff members, as citizens in a democratic society, have the right to speak out on issues of public concern. When those issues are related to the District, however, the support staff member's expression should be balanced against the interests of this District.

Further, Federal and State law prohibits the School Board from adopting any policy or rule, or from entering into any agreement, that infringes upon or waives the rights or freedoms afforded to support staff members by the United States Constitution.

The following procedures are adopted by the Board to help clarify and, therefore, avoid situations in which the support staff member's expression might conflict with the District's interests. In such situations, s/he should:

- A. state clearly that his/her expression represents personal views and not necessarily those of the School District;
- B. refrain from expressions that would disrupt harmony among co-workers;
- C. refrain from expressions that would interfere with the maintenance of discipline by school officials;
- D. not make threats or abusive or personally defamatory comments about co-workers, administrators, or officials of the District;
- E. refrain from making public expressions which s/he knows to be false or are made without regard for truth or accuracy.



Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title ANTI-HARASSMENT

Code po4362

Status From Neola

Legal F.S. 110.1221  
F.S. 250.481  
F.S. 760.01  
F.S. 760.10  
F.S. 784.049  
F.S. 1000.05  
F.S. 1006.07  
F.S. 1006.147  
20 U.S.C. 1400 et seq., The Individuals with Disabilities Improvement Act of 2004, as amended (commonly known as the Individuals with Disabilities Act)  
20 U.S.C. 1681 et seq.  
29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967  
29 U.S.C. 794, Rehabilitation Act of 1973  
29 C.F.R. Part 1635  
29 U.S.C. 6101, The Age Discrimination Act of 1975  
38 U.S.C. 4301 et seq., The Uniformed Services Employment and Reemployment Rights Act  
42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended  
42 U.S.C. 2000d et seq.  
42 U.S.C. 2000e et seq.  
42 U.S.C. 1983  
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

#### 4362 - ANTI-HARASSMENT

##### I. General Policy Statement

It is the policy of the School Board to maintain an educational and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to

unlawful conduct occurring on school property or at another location if such conduct occurs during an activity sponsored by the Board. Further, the Board prohibits the bullying of any employee as set forth in F.S. 1006.147.

The Superintendent will vigorously enforce its prohibition against discriminatory harassment on the basis of race (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law (collectively, "protected classes") (hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Superintendent will investigate all allegations of unlawful harassment and in those cases where unlawful harassment is substantiated, the Superintendent will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

Further, nothing in this policy shall be construed to abridge the rights of school employees that are protected by the First Amendment to the Constitution of the United States.

## II. Other Violations of the Anti-Harassment Policy

The Superintendent will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

- A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.
- B. Filing a malicious or knowingly false report or complaint of unlawful harassment.
- C. Disregarding, failing to investigate adequately, or delaying the investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

## III. Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

**Complainant** is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

**Respondent** is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged harassment.

**School District community** means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

**Third Parties** include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

**Day(s):** Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

### A. Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more employees and that bullying is based upon sex, race (including anti-Semitism), color, national origin, religion, or disability, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that creates an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation. This unlawful harassment

may include, but not be limited to, the following:

1. teasing;
2. social exclusion;
3. threats;
4. intimidation;
5. stalking;
6. cyberstalking;
7. cyberbullying;
8. physical violence;
9. theft;
10. sexual, religious, or racial harassment;
11. public or private humiliation; or
12. destruction of property.

B. "Harassment" means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal, or physical conduct directed against a school employee that:

1. places a school employee in reasonable fear of harm to his/her person or damage to his/her property;
2. has the effect of substantially interfering with an employee's educational performance, opportunities, or benefits; or
3. has the effect of substantially disrupting the orderly operation of a school.

C. "Bullying" and "harassment" also include:

1. Retaliation against a school employee by a student or school employee for asserting or alleging an act of bullying or harassment. Reporting an act of bullying or harassment that is not made in good faith is considered retaliation.
2. Perpetuation of conduct listed under the definitions of "bullying," "cyberbullying," or "harassment" by an individual or group with intent to demean, dehumanize, embarrass, or cause physical harm to a school employee by:
  - a. incitement or coercion;
  - b. accessing or knowingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the District school system; or,
  - c. acting in a manner that has an effect substantially similar to the effect of bullying or harassment.

D. Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.
2. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.
3. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 – *Nondiscrimination on the Basis of Sex in Education Programs or Activities* is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

1. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
2. Unwanted physical and/or sexual contact.
3. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
4. Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
5. Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature, placed in the work or educational environment, that may reasonably embarrass or offend individuals.
6. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
7. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.
8. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
9. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.
10. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.
11. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
12. Consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.
13. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.
14. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based and gender-based conduct must be sufficiently severe, pervasive, or persistent such that it adversely affects, limits, or denies an individual's employment, or such that it creates a hostile or abusive employment or educational



environment.

#### **E. Sexual Cyberharassment**

Pursuant to Florida law, "sexual cyberharassment" means to publish to an Internet website or disseminate through electronic means to another person a sexually explicit image of a person that contains or conveys the personal identification information of the depicted person without the depicted person's consent, contrary to the depicted person's reasonable expectation that the image would remain private, for no legitimate purpose, with the intent of causing substantial emotional distress to the depicted person. Evidence that the depicted person sent a sexually explicit image to another person does not, on its own, remove his/her reasonable expectation of privacy for that image. Sexual cyberharassment may be a form of sexual harassment.

#### **F. Race/Color Harassment (Including Anti-Semitism)**

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Prohibited anti-Semitism harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's Jewish heritage and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is based upon a certain perception of the Jewish people, which may be expressed as hatred toward Jewish people, rhetorical and physical manifestations of anti-Semitism directed toward a person, his/her property, or toward Jewish community institutions or religious facilities.

#### **G. Disability Harassment**

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

#### **H. Pregnancy Harassment**

Prohibited pregnancy harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's pregnancy and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's pregnancy and condition of pregnancy.

### **IV. Reports and Complaints of Harassing Conduct**

Members of the School District community and Third Parties, which includes all staff, are encouraged to promptly report incidents of unlawful harassing conduct to an administrator, supervisor or other School District official so that the Superintendent may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report shall file it with the District's Anti-Harassment Compliance Officer within two (2) days of receiving the report of harassment. Anonymous reports of an alleged act of bullying or harassment may be reported to an administrator, supervisor, or other School District official; however, formal disciplinary action may not be based solely on an anonymous report.

Members of the School District community and Third Parties who believe they have been unlawfully harassed by another member of the School District community or a Third Party are entitled to utilize the Board's complaint

process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs unless the Complainant makes the complaint maliciously or with the knowledge that it is false. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of reported act of bullying and/or harassment in accordance with Policy 5517.01 – *Bullying and Harassment*, the principal or his/her designee believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on sex, race (including anti-Semitism), color, national origin, religion, or disability, the principal or his/her designee will report the act of bullying and/or harassment to one of the Compliance Officers who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or while the matter is being addressed pursuant to Policy 2266, the Principal shall suspend Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 4362 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

#### A. Compliance Officers

The Board designates the following individuals to serve as the District's "Compliance Officers" (also known as "Civil Rights Coordinators"; hereinafter referred to as the "COs").

The COs shall also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators.

Assistant Superintendent of Human Resources  
904-336-6500  
900 Walnut Street  
Green Cove Springs, FL 32043

#### B. Publication Required

The names, titles, and contact information of these individuals will be published annually on the School District's website.

The names, titles, and/or contact information of the persons presently serving as Compliance Officers may change from time to time, and such changes shall be deemed technical corrections within the meaning of Bylaw 0131.1 and shall be made pursuant to that bylaw.

#### E. Duties and Responsibilities

A Compliance Officer will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the School District community, and Third Parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Anti-Harassment Compliance Officers within two (2) days. Thereafter, the Compliance Officer or designee must contact the Complainant, if over age eighteen (18) or the Complainant's parents/guardians if the Complainant is under the age eighteen (18), within two (2) days to advise of the Superintendent's intent to investigate the alleged misconduct, including the obligation of the compliance officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

Compliance Officers are assigned to accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District or to receive complaints which are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, the Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance

Officer will prepare, after consultation with the Superintendent, recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of unlawful harassment that are reported to them to a Compliance Officer within five (5) days of learning of the incident.

## **V. Investigation and Complaint Procedure**

Except for Sexual Harassment that is covered by Policy 2266 - *Nondiscrimination on the Basis of Sex in Education Program or Activities*, any employee or other member of the School District community or Third Party who believes that they have been subjected to unlawful harassment may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful harassment or retaliation, time lines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, and/or the Equal Employment Opportunity Commission.

### **A. Informal Complaint Procedure**

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint.

Employees, other members of the School District community, or Third Parties who believe that they have been unlawfully harassed or retaliated against may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officer is available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the allegedly inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator; (2) to the Superintendent or other District-level employee; and/or (3) directly to one of the Compliance Officers.

All informal complaints must be reported to the Compliance Officers who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide employees, other members of the School District community, or Third Parties who believe they are being unlawfully harassed by another individual with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be

limited to, one or more of the following:

1. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.
2. Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.
3. If both parties agree, the Compliance Officers may arrange and facilitate a meeting or mediation between the Complainant and Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officers or designee is directed to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

#### **B. Formal Complaint Procedure**

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process as described below shall be implemented.

This formal complaint process is not intended to interfere with the rights of an employee, other member of the School District community, or third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.

The Complainant may file a formal complaint, either orally or in writing with a teacher, principal, or other District official, the Compliance Officer, Superintendent, or other District official. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, time lines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, or other District official, the Compliance Officer, Superintendent, or other District official, either orally or in writing, about any complaint of harassment, that employee must report such information to the Compliance Officer within two (2) days.

