

School District of DeSoto
School Board Action
March 26, 2024
APPROVED

SCHOOL DISTRICT OF DESOTO COUNTY

EMPLOYEE HANDBOOK

2023-2024



Dr. Bobby Bennett
Superintendent

**EMPLOYEE HANDBOOK
ACKNOWLEDGMENT AND RECEIPT**

I acknowledge by my signature below that I am aware that the 2023-2024 Employee Handbook is available on the DeSoto Schools website at <http://desotoschools.com/>. I will read this handbook.

The School District of DeSoto County is required by law to take reasonable steps to ensure the privacy of your personally identifiable health information in accordance with the Health Insurance Portability and Accountability Act (HIPAA). The Notice of Privacy Practices is listed in the Employee Handbook, and is posted on the School District of DeSoto County website.

I also acknowledge that I am aware of my rights and responsibilities, and grievance procedures for the **Workers' Compensation Managed Care Arrangement** as stated in this Handbook. Further, if I need treatment for a work-related injury, I understand that my employer has developed a Managed Care Arrangement for Workers' Compensation and that the procedures listed in the Handbook must be followed for all work-related injuries and illnesses.

Employee Name
(Please Print)

Employee Signature

Date

SCHOOL DISTRICT OF DESOTO COUNTY VISION AND MISSION

Vision

The DeSoto Way: Building minds leveraging all available resources to ensure every graduate is ready for college, career, and life.

Mission

The School District of DeSoto County will partner with parents and the community to:

- **Deliver** a safe and secure learning environment.
- **Optimize** communication to strengthen inclusivity.
- **Guarantee** students have equitable access to rigorous engaging instruction.
- **Shape** minds to build a strong social-emotional foundation for responsible citizenship.

This is the DeSoto Way!
Go DOGS!

“PREPARING THE STUDENT FOR A PRODUCTIVE PLACE IN SOCIETY”

SCHOOL DISTRICT OF DESOTO COUNTY
530 LA SOLONA AVENUE
ARCADIA, FL 34266
Dr. Bobby Bennett, Superintendent

The School Board of DeSoto County shall ensure for employees and students, freedom from discrimination of race (including anti-Semitism), ethnicity, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle 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”) in its programs and activities, including employment opportunities. No employee of the school district shall engage in discriminatory practices while representing the school district (School Board of DeSoto County Policy 1122, 3122,4122).

**Affirmative Action/Equal Opportunity Employer
School Board Policy AC**

Unlawful Discrimination Prohibited. The DeSoto County School Board subscribes to and will comply with the Florida Educational Equity Act. The School Board will insure implementation of this Act in the following areas: treatment of students; health insurance; interscholastic, club, and intramural athletics; students’ financial assistance; student employment; educational and work environment; and personnel. No person shall, on the basis of race, color, religion, sex, national origin, handicap, age or marital status, be excluded from participation in, be denied benefits or, be subjected to discrimination under any education program or activity except as provided by law.

General Authority 230.22 FS, 228.2001 FS, 1000.05 FS, DOE Rules 6A-19.01, 6A-19.10.

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PERSONNEL

THE SCHOOL DISTRICT OF DESOTO COUNTY

Board Members

Jami Schueneman	District 1
Dr. Sharon T. Goodman	District 2
Karen Chancey	District 3
Asena Mott	District 4
Kelly Mercer	District 5

Superintendent

Dr. Bobby Bennett

Regular meetings of the Board are held in the Central Office Board Chambers, at 530 LaSolona Ave., Arcadia, on the second and the fourth Tuesday of each month at 5:30 P.M., unless otherwise announced.

**SCHOOL DISTRICT OF DESOTO COUNTY
ADMINISTRATIVE STAFF**

Superintendent	
Dr. Bobby Bennett	

Assistant Superintendent	
Dr. James “Jake” Reynolds	

Principals	
Dr. Joshua White	DeSoto County High School
Dr. David Boland (Interim)	DeSoto Middle School
Ms. Amanda Irby	Memorial Elementary School
Ms. Brandy Tackett	Nocatee Elementary School
Ms. Leslie Nelson (Interim)	West Elementary School

Assistant Principals	
Ms. Sara Knowles	DeSoto County High School
Ms. Cynthia Langston	DeSoto County High School
Mr. Timothy Edsall	DeSoto Middle School
Ms. Ermatine “Tammy” Jones	DeSoto Secondary School
Ms. Sally McGill-Kreft	Memorial Elementary School
Ms. Dionna FarmerBockoras	Nocatee Elementary School
Ms. Victoria “Nikki” Meredith (Interim)	West Elementary School

Deans	
Mr. Tommy Henry Jr.	DeSoto County High School
TBAMr. John Grigg	DeSoto County High School
Mr. Todd Baldwin (6th grade)	DeSoto Middle School
Ms. Brittany HinesTBA (7th Grade)	DeSoto Middle School
TBAMs. Catherine Reichley (8th Grade)	DeSoto Middle School
Ms. Terri Harrison	Memorial Elementary School

Executive Director

Mr. Marcus Allen	Business Services
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Directors

Dr. Gina Stafford	Human Resources
Ms. Kristie Joens	Instructional Services
Ms. Christina McCray	Exceptional Student Education
Ms. Kathy Severson	Adult Education & Career Federal Programs

Associate Directors

Ms. Sheerynne Iverson	Food Service
Mr. Travis Hinkley	Instructional Services
Dr. Amy Bennett	Student Services

Assistant Directors

Ms. Jessica Price	Facilities
Mr. Charles Payne	Transportation
Ms. Francesca Anderson	Instructional Services

**THE SCHOOL DISTRICT OF DESOTO COUNTY
LISTING OF SCHOOLS AND OTHER FACILITIES**

Elementary Schools	
Memorial Elementary School 851 East Hickory Arcadia, Florida 34266 (863) 494-2736	Ms. Amanda Irby, Principal Ms. Sally McGill-Kreft, Assistant Principal
Nocatee Elementary School (K-5) 4846 SW Shores Avenue Nocatee, Florida 34268 (863) 494-4511	Ms. Brandy Tackett, Principal Ms. Dionna Farmer <u>Bockoras</u> , Assistant Principal
West Elementary School (K-5) 304 West Imogene Street Arcadia, Florida 34266 (863) 494-3155	Ms. Leslie Nelson, Interim Principal Ms. Victoria “Nikki” Meredith ² , Interim Assistant Principal

Middle School	
DeSoto Middle School (6-8) 420 East Gibson Street Arcadia, Florida 34266 (863) 494-4133	Dr. David Boland, Interim Principal Mr. Timothy Edsall, Assistant Principal

High School	
DeSoto County High School (9-12) 1710 East Gibson Street Arcadia, Florida 34266 (863) 494-3434	Dr. Joshua White, Principal Ms. Cynthia Langston, Assistant Principal Ms. Sara Knowles Assistant Principal

Other Schools	
DeSoto Secondary School 318 North Wilson Avenue Arcadia, Florida 34266 (863) 494-9303	Ms. Ermatine (Tammy) Jones, Assistant Principal
My District Virtual School 310 W. Whidden Street Arcadia, Florida 34266 (863) 993-1333	Dr. Amy Bennett, Principal

Division of Career and Adult Education	
Family Service Center 310 West Whidden Street Arcadia, Florida 34266 (863) 993-1333	Ms. Kathy Severson, Director
Practical Nursing Program 310 W. Whidden Street Arcadia, Florida 34266 (863) 993-1333	Dr. Marilyn Goodman

DeSoto County Education Foundation, Inc.	
P.O. Box 1903 Arcadia, FL 34265 (863) 231-2611	Ms. Mary Kay Burns, Executive Director

Bulldog Strong Foundation, Inc.	
494 N Manatee Avenue Arcadia, FL 34266 (352) 587-2312	Ms. Kaycee Mays, President Ms. Brenna Long, Vice President

All Visitors Must Present a Valid ID before Entering any Building.

WHOM TO CALL - QUESTIONS?

**DESOTO COUNTY SCHOOLS EQUITY COORDINATOR, TITLE IX
COORDINATOR, SECTION 504 COORDINATOR**

Dr. Amy Bennett (student/parents)
(863) 993-1333
310 W. Whidden St.
Arcadia, FL 34266

Dr. Gina Stafford (employees)
(863) 494-4222 Ext. 1002
530 LaSolona Ave.
Arcadia, FL 34266

Grievances (Related to Issues of Discrimination or Harassment Based on Race,
Sex, Religion, National Origin, Age or Handicap)

Division of Human Resources	
Dr. Gina Stafford, Director of Human Resources (863) 494-4222 Ext. 1002 <u>Grievances (Related to the Union Contract and its Provisions Only)</u>	
Manuelita Lara, Certification & Employee Relations Specialist (863) 494-4222 Ext. 1005 Teacher Certification Personnel Files	
Amber Grantham, Position Management Specialist (863) 494-4222 Ext. 1110 Employment Application Forms/Inquiries Employment Vacancies	
Amanda Ridley, Employee Clearance & Workers Compensation Specialist (863) 494-4222 Ext. 1004 Fingerprinting and Drug Testing Workers' Compensation Volunteers and Vendors Contact	
Caitlin McHargue, Employee Evaluation Specialist (863) 494-4222 Ext. 1316 Employee Evaluation Vector Solutions Skyward Access Requests Public Records Requests	
D. Anne Turner/Vicki McCorquodale, Benefits, Leaves, and Retirement Specialist (863) 494-4222 Ext. 1114 Benefits / Retirement Insurance Inquiries and Billing Payroll Deductions FRS Enrollment/Inquiries FMLA and Employee Sick Leave Program Employee Assistance Program For insurance inquiries call Albritton Insurance, 863-993-4101.	

Office of the Superintendent

Martha Valenzuela, District Receptionist
(863) 494-4222 Ext. 1103
Substitute Teachers

Division of Finance

Mr. Marcus Allen, Executive Director of Business Services
(863) 494-4222 Ext. 1401

Tangela Jones
(863) 494-4222 Ext. 1113
Payroll
Pay Check/Salary Inquiries
W-2 Forms
Teacher Contracts

EMPLOYMENT PROCESS



EMPLOYMENT PROCESS

NEW HIRE PAPERWORK. All employees are required to have the following forms on file before beginning any work duties and before their first pay check is issued. Administrators and instructional staff are required to have forms 1-20 and instructional support staffs are required to have forms 1-17.

1. Application for Employment
2. Copy of High School Diploma or Equivalency
3. Completed Fingerprints and Fee
4. Retirement Statement Release Form
5. Loyalty Oath
6. W-4
7. Employee Eligibility Form I-9
8. Insurance Information Packet
9. Social Security Card
10. Driver's License
11. Direct Deposit
12. Demographic Form
13. Employee Handbook Acknowledgement and Receipt Form
14. Acknowledgement of Probationary Period Form
15. Public Records Exemption Form
16. Florida Workers' Compensation Form
17. Acceptable Internet Use Agreement Form
18. Code of Ethics
19. Active Assailant Training Acknowledgement
20. Application for Florida Certification (or proof of a valid Florida certificate) See Certification Section, page 19

CREDIT FOR EXPERIENCE. A year's experience is defined as one-half of a work year plus one day. Such experience must be continuous. One year is the maximum that can be granted in any one fiscal year. See also "Employment Verification."

1. Instructional applicants may be credited with up to 15 years of verified teaching experience in public elementary or secondary schools or accredited private schools for which the applicant has had satisfactory performance evaluations.
2. Instructional Support applicants may be credited with up to 7 years of verified experience. Experience must be job related.
3. Transferring employees may be credited with all of their DeSoto District School experience. Salary calculation will be based on the adopted salary compensation plan.
4. Paraprofessionals transferring to a teaching position may be credited with up to 7 years verified in-district classroom experience.
5. Retired District Personnel who are re-employed for the 2022-2023 school year and thereafter shall be credited with up to 7 years (for support staff) or 15 years (for instructional and administrative staff) of previous full-time experience.
6. Administrative applicants may be credited with up to 15 years of verifiable experience as outlined in the current Compensation Plan.

CRIMINAL CONVICTIONS. Applicants will be asked to supply information concerning criminal convictions. If the nature of a criminal conviction is determined to be incompatible with the duties of the position in question, the individual will not be hired. Failure to accurately disclose a previous criminal background on an application may be grounds for termination.

EMPLOYMENT VACANCIES. Vacancies are normally advertised by Division of Human Resources for ten (10) working days. Each job posting will indicate the opening and closing dates of the advertisement period and instructions for applying for positions. Additional information concerning job postings can be obtained by calling Human Resources at (863) 494-4222. Job postings are also on the School District of DeSoto County web site at <http://www.desotoschools.com>.

EMPLOYMENT VERIFICATION. Employees have up to **ninety (90) days** from date of hire to furnish proof of verified experience that can be credited to the current year. Verifications received after 90 days will not be credited until the following school year. Employment verification forms are available at the Division of Human Resources.

FINGERPRINTING PROCEDURES. All applicants are required to file a completed set of fingerprints with the Florida Department of Law Enforcement and the Federal Bureau of Investigation for processing. The fingerprints and background check are required upon an offer of employment with the School District of DeSoto County as well as for teacher certification in the State of Florida. Applicants must call Amanda Ridley, ext. 1004, in the Human Resources Division to schedule an appointment. The cost of processing is **\$55.00**, payable by cash, money order, or check. All fingerprint information will be retained by the Florida Department of Law Enforcement and made available to criminal justice agencies.

FINGERPRINT RETENTION. The Florida Department of Law Enforcement retains employee fingerprint information submitted by educational personnel. The retained information is available to criminal justice agencies, and will be searched for arrest records annually by the FDLE. School districts are also required to conduct national criminal history checks every five years.

DRUG TESTING POLICIES. Drug Testing Policies and Drug Free Workplace regulations are stipulated in Board Policy § 1124, 3124, 4124, 4162 and 5530. The purpose is to deter the use of drugs and alcohol in the workplace by establishing standard procedures for drug and alcohol testing for pre-employment and for all employees required to hold a commercial driver's license, employed in other safety sensitive positions, and who meet the "reasonable suspicion" requirement.

INSTRUCTIONAL JOB SHARING. Job sharing refers to two employees voluntarily sharing one fulltime position. Employees who wish to job share must apply annually and no later than March 1st of the preceding year. Requirements and procedures may be found in the agreement between DCEA and ESP and the DeSoto County School Board on the District website.

PERSONNEL RECOMMENDATIONS. All personnel recommendations are made by the Superintendent of Schools to the School Board for final approval. Recommendations to the Superintendent are made as follows:

1. **School Based** recommendations are made by the Building Principal.

2. Departmental or Central Office Based recommendations are made by the appropriate Director.

PERSONNEL RECORDS. Employment records are processed and maintained in the Division of Human Resources. All personnel files are public records and as such are available for public inspection, by appointment.

PROBATIONARY PERIOD. All new instructional staff will be awarded a probationary contract for 1 (one) school year upon their initial employment in the school district. F.S. 1012.335. All new administrative employees will be considered “probationary” for the first 97 days of their initial contract. F.S. 1012.33. All non-instructional support staff will be considered “probationary” for 1 (one) calendar year from the date of hire. A non-instructional support employee having Continued Employment Status, who voluntarily changes job classifications shall serve a probationary period of up to 90 days. (District Policy 1120, 3128, 4120).

PROMOTIONS. Any employee possessing the appropriate qualifications may apply for a promotion or to fill an administrative vacancy.

TRANSFERS. Employees may request transfers based on advertised vacancies. Employees who wish to transfer to a different work site during the school session **shall make a written request to both the principal of the school (work site) they are currently in and the principal of the desired school (work site).** If the principal of the desired school agrees to recommend the transfer, the principal of the current school (work site) must agree to the transfer. In the event the transfer is to be effective with the new school year, the current principal’s approval is not required. The final approval of the Superintendent must be acquired before the transfer goes into effect.

