

ADMINISTRATIVE GUIDE



*Jim Hickey, Director
Human Resources Services/Labor Relations*

2016-2017

SCHOOL BOARD OF BREVARD COUNTY

Educational Services Facility
2700 Judge Fran Jamieson Way
Viera, Florida 32940-6601

School Board Members

Andy Ziegler, Chairman
Misty Belford, Vice Chairman
John Craig
Karen Henderson
Amy Kneessy

Superintendent

Desmond Blackburn. Ph.D.

**Deputy Superintendent
Human Resources Services**

Dr. Carol Kindt

**Director
Human Resources Services/Labor Relations**

Jim Hickey

April 2016

INSTRUCTIONAL

STAFF

ISSUES

INSTRUCTIONAL STAFF ISSUES:

1. If the union calls for an appointment to "discuss some issues", make sure you always ask whether it is a Step I, informal grievance meeting. Then, ask for the specific language being potentially grieved. See Article IV – Grievance Procedure, under D below. **CALL MY OFFICE at extension 265.**
2. Whenever the union is involved, reduce to writing the meeting notes after the meeting has been completed. It is expedient to have another person present, preferably an administrator.
3. Our office must be notified if the union has requested a meeting.
4. Instructional employees have a one (1) year probationary period per state statute. Prior to making a decision to terminate an instructional employee within their probationary period, please call my office at 321.633.1000, extension 265.

TEACHER AUTHORITY ACT

Language regarding the Removal of Disobedient, Violent, Abusive, Uncontrollable or Disruptive students from the classroom (Teacher Authority Act F.S. 1003.32):

Each district school board, each school superintendent, and each school principal shall support the authority of teachers to remove disobedient, violent, abusive, uncontrollable or disruptive students from the classroom.

A teacher may send a student to the principal's office to maintain effective discipline in the classroom (new language) and *may recommend an appropriate consequence consistent with the Student Code of Conduct under F.S. 1006.07*. The principal shall respond by employing the teacher's recommended consequence or a more serious disciplinary action if the student's history of disruptive behavior warrants it. If the principal determines that a lesser disciplinary action is appropriate, the principal should consult with the teacher prior to taking disciplinary action.

Each school shall establish a Placement Review Committee to determine placement of a student when a teacher withholds consent to the return of a student to the teacher's class. A school principal shall notify each teacher in that school about the availability, the procedures, and the criteria for the Placement Review Committee as outlined in this section:

The Placement Review Committee membership must include at least the following:

1. Two (2) teachers, one selected by the school's faculty and one selected by the teacher who has removed the student;
2. One member from the school's staff who is selected by the principal.
3. The teacher who withheld consent to readmitting the student may not serve on the committee.
4. The teacher and the Placement Review Committee must render decisions within five (5) days after the student's removal from the classroom.
5. If the Placement Review Committee's decision is contrary to the decision of the teacher to withhold consent to the return of the removed student to the teacher's class, the teacher may appeal the committee's decision to the district school superintendent.
6. The principal must report on a quarterly basis to the district school superintendent and the district school board each incidence of a teacher's withholding consent for a removed student to return to the teacher's class and the disposition of the incident, and the superintendent must annually report these data to the department.

JOB SHARING

JOB-SHARING

Only teachers currently employed by the school district may initiate Job Sharing. Job Sharing is not an advertised vacancy and principals cannot assign job sharing. The teachers participating in a job share will equally divide the one salary for the position including the sick/personal leave and retirement credit. The teachers will decide how they want to split the one benefit package for the position.

HR/Labor Relations shall receive:

1. An original job-sharing proposal signed and dated by the teachers.
2. A cover memorandum from the Principal approving the job sharing arrangements.
3. A completed benefits enrollment form from each teacher before approval.
4. A memorandum from each teacher accepting a .5 job share.

Upon review and approval HR/Labor Relations will notify the Principal of approval or deficiencies and forward the approved documents to Instructional Support, Finance and Benefits/Risk Management.

Attached is the signed agreement between the Brevard Federation of Teacher and the School Board that will provide guidelines for job-sharing.

**STIPULATED AGREEMENT
JOB SHARING
SCHOOL YEAR 1996-97**

1. Each request for job sharing will be considered on its individual merits.
2. Both applicants must request a part-time assignment.
3. A detailed job sharing proposal/application developed by the parties must be submitted by the job sharing team and resubmitted annually by the job sharing team for approval.
4. The Principal and Director of Human Resources will approve all applications for job sharing.
5. The length of the job sharing assignment shall encompass the duration of one school year and any adjustment/revision of the job sharing schedule during the school year shall be by mutual agreement of the parties (Union-Board). Any disputes that could have an effect on the instruction of students shall be resolved by the principal.
6. The job sharing agreement shall be annually renewed on terms mutually acceptable to both parties provided the District has the right of termination of the program at the end of any school year. Written notification of such termination with stated reasons for termination shall be made within the time frame for the reappointments of certified/instructional personnel.
7. Both teachers will be responsible for all issues, deadlines, etc. discussed at staff/faculty meetings.
8. Both teachers will be responsible for attending all parent-teacher conferences and grading of students.
9. Both teachers will be responsible for attending Open House and any other special events on the school calendar.
10. Both teachers will be responsible for attending District and/or school-level inservice meetings appropriated to their subject/grade level.
11. Both teachers will be responsible for knowledge of the instructional program. The management of that program will be established at the school site.
12. Teachers participating in job sharing shall substitute for one another whenever possible.
13. The number of job sharers at a site shall be at the discretion of the principal.
14. The job sharing position shall receive one benefit package per team. Participants shall be allowed full participation in the program with the Board paying one-half of the Board's contribution toward the premium cost of the plan selected by each job share participant. The job share participant shall be responsible for the balance of the premium due. Life insurance and retirement benefits shall be paid in accordance with each participant's salary. Vision and

dental coverage is available if the participants in the job share split the medical insurance 50/50. If one job share employee takes 100% of the medical coverage, then the vision and dental will not be available to the other job share participant. Under no circumstances will a job sharing team member be denied benefits upon return to a regular teaching assignment.

15. Accrual and use of sick leave for the job sharing position shall be pursuant to Chapter 231.381, Sick Leave, Florida Statutes.

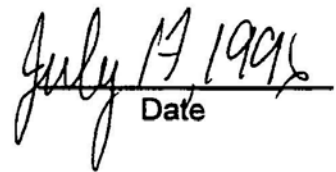
16. Each member of the job sharing position is guaranteed planning time, to be mutually agreed by the principal and teacher.

17. No provision of this stipulated agreement shall be subject to the provisions of the Grievance Procedure of Article IV.

For the School Board of Brevard County:

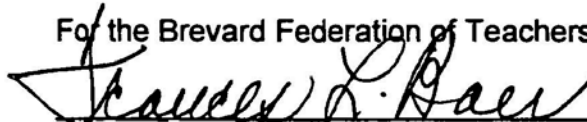


Ann-Marie Brush, Director of Human Resources Services
and Labor Relations



Date

For the Brevard Federation of Teachers:



Frances L. Baer, President



Date

SUPPORT STAFF ISSUES

SUPPORT STAFF ISSUES

1. Bumping: When an employee is being bumped into your work site, please take care to make that person feel welcome even though you've just lost the world's "wonder employee" by bumping to another school site. Whatever happens, don't ever promise anyone a job! This is all governed by contract language.
2. Compensatory Time for hourly (non-exempt employees): There is **NO COMPENSATORY TIME** for hourly (non-exempt) employees such as secretaries, school office clerks, clerk typists, cafeteria managers, teacher assistants, cooks, bakers, cafeteria workers, hourly maintenance employees, bus drivers and so forth. ***If they work the hours, they get paid for the hours.*** Otherwise do not allow them to work more than their position allows. It is the responsibility of the Principal to grant permission, in advance, for any overtime worked.