Throughout the course of the process as described herein, the Compliance Officer should keep the parties informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter the Compliance Officer will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including but not limited to a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the Compliance Officer should consult the Complainant to assess his/her agreement to any action deemed appropriate. If the complainant is unwilling to consent to any change that is deemed appropriate by the Compliance Officer, the Compliance Officer may still take whatever actions deemed appropriate in consultation with the Superintendent and/or Board Attorney.

Within two (2) days of receiving a formal complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the complainant has been subjected to offensive conduct/harassment/retaliation. The Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the Respondent that a formal complaint has been received. The respondent will be informed about the nature of the allegations and a copy of any relevant policies and/or administrative procedures and the Board's anti-harassment policy shall be provided to the respondent at that time. The respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5) days.

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) days of receiving the formal complaint. The investigation will include:

1. interviews with the Complainant;
2. interviews with the Respondent;
3. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
4. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness which is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer/designee may consult with the Board Attorney. A written report shall then be prepared and delivered to the Superintendent which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in unlawful harassment/retaliation of the Complainant. The Compliance Officer's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer may consult with the Board Attorney before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a written decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the complainant and the respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

The Superintendent reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School District community or Third Party alleging the unlawful harassment pursues the complaint. The Superintendent also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Superintendent.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

## **VI. Privacy/Confidentiality**

The School District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative procedures shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the Compliance Officer or designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the Board's records retention policy. Any records which are considered student records in accordance with the *Family Educational Rights and Privacy Act* will be maintained in a manner consistent with the provisions of the Federal and State laws.

## **VII. Sanctions and Monitoring**

The Superintendent shall vigorously enforce the Board's prohibitions against unlawful harassment and bullying by taking appropriate action reasonably calculated to stop the harassment/retaliation/bullying and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. Disciplinary action up to and including the discharge of an employee may occur if an employee is found to have wrongfully and intentionally accused another of an act of bullying or harassment. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Superintendent may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Superintendent becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

## **VIII. Retaliation**

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

## **IX. Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct**

State law requires any teacher or school employee who knows or suspects that a child under the age of eighteen (18) is a victim of child abuse or neglect to immediately report that knowledge or suspicion to the Department of Children and Family Services. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the complainant, a report of such knowledge must be made in accordance with State law and Board policy.

If the Compliance Officer or a designee has reason to believe that the complainant has been the victim of criminal conduct as defined under Florida law, such knowledge should be reported to local law enforcement.

Any reports made to the local child protection service or to local law enforcement shall not terminate the Compliance Officer's or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officers or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

## **X. Mandatory Reporting of Misconduct by Certificated Employees**

The Superintendent is required by State law and Board Policy 8141 to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance with Board policy and State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy 8141.

## **XI. Education and Training**

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding this policy and harassment in general, will be age and content appropriate.

## **XII. Retention of Investigatory Records and Materials**

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

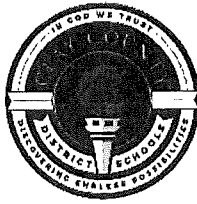
- A. all written reports/allegations/complaints/statements;
- B. narratives of all verbal reports/allegations/complaints/statements;
- C. a narrative of all actions taken by District personnel;
- D. any written documentation of actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities;
- E. written witness statements;
- F. narratives of, notes from, or audio, video, or digital recordings of witness statements;
- G. all documentary evidence;
- H. e-mails, texts, or social media posts pertaining to the investigation;
- I. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;
- J. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;
- K. dated written determinations to the parties;
- L. dated written descriptions of verbal notifications to the parties;
- M. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- N. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
- O. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);
- P. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment; and

Q. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.





Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title THREATENING BEHAVIOR TOWARD STAFF MEMBERS

Code po4380

Status From Neola

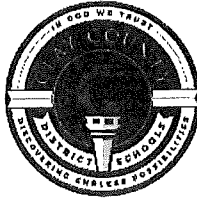
Legal F.S. 1006.145  
20 U.S.C. 1681 et seq.  
29 U.S.C. 621 et seq.  
29 U.S.C. 749 et seq.  
42 U.S.C. 12101 et seq.  
42 U.S.C. 2000e et seq.  
Civil Rights Act 41 U.S.C. 1983

#### 4380 - THREATENING BEHAVIOR TOWARD STAFF MEMBERS

The School Board believes that a staff member should be able to work in an environment free of threatening speech or actions.

Threatening behavior consisting of any words or deeds that intimidate a staff member or cause anxiety concerning physical well-being is strictly forbidden. Any student, parent, visitor, staff member, volunteer, or agent of the Board who is found to have threatened a member of the staff will be subject to discipline or reported to the authorities.

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Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title COMPENSATION

Code po4410

Status From Neola

Legal F.S. 1011.60  
F.S. 1012.22  
F.A.C. 6A-1.052, Salary Schedules to be Adopted for All Personnel  
F.A.C. 6A-1.064, Forms for Contracts for Instructional and Professional Administrative Personnel, and Other Personnel

#### 4410 - **COMPENSATION**

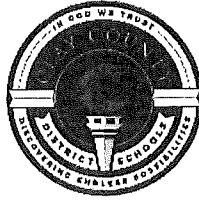
Rates of pay for support staff employees shall be determined by the School Board on the recommendation of the Superintendent and shall be outlined in the annual compensation schedule adopted by the Board.

##### **Credit for Previous Experience**

The compensation established for educational support staff will include a credit for previous experience earned in a position with similar responsibilities, as follows:

- A. The minimum time that will be recognized as a year of service is full-time actual service rendered for more than one-half (1/2) of the number of days or more than one-half (1/2) of the number of hours for the normal period of service for the position held. In determining such service, sick leave and paid holidays shall be counted, but all other types of leave and holidays will be excluded.
- B. Credit for service in another state or as otherwise allowed under the adopted salary schedule shall be determined by using the minimum service required in this District for a comparable position.
- C. An employee who claims credit for previous experience must submit the Experience Verification Form to previous employers. In order to receive credit for years of service, the District's Human Resources Department must receive the Experience Verification Form within ninety (90) days of employment.

Individuals who are employed in support staff positions that are included in a bargaining unit should also refer to provisions regarding compensation in the current collective bargaining agreement for that bargaining unit.



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| Book    | Policy Project Revised                     |
| Section | 4000 Support Staff Cleaned                 |
| Title   | GROUP HEALTH PLANS                         |
| Code    | po4419                                     |
| Status  | From Neola                                 |
| Legal   | <u>F.S. 112.08</u><br><u>F.S. 112.0801</u> |

#### 4419 - GROUP HEALTH PLANS

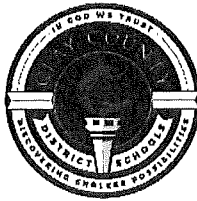
The School Board shall have the discretion to establish and maintain group health plans for the benefit of eligible employees. Group health plans, as the term is used in this policy, may include, but would not be limited to, major medical, prescription drug, dental, and/or vision plans. These group health plans may provide certain health benefit plans to support staff members and eligible dependents as permitted by law.

The Board has elected to offer major medical coverage that provides minimum value coverage under the Affordable Care Act for some or all of its eligible employees. The terms and conditions of the major medical coverage are set forth in the appropriate plan documents.

Retired employees and their eligible dependents who participated in a District group insurance plan shall be given the option of continuing their participation in the group insurance plan. Retirees and their eligible dependents shall be offered the same health and hospitalization insurance coverage as is offered to active employees. The cost of continued participation shall be paid entirely by the retired employee.

For purposes of this policy "retiree" shall be defined as set forth in F.S. 112.0801.

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Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title PRIVACY PROTECTIONS OF SELF-FUNDED GROUP HEALTH PLANS

Code po4419.01

Status From Neola

Legal F.S. 1002.22  
20 U.S.C. 1232g  
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act  
29 C.F.R. Part 1635  
42 U.S.C. 1320d-5(a)(1)  
45 C.F.R. 160.102(a)  
45 C.F.R. 164.308  
45 U.S.C. 164.308(a)(2)  
45 C.F.R. 164.530  
45 U.S.C. 164.530(a)  
45 U.S.C. 164.530(i)

#### 4419.01 - **PRIVACY PROTECTIONS OF SELF-FUNDED GROUP HEALTH PLANS**

The School Board provides coverage to eligible employees under self-funded group health plans. The Board has established the following self-funded group health plans:

A. Medical Plan

B. Prescription Drug Plan

The Board acknowledges that these group health plans are required to comply with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule and its implementing Federal regulations. Certain health information maintained by these group health plans is afforded significant protection by this Federal law.

The Board hereby appoints the Superintendent to serve as the privacy official of the group health plans. The privacy official shall develop, propose to the Board, and implement after adoption policies and procedures for the group health plan(s) relating to the use and disclosure of protected health information. The privacy official shall verify that the policies and procedures are current and comply with Federal law.

The Board also acknowledges that the HIPAA Security Rule and its implementing regulations require group health plans to implement various security measures with respect to electronically protected health information. The Board hereby appoints the Superintendent to serve as the security official of the group health plans.

The security official is responsible for monitoring Federal law pertaining to HIPAA and recommending any revisions to the policies and procedures that are needed to comply with Federal law. The security official is responsible for conducting a risk analysis and developing, proposing to the Board, and implementing policies and procedures adopted by the Board for the group health plan(s) relating to the security of electronically protected health information, if applicable. The security official is responsible for monitoring Federal law pertaining to HIPAA and recommending any revisions needed to comply with Federal law.

The Board further delegates authority to the privacy official and/or the security official to undertake such other actions as provided by the HIPAA administrative procedures in effect from time to time. The privacy official and/or security official shall report his/her progress to the Board.

The Department of Health and Human Services (HHS) has the authority to impose civil monetary penalties upon covered entities. HHS has not historically imposed these penalties directly upon individuals.

Notwithstanding the foregoing, the Board agrees to indemnify and hold harmless the privacy official and the security official in connection with the performance of their delegated duties for the group health plans, except to the extent that any liability imposed is the result of intentional misconduct or gross negligence, as defined by law.