REASSIGNMENTS. In the best interest of the entire school district, employees may be reassigned by the Superintendent to other work locations.

TERMINATION OF EMPLOYMENT (INSTRUCTIONAL STAFF). Any person who accepts a written offer of employment or whose recommendation for employment has been submitted to and approved by the School Board shall be considered under contract to the School District. Pursuant to the current DCEA contract, a written contract will be provided to instructional employees for their signature no later than December 1 of the current school year. Any employee who violates the terms of this agreement by leaving his or her position without first being released from his or her contract by the School Board shall be considered in Breach of Contract and subject to the jurisdiction of the Educational Practices Commission. The Board shall take official action on such a violation and shall furnish a copy of its official minutes to the Commissioner of Education, pursuant to Florida Statutes Chapter 1012.33.

ETHICS

The 2008 Florida Legislature passed Senate Bill 1712, also called the **Ethics in Education Act**. This legislation, which went into effect on July 1, 2008,

- establishes a set of requirements for the employment and certification of educators,
- mandates that districts develop policies related to ethical standards for educators and administrators,
- requires the reporting of educator misconduct, and
- outlines the disciplinary actions taken against offenders.

School Board Policies and Procedures related to the Ethics in Education Act can be found on the district website at (www.desotoschools.com).

Employment and Certification of Educators

The Ethics in Education Act requires school districts to contact each applicant's previous employer and to conduct pre-employment screening via two state databases:

- 1) the Department of Education's website (www.myfloridateacher.com), which provides a link to "Disciplinary Actions Against Educator Licenses" and all Final Orders issued by the Educational Practices Commission (EPC), and
- 2) the Department of Education's Teacher Certification Database (VERSA), which contains information about an applicant's current certification status as well as historical data that might be helpful in making employment decisions.

The law also provides a list of felony criminal convictions which disqualify an applicant from employment as a teacher or administrator who has direct contact with children. In general, these felony convictions involve sexual misconduct; crimes against children, the disabled, or the elderly; aggravated assault and/or battery; and certain crimes related to theft. A complete list of the disqualifying offenses can be found in **Section 1012.315 FS**.

Ethical Standards for Educators and Administrators

The Florida Department of Education's Office of Professional Practices has established a Code of Ethics of the Education Profession in Florida (6B-1.001) and the Principles of Professional Conduct for the Education Profession in Florida (6B-1.006). Both these documents can be found on the Department of Education website (www.fldoe.org).

Reporting Educator Misconduct

Policies and procedures for reporting suspected or actual misconduct by instructional personnel or school administrators that affects the health, safety, and welfare of a student are posted on the district website (www.desotoschools.com). The Customer Complaint Form found in this

handbook may be used for reporting purposes. Similar to reporting incidents of child abuse or neglect, reporting incidents of educator misconduct is mandatory (Section 1006.061 FS).

Disciplinary Actions Against Offenders

The Ethics in Education Act disqualifies from certification any applicant or educator who has been convicted of any previously referenced disqualifying offense. The Department of Education will seek to revoke certification of any personnel convicted of a disqualifying offense, regardless of the date of the prior offense or conviction. The law further requires the forfeiture of retirement benefits for any educator or administrator convicted of a felony as defined in **800.04 FS** (lewd and lascivious offenses committed upon or in the presence of persons under 16), or **Chapter 794 FS** (unlawful sexual activity with certain minors) when committed on or after October 1, 2008.

TEACHER CERTIFICATION



TEACHER CERTIFICATION Updated 07/05/2023

General Information

Florida Law requires all individuals employed as teachers to have a valid teaching certificate or a Statement of Status of Eligibility indicating that they have met the minimum qualifications for teacher certification. Federal and State law requires all core subject area teachers to be “highly qualified” (i.e. certified or eligible for certification in the academic field in which they are teaching).

IT IS THE RESPONSIBILITY OF THE INDIVIDUAL TEACHER TO OBTAIN THE APPROPRIATE CERTIFICATION(S) AND MAINTAIN A VALID CERTIFICATE AT ALL TIMES.

The Florida Department of Education’s Bureau of Educator Certification issues two kinds of teaching certificates: The *Temporary Educator’s Certificate* and the *Professional Educator’s Certificate*.

Temporary Educator’s Certificate

The Temporary Educator’s Certificate has a validity period of five fiscal years and is not renewable. (*Note: A fiscal year begins on July 1 and ends on June 30.*) Before the expiration of that five-year validity period, a temporary certificate holder must meet all the requirements for the Professional Educator’s Certificate. He or she must apply for the professional certification before the temporary certificate expires, thus insuring uninterrupted certification coverage.

The requirements for the Professional Educator’s Certificate will vary slightly from one applicant to another, depending on an individual’s academic background. When an individual applies to the Florida Department of Education for a Temporary Educator’s Certificate, he/she will first receive an *Official Statement of Status of Eligibility* which will outline all the requirements that must be met in order to be eligible for the Professional Educator’s Certificate within three fiscal years. These requirements, while they can vary from individual to individual, generally include:

- Earning a passing score on all four subsections of the General Knowledge Test.
- Earning a passing score on the appropriate Subject Area Exam(s).
- Completing a minimum of 15 semester hours of education courses that provide training in methodology and pedagogy (*Note: This requirement may be met by successful completion of the district Professional Development Certification Program*).
- Earning a passing score on the Professional Education Test and completing one year of successful classroom teaching experience.

Only after the recipient of an Official Statement of Status of Eligibility has passed a fingerprint background check and has been hired as a teacher in a public-school district will the Florida Department of Education issue him or her a Temporary Educator's Certificate.

Professional Educator's Certificate

The Professional Educator's Certificate has a validity period of five fiscal years and is renewable. (*Note: A fiscal year begins on July 1 and ends on June 30.*) The professional certificate can be renewed at any time during the last fiscal year of the validity period.

There are many ways to renew a professional certificate, the most common of which is to renew with semester hours of college credit or in-service points. Certificate renewals applied for after July 1, 2014, will also be required to include at least 1 semester hour (or 20 in-service points) in teaching students with disabilities. (*Note: 3 semester hours of college credit is the equivalent of 60 in-service points.*)

If a professional certificate contains *one subject area* of coverage, it may be renewed by completing 6 semester hours of college credit (or the equivalent in-service points), 3 semester hours of which *must* be in an ***Appropriate Category/Topic for Renewal***. (Note: College credit or in-service points earned in ESOL, Reading, or ESE required area can be banked future certificate renewals.)

If a professional certificate contains *two subject areas* of coverage, it may be renewed by completing 6 semester hours of college credit (or the equivalent in-service points), all of which *must* be in an ***Appropriate Category/Topic for Renewal***.

If a professional certificate contains *more than two subject areas* of coverage, all of those subject areas must be renewed during two successive renewal periods if they are to be retained on the certificate. Completing 6 semester hours of college credit (or the equivalent in-service points) in an ***Appropriate Category/Topic for Renewal*** during one renewal period will renew two subject areas on the certificate. The remaining subject areas must then be renewed during the successive renewal period by completing 3 semester hours of college credit (or the equivalent in-service points) in an ***Appropriate Category/Topic for Renewal*** for **each** subject area not renewed in the previous renewal period.

Endorsements (e.g. Reading, ESOL, Athletic Coaching, Gifted, etc.) do not need to be renewed. They carry over automatically when a certificate is renewed.

A complete list of categories/topics that can be used for renewal of a professional certificate and information about alternative ways to earn in-service points used for certificate renewal can be obtained from the Certification Specialist in the Division of Human Resources.

SALARY/BENEFITS



SALARY/BENEFITS

FULL TIME EMPLOYEES. Employees will be paid a contracted salary amount based on the board-approved Employee Compensation Plan, and will be entitled to benefits as further described in this section. All full-time instructional and instructional support salaries are based upon a seven and one-half hour work day, while administrators are based on an eight-hour work day. Employees will be paid on a twenty-six (26) pay period basis. Employees whose last working day is May 25 thru June 11, 2023, will receive the balance of their contract on their last working day of the year. All other employees will receive the balance of their contract on the next scheduled pay date following their last working day.

PART-TIME/HOURLY EMPLOYEES. Employees will be paid on an hourly basis in accordance with the board-approved Employee Compensation Plan. Employees in this category are not eligible for insurance or paid leave benefits.

SUMMER SCHOOL EMPLOYEES. Employees will be paid on an hourly basis in accordance with the rate established by funding source. Pay dates shall follow the district scheduled payroll calendar.

PAY CHECK QUESTIONS. Questions regarding paychecks should be directed first to the school's bookkeeper. If the school's bookkeeper cannot provide an answer, questions may be directed to Tangela Jones, ext. 1113 in the Finance Division.

PAY DATES. Scheduled pay dates will be every other Friday, following the Board approved payroll calendar. The scheduled pay dates are located on the district website under the Human Resources tab. Look for documents and then the Payroll Calendar.

DIRECT DEPOSIT. Direct Deposit is mandatory for all employees. Direct Deposit authorization allows the Division of Human Resources to automatically credit an employee's bank account on payday for the net pay amount of employees. The transaction is performed by the bank and the funds are made available to employees that same day. An employee must have a current checking or savings account at any bank, savings and loan, or credit union. Forms can be obtained from the Division of Human Resources to begin this procedure.

INSURANCE BENEFITS. Coverage for health, life, dental and vision insurance is available for salaried employees who work 30 hours or more every week. Payroll deductions are made for those employees who elect to purchase medical coverage or any additional benefit options that may be offered. Current coverage is effective the first day of the month following 45 days of employment. **It is the employee's responsibility to make an appointment with Albritton Insurance Services, LLC, (863)993-4101, to sign up for insurance benefits.**

Any employee going on extended leave which is covered under the Family Medical Leave Act may remain under group coverage if he/she pays the employee share of the monthly premium. Employees who are unable to return to work after an approved leave and terminated employees may exercise certain rights to continue coverage through COBRA at their own expense. Contact Vicki McCorquodale, ext. 1114, for details. Employees who resign or are not reappointed at the end of the school year will only be insured for the 30 days after their termination date.

MEDICAL INSURANCE

The School Board offers a choice of medical coverage to employees. **Employees must enroll within the first 45 days of employment, or they must wait for the annual enrollment process in August.** The health insurance is with Florida Blue and employees have a choice of an HMO or PPO plan. Employee costs **per pay period** are as follows:

HEALTH INSURANCE (Choose one of three options)

Plan A - Alternative to a health plan: Flexible Spending Account (FSA) with \$750.00 per year.

For employees that **do not choose health coverage**, we offer a Flexible Spending Account with \$750.00 per year that can be used towards the employee's or their dependent's out of pocket medical expenses. The plan's funds do not roll over to the next year and any amount not used at the end of the plan year will be returned to the District. The plan year runs from January 1st to December 31st of each year. The \$750.00 benefit is prorated if you enroll in the plan after January.

Plan B - Health Insurance – Florida Blue PPO “B” \$600.00 for Employee Only and \$1,200.00 for Employee + Dependent tiers* to pay toward medical deductibles.

Deductible: In-Network \$1500 per person/\$3000 per family, Out-of-Network \$6000 per person/\$12000 per family. Preventive Services: \$0 Copay. In-Network Primary Care & Specialist Office Visit: Deductible + 20% Coinsurance. Teladoc: \$0 Copay. In-Network Emergency Room, Inpatient & Outpatient Hospitalization: Deductible + 20% Coinsurance. Rx tiers: (Deductible does not apply) \$15 Generic/\$40 Preferred/\$60 Non-Preferred. Employee premiums are:

Employee Only	\$86.86/pay period
Employee + Spouse	\$400.75/pay period
Employee + Child(ren)	\$328.35/pay period
Family	\$499.54/pay period
2 Employee-Family	\$143.52/pay period/employee

Plan C - Health Insurance – Florida Blue HMO “Blue Care” Plan 48 (You must select a primary care physician)

***Includes HRA Contributions in the amount of \$600.00 for Employee Only and \$1,200.00 for Employee + Dependent tiers* to pay toward medical deductibles.**

Deductible: In-Network Only \$1500 per person/\$3000 per family. Preventive Services: \$0 Copay. In-Network Primary Care & Specialist Office Visit: Deductible + 20% Coinsurance. Teladoc: \$0 Copay. In-Network Emergency Room, Inpatient & Outpatient Hospitalization: Deductible + 20% Coinsurance. Rx tiers: (Deductible does not apply) \$15 Generic/\$40 Preferred/\$60 Non-Preferred. Employee premiums are:

Employee Only	\$44.70/pay period
Employee + Spouse	\$322.38/pay period
Employee + Child(ren)	\$264.26/pay period
Family	\$402.03/pay period
2 Employees-Family	\$94.77/pay period/employee

BASIC GROUP TERM LIFE & AD&D

A \$20,000 Term Life and \$20,000 Accidental Death/Dismemberment policy goes into effect the first day of the month following 45 days of employment. The employee must be enrolled to be eligible for the benefit. This premium is fully paid by the School Board for all active employees. Coverage reduces by 65% of the original amount upon attainment of age 65, further reduces to 50% of the original amount upon attainment of age 70. Retirees are not eligible for AD&D Coverage. Basic Term Life is available to retirees at their own expense.

BENEFITS AVAILABLE AT 100% EMPLOYEE COST. The following benefits are available to full-time employees at 100% employee cost. Contact Albritton Insurance Services, LLC, (863) 993-4101, for more information.

**VISION/DENTAL/OTHER INSURANCE
DEDUCTIONS ON A PRE-TAX BASIS**

Dental Insurance – Available through Blue Dental Choice. Per pay period costs are:

\$19.53	Employee only
\$57.19	Employee & family

Vision Insurance – Available through Davis Vision. Per pay period costs are:

Option One

\$2.24	Employee Only
\$4.49	Employee + Spouse
\$4.71	Employee + Child(ren)
\$6.50	Family

Option Two

\$3.28	Employee Only
\$6.57	Employee + Spouse
\$6.89	Employee + Child(ren)
\$9.52	Family

Accidental Death/Dismemberment – Available in coverage from \$10,000 to \$500,000. Cost is determined by the amount of coverage chosen. Coverage is limited to ten times the employee's annual salary.

Supplementary Insurances – Available through AFLAC, Liberty National, NTA, American Heritage and/or Washington National. The names of representatives to contact are available from Vicki McCorquodale at ext. 1114.

**VOLUNTARY GROUP TERM LIFE/DISABILITY INSURANCE
** DEDUCTIONS ON A POST-TAX BASIS****

Voluntary Life – Employees may choose additional term life insurance up to \$170,000 (guaranteed issue amount) or up to \$500,000 (through medical underwriting) at low cost group rates, depending on age and amount of coverage. Coverage is limited to five times the employee's annual salary.

Dependent Life – Employees may choose to cover spouse for 50% of the employee's purchased voluntary life. Dependent children between 6 months and 18 years may be covered for either \$5,000 or \$10,000. *Eligibility will continue to age 30 years for children who are full-time students and dependent upon the insured for support and maintenance.

Disability / Salary – Disability income insurance is available through Florida Combined Life. Premiums are based on the amount of coverage chosen. Additional information about any insurance can be obtained from Albritton Insurance Services, LLC (863) 993-4101.