There are hundreds of cites where the Federal Labor Standards Act (FSLA) ruled that the employee was non-exempt and entitled to overtime pay. Please be mindful of your use of the term "compensatory time".

3. Reprimands: As with all employees (cafeteria managers, cafeteria workers, teacher assistants, custodians, office staff), only the Principal or Department Head writes discipline to the personnel file.
 - The process starts with the Summary of Conference which is not disciplinary and is considered "counseling". The subject line will state – "Summary of Conference – Not a disciplinary letter".
 - The first step is the Oral Warning Reduced to Writing;
 - The second step is the Letter of Reprimand;
 - The third step is the suspension without pay – up to three days. The suspension letter is requested from Labor Relations. It will be prepared and receive the Superintendent or his designee's signature. Only the Superintendent can recommend suspension.

We have attached a format for your use in preparing the disciplinary memorandum (see the Letters of Reprimand tab). Please remember to contact our office, extension 265, before you discipline an employee. We will discuss the infraction and help you determine the article violated and assist you with developing the summary of conference or reprimand.

4. Termination of Employees: Please review the memorandum. We have attached "pre-termination" and "termination" samples.
5. Job Titles: **You shall not** give any employee or use in any official document (correspondence, telephone directories, handbooks, letterhead, business cards, etc.) a job title that is not a *board approved/adopted job title* for a *board approved/adopted job description*. In other words, don't make up a title and use it. It creates difficulty with job codes, salary schedules and provides confusion to the employee.
6. Probation: All support staff employees are subject to a ninety (90)-calendar day probationary period upon their initial employment. The 90-day probationary period are calendar days not work days. Employees only serve one probationary period. They do not serve additional probationary days upon a change in their position (demotion or

promotion). A probation may be extended to a maximum of sixty (60) days upon agreement with the employee. You must contact Labor Relations for the appropriate document for the extension of the probationary period.

7. At no time shall any Principal or Department Head quote either an hourly or salaried dollar value to a prospective employee or a promotional employee. Only Human Resources Services provides salary calculations that are based upon directly related verified experience for the position. There shall be no implied verbal contracts for employment with the district.
8. All start dates for employment shall be provided by Human Resources Services only. Only HR can confirm if the prospective employee has completed their employment package in its entirety, is qualified for the position, has completed their fingerprinting and received a clearance on their drug test. Do not give an employee a start date without first receiving it from Human Resources Services.

**SUMMARY OF CONFERENCE
AND
DISCIPLINARY LETTERS**

GENERAL INFORMATION ON SUMMARY OF CONFERENCE AND DISCIPLINARY LETTERS

1. Principals/Department Heads write the Summary of Conference or Reprimands that go into an employee's file. Any employee who works at the school or department site is subject to the principal's or department head's authority.
2. Original summary of conference or reprimand (plus the copy) must be sent to Labor Relations. We'll forward the reprimand to the personnel file.
3. Summary of Conference or reprimand and supporting documentation going into a personnel file must have a "live" signature of the principal or department head in blue ink.
4. There is a way to warn an employee of performance problems rather than making threats in letters of reprimand. A good tool to use is a "Summary of Conference – This is not a disciplinary letter" memo. It documents that you have informed the employee of a problem, discussed how to resolve the problem, offered assistance for improvement, and defined the consequences if the problem is not corrected. It shall be clearly stated in the heading of a Summary of Conference letter that the letter is not a disciplinary action; e.g. "Summary of Conference – This is not a disciplinary letter". All original Summary of Conference letters, along with one copy, must be sent to Labor Relations. We will forward the Summary of Conference to the Personnel file. We no longer retain the Summary of Conference memos at the school or department site. This is a required document for all employees in the support bargaining unit.
5. Do indicate whether this infraction will be reflected (or may be reflected if not corrected) on the **employee's annual evaluation**. All written documentation of this type can be used to support the initiation of a PDAP (for a teacher) and the potential for less than satisfactory ratings on the annual performance appraisal.
6. DO NOT give any employee a job title that is not a board approved/ adopted job title for a board approved/adopted job description. (Examples: ETP Coordinator, SFA Coordinator). **Use "Contact Person" rather than Coordinator.**
7. Only the IUPAT, Local 1010 has a four (4) step disciplinary process. This process starts with a counseling (not disciplinary) memorandum which is reduced to writing in the form of a Summary of Conference, then:
 - a. Oral Warning Reduced to Writing
 - b. Letter of Reprimand
 - c. Suspension without pay (up to three days) initiated by the principal or department head and approved by the Superintendent. Call Labor Relations and they will prepare the letter and have it signed by the Superintendent or his designee.
 - d. Termination (includes the mandatory pre-termination conference)
8. Teachers receive Letters of Reprimand. Do not use the approach and vernacular listed in item number 7, call our office at extension 265

FOR: SUPPORT AND INSTRUCTIONAL

Date

MEMORANDUM

TO: Name and Title

FROM: Name and Title

RE: Summary of Conference – This is not a disciplinary letter

This is a summary of conference for the discussion we had on Tuesday, February 2, 2016. We discussed the allegations of sexual harassment brought by an employee at the Transportation Compound.

During the investigations of the allegations it was brought to my attention that conversations of a sexual nature were being heard by employees, inappropriate gestures were witnessed and sexually explicit pictures were shared among employees.

This is unacceptable behavior and will not be tolerated in the work place.

In the future, you will refrain from inappropriate discussions, unacceptable gestures and sharing of any pictures that are in questionable taste. It is expected that you will report to me immediately any incidents reported to you by employees of these unacceptable practices.

- O: Human Resources Services – Personnel File
- C: Assistant Superintendent – Elementary or Secondary Office
- C: Jim Hickey, Director, Human Resources Services/Labor Relations

This is to confirm that a copy of this document was provided to me on _____ (date) by _____(Name and Title).

My signature merely confirms receipt of this document and does not necessarily indicate agreement with its contents.

Employee Signature

Date

Date

MEMORANDUM

TO: Name and Title

FROM: Name and Title

RE: Oral Warning Reduced to Writing

This is an official oral warning reduced to writing for not returning calls and emails.

A parent called your office and left a message, in her message she told you that a substitute teacher had inappropriate contact with a student and that DCF had been notified. She did not hear from you so she emailed you and three weeks later she still had not received a call or any other communication from you.

Yesterday, the Superintendent stopped me and shared an email he received from this parent and her concerns of your unprofessional behavior. When I asked you about these communications from the parent you looked confused and said you did not recall receiving any messages and that you were caught up with your voice mail and emails, I asked you to check your emails and you sent me a copy of the email from the parent that you had not responded to at all. We have spoken on numerous occasions about this problem, including the meeting with Deputy Superintendent. You have even been given the extra support of two other employees to help you answer your emails and phone. I expect you to use the support provided.

In the future, it is expected that you will respond to all correspondence within forty-eight (48) hours of receiving the email and voice mail. Failure to correct this behavior shall result in further disciplinary action and will be reflected on your annual evaluation.

- O: Human Resources Services – Personnel File
- C: Assistant Superintendent – Elementary or Secondary Office
- C: Jim Hickey, Director – Human Resources Services/Labor Relations

This is to confirm that a copy of the original of this document was provided to me on _____(date) by _____(name and title)

My signature merely signifies receipt of this document and does not necessarily indicate agreement with its contents.

Employee Signature

Date

FOR: SUPPORT AND INSTRUCTIONAL STAFF

Date

MEMORANDUM

TO: Name and Title

FROM: Name and Title

RE: Letter of Reprimand

This is an official letter of reprimand for not protecting the welfare and privacy of students. You asked a student to put a band-aid on your finger when you were bleeding, you did not supply any protection such as gloves for this activity. You had a private discussion about personal hygiene with a female student. You had a discussion concerning the individual grades of several students while other students were present.