The group health plans administrator(s) shall provide timely notifications of breaches of unsecured protected health information in accordance with the Health Information Technology for Economic and Clinical Health (HITECH) Act and accompanying regulations.

The Board reserves the right to revoke any and all appointments set forth in this policy at any time for any reason.

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Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title PRIVACY PROTECTIONS OF FULLY INSURED GROUP HEALTH PLANS

Code po4419.02

Status From Neola

Legal F.S. 1002.02  
20 U.S.C. 1232g  
42 U.S.C. 1320d-2  
Health Insurance Portability and Accountability Act (HIPAA)  
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act  
29 C.F.R. Part 1635  
45 C.F.R. 160.102(a)  
45 C.F.R. 164.302  
45 C.F.R. 164.308(a)(2)  
45 C.F.R. 164.404  
45 C.F.R. 164.406  
45 C.F.R. 164.408  
45 C.F.R. 164.502  
45 C.F.R. 164.502(a)  
45 C.F.R. 164.530(g)  
45 C.F.R. 164.530(h)  
45 C.F.R. 164.530(j)  
45 C.F.R. 164.530(k)

#### 4419.02 - **PRIVACY PROTECTIONS OF FULLY INSURED GROUP HEALTH PLANS**

The School Board provides coverage to eligible employees under fully insured group health plans. The Board has established the following fully insured group health plans:

- A. Dental Plan
- B. Vision Plan
- C. Employee Assistance Plan
- D. 125/Cafeteria Plan

The Board acknowledges that these group health plans are required to comply with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule and its implementing Federal regulations. Fully insured group health plans generally are exempt from many of the requirements imposed upon self-funded group health plans.

The Board also acknowledges that these fully insured group health plans are required to comply with the HIPAA Security Rule and its implementing Federal regulations. The group health plans, working together with the insurer, will ensure the confidentiality, integrity, and availability of the group health plans' electronically protected health information in accordance with the HIPAA Security Rule.

The Board hereby appoints the Superintendent to serve as the security official of the group health plans.

All of the group health plans' functions are carried out by the insurer and the insurer owns and/or controls all of the equipment and media used to create, maintain, receive, and transmit electronic protected health information relating to the group health plans. Accordingly, the insurer is in the best position to implement the technical, physical, and administrative safeguards required by the HIPAA Security Rule.

The security official does not have the ability to assess or adjust the insurer's policies related to the HIPAA Security Rule. Accordingly, unless otherwise determined by the security official, the group health plans shall utilize as administrative procedures the insurer's own policies addressing security measures for the group health plans' electronic protected health information.

The Department of Health and Human Services (HHS) has the authority to impose civil monetary penalties upon covered entities. HHS has not historically imposed these penalties directly upon individuals. Notwithstanding the foregoing, the Board agrees to indemnify and hold harmless the privacy official and security official in connection with the performance of their delegated duties for the group health plans, except to the extent that any liability is imposed as the result of intentional misconduct or gross negligence by the privacy official or security official as defined by law.

The fully insured group health plans established by the Board shall:

- A. refrain from taking any retaliatory action against any individual for exercising any right under the plan, filing a complaint with Health and Human Services, participating in any proceeding under Part C of Title XI of the Social Security Act, or opposing any act or practice made unlawful by the Privacy Rule provided that the individual has a good faith belief that the practice opposed is unlawful;
- B. not impose a requirement that participants waive their rights under the Privacy Rule as a condition of the provision of payment, enrollment in a health plan, or eligibility of benefits;
- C. if the plan document is amended in accordance with the Privacy Rule, the plan must retain a copy of the plan as amended for six (6) years from the date of its amendment or the date when it last was in effect, whichever is later;
- D. provide notification to affected individuals, the Secretary of the U.S. Department of Health and Human Services, and the media (when required), if the plan or one of its business associates discovers a breach of unsecured protected health information, in accordance with the requirements of HIPAA and its implementing regulations.

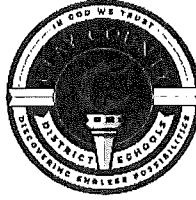
Fully insured group health plans established by the Board shall not create or receive protected health information, except for:

- A. summary health information;

Summary health information is de-identified information that summarized claims history, claims expenses, or type of claims experienced by health plan participants.

- B. information on whether an individual is participating in a group health plan, or is enrolled in or has disenrolled from a health insurance issuer or HMO offered by the plan;

- C. information disclosed to the plan under a signed authorization that meets the requirements of the Privacy Rule.



Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title PATIENT PROTECTION AND AFFORDABLE CARE ACT

Code po4419.03

Status From Neola

Legal 29 U.S.C. 218B  
26 U.S.C. 4980H

**4419.03 - PATIENT PROTECTION AND AFFORDABLE CARE ACT**

The School Board acknowledges that the patient protection and Affordable Care Act ("ACA") imposes certain obligations upon the Board. Such obligations may include the following:

- A. The Board shall notify new employees of health insurance options available through the Health Insurance Marketplace within fourteen (14) days of an employee's employment start date. Sample form notices are available from the U.S. Department of Labor at:  
  
<http://www.dol.gov/ebsa/healthreform/regulations/coverageoptionsnotice.html>
- B. Employees of the Board have the option to enroll in the Health Insurance Marketplace. If a full-time employee (as defined by the ACA) of the Board enrolls in the Health Insurance Marketplace and receives a subsidy, then the Board may be liable for a penalty.

In event that the Board concludes that it is fiscally-wise to incur the potential penalty in lieu of providing affordable, minimum value coverage to all full-time employees, the Board shall incur the potential penalty.



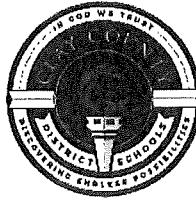


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| Book    | Policy Project Revised   |
| Section | 4000 Support Staff Cleaned   |
| Title   | BENEFITS   |
| Code    | po4420   |
| Status  | From Neola   |
| Legal   | <u>F.S. 112.08</u><br><u>F.S. 112.1915</u><br><u>F.S. Chapter 121</u><br><u>F.S. 440.491</u><br><u>F.S. 1012.26</u><br><u>F.S. 1012.33</u><br><u>F.S. 1012.61</u><br><u>F.S. 1012.65</u><br><u>F.S. 1012.798</u> |

#### 4420 - **BENEFITS**

All support staff will receive the same benefits as those provided for in the applicable collective bargaining agreement.

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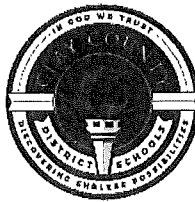


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| Book    | Policy Project Revised            |
| Section | 4000 Support Staff Cleaned        |
| Title   | BENEFITS FOR NONREPRESENTED STAFF |
| Code    | po4422                            |
| Status  | From Neola                        |

**4422 - BENEFITS FOR NONREPRESENTED STAFF**

Salaries and fringe benefits for all support staff who are not covered by the terms of a currently valid negotiated, collectively-bargained agreement shall be not less than those provided in the contract with Clay Educational Staff Professional Association.

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| Book    | Policy Project Revised     |
| Section | 4000 Support Staff Cleaned |
| Title   | NURSING MOTHERS            |
| Code    | po4425                     |
| Status  | From Neola                 |
| Legal   | <u>29 U.S.C. 207</u>       |

#### **4425 - NURSING MOTHERS**

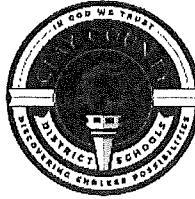
The School Board shall support the decision of support staff members to breastfeed their infants by providing additional unpaid break time, as necessary, for lactating employees to express breast milk for their infants on District premises.

Prior to returning to work from maternity leave, it shall be the employee's responsibility to notify her supervisor of her intent to continue breastfeeding her infant(s), and of her need to express milk during work hours. Further, it shall be the responsibility of the employee to keep her supervisor informed of her needs in this regard throughout the period of lactation.

The building administrator shall designate a private area, other than a restroom, where an employee can express breast milk. The designated area shall be a space where intrusion from coworkers, students, and the public can be prevented, and one where an employee who is using this area can be shielded from view.

An employee can express milk during regularly scheduled break periods. The Principal or employee's supervisor shall make an accommodation if the time of regular breaks needs to be adjusted or if additional and/or longer breaks are needed. In the event that more breaks are needed or the break(s) need to be longer than legally required, the additional time required shall be unpaid, and the employee's work schedule or work day shall, therefore, be modified accordingly. The Principal, or the employee's supervisor, shall work with the employee to make these necessary modifications.

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Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title LEAVES OF ABSENCE

Code po4430

Status From Neola

Legal F.S. 1012.22  
F.S. 1012.61  
F.S. 1012.63  
F.S. 1012.64  
F.S. 1012.66  
F.S. 1012.67  
F.A.C. 6A-1.080, Maximum Extent of Leave

#### **4430 - LEAVES OF ABSENCE**

A leave of absence is permission granted or allowed by the School Board under its adopted policies for an employee to be absent from duty for a specified period of time with the right to return to employment upon the expiration of the leave.

Support staff members shall not be absent from their assigned duties except as authorized by the Superintendent. A support staff member who is willfully absent from duty without leave shall forfeit compensation for the time of such absence. Contracts or appointments shall be subject to cancellation by the Board and the support staff member shall be subject to immediate dismissal.

All leave shall expire no later than June 30th of each school year, except as otherwise permitted by law or Board policy. If leave is requested to extend beyond June 30th, the support staff member shall re-apply for leave to begin July 1st of the following school year.

Leave shall be used for the purposes set forth in the leave application. A support staff member who uses leave for purposes other than that set forth in the leave application may be subject to discipline, up to and including termination.

Leave may be with or without pay as provided by law, regulations of the State Board, and this policy. For any absence that is without pay, the deduction in compensation for each day of absence shall be determined by dividing the annual salary by the number of days/hours for the employment period.

