

# EMPLOYEE HANDBOOK



## 2023-2024

This Employee Handbook is provided as a guide and is not to be considered a contract. The School District reserves the right to make changes to the policies, procedures, and other statements made in this Employee Handbook. Business conditions, federal and state law, and organizational needs change periodically; such changes may require portions of the Handbook be revised. This is necessary to successfully provide the appropriate employment relationship and to obtain the goals of the organization. Employees are encouraged to contact Human Resources with any questions.

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## **CHAPTER I -- WELCOME**

### ***Vision Statement***

Working as One for the Success of All

### ***Organization***

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

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

The Superintendent is the Chief Administrative Officer for the District. S/he directly supervises the Assistant Superintendent Chief Academic Officer, Assistant Superintendent Chief Operations Officer, Assistant Superintendent Chief Financial Officer.

The Organization Chart for the Sarasota County School District is available in the Appendices of this handbook.



**Terrence Connor**  
**Superintendent**

## ***The Board***

The School Board is currently composed of the members shown below.



From left: Tom Edwards, Tim Enos, Robyn Marinelli, Bridget Ziegler, Karen Rose

## **CHAPTER II -- BEING A SCHOOL BOARD EMPLOYEE**

### ***Employee Definitions***

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

1. **Administrative:** Includes personnel who perform management activities such as developing broad policies for the School District and executing those policies at all levels within the School District. Administrative personnel are generally senior level professionals who have been assigned the responsibilities of system-wide or school-wide functions. Examples of administrative employees include: Superintendent, Associate Superintendent, principals, assistant principals, technical center directors, and others who perform management activities.
2. **Classified:** Includes educational support employees whose job functions are neither administrative nor instructional, yet whose work supports the educational process. Some examples are: technicians, clerical/secretarial workers, skilled crafts workers, service workers, bus drivers, custodians, food service workers, and aides.
3. **Instructional:** Includes employees whose positions require certification including, but not limited to: Department Chairpersons, Grade Level Chairpersons, Guidance Counselors, Social Workers, Classroom Teachers, Visiting Teachers, Homebound Teachers, Librarians, Psychologists, all Instructional Specialists, Summer School Teachers, Itinerant Personnel, Experts-in-Field, and Adult and Community Education Teachers.
4. **Confidential:** Includes employees whose positions are excluded from the two collective bargaining units due to the nature of their work. The confidential positions are:
  - Secretaries and Administrative Assistants to the Superintendent, the Associate Superintendent, School Principals, and Executive Directors
  - Human Resources Department Secretaries, Administrative Assistants, and Human Resources Specialists.
  - Payroll Accountants

### ***Work Schedules***

Employees are hired for various work schedules. Some employees work 186 days each year; some work 196 days, while others work either 220 or 240 days. Check with your manager to determine your specific schedule.

### ***The Professional Code of Ethics***

Because our business involves children, the community holds us to a higher standard than many other professions. As a result, a Professional Code of Ethics governs all employees of the School Board of Sarasota County. Separate Codes of Ethics govern classified and instructional staffs, but the spirits and intent of each is the same: to maintain the worth and dignity of people. You received a copy of the applicable Code of Ethics as part of your hiring packet. Please ensure you



are familiar with its contents, as violations can lead to disciplinary action - up to and including termination.

### ***Nepotism***

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

### ***Union Membership***

The Sarasota Classified/Teacher's Association, "SC/TA", is the labor union that represents those eligible school board employees who elect to join. Employees have the right, without fear of penalty or reprisal, to join or assist the Union or to refrain from such activity. While SC/TA represents its members, they bargain on behalf of all classified and instructional employees. Those interested in joining the Union should contact their local SC/TA representative or call the Union directly at 922-9022.

### ***Dual and Outside Employment***

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

### ***Violations of Law***

As required by the provisions of State Board of Education Rule 6B-1.006(5) and *The Principles of Professional Conduct of the Education Profession* in Florida a professional employee is required to self-report within 48 hours to the Executive Director of Human Resources any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance. Such notice shall not be considered an admission of guilt, nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, self-reporting shall also be required for any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or nolo contendere for any criminal offense other than a minor traffic violation within 48 hours after the final judgment. (A minor traffic violation could be a parking or speeding ticket; however, a DUI is not considered minor.)

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

No employee of the School Board may conduct personal business on school time except for emergencies approved by their cost center head or the Superintendent. School Board equipment or supplies shall not be used to conduct personal business, or any other activity not connected

with the school system. Violation of this rule shall be grounds for disciplinary action - up to and including termination.

### ***Gifts and Solicitation***

The district's employees, volunteers or agents shall not accept, directly or indirectly, gifts or gratuities valued at more than \$25 from vendors or potential vendors which might influence or appear to influence purchasing decisions.

### ***Political Activities***

Florida Statute 104.31 and School Board policies 2.51 and 6.34 govern political activities of school public employees. Some things to remember are:

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

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

## **CHAPTER III -- WORKPLACE STANDARDS AND POLICIES**

### **2.71 -- Policy Against Discrimination – Employees/Applicants**

#### **General Policy Statement**

The School Board of Sarasota County (“School Board”) is committed to providing all students and employees in the School District of Sarasota County (“District”) with a safe and supportive school and work environment. Members of the “District community” – students, teachers, administrators, staff, and all school employees, as well as agents, volunteers, contractors, and persons subject to the supervision and control of the District – are expected to treat each other with mutual respect and to accept the rich diversity which makes up the community. Disrespect among members of the District community is unacceptable behavior which threatens to disrupt the learning environment and decrease self-esteem.

Accordingly, it is the policy of this District to prohibit any form of discrimination and harassment based on an individual’s race, color, religion, ethnic or national origin, age, disability, veteran or military status, marital status, pregnancy, sex, gender, gender identity or expression, or sexual orientation. It is thus a violation of School Board policy for any member of the District community to discriminate against, harass or tolerate such discrimination or harassment of any other member of the District community on account of race, color, religion, ethnic or national origin, age, disability, veteran or military status, marital status, pregnancy, sex, gender, gender identity or expression, or sexual orientation, as defined by this policy.

The school system will act to promptly investigate all complaints, either formal or informal, verbal or written, of discrimination or harassment because of race, color, religion, ethnic or national origin, age, disability, veteran or military status, marital status, pregnancy, sex, gender, gender identity or expression, or sexual orientation; to promptly take appropriate action to protect individuals from further discrimination or harassment; and, if it determines that discrimination or harassment occurred, to promptly and appropriately discipline any member of the District community who is found to have violated this policy, and/or to take other appropriate action reasonably calculated to end the discrimination or harassment.

Additionally, it is the policy of this District that all District employees and adult community members are prohibited from entering or attempting to form romantic or sexual interactions with any student enrolled in the District, regardless of the student’s age.

***Discrimination*** is conduct which deprives a person of the opportunity to participate in employment, educational programs or activities, athletic programs or activities, School Board or school sponsored activities, or any other activity offered or provided by the School Board, on account of race, color, religion, ethnic or national origin, age, disability, veteran or military status, marital status, pregnancy, sex, gender, gender identity or expression, sexual orientation, or any other characteristic protected by federal or state law or School Board policy.

The School Board shall also comply with the Americans with Disabilities Act of 1990 (ADA). This law makes it unlawful to discriminate against a qualified individual with a disability who can perform the essential functions of his/her job with reasonable accommodations.

**Harassment** is any verbal or physical act, or intentionally written message or image (including those electronically transmitted) that is directed by a person or persons against another person or persons that is shown to be motivated by race, color, religion, ethnic or national origin, age, disability, veteran or military status, marital status, pregnancy, sex, gender, gender identity or expression, sexual orientation, or any other characteristic protected by federal or state law or School Board policy. An act is considered harassment when it:

- physically harms a student or adult, or damages the student's or adult's property; or
- has the effect of substantially interfering with a student's education or the adult's work environment; or
- is severe, persistent, pervasive, and objectively offensive to the point that the prohibited conduct substantially impairs the person's participation in their employment, educational programs, school sponsored activities, or any other activity offered or provided by the School Board; or
- has the effect of substantially disrupting the orderly operation of the school or workplace.