In the future, it is expected that you will not ask students to help you with personal issues without the protection they may need. You will hold all discussion of a private nature with students away from all other students.

Failure to correct this behavior shall result in further disciplinary action and will be reflected on your annual evaluation.

- O: Human Resources Services – Personnel File
- C: Assistant Superintendent – Elementary or Secondary Office
- C: Jim Hickey, Director – Human Resources Services/Labor Relations

This is to confirm that a copy of the original of this document was provided to me on _____(date) by _____ (name and title)

My signature merely signifies receipt of this document and does not necessarily indicate agreement with its contents.

Employee Signature

Date

FOR SUPPORT STAFF ONLY

When you follow the disciplinary process and arrive at the three-day suspension, please contact Labor Relations at 321.633.1000, extension 265. They will review the personnel file to confirm that the employee should have the three-day suspension. They will prepare the suspension letter and request the approval signature from the Superintendent or his designee. Only the superintendent can recommend suspension for an employee.

**TERMINATION
OF
EMPLOYEES**

March 2016

MEMORANDUM

TO: Leadership Team

FROM: Jim Hickey – Director
Human Resources Services/Labor Relations

RE: **Termination of employees**

The Supreme Court of the United States has ruled that prior to termination of an employee, a meeting must be held and certain actions taken prior to a decision being made to terminate. Please note the following series of events and follow them in situations when an employee is in danger of termination. This process applies to probationary employees as well as those employees who have completed the probationary period. A pre-termination meeting must be held and documented regardless of the reason for the termination. Situations such as reduction in staff require a pre-termination meeting. The procedure is not limited to termination for poor performance. ***The pre-termination meeting is a mandatory step in the “due process” or termination process.***

Also, it is important to remember that there are provisions in the Collective Bargaining Agreement (Article 11) with Local 1010 (support staff), which cover the bargaining unit employees, which also deal with a process that takes place prior to termination. For the termination of instructional staff employees, please contact Labor Relations directly as their termination is based upon statutory language.

The events below must be followed regardless of any other actions or provisions of the Collective Bargaining Agreement.

1. Contact Labor Relations at extension 265 if there is a need for termination.
2. Provide the employee with the required pre-termination letter (Labor Relations will prepare the documents for you). Hold the meeting with the employee to discuss the reason for the possible termination. The employee has a right to representation at the meeting and if such representation is requested, you should develop a reasonable schedule so that the representative can be present. You are not required to inform the employee that he/she has a right to such representation, but it is a good idea to ask them if they want representation just to be sure that the employee gets the full benefit of the rule. You should have a witness present and **KEEP GOOD RECORDS OF THE MEETING.**
3. Review the charges and allegations brought against the employee, or the reason(s) for the meeting.
4. Give the employee an opportunity to respond to the charges and state his/her case. You should not take a definitive position in this meeting, but listen and explore the facts.
5. At the conclusion of the conference, have the employee sign a statement (see sample #1 attached) that he/she has met on that date, was advised of the charges against him/her, provided with an explanation of the evidence, and was given an opportunity to respond to the charges.
6. **THE DECISION TO TERMINATE SHOULD BE MADE ONLY AFTER THE CONFERENCE IS HELD BECAUSE THE PURPOSE OF THE CONFERENCE IS TO DETERMINE IF TERMINATION IS THE PROPER ACTION.**
7. If the decision is to terminate, the employee must be notified in writing in a manner similar to sample #2 attached.

Please contact Labor Relations for assistance at extension 265.

Administrative Leave

1. Administrative Leave can only be granted by the Deputy Superintendent or the Director of Human Resources Services/Labor Relations.
2. Paid administrative leave is only granted to instructional personnel (teachers).
3. Unpaid administrative leave is only granted to hourly employees.
4. The Deputy Superintendent or Director of Human Resources Services/Labor Relations shall determine if Administrators, Managers, Supervisors or other salaried employees shall receive paid or unpaid administrative leave.

Sample Pre-Termination Meeting Letter

Please place this letter on your letterhead, please send it certified mail - return receipt request. When you receive your receipt, please send the "green card" to Human Resources for filing. If the employee is at the work site, you may hand deliver it to him/her.

Certified Mail - Return Receipt Request
Certified Mail Number

Date

Mr. or Ms. Firstname Lastname
Address
City, State Zip

Dear Mr. or Ms. Lastname:

A pre-termination meeting has been scheduled for (time) in my office on (date).
Your failure to attend this meeting will result in your immediate termination.

Sincerely

Name of Administrator
Title

c: Personnel File
Assistant Superintendent – Elementary or Secondary Office
Labor Relations

**STATEMENT TO BE SIGNED AT THE TIME OF THE PRE-TERMINATION
MEETING**

Place this statement on letterhead.

STATEMENT OF EXPLANATION OF CHARGES

On (date) I, (name of employee), met with (name and title of administrator) and was advised of the charges against me. I was provided with an explanation of the evidence and given the opportunity to respond to the charges.

Signature of Employee

Date

Sample Termination Letter

Please place this letter on your letterhead, please send it certified mail - return receipt request. When you receive your receipt, please send the "green card" to Human Resources for filing.

Certified Mail - Return Receipt Request
Certified Mail Number

Date

Mr. or Ms. Firstname Lastname
Address
City, State Zip

Dear Mr. or Ms. Lastname:

This to inform you that your employment with the School Board of Brevard County is terminated effective (date). On (date), you were advised of the charges leading to this action, provided with an explanation of the evidence, and given an opportunity to present your response to the charges.

The reason for this termination is (state reason).

Sincerely

Name of Administrator
Title

c: Personnel File
Assistant Superintendent – Elementary or Secondary Office
Labor Relations

**HARASSMENT AND
NON-DISCRIMINATION
PROCEDURES**

**BULLYING AND/OR
HARASSMENT**

Board Policy Staff 3362 – Anti-Harassment
Students 5517 – Harassment
5517.01 – Bullying and/or Harassment

HARASSMENT AND NON-DISCRIMINATION PROCEDURES

Brevard County Public Schools (BPS) shall comply with all Federal laws and regulations prohibiting discrimination and with all requirements and regulations of the U.S. Department of Education. It is the policy of the Board that no employee or candidate for a position in this District shall, on the basis of race, color, religion, national origin, age, gender, marital status, disability, or legally-protected characteristic, be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to, discrimination in any program or activity for which BPS is responsible or for which it receives financial assistance from the U.S. Department of Education.

Brevard County Public Schools recognizes that employees have the right to work in an environment untainted by sexual or other forms of harassment or discrimination. Offensive conduct which has the purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile, discriminatory, or offensive educational environment disrupts the educational process and impedes the legitimate pedagogical concerns of the District. Sexual and other forms of harassment will not be tolerated.

Sexual harassment includes all unwelcome sexual advances, requests for sexual favors, and verbal or physical contacts of a sexual nature whenever submission to such conduct is made a condition of employment or a basis for an employment decision. Under certain circumstances, sexual harassment may constitute sexual abuse under Federal law (Title VII and Title IX) and Florida Statute (Equity Act). In all such cases, school personnel will comply with applicable statutes, rules, and laws and take immediate action to protect the victim of alleged abuse. Other prohibited harassment includes conduct which has the purpose or effect of creating an intimidating, hostile, discriminatory, or offensive educational environment on the basis of gender, religion, race, color, national origin or ancestry, age, disability, marital status, and/or any other legally protected characteristic.

The harassment of a staff member or student of this District, or third party (visiting speaker, athletic team member, volunteer, parent, etc.) is strictly forbidden. Any employee of BPS who is found to have harassed a staff member, student, or third party will be subject to discipline in accordance with law, statute and/or procedure.