OTHER BENEFITS

RETIREMENT. The School District of DeSoto County participates in the Florida Retirement System (FRS). Both Employee & Employer pay in retirement contributions effective 7/1/2011 with the exception of Deferred Retirement Option Program (DROP) participants or Retirees rehired after 7/1/2010. The employee contribution rate is 3% on a pre-tax basis. Employees hired after July 1, 2017 **are automatically enrolled in the FRS Pension Plan; employees have 8 months to decide to either remain in that plan or choose the FRS Investment Plan. If the employee does not notify FRS of their choice after the 8-month time frame, the employee will automatically default into the Investment Plan.** Personal benefits can be viewed on line at <http://www.rol.frs.state.fl.us/>

The Pension Plan

If initially enrolled in FRS before 7/1/2011: Vesting time is 6 years of service. Full retirement is paid at 30 years of service or age 62

If initially enrolled in FRS after 7/1/2011: Vesting time is 8 years of service. Full retirement is paid at 33 years of service or age 65.

Pension Retirement is a fixed benefit determined by a formula based on age, salary and years of service.

The Investment Plan

The investment plan is a defined contribution plan. Employees are vested after 1 year of service. The employee chooses how contributions are allocated among various investment funds. This plan is transferable and eligible to be rolled into an annuity with a non-FRS employer if the employee chooses to leave the School District.

Disability benefits are available through FRS for those who are **totally and permanently** disabled.

All members of the Florida Retirement System are required by state law to be covered under Social Security, and contributions for Social Security are automatically deducted from earnings. These contributions are matched by the Board. The local Social Security office provides information regarding Social Security eligibility and benefits.

TAX SHELTERED ANNUITIES. TSAs are available through various companies. Contact Vicki McCorquodale, ext. 1114, for a list of representatives.

SUNCOAST CREDIT UNION. The Suncoast Credit Union provides services for employees in terms of savings programs and loans. The credit union is located at 1711 East Oak Street, Arcadia, Florida, 34266, with their Main Office at 6801 East Hillsborough Avenue, Tampa, Florida, 33680. Service centers are also located at 19501 Cochran Blvd., Port Charlotte, Florida 33948 and 2310 S. Tamiami Trail, Suite 2129, Punta Gorda, Florida. The nationwide telephone number is 1-800-999-5887. **An ATM machine is located at the District Office, 530 LaSolona Avenue in Arcadia, for the convenience of all employees.**

EMPLOYEE ASSISTANCE PROGRAM (EAP).

All Employees are covered by the EAP with New Directions Behavioral Health, as a board paid benefit, under the Work/Life/Balance portion of that policy. Please contact **New Directions at 800-624-5544 or 816-237-2352** for assistance.

LEAVE BENEFITS

GENERAL. Each employee must secure official permission in advance from the appropriate administrator for any absence from his/her work, unless physically impossible. Absence for illness in excess of accumulated sick leave will be covered by leave without pay. When any employee is absent for illness for a period in excess of his/her accumulated sick leave time, he/she should make timely application for such leave for the period involved.

Any employee who is willfully absent from duty without leave shall forfeit compensation for the time of such absence, and his/her contract, if any, shall be subject to cancellation by the School Board.

Any absence not officially approved in advance breaks continuity of service, which may have negative implications in other areas such as benefits.

ANNUAL (VACATION) LEAVE BENEFITS. Only persons employed on a twelve-month basis are granted vacations. Vacation time must be approved by the immediate supervisor. Accruals for twelve-month personnel are established as follows, up to a maximum balance of 240 hours:

0-5 consecutive years of employment	1 day per month
6-10 consecutive years of employment	1 ¼ days per month
11 or more consecutive years of employment	1 ½ days per month

HOLIDAYS. The calendar, which is adopted annually by the Board, establishes paid and non-paid holidays to be observed during the year. Paid holidays are included in the normal number of work days on the work calendar. (For example, teachers are paid for 196 days, which includes 190 working days plus 6 paid holidays.) Non-paid holidays are not counted as working days.

BEREAVEMENT LEAVE.

All full-time employees who have completed a six-month probationary period in their appointed position shall be credited with two days bereavement leave on a fiscal year basis, in the event of a death in their immediate family. Immediate family is defined as a spouse, parent, sibling, child, grandparent, grandchild, or in-law or step-relative counterparts.

Bereavement leave is not cumulative. Employees will not be paid bereavement leave for days not scheduled to work on their pay calendars. Employees are required to provide a copy of the obituary or other satisfactory document. Bereavement leave ordinarily is to be used within 20 days of the death of the family member, unless the employee documents a legitimate reason to extend this period.

TRANSFER OF SICK LEAVE FROM ANOTHER SCHOOL DISTRICT.

School Board Policy # 3430.03 provides that “Sick leave may be transferred from other public schools in Florida funded through the Florida Education Finance Program (FEFP). Transferred days may only be credited in a number equal to the number of days earned in this District.”

In compliance with this policy, the School District of DeSoto allows newly-hired instructional, administrative, and support employees to transfer all unused sick leave time from their previous employer, a public-school district in Florida. All transferred sick leave time will be “banked” and then credited annually to the employee in a number equal to the number of hours earned in this District each year. (For example, a teacher earning 10 sick leave days per year will receive 10 additional sick leave days from his/her bank at year’s end.)

The Superintendent of Schools may approve the release of additional banked sick leave time to an employee if that employee experiences an extended illness or incapacity documented by a physician.

All sick leave time accrued while employed in this District, along with all transferred and banked sick leave time, may be transferred to another public-school district, at the employee’s request and upon termination of employment.

SICK LEAVE TRANSFER PROGRAM. Any full-time school district employee may authorize any other full-time school district employee to use sick leave that has accrued to the authorizing employee, regardless of the existence or non-existence of any familial or marital relationship. Such sick leave may be transferred to another full-time employee pursuant to the following restrictions or conditions:

1. The recipient of the sick leave must provide documentation by a treating physician of the illness, accident, or injury for which the sick leave is authorized, establishing a need for a minimum of 5 days of leave time and be eligible under FMLA.
2. The recipient must have no remaining sick or annual leave time.
3. The recipient is limited to accepting no more than 60 days of transferred sick leave time in any 12-month period.
4. The donor of the sick leave time must retain a balance of at least 10 days of sick leave time for his/her own personal use. The 10-day balance requirement may be waived if the donor is resigning or retiring.
5. Any sick leave time unused by the recipient must be returned to the donor of the sick leave time.

This policy is intended to expand the availability and use of sick leave time among all full-time employees and replaces the sick leave bank which had previously placed restrictions on membership.

SICK/PERSONAL/EMERGENCY LEAVE.

1. Each person employed on a full-time basis who is unable to perform his/her duties as such employee because of his/her own illness, or because of the illness or death of his/her father, mother, brother, sister, husband, wife, child or other immediate family such as grandfather, grandmother, grandson, granddaughter or other member of his/her own household, and who consequently has to be absent from his/her work, shall, for such necessary absence, be entitled to four days of personal/sick leave as of the first day of employment of each contract year.

Employees shall thereafter earn one day of personal/sick leave for each month of employment, which shall be credited to the employee at the end of that month, and which shall not be used prior to the time it is earned and credited to that employee, (provided that employees shall be entitled to earn no more than one day of personal/sick leave times the number of months of employment during the year of employment,) and further provided that such leave shall be taken only when necessary because of sickness as herein prescribed.

Such sick leave shall be cumulative from year to year without limitation on the number of days of sick leave that may accrue to any employee. At least one-half of such cumulative leave must be established within this school district.

Six days per year may be used for personal leave, with any unused personal time added to the sick leave balance at year end.

2. In case of reasonable doubt as to the validity of any sick leave claim, the Superintendent or his/her designee may require a supporting certificate of illness from a licensed physician or, at the Superintendent's discretion, from the county health officer.
3. Any employee who has not used sick leave, which includes personal and emergency leave, at the completion of a full year of employment shall be awarded one (1) day's pay within five (5) working days after the close of the contractual year. Employees hired any time after the first day of the regular contractual year shall not be eligible for one (1) day's sick pay for that year.

TEMPORARY PROFESSIONAL LEAVE (TEMPORARY DUTY). Professional leave days with pay may be granted to personnel to represent the School District of DeSoto County on temporary (reassignment) for the purpose of attending or participating in school-system-approved, educationally-related professional meetings. These may include but are not limited to educational workshops, seminars, or conferences sponsored by professional organizations, colleges, universities, or government or private agencies concerned with public school matters, and visitations for the purpose of observing instructional techniques or programs. Employees are also entitled to two (2) Temporary Duties a year per child for field trips, parent conferences, award ceremonies, etc. Any time employees leave their worksite to attend events listed above, or to visit out-of-county sites, a *Temporary Duty* request must be submitted in Skyward and approved. All such leaves must be approved by the Superintendent at least five (5) days in advance.

ILLNESS/INJURY-IN-LINE-OF-DUTY LEAVE.

1. Employees shall be eligible for Illness/Injury in the Line of Duty as specified in Florida Statute § 1012.63. Any full-time employee covered by the master agreement between the School Board and DCEA and ESP shall receive illness-in-line-of-duty benefits in keeping with the most current negotiated agreement. All other employees shall be covered as contained herein.
2. Any full-time employee shall be entitled to illness-in-line-of-duty leave when he/she has to be absent from duty because of illness from any contagious or infectious disease contracted therein. This policy is intended to deal with outbreaks of measles, mumps, chicken pox, lice, and scabies. It is not intended to include normal adult illness such as common colds or influenza.
3. Any employee requesting an illness-in-line-of-duty leave shall provide proof, when so requested, that illness was contracted while discharging the duties and an employee of the School Board. Such leave may be authorized for a total not to exceed ten (10) school days during any fiscal year.
4. Employees injured in the line of duty and entitled to Worker's Compensation benefits shall be granted the use of additional sick leave days as he/she may have accumulated until the Worker's Compensation indemnity benefits begin. The employee may elect to continue full salary by the use of the accumulated sick leave, or if he/she chooses, receive payments from Worker's Compensation. Any payment received from Worker's Compensation for the same period paid by the School Board shall be reimbursed to the School Board.
5. Upon written request, an employee injured in the line of duty and entitled to Worker's Compensation benefits shall be granted up to ten (10) work days upon verification of the injury as work related. The Board, at its sole option, may increase the number of days in keeping with Florida Statutes on a case-by-case basis as is brought before the Board. Any payment received from Worker's Compensation for the same period paid by the School Board shall be reimbursed to the School Board.

LEAVE FOR LEGAL COMMITMENTS AND TRANSACTIONS. Requests for the following shall be made at least five working days in advance of the date of absence.

1. An employee who is absent because of a mandatory subpoenaed appearance shall incur no reduction in pay because of such appearance. A copy of the subpoena must accompany the leave request.
2. An employee may serve on temporary assignment on jury duty without loss of pay. Any jury duty compensation shall be retained by the employee.
3. An employee released from jury duty with sufficient time remaining to return to his/her job center to complete at least one-half day of duty shall do so, unless released by the supervisor.

DOMESTIC VIOLENCE. An employee may take up to three working days of uncompensated leave in any 12-month period if the employee or a family or household member of an employee is the victim of domestic violence. The employee must have been employed for at least three months and must use the leave to seek an injunction, to obtain medical care and/or mental health counseling, to obtain services from a victim-services organization, to secure the home or seek new housing, or to seek legal assistance. Except in cases of imminent

danger, an employee seeking leave must provide appropriate advance notice of the leave according to school policy along with sufficient documentation. All information relating to the employee's leave will be kept confidential and will be exempt from disclosure to the extent authorized by law.

MILITARY LEAVE. Military leave shall be granted as required by law or Florida State Board of Education Regulations.

FAMILY AND MEDICAL LEAVE ACT. The School District will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the School District refers to these types of leaves collectively as "FMLA Leave." No greater or lesser leave benefits will be granted than those set forth in such state or federal laws. In certain situations, the federal law requires that provisions of state law apply. In any case, employees will be eligible for the most generous benefits available under applicable law.

Please contact your supervisor as soon as you become aware of the need for a FMLA Leave. Employees are expected to provide prompt notice to the School District of any change(s) to an employee's return to work date. Accepting other employment, continuing to work in another job, or filing for unemployment insurance benefits while on leave may be treated as a voluntary resignation from employment.

a) Employee Eligibility

To be eligible for FMLA Leave benefits, an employee must have worked for the School Board of DeSoto County for at least twelve (12) months and at least 1,250 hours during the preceding twelve (12) months.

Employees may take up to twelve (12) weeks of unpaid leave in a twelve (12) month period for the following reasons:

1. The birth of a son/daughter and to care for the child.
2. The adoption of a child or the placement of a foster child.
3. In order to care for his/her spouse, son, daughter, or parent who has a serious health condition.
4. A serious health condition which renders the employee unable to perform the essential functions of the employee's position.
5. Because of a qualifying emergency arising out of the fact that the employee's spouse, child, (of any age), or parent is a retired or reservist member of the military who is on active duty or who has been notified of an impending call or order to active duty in support of a contingency operation. Leave under this subsection is not available for an employee whose family member is on active duty as a member of the Regular Armed Forces.

Additionally, eligible employees may take up to twenty-six (26) weeks of unpaid leave ("Military Caregiver Leave") in a single twelve (12) month period in order to care for the employee's spouse, child, (of any age), parent or next of kin who is:

- (a) a military service member who is undergoing medical treatment, recuperation, or therapy, or who is in outpatient status, or who is otherwise on the temporary disability retired list, for a

serious injury or illness incurred in the line of duty while on active duty in the Armed Forces that may render the individual medically unfit to perform his or her military duties; or

(b) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs) and who has a serious injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran.

b) Length of Leave

The maximum amount of FMLA Leave will be twelve (12) workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses (or registered domestic partners) work for the School District and are eligible for leave under this policy, the spouses (or registered domestic partners) will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. A 12-month period begins on the date of the employee’s first use of FMLA Leave. Successive 12-month periods commence on the date of your first use of such leave after the preceding 12-month period has ended.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single 12-month period. A single 12-month period begins on the date of your first use of such leave and ends 12 months after that date. If both spouses work for the School District and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

Leave time will only be counted as FMLA leave when the employee would be otherwise working. For example, teachers typically are not required to work during the spring, summer, and winter breaks. Thus, if the employee took FMLA leave before one of these breaks, the period of the break does not count as FMLA leave weeks for that employee. (For example, a teacher takes FMLA commencing December 1. Winter break runs from December 19 to January 3. This period of December 19 through January 3 does not count as FMLA leave for the teacher.)

Since clerical, maintenance, security, and some administrative employees are required to work some or all of the periods of summer, winter, and spring breaks, these weeks would be counted as FMLA leave for those employees. Weeks in which the school is open for a portion of the week, such as Thanksgiving week and President's Day week, would be counted toward FMLA leave for all employees.

Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time or by reducing their normal weekly or daily work schedule. Leave taken intermittently may be taken in increments of no less than one hour.

To the extent required by law, some extensions to leave beyond an employee’s FMLA entitlement may be granted when the leave is necessitated by an employee’s work-related injury/illness, a pregnancy related disability, or a “disability” as defined under the Americans

with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

c) Notice and Certification

(i) Bonding, Family Care, Serious Health Condition, and Military Caregiver Leave Requirements

Employees are required to provide:

1. When the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this and practical if the leave must begin in less than 30 days (normally this employee becomes aware of the need for leave or the next business day).
2. When the need for leave is not foreseeable, notice within the time prescribed by the School District's the need for leave is not foreseeable, notice within the time prescribed by the School District's normal absence reporting policy, unless unusual prevent compliance, in which case notice is required as soon as is otherwise possible and practical.
3. When the leave relates to medical issues, a completed Certification of Health-Care Provider Form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form).
4. Periodic recertification (upon request)
5. Periodic reports during the leave.

Certification forms are available from Human Resources. At the School District's expense, the School District may also require a second or third medical opinion regarding your own serious health condition. Employees are expected to cooperate with the School District in obtaining additional medical opinions that the School District may require.

When leave is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt the School District's operation. Please contact Human Resources prior to scheduling planned medical treatment.