A. Paid leaves of absence may include: vacation, sick leave, personal charged to sick, jury/witness duty, illness- or injury-in-line-of-duty, and military.

B. Unpaid leaves of absence may include: personal leave not paid, illness leave not paid, family and medical leave, maternity/paternity leave, and

#### **Approval of Leaves**

All requests for leave shall be submitted on the proper form to the support staff member's supervisor. Except in cases of emergency, a request for leave should be filed at least ten (10) days before the date on which the proposed leave is to become effective.

Long-term leave without pay may be granted for a period up to one school year.

The approval or denial of requests for leave shall be based on the requirements of efficient operation of the District school system, as well as on consideration of what is fair to the employee.

Except in the case of sick leave or emergency, leave requests shall be approved or denied before the effective date of the leave.

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Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title FMLA LEAVE

Code po4430.01

Status From Neola

Legal F.S. 110.221  
F.S. 1012.61  
29 U.S.C. 2601 et seq. (as amended)  
29 C.F.R. Part 825  
45 C.F.R. Part 160  
45 C.F.R. Part 164  
National Defense Authorization Act of 2010

#### 4430.01 - FMLA LEAVE

##### **Qualifying Reasons for FMLA and Military Family Leave**

In accordance with the Family and Medical Leave Act of 1993, as amended, ("FMLA"), eligible staff members may take up to twelve (12) work weeks of job-protected, unpaid leave, or substitute appropriate paid leave if the staff member has earned or accrued it, for the following reasons:

- A. the birth and/or care of a newborn child of the staff member, within one (1) year of the child's birth;
- B. the placement with the staff member of a child for adoption or foster care, within one (1) year of the child's arrival;
- C. the staff member is needed to provide physical and/or psychological care for a spouse, child, or parent with a serious health condition;
- D. the staff member's own serious health condition makes him/her unable to perform the functions of his/her position;  
or
- E. any qualifying exigency (as defined in applicable Federal regulations) arising out of the fact that the staff member's spouse, son, daughter, or parent is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces ("Qualifying Exigency Leave"). Covered active duty means duty during deployment with the Armed Forces to a foreign country.

In addition, an eligible staff member who is a spouse, son, daughter, parent, or next of kin of a covered service member may take up to a total of twenty-six (26) work weeks of job-protected, unpaid leave, or substitute appropriate paid leave if the staff member has earned or accrued it, during a "single twelve (12) month period" to provide physical and/or psychological care for the covered service member ("Military Caregiver"). A covered service member is defined as (1) a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time

during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy. Serious injury or illness for purposes of Military Caregiver Leave is defined as an injury or illness incurred by a covered service member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the covered service member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the service member medically unfit to perform the duties of his/her office, grade, rank, or rating. In the case of a veteran, the injury or illness could have manifested itself before or after the member became a veteran. The "single twelve (12) month period" for leave to care for a covered service member with a serious injury or illness begins the first day the staff member takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established below for general FMLA leave. During the "single twelve (12) month period", an eligible staff member is limited to a combined total of twenty-six (26) work weeks of unpaid leave for any FMLA-qualifying reason. (Only twelve (12) of the twenty-six (26) work weeks total may be for a FMLA-qualifying reason other than to care for a covered service member.)

### **Eligible Employees**

Staff members are "eligible" if they have worked for the School Board for at least twelve (12) months, and for at least 1,250 hours over the twelve (12) months prior to the leave request. Months and hours that members of the National Guard or Reserve would have worked if they had not been called up for military service counts towards the staff member's eligibility for FMLA leave. While the twelve (12) months of employment need not be consecutive, employment periods prior to a break in service of seven (7) years or more will not be counted unless the break is occasioned by the staff member's fulfillment of his/her National Guard or Reserve military obligation, or a written agreement exists concerning the Board's intention to rehire the staff member after the break in service.

### **Twelve (12) Month Period**

Twelve (12) month period is defined as a rolling twelve (12) month period measured backward from the date the staff member uses FMLA leave (i.e. the "leave year" is specific to each individual staff member).

### **Serious Health Condition**

Serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a healthcare provider. As utilized in this policy, the term "incapacity" means an inability to work, attend school, or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom. The term "treatment" includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. (Treatment does not include routine physical examinations, eye examinations, or dental examinations.)

- A. Inpatient care means an overnight stay in a hospital, hospice, or residential medical-care facility, including any period of incapacity or subsequent treatment in connection with such inpatient care.
- B. Continuing treatment by a healthcare provider, includes any one or more of the following: 1.) "Incapacity and treatment"; 2.) any incapacity experienced by an expectant mother related to pregnancy, or for prenatal care; 3.) any incapacity or treatment for such incapacity due to a chronic serious health condition; 4.) a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, terminal stages of a disease); or 5.) any period of absence to receive multiple treatments (including any period of recovery therefrom) by a healthcare provider or by a provider of healthcare services under orders of, or on referral by, a healthcare provider for a.) restorative surgery after an accident, or b.) other injury or a condition that would likely result in a period of incapacity of more than three (3) consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).
  - 1. "Incapacity and treatment" involves a period of incapacity of more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves a.) treatment two (2) or more times, within thirty (30) days of the first day of incapacity, unless extenuating circumstances exist, by a healthcare provider, by a nurse under direct supervision of a healthcare provider, or by a provider of healthcare services (e.g., physical therapist) under orders of, or on referral by, a healthcare provider; or b.) treatment by a healthcare provider on at least one (1) occasion that results in a regimen of continuing treatment under the supervision of a healthcare provider.
    - a. Treatment by a healthcare provider as referenced above involves an in-person visit to a healthcare provider. The first (or only) in-person treatment visit must take place within seven (7) days of the first day of incapacity. The healthcare provider is responsible for determining whether additional treatment visits or a regimen of continuing treatment is necessary within the thirty (30) day period.

b. Regimen of continuing treatment includes a course of prescription medication (e.g. antibiotics), or therapy requiring special equipment to resolve or alleviate the health condition (e.g. oxygen).

c. A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a healthcare provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

2. An expectant mother is entitled to FMLA leave for incapacity due to pregnancy even if she does not receive treatment from a healthcare provider during the absence, and even if the absence does not last for more than three (3) consecutive, full calendar days.

3. A chronic serious health condition is one that: a.) requires periodic visits (i.e., at least twice a year) for treatment by a healthcare provider, or by a nurse under direct supervision of a healthcare provider; b.) continues over an extended period of time (including recurring episodes of a single underlying condition); and c.) may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). A visit to a healthcare provider is not necessary for each absence, and each absence need not last more than three (3) consecutive, full calendar days.

4. With regard to permanent or long-term conditions, the employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a healthcare provider.

C. Conditions for which cosmetic treatment are administered (e.g., most treatments for acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomachs, minor ulcers, headaches other than migraines, routine dental or orthodontia problems, periodontal disease, etc., are conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave.

#### **Intermittent and Reduced Schedule Leave**

The Superintendent may allow a staff member to take FMLA leave intermittently (i.e., leave in separate blocks of time for a single qualifying reason) or on a reduced leave schedule (i.e., reducing the employee's usual weekly or daily work schedule) for reason (A) or (B) on page one. A staff member is entitled to take FMLA leave on an intermittent or reduced schedule leave when medically necessary as indicated in reasons (C) and (D) on page one. A staff member may also take FMLA leave on an intermittent or reduced-leave schedule for Qualifying Exigency Leave (i.e., reason (E) on page one). Finally, Military Caregiver Leave may be taken on an intermittent or reduced schedule leave when medically necessary. Regardless, the taking of FMLA leave intermittently or on a reduced schedule leave results in the total reduction of the twelve (12) or twenty-six (26) weeks only by the amount of leave actually taken. If the intermittent or reduced schedule leave is foreseeable based on planned medical treatment for the employee, a family member, or a covered service member, the Superintendent may require the staff member to transfer temporarily, during the period the intermittent or reduced schedule leave is required, to an available alternative position for which the staff member is qualified and which better accommodates recurring periods of leave than the staff member's regular position. The alternative position shall have equivalent pay and benefits but not necessarily equivalent duties. The Superintendent may also transfer the staff member to a part-time job with the same hourly rate of pay and benefits, provided the staff member is not required to take more leave than is medically necessary. Support staff members who request intermittent leave or a reduced schedule leave because of reasons (C) or (D) on page one or pursuant to Military Caregiver Leave and the leave would exceed twenty percent (20%) of the total number of working days over the period of anticipated leave must elect either to:

A. take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or

B. transfer temporarily to an available alternative position offered by the Superintendent for which the support staff member is qualified, and that has equivalent pay and benefits and that better accommodates the recurring periods of leave than the staff member's regular position.

When leave is needed for planned medical treatment, the staff member must make a reasonable effort to schedule the treatment so as not to unduly disrupt the District's operations, subject to the approval of the healthcare provider.

If the Superintendent agrees to permit FMLA leave intermittently or on a reduced schedule leave for reason (A) or (B) on page one, the Board may also require the staff member to transfer temporarily, during the period the intermittent or reduced schedule leave is required, to an available alternative position for which the staff member is qualified and which better accommodates recurring periods of leave than does the staff member's regular position.

**Staff Member Notice Requirements** (Forms available at the U.S. Department of Labor Website: [www.dol.gov](http://www.dol.gov))



Staff members seeking to use FMLA leave (including Military Caregiver Leave) are required to provide thirty (30) days advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable. If leave is foreseeable less than thirty (30) days in advance, the staff member must provide notice as soon as practicable - generally, either the same or next business day. When the need for leave is not foreseeable, the staff member must provide notice as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, staff members must comply with the Board's usual and customary notice and procedural requirements for requesting leave. Failure to provide timely notice may result in the leave being delayed or denied, and/or possible disciplinary action.