Harassment and Sexual Harassment includes:

1. Any slurs, innuendoes or other verbal or physical conduct reflecting on an individual's race, religion, color, sex, national or ethnic origin, marital status, disability, or handicap which has the purpose or effect of creating an intimidating, hostile or offensive educational or work environment; has the purpose or effect of unreasonably interfering with the individual's work or school performance or participation; or otherwise adversely affects an individual's employment or educational opportunities.

2. The denial of or provision of aid, benefits, grades, rewards, employment, faculty assistance, services, or treatment on the basis of sexual advances or requests for sexual favors.
3. Sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
 - a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or educational career;
 - b. Submission to or rejection of such conduct is used as a basis for educational or employment decisions affecting the individual; or,
 - c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile or offensive working or educational environment.

The superintendent shall appoint a compliance officer whose responsibility will be to ensure that Federal and State regulations related to employees are complied with and that any complaints are dealt with promptly in accordance with law. The compliance officer shall also ensure that proper notice of nondiscrimination for Title II, Title VI, and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with disabilities Act of 1990, and the Age Discrimination in Employment Act is provided to staff members and the general public. Any sections of the District's collectively bargained agreements dealing with hiring, promotion, and tenure shall contain a statement of nondiscrimination.

Retaliation against anyone reporting or thought to have reported discriminating or harassment behaviors is prohibited. Such retaliation shall be considered a serious violation of policy and shall be considered independent of whether a charge or informal complaint of discrimination or sexual harassment is substantiated.

Any employee or student who is found to have knowingly filed a false sexual harassment or discrimination complaint will be subject to discipline by the school district. He/She may also be held personally liable for his/her misconduct through civil suit by the injured employee and may also be criminally prosecuted under Section 837.06, Florida Statutes.

In determining whether alleged conduct constitutes discrimination or harassment, the totality of the circumstances, the nature of the conduct and the context in which the alleged conduct occurred will be investigated.

A substantiated charge against an employee for discrimination or harassment shall subject that perpetrator to disciplinary action, which may include, but may not be limited to the following: written warning, written reprimand, suspension, and/or dismissal. The severity of the disciplinary action will depend on the frequency, circumstances, and severity of the offense.

GRIEVANCE PROCEDURE FOR DISCRIMINATION OR HARASSMENT

Employees alleging discrimination or harassment shall have access to the grievance procedures as outlined below.

1. A grievance is an allegation that there has been a violation, misinterpretation, or misapplication of any specific provision of Federal law, Florida statute, State agency regulation, or BPS policy.
2. As used herein, the term “days” shall mean those days on which BPS’ business office is open.
3. If the grievant fails to meet the specified time restrictions provided herein, the grievance shall be deemed to be withdrawn.
4. If the appropriate administrator fails to act within the time restrictions provided herein, the grievant shall have the right to proceed to the next step in the procedure.
5. Time limits may be extended by mutual written agreement provided that whenever illness or other incapacity prohibits either party from attending a grievance interview, the time limits shall be extended until the affected party(ies) can be present.
6. The appropriate grievance administrator shall schedule grievance interviews, at each step.
7. If a grievance interview shall be convened by the grievance administrator during an employee’s working hours, the employee shall suffer no loss of pay as a result of attending such meeting.
8. An investigation, handling, or processing of any grievance shall be conducted so as to not interfere with the instructional program and with as little disruption of the employee’s and/or grievance administrator’s work activity as is possible.
9. Any employee, student or vendor found to be discussing, tampering with or publicizing an allegation or investigation thereof shall be subject to disciplinary action up to and including written warning, written reprimand, suspension and/or dismissal.

The steps described below must be followed in the submittal and resolution of employee grievances:

- Step 1: An employee should first take the complaint to the person(s) and /or appropriate division/department official involved and try to solve the problem informally. If this does not work, then he/she may go on to the next step. The employee may begin the process at the second step.

- Step 2: The employee must give the official a written and signed grievance form no later than thirty (30) days after the date of the event giving rise to the grievance. A copy of the grievance is not to be given to any other person involved. The grievance shall describe the problem and give all the facts. The employee should tell what would be the best solution to the problem. The division/department official shall make a decision within seven (7) days.
- Step 3: If an employee does not agree with the division/department official's decision, he/she may send another grievance, just as in Step 2, to the Compliance Officer. A copy of the grievance is to be given to the division/department official. This must be done within seven (7) days after receiving the division/department official's decision. The Compliance Officer will investigate the allegation(s) and make a decision within seven (7) days after receiving the grievance.
- Step 4: Within seven (7) days following his/her receipt of the Step 3 decision, the grievant, if not satisfied with the resolution of the grievance at Step 3, may submit the completed grievance form to the Superintendent or designee. Within seven (7) days of receipt of the Step 4 filing the superintendent or designee shall meet in an effort to resolve the grievance. The Superintendent or designee shall submit his/her written decision to the grievant within seven (7) days of the Step 4 meeting.
- Step 5: Within seven (7) days following his/her receipt of the Step 4 decision, the grievant, if not satisfied with the resolution of the grievance at Step 4, may file a summary of any objections to the Step 4 decision with the superintendent who shall furnish copies to the Board. The Board shall determine at its next regular meeting whether to take up the grievance at a meeting to be set by the Board no later than thirty (30) calendar days following such determination.

Any BPS employee that is represented by a collective bargaining agreement may utilize the grievance procedure specified in their relevant collective bargaining agreement. Those employees represented by a collective bargaining agreement should refer to their appropriate agreement.

- | | |
|---|----------------|
| 20 USC 1681 et seq., Title IX | F. S. 110.1221 |
| 29 USC 621 et seq. | F. S. 760.01 |
| 29 USC 794 | F.S. 760.10 |
| 42 USC 2000 et seq. | F.S. 1000.05 |
| 42 USC 2000d et seq., Civil Rights Act of 1964 | F.S. 1006.07 |
| 42 USC 2000e, et seq., Civil Rights Act of 1964 | |
| USC 12101 et seq | |
| 42 USC 1983 | |
| P.L. 101-336, Americans with Disabilities Act of 1990 | |
| Board Policy 3362, 5517 and 5517.01 | |

5517.01 – BULLYING AND/OR HARASSMENT

The Board is committed to providing a safe, secure, positive, productive, and nurturing educational environment that is free from bullying and/or harassment of any kind for all of its students, employees and volunteers. The Board encourages the promotion of positive interpersonal relations between members of the school community. All school members are expected to conform to reasonable standards of socially acceptable behavior, respect the person, property, and rights of others, obey constituted authority and respond to those who hold that authority. Bullying and/or harassment toward a student, employee, volunteer, or visitor whether by other students, employees, or third parties is strictly prohibited and will not be tolerated. This prohibition includes physical, verbal, and psychological abuse. The Board will not tolerate any gestures, comments, threats, or actions, which causes or threatens to cause bodily harm or personal degradation. This policy applies to all activities in the District, including activities on school property or while en route to or from school-sponsored activities and those occurring off school property if the student or employee or volunteer is at any school-sponsored, school-approved or school-related activity or function, such as field trips or athletic events where students are under the school's control, or where an employee or volunteer is engaged in school business. Bullying and/or harassment will not be tolerated and disciplinary action will be taken. In addition to school consequences, criminal charges may also be filed. This policy shall be interpreted and applied consistently with all applicable state and federal laws. Conduct that constitutes bullying and/or harassment, as defined herein, are prohibited in all educational environments.