Harassment as defined in this policy can take many forms, including:

**Race/Color Harassment** may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

**Religious (Creed) Harassment** may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

**Ethnic or National Origin Harassment** may occur where conduct is directed at the characteristics of a person's ethnic or national origin, such as negative comments regarding customs, manner of speaking, language used, limited English language skills, surnames, or ethnic slurs.

**Age Harassment** may occur where conduct is directed at the characteristics of a person's age, such as derogatory ageist remarks, age-based jokes, or remarks reflecting negative age stereotypes.

**Disability Harassment** may occur where conduct is directed at the characteristics of a person's disabling condition, such as negative comments about speech patterns, movement, physical impairments, or defects/appearances, or the like.

**Veteran or Military Status Harassment** may occur where conduct is directed at a person due to his/her past, current, or future membership, service, or obligation in a uniformed service.

***Marital Status Harassment*** may occur where conduct is directed at a person due to his/her status as single, married, separated, divorced, widowed, or with a partner.

***Pregnancy Harassment*** may occur where conduct is directed at the characteristics of a person's pregnancy and condition of pregnancy.

***Sexual Harassment*** is a form of sex discrimination that is unlawful under federal, state, and (where applicable) local law. For purposes of this policy, "sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

"Quid pro quo" sexual harassment:

- Submission to such conduct is made, implicitly or explicitly, a term or condition of an individual's employment or status in a class, educational program, or activity; or
- Submission to or rejection of such conduct is used as a basis for a decision affecting an individual's employment or participation in a class, educational program or activity; or

"Hostile environment" sexual harassment:

- Such conduct is so severe, pervasive, and objectively offensive that it has the purpose or effect of:
  - Altering the terms or conditions of a person's employment or educational experience; or
  - Unreasonably interfering with an individual's work or performance in a class, educational program or activity, thus creating a hostile or abusive working or educational environment.

Any instance of quid pro quo sexual harassment, sexual assault, dating violence, domestic violence, or stalking will not be evaluated for severity, pervasiveness, offensiveness, or denial of equal educational access, because such misconduct is sufficiently serious to deprive a person of equal access.

The term "of a sexual nature" is a broad term that includes conduct or comments about sex (the physical act), based on sex (persons being male or female), or based on sexual orientation or gender-based stereotypes.

Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender or behavior that is directed at an individual because of that individual's sex, gender, gender identity or expression, or sexual orientation.

- Gender is the state of being male or female in relation to the social and cultural roles that are considered appropriate for men and women.
- Gender identity is a personal conception of oneself as male or female, both or neither. One's gender identity can be the same or different from their sex assigned at birth.
- Gender expression is the external appearance of one's gender identity, usually expressed through behavior, clothing, haircut or voice, which may or may not conform to socially defined behaviors and characteristics typically associated with being either masculine or feminine.
- Sexual orientation is an inherent or immutable enduring emotional, romantic or sexual attraction to other people.

Please see "Creating Safe Schools for all Students: Gender Diverse Student Guidelines," issued by the District LGBTQIA Task Force, for additional definitions and guidance on topics related to gender diverse students.

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

- Unwelcome sexual advances, propositions, invitations, and flirtations.
- Unwelcome and inappropriate touching, patting, spanking, or pinching of another person.
- Acts of sexual violence and physical sexual assaults, such as rape, attempted rape, unwanted touching of a sexual nature, or threatening to force or coerce sexual acts, including the touching of intimate parts or sexual intercourse, on another.
- Any unwelcome communication that is sexually suggestive, sexually degrading or derogatory, or implies sexual motives or intentions, such as:
  - sexual remarks or innuendoes about an individual's clothing, appearance or activities;
  - sexual jokes;
  - sexual gestures;
  - public conversations about sexual activities or exploits;
  - sexual rumors and "ratings lists;"
  - howling, catcalls, and whistles;
  - sexually graphic computer files, messages or games.

- A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
- Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
- Unwelcome and offensive name calling or profanity that is sexually suggestive or explicit, sexually degrading or derogatory, implies sexual intentions, or that is based on sexual stereotypes or sexual orientation, gender identity or gender expression.
- Unwelcome physical contact or closeness that is sexually suggestive, sexually degrading or derogatory, or sexually intimidating such as the unwelcome touching of another's body parts, cornering or blocking an individual, standing too close, or stalking.
- Unwelcome and sexually offensive physical pranks or touching of an individual's clothing, such as hazing and initiation, "streaking," "mooning" or "wedgies" (pulling underwear up at the waist so it goes in between the buttocks), bra-snapping, skirt "flip-ups," or placing hands inside an individual's pants, shirt, blouse, or dress.
- Unwelcome leers, stares, gestures, or slang that are sexually suggestive; sexually degrading or derogatory or imply sexual motives or intentions.
- Wearing clothing with sexually obscene or sexually explicit and offensive slogans or messages.
- Recording or distributing images (e.g. video, photograph) or audio of another person's sexual activity, intimate body parts, or nakedness without that person's consent. Only individuals 18 years old and above are legally able to consent to this activity in Florida.
- Displaying or placing sexually suggestive, degrading or derogatory objects, pictures, videotapes, audio recordings, or writings in the work or educational environment, which may embarrass or offend someone, and which have no educational value and are unrelated to educational objectives.
- Other hostile actions taken against an individual because of that person's sex, sexual orientation, gender identity, gender expression, or transgender status, such as interfering with or sabotaging that person's work or school activities; bullying, yelling, or name calling; or otherwise interfering with that person's ability to work or participate in school functions and activities.
- Any unwelcome behavior based on sexual stereotypes and attitudes that is offensive, degrading, derogatory, intimidating, or demeaning, including, but not limited to:

- disparaging remarks, slurs, jokes about or aggression toward an individual because the person displays mannerisms or a style of dress inconsistent with stereotypical characteristics of the person's sex or gender;
- ostracizing or refusing to participate in group activities with an individual during class projects, physical education classes or field trips because of the individual's sex, sexual orientation, gender expression or gender identity; or
- taunting or teasing an individual because they are participating in an activity not typically associated with the individual's sex or gender.

For purposes of this policy, actions or conduct shall be considered "unwelcome" if the student, employee or non-employee did not request or invite it and regarded the conduct as undesirable or offensive. However, a person's subjective belief alone that behavior is offensive does not necessarily mean the conduct rises to the level of a policy violation. The behavior must also be objectively offensive to meet the definition of prohibited sexual harassment.

**Stalking** occurs when a course of conduct is directed at a specific person, based on actual or perceived membership in a protected class, that is unwelcome and would cause a reasonable person to feel fear. Stalking also occurs when a course of conduct is repetitive and menacing and includes pursuing, following, harassing and/or interfering with the peace and/or safety of another.

### ***Alcohol and Drug Free Workplace***

We are a drug free workplace. As such, no employee shall possess, consume, sell, distribute, dispense, use or be under the influence of any alcoholic beverages in the workplace. Nor shall any employee possess, consume, sell, manufacture, distribute, dispense, use or be under the influence of, on or off the job or in the workplace, any narcotic, drug, amphetamine, barbiturate, marijuana or any other controlled substance, as defined in the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulations at 21 CFR 12001.11 through 1300.15 or Florida Statutes, Chapter 893. As a condition of employment, each employee will: (a) abide by the terms of this policy, and (b) notify the Superintendent of any criminal drug statute arrest or conviction within 48 hours.