Staff members must provide "sufficient information" for the Superintendent to determine whether the FMLA may apply to the leave request. Depending on the situation, such information may include that the employee is incapacitated due to pregnancy, has been hospitalized overnight, is unable to perform the functions of the job, that the staff member or his/her qualifying family member is under the continuing care of a healthcare provider, that the requested leave is for a particular qualifying exigency related to a qualifying family member's covered active duty or call to covered active duty status, or that the leave due to a qualifying family member who is a covered service member with a serious injury or illness. The information may also include the anticipated timing and duration of the leave.

When a staff member seeks leave for a FMLA-qualifying reason for the first time, the staff member need not expressly assert FMLA rights or even mention the FMLA. When an employee seeks leave, however, due to a FMLA-qualifying reason for which the District has previously provided the staff member FMLA-protected leave, the staff member must specifically reference either the qualifying reason for leave or the need for FMLA leave.

### **Substitution of Paid Leave**

The staff member may request to "substitute" (i.e., run concurrently) any of his/her earned or accrued paid leave for unpaid FMLA leave. An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the District's normal leave policy. A staff member electing to use any type of paid leave concurrently with FMLA leave must follow the same terms and conditions of the Board's policy that apply to other employees for use of such leave. The staff member is always entitled to unpaid FMLA leave if s/he does not meet the Board's conditions for taking paid leave. On occasion, the Board may waive any procedural requirements for the taking of any type of paid leave.

If the staff member has not earned or accrued adequate paid leave to encompass the entire twelve (12) work week period of FMLA leave or twenty-six (26) work week period of Military Caregiver Leave, the additional weeks of leave to obtain the twelve (12) work weeks of FMLA leave or twenty-six (26) work weeks of Military Caregiver Leave the staff member is entitled to shall be unpaid. Whenever a staff member uses paid leave in substitution for unpaid FMLA leave/Military Caregiver Leave, such leave counts toward the twelve (12) work week/twenty-six (26) work week maximum leave allowance provided by this policy and Federal law.

### **District Notice Requirements** (Forms available at the U.S. Department of Labor Website: [www.dol.gov](http://www.dol.gov))

The Superintendent is directed to post the Department of Labor approved Notice explaining employees' rights and responsibilities under the FMLA. The notice must be posted prominently where it can be readily seen by employees and applicants and shall either be distributed to each new employee upon hiring or be included in employee handbooks or other written guidance concerning benefits or leave rights. Electronic posting is sufficient to meet these requirements.

When a staff member requests FMLA leave or the District acquires knowledge that leave may be for a FMLA purpose, the Superintendent shall notify the staff member of his/her eligibility to take leave, and inform the staff member of his/her rights and responsibilities under the FMLA (including the consequences of failing to meet those obligations). Along with the Notice of Rights and Responsibilities, the Superintendent will attach any medical certification that may be required, and a copy of the employee's essential job functions. If the Superintendent determines the staff member is not eligible for FMLA leave, the Superintendent must state at least one (1) reason why the staff member is not eligible. Such notice may be given orally or in writing and should be given within five (5) business days of the request for FMLA leave, absent extenuating circumstances. When oral notice is given, it must be followed by written notice within five (5) business days. Staff member eligibility is determined (and notice provided) at the commencement of the first instance of leave for each FMLA-qualifying reason in the applicable twelve (12) month period. All FMLA absences for the same qualifying reason are considered a single leave and staff member eligibility as to that reason for leave does not change during the applicable twelve (12) month period. If at the time a staff member provides notice of a subsequent need for FMLA leave during the applicable twelve (12) month period due to a different FMLA-qualifying reason and the staff member's eligibility status has not changed, no additional eligibility notice is required. If, however, the staff member's eligibility status has changed, the Superintendent must notify the staff member of the change in eligibility status within five (5) business days, absent extenuating circumstances.

If the specific information provided by the Notice of Rights and Responsibilities changes, the Superintendent shall, within five (5) business days of receipt of the staff member's first notice of need for leave subsequent to any changes, provide written notice referencing the prior notice and setting forth any of the information in the Notice of Rights and

Responsibilities that has changed.

When the Superintendent has sufficient information to determine that leave is being taken for a FMLA-qualifying reason (e.g. after receiving certification), the Superintendent shall notify the staff member whether the leave will be designated and counted as FMLA leave. Leave that qualifies as both Military Caregiver Leave and leave to care for a qualifying family member with a serious health condition (i.e. reason (C)) must be considered as Military Caregiver Leave in the first instance. This designation must be in writing and must be given within five (5) business days of the determination, absent extenuating circumstances. Additionally, when appropriate, the Superintendent shall notify the staff member of the number of hours, days and weeks that will be counted against the employee's FMLA entitlement, and whether the employee will be required to provide a fitness-for-duty certification to return to work.

Only one Designation Notice is required for each FMLA-qualifying reason per applicable twelve (12) month period, regardless of whether the leave taken due to the qualifying reason will be a continuous block of leave or as intermittent or on a reduced schedule leave. If the Superintendent determines the leave will not be designated as FMLA-qualifying (e.g. if the leave is not for a reason covered by the FMLA or the staff member's FMLA leave entitlement has been exhausted), the Superintendent shall notify the staff member of that determination. If the staff member is required to substitute paid leave for unpaid FMLA leave, or if paid leave taken under an existing leave plan is being counted as FMLA leave, the "Designation Notice" shall include this information. Additionally, the "Designation Notice" shall notify the staff member if s/he is required to present a fitness-for-duty certification to be restored to employment. Further, if the fitness-for-duty certification is required to address the staff member's ability to perform the essential functions of his/her job, that will be indicated on the Designation Notice, and a list of the essential functions of the staff member's position will be included.

If the information provided to the staff member in the Designation Notice changes, the Superintendent shall provide, within five (5) business days of receipt of the staff member's first notice of need for leave subsequent to any change, written notice of the change.

In the case of intermittent or reduced-leave schedule leave, only one such notice is required unless the circumstances regarding the leave have changed.

#### **Limits on FMLA When Both Spouses are Employed by the Board**

When eligible spouses are both employed by the Board, they are limited to a combined total of twelve (12) workweeks of FMLA leave during any twelve (12) month period if the leave is taken for reason (A) or (B) on page one, or to care for the staff member's parent who has a serious health condition.

Where the spouses both use a portion of the total twelve (12) week FMLA leave entitlement for reason (A) or (B) on page, or to care for a parent, the spouses are each entitled to the difference between the amount s/he has taken individually and the twelve (12) weeks of FMLA leave for other purposes.

When eligible spouses are both employed by the Board, they are limited to a combined total of twenty-six (26) workweeks of Military Caregiver Leave during the "single twelve (12) month period" if the leave is taken for reason (A) or (B) on page one, or to care for the staff member's parent who has a serious health condition, or to care for a covered service member with a serious injury or illness.

#### **Certification**

When FMLA leave is taken for either reason (C) or (D) on page one, the staff member must provide medical certification from the healthcare provider of the eligible staff member or his/her immediate family member. The staff member may either:

- A. submit the completed medical certification to the Superintendent; or
- B. direct the healthcare provider to transfer the completed medical certification directly to the Superintendent, which will generally require the staff member to furnish the healthcare provider with a HIPAA-compliant authorization.

If the staff member fails to provide appropriate medical certification, any leave taken by the employee shall not constitute FMLA leave.

When the need for FMLA leave is foreseeable and at least thirty (30) days notice has been provided, the staff member must provide the medical certification before the leave begins. When this is not possible, the employee must provide the requested certification to the Superintendent within fifteen (15) calendar days after the staff member requests FMLA leave unless it is not practicable under the circumstances to do so despite the staff member's diligent and good faith efforts.

The Board reserves the right to require second or third opinions (at the Board's expense), and periodic recertification of a serious health condition. If a third opinion is sought, that opinion shall be binding and final. The staff member may either:

- A. submit the opinion of the second healthcare provider, and the opinion of the third healthcare provider if applicable, to the Superintendent; or
- B. direct the second or third healthcare provider to transfer his/her opinion directly to the Superintendent, which will generally require the staff member to furnish the healthcare provider with a HIPAA-compliant authorization.

In the event that the staff member fails to provide the medical opinion of the second or third healthcare provider, if applicable, any leave taken by the staff member shall not constitute FMLA leave.

### **Recertification**

Recertification may be required no more often than every thirty (30) days in connection with an absence by the staff member unless the condition will last for more than thirty (30) days. For conditions that are certified as having a minimum duration of more than thirty (30) days, the District will not request recertification until the specified period has passed, except that in all cases the Superintendent may require recertification every six (6) months in connection with an absence by the employee. Additionally, the Superintendent may require a staff member to provide recertification in less than thirty (30) days if the staff member requests an extension of leave, the circumstances described in the previous certification have changed significantly, or if the District receives information that casts doubt upon the staff member's stated reason for the absence or the continuing validity of the certification. Finally, staff members must provide a new medical certification each leave year for medical conditions that last longer than one (1) year.

Staff members requesting Qualifying Exigency Leave are required to submit to the Superintendent a copy of the covered military member's active duty orders and certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party.

Staff members requesting Military Caregiver Leave are required to submit to the Superintendent certification completed by an authorized healthcare provider or a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered service member's family.

The Board authorizes its healthcare provider, human resource professional to authenticate or clarify a medical certification of a serious health condition, or an ITO or ITA (i.e. medical certification provided for reasons (C) or (D) on page one or Military Caregiver Leave). Additionally, the Superintendent is authorized to contact the individual or entity named in the Qualified Exigency Leave certification for purposes of verifying the existence and nature of the meeting.