(ii) Military Emergency Leave Requirements

Employees are required to provide:

1. As much advance notice as is reasonable and practicable under the circumstances.
2. A copy of the covered military member's active-duty orders when the employee requests leave.
3. A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Human Resources.

(iii) Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If you fail to return to work at your leave's expiration and have not obtained an extension of the leave, the School District may presume that you do not plan to return to work and have voluntarily terminated your employment.

d) Compensation During Leave

Generally, FMLA Leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored or district-sponsored wage-replacement benefit programs. If you are eligible to receive these benefits, you may also choose to supplement these benefits with the use of accrued vacation and sick leave, to the extent permitted by law and District policy. All such payments will be integrated so that you will receive no more than your regular compensation during this period. If you are not eligible to receive any of these wage-replacement benefits, the School District may require you to use accrued vacation and sick leave to cover some or all of the FMLA Leave. The use of paid benefits will not extend the length of a FMLA Leave.

e) Benefits During Leave

The District will continue making contributions for your group health benefits during your leave on the same terms as if you had continued to work. "Same terms" means that if you want your benefits coverage to continue during your leave, you must also continue to make any premium payments that you are normally required to make for yourself or your dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12-work week period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 work weeks. In some instances, the School District may recover premiums it paid to maintain health coverage if you fail to return to work following a FMLA Leave.

If you are on a FMLA Leave but are not entitled to continued paid group health insurance coverage, you may continue your coverage through the School District in conjunction with federal and/or state COBRA guidelines by making monthly payments to the School District for the amount of the relevant premium. Please contact Human Resources for further information.

Your length of service as of the leave will remain intact, but accrued benefits such as vacation and sick leave will not accrue while on an unpaid FMLA Leave.

f) Job Reinstatement

Under most circumstances, you will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not gone on leave, or if your position has been eliminated during the leave, then you will not be entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took the intermittent leave.

“Key employees,” as defined by law, may be subject to reinstatement limitations in some circumstances. If you are a “key employee,” you will be notified of the possible limitations on reinstatement at the time you request a leave.

g) Certain Rules for Instructional Employees

"Instructional employees" are those whose principal function is to teach and instruct students in a class, small group or individual setting. Thus, "instructional employees" includes not only teachers in the school, but also athletic coaches, driving instructors, and special education assistants, such as signers for the hearing impaired. For "instructional employees," the following rules apply:

- With regard to intermittent or reduced schedule leave (for an employee's own serious health condition, to care for a covered service member, or to care for a sick family member with a serious health condition), if the medical leave is foreseeable based on planned medical treatment and the employee is scheduled to be off work *more than* 20% of the working days during the period of medical leave (for an instructional employee working five (5) days a week, 20% would be one (1) day), the school may require the employee to choose:
 - To take leave of a particular duration not to exceed the duration of the planned leave (the entire period of leave is counted as FMLA leave); or
 - To temporarily transfer to another position, so long as such position has equivalent pay and benefits and is a position for which they are qualified. The position also has to better accommodate the employee's intermittent leave.

If leave is requested near the end of the term, the following rules apply regarding job restoration:

Leave within last three weeks of the end of the academic term for a purpose other than the instructional employee's own serious health condition

School may require continuous leave until the end of the term if:

- Period of leave lasts more than five (5) working days.

Leave within last five (5) weeks of the academic term for a purpose other than the instructional employee's own serious health condition

School may require continuous leave until the end of the term if:

- Period of leave is longer than two (2) weeks; and

- Return to work would occur within two (2) weeks of the end of the academic term.

Leave more than five (5) weeks prior to the end of the academic term

School may require continuous leave until the end of the term if:

- Period of leave is at least three (3) weeks;
- Return to work would occur during the last three (3) weeks of the academic term.

In these cases, only the period of leave taken until the employee is ready to return to work may be charged against the instructional employee's twelve (12) weeks (not the additional time the school requires the employee to not work).

For additional information please refer to School Board Policy 151.13 on the School District website.

UNCOMPENSATED PERSONAL LEAVE;

The Board may grant personal leave without pay to any employee with four (4) years of experience for justifiable reasons and for a period of time, subject to such conditions as it may determine appropriate. (DCEA-Article 21 Section 2)

1. A leave of absence for a period not to exceed twelve (12) months of time and will end June 30th of each year. A new leave of absence must be applied for and must be approved by the Principal or other immediate supervisor and the Superintendent. Automatic renewals are not allowable; however, a new request for leave may be filed at the expiration of the leave and a new leave granted at the discretion of the school board. The second request must be based on the requirements of efficient operation of the school system as well as on consideration of what is fair to the employee. No employee will be granted leave under this this policy for more than one (1) fiscal year.
2. An employee on personal leave must notify his/her supervisor and the Department of Human Resources, in writing, as to his/her intentions regarding employment for the following fiscal year. This notification must be done no later than April 1 of the fiscal year in which he or she is on leave. Failure to do so shall relieve the Board of any responsibilities or contractual obligations.
3. An administrator, upon return from personal leave, may apply for any existing open administrative positions for which the individual qualifies. If there are no open administrative positions for which the individual can apply, and the person holds a valid Florida teaching certificate, has at some point in time been employed as a teacher with the School Board of DeSoto County, and had received a Continuing Contract or Professional Services Contract in DeSoto County, the individual will be placed in a teaching position that meets his/her certification area.
4. Instructional employees returning from leave may be required to wait until the following semester if:
 - a. Leave begins five (5) or more weeks prior to semester's end, lasts more than three (3) weeks and the employee wants to return within the last three (3) weeks of the semester;
 - b. Leave (except personal sick) begins less than five (5) weeks prior to semester's end, lasts more than two (2) weeks and the employee wants to return within the last two (2) weeks of the semester;

- c. Leave (except personal sick) begins three (3) or fewer weeks before semester's end and the leave period is greater than five (5) working days.
- 5. Support employees returning from leave, may be reinstated to the same position held at the time of leave or an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, after returning from leave of absence (LOA) if there are no available positions or if your position has been eliminated during leave, then you will not be entitled to reinstatement.
- 6. Board action shall not be required for a short period, up to twenty (20) days of personal leave when, in the judgment of the Superintendent or designee, the leave would be:
 - a. In the best interest of the district; or
 - b. In the best interests of the staff member and the leave would not impair District functions. Prior approval must be obtained by the staff member.
- 7. While on personal leave, employees who elect to maintain health insurance are responsible for payment of the appropriate premiums and must contact Vicki McCorquodale, ext. 1114, to arrange payment.
- 8. An employee on personal leave may not be employed by the school board in any capacity other than as a substitute or temporary part-time employee.

EXTENDED PROFESSIONAL LEAVE. Long-term instructional employees with not less than four (4) full years of service in DeSoto County Schools may request non-paid extended professional leave for the purpose of job-related educational improvement study for a period of time not less than one (1) semester nor more than one (1) school year.

BENEFITS CONTINUATION DURING UNPAID LEAVE OF ABSENCE. There are specific requirements for continuation of benefits under FMLA and COBRA. Please see those policies for details about benefit continuation under those programs.

During any other unpaid leave of absence, it is the expectation that you will pay the full cost of your benefits (organization and employee share.) Coverage can only be continued if you arrange in advance to pay for your benefits.

To maintain any of your benefits (health, life, disability, etc.), you are responsible for paying the entire premium amount by the first of every month for the month of coverage. If you fail to make the payments as prescribed, coverage will be cancelled. If coverage is cancelled, your benefits will end on the last day of the month for which a premium has been paid. As a courtesy, you will be provided a notice of intent to cancel with a fifteen (15) -day grace period in which to get premiums current prior to cancellation.

School District of DeSoto County

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Effective Date of Notice: December 1, 2004

The **School District of DeSoto County** (the “Plan”) is required by law to take reasonable steps to ensure the privacy of your personally identifiable health information and to inform you about:

- The Plan’s uses and disclosures of Protected Health Information (PHI).
- Your privacy rights with respect to your PHI.
- The Plan’s duties with respect to your PHI.
- Your right to file a complaint with the Plan and the Secretary of the U.S. Department Health and Human Services.
- The person or office to contact for further information about the Plan’s privacy practices.

The term “Protected Health Information” (PHI) includes all individually identifiable health information transmitted or maintained by the Plan, regardless of form (oral, written, electronic).

Section 1. Notice of PHI Uses and Disclosures

Upon your request, the Plan is required to give you access to certain PHI in order to inspect and copy it. Use and disclosure of your PHI may be required by the Secretary of the Department of Health and Human Services to investigate or determine the Plan’s compliance with the privacy regulations.

Uses and disclosures to carry out treatment, payment and health care operations

The Plan and its business associates will use PHI without your consent, authorization or opportunity to agree or object to carry out treatment, payment and health care operations. The Plan also will disclose PHI to the Plan Sponsor, DeSoto County School District, for purposes related to treatment, payment and health care operations. The Plan Sponsor has amended its plan documents to protect your PHI as required by federal law.

Treatment is the provision, coordination or management of health care and related services. It also includes but is not limited to consultations and referrals between one or more of your providers.

Payment includes but is not limited to actions to make coverage determinations and payment (including billing, claims management, subrogation, plan reimbursement, reviews for medical necessity and appropriateness of care and utilization review and pre-authorizations).

Health care operations activities include but are not limited to quality assessment and improvement, underwriting, premium rating and other insurance activities relating to creating or renewing insurance contracts. It also includes case management, business planning and development, business management and general administrative activities.

Uses and disclosures that require your written authorization

Your written authorization generally will be obtained before the Plan will use or disclose psychotherapy notes about you from your psychotherapist. Psychotherapy notes are separately filed notes about your conversations with your mental health professional during a counseling session. They do not include summary information about your mental health treatment. The plan may use and disclose such notes when needed by the Plan to defend against litigation filed by you.

Uses and disclosures that require that you be given an opportunity to agree or disagree prior to the use or release

Disclosure of your PHI to family members, other relatives and your close personal friends is allowed if:

- the information is directly relevant to the family or friend's involvement with your care or payment for that care; and
- you have either agreed to the disclosure or have been given an opportunity to object and have not objected.

Uses and disclosures for which consent, authorization or opportunity to object is not required

Use and disclosure of your PHI is allowed without your consent, authorization or request under the following circumstances:

- When required by law.
- When permitted for purposes of public health activities.
- When authorized by law to report information about abuse, neglect or domestic violence to public authorities if there exists a reasonable belief that you may be a victim of abuse, neglect or domestic violence. In such case, the Plan will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm.
- The Plan may disclose your PHI to a public health oversight agency for oversight activities authorized by law
- The Plan may disclose your PHI when required for judicial or administrative proceedings.
- When required for law enforcement purposes (for example, to report certain types of wounds).
- For law enforcement purposes, including for the purpose of identifying or locating a suspect, fugitive, material witness or missing person.
- When required to be given to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death or other duties as authorized by law
- The Plan may use or disclose PHI for research, subject to conditions.
- To prevent or lessen a serious threat to health or safety of a person or the public and the disclosure is to reasonably able to prevent or lessen that threat.
- When authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law.
- We may release PHI about you to authorized federal officials for national security activities authorized by law, or if you are a member of the armed forces as required by military command authorities.

Except as otherwise indicated in this notice, uses and disclosures will be made only with your written authorization subject to your right to revoke such authorization.

Section 2. Rights of Individuals

You may request the Plan to restrict uses and disclosures of your PHI to carry out treatment, payment or health care operations, or to restrict uses and disclosures to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. However, the Plan is not required to agree to your request.

The Plan will accommodate reasonable requests to receive communications of PHI by alternative means or at alternative locations. You or your personal representative will be required to complete a form to request restrictions on uses and disclosures of your PHI.

All such requests should be made to the Plan's Privacy Officer as set forth in Section 5 at the end of this Notice. Depending on the nature of the request, you will be given more information at that time, including any exceptions to the rules that may apply to your case.

You have the following rights regarding your PHI:

Right to Inspect and Copy PHI. You have a right to inspect and obtain a copy of your PHI contained in a "designated record set," for as long as the Plan maintains the PHI.

- **Right to Amend PHI.** You have the right to request the Plan to amend your PHI when that information is incorrect, with certain exceptions that will be communicated to you if you seek to amend your own health information.
- **The Right to Receive an Accounting of PHI Disclosures.** At your request, the Plan will also provide you with an accounting of disclosures, other than for disclosures made: (1) to carry out treatment, payment or health care operations; (2) to individuals about their own PHI; or (3) prior to the compliance date; (4) based on your written authorization.
- **The Right to Receive a Paper Copy of This Notice Upon Request.** To obtain a paper copy of this Notice contact the following officer listed in Section 5.

Section 3. The Plan's Duties

The Plan is required by law to maintain the privacy of PHI and to provide individuals (participants and beneficiaries) with notice of its legal duties and privacy practices.

This notice is effective beginning **December 1, 2004** and the Plan is required to comply with the terms of this notice. However, the Plan reserves the right to change its privacy practices and to apply the changes to any PHI received or maintained by the Plan prior to that date. If a privacy practice is changed, a revised version of this notice will be provided to all Plan Participants within 60 days of a material revision to this Notice.

Section 4. Your Right to File a Complaint:

If you believe that your privacy rights have been violated, you may complain to the Plan's Privacy Office at the address listed below. You may also file a complaint with the Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington, D.C. 20201. You will not be penalized for filing a complaint.

Section 5. Whom to Contact for More Information

If you have any questions regarding this notice or the subjects addressed in it, you may contact the Plan's Privacy Officer:

School District of DeSoto County
530 LaSolona Avenue, Arcadia
Florida, 34266
863-494-4222, ext. 1002

Conclusion

PHI use and disclosure by the Plan is regulated by a federal law known as HIPAA (the Health Insurance Portability and Accountability Act). You may find these rules at 45 *Code of Federal Regulations* Parts 160 and 164. This notice attempts to summarize the regulations. The regulations will supersede any discrepancy between the information in this notice and the regulations.

WORKERS' COMPENSATION



WORKERS' COMPENSATION MANAGED CARE ARRANGEMENT

Employee's Rights and Responsibilities

RESPONSIBILITIES

As an employee participating in the Managed Care Arrangement, you agree to:

- Report any injury sustained by you on the job to your supervisor/manager as soon as it occurs.
- Complete a First Report of Injury form (on SDDC website under Human Resources) and obtain a copy for your records.
- Follow the Primary Care Provider's (PCP) instructions for any medical specialist referral or treatment and ensure all medical treatment is handled through the PCP.
- Cooperate with all persons providing you care and treatment, which includes you, The School District, the PCP and Florida School Boards Insurance Trust (FSBIT).
- Keep all scheduled appointments for medical care and evaluation; and return to active employment as soon as you are cleared for duty by your medical providers.

RESPONSIBILITIES WHILE ON WORKERS' COMPENSATION LEAVE. Employees who are unable to work due to an injury at work will continue to have certain responsibilities or obligations during the time they are restricted from working. All such responsibilities will be subject to applicable federal, state, and/or local laws.

Specifically, employees restricted from working do an on-the-job injury will be required to:

- Comply with all requirements or requests related to the documentation of leave, including FMLA leave, if applicable.
- Comply with all requirements of the Organization's leave policy (please note employees out of work due to an on-the-job injury may but are not required to use available leave).
- Comply with all requirements related to the employee's continuation of any benefits while on leave.
- Comply with all reasonable requests for information related to the employee's status on leave.
- Comply with all medical restrictions imposed by any medical providers, including as related to any other employment the employee may have.

Employees are advised to review the specific policies related to each of the issues above that are included in the handbook (e.g., Benefits Continuation During Unpaid Leave of Absence). Further, please be advised that intentional actions inconsistent with the medical restrictions issued by an employee's medical providers, including employment at another employer outside of the employee's specific medical restrictions reported to the Organization, may result in disciplinary action, up to and including termination.