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

### ***Tobacco Use In District Facilities 2.90***

The Sarasota County School Board recognizes that the use of tobacco products is a health, safety, and environmental hazard for students, employees, parents, visitors, and school facilities; therefore, the School Board prohibits the use of any form of tobacco products in any area utilized by students or designated for student activities. Additionally, and in accord with law and other governing regulations, the Board prohibits the use of tobacco products in any form in school buses, district-



owned vehicles, and in any portion of any building or property owned by, or leased to, the board. Employees, visitors, volunteers, and contractors must comply with this policy at all times, whether on or off district property.

For purposes of this policy, “use of tobacco” shall mean all uses of tobacco, including cigars, cigarettes, pipes, chewing tobacco, snuff, or any other matter or substances that contain tobacco, and the possession of papers used to roll cigarettes. The “use of tobacco” shall also include the use of electronic, vapor, look alike, clove, hookah or any other substitute form of cigarettes or smoking devices.

### ***Emergency School Closings***

In case of an emergency, the Superintendent/designee is authorized to close any school or all schools and to dismiss a school(s) prior to the regular daily dismissal hour. The principal may dismiss the school when the Superintendent or designee cannot be contacted, and an extreme emergency exists endangering the health, safety, or welfare of students.

1. In a declared state of emergency, school personnel shall maintain control of students until these students are released from school or in the case of transported students, until they depart from the school bus.
2. The principal shall cooperate with emergency preparedness authorities during a natural or man-made disaster. If a civil disturbance or similar situation occurs, the principal shall cooperate with the law enforcement authorities.

### ***Child Abuse Reporting***

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

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

### ***Safety***

The District has developed and promotes a comprehensive program to ensure the safety of its employees, students, and visitors. The safety program includes guidelines and procedures for responding to emergencies and activities to help reduce the frequency of accidents and injuries. To

prevent or minimize injuries to employees, coworkers, and students and to protect and conserve School District equipment, employees must comply with the following requirements:

- Observe all safety rules
- Familiarize yourself with School District critical incident plans/procedures and emergency preparedness protocols
- Keep work areas clean and orderly at all times
- Immediately report all accidents to their supervisor
- Operate only equipment or machines for which they have training and authorization
- All employees must wear their employee ID card while on school district property per School board rule 6.19.

Employees with questions or concerns relating to safety programs and issues should contact their immediate supervisors or the Department of Safety & Security at 966-SAFE (7233).

### ***Visitors in the Workplace***

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

### ***Employees with Weapons***

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

### ***Bullying and Harassment***

It is the policy of the Sarasota County School district that all its students and school employees have an educational setting that is safe, secure, and free from harassment and bullying of any kind. The district will not tolerate bullying and harassment of any type. Conduct that constitutes bullying and harassment is prohibited.

## CHAPTER IV -- ATTENDANCE

### ***Probationary Period***

All newly hired employees have a probationary period; the duration of that period is based upon classification (see page 6 for an explanation of the categories). Employment during the probationary period must be continuous for probation to be successfully completed.

For classified employees, the probationary period begins on the first day of regular employment and continues for six (6) months.

For instructional employees, the first-year contract is the probationary period.

Administrators should review their contracts to determine the probationary period.

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

### ***Hours Worked***

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

**Classified Employees:** The regular workweek will be Monday thru Friday (except for specific employees hired prior to Nov 1, 1996). Specific workdays for each category of employee are defined in the Classified Bargaining Agreement. All employees working four or more hours will receive a 15-minute break. Those employees working seven hours or more per day will receive two 15-minute breaks. No employee will be required to work through his or her lunch.

### ***Attendance***

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

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

**Reporting Absences:** Employees who will be away from their normal place of work during normal duty hours are expected to report their absences to their immediate supervisor. Except in cases of emergency or illness, absences should be arranged in advance and requested/approved on the appropriate School Board forms.

### ***Job Abandonment***

Employees who are absent from work without contact and approval by their cost center head will be considered to have abandoned their position. In such cases, the employee will be notified in writing of this fact and given a timeframe within which they must contact their cost center head. In cases where contact does not occur within the defined timeframe, the Board will take action to terminate the employee for Job Abandonment.

### ***Substitute Assignments***

Substitute teachers and classified are assigned centrally through Sub Central. Substitutes may contact Sub-Central at extension 31226.

Substitute custodians are scheduled directly through the Facilities Department at (941) 316-8143. Substitute food service workers are scheduled directly through Food and Nutritional Services Department at (941) 486-2199.

Other substitutes are scheduled and assigned at the discretion of individual cost center heads.

All substitutes must have completed an application and new hire paperwork (to include a physical exam, drug test and fingerprints) prior to starting work.

## **CHAPTER V -- PERFORMANCE MANAGEMENT**

### ***Performance Evaluation***

Each member of the instructional and administrative staff shall receive an annual evaluation by his/her immediate administrative supervisor. New teachers will be evaluated twice annually. Each member of the classified staff shall receive an evaluation when deemed necessary, but no less than once every three years, by his/her immediate administrative supervisor. The purpose of the evaluation shall be to improve the services of personnel in all departments. The administrative supervisors and department heads shall use the evaluation form provided by the Superintendent. A copy of each employee's evaluation report shall be filed in the employee's site file. Evaluations for teachers, principals, assistant principals and select district instructional staff will be completed and maintained on the online Instructional Improvement System (IIS).

### ***Professional Development***

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

What is the Short List?

- SCIP Mentoring Program
- Leadership Academy
- PRIDE
- Administrative Internship
- CPR

### **Instructional Aides**

The federal *No Child Left Behind* legislation requires instructional aides who work in Title I schools to have an associate degree, 60 semester hours of college, or have passed a rigorous exam. This is also a District requirement for any aide at the Paraprofessional level. The District offers several opportunities to help aides who aspire to be Paraprofessionals achieve this goal. Those interested in taking a test may do so through the Test Center Department at Sarasota County Technical Institute. If you would like an opportunity to prepare, study guides are available for you to borrow from all Title I schools and in Human Resources.

### **Classified**

Most classified employees have training opportunities targeted at your functional area of expertise - that is, making you better at what you do. The Classified Bargaining Unit Collective Bargaining Agreement addresses some of them. Please consult your Supervisor or Director to

find out what opportunities may be available to you.

### **Administrative Interns**

If you are a teacher who aspires to be a school-based administrator, duty as an administrative Interns may be a logical first step. Administrative Intern positions are normally short-term opportunities that allow an aspiring teacher to sit in the chair of an Assistant Principal, learn what they do and begin to build experience for your professional resume. The result helps you become competitive for Assistant Principal positions and helps you be successful once you get there.

### **Leadership Academy**

Leadership Academy is for teachers and other District staff aspiring to become administrators. It is a two-year, intensive program for aspiring school and district-based administrators who have completed an advanced degree in Educational Leadership or a related field. The program extends the university experience emphasizing the application of learning in a real-world context. The focus centers on three types of leadership: instructional, operational, and situational. The engaging curriculum is problem-based, interactive, and involves action research. There will be a heavy coaching emphasis, a required summer internship, and school-based project. Successful completion of the Leadership Academy entitles participants to priority consideration for administrative internships as well as the opportunity to interview for Assistant Principal vacancies. (There is a formal application process. You must be recommended by your principal or another district administrator who agrees to sponsor you.)

## **CHAPTER VI – COMPENSATION**

### ***Salary***

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

### ***Direct Deposit***

Direct deposit is mandatory for all School Board employees. Enrollment forms are available on the Employee Portal and the School Board website or in the Human Resources and Payroll offices. Employees will receive their payroll information via the Employee Portal. A pay stub image documenting gross pay, tax withholdings, other deductions and net pay, as well as attendance, leave accruals and hours worked (subs/non-appointed employees) are available for display. If an employee wishes to change financial institutions or add additional (up to three accounts) direct deposit amounts, he/she is required to complete a new direct deposit form and give advance (1 week) written notice to the Payroll office.