A staff member who takes leave for reason (D) on page one, prior to returning to work, must provide the Superintendent with a fitness-for-duty certification that specifically addresses the staff member's ability to perform the essential functions of his/her job. The fitness-for-duty certification shall only apply to the particular health condition that caused the staff member's need for FMLA leave. If reasonable safety concerns exist, the Superintendent may, under certain circumstances, require a staff member to submit a fitness-for-duty certification before s/he returns to work from intermittent FMLA leave. The cost of the certification shall be borne by the staff member.

### **Job Restoration & Maintenance of Health Benefits**

Upon return from FMLA leave, the Board shall restore the staff member to his/her former position, or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. During FMLA leave, the Board shall maintain the staff member's current coverage under the Board's group health insurance program on the same conditions as coverage would have been provided if the staff member had been continuously working during the leave period. If the staff member was paying all or part of the premium payments prior to going on FMLA leave, the staff member must continue to pay his/her share during the leave.

Any leave or return from leave during the last five (5) weeks of an academic term shall be reviewed individually by the Superintendent to minimize disruption to the students' program.

The staff member shall not accrue any sick leave, vacation, or other benefits during a period of unpaid FMLA leave.

The use of FMLA leave shall not result in the loss of any employment benefit that the staff member earned or was entitled to before using FMLA leave. If a bonus or other payment, however, is based on the achievement of a specified goal such as hours worked or perfect attendance, and the employee does not meet the goal due to FMLA leave, payment shall be denied unless it is paid to an employee on equivalent leave status for a reason that does not qualify as FMLA leave.

A staff member shall have no greater right to restoration or to other benefits and conditions of employment than if the employee had been continuously employed.

If the staff member fails to return to work at the end of the leave for reasons other than the continuation, recurrence, or onset of a serious health condition that entitles the staff member to leave pursuant to reasons (C) or (D) on page one or Military Caregiver Leave, or for circumstances beyond the control of the staff member, the staff member shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA leave period.

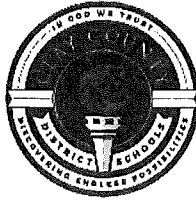
Generally, a staff member may not be required to take more FMLA leave than necessary to resolve the circumstance that precipitated the need for leave.

A staff member who fraudulently obtains FMLA leave is not protected by this policy's job restoration or maintenance of health benefits provisions.

The Superintendent shall prepare any procedures that are appropriate for this policy and ensure that the policy is posted properly.

Copies of this policy shall be available to staff members upon request.

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Book Policy Project Revised  
Section 4000 Support Staff Cleaned  
Title DOMESTIC VIOLENCE LEAVE  
Code po4430.02  
Status From Neola  
Legal F.S. 741.28  
F.S. 741.313

#### 4430.02 - DOMESTIC VIOLENCE LEAVE

The School Board shall grant leave for an employee if the employee, or a family or household member, is the victim of domestic or sexual violence.

##### Definitions

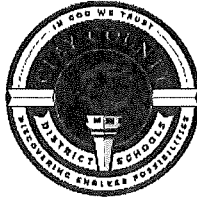
- A. "Domestic violence" means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one (1) family or household member by another family or household member.
- B. "Sexual violence" means sexual violence as defined in F.S. 784.046 or any crime the underlying factual basis of which has been found by a court to include an act of sexual violence.
- C. "Family or household member" means spouses, former spouses, persons related by blood or marriage, person who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.
- D. "Victim" means an individual who has been subjected to domestic or sexual violence.

Such leave may be for up to three (3) days in any twelve (12) month period and shall be used for the following purposes:

- A. to seek protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;
- B. to obtain medical care and/or mental health counseling for the employee or a family or household member to address physical or psychological injuries resulting from domestic or sexual violence;
- C. to obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic or sexual violence;
- D. to secure their home from the perpetrator of domestic or sexual violence or to seek new housing to escape the perpetrator;
- E. to seek legal assistance in addressing issues arising from the act of domestic or sexual violence or to attend and prepare for court-related proceedings arising from the act of domestic or sexual violence.

The leave may be granted with pay at the discretion of the Board and is subject to the following conditions:

- A. Except in cases of imminent danger to the health or safety of the employee or to the health and safety of a family or household member, the employee seeking the leave must provide appropriate advance notice along with sufficient documentation of the act of domestic or sexual violence as required by the administrative procedures implementing this policy.
- B. The employee shall be required to have exhausted all annual or vacation leave, personal leave, and sick leave prior to utilizing this leave.
- C. Pursuant to Florida statutes, the Board shall keep information concerning leave for domestic or sexual violence confidential and exempt from disclosure.
- D. The Board may not discharge, demote, suspend, retaliate, or in any other manner discriminate against an employee for exercising his/her rights under the provisions of this policy. However, this does not limit the Board's right to discipline or terminate any employee for any reason, including, but not limited to, reductions in the work force or termination for cause.



|         |   |
|---------|---|
| Book    | Policy Project Revised  |
| Section | 4000 Support Staff Cleaned  |
| Title   | SICK LEAVE  |
| Code    | po4430.03   |
| Status  | From Neola  |
| Legal   | <u>F.S. 402.22</u><br><u>F.S. 1001.41</u><br><u>F.S. 1001.42(5)</u><br><u>F.S. 1001.43(11)</u><br><u>F.S. 1012.22</u><br><u>F.S. 1012.23</u><br><u>F.S. 1012.61</u><br><u>F.S. 1012.62</u><br><u>F.S. 1012.66</u> |

#### 4430.03 - **SICK LEAVE**

Support staff members who are appointed to work full-time shall earn one (1) day of paid sick leave for each full month of employment. Earned sick leave shall be pro-rated in proportion to the number of hours employed per day. Sick leave may not be used before it is earned and credited.

##### A. Accrual

1. Four (4) days of sick leave credit shall be annually advanced at the end of the first month of employment each contract year, and thereafter one (1) day of sick leave will be credited at the end of each month in which it is earned. However, each employee is entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment.
2. An employee who is in an active pay status, including leave with pay, shall earn sick leave for each month in which s/he receives pay for one (1) day more than half the number of work days during that month.
3. An employee who is on leave without pay during a month shall earn sick leave for that month if s/he has worked one (1) day more than half the number of work days during that month.
4. If the employee terminates his/her employment and has not accrued the four (4) days of sick leave available to him/her, the School Board may withhold the average daily amount for the days of sick leave used but unearned by the employee.
5. Sick leave shall be cumulative from year to year.

##### B. Use

1. An employee taking sick leave shall notify the appropriate supervisor and file a certificate of absence before beginning the leave, if possible. In an emergency, the certificate of absence may be filed immediately following return to duty.
2. Sick leave may be taken for the following reasons:
  - a. when the employee is unable to perform his/her duty on account of personal sickness, accident, disability, or extended personal illness, and consequently has to be absent from his/her work;
  - b. for the illness or death of the employee's spouse, child, father, mother, brother, sister, other close relative, or member of the employee's own household;
  - c. as personal leave with pay for up to six (6) days per fiscal year; and
  - d. for the maternity or paternity of the employee or the employee's spouse, child, other close relative, or member of the employee's own household.

### C. Transfer

#### 1. From Other Public Schools

Sick leave may be transferred from other public schools in Florida funded through the Florida Education Finance Program. Transferred days may only be credited in a number equal to the number of days earned in this District.

#### 2. From Department of Children and Family Services (DCF)

Educational personnel in DCF residential care facilities who are employed by the Board under the provisions of F.S. 402.22(1)(d) may request, and the Board shall accept, a lump sum transfer of accumulated sick leave for such person employed by the Board in a position that is eligible to accrue sick leave under policies of the Board.

(F.S. 1012.62)

#### 3. To Family Members

An employee may authorize transfer of accrued sick leave to his/her spouse, child, parent, or sibling, who is also a District employee, provided that the transfer relates to one of the reasons set forth in Paragraph (B)(2) herein.

The personnel administrator approving the leave may require documentation of the recipient's relationship to the authorizing employee.

(F.S. 1012.61(2)(e)1)

#### 4. To Other Board Employees

An employee may donate (i.e., authorize transfer of) his/her accrued sick leave to another Board employee, provided that the transfer relates to one of the reasons set forth in Paragraph (B)(2) herein. The authorizing employee must retain at least ten (10) days of sick leave, as of the time of donation under this policy.

The recipient must provide documentation from the treating physician of the illness, accident, or injury for which leave is needed.

Any transferred sick leave that is not used as anticipated shall be returned to the authorizing administrator, upon the recipient's return to work. In the case of multiple donors, the unused leave will be returned pro-rata to each donor.

The person receiving the transfer may not use the donated sick leave until s/he has exhausted all of his/her own accrued leave, excluding sick leave from a sick leave bank, if the recipient participated in a sick leave bank.

Donated sick leave shall have no value for terminal pay.



D. Terminal Pay for Sick Leave

1. Leave Accumulated While Employed by the District (Sick Leave not Transferred in from Prior Employment Outside the District)

At the employee's option and upon written request by the employee at the time of separation, s/he will be paid for sick leave accumulated through the end of the last full month worked, but not including the last partial month worked. Such terminal pay shall not exceed 120 days and shall be compensated at the daily rate of pay applicable at the time the sick leave was earned.

Terminal pay may not exceed an amount determined as follows:

- a. during the first three (3) years of service, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated sick leave
- b. during the next three (3) years of service, the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave
- c. during the next three (3) years of service, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated sick leave
- d. during the next three (3) years of service, the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave
- e. during and after the 13th year of service, the daily rate of pay multiplied by 100% times the number of days of accumulated sick leave

2. Sick Leave Transferred in from Outside the District

Subject to the provisions of any applicable collective bargaining agreement, upon the retirement or death of an employee, unused sick leave transferred in from outside the District will be compensated in the same manner as sick leave accumulated while employed through the District.



Book Policy Project Revised  
Section 4000 Support Staff Cleaned  
Title PERSONAL LEAVE  
Code po4430.04  
Status From Neola  
Legal F.S. 1012.23  
F.S. 1012.61(2)(a)2  
F.S. 1012.66  
F.A.C. 6A-1.080, Maximum Extent of Leave

#### 4430.04 - **PERSONAL LEAVE**

Support staff members may be allowed up to six (6) 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.