RIGHTS

As an employee in the Managed Care Arrangement, you have the right to:

- Receive timely information about your treatment, including available alternatives and their potential effectiveness;
- Receive your treatment with dignity, courtesy, privacy, respect and confidentiality within the confines of the Florida Workers' Compensation Act;
- Appeal any disputed medical or administrative decision using the grievance procedures we have established to assist you; and
- Have access to your medical records and have copies made at your own expense.

GRIEVANCE PROCEDURE.

The School District of DeSoto County has established an administrative grievance procedure to provide a full and fair review of Employee grievances and to assist affected Employees in resolving those grievances. This procedure is intended to place consideration of Employee grievances at the appropriate decision-making levels.

Employees are required to follow the procedures set forth in this plan. The grievance procedure is comprised of both informal and formal steps. A grievance is not considered to be a formal grievance until the employer receives a written grievance, submitted on a Managed Care Arrangement Formal Grievance Form in accordance with the steps below.

The grievance procedure is as follows:

A. INFORMAL STEP

The employee contacts the Managed Care nurse and she will advise the Grievance Coordinator to ask for a review and resolution. If necessary, the Grievance Coordinator will contact an MCC. If the MCC advisor is unable to resolve the dispute to your satisfaction within 30 days, the matter will automatically be referred to the Medical Director. The Medical Director will issue a decision in thirty (30) days unless further information is required, in which case an additional thirty (30) days will be allowed.

B. FORMAL STEP

Should the informal grievance not be resolved to the Employee's satisfaction, the Employee may then file a formal grievance with The DeSoto County School Board by filing a request for grievance reconsideration to the Division of Worker's Compensation at 2728 Centerview Drive, 220 Forest Building, Tallahassee, FL 32399-0685 or call 1-800-342-1741.

WORKPLACE INJURIES. Our organization strives to provide a workplace that is free from any known health or injury hazards. Employees can assist us by bringing forward any health or safety concerns. Employees may speak with their supervisor or our Human Resources Department about any issues related to safety without fear of reprisal or retaliation. Employees may also receive periodic training on workplace safety and responsible handling of hazardous substances.

If an employee sustains a job-related injury or illness, it must immediately be reported to the supervisor, our Human Resources Department, or another member of management. This reporting requirement applies to all injuries, no matter how small or insignificant it may appear initially. The Organization wants to ensure that any injured employee receives prompt and appropriate medical attention. Additionally, our organization complies with all federal and state regulatory standards regarding workplace injuries and illnesses. As such, we must make a timely record of any workplace injuries or illnesses. We also are responsible for workers' compensation insurance for employees which provides for medical coverage, disability coverage and loss of work time compensation due to a work-related injury.

Employees may report work-related injuries and illnesses without any concerns of adverse employment action or retaliation by our organization.

**SCHOOL DISTRICT OF DESOTO COUNTY
WORKERS' COMPENSATION
MANAGED CARE ARRANGEMENT**

How to Report Workers' Compensation Injuries

Non-Emergency

Follow these steps if you are involved in a new work-related injury or illness anywhere in Florida which is not an emergency, or life threatening.

1. Report the injury to your supervisor as soon as it occurs, complete a First Report of Injury form (on SDDC website under HR), then proceed to a PPN clinic or Primary Care Physician (PCP).

**Medical Pavilion Walk in Clinic
2525 Harbor Blvd
Suite 102
Port Charlotte, FL 33952
941-629-9190**

2. If you require treatment, a CorCare Network Physician and/or nurse will be assigned for you to see. This will become your PCP.
3. Keep all medical treatment appointments.
4. Follow instructions given to you by your approved medical provider.
5. Keep in contact with both your immediate supervisor and Human Resources, ext. 1004, as to your health status and estimated return to work information from the physician.

Emergency

Follow these steps if you are involved in a work-related injury anywhere in Florida which is serious (excessive bleeding, extreme pain or head injury) and requires immediate emergency treatment:

1. Go to the nearest medical facility which offers emergency care or Call 911 for emergency services. In Arcadia, go to:

**DeSoto Memorial Hospital Emergency Room
900 N. Robert Avenue
Arcadia, FL 34266
863-494-3535**

2. Have a representative from the medical facility contact **FSBIT**
3. When the emergency is over, report the injury to your supervisor if not reported already, complete a First Report of Injury form (on SDDC website under Human Resources), then follow steps 2 through 5 above.

**RESPONSIBILITIES,
REGULATIONS AND POLICIES**



RESPONSIBILITIES, REGULATIONS AND POLICIES

The information contained in the following sections is meant to provide a summary of the actual policy(s), statute(s) or negotiated agreement(s) which govern employer/employee relationships in the School District of DeSoto County. They are in no way intended to supersede or serve as alternates to the actual source documents. We encourage and strongly recommend that you become familiar with the source documents early and often throughout your professional career.

ATTENDANCE. Regular attendance and punctuality are of utmost importance for individual success, as well as for the smooth and efficient operation of the school system.

JOB ABANDONMENT. Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter and will result in discipline.

The organization will consider an employee to have voluntarily resigned their position with the organization if:

- Employee fails to report to work on the expected date of return following an approved absence; or
- Employee fails to provide notice of an unexpected need for an absence and is absent for three consecutive days.

Any staff member who does not meet the attire or grooming standards set by his or her department will be subject to corrective action and may be asked to leave the premises to change clothing. Hourly paid staff members will not be compensated for any work time missed because of failure to comply with designated workplace attire and grooming standards.

The organization also recognizes the importance of individually held religious beliefs to persons within its workforce. The organization will reasonably accommodate a staff member's religious beliefs in terms of workplace attire unless the accommodation creates an undue hardship. Accommodation of religious beliefs in terms of attire may be difficult in light of safety issues for staff members. Those requesting a workplace attire accommodation based on religious beliefs should be referred to the human resources department.

ADMINISTRATIVE STAFF-CONTRACT. All contracts for administrative staff are annual contracts. The first 97 days of the initial contract are the probationary period.

NON-INSTRUCTIONAL (SUPPORT STAFF) CONTRACT. Acceptance of a contract assumes an obligation on the part of the employee signing the contract to complete the term of the contract. A signed *Personnel Action Form* will be considered a contract between the Board and non-instructional personnel.

TEACHER CONTRACT. Effective July 1, 2011, school districts in Florida are no longer permitted to issue Professional Service Contracts (PSC) to instructional personnel. All newly

hired instructional personnel as of that date will receive a one (1) -year Probationary Contract. All subsequent contracts will be Annual Contracts. All full-time and part-time instructional personnel will be required to sign a contract. The contracts shall be issued no later than the first day of December each year to teachers holding a valid Florida teaching certificate.

ACCIDENTS AND INJURIES AT WORK. All on-the-job accidents or illness must be reported to the employing supervisor as soon as they occur. The accident form (Notice of Injury) **MUST** be completed on the day of the accident, and forwarded to Human Resources at the District Office. See the Worker's Compensation section in this handbook for more information.

ADDRESS CHANGE. Address or telephone number changes must be requested by the employee through the skyward system under EMPLOYEE ACCESS to be approved by Amber Grantham ext. 1110 in the Human Resources Division.

NAME OR FAMILY STATUS CHANGE. Any legal changes, such as name, marital status, and/or dependents must be made at the school or division site through the bookkeeper, who will complete a Personnel Action Form. The required legal documents (marriage license, divorce papers, driver license or social security, etc.) are collected by the bookkeeper and sent to Amanda Ridley ext. 1004, Human Resources Specialist. Changes in beneficiaries are to be made to Vicki McCorquodale at ext. 1114. **Employees must keep this information current with the Human Resources Division. Please make all notifications in writing so that records for payroll, insurance, beneficiaries and retirement are current.**

WORK WEEK. The workweek begins at 12:00 a.m. on Sunday morning and ends at 11:59 p.m. on Saturday night. Non-exempt employees will be paid overtime for all hours worked in excess of 40 during this designated workweek period.

HOURS AND ASSIGNMENTS. The employing supervisor will establish the hours assigned for work.

JOB CLASSIFICATION. All employees are assigned to a particular job classification and pay schedule as approved by the School Board.

SUPPLEMENTAL EMPLOYMENT. While employees are not restricted from engaging in other endeavors or holding other jobs, there are expectations related to any supplemental employment.

Activities and conduct away from the job must not compete with, conflict with, or compromise the organization interests or adversely affect job performance and the ability to fulfill all job responsibilities. Employees are prohibited from performing any services for customers on non-working time that are normally performed by our organization. This prohibition also extends to the unauthorized use of any organization tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

Employees are cautioned to carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. All employees will be judged by the same performance standards and will be subject to our organization's scheduling demands,

regardless of any existing outside work requirements. If management determines that an employee's outside work interferes with performance, the employee may be asked to terminate the outside employment.

Employees who have accepted outside employment may not use paid sick leave to work on the outside job. Fraudulent use of sick leave will result in disciplinary action up to and including termination.

ASBESTOS POLICY. In compliance with annual notification requirements of the Asbestos Hazard Emergency Response Act (ADHERE) of October 22, 1986, notice is hereby given that the School District of DeSoto County maintains an asbestos inspection and management plan on file at the District Office, 530 LaSolona Avenue, Arcadia, Florida and at each district owned facility.

Interested citizens may review these documents at the District Administrative Center, 530 LaSolona Avenue, Arcadia, Florida 34266.

POLICY REGARDING PROPERTY, PRIVACY AND SEARCHES

Desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, modems, facsimile machines, duplicating machines and the School District vehicles are the School District's property and must be maintained according to this policy. All such areas and items must be kept clean and are to be used only for work purposes, except as provided in this policy. The School District reserves the right, at all times, and without prior notice, to inspect and search any and all School District property in the event there is reasonable suspicion or reasonable necessity to do so. Such inspections may be conducted during or after business hours and in the presence or absence of the employee.

The School District's computer systems and other technical resources, including any voice mail or e-mail systems, are provided for use in the pursuit of the School District's business and are to be reviewed, monitored and used only in that pursuit, except as provided in this policy. As a result, computer data, voice mail and e-mail are readily available to numerous persons. If, during the course of your employment, you perform or transmit work on the School District's computer systems or other technical resources, your work may be subject to the investigation, search and review of others in accordance with the Electronic Communications Usage policy.

The School District recognizes that employees may occasionally find it necessary to use the School District's telephones for personal business. Such calls must be kept to a minimum and must be made only during break or lunch periods.

Employees of the School District are otherwise permitted to use the School District's equipment for occasional, non-School District purposes with permission from their direct supervisors. Nevertheless, the employee has no right of privacy as to any information or file maintained in or on the School District's property or transmitted or stored through the School District's computer systems, voice mail, e-mail or other technical resources (see Electronic Communications Usage policy). All bills and other documentation related to the use of the School District equipment or property are the property of the School District and may be reviewed and used for purposes that the School District considers appropriate.

POLICY REGARDING RESTROOMS AND CHANGING FACILITIES.

Employees are prohibited from entering (for a purpose other than to accompany a person of the opposite sex for the purpose of assisting or chaperoning a child under the age of 12, an elderly person as defined in s. 825.101, or a person with a disability as defined in s. 760.22 or a developmental disability as defined in s. 393.063) a restroom or changing facility designated for the opposite sex.

See Florida Statute 553.865(11)(a) and School Board Policies 1210, 3210, and 4210 for additional information.

PERSONAL PRONOUNS

It is policy of every public K-12 educational institution that a person's sex is an immutable biological trait and that it is false to ascribe to a person a pronoun that does not correspond to such person's sex. (This does not apply to individuals born with a genetically or biochemically verifiable disorder of sex development, including, but not limited to, 46, XX disorder of sex development; 46, XY disorder of sex development; sex chromosome disorder of sex development; XX or XY sex reversal; and ovotesticular disorder.) Given the information above the following items are applicable to all employees:

- An employee may not be required, as a condition of employment or enrollment or participation in any program, to refer to another person using that person's preferred personal title or pronouns if such personal title or pronouns do not correspond to that person's sex.
- An employee may not provide to a student his or her preferred personal title or pronouns if such preferred personal title or pronouns do not correspond to his or her sex.
- A student may not be asked by an employee or contractor of a public K-12 educational institution to provide his or her preferred personal title or pronouns or be penalized or subjected to adverse or discriminatory treatment for not providing his or her preferred personal title or pronouns.

See Florida Statute 1000.071 and School Board Policies 1210, 3210, and 4210 for additional information.

NO UNAUTHORIZED RECORDING IN THE WORKPLACE POLICY.

Unauthorized electronic surveillance of employees is disruptive to employee morale and inconsistent with the respectful treatment required of our employees. For this reason, no employee may record the conversation of another employee without his or her full knowledge and consent.

No employee may record, by any means, a conversation with another employee unless all of the following criteria are met:

1. A legitimate purpose for the recording.
2. A recording device in plain view.
3. Written authorization from the supervisor of the employee who wishes to record the conversation.

Secret recordings are strictly prohibited unless authorized in writing by legal counsel. A violation of this provision may result in disciplinary action, including termination.

USE OF EQUIPMENT

Equipment essential in accomplishing job duties are expensive and may be difficult to replace. When using Company property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the supervisor if any equipment, or machines, tools appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Your supervisor can answer any questions about your responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, including discharge.

ELECTRONIC COMMUNICATIONS USAGE

Electronic mail and other electronic communications are considered an integral part of the corporate working environment. The following types of electronic communications are the property of the School District:

- Telephones, cellular phones and voicemail facilities
- E-mail/instant messaging accounts
- Fax machines, modems, and servers
- Company-supplied computers
- Network tools such as internet access

This policy applies to (a) all electronic resources owned or leased by the School District, and (b) all activities using any company-paid accounts, subscriptions, or other technical services, such as Internet access, cell phone service, voice mail service, and e-mail/instant messaging (collectively “electronic communication systems”). This policy applies whether or not the activities are conducted from school property.

All messages composed, sent or received through the electronic communication systems are and remain the property of the School District and are public records. They are NOT the private property of any employee, and should not be considered private. Please note that even when a message is deleted, it is still possible to recreate the message; therefore, ultimate privacy of messages cannot be guaranteed to anyone.

The use of the electronic communication systems is reserved solely for the conduct of business at the School District. It is NOT intended to be used for personal business. Employees accessing the Internet or the School District’s Intranet represents the School District when doing so. Accordingly, all such communications shall be for professional, business reasons only. Each employee is responsible for ensuring that he or she uses his or her Internet access privilege in an effective, responsible, ethical and lawful manner. Employees should not use the School District’s electronic communication systems to access social media, such as Facebook, Twitter, or Instagram.

The electronic communication systems shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or other confidential materials without prior authorization. The District purchases and licenses the use

of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the School District does not have the right to reproduce such software for use on more than one (1) computer. Employees may only use software on local area networks or on multiple machines according to the software license agreement. The district prohibits the illegal duplication of software and its related documentation.

All electronic communications shall comply with the Equal Employment Opportunity Policy. In no circumstance are the electronic communication systems to be used to create any offensive or disruptive messages, or any message that might constitute (or indicate the condoning or encouragement of) harassment, lewd, illicit or illegal activities. Among those which are considered offensive, are any messages which contain sexual implications, racial slurs, gender specific comments, or any other comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin or disability. The electronic communication systems may not be used to solicit for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations. Employees learning of any misuse of the voicemail/e-mail/instant messaging system or violations of this policy shall notify the Information Technology Department.

Employees may access only messages, files or programs, whether computerized or not, that they have permission to enter. Unauthorized review, duplication, dissemination, removal, damage or alteration of files, passwords, computer systems or programs, voicemail messages or other property of the School District, or improper use of information obtained by unauthorized means, will be grounds for disciplinary action, up to and including termination.