Bullying means systematically and chronically inflicting physical hurt or psychological distress on one or more students or school employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create and intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve but is not limited to:

- Unwanted Teasing
- Social exclusion
- Threat
- Intimidation
- Stalking
- Physical violence
- Theft
- Sexual, religious, or racial/ethnic harassment
- Public humiliation
- Destruction of property

Bullying can be further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational

environment; cause discomfort or humiliation; or unreasonably interferes with the individual's school performance or participation; is often characterized by an imbalance of power.

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

- Places a student or school employee in reasonable fear of harm to his or her person or damage to his or her property.
- Has the effect of substantially interfering with a student's educational performance, opportunities, or benefits.
- Has the effect of substantially disrupting the orderly operation of a school.

Bullying and/or **harassment** also encompasses:

1. Retaliation against a student or school employee by another student or school employee for asserting or alleging an act of bullying and/or harassment. Reporting an act of bullying and/or harassment that is not made in good faith is considered retaliation.
2. Perpetuation of conduct listed in the definition of bullying and/or harassment by an individual or group with intent to demean, dehumanize, embarrass, or cause emotional or physical harm to a student or school employee by:
 - a) Incitement or coercion
 - b) Assessing or knowingly and willingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the district school system
 - c) Acting in a manner that has an effect substantially similar to the effect of bullying and/or harassment

Cyberstalking, as defined in s. 784.048(1)(d), F.S., means to engage in a course of conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication, directed at a specific person, causing substantial emotional distress to that person and serving no legitimate purpose.

Cyberbullying is defined as a situation when a child, tween, or teen is repeatedly harassed, humiliated, threatened, and intimidated, or otherwise targeted by another child, tween, or teen through the use of digital technologies, including but not limited to, instant and text messaging, email, blogs, social websites (e.g. MySpace, Facebook), and chat rooms, therefore, affecting the student's learning environment.

Expected Behavior from Students and School Employees

The Brevard County School District expects students to conduct themselves in keeping with their levels of development, maturity, and demonstrate capabilities with a proper regard for authority, the rights and welfare of other students, and school staff, respecting the educational purposes underlying all school activities while providing proper care of school facilities, school buses, and equipment.

The school district believes that standards for student behavior must be set cooperatively through interaction among the students, parents/legal guardians, staff, and community members producing an atmosphere that encourages students to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for district and community property on the part of students, staff and community members. Since students learn by example, school administrators, faculty, staff, and volunteers will demonstrate appropriate behavior, treat others with civility and respect, and refuse to tolerate bullying and/or harassment.

The school district upholds that bullying and/or harassment of any student or school employee is prohibited:

- a) During any education program or activity conducted by Brevard County School District.
- b) During any school-related or school-sponsored program or activity or on Brevard County School District school bus and/or bus stop.
- c) Through the use of data or computer software that is accessed through computer, computer system, or computer network of Brevard County School District.
- d) Through off-campus events that can significantly affect the learning environment at school.

All administrators, faculty, and staff, in collaboration with parents, students, and community members, will incorporate systemic methods for student and staff recognition through positive reinforcement for good conduct, self-discipline, good citizenship, and academic success, as seen in the required school plan to address positive school culture and behavior.

Student rights shall be explained as outlined in this policy and in the Student Code of Conduct.

Proper disciplinary sanctions and intervention steps shall be taken based on the level of severity of infraction as outlined in the Student Code of Conduct and this policy.

Incident Reporting and Immunity

At each school, the principal or principal's designee is responsible for receiving complaints alleging violations of this policy. All school employees are required to report alleged violations of this policy to the principal or the principal's designee. All members of the school community, including students, parents/legal guardians, volunteers and visitors are encouraged to report any act that may be a violation of this policy anonymously or in-person to the principal or the principal's designee.

The principal of each school in the district shall establish and prominently publicize to students, staff, volunteers, and parent/legal guardians, how a report of bullying and/or harassment may be filed either in-person or anonymously and how this report will be acted upon. The victim of bullying and/or harassment, anyone who witnessed the bullying and/or harassment, and anyone who has credible information that an act of bullying and/or harassment has taken place are encouraged to file a report of bullying and/or harassment.

A school employee, school volunteer or visitor, student, parent/legal guardian or other person who promptly reports in good faith an act of bullying and/or harassment to the appropriate school official, and who makes this report in compliance with the procedure set forth in this district policy is immune from a cause of action for damages arising out of the reporting itself of bullying

and/or harassment will not affect the complainant or reporter's future employment, grades, learning or working environment, or work assignments within Brevard County School District.

Any written or oral reporting of an act of bullying and/or harassment shall be considered an official means of reporting such act(s). Reports may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report.

Determination of Scope of Investigation

When a report of bullying and/or harassment has taken place, the principal or the principal's designee will promptly initiate a preliminary investigation to determine whether there is probable cause to believe an act of bullying and/or harassment has occurred and falls within the scope of the school district's Student Code of Conduct.

- If it is within scope of the district's Student Code of Conduct, move to Procedures for Prompt Investigation Act of Bullying and/or Harassment.
- If it is outside the scope of the district, and determined a criminal act, refer to appropriate law enforcement immediately, notify parent or legal guardian, and document the referral.
- If it is outside scope of district, and determined not a criminal act, inform parents/legal guardians of all students involved.
- While the District does not assume any liability for incidents that must be referred for external investigation, it encourages the provisions of assistance and intervention as the principal or the principal's designee deems appropriate, including the use of School Resource Officer and other personnel.

Procedures for Prompt Investigation

The investigation of a reported act of bullying and/or harassment of a student, school-based employee, or other persons providing service to the school is deemed to be a school-related activity and begins with a report of such an act. Incidents that require a reasonable investigation when reported to appropriate school authorities shall include alleged incidents of bullying and/or harassment allegedly committed against a child while the child is en route to school aboard a school bus or at a school bus stop.

The principal or the principal's designee shall document all complaints in writing to ensure that problems are addressed in a timely manner. If the complaint is about the principal, then the Superintendent or designee shall be asked to address the complaint.

At each school district, the Procedures for Investigating Bullying and/or Harassment include:

- Documented interviews of the victim, alleged perpetrator(s), and witnesses are conducted privately, separately, and are confidential. At no time will the alleged perpetrator and victim be interviewed together. It is recommended that the victim be interviewed first.
- The investigator shall collect and evaluate the facts including, but not limited to:
 - Description of incident(s) including nature of the behavior (physical hurt or psychological distress), context in which the alleged incident(s) occurred, etc.;
 - How often the conduct occurred;

- Whether there were past incidents or past continuing patterns of behavior;
 - The relationship between the parties involved;
 - The characteristics of parties involved (i.e., grade, age, etc.);
 - The identity and number of individuals who participated in bullying and/or harassing behavior;
 - Where the alleged incident(s) occurred;
 - Whether the conduct adversely affected the student's education or educational environment;
 - Whether the alleged victim felt or perceived an imbalance of power as a result of the reported incident; and
 - The date, time, and method in which the parents/legal guardians of all parties involved were contacted.
- Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances and includes:
 - Recommended remedial steps necessary to stop the bullying and/or harassing behavior; and
 - A written final report to the principal and Superintendent.
 - The maximum of 15 school days shall be the limit for the initial filing of incidents and completion of the investigative procedural steps. The highest level of confidentiality possible will be upheld regarding the submission of a complaint or a report of bullying and/or harassment, and the investigative procedures that follow.

Parent Notification

The principal, or the principal's designee, shall notify via telephone, personal conference, and/or in writing, the occurrence of any incident of bullying and/or harassment as defined by this policy to the parent or legal guardian of all students involved as soon as possible on the same day the investigation of the incident has been initiated. Notification must be consistent with the student privacy rights under the applicable provision of the Family Educational Rights and Privacy Act of 1974 (FERPA).

Once the investigation has been completed and it has been determined that criminal charges may be pursued against the perpetrator(s), all appropriate local law enforcement agencies will be notified by telephone and/or in writing.