### ***Pay Day***

Each employee is paid in 24 installments. Employees will be paid semi-monthly on the 15<sup>th</sup> and last working day of each month. When a payday falls on a Federal holiday or weekend, employees shall receive their paychecks on the last previous weekday.

### ***Overtime***

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

### ***Shift Differential***

Shift differentials will be paid as follows:

Custodial First Shift (start time beginning before 12:00 p.m.) - an additional 10%

Second Shift (start time beginning on or after 12:00 p.m.) – an additional 5%

Third Shift (start time beginning on or after 10:00 p.m.) – an additional 10%

In those cases where management and the employee agree on a temporary shift change during periods of school closure, an employee's shift differential will not be decreased.

## ***Compensatory Time Off***

Compensatory time may be awarded to administrators who are exempt from overtime pay requirements as described in the Fair Labor Standards Act. Compensatory time may also be granted to Landings-based instructional employees. Compensatory time is not permissible for classified, hourly-paid employees. Compensatory time must be requested by the administrator and approved in advance of any time worked in this status. Compensatory time can only be approved at the Superintendent, Associate Superintendent or Chief Officer staff level. Once approved, Compensatory time must be reported as it is accrued and provided to the Payroll office. It is not appropriate to notify your supervisor after hours have been accumulated. The employee must use approved compensatory time within a reasonable period after it is awarded not to exceed twelve calendar months.

Work beyond the normal duty day is considered a condition of employment. Compensatory time may not be earned for hours worked beyond the normal regularly scheduled duty day except for formal events (for example - conducting formal training) that are outside the duty day, directed by a Supervisor or Director and are not compensated as contractual services. Compensatory time is not permitted for travel time. Compensatory time is appropriate for required work completed on non-duty days (Saturday, Sunday, and Holidays).

## ***Educational Salary Credit***

The District offers compensation opportunities for instructional staff who have earned advanced degrees or completed advanced coursework in their field of certification. Instructional staff have four additional pay groups available to them on the salary schedule:

- Bachelors + 30 = \$2,500
- Masters = \$5,000
- Masters + 45 = \$7,500
- Doctorate = \$10,000

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



## **CHAPTER VII— BENEFITS**

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

The Cafeteria Plan is the flexible employee benefit program offered to full-time (20 hours or greater per week), Board-appointed employees. It provides a core plan of benefits at no cost to employees. It also provides optional benefit elections for employees.

#### ***Core Benefits***

The following benefits are provided at no cost to the employee:

- Employee Medical Plan (must meet Pathways to Health eligibility requirements to maintain access to higher level plans during employment)
- Employee Dental Plan
- Long Term Disability Insurance
- Life Insurance - \$50,000 Benefit
- Employee Vision Care Plan

#### ***Optional Plans***

- Dependent PPO or HMO Medical Plan
- Dependent Dental Plan
- Dependent Family Vision Care Plan
- Tax-Deferred 401(k) Retirement Plan
- Tax-Deferred 403(b) and 457(b) Retirement Plans
- Voluntary Short Term Disability Plan
- Voluntary Critical Illness Plan
- Voluntary Accident Plan
- Voluntary Whole Life Insurance Plan
- Health Care Flexible Spending Account
- Dependent Care Flexible Spending Account

#### ***COBRA***

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

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

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

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

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

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

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

You will receive from FRS a personalized benefit comparison statement, along with a personal identification number “PIN”, which can be used to log on and explore the ***MyFRS.com*** website. The initial election period is 8 months following the month of hire. If you have any questions, please feel free to call the retirement office in, Risk Management at 927-9000 ext.32318.

### ***Pre-Tax Deductions***

All dependent medical, dental and vision plan deductions are pre-tax. You will save Federal Income and Social Security Taxes on the cost of benefits that you pay on a pre-tax basis. (There may be a small reduction in your Social Security benefits because less money is going into your personal Social Security account.)

### ***Health Insurance***

The School Board offers a choice of four health insurance plans. Board appointed employees, scheduled to work 20 or more hours per week, can be covered under the plan of their choice at no cost to the employee. Dependent coverage is available under the plan of your choice at an additional cost. Both employee and dependents must be insured under the same plan. Employees will be required to provide proof of dependent eligibility via dependent birth certificate for children and marriage certificate for spouse. You may choose from the following health plans:

### **Preferred Provider Organization “PPO” Choices:**

**Florida Blue:** *Blue Options Plan 3769* (High PPO) **or** *Blue Options Plan 5360* (Low PPO) are medical plans that pay for treatment of illness or injury subject to coinsurance after deductibles are satisfied. Increased benefits are derived when using a preferred doctor and/or facility. Provider information is available on the web at [www.bcbsfl.com](http://www.bcbsfl.com).

### **Health Maintenance Organization “HMO” Choices:**

**Florida Blue:** The *Blue Care Plan 55* (High HMO) or *Blue Care 60* (Low HMO) are medical plans that pay for treatment of illness or injury but also pays for preventative care, physical examinations, and certain early diagnostic treatments. Services are subject to deductibles and co-payments, which are paid by the patient. Provider information is available on the web at [www.bcbsfl.com](http://www.bcbsfl.com).

### ***Dental Plan***

The School Board dental provider is ***Delta Dental*** and the plan is one of free choice. You may choose any dentist for treatment; however, you may have less out of pocket expenses if you choose a participating Delta Dental PPO or Premier provider, with the highest cost savings usually seen with a Delta Dental PPO provider. Regardless of whom you use for your dental services, benefits will be paid according to the current *Table of Allowances*. The Member Services telephone number is **1-800-521-2651**. Plan information is also available on the web at [www.deltadentalins.com](http://www.deltadentalins.com).

### ***Vision Care***

The vision care program is provided by ***Humana Vision Care Plan (VCP)*** and covers routine eye examinations, corrective lenses and frames, or in some instances, contact lenses. Routine eye examinations and corrective lenses (if needed) are provided every 12 months. Frames are provided every 24 months. If you prefer contact lenses, the plan provides an allowance of \$105 every 12 months in place of the exam and eyeglasses.

There is a \$10 co pay for each eye exam and a \$15 co pay for covered frames and/or lenses. Decorative and cosmetic features are at an additional cost. You may use either a VCP participating provider or a non-VCP provider. Selecting a VCP doctor assures direct payment to the doctor. If you use a non-VCP provider, you may have to pay the doctor his/her full fee and file for reimbursement. You will be reimbursed in accordance with the reimbursement schedule.

### ***Life Insurance***

Employee group term life insurance is provided at no cost to employees as part of the core benefit package. The amount of life insurance is \$50,000.00 for each employee. No yearly enrollment is needed. If you wish to make a change in your beneficiary designation, you may do so through the online enrollment system. The link to the system is located on the Employee Portal under Documents/Links. Life insurance beneficiary changes may be made at any time during the year. If you do not designate a beneficiary, proceeds of the insurance will be paid according to applicable state law.

### ***Voluntary Term Life Insurance***

Voluntary term life insurance coverage is available as a supplement to the employer-paid term life insurance benefit. The employee is responsible for 100% of the cost of the voluntary term life insurance and may elect coverage increments of \$10,000 to a maximum of \$300,000. New hires are eligible for a guaranteed issue amount of \$300,000. Employees may also elect coverage for their spouse in increments of \$5,000 to a maximum of \$150,000, not to exceed 50% of the employee's voluntary coverage amount. New hires spouses are eligible for a guaranteed issue amount of \$50,000.

### ***Long Term Disability Insurance***

LTD insurance is offered as part of the core benefit package at no cost to you. The disability benefit replaces 60% of your base salary if you become disabled for an extended period from a covered illness or accidental bodily injury. If you wish to file a claim under the LTD plan, please contact the Risk Management office. If you have other group LTD plans, you may want to review them for duplicate coverage with the plan offered by Sarasota County Schools. No annual enrollment is required.