Support staff members may also request personal leave without pay. Personal leave without pay requests will not be for more than one (1) school year. Such leave will not be available for the purpose of accepting employment of a permanent nature. Leave may be granted at the discretion of the Board for the following:

##### A. Maternity/Paternity Leave

Any full-time support staff member 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 which the child is born or adopted. Additional sick leave may be granted if the application for leave is accompanied by a physician's statement verifying the medical necessity of such leave.

##### B. Parental Leave

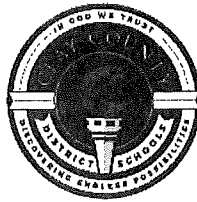
Any full-time support staff member may be granted parental leave for a period of up to one (1) year for the purpose of child-rearing.

Parental leave shall not extend beyond the balance of the school fiscal year in which the leave begins. When a support staff member requests that a leave of absence to extend beyond June 30th, re-application shall be made in accordance with Board policy.

##### C. Extended Personal Leave Without Pay

Upon the recommendation of the Superintendent, the Board may approve a support staff member's request for extended personal leave without pay. Requests for extended leave to take another position for salary shall be denied unless there are extenuating circumstances that are acceptable to the Board. When possible, requests for such leave should be initiated no later than June 1st.

Bargaining unit members should refer to the collective bargaining agreement for more information pertaining to personal leave.



Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title ILLNESS- OR INJURY-IN-LINE-OF-DUTY LEAVE (ILOD)

Code po4430.05

Status From Neola

Legal F.S. 1012.22(2),  
F.S. 1012.61  
F.S. 1012.63

#### 4430.05 - **ILLNESS- OR INJURY-IN-LINE-OF-DUTY LEAVE (ILOD)**

Employees shall be entitled to illness- or-injury-in-line-of-duty leave (ILOD) when they have to be absent from work due to a verified injury received in the discharge of duty or because of a verifiable occupational illness from any contagious or infectious disease, excluding colds, lice, influenza, or pandemic diseases, contracted in school work. The illness or injury received in the performance of duties shall be certified by an authorized workers' compensation physician.

Such leave shall be authorized for a total of not to exceed ten (10) working days during any school year and shall be applicable only to the year during which the accident/illness occurred.

#### **Conditions for ILOD**

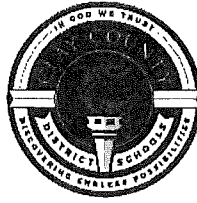
- A. The employee must have a related and authorized workers' compensation claim/First Report of Injury filed with the District.
- B. The employee must provide written testimony/evidence/diagnosis from an authorized provider that the occupational illness or injury occurred in the line of duty.

Occupational illnesses have a higher standard of proof from the employee and physician.

- C. The employee must provide documentation from an authorized physician excusing them from all work including light duty.

An ER is not authorized to excuse employees from work for more than one day without authorization from Risk Management.

Any employee who has any claim for compensation while absent because of illness contracted or injury incurred as prescribed herein shall submit for ILOD in the manner prescribed in F.S. 1012.61 (2)(b) within five (5) working days following the employee's return from such absence. The School Board shall approve the claims and authorize the payment thereof if the Board/designee is satisfied that the absence correctly states the facts and that the claim is entitled to payment in accordance with the provisions of F.S. 1012.61.



Book Policy Project Revised  
Section 4000 Support Staff Cleaned  
Title ANNUAL LEAVE  
Code po4430.06  
Status From Neola  
Legal F.S. 1011.60(3),  
F.S. 1012.22(2),  
F.S. 1012.65

#### 4430.06 -**ANNUAL LEAVE**

Support staff members who are employed in twelve (12) month positions earn paid annual leave.

A maximum of four (4) of these annual days per year may be scheduled by the Superintendent.

##### A. Accrual

Annual leave with pay is accrued by eligible support staff at the rate:

1. one (1) day per month of employment for employees with less than five (5) continuous years of employment with Clay County, other Florida County School System or effective May 19, 2000, with another education entity governed by the Florida Retirement System (FRS).
2. one and one-fourth (1-1/4) days per month of employment for employees with more than five (5) continuous years but less than ten (10) continuous years of employment with Clay County, other Florida County School System or effective May 19, 2000, with another education entity governed by the Florida Retirement System (FRS).
3. one and one-half (1-1/2) days per month of employment for employees with more than ten (10) continuous years of employment with Clay County, other Florida County School System or effective May 19, 2000, with another education entity governed by the Florida Retirement System (FRS).

Support staff members who fill established twelve (12) month positions on a part-time basis shall earn annual leave in direct proportion to the time actually worked.

Annual leave will be credited the last day of each month.

A support staff member who is in an active pay status shall earn annual leave for each month in which s/he received pay for more than half the number of work days in the month.

A support staff member who is on leave without pay during a calendar month shall earn annual leave for that month if s/he has worked more than half the number of work days that month.

Unused annual leave may be accrued; however, for support employees, not more than thirty-four (34) days may be carried forward from June 30th each year.

**B. Transfer**

Annual leave that is accrued at other government agencies cannot be transferred to the School Board for credit. However, educational personnel in Department of Children and Family Services residential care facilities who are employed by the Board under the provisions of F.S. 402.22(1)(d) may request, and the Board shall accept, a lump sum transfer of accumulated annual leave for such person employed by the Board in a position that is eligible to accrue annual leave under policies of the Board.

**C. Use**

Annual leave can be taken only with the prior approval of the supervising administrator. Use of annual leave shall not be approved for use before the time it is earned. Annual leave shall be used in increments of one-half or full days.

Annual leave shall be scheduled in the workplace to permit minimum disruption of the operation of the school system.

Annual leave may be used for purposes other than annual leave. It is at the employee's discretion to use annual leave in lieu of sick leave, to work elsewhere, or for other purposes.

**D. Terminal Pay**

When a support staff member is released or resigns, s/he will be paid for annual time accumulated through the end of the last full month worked, not including the last partial month worked. For annual leave accrued after July 1, 2001, for support employees, terminal pay may not exceed a maximum of fifty-four (54) days of actual payment and sixty (60) days for confidential employees.

This limit does not impair any contractual agreement established before July 1, 2001. For unused annual leave accumulated before July 1, 2001, terminal payment shall be made pursuant to the Board's policies, contracts, or rules that were in effect on June 30, 2001.

Bargaining unit members should refer to the collective bargaining agreement for more information pertaining to annual leave.



Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title MILITARY LEAVE

Code po4430.07

Status From Neola

Legal F.S. 115.07  
F.S. 115.09  
F.S. 115.14  
F.S. 121.111  
F.S. 250.341  
F.S. 1012.23  
38 U.S.C. 2021 et seq.  
38 U.S.C. 4312  
38 U.S.C. 4323

#### 4430.07 - **MILITARY LEAVE**

The School Board supports individuals willing to serve in the armed forces of the United States or the State of Florida to protect our country and State. In accordance with State and Federal laws, support staff members who must be absent from work for military service are entitled to take a military leave of absence in accordance with this policy.

Support staff members called to duty are required to notify the Superintendent immediately unless notice is impossible or prevented by military necessity or, under all of the relevant circumstances, the giving of such notice is otherwise impossible or unreasonable.

#### **Reserve or Guard Training**

All support staff members in this District who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard are entitled to leaves of absence from their respective duties, without loss of vacation leave, pay, time, or efficiency rating, on all days during which they are engaged in training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty.

Compensation allowed for military leave to participate in required training exercises shall not exceed 240 hours in any one (1) annual period as provided in F.S. 115.07. Such leave is not charged as vacation. It shall be established that the period selected is not at the convenience of the employee but a military necessity, if it falls within the school year. Upon the recommendation of the Superintendent, leaves of absence for additional or longer periods of time for assignment to duty functions of a military character shall be without pay and may be granted by the Board and when so granted shall be without loss of time or efficiency rating.

When a support staff member's assigned employment duty conflicts with ordered active or inactive duty training, it is the responsibility of the Board to provide a substitute employee, if necessary, for the assumption of such employment duty while the employee is on assignment for the training.

### **Active Military Service**

Support staff members who are service members of the National Guard or a reserve component of the Armed Forces of the United States shall be granted leave to perform active military service, the first thirty (30) days of any such leave to be with full pay for Federal military service that is equal to or greater than ninety (90) consecutive days.

Leave of absence for additional or longer periods of time for assignment to duty functions of a military character shall be without pay. Support staff members on military leave may substitute accrued paid vacation for unpaid leave.

### **Re-Employment**

Re-employment of all support staff members granted military leave shall be governed in accordance with 38 U.S.C. 4312. A support staff member who is granted military leave for active duty shall, upon the completion of the tour of duty, be returned to employment without prejudice, provided that the support staff member gives notice and files an application for re-employment within the time limitations contained in Federal law. Support staff members will be returned to duty in the same or a similar position as previously held in accordance with Federal law.

### **Benefits During Military Leave**

The Board shall continue to provide all health insurance and other existing benefits to support staff members as required by the Uniformed Services Employment and Reemployment Rights Act, Chapter 43 of Title 38 U.S.C.

Bargaining unit members should refer to the collective bargaining agreement for more information pertaining to military leave.

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| Book    | Policy Project Revised     |
| Section | 4000 Support Staff Cleaned |
| Title   | JURY/WITNESS DUTY LEAVE    |
| Code    | po4430.09                  |
| Status  | From Neola                 |
| Legal   | <u>F.S. 1012.23</u>        |

#### 4430.09 - **JURY/WITNESS DUTY LEAVE**

##### **Jury Duty Leave**

A support staff member summoned to serve on a jury shall be granted temporary leave with pay for all hours required for the duty up to his/her normal workday hours.