Consequences

Concluding whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances. Consequences and appropriate remedial actions will apply to persons, whether they be student, school employees, or visitors/volunteers, who are found to have wrongfully and intentionally accused another of an act of bullying and/or harassment. The physical location or time of access of a computer-related incident cannot be raised as a defense in any disciplinary action initiated.

Student consequences and appropriate remedial actions for a committed act of bullying and/or harassment are outlined in the Student Code of Conduct.

School employee consequences and appropriate remedial action for a committed act of bullying and/or harassment will be instituted in accordance with district policies, procedures, and agreements. Additionally, egregious acts of harassment by certified educators may result in the

reporting to the State Board of Education where a subsequent sanction against an educator's state issued certificate may occur (*State Board of Education Rule 6-B-1.006, FAC., The Principles of Professional Conduct of the Education Profession in Florida.*)

Visitor or volunteer consequences and appropriate remedial action for a committed act of bullying and/or harassment shall be determined by the school administrator after consideration of the nature and circumstances of the act including, if applicable, reports to appropriate law enforcement officials.

Referral for Counseling

School personnel or parent may request informal consultation with school staff (specialty staff, e.g. school counselor, school social worker, school psychologist, etc.) to determine the severity of concern and appropriate steps to address the concern.

If a formal discipline report or formal complaint is made, the principal or the principal's designee must have a procedure in place to determine the consideration of appropriate services for students involved. Parent or legal guardian notification is required at this point. Counseling may be provided by school or district personnel. A referral may be made to Student Services for determination of counseling, assistance, and interventions.

Referral of school or area/district personnel to the Employee Assistance Program (EAP) for consideration of appropriate services will be made by the administrator.

Intervention and assistance includes:

- Counseling and support to address the needs of the victims of bullying or harassment.
- Counseling/interventions to address behavior of the students who bully and/or harass others.
- Counseling/interventions which include assistance and support provided to parents/legal guardians, if deemed necessary or appropriate.

Data Collection/Reporting

The procedure for including incidents of bullying and/or harassment in the school's report of safety and discipline data is required under F.S. 1006.09(6). The report must include each incident of bullying and/or harassment and the resulting consequences, including discipline, interventions, and referrals. In a separate section, the report must include each reported incident of bullying and/or harassment that does not meet the criteria of a prohibited act under this policy, with recommendations regarding said incident.

The School District will utilize Florida's School Environmental Safety Incident Reporting (SESIR) Statewide Report on School Safety and Discipline Data, which includes bullying/harassment as an incident code as well as bullying-related element code. The SESIR definition of bullying/harassment is unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting or dehumanizing gesture, by an adult or student that is severe or pervasive enough to create an intimidating, hostile or offensive educational environment, cause discomfort or humiliation, or unreasonably interfere with the individual's school performance or participation.

If a bullying and/or harassment incident occurs then it will be reported in SESIR with the bullying/harassment code. If the bullying and/or harassment results in any of the following SESIR incidents, the incident will be coded appropriately using the relevant incident code AND the related element code entitled bullying-related code. Those incidents are:

- Arson
- Battery
- Breaking and Entering
- Disruption on Campus
- Major Fighting
- Homicide
- Kidnapping
- Larceny/Theft
- Robbery
- Sexual Battery
- Sexual Harassment
- Sexual Offenses
- Threat/Intimidation
- Vandalism
- Weapons Possession
- Other Major (Other major incidents that do not fit within the other definitions)

Discipline and referral data will be recorded in Student Discipline/Referral Action Report and Automated Student Information System.

The district will provide bullying incident, discipline, and referral data to the Florida Department of Education in the format requested, through Survey 5 from Education Information and Accountability Services, and at designated dates provided by the department.

Actions to Protect Victim

According to the level of infraction, parents/legal guardians will be notified by telephone and/or writing of actions being taken to protect the child; the frequency of notifications will depend on the seriousness of the bullying and/or harassment incident. Notifications must be consistent with the student privacy rights under the applicable provisions of the Family Education Rights and Privacy Act of 1974 (FERPA).

Limited disclosure may be necessary to complete a thorough investigation as described above. The District's obligation to investigate and take corrective action may supersede an individual's right to privacy.

The complainant's identity shall be protected, but absolute confidentiality cannot be guaranteed. The identity of the victim of the reported act shall be protected to the reasonable extent possible.

Retaliation is prohibited and includes, but is not limited to, any form of intimidation, reprisal, or harassment in response to filing a complaint or assisting with an investigation under this policy. Retaliatory or intimidating conduct against any individual who has made a bullying complaint or any individual who has testified, assisted, or participated, in any manner, in an investigation is

specifically prohibited and as detailed in this policy, shall be treated as another incidence of bullying.

Providing Instruction/Training

The district ensures that schools sustain healthy, positive, and safe learning environments for all students. It is important to change the social climate of the school and the social norms with regards to bullying and/or harassment. This requires the efforts of everyone in the school environment – teachers, administrators, counselors, school nurses, all non-teaching staff, parents/legal guardians, and students.

Students, parents/legal guardians, teachers, school administrators, counseling staff, bus drivers, non-teaching staff and school volunteers shall be given annual instruction at a minimum on the district's Policy and Regulations prohibiting bullying and/or harassment. The instruction shall include methods of preventing bullying and/or harassment, as well as how to effectively identify, prevent, and respond to bullying and/or harassment in schools.

Publicizing the Policy

The Brevard County School District shall provide notice to students, parents/legal guardians, and staff of this policy through appropriate references in the Student Code of Conduct and employee handbooks, and/or through other reasonable means.

Each school principal shall develop and document an annual process for discussing the school district policy on bullying and harassment with students.