### ***Voluntary Short-Term Disability***

Voluntary group short-term disability plans are available. Employees are responsible for 100% of the cost of this plan. The plan provides coverage up to \$3,000 in monthly benefits for up to three months for disabilities due to a covered illness or injury.

### ***Voluntary Critical Illness Insurance***

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

### ***Voluntary Whole Life Insurance***

Voluntary group whole life insurance coverage is available. Whole life insurance is a permanent policy and does not expire after a certain time period and premiums never change. Employees are responsible for 100% of the cost and may purchase plans with coverage amounts up to \$100,000 for employees and up to \$50,000 for the employee spouse. A \$10,000 child term rider is also available for children from 15 days to 24 years old.

### ***Voluntary Accident Insurance Plan***

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

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

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

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

This account is made available for persons who expect to incur health care expenses for themselves or their dependents during the plan year (January 1<sup>st</sup> through December 31<sup>st</sup>) which will not be covered under their medical, dental, vision or other health care plans. Examples include co-payments for office visits, prescriptions, or anything medically necessary not covered by the plan. The main advantage of the Health Care Flexible Spending Account is that expenses reimbursed through this account are paid on a pre-tax basis.

### ***Tax-Deferred 401(k) Retirement Plan***

The tax-deferred 401(k) retirement plan offers a way to save for your retirement years. The 401(k) plan allows you to decide how much of your salary you wish to contribute for retirement needs and how you want it invested. You may contribute a minimum of \$20 per pay period up to the maximum annual deferral limit. *[The IRS sets a maximum deferral limit each year that you must consider when electing your contributions. **The maximum elected deferral applies to combined 401(k) and 403(b) contributions.** There are separate rules affecting 403(b) Tax- Sheltered Annuities (TSA). Please contact your TSA agent for further information.]*

The 401(k) plan is designed as a voluntary supplemental retirement plan. Therefore, you should only invest money that is not needed for current or anticipated expenses prior to retirement. Hardship withdrawals can be made only under very limited circumstances. There is a loan provision under the plan.

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

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

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

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

- Assistance and counseling in person or by phone
- Assessment and assistance from a work-life specialist who is an expert in childcare, adult care, or other everyday concerns.
- Free 30-minute consultations with attorneys and financial counselors
- Access to a website with articles, discounts, podcasts, webinars, assessments, live chats, and databases to help you find local resources.

Login: [login.lifeworks.com](http://login.lifeworks.com)

Username: scs

Password: scs

Phone number: 1-844-664-0379

## ***Sick Leave Bank***

An employee who has been employed by the Board for at least one year and has at least 11 days accrued sick leave as of the date of application for membership, may enroll in the Sick Leave Bank. The employee must voluntarily contribute a newly earned (eleventh) sick leave day to the bank prior to October 31, of any given school year.

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

1. All accumulated sick leave of the member must first be expended.
2. Before the first benefits for a member can be drawn from the bank, the member must undergo an unpaid leave of 20 continuous workdays. However, the member may choose to use accrued vacation days as part of the twenty-day period.
3. Each time a member wishes to draw benefits from the bank, an application must be made to the Sick Leave Bank, submitting medical certification and justification for the protracted leave.
4. A maximum of 100 paid workdays may be received from the bank by a member. Should a member of the Sick Leave Bank exceed his/her 100 days of benefits, she/he will be removed from the Bank for a period of not less than three years. After that time period, she/he may choose to re-enroll in the Bank.

## **CHAPTER VIII—TYPES OF LEAVE**

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

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

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

##### **a. Sicknesses or Death**

1. Each full-time teacher is entitled to four days of sick leave as of the first day of employment of each current year, and thereafter is credited with one additional day of sick leave at the end of each month of employment. However, no teacher may earn, during a fiscal year, more than a total of one day of sick leave for each month of employment. The unused portion of sick leave shall accumulate from year to year to the limit permitted by Statute. "Sick Leave" shall be defined as personal illness or disability of the teacher, or illness or death of a member of his/her immediate family. "Immediate Family" shall be defined as a spouse, parent, child, brother, sister, grandparent, parent-in-law, sister-in-law, brother-in-law, other close relative, or member of his/her own household.
2. A teacher may authorize the transfer of some or all of his or her accumulated sick leave to his or her spouse, child, parent or sibling who is also an employee of the School Board of Sarasota County. This transfer of sick leave is voluntary on the part of the donating employee. Sick leave may only be transferred to those family members specified above and may not be transferred between non-related employees. Sick leave may only be transferred when the receiving employee has fully exhausted his or her existing sick leave accrual (excluding sick leave bank days) and must be utilized at the time of transfer. Sick leave may only be transferred while the family member is on approved sick leave status. This transfer may occur across bargaining units.
3. A sick leave bank is set forth in Appendix C which is attached hereto and made a part hereof.
4. Other than as described in Section B above, sick leave credit may not be transferred or loaned to another teacher or employee.

##### **b. Personal Days**

Each teacher shall be provided six days to be used for the teacher's personal business or emergencies. A personal leave day may be used for any purpose at the discretion of the teacher, except as outlined below. A teacher planning to use a personal leave day or days shall notify his/her Principal at least 48 hours in advance, except in case of emergency. Such personal leave shall be charged to sick leave and not be cumulative. Leave forms shall be available at the school offices, and they are to be filled out upon

the teacher's return from such leave. "Personal Leave" shall be adequate explanation for such leave. The teacher upon return to duty shall fill out the standard leave form explaining the emergency in those cases where less than 48 hours notice has been given.

c. Days Immediately Preceding or Following a School Holiday

An employee requesting a personal day for a workday immediately preceding or following the days listed below must receive prior approval at least one week in advance from the cost center head. The cost center head may deny a personal day request during this time period, due to a lack of availability of substitutes. The cost center head will make all reasonable efforts to ensure the approval of such requests are fairly distributed among the employee requests. Any employee requesting a sick day for a period continuous with one of the days may be asked to provide medical documentation for the day in question. Failure to provide such documentation will lead to a forfeiture of the employee's pay for the day in question (i.e., unpaid leave). In the case of "the last day of student attendance," the above language applies to the day before the actual last day of student attendance.

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

2. Illness-In-The-Line-Of-Duty Leave

Each teacher shall be entitled to illness-in-the-line-of-duty leave with net pay when absent because of a personal injury (including assault) received in the discharge of duty or because of illness from any contagious or infectious childhood diseases contracted in school work, other than common cold or flu. The above circumstances are subject to Administrative review and consultation with the local board of health if deemed appropriate.

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

- a. Such leave due to the illnesses shall be authorized for the length of time which is generally accepted by the medical profession as necessary for recovery or for the specified time allotted for recovery by the individual teacher's physician, whichever is shorter.
- b. Leaves due to the injuries or illness shall be authorized for a period for which a physician certifies the teacher's inability to work or for the maximum number of days as specified by the then current applicable Florida Statute following the injury or illness, whichever is shorter. After that time the teacher will receive wage loss payments as specified by Florida Statute.



- c. The Board's liability pursuant to this Article shall end if the teacher becomes eligible for state and/or social security disability benefits.
- d. The teacher may use his/her own accumulated sick days upon expiration of benefits under Sections 1 and 2 above.
- e. The teacher shall be provided, upon request, unpaid personal leave for medical reasons upon expiration of the in-the-line-of-duty leave and accumulated sick leave.

### 3. Leave for Union Officers

Upon request, leaves of absence, limited to three persons per year, shall be granted to Union officers or staff. This leave will be extended yearly to include the officer's full term of office. The SC/TA will reimburse the Board for all expenses associated with these leaves.

### 4. Temporary Duty Days

Temporary duty days with pay may be granted to teachers for purposes stated below. The Superintendent shall make the final determination as to approval or disapproval of an application.