EQUAL EMPLOYMENT OPPORTUNITY

The School District of DeSoto County is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination based on race (including anti-Semitism), 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") in its programs and activities, including employment opportunities. No employee of the school district shall engage in discriminatory practices while representing the school district (School Board of DeSoto County Policy 1122, 3122, 4122). All such discrimination is unlawful. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination by any employee, including supervisors and coworkers.

We will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law.

If you believe you have been subjected to any form of unlawful discrimination, or if you are aware of an incident of discrimination involving another individual, you do have the authority to address that issue with the person engaging in the offensive activity if you are comfortable doing so. You are not required to take such action, though, and can directly report the concern in a written or verbal report to your supervisor. If your supervisor does not address the issue, or is the person engaging in the prohibited behavior, please report the concern to the Human Resources office. Should the Human Resources office fail to address the concern timely or appropriately, please submit a report of your concern to the office of the Superintendent. This process may also be completed using the Customer Complaint Procedures included in a subsequent section of this Handbook. The report should be specific and should include the

names of the individuals involved, the names of any witnesses and any documentary evidence (e-mails, notes, etc.). The School District will conduct a thorough and objective investigation and attempt to resolve the situation. The investigation will be completed and a determination made and communicated to you as soon as practical. The School District will endeavor to protect the privacy and confidentiality of all parties involved to the extent possible consistent with a thorough investigation.

If the School District determines that unlawful discrimination has occurred, disciplinary action, up to and including immediate discharge, will be taken, but such action will be solely within the discretion of the School District. Disciplinary action may also be taken when an investigation reveals conduct on the part of an employee that does not rise to the level of unlawful discrimination, but is nevertheless inappropriate. Appropriate action may also be taken to deter future discrimination or misconduct.

Disability Accommodation

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with disabilities, reasonable accommodation will be provided to individuals with a known physical or mental disability if such accommodation would not impose an undue hardship on the School District, and would enable the individual to apply for, or perform, the essential functions of the position in question.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should notify his or her supervisor, another member of management and request such an accommodation. The School District will then identify possible accommodations, if any, that will help to eliminate the limitation or barrier. If the accommodation is reasonable, will not impose an undue hardship, and will not pose a direct threat to the health and/or safety of the individual or others, the School District will make the accommodation. The individual is encouraged to fully cooperate with the School District in seeking and evaluating alternatives and accommodations. The School District and may require medical verification of both the disability and the need for accommodation.

Unlawful Harassment

We are committed to providing a work environment free of harassment. Our anti-harassment policy applies to all persons involved in our operations and prohibits harassment by any employee of the School District, including shareholders, managers and coworkers.

Sexual Harassment Defined

Federal law defines sexual harassment as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance *or* creating an intimidating, hostile or offensive working environment.

State and local law definitions of sexual harassment include various forms of offensive behavior. The following is a partial list:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters.
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, comments about an employee's body or dress.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letter, notes or invitations.
- Physical conduct: touching, assault, impeding or blocking movements.
- Retaliation for making harassment reports or threatening to report harassment.

This policy also protects employees from harassment by vendors or clients. If harassment occurs on the job by someone not employed by the School District, the procedures in this policy should be followed as if the harasser were an employee of the School District, Sexual Harassment that occurs within the District's programs and activities may be subject to investigation in accordance with District Policy 2266.

Other Types of Harassment

Prohibited harassment, includes behaviors such as:

- Verbal conduct including threats, epithets, derogatory comments or slurs.
- Visual conduct including derogatory posters, photography, cartoons, drawings or gestures.
- Physical conduct including assault, unwanted touching or blocking normal movement.
- Retaliation for making harassment reports or threatening to report harassment.

DESIGNATION OF EQUITY COORDINATOR, TITLE IX COORDINATOR, SECTION 504 COORDINATOR & NOTIFICATION OF IDENTIFICATION OF COORDINATOR.

Director Dr. Amy Bennett (parents/students) and Dr. Gina Stafford (employees) are designated as Equity Coordinator, Title IX Coordinator, and Section 504 Coordinator. Persons are notified of the identity of the coordinator by publication in recruitment and counseling materials; policy, student and staff handbooks; job classifications; collective bargaining and training agreements; health services, vocational, ESE and comprehensive plans; financial aid program; student and employee discipline codes; new employee/student information; student and employment application forms; student services information; brochures and catalogs.

CUSTOMER COMPLAINT PROCEDURES

(Revised – February 14, 2002)

This customer complaint procedure is established to provide our customers with a process to formally file a complaint with the Administration of the School District of DeSoto County and to meet the requirements of the Americans with Disabilities Act.

Anyone wishing to file a complaint including alleged sexual harassment, discrimination or harassment on the basis of race (including anti-Semitism), ethnicity, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle 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”) in its programs and activities, including employment opportunities, shall do so in writing. The procedure listed below may be used by all customers served by the School District of DeSoto County including, but not limited to, employees, students, parents, job applicants or applicants for admission.

The right to confidentiality, both of the complainant and of the accused, will be respected, as specified by law or by the Policies of the School Board of DeSoto County. No person shall be subject to adverse action in retaliation for having filed a complaint or for having testified, assisted, or participated in any manner in an investigation, proceeding, or hearing conducted under the authority of this regulation.

Step I:

Within sixty (60) working/school days of the alleged incident the complainant shall file the complaint, in writing, on the "Customer Complaint Step I Grievance Form," which follows. The complaint shall include the complainant's name, address, and phone number and a detailed description of the alleged incident, including date, persons involved, and location. (Alternate means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available upon request.

The complaint shall be submitted to one of the following respondents:

- A. The Principal, the school/location equity contact, or his/her designee as appropriate
- B. Immediate Supervisor
- C. Direct Administrator

If one of these respondents is the alleged, offending person, the complaint shall be submitted to the next highest level of administration or supervision.

The selected respondent shall meet with the complainant within three (3) working/school days from the date the complaint is received, to attempt to resolve the issue. The results of the meeting shall be transcribed and sent to all concerned parties within ten (10) working/school days after the meeting.

If the complaint is still unresolved after Step I, the complainant may proceed to the next level(s).

Step II

The completed Step I Grievance Form shall be submitted to:

Dr. Amy Bennett (student/parents)
(863) 993-1333
310 W. Whidden St.
Arcadia, FL 34266

Dr. Gina Stafford (employees)
(863) 494-4222 Ext. 1002
530 LaSolona Ave.
Arcadia, FL 34266

The complainant shall submit the written Step I complaint and findings, to the Equity Coordinator or other appropriate official with copies to the Superintendent, Supervisor-in-charge and/or Step I respondent, within five (5) working/school days of receiving the respondent's Step I findings.

The Equity Coordinator shall investigate and file a written report of his findings within ten (10) days after receiving the Step I document. The Equity Coordinator's findings and recommendations shall be sent to the complainant, the Superintendent, the Supervisor-in-charge, and/or Step I respondent.

Step III

- A. If the complaint is not resolved in Step II, the complainant may, within three (3) working/school days of receipt of the "Equity Coordinator" or other appropriate official's answer, appeal in writing, to the Superintendent or his designee.
- B. The Superintendent or the designee shall hear the complaint within three (3) working/school days after receipt of the Appeal. No new facts shall be entered that were not previously considered in Steps I and II.
- C. The complainant shall be afforded an opportunity to present evidence relevant to the facts and to the issues.
- D. The Superintendent or designee shall render the decision by certified mail with return receipt, within ten (10) working/school days after such hearing.

Step IV

If the complaint is still unresolved after Step III, the complainant shall be given five (5) working/school days after the date of mailing the decision from the Superintendent, sent by certified mail, to request a hearing with the School Board. This request shall be in writing to the Superintendent. After receiving such written request, the Superintendent shall arrange a hearing with the School Board. The complainant and respondent may have legal representation for this hearing. Within ten (10) working/school days following the hearing, the Chairman of the Board or designee shall notify, by certified mail, the complainant and respondent at their last known addresses, of the Board's decision.

TOBACCO USE, TOBACCO-FREE SCHOOLS

The School District of DeSoto County recognizes the use of commercial tobacco products, including electronic smoking devices, is a health, safety, and environmental hazard for the DeSoto County School District's students, staff, members of the public, contracted vendors, and visitors. The district believes the use and promotion of commercial tobacco products, including electronic smoking devices, on school district property or at off-campus school-sponsored events, is detrimental to the health and safety of students, staff, members of the public, contracted vendors, and visitors. To ensure the health and safety of all district students, Board employees, members of the public, contracted vendors, and visitors, the school district shall provide a tobacco-free environment on all DeSoto School District property.

The following definitions shall apply:

- a) "Any time" Means 24 hours a day, seven days a week, 365 (or 366) days a year.
- b) "District property" means all property that is owned, leased or contracted for/by the School District of DeSoto County, Florida ("District"). District property includes, but is not limited to, all schools, district offices, shops and related closed areas, playgrounds, practice fields, football fields, baseball fields, softball fields, soccer field, tennis courts, pool areas, any other school recreational facilities, all open areas, district owned vehicles, school buses, vans, trucks and cars.
- c) "Retail tobacco shop" means any enclosed indoor workplace dedicated to, or predominantly for, the retail sale of tobacco, tobacco-related products, electronic smoking devices, and accessories for such products.
- d) "School-Sponsored event" means any event sponsored by the Board and/or the DeSoto County School District that occurs on or off school district property. School-sponsored events include, but are not limited to, sporting events, field trips, dances, and theatrical productions.
- e) "Secondhand smoke," also known as environmental tobacco smoke (ETS), means smoke emitted from lighted, smoldering, or burning tobacco when the smoker is not inhaling; smoke emitted at the mouthpiece during puff drawing; and smoke exhaled by the smoker.
- f) "Tobacco" 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, or any component, part, or accessory of a tobacco product. Tobacco includes, but is not limited to, cigarettes, cigars, pipe, cheroots, stogies, periques, bidi, clove cigarette, cigarillo, hookah, plug cut, crimp cut, ready rubbed, snuff, snuff flour, Cavendish, snus, orbs, strips, sticks or chewing tobacco in any form.
- g) "Tobacco-related products" means items used or needed for smoking or vaping and includes, but is not limited to, ashtrays, rolling papers, wraps, pipes, lighters, pods, cartridges, electric smoking devices chargers, or any components, parts, or accessories of tobacco products or electronic smoking devices. 59
- h) "Vape" or "vaping" means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapors or aerosol from a nicotine product or any other substance. The term does not include the mere possession of a vapor-generating electronic device.

i) “Vapor-generating electronic smoking devices” or “electronic smoking device” means any product that employs an electronic, a chemical, or a mechanical means capable of producing vapor or aerosol from a nicotine product or any other substance, including, but not limited to, an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar device or product, any replacement cartridge for such device, and any other container of a solution or other substance intended to be used with or within an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar device or product.

EMPLOYEE DRUG AND ALCOHOL POLICY. (Section 440.101 & 440.102 230.22 Florida Statutes)

No employee of the School Board shall manufacture, distribute, dispense, possess or use on or in the workplace any alcoholic substance, any intoxicating or auditory, visual, or mental altering chemical or substance or narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance, as defined by Federal or State law or other rule, or any counterfeit of such drugs or substances all being collectively referred to as drugs.

“Workplace” is defined to mean the site for performance of work done in connection with employment up to, and including, any school building or any school premises; any vehicle used to transport students to and from school and school activities off school property during any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the School District.

As a condition of employment, each employee shall notify his or her supervisor of his/her violation of any criminal statute occurring in the workplace no later than five (5) days after such conviction. An employee who violates the terms of this policy may be non-renewed or his or her employment may be suspended or terminated and the appropriate law enforcement agency shall be notified immediately in each instance where an employee is found to be in violation of this policy. However, at the discretion of the School Board, such employee may be allowed to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved by the School Board in lieu of a non-renewal, suspension or termination. Sanctions and discipline against employees, including non-renewal, suspension and termination shall be in accordance with prescribed School District’s procedures and shall be commenced within thirty (30) days of receiving notice of an employee’s conviction. Within ten (10) days of receiving of an employee’s conviction in violation of this rule, the Superintendent shall notify the State and Federal Department of Education.

A drug-free awareness program is hereby established, and is to be implemented by the Superintendent, to inform employees of dangers of drug abuse in the workplace, of the School Board’s policy of maintaining a drug-free workplace, of available drug counseling, rehabilitation, and assistance programs, and of the penalties to be imposed upon employees for drug abuse violations occurring in the workplace. As a part of this program, all employees and applicants for employment shall be given notice of the School Board’s policy regarding the maintenance of drug-free workplace.

**NOTICE TO EMPLOYEES REGARDING
DRUG-FREE WORKPLACE**

YOU ARE HEREBY NOTIFIED that it is a violation of the policy of the School Board for any employee to manufacture, distribute, dispense, possess or use on or in the workplace any alcoholic substance, any intoxicating or auditory, visual or mental hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance, as defined by Federal or Florida law or rule, or any counterfeit of such drug or substance; all being collectively referred to as drugs.

“Workplace” is defined as the site for the performance of work done in connection with employment up to, and including, any place where work for the School District is performed, including a school building or other school premises; any vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the School District.

YOU ARE FURTHER NOTIFIED that it is a condition of your continued employment that you will comply with the above policy of the School Board and will notify your supervisor of your conviction of any criminal drug statute for a violation occurring in the workplace, no later than five (5) days after such conviction. Any employee who violates the terms of the School Board’s Drug-Free Workplace Policy may be non-renewed or his or her employment, may be suspended or terminated, and the appropriate law employment agency shall be notified immediately in each instance where an employee is found to be in violation of this policy. However, at the discretion of the School Board, any such employee may be allowed to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved by the School Board in lieu of non-renewal, suspension, or termination.

The School District is required to report an employee convicted of drug violations occurring in the workplace to the State and Federal Departments of Education within ten (10) days of receiving such notice and is also required to commence disciplinary action against such employee within thirty (30) days of receipt of the notice of violation.

NEPOTISM. Two (2) or more relatives shall not work in the same school/department. In the event that a support staff member, due to some unusual circumstance, may have been placed in the same school/department with a relative, the support staff member may continue in the position until reassigned to a position of comparable grade, pay, and reasonable personal convenience. **Under no circumstances shall a person supervise the work of a relative.**

Relative means an individual who is related to the supervisor as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandchild, or employee who live in the same household. (see Board Policy 4130).

POLICY OF NONDISCRIMINATION & NOTIFICATION OF POLICY. The policy of Prohibition of Race/National Origin Harassment is contained in the Board Policy Title XV, §1122, 3122, and 4122. The School Board forbids discrimination or harassment against any employee, applicant for employment or student on the basis of race (including anti-Semitism), ethnicity, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle 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”) in its program and activities, including employment opportunities. The Board will not tolerate discrimination or harassment activity by any of its employees. This policy also applies to non-employee volunteers who work subject to the control of school authorities.

MANDATED REPORTING OF ABUSE

Florida law requires any adult who suspects that a child may be experiencing abuse, neglect, or abandonment to report that suspicion to the Child Abuse Hotline. This includes school personnel, medical personnel, health/mental health professionals, spiritual practitioners, and law enforcement personnel. Abuse or neglect can be in the form of physical, behavioral, emotional or sexual maltreatment.