F.S. 110.1221, 1002.20, 1006.07 (2), 1006.09(6), 1006.13, 1006.147

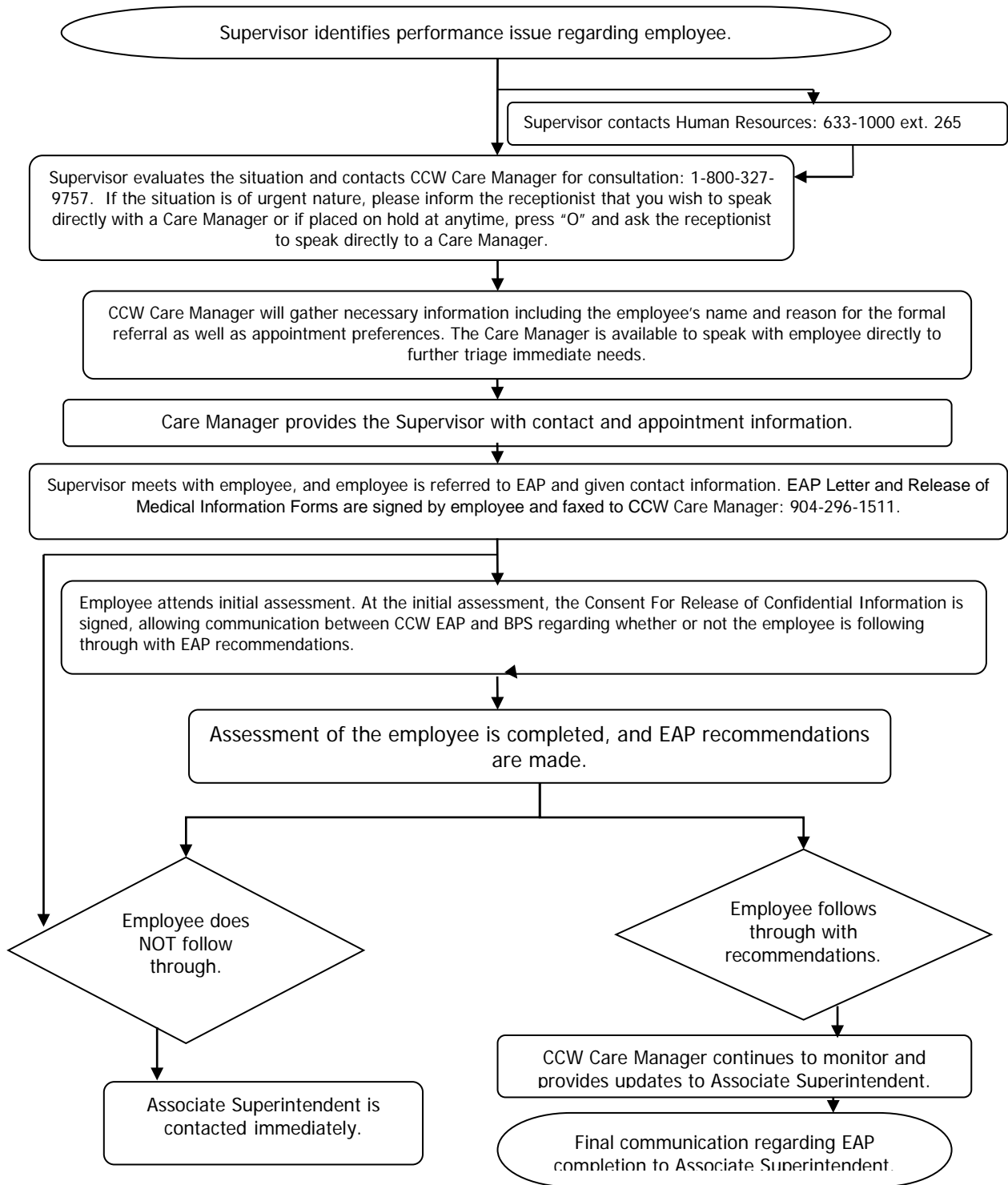
Adopted 2/28/06

**EMPLOYEE ASSISTANCE
PROGRAM (EAP)**

**SICK LEAVE TRANSFER
PROCEDURES**

**SICK LEAVE BANK
PROCEDURES**

Mandatory Supervisory Referrals



* Note: If the consent for EAP Letter and Release of Medical Information forms are not signed, then disciplinary action may be taken and no contact between EAP and employee.



Procedure for Supervisor Referral to the Employee Assistance Program (EAP)

1. Call Human Resources Labor Relations at the Educational Services Facility (ESF): 633-1000 Ext. 265 for assistance.
2. Labor Relations will e-mail a copy of the EAP letter and a copy of the Release of Medical Information forms to you.
3. Call Corporate Care Works (CCW) 1-800-327-9757.
4. Tell CCW you are making a Supervisor Referral and would like to speak with one of the CCW Care Managers.
5. Please provide your name, title, school/department, and telephone number.
6. Please provide the following employee information:
 - a. Name.
 - b. Address.
 - c. Telephone number.
 - d. Social Security number.
 - e. Date of birth.
 - f. Reason for the referral (be as detailed as possible).
6. CCW will call you back with the following information:
 - a. Name of provider.
 - b. Address of provider.
 - c. Phone number of provider.
 - d. Date and time of appointment for the employee.
7. Complete the information on the EAP letter and on the Release of Medical Information form.
8. Meet with the employee:
 - a. Describe the procedure.
 - b. Ensure the employee understands that failure to comply with the EAP Supervisor Referral requirements are grounds for disciplinary action.
 - c. Obtain the employee signature on the EAP letter and on the Release of Medical Information form.
 - d. Fax a copy of the Release of Medical Information form to CCW at (904) 296-1511
 - e. Send the original signed EAP letter and the original signed Release of Medical Information form via courier to Human Resources Services, attention Associate Superintendent at ESF.
 - f. Provide a copy of the signed EAP letter and a copy of the signed Release of Medical Information to the employee.
9. Associate Superintendent of Human Resources Services will notify you of the employee's compliance with the EAP Supervisory Referral requirements.

10. All medical information is confidential, therefore written diagnosis, prognosis, and treatment program recommendations will be provided only to the Office of the Associate Superintendent – Human Resources Services.

11. The Associate Superintendent will contact you if any further involvement on your part is necessary.

12. Contact Labor Relations if the situation that generated the need for a referral continues unabated.

Notes:

The District pays for up to six (6) EAP visits per calendar year. The time off required for the initial EAP appointment for assessment of a Supervisor Referral will be on School Board paid time. Time off and co-pays (if applicable and if the employee is eligible) for all subsequent visits are on the employee's time and may be covered by sick leave.

Corporate Care Works (CCW)
8665 Baypine Road – Suite 100
Jacksonville, Florida 32256
Toll Free: 800.327.9757
Local Phone: 904.296.9436
Facsimile: 904.296.1511

SICK LEAVE TRANSFER TO A FAMILY MEMBER

STATUTE

Florida Statute 1012.61 provides that "Each district school system must provide a policy under which a district employee may authorize his or her spouse, child, parent, or sibling who is also a district employee to use sick leave that has accrued to the authorizing employee. In developing the policy, the district school board must provide that the recipient may not use the donated sick leave until all of his or her sick leave has been depleted, excluding sick leave from a sick leave pool, if the recipient participates in a sick leave pool. Donated sick leave under this paragraph shall have no terminal value as provided in 1012.61."

OVERVIEW

During the 2001 legislative session changes were made to Florida School Code 1012.61 that provided conditions to allow the use of employees' sick leave by their family members who were also district employees. The language provided restrictions regarding the definition of family members; required the receiving employee to deplete all leave prior to using the leave from their family member; and did not allow such transferred leave to be included in any retirement pay.

The sick leave transfer procedure provides that:

1. Staff may only transfer leave to their "spouse, child, parent or sibling who is also a district employee."
2. Sick leave may be transferred only if it has been earned ("upfront days or escrowed days" may not be transferred).
3. Staff must use all available paid sick leave prior to using any leave transferred under this policy.
4. Requests for the transfer of leave will not be processed retroactively.
5. Leave will be transferred in no less than blocks of five (5) "days". For purposes of this procedure, "day" is defined as the number of regular work hours specified by the transferring employee's contract or assignment.
6. Leave will be limited to the maximum number of scheduled workdays in a fiscal year for the receiving employee and may be submitted annually.
7. Transferred leave may only be used for personal illness or the illness of immediate family members as verified by a Florida licensed medical practitioner.
8. Unused transferred leave will not be returned to the transferring employee except in the event of retirement or death of the receiving employee.
9. Transferred leave shall not be included in leave for which payment is made upon the retirement or death of the receiving employee.
10. Transferred leave shall not be used for personal leave charged to sick purposes.
11. The use of sick leave transfer shall prohibit the participation in the sick leave buy-back program for the year in which the sick leave transfer is used.

PROCEDURES

The purpose of this procedure is to provide information and instructions relative to the transfer of sick leave to a family member.

Transfer of Sick Leave to another Employee who is a Family Member:

An employee may transfer earned and credited sick leave to his/her spouse, sister, brother, parent,

or child who is also employed by the district. Sick leave transfer between employees is provided for the purpose of extending paid sick leave time in the event of a personal illness or the illness of an immediate family member (as defined by the Statute and verified by a Florida licensed medical practitioner).

To transfer leave:

1. The employee who is transferring the leave must initiate the process by completing and submitting a "Request for Transfer of Family Member Sick Leave form (Attachment 1).
2. The "Request for Transfer of Family Member Sick Leave" form must be completed in all areas. Special attention should be made to the number of hours transferred. Hours must be transferred in no less than blocks of five (5) days.