- a. Attending and/or participating in professional meetings relating to educational workshops, seminars, or conferences sponsored by professional educational organizations, colleges, universities, or government or private agencies concerned with public school matters.
- b. Visitation for the purpose of observing instructional techniques or programs.

### 5. Civic Duties

Any teacher may be granted, upon written request and with the Superintendent's approval, up to three days leave with pay to perform civic duties at the local, state, or national level. If the teacher is compensated for his or her civic service, any compensation earned from the civic service must be returned to the School Board.

### 6. Leave for Legal Commitments and Transactions

- a. A teacher who is absent because of a mandatory (subpoena) court appearance shall incur no reduction in pay by reason of such appearance. A copy of the subpoena must be filed with the absence report.
- b. A teacher may serve on temporary assignment on jury duty without loss of pay if he/she so desires.
- c. A teacher released from his/her subpoena or jury duty with enough time remaining to

return to his/her school center to complete at least one-half day of his/her duty day shall return to his/her school center unless released by the Principal.

## 7. Annual Leaves

- a. Effective with the 1985/86 school year, those teachers already teaching 240 days shall be considered 12-month personnel as defined by the school calendar.
- b. Teachers on 12-month contracts will accrue and utilize annual leave in accordance with the provisions of the Classified Bargaining Agreement, Article XVII – Paid Leaves, G. Annual Leave. Annual leave may be denied for good cause. Legitimate student need constitutes good cause.
- c. The normal teacher work year will be 196 days. Additional duty days may be assigned on a yearly basis. 11-month teachers will earn one non-duty day each year, which will not be cumulative.

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

#### A. Sick Leave

##### 1. Sickesses or Death

- a. Each full-time employee is entitled to four days of sick leave as of the end of the first month of employment of each current year and thereafter is credited with one additional day of sick leave at the end of each month of employment. However, no employee may earn, during a fiscal year, more than a total of one day of sick leave for each month of employment. The unused portion of sick leave shall accumulate from year to year to the limit permitted by statute. “Sick Leave” shall be defined as personal illness or disability of the employee, or illness or death of a member of his/her immediate family. “Immediate Family” shall be defined as a spouse, parent, child, brother, sister, grandparent, parent-in-law, sister-in-law, brother-in-law, other close relative, or member of his/her own household.
- b. An employee may authorize the transfer of some or all his or her accumulated sick leave to his or her spouse, child, parent, or sibling who is also an employee of the School Board of Sarasota County. This transfer of sick leave is voluntary on the part of the donating employee. Sick leave may only be transferred to those family members specified above and may not be transferred between non-related employees. Sick leave may only be transferred when the receiving employee has fully exhausted his or her existing sick leave accrual (excluding sick leave bank days) and must be utilized at the time of transfer. Sick leave may only be transferred while the family member is on approved sick leave status. This transfer may occur across bargaining units.
- c. A sick leave bank is set forth in Appendix E which is attached hereto and made a part hereof.
- d. Other than described in Section b above, sick leave credit may not be transferred or loaned to another employee.

## 2. Personal Days

Each employee shall be provided six days to be used for the employee's personal business or emergencies. A personal leave day may be used for any purpose at the discretion of the employee, except as outlined below. An employee planning to use a personal leave day or days shall notify his/her cost center head at least 48 hours in advance, except in case of emergency. Such personal leave shall be charged to sick leave and not be cumulative. Leave forms shall be available at the cost center locations, and they are to be filled out upon the employee's return from such leave. "Personal Leave" shall be adequate explanation for such leave. The employee upon return to duty shall fill out the standard leave form explaining the emergency in those cases where less than 48 hours' notice has been given.

## 3. Days Immediately Preceding or Following a School Holiday

An employee requesting a personal day for a workday immediately preceding or following the days listed below must receive prior approval at least one week in advance from the cost center head. The cost center head may deny a personal day request during this time period due to a lack of availability of substitutes. The cost center head will make all reasonable efforts to ensure the approval of such requests are fairly distributed among the employee requests. Any employee requesting a sick day for a period continuous with one of the days may be asked to provide medical documentation for the day in question. Failure to provide such documentation will lead to a forfeiture of the employee's pay for the day in question (i.e., unpaid leave). In the case of "the last day of student attendance," the above language applies to the day before and the actual last day of student attendance.

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

## B. Illness-In-The-Line-Of-Duty Leave

Each employee shall be entitled to illness-in-the-line-of-duty leave with net pay when absent because of a personal injury (including assault) received in the discharge of duty or because of illness from any contagious or infectious childhood diseases, other than common cold or flu. The above circumstances are subject to Administrative review and consultation with the local board of health if deemed appropriate.

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

1. Such leave due to the illnesses shall be authorized for the length of time which is generally accepted by the medical profession as necessary for recovery or for the specified time allotted for recovery by the individual employee's physician, whichever is shorter.
2. Leaves due to the injuries shall be authorized for the maximum number of days as specified by the then current applicable Florida Statute following the injury or illness, whichever is shorter. After that time, the employee will receive wage loss payments as specified by

Florida Statute.

3. The Board's liability pursuant to this Article shall end if the employee becomes eligible for state and/or social security disability benefits.
4. The employee may use his/her own accumulated sick days upon expiration of benefits under Sections 1 and 2 above.
5. The employee shall be provided, upon request, unpaid personal leave for medical reasons upon expiration of the in-the-line-of-duty leave and accumulated sick leave.

#### C. Leave for Union Officers

Upon request, leaves of absence, limited to three persons per year, shall be granted to Union officers or staff. This leave will be extended yearly to include the officer's full term of office. The SC/TA will reimburse the Board for all expenses associated with these leaves.

#### D. Temporary Duty Days

Temporary duty days with pay may be granted to employees. The Superintendent shall make the final determination as to approval or disapproval of an application.

#### E. Civic Duties

Any employee may be granted, upon written request and with the Superintendent's approval, up to three days leave with pay to perform civic duties at the local, state, or national level. If the employee is compensated for his or her civic service, any compensation earned from the civic service must be returned to the School Board.

#### F. Leave for Legal Commitments and Transactions

1. An employee who is absent because of a mandatory (subpoena) court appearance shall incur no reduction in pay by reason of such appearance. A copy of the subpoena must be filed with the absence report.
2. An employee may serve on temporary assignment on jury duty without loss of pay if s/he so desires.
3. An employee released from his/her subpoena or jury duty with enough time remaining to return to his/her cost center to complete at least one-half day of his/her duty day shall return to his/her cost center unless released by the cost center head.

## G. Vacation Days

1. All full-time employees working on a 12-month basis shall earn annual leave as follows:  
As of July 1, 2015, all 12-month employees will earn vacation days each year as indicated below:

First 60 months of employment – 6 days

61-120 months of employment – 9 days

121+ months of employment – 12 days

2. Vacation days can be accrued up to 60 for terminal pay purposes. No more than 60 days of vacation accrual can be rolled forward to the succeeding school year. Vacation days accrued beyond 60 days will be forfeited on June 30th of any given school year if not utilized.
3. An employee's annual leave will be scheduled by the employee's immediate administrator. For leaves of five or more day's duration, more than one-week notice must be provided. In the case of leaves of less than five days duration, other than in exceptional circumstances, employees must seek annual leave at least 48-hours prior to the commencement of the desired leave. Pre-approval of such leave is required in all circumstances. Denial of such request will only be for good cause. Deviations from these timelines will be granted at the discretion of the cost center head.
4. Upon termination of employment, the effective date of departure may be post-dated, or the employee will receive payment for the unpaid annual leave days, except as limited by number 2, above.
5. As indicated above, annual leave days may represent compensation for days already worked.

## H. Holidays

The Board will designate nine holidays in addition to the six paid holidays designated by the Board. Before adopting the calendar, the Board will consider the requests of the Union. In those years where there are 105 weekend days, the Board will designate eight holidays.