PROCESS FOR REPORTING TO HOTLINE: Call **800-962-2873** and give the following information regarding your suspicion:

- All identifying information on the child including name, directions to school and home, and age(s) of the child(ren)
- The name of the person believed to be responsible for the injury (if known)
- The child’s immediate location
- The exact allegation, facts or opinions

As a professional, you will be asked to give your name and school. If the report meets certain criteria for acceptance, an investigator from the local Office of Family Safety and Preservation (OFSP) will complete an in-depth investigation and assessment of the child and family. Interventions employed by the OFSP are aimed at assessing the risks to the child and eliminating those risks whenever possible through effective planning, service the capacity of the child’s current home to provide a safe environment, when this is in the best interest of the child. If your suspicions are founded, you may not only be helping the child, but you may be helping the entire family.

Specific Authority: F.S. Section 415.504

SAFETY AND HEALTH LOSS CONTROL PROGRAM. The School Board of DeSoto County, Florida authorizes the development and administration of a Safety and Health Loss Control Program that provides for:

1. A safe and healthful educational environment for the student population.
2. A safe and healthful work place free from recognized hazards for each employee.
3. Safe use of facilities by the general public.

4. Protection of the environment and natural resources from any foreseeable or preventable impairment related to School District activities and operations.
5. The reduction of property, workers' compensation, and general liability losses.

The primary goal of the Safety and Health Program shall be to eliminate all accidental losses of human resources and physical assets. The program will be administered under the direction of the Superintendent.

WORKPLACE VIOLENCE. Our organization maintains a zero-tolerance standard of violence in the workplace. The purpose of this policy is to provide all employees with guidelines that will maintain a workplace culture that is free of violence. Threats, either implied or direct, of any kind by an employee, client, vendor, or any other person are prohibited at the organization. Such conduct will not be tolerated and will result in prompt and remedial action. An employee who exhibits violent behavior may be subject to criminal prosecution and shall be subject to disciplinary action up to and including dismissal. Violent threats or actions by a non-employee may result in criminal prosecution. The organization urges all employees to come forward to the human resource office in the event that they become aware of any type of potential or actual threat or in any situation in which they observe or learn of a conflict within the workplace. An immediate investigation will occur when any such report is made. Retaliation against a person who makes a complaint regarding violent behavior or threats of violence made to such person is also prohibited.

DEFINITIONS:

- *Workplace Violence:* Behavior in which an employee, former employee or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury, or death to others at the workplace.
- *Threat:* The implication or expression of intent to inflict physical harm or actions that a reasonable person would interpret as a threat to physical safety or property.
- *Intimidation:* Making others afraid or fearful through threatening behavior.
- *Zero-tolerance:* A standard that establishes that any behavior, implied or actual, that violates the policy will not be tolerated.
- *Court Order:* An order by a Court that specifies and/or restricts the behavior of an individual. Court Orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including Temporary Restraining Orders.
- *Domestic Violence:* While often originating in the home, domestic violence can significantly impact workplace safety and the productivity of victims as well as co-workers. Domestic violence is abuse committed in an intimate relationship (regardless of marital status, age, race, or sexual orientation) against an adult or fully emancipated minor. In this context, abuse is the intentional reckless attempt to cause bodily injury, sexual assault, threatening behavior, harassment, or stalking, or making annoying phone calls to a person who is in any of the following relationships:
 - Spouse or former spouse
 - Domestic partner or former domestic partner
 - Cohabitant or former cohabitant and or other household members
 - A person with whom the victim is having, or has had, a dating or engagement relationship
 - A person with whom the victim has a child

PROHIBITED BEHAVIOR:

Violence in the workplace may include, but is not limited to the following list of prohibited behaviors directed at or by a co-worker, supervisor, or member of the public:

- Direct threats or physical intimidation
- Implications or suggestions of violence
- Stalking
- Assault of any form
- Physical restraint, confinement
- Dangerous or threatening horseplay
- Loud, disruptive, or angry behavior or language that is clearly not part of the typical work environment
- Blatant or intentional disregard for the safety or well-being of others
- Commission of a violent felony or misdemeanor on the Organization property
- Any other act that a reasonable person would perceive as constituting a threat of violence

REPORTING ACTS OR THREATS OF VIOLENCE:

An employee who is the victim of violence, believes they have been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:

- If an emergency exists and the situation is one of immediate danger, the employee shall contact the local police officials by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect himself/herself from immediate harm, such as leaving the area.
- If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or manager as soon as possible and complete the Organization Workplace Violence Incident Report Form.

PROCEDURES – FUTURE VIOLENCE:

Employees who have reason to believe they, or others, may be victimized by a violent act sometime in the future, at the workplace or as a direct result of their employment with the organization, shall inform their supervisor by immediately completing a Workplace Violence Incident Report Form so appropriate action may be taken. The supervisor shall inform his/her Department Director or designee, the Director of Human Resources, and the local law enforcement officials.

Employees who have signed and filed a restraining order, temporary or permanent, against an individual due to a potential act of violence, who would be in violation of the order by coming near them at work, shall immediately supply a copy of the signed order to their supervisor. The supervisor shall provide copies to the Department Director, the Director of Human Resources, and local police.

A. **INCIDENT INVESTIGATION:** Acts of violence or threats will be investigated immediately in order to protect employees from danger, unnecessary anxiety concerning their welfare, and the loss of productivity. The employee's Department Director will cause to be initiated an investigation into potential violation of work rules/policies. Simultaneously, the Department Director will refer the matter to local police for their review of potential violation of civil and/or criminal law. Procedures for investigating incidents of workplace violence include:

- Visiting the scene of an incident as soon as possible
- Interviewing injured and threatened employees and witnesses
- Examining the workplace for security risk factors associated with the incident, including any reports of inappropriate behavior by the perpetrator
- Determining the cause of the incident
- Taking mitigating action to prevent the incident from recurring. – Recording the findings and mitigating actions taken

In appropriate circumstances, the organization will inform the reporting individual of the results of the investigation. To the extent possible, the organization will maintain the confidentiality of the reporting employee and the investigation but may need to disclose results in appropriate circumstances; for example, in order to protect individual safety. The organization will not tolerate retaliation against any employee who reports workplace violence.

B. MITIGATING MEASURES: Incidents which threaten the security of employees shall be mitigated as soon as possible following their discovery. Mitigating actions include:

- Notification of law enforcement authorities when a potential criminal act has occurred
- Provision of emergency medical care in the event of any violent act upon an employee
- Post-event trauma counseling for those employees desiring such assistance
- Assurance that incidents are handled in accordance with the Workplace Violence Prevention policy
- Requesting the organization’s attorney file, a restraining order as appropriate

PREGNANCY & BREASTFEEDING ACCOMMODATIONS. The District greatly values pregnant employees and new parents. As such, it provides an accommodation process that is intended to be interactive and collaborative, relying on open communication and active participation between you and the District. The primary goal of this process is to help you to perform all of the essential functions of your current position, with or without accommodation during and after your pregnancy.

When pregnancy necessitates accommodation, the District will:

- Provide more frequent, longer, or flexible restroom breaks
- Modify a no food or drink policy
- Provide seating or allow for more frequent sitting if the job requires standing
- Modify lifting limits based upon the essential functions of your job

Similarly, when your role as a new parent requires the need to express breastmilk after the birth of your child, the District will:

- Provide reasonable break time to express breastmilk for the first year after the child's birth
- Provide access to a lactation space that is both private and lockable

These accommodations do not require written certification from a health care provider. However, if additional accommodations beyond those set forth above are required, such certification explaining the need will be required. This may include job restructuring; part-time or modified work schedules; reassignment to a vacant position; or acquiring or modifying equipment, devices, or an employee's workstation.

LACTATION ACCOMODATION. Employees who desire to express breast milk during working hours will be provided with a private place, other than a toilet stall, to do so during their regularly scheduled rest or meal periods. In the event that such an employee requires additional time other than the scheduled rest or meal periods, the School District will provide additional unpaid time for this purpose. Pursuant to law, the School District reserves the right not to provide such time if to do so would unduly burden operations. Please contact your supervisor to discuss an appropriate private location for this purpose. The School District will not prevent an employee from expressing breast milk during any meal period or other break period provided by the School District.

SELF-REPORTING ARRESTS/CONVICTIONS. All current employees, including substitutes, must self-report to their immediate supervisors within forty-eight (48) hours, any arrests for serious offenses (other than minor traffic violations). Serious offenses include, but are not limited to, abuse of a child, inappropriate sexual conduct; possession, use, or sale of controlled substances; any felony convictions (see Florida Statutes); possession of a weapon on District property; use of a weapon in the commission of a crime; and knowingly falsifying or altering District forms, certificates, or documents.

POLICY ON IDENTIFYING AND REPORTING FRAUD.

- (A) The School District imposes strict ethical and legal standards on its elected officials, employees, consultants, vendors, contractors, volunteers, and any other parties with whom it might have a professional or business relationship. These standards are designed to prevent fraud and dishonesty in all activities, financial or professional.
- (B) Fraud is defined as the intentional, false representation or concealment of a material fact in order to personally benefit or induce another to act to his or her detriment. Therefore, all fraudulent activity is strictly prohibited.
- (C) Each employee or agent of the School District shall be responsible for reporting any observed or suspected fraud or fraudulent activity to the Superintendent. If the fraud or fraudulent activity involves a Board Member or the Superintendent, the report should be made to the Board Attorney. The obligation to report fraud includes instances when the employee knew or should have known that an incident of fraud had occurred.
- (D) All school-level and district-level administrators shall be vigilant in identifying any conduct that appears to constitute fraud within the areas of their responsibility. All

reporting and investigation of fraud shall be done in accordance with procedures set down in this policy.

- (E) Actions constituting fraud can include, but are not limited to the following:
- (a) Falsifying, unauthorized altering, or forging of district documents, including but not limited to the following:
 - 1. Claims for payments or reimbursements for travel, overtime, etc.
 - 2. Temporary duty, absence or leave forms
 - 3. Files (electronic or printed), photographic records, audio records, etc. that are maintained by the District
 - 4. Check, bank draft, bank transfer, of any other financial document
 - 5. Student records (electronic or printed)
 - 6. Maintenance records (electronic or printed)
 - 7. Fire, health, sanitation, and safety reports (electronic or printed)
 - (b) Misappropriating funds, supplies, or other assets belonging to the District
 - (c) Mishandling or misreporting money or financial transactions
 - (d) Disclosing, either directly or indirectly, confidential and proprietary information to outside parties for personal gain
 - (e) Disclosing to other persons or entities any financial or bidding activities that might provide an unfair advantage in the purchasing or bidding process
 - (f) Causing the District to pay excessive prices or fees
 - (g) Accepting or offering a bribe, gift, or other favor intended to influence a decision that was or needed to be made by the District
 - (h) Removing, destroying, or using for personal gain any furniture, fixtures, or equipment owned by the District
 - (i) Using state or federal funds for other than their designated or intended purpose
 - (j) Using district equipment or work time for any outside private business activity
- (F) If allegations of fraudulent misconduct involve a district employee, the Superintendent or his/her designee shall determine whether an investigation by the District is warranted. If the Superintendent or his/her designee determines that the allegations appear to involve criminal misconduct, the matter shall be referred to the local law enforcement.
- (G) If the allegations of fraudulent misconduct involve the Superintendent or a Board member, the allegation shall be referred to the Board Attorney. If the Board Attorney determines that the allegations appear to involve criminal misconduct, the matter shall

be referred to local law enforcement. If the allegations of fraudulent misconduct do not appear to involve criminal misconduct, the matter shall be assigned by the Board Attorney to a third party, who is not an employee of the District, for the purpose of conducting an investigation. That third party shall report the findings of the investigation to the Board Attorney who shall report the findings to the School Board for appropriate action.

- (H) Investigations are comprehensive, in-depth, fact-finding endeavors to obtain all the information regarding the allegations of fraudulent activity. These facts are used to ultimately determine if the allegations are true. The investigative procedure, conducted by the Superintendent or his/her designee, shall include the following activities:
 - (a) Obtaining, reviewing, and analyzing all documents related to the allegations
 - (b) Obtaining other forms of evidence related to the allegations
 - (c) Documenting, organizing, and preserving, the evidence collected
 - (d) Establishing a chain of custody for any transfer of items from the evidence folder
 - (e) Interviewing witnesses, victims, or other involved parties, recording their comments on a Witness Statement Form
 - (f) Interviewing the accused after all other witnesses or involved parties have been interviewed
 - (g) Analyzing the facts and evidence gathered
 - (h) Finalizing the investigation with a comprehensive report that determines to what degree the fraudulent activity occurred and whether or not the accused has committed fraud
 - (i) Presentation of the investigative findings to the School Board for the appropriate action within 30 days of the initial report of allegations of fraudulent activity
- (I) All evidence and witness reports shall be kept confidential throughout the investigative procedure, except in the case of criminal misconduct, which shall be reported to local law enforcement. The accused shall be informed that he/she is under investigation for alleged fraudulent activity and shall be advised to conduct him/herself in an appropriate fashion.
- (J) The disciplinary action taken against any employee found to be engaged in fraudulent activity involving district funds or any financial or business transaction shall be suspension or dismissal, depending on the severity of the fraudulent activity and/or its consequences. The Superintendent shall make the recommendation to dismiss from employment or suspend without pay for a period of time not to exceed 6 months.
- (K) The disciplinary action taken against any employee found to be engaged in fraudulent activity not involving district funds or any financial or business transaction, shall receive a written reprimand or suspension on the first offense, depending on the severity of the fraudulent activity and/or its consequences. Any employee found to

be engaged in fraudulent activity for a second time shall be dismissed from employment.

COLLECTION AND USE OF SOCIAL SECURITY NUMBERS.

The school district requests an individual's social security number only when authorized by law to do so. Whenever a SSN is requested, the individual is informed in writing of the purpose for its collection and use. To minimize the improper use of social security numbers, the district uses other forms of identification (birth date, name, etc.) whenever possible.

EMPLOYEE CODE OF CONDUCT



ADMINISTRATIVE REGULATIONS ON

EMPLOYEE CODE OF CONDUCT

OF

**THE SCHOOL DISTRICT OF DESOTO COUNTY
ARCADIA, FLORIDA - DISTRICT 14**

SUSPENSIONS AND DISMISSAL. Under certain conditions, a supervisor may recommend suspension or dismissal of an employee. The grounds for immediate suspension or dismissal shall include but not be limited to the following:

1. Immorality as determined by a court of competent jurisdiction
2. Gross insubordination
3. Willful neglect of duty
4. Drug or alcohol use in the work place
5. Conviction of any crime involving moral turpitude

THE FOLLOWING STANDARDS ARE REQUIRED FOR ALL EMPLOYEES. DEPARTURE FROM THESE STANDARDS BY AN EMPLOYEE SHALL CONSTITUTE OFFENSES AND WILL RESULT IN DISCIPLINARY ACTION BEING TAKEN.

1. EMPLOYEES SHALL RESPECT THE RIGHTS OF OTHERS.
2. EMPLOYEES SHALL EXHIBIT BEHAVIOR SUPPORTING THE MISSION, PURPOSES AND BEST INTERESTS OF THE SCHOOL DISTRICT.
3. EMPLOYEES SHALL PERFORM ASSIGNED DUTIES IN AN ORDERLY AND EFFICIENT MANNER.
4. EMPLOYEES SHALL ADHERE TO ALL SCHOOL DISTRICT POLICIES AND REGULATIONS.
5. EMPLOYEES SHALL WORK TOGETHER TO BUILD A HIGH-PERFORMANCE TEAM AND PERFORM AS AN ACTIVE, POSITIVE, MEMBER OF THAT TEAM.

- I. **PROBATIONARY EMPLOYEES.** It is the intent of School District Policies and Regulations that the mandatory probationary period be a working test period required of any district employee following appointment to any position in which the employee does not hold permanent status. It is important to note that for

purposes of discipline, permanent status refers to an employee's status in the school district and not a specific job. Consequently, an employee with permanent status in a position may be removed from the position during this probationary period with the application of the following disciplinary standards.