However, if jury duty does not require absence for the entire workday, a support staff member is expected to return to work immediately upon release by the court.

The School Board shall not reimburse support staff members for meals, lodging, and travel expenses incurred while serving as a juror.

Jury/Witness duty leave will be granted for a maximum of fifteen (15) days unless additional leave is recommended by the Superintendent and approved by the Board.

##### **Witness Duty Leave**

A support staff member who is subpoenaed as a witness may be granted temporary leave with pay for all hours required for the duty, up to his/her normal workday hours, provided the subpoena is not related to personal litigation in which the support staff member is a party.

The Board shall not reimburse the support staff member for meals, lodging, and travel expenses incurred while serving as a witness.

When a support staff member is subpoenaed or called as a witness by the Board at a deposition, hearing, trial or other civil proceeding, s/he may be granted temporary leave with pay for all hours required for the duty.

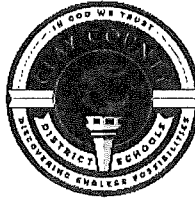
In the event no fees are received from the court, s/he may be paid per diem and for travel expenses pursuant to Policy 6550, *Travel and Per Diem*.

##### **Personal Litigation**

In no case shall temporary leave with pay be granted for court attendance when a support staff member is engaged in his/her own personal litigation. In such cases, support staff members may request vacation or personal leave.

Bargaining unit members should refer to the collective bargaining agreement for more information pertaining to jury/witness leave.





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|---------|----------------------------|
| Book    | Policy Project Revised     |
| Section | 4000 Support Staff Cleaned |
| Title   | JOB-RELATED EXPENSES       |
| Code    | po4440                     |
| Status  | From Neola                 |
| Legal   | <u>F.S. 112.061</u>        |

#### 4440 - JOB-RELATED EXPENSES

The School Board may provide for the payment of the actual and necessary expenses, including traveling expenses, of any support staff member of the district incurred in the course of performing services for the District, whether within or outside the District, under the direction of the Board and in accordance with the Superintendent's administrative procedures.

The validity of payments for job-related expenses shall be determined by the supervisor. Pre-approval for estimated travel expenses by the Superintendent is required.

- Support staff members are expected to exercise the same care incurring travel expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Unauthorized costs and additional expenses incurred for personal preference or convenience will not be reimbursed.

Unauthorized expenses include but are not limited to alcohol, movies, supplemental insurance on rental cars, fines for traffic violations, and the entertainment/meals/lodging of spouses or guests.

This policy does not address every issue, exception, or contingency that may arise in the course of travel.

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| Book    | Policy Project Revised                     |
| Section | 4000 Support Staff Cleaned                 |
| Title   | UNAUTHORIZED WORK STOPPAGE                 |
| Code    | po4531                                     |
| Status  | From Neola                                 |
| Legal   | <u>F.S. 447.505</u><br><u>F.S. 447.507</u> |

#### **4531 - UNAUTHORIZED WORK STOPPAGE**

The School Board is obligated and committed to provide certain basic services to students participating in District programs. Therefore, if the schools are open and students are in attendance, those basic services will be provided.

Recognizing the fact that a District, for various reasons, could experience an unauthorized work stoppage, the Board remains committed to providing educational and related services to the schools and will fulfill its obligations to operate the schools, when possible.

Support staff members who fail to perform their normal duties when so required as part of an unauthorized work stoppage will be subject to loss of pay and fringe benefits, including paid insurance coverage, as well as disciplinary measures in accordance with the policies of this Board and the laws of the State.

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Book Policy Project Revised  
Section 4000 Support Staff Cleaned  
Title COMPLAINTS AGAINST SUPPORT STAFF  
Code po4550  
Status From Neola  
Legal F.S. 119.071(2)(k).  
F.S. 1012.31

#### 4550 - COMPLAINTS AGAINST SUPPORT STAFF

Any complaint against a member of the support staff which arises within the membership of the School Board or which comes to the attention of the Board (except through the Superintendent) shall be referred to the Superintendent for decision.

Pursuant to State law, a complaint of misconduct against support staff, and all information obtained pursuant to an investigation by the District of the complaint of misconduct, are confidential and exempt from inspection or copying until the investigation ceases to be active, or until the District provides written notice to the employee who is the subject of the complaint, in the manner set forth below, that the District has either:

- A. concluded the investigation with a finding not to proceed with disciplinary action or file charges; or
- B. concluded the investigation with a finding to proceed with disciplinary action and/or to file charges. If the investigation results in such a finding, the District shall also file a legally sufficient complaint regarding the misconduct as required by State law and Policy 8141 - *Mandatory Reporting of Misconduct*.

Any material that is derogatory to an employee shall not be open to inspection for an additional ten (10) days after the employee has been notified either:

- A. by certified mail, return receipt requested, to his/her address of record; or
- B. by personal delivery. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.

Support staff members in a bargaining unit should refer to negotiated agreements.

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Book Policy Project Revised

Section 4000 Support Staff Cleaned

Title PERSONNEL FILE

Code po4590

Status From Neola

Legal F.S. 119.011  
F.S. 119.07  
F.S. 119.071  
F.S. 1012.31  
F.S. 1012.797

#### 4590 - PERSONNEL FILE

It is necessary for the orderly operation of the School District to prepare a personal information system for the retention of appropriate files bearing upon an employee's duties and responsibilities to the District and the District's responsibilities to the employee.

The School Board requires that sufficient records exist to determine an employee's qualifications for the job held, compliance with Federal, State, and local benefit programs, conformance with District rules, and evidence of completed evaluations. Such records will be kept in compliance with the laws of the State of Florida. Materials relating to work performance, discipline, suspension, or dismissal will be reduced to writing and signed by a person competent to know the facts or make the judgment. The resignation or termination of an employee before an investigation of alleged misconduct by the employee affecting the health, safety, or welfare of a student is concluded must be clearly indicated in an employee's personnel file.

The term personnel file as used in this section shall mean all records, information, data, or materials maintained by a public school system, in any form or retrieval system whatsoever, with respect to any of its instructional staff, which are uniquely applicable to that employee, whether maintained in one (1) or more locations.

Only that information which pertains to the professional role of the employee and submitted by duly authorized school administrative personnel and the Board may be entered in the official record file.

Pursuant to State law, a complaint of misconduct against a District employee, and all information obtained pursuant to an investigation by the District of the complaint of misconduct, are confidential and exempt from inspection or copying until the investigation ceases to be active, or until the District provides written notice to the employee who is the subject of the complaint, in the manner set forth below, that the District has either:

- A. concluded the investigation with a finding not to proceed with disciplinary action or file charges, or
- B. concluded the investigation with a finding to proceed with disciplinary action and/or to file charges. If the investigation results in such a finding, the District shall also file a legally sufficient complaint regarding the misconduct as required by State law and Policy 8141 - *Mandatory Reporting of Misconduct*.

Notwithstanding F.S. 1012.31(3)(a)1, 1012.796(4), and this policy, within twenty-four (24) hours after a law enforcement agency provides the Superintendent with written notification pursuant to F.S. 1012.797 that a District employee has been arrested for a felony or a misdemeanor involving the abuse of a minor child or the sale or possession of a controlled substance, the Principal shall notify parents of enrolled students who had direct contact with the employee and include, at a minimum, the name and specific charges against the employee.

Materials relating to work performance, discipline, or dismissal must be reduced to writing and signed by an individual competent to know the facts or make the judgment. In cases of separation due to termination or resignation in lieu of termination, the person shall execute and maintain an affidavit of separation, on the form adopted by the Florida Department of Education, setting forth in detail the facts and reasons for such separation. The affidavit must expressly disclose when separation is due to a report of sexual misconduct with a student. The affidavit of separation must be executed under oath and constitutes an official statement within the purview of F.S. 837.06. The affidavit of separation must include conspicuous language that intentional false execution of the affidavit constitutes a misdemeanor of the second degree.

Regardless of the status of an investigation, any legally sufficient complaint will be filed in writing with Florida Department of Education (FLDOE) within thirty (30) days after the date on which the subject matter of the complaint comes to the attention of the District pursuant to F.S. 1012.796(1)(d)1. A complaint is legally sufficient if it contains ultimate facts that show a violation has occurred as provided in F.S. 1012.795 and defined by rule of the State Board of Education.

Any material that is derogatory to an employee shall not be open to inspection for an additional ten (10) days after the employee has been notified either:

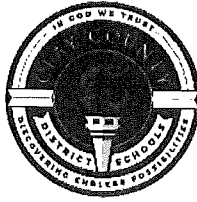
- A. by certified mail, return receipt requested, to the employee's address of record; or
- B. by personal delivery. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.

No record in a personnel file which is confidential and exempt from inspection and copying pursuant to applicable law shall be disclosed except as provided by applicable law.

The Superintendent shall maintain a record in each personnel file of those persons reviewing the files each time they are reviewed.

A copy of each such entry shall be given to the employee upon request.

The employee shall have access to the employee's file upon request.



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| Book    | Policy Project Revised                     |
| Section | 4000 Support Staff Cleaned                 |
| Title   | JOB DESCRIPTIONS                           |
| Code    | po4600                                     |
| Status  | From Neola                                 |
| Legal   | <u>F.S. 1012.23</u><br><u>F.S. 1012.27</u> |

#### 4600 - **JOB DESCRIPTIONS**

The School Board shall act upon written recommendations submitted by the Superintendent for positions to be filled and for the minimum qualifications for these positions. Once a position has been established it is essential for each support staff member employed in the position to be fully aware of the duties and responsibilities for that position. Job descriptions document and describe the prescribed qualifications for and essential functions of each support staff position and thereby promote organization, effectiveness, and efficiency. The Superintendent is authorized to establish and maintain job descriptions which shall include the prescribed qualifications, as well as skills, knowledge and abilities, essential functions, and physical requirements for each support position.

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