## I. Teacher Internship Program

The following information shall serve as the criteria for granting a leave of absence, with pay for district employees required to perform a full-time internship (student teaching) in fulfillment of a degree in the field of teaching:

1. The candidate:
  - a. Must have been employed by the school district for a minimum of one school year in a full-time Board-appointed capacity prior to the commencement of leave.
  - b. Must not have received an "Unsatisfactory" rating on his or her most recent

#### Performance Evaluation.

- c. Must submit a letter requesting a leave of absence to the Director of Human Resources twenty (20) workdays prior to the leave (the leave may not exceed one semester).
  - d. The employee may be placed into a particular classroom setting at the Board's discretion and will be paid for the duration of the internship on the SSP-7 salary schedule on a step nearest his/her normal hourly rate of pay that will not cause a decrease in that hourly rate of pay.
  - e. Must be willing to teach in the Sarasota County School District for a minimum of one-year contingent upon receiving an offer of employment as a teacher. However, the granting of leave to perform student teaching does not guarantee an employee a position as a teacher in Sarasota County.
2. Leaves will be granted on a first-come/first-serve basis and will be contingent upon the district's ability to fund the leave.
  3. The employee on leave will be entitled to return to his/her position upon the completion of student teaching leave at his/her previous hourly rate of pay.

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

#### A. Categories of Unpaid Leaves

##### 1. Study/Professional Improvement Leave

A leave of absence without salary for professional improvement may be authorized by the Board for any Continuing Contract or Professional Services Contract teacher. If the purpose of the leave involves a two-year program, a second year shall be approved upon request. Other leaves shall not exceed one year. However, at the end of a leave, a teacher may request another leave of absence, the granting of which shall be at the sole discretion of the Board. Application for such leave shall be submitted to the Superintendent not later than 60 days prior to the start of the semester in which leave is to commence. Experience credit on the salary schedule in the amount authorized in the leave shall be granted upon the teacher's return from leave if he/she has engaged in related studies at an accredited university or he/she has served in a capacity similar to one he/she occupies in the Sarasota County School System. Notwithstanding the foregoing, no experience credit will be granted for any year in which the teacher does not work or participate in the leave as approved one day more than one-half of the regular contract year.

Such leave may be authorized for:

- a. engaging in study at an accredited university;
- b. full-time participation in a federally sponsored Peace Corps;
- c. full-time teaching in foreign or military programs;
- d. cultural travel or work program related to his/her professional responsibilities;
- e. participating in exchange teaching programs in other School Districts, states, territories or countries; or
- f. serving as a full-time paid officer or staff of an education association.

## 2. Medical Leave

A teacher may take an unpaid leave of absence due to either personal illness or due to the illness of a member of his or her immediate family. Prior to taking an unpaid medical leave, the teacher must have exhausted his or her sick day accrual and have completed his or her Family and Medical Leave Act (FMLA) leave if applicable. A teacher requesting medical leave must provide medical documentation of the illness in question.

## 3. Worker's Compensation

A teacher receiving Worker Compensation payments will be deemed to be on an unpaid Worker's Compensation leave during that time period. Teachers on an approved Worker's Compensation leave will be afforded all those rights specified in Section 440, Florida Statutes, as well as those supplemental benefits outlined in Sections 1012.63 and 1012.69, Florida Statutes. Teachers may supplement their Worker's Compensation benefits by utilizing their accrued sick leave. During the period they are supplementing their Worker's Compensation benefits with accrued sick leave, they will be considered on a paid leave status. Teachers on Worker's Compensation leave will continue to receive the medical benefits afforded active employees for a period of up to 90 calendar days from the time of their injury. Teachers will be afforded any remaining portion of the 10 days paid leave in the form of illness-in-the-line-of-duty time to attend any medically necessary treatment or therapy associated with follow-up care for the illness received in-the-line-of-duty.

## 4. Political Leave

A leave of absence, without pay, for up to one year may be granted by the Board to a teacher, upon application to campaign for or to serve in public office. If elected to serve in a public office, leave shall extend through the first term of office.

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

Teachers qualifying under Federal Statutes for FMLA leave will be granted up to 12 weeks of unpaid leave with continuation of health benefits. In the case of teachers on worker's compensation leave, FMLA leave will commence only after the teacher has exhausted all his or her worker's compensation leave.

## 6. Maternity Leave

- a. A maternity leave without pay shall upon written request be granted to a teacher any time between the commencement and termination of her pregnancy. The commencement of such leave shall be at the discretion of the teacher and her physician. Except in case of emergency, the teacher shall give written notice to the Superintendent at least 30 calendar days prior to the date on which her leave is to begin. The request for leave shall include a physician's statement certifying the pregnancy, the anticipated date of birth, and the length of time the teacher should be able to work. All or any portion of a leave taken by a teacher because of a medical disability connected with pregnancy may, at the teacher's option, be charged to her available sick leave.
- b. The teacher shall, in her written request for leave, notify the Superintendent that she will return to work either:
  - as soon after the birth of her child as her physician certifies in writing that she can return, at which time the teacher shall be returned to her former position; or
  - on the first day of the next school year following the termination of pregnancy, at which time the teacher shall be returned to her former position.

## 7. Child Care Leave

A childcare leave without pay for caring for a child less than six years of age, not to exceed one year, shall be granted a teacher upon written request to the Superintendent. A teacher may request in writing an additional year of childcare leave. Such request shall be submitted by March 1<sup>st</sup> of each year. Child care leave may be extended on a yearly basis for a maximum of five school years.

## 8. Personal Leave

A teacher will be granted a personal leave of absence for any reason, for a period of one school year or in the case of an emergency for the remainder of a given school year. Notwithstanding any other provision of this Article, other than in case of emergency, all requests for personal leave must be made on or before March 1<sup>st</sup> of the preceding school year. A teacher will be granted only one personal leave of absence in any three-year period. During the time the teacher is on an unpaid personal leave of absence the teacher may not enter similar or related employment during his/her leaves without express written permission of the Board. Violation of the provision pertaining to seeking related employment will constitute grounds for termination of employment.



## 9. Military Leave

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

## 10. Charter School Leave

A charter school leave of absence, without pay, for one year may be granted by the Board to a teacher upon application. The application must be submitted to Human Resources by April 15th of each year.

### ***Unpaid Leaves of Absence (Classified Employees)***

#### A. Categories of Unpaid Leaves

##### 1. Study/Professional Improvement Leave

A leave of absence without salary for professional improvement may be authorized by the Board for any employee. If the purpose of the leave involves a two-year program, a second year shall be approved upon request. Other leaves shall not exceed one year. However, at the end of a leave, an employee may request another leave of absence, the granting of which shall be at the sole discretion of the Board. Application for such leave shall be submitted to the Superintendent not later than 60 days prior to the start of the semester in which leave is to commence.

Such leave may be authorized for:

- a. engaging in study at an accredited university;
- b. full-time participation in a federally sponsored Peace Corps;
- c. full-time teaching in foreign or military programs;
- d. cultural travel or work program related to his/her professional responsibilities;
- e. participating in exchange teaching programs in other school districts, states, territories or countries; and/or
- f. serving as a full-time, paid officer or staff of an education association.

##### 2. Medical Leave

An employee may take an unpaid leave of absence due to either personal illness or due to the illness of a member of his/her immediate family. When requesting a medical leave, the employee must utilize his/her available paid sick time and have completed his/her Family and Medical Leave Act (FMLA) application. An employee requesting medical leave must provide medical documentation of the illness in question.

Upon return from leave as described in paragraph A and B, Article XVII, Paragraph B, the

building principal or cost center head shall provide the employee with necessary forms for verification of the reasons for absence. Such completed forms shall be submitted to the building principal or cost center head within five workdays following the employee's return from leave. In the case of unpaid medical leave, such documentation must include a note from the treating physician as to the need to miss work (in compliance with HIPAA regulations) and the duration of such need.