II. **GUIDELINES ON EMPLOYEE DISCIPLINE.** The immediate supervisor has the primary responsibility for taking or requesting disciplinary action against an employee. Discipline may only be administered by the supervisor who has been delegated the authority to do so. This delegation of authority varies with the severity of the disciplinary action and is identified in the following types of disciplinary action.

- A. **Oral Reprimand:**
Action Authority - Employee's immediate supervisor or higher-level supervisor
Involves a discussion between the supervisor and the employee regarding the infraction with an emphasis on correcting the employee's behavior. A confirmation of an oral reprimand may be kept in the employee's personnel file.
- B. **Written Reprimand:**
Action Authority - Employee's immediate supervisor or higher-level supervisor
For more serious or repeated cases of rules infractions, the supervisor will counsel the employee as to the correct and expected behavior as well as record the circumstances of the violation, giving the original to the employee, a copy in the site file, and a copy to the employee's personnel file.
- C. **Suspension:**
Action Authority - Superintendent and School Board
The suspension of an employee shall normally be based on the recommendations of the immediate supervisor and shall be subject to the approval of the Superintendent of Schools and the School Board.
- D. **Dismissal:**
Action Authority - Superintendent and School Board

When less severe actions fail in correcting an employee's job-related behavior, or when the offense requires immediate separation from employment, a discharge action should be taken. The supervisor shall normally recommend the action, and it shall be subject to the approval of the Superintendent of Schools and the School Board.

III. **DISCIPLINARY PROCEDURES - PROGRESSIVE & CUMULATIVE.**
Disciplinary action can be both progressive and cumulative. An employee who commits different offenses and, who despite repeated warning, fails to correct his behavior to conform to reasonable conduct or work standards will be subject to progressive and disciplinary action.

A. Progressive discipline means that the employee is subjected to progressively more severe discipline for continued violations of the same standard of conduct. The standards for disciplinary action specify the range of disciplinary action that can be taken for each offense and the progressive discipline applicable for each succeeding offense.

B. Cumulative discipline means that prior offenses for which an employee was disciplined may be used by the disciplining authority to determine the severity of the action to be taken for the current offense. To determine the severity of the action to be taken for the current offense, the disciplining authority may use the progressive discipline applicable for offenses for which an employee has been disciplined formally. Prior offenses need not be similar to the current offense.

C. Establishing Cause

1. Job-related offenses:

The standards for disciplinary action apply to offenses that occur while the employee is at work or are job-related. If offenses occur while the employee is off duty, and away from the job, any disciplinary action taken must be preceded by a decision, supported by facts, that the offense adversely affects the employee's ability to perform assigned duties, or the school district's ability to carry out its mission and purposes.

2. Counseling:

Except for offenses which require that immediate disciplinary action to be taken, employees will receive counseling and will be given an opportunity to comply with the supervisor's instructions before disciplinary action is taken. Counseling shall be constructive and done with the primary purpose of helping the employee correct a problem. The supervisor shall speak privately with the employee and state the specific disciplinary standard involved. The supervisor shall seek employee input in trying to correct the situation. If the problem is not resolved, the supervisor will communicate to the employee the action to be taken.

3. Investigatory Interview:

An Investigatory interview may be used by the supervisor to determine whether the employee committed the alleged offense. The employee shall be advised prior to the interview that the supervisor will be conducting an Investigatory interview.

D. Taking Disciplinary Action

Procedure - Disciplinary action shall be taken only for just cause. The disciplining authority shall review alleged offenses to determine the following:

1. Notice - Whether the employee knew or should have known that the behavior is not acceptable. If it is a repeated offense, whether the employee was previously warned of the consequences of a repeated offense?
2. Job Related - Whether the offense for which the employee is subject to discipline is related to the job?
3. Proof of Misconduct - Whether the alleged offense has been investigated objectively and the investigation has established a reasonable belief that the School District's Code of Conduct has been violated?
4. Past Practice - Whether the proposed discipline is consistent with past treatment of employees who have committed similar offenses?
5. Appropriateness of Discipline - Whether the severity of the proposed discipline is reasonably related to the seriousness of the offense and the employee's past record of work performance, conduct, and discipline has been given consideration?

V. Standards for Disciplinary Actions

Included herein are standards for the administration of disciplinary actions for various types of offenses. The following is not all-inclusive and the disciplinary action selected for a particular offense will be chosen based on the facts of the specific situation taking into consideration any extenuating circumstances. These standards do not preclude the imposition of more or less severe penalties depending upon all circumstances surrounding a particular incident. See School Board Policy 3139 for more information.

A. Absence Without Authorized Leave. Failure to secure approval for an absence from work. (Note: Failure to secure approval for an absence of two or more consecutive days shall be considered a second occurrence; and the failure to secure approval for an absence of three or more consecutive days shall be considered a third occurrence.)

1. First occurrence: Written reprimand
2. Second occurrence: Suspension
3. Third occurrence: Dismissal

B. Absenteeism.

The School District has a right to expect that employees will be available to perform work with a reasonable degree of regularity and to conduct their personal business using accrued leave. If there is a pattern of absence by the employee, such as consistent absence on the day preceding or following the

employee's regular days off, absence on the same day of each week or each month, or absences that occur with such frequency as to constitute a hardship on the office/department, these absences may be considered excessive.

1. First occurrence: Oral reprimand
2. Second occurrence: Written reprimand
3. Third occurrence: Suspension
4. Fourth occurrence: Dismissal

C. Abuse of Sick Leave. Falsification by an employee of a notification of absence due to personal illness, injury or exposure to contagious disease. Failure to submit a doctor's excuse to immediate supervisor, when asked to do so.

1. First occurrence: Suspension or dismissal
2. Second occurrence: Dismissal

D. Tardiness.
The failure to report to work at an established time at the beginning of the work shift, or the late return to work at the established time after lunch or rest period.

1. First occurrence: Oral reprimand
2. Second occurrence: Written reprimand
3. Third occurrence: Suspension
4. Fourth occurrence: Dismissal

E. Abuse of Alcohol or Drugs. Reporting to work under the influence of alcohol or drugs, consuming some while on duty, or testing positive on mandatory drug and alcohol tests.

1. First occurrence: Suspension/dismissal

F. Possession or Use of a Deadly Weapon or a Dangerous Material.
Possession or use of firearms, fireworks of any description, explosives, chemicals which are disruptive, explosive, or corrosive in nature, or any weapon other than a common pocket knife.

1. First occurrence: Suspension or dismissal
2. Second occurrence: Dismissal

- G. **Damage or Destruction of School District Property or Equipment.**
The actual or attempted damage, destruction or careless operation of school district property or equipment which may or may not result in personal injury. (If personal injury does result, more severe discipline may be imposed).
1. First occurrence: Written Reprimand or dismissal
 2. Second occurrence: Suspension or dismissal
 3. Third occurrence: Dismissal
- H. **Conduct Unbecoming a Public Employee.**
Any act or acts on or off the job, that renders an employee ineffective within the School District, affects the ability for acceptance by others, or poses a threat to the safety and well-being of members of the school community. Violations of the Instructional Support Employees Code of Conduct.
1. First occurrence: Written reprimand to suspension or dismissal
 2. Second occurrence: Dismissal
- I. **Charged with a Misdemeanor or Felony Involving Sexual Assault, Drugs, Obscenity and Related Offenses, or Physical Abuse or Neglect of a Child.**
1. First Occurrence: Suspension or dismissal.
 2. Second occurrence: Dismissal
- J. **Conviction of a Misdemeanor or Felony.**
When an employee is convicted of a misdemeanor or felony as a result of a crime committed on or off the job and that conviction results in a negative effect on the employee's ability or availability to perform the duties of the job whether immediate or in the future.
1. First occurrence: Suspension or dismissal
 2. Second occurrence: Dismissal
- K. **Failure to Report Misconduct.**
When an employee fails to report a misconduct action by another employee that s/he is obliged and legally required to report to the appropriate supervisor.
1. First Occurrence: Written reprimand to suspension.
 2. Second Occurrence: Dismissal.
- L. **Falsification of Records.**
The misrepresentation or omission of any facts, whether verbal or written, with the intent to defraud or otherwise mislead.
1. First occurrence: Written reprimand to dismissal
 2. Second occurrence: Dismissal

- M. Fighting and Other Acts of Violence.
A physical assault on or against another person.
1. First occurrence: Written reprimand to dismissal
 2. Second occurrence: Dismissal
- N. Horseplay.
Actions which are intended to be mischievous or prankish rather than malicious. If personal injury results, more severe disciplinary action up to and including suspension or dismissal will be considered on the first occurrence.
1. First occurrence: Oral reprimand
 2. Second occurrence: Written reprimand
 3. Third occurrence: Suspension
 4. Fourth occurrence: Dismissal
- O. Insubordination.
The unwillingness or refusal to comply with a direct order or any established work assignment of an immediate supervisor or higher-level supervisor.
1. First occurrence: Suspension
 2. Second occurrence: Dismissal
- P. Leaving Work Station Without Authorization.
The unauthorized absence by an employee from the work station or duty assignment during the established work period or the leaving of a work station for a lunch or rest period without being properly relieved where that station must be maintained during such period.
1. First occurrence: Written reprimand to suspension
 2. Second occurrence: Suspension
 3. Third occurrence: Dismissal
- Q. Abuse of Work Time.
The continued idleness or non-productiveness during working hours which diverts the employee from performing assigned tasks. This includes wasting time, engaging in idle talk or gossip, or conducting personal business.
1. First occurrence: Oral to written reprimand
 2. Second occurrence: Written reprimand to suspension
 3. Third occurrence: Suspension to dismissal
 4. Fourth occurrence: Dismissal
- R. Misuse of Position.
The misuse of powers of authority that accompany a position for personal advantages such as to assist friends or family for financial or other gains.
1. First occurrence: Written reprimand to dismissal
 2. Second occurrence: Dismissal

- S. Misuse of School District Controlled Funds, Property, or Equipment.
The unauthorized use of any School District controlled property or equipment for any reason other than for official School District business.
1. First occurrence: Written reprimand to dismissal
 2. Second occurrence: Dismissal
- T. Neglect of Duty.
Carelessness in omission of, or inattention to, the performance of assigned duties and responsibilities. Negligence is synonymous with carelessness and signifies lack of care, caution, attention, diligence, or discretion.
1. First occurrence: Written reprimand to dismissal
 2. Second occurrence: Dismissal
- U. Abuse of Drugs.
Being under the influence of, being in possession of, the sale of, or the distribution of any non-prescribed drug or narcotic while on duty.
1. First occurrence: Suspension/Dismissal
 2. Second Occurrence: Dismissal
- V. Use of Tobacco or Tobacco Products on School Property.
1. First Occurrence: Written reprimand or suspension.
 2. Second Occurrence: Suspension or dismissal.
 3. Third Occurrence: Dismissal.
- W. Threatening the Safety or Welfare of the School District or its Students.
1. First Occurrence: Written reprimand or suspension.
 2. Second Occurrence: Suspension or dismissal.
 3. Third Occurrence: dismissal.
- X. Rudeness to Students, Staff or the Public.
Impolite, discourteous, unprofessional, or uncooperative language or actions toward student, staff or the public.
1. First occurrence: Oral reprimand
 2. Second occurrence: Written reprimand
 3. Third occurrence: Suspension
 4. Fourth occurrence: Dismissal
- Y. Harassment, Discrimination, or Retaliation.
Any conduct that violates the School District's Equal Employment Opportunity Policy.
1. First occurrence: Written reprimand to dismissal
 2. Second occurrence: Dismissal

- Z. Sleeping While on Duty.
The failure of an employee to remain awake while on duty during the established work shift.
1. First occurrence: Suspension
 2. Second occurrence: Dismissal
- AA. Theft or Stealing.
The unauthorized taking of any property or service.
1. First occurrence: Dismissal
- AB. Threatening and/or Abusive Language.
The use of language which is threatening, profane, vulgar, or abusive.
1. First occurrence: Written reprimand to dismissal
 2. Second occurrence: Dismissal
- AC. Violation of Safety Practices.
The failure to adhere to or follow established safety rules. This includes the failure to wear safety equipment and the performing of any unsafe action.
1. First occurrence: Written reprimand to suspension
 2. Second occurrence: Dismissal
- AD. Willful Violation of a Provision of Law or School Board Policies and/or Regulations.
The deliberate failure to abide by School Board Policies or to follow the statutes governing employment by the State of Florida. This may include, but is not limited to giving or accepting a bribe, discrimination in employment, or illegal campaigning.
1. First occurrence: Written reprimand to dismissal
 2. Second occurrence: Dismissal
- AE. Strike or Concerted Activity.
Instigating or supporting in any manner a strike. A strike is defined by Florida Statute as: The concerted failure of employees to report for duty; the concerted absence of employee from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with the school district for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; and picketing in furtherance of a work stoppage. The term "strike" shall also mean any overt preparation,

including, but not limited to, the establishment of strike funds with regard to the above activities.

1. First occurrence: Dismissal.

AF. Unauthorized Distribution and Solicitation.

The distribution of written, printed or reproduced material of any kind, sales to, or solicitation of, students or employees by another employee, for any purpose not specifically authorized by the School District, while either employee is on duty shall constitute unauthorized distribution and solicitation, subject to disciplinary action.

1. First occurrence: Oral reprimand
2. Second occurrence: Written reprimand
3. Third occurrence: Suspension
4. Fourth occurrence: Dismissal

AG. Unauthorized Claim for Overtime Pay.

Making claims for overtime pay without prior approval of supervisor or Superintendent.

1. Written reprimand to dismissal
2. Dismissal

AH. Dress Code.

All faculty and employees of the School District of DeSoto County serve as role models for students with whom they work and as leaders in the community. Consistent with these roles, all faculty and employees will dress in a manner and have an appearance that is appropriate and professional in light of their job duties and work environment.

Parameters:

1. Hair must be clean, neat and well-groomed.
2. Foundation garments shall be worn and not visible
3. Clothing that has any type of drawing or words that are vulgar, profane, suggestive or advertising an affiliation with drugs, alcohol, violence or gang related activities is prohibited.
4. Pants must be sized appropriately.
5. Shirts/blouses shall be sized appropriately.
6. Footwear must be worn at all times. Shoes traditionally worn around the home (house shoes or flip flops) are not permitted.
7. Hats are not to be worn in the buildings.

* Building Principals will make the determination on appropriateness of dress based on job responsibilities of employee (i.e.; physical education, agriculture teacher, etc.)

1. First occurrence: Clarification Conference
2. Second occurrence: Oral reprimand

- 3. Third occurrence: Written reprimand
- 4. Fourth occurrence: Action to be viewed as insubordination for this repeated offense.

AI. Violation of Restroom & Changing Facility Usage Policy.

An employee who willfully enters (for a purpose other than to accompany a person of the opposite sex for the purpose of assisting or chaperoning a child under the age of 12, an elderly person as defined in F.S. 825.101, or a person with a disability as defined in F.S. 760.22 or a developmental disability as defined in F.S. 393.063) a restroom or changing facility designated for the opposite sex and refuses to depart when asked to do so commits the offense of trespass as provided in F.S. 810.08.

- 1. First occurrence: Oral reprimand
- 2. Second occurrence: Written reprimand
- 3. Third occurrence: Suspension
- 4. Fourth occurrence: Dismissal

AJ. Violation of Personal Pronoun Policy.

Violation of Personal Pronoun Policy outlined School Board Policies 1210, 3210, and 4210. Also see Florida Statute 1000.071 and for additional information.

- 1. First occurrence: Oral reprimand
- 2. Second occurrence: Written reprimand
- 3. Third occurrence: Suspension
- 4. Fourth occurrence: Dismissal