### 3. Worker's Compensation

An employee receiving worker's compensation payments will be deemed to be on an unpaid worker's compensation leave during that time period. Employees on an approved worker's compensation leave will be afforded all those rights specified in Section 440, Florida Statutes, as well as those supplemental benefits outlined in Sections 1012.63 and 1012.69, Florida Statutes. Employees may supplement their worker's compensation benefits by utilizing their accrued sick leave. During the period they are supplementing their workers compensation benefits with accrued sick leave they will be considered on paid leave status. Employers on worker's compensation leave will continue to receive the medical benefits afforded active employees for a period of up to 90 calendar days from the time of their injury. Employers will be afforded any remaining portion of the 10 days paid leave, in the form of illness-in-the-line-of-duty time to attend any medically necessary treatment or therapy associated with follow-up care for the illness received in-the-line-of-duty.

### 4. Political Leave

A leave of absence (without pay) for up to one year may be granted by the Board to an employee, upon application to campaign for or to serve in public office. If elected to serve in a public office, leave shall extend through the first term of office.

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

Employees qualifying under Federal Statutes for FMLA leave will be granted up to 12 weeks of unpaid leave with continuation of health benefits. In the case of employees on worker's compensation leave, FMLA leave will commence only after the employee has exhausted all his/her worker's compensation leave.

### 6. Maternity Leave

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b. The employee shall, in her written request for leave, notify the Superintendent that she will return to work either

(1). as soon after the birth of her child as her physician certifies in writing that she can return, at which time the employee shall be returned to her former position, or

(2). on the first day of the next school year following the termination of pregnancy, at which time the employee shall be returned to her former position.

#### 7. Child Care Leave

A childcare leave without pay for caring for a child less than six years of age, not to exceed one year, shall be granted an employee upon written request to the Superintendent. An employee may request in writing an additional year of childcare leave. Such request shall be submitted by March 1<sup>st</sup> of each year. Childcare leave may be extended on a yearly basis for a maximum of five school years.

#### 8. Personal Leave

An employee will be granted a personal leave of absence for any reason, for a period of one school year or in the case of an emergency, for the remainder of a given school year. Notwithstanding any other provision of this Article, other than in case of emergency, all requests for personal leave must be made on or before March 1 of the preceding school year. An employee will be granted only one personal leave of absence in any three-year period. During the time the employee is on an unpaid personal leave of absence the employee may not enters similar or related employment during his/her leave without express written permission of the Board. Violation of the provision pertaining to seeking unrelated employment will constitute grounds for termination of employment.

#### 9. Military Leave

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

#### 10. Charter School Leave

A charter school leave of absence, without pay, for one year may be granted by the Board to a teacher upon application. The application must be submitted to Human Resources by April 15<sup>th</sup> of each year.

## **CHAPTER IX—EMPLOYEE RIGHTS**

### ***Grievances***

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

### ***Progressive Discipline***

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

### ***Collective Bargaining***

Classified and Instructional personnel have the option to join the Sarasota Classified/Teachers Association (SC/TA) labor union. The Union represents member employees in a variety of situations, and it represents all appointed classified and instructional employees during the collective bargaining process. All employees have a legal right to freely, and without fear of penalty of reprisal, to form, join, and assist the Union, or to refrain from any such activities.

### ***Reductions in Force and Recall***

Should the School Board find it necessary to take action to reduce staff, specific procedures are outlined in the Instructional and Classified Bargaining Agreements to accommodate such an action. Laid off employees will have recall rights within the parameters set forth in the respective Bargaining Agreements.

## **CHAPTER X—RECOGNITION**

### ***Teacher of the Year***

Sarasota County has participated in the Florida Teacher of the Year program and the National Teacher of the Year Program for over 30 years. Through community and business sponsorships, this program is designed to recognize teachers and the teaching profession. We honor an educator from each school. This honor reflects the dedication and enthusiasm teachers bring to their students daily. The Sarasota County Teacher of the Year serves as a spokesperson and ambassador for the teaching profession and our district.

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

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

### ***Employee Discounts***

From time to time, outside vendors offer special discounts for Sarasota County School Board employees. The offers are listed on the Sarasota County School Boards homepage under the employees tab the icon titled ***SC Deals and Discounts***. The School Board does not endorse or recommend a product, organization or company. The offers are not screened for authenticity. Discounts may also be available to School Board employees at other businesses or organizations, even when traveling, such as hotel chains and restaurants. You just must ask if they give discounts to state employees and be prepared to present your school ID for verification.

## **CHAPTER XI— COMMUNICATIONS**

### ***Telephones and Faxes***

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

### ***Cell Phones***

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

### ***Acceptable Use Policy***

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

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

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

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

- email privileges to maliciously harm the reputation of another person;
- network resources to acquire material not considered to have

educational value;

- network resources for destructive purposes.

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

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

### **Acceptable Uses**

Acceptable use of computers and electronic information services supports learning and teaching in Sarasota County. All use of computers and electronic information services, which do not support learning, and teaching in Sarasota County is an unacceptable use of School Board equipment. The following actions constitute acceptable use:

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

### **Unacceptable Uses**

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

- a. Using e-mail to maliciously harm or injure the reputation of others;
- b. Using network access to alter or destroy information belonging to others;
- c. Using profanity, obscenity, or objectionable language which may be offensive to another user; or using impolite, abusive, or objectionable language in email messages;
- d. Copying or forwarding personal communications to others with malicious intent;
- e. Copying software or and without the original author's permission; other copyright protected material in violation of law; or copying software or downloading copyright material without written permission from the owner;
- f. Using the network for any illegal activity (such as chain letters), non-school related activities or for commercial purposes;

- g. Using the network for any private purpose, including the sending of private e-mail or the viewing of adult-oriented web sites;
- h. Spreading computer “viruses” deliberately or by importing files from unknown sources;
- i. malicious attempt to harm or destroy data of another user;
- j. storing personal images/photographs, or files dangerous to the integrity of network resources;
- k. Using any computer or program in a manner other than that which was intended;
- l. The person who has a network account is responsible at all times for its proper use;

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



## **CHAPTER XII— ENDING THE RELATIONSHIP**

### ***Resignation***

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

A classified employee who wishes to resign shall submit his/her resignation in writing addressed to the School Board on the prescribed resignation form. Whenever possible, two (2) weeks prior notice shall be given. The letter of resignation shall state the reason for the resignation and the desired effective date. The resignation shall be submitted to the School Board at its next regular or special meeting.

### ***Termination***

Terminations do occasionally happen. Termination is typically associated with some adverse action, either related to substandard performance, a pattern of misconduct, or a flagrant violation of a School Board rule, the code of ethics, or other disciplinary infraction. In all cases, only the School Board can approve a termination. When this happens, employees will have ample notice and normally be entitled to a hearing prior to the termination. Employees terminated during their initial probationary period are not entitled to such a hearing.

### ***Retirement***

Any employee who plans to retire shall concurrently submit his/her resignation to the School Board and his/her application to the Florida Retirement System for benefits. Employees are encouraged to submit the resignation and application form at least 90 days in advance of the retirement date to ensure their retirement check is issued the month following the last month of service with the School Board.

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

The Deferred Retirement Option Program (DROP) is an alternative method of deferred payment of retirement benefits for up to 96 months after an eligible member of the Florida Retirement System reaches his/her normal retirement date but wishes to continue employment with a Florida Retirement System employer. In certain cases, DROP may be extended past the 96 months. In order to participate, the employee must submit a binding letter of resignation, establishing a deferred termination date. An employee can later change the termination date to an earlier date, but not to a later termination date. DROP will allow the participant to defer all retirement benefits payable during the DROP period. Upon termination of DROP, the participant will receive the DROP benefits and their regular retirement benefits under Chapter 121, Florida Statutes.