For example: The receiving employee works six (6) hours per day. The transferring employee will transfer thirty (30) hours of sick leave (5 days x 6 hours = 30 hours). The maximum number of sick leave days that may be transferred shall be limited to the number of remaining workdays in the current fiscal year of the receiving employee. Additional leave may be transferred in subsequent fiscal years by making annual transfer requests.

3. The employee who is transferring the leave must also submit documentation verified by a Florida licensed medical practitioner. Please contact your school/department secretary for assistance and further explanation/information.

Submit properly completed forms to your school/department administrator or designee. Your school/department administrator or designee will process all requests within ten (10) working days of receipt of the completed documents. **Credit of transferred sick leave will only be processed prospectively from the date of the receipt of the documents in the Payroll Department. Requests shall not be processed retroactively.**

The school/department administrators or designees must forward the request for leave transfer to payroll no less than ten (10) days prior to the intended use of the transferred leave. The Payroll Department will complete the appropriate sections of the "Request for Transfer of Family Member Sick Leave" form and properly adjust the sick leave balances for each employee. Copies of the completed forms will be sent to the transferring and receiving employees and the respective school/department administrator or designee.

1. Earned and credited sick leave shall be defined as sick leave hours added to the employee's sick leave balance at the end of each payroll period in which the leave is earned. (This excludes the use of "upfront or escrow" days)
2. "Upfront or escrow" days are defined as sick leave days credited to employees before they are earned. Typically these days are the days that would normally be earned in February, March, April and May for instructional staff and March, April, May and June for support staff. Typically these days are those, which are credited annually during the employee's first month of employment as provided in 231.40(3)(a)1., F.S.
3. Sick Leave will be transferred in no less than blocks of five (5) days. Days will be converted to hours that are proportional to the number of hours the receiving employee works per day. [Example: The receiving employee works six (6) hours. The transferring employee will transfer thirty (30) hours of sick leave (5 days x 6 hours = 30 hours).]

The administrator or designee of the receiving employee is responsible for ensuring that the leave transferred is used consistent with the provisions/restrictions of the Board policy.

1. The sick leave will be available for use upon approval of a properly completed request for transfer and depletion of all of the receiving employee's leave.
2. Sick leave transfer between employees is provided for the purpose of extending paid sick leave time in the event of a personal illness or the illness of an immediate family member (as defined by board policy and verified by a Florida licensed medical practitioner). The documentation provided by a Florida licensed medical practitioner is required and will accompany the Sick Leave Transfer Request to document the personal illness or the illness of a family member.
3. Transferred sick leave shall only be reinstated to the transferring employee in the event of the death or termination of the receiving employee. Requests for reinstatement of unused sick leave shall be made through the Payroll Department.

Appeals Process:

The Sick Leave Bank Committee, which comprises members of the bargaining and non-bargaining units, shall serve as the final authority for all matters pertaining to the appeals process for Sick Leave Transfer. Decisions and actions of the committee shall not be subject to any grievance procedure. An employee who wishes to request the committee to review its decision may submit such request in writing to the committee within fourteen (14) calendar days following the employee's notification of such decision. Such written request shall set forth the employee's reasons why such decision should be altered. A decision, if reviewed, shall not be reviewed a second time.

Florida Statute 1012.61

Board Policy 4420

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

SICK LEAVE BANK GUIDELINES/PROCEDURES

I. PURPOSE

The purpose of the sick leave bank shall be to make available a source from which qualifying employees may be granted additional sick leave days only for his/her catastrophic, prolonged personal illness, accident, or injury as provided herein.

An eight (8) member sick leave bank committee shall be appointed by the Superintendent. The Brevard Federation of Teachers (BFT) and the International Brotherhood of Painters and Allied Trades, Local 1010 (Local 1010) shall be invited to submit the names of two (2) bargaining unit members who shall be appointed to the committee. The Superintendent shall select the remaining four (4) members provided that two (2) of the Superintendent's selectees shall be nonbargaining unit classified employees and two (2) shall be nonbargaining unit managerial employees. The committee shall serve as the final authority for all matters pertaining to the approval or disapproval of an employee's request to seek use of the sick leave bank. Decisions and actions of the committee shall not be subject to any grievance procedure. An employee who wishes to request the committee to review its decision may submit such request in writing to the committee within fourteen (14) calendar days following the employee's notification of such decision. Such written request shall set forth the employee's reasons why such decision should be altered. A decision, if reviewed, shall not be reviewed a second time.

II. MEMBERSHIP

- A. Membership shall become available to a full time employee only after he/she has completed at least one (1) full, current and continuous year of employment as an employee of the district. For purposes of this program only, a *full time employee* is defined as *one who is employed in a regularly established position and working the hours per day specified for that position.*
- B. Membership shall be voluntary.
- C. Each participating employee shall initially contribute one (1) day from his/her accrued sick leave balance provided that such balance before the deduction of the one (1) day contribution shall be no less than eight (8) days.
- D. Such initial contribution shall only be allowed for the first month of each school year.
- E. Hours contributed to the bank shall not be returned to the contributing employee's sick leave balance except as otherwise provided herein.
- F. Written application for membership shall be properly submitted on the completed form provided for such purpose and received in the designated office during the thirty (30) calendar days as provided in paragraph "D" above.
- G. Approval or disapproval of membership application and/or applications for use of the bank shall not be subject to any grievance process.
- H. An employee is not eligible for use of the bank if receiving worker's compensation or on any approved paid leave.
- I. If a current sick leave bank member becomes a participant in the DROP program he/she may continue to participate in the sick leave bank. However, new membership will not be granted to a non sick leave bank member who is already a participant in the DROP program.

III. USAGE

- A. New members with *pre-existing conditions* shall not be eligible to receive days from the sick leave bank for these pre-existing conditions for one (1) year following the date of membership in the sick leave bank.
- B. Written application for utilizing the sick leave bank shall be submitted, no later than 14 calendar days prior to use of sick bank utilization, on the required form provide for that purpose. In the case of an unforeseen emergency, this sick leave bank application must be submitted within 14 calendar days of sick bank utilization.
- C. Each application shall be accompanied by a statement from a licensed Florida medical doctor stating the nature of the illness as well as the anticipated beginning and ending date of the employee's absence. The committee shall have the right to require another medical opinion at the employee's expense.
- D. Eligibility for bank usage shall only be established after an employee has exhausted his/her accumulated sick leave and compensatory time and his/her illness or injury has caused him/her to be absent an additional five (5) workdays without pay. In lieu of five (5) unpaid days, the employee may use up to five (5) days of paid vacation if he/she is eligible for vacation and has accrued vacation time available.
- E. A member wishing to utilize sick leave bank will be required to add the number of personal charged to sick days taken in the current fiscal year to the five (5) days unpaid already required.
- F. If the member has participated in the year-end sick leave buy back, days equal to the number of days withdrawn through that buy back process will be added to the five (5) workdays without pay currently required before payment from the sick leave bank can begin. (*Effective July 1, 1995*). The maximum number of days for sick leave buy-back is ten (10).

For example: if an employee buys back ten sick leave days at the end of the year, that employee would be in an unpaid status for fifteen days before the Sick Leave Bank benefits could begin. Ten (10) days bought back + five (5) workdays without pay = fifteen (15) days in an unpaid status. If the employee bought back two (2) sick leave days, they would be eligible for Sick Leave Bank after seven (7) days in an unpaid status.
- G. An employee who is receiving ongoing, medically necessary treatments will be allowed to use forty (40) workdays without those days being consecutive after the five (5) unpaid sick days have been satisfied, and they provide doctor statements, and leave forms to cover the time used for such treatments.
- H. Pregnancy is not eligible for consideration unless a pregnancy related condition develops that would qualify under the normal sick leave bank guidelines.
- I. An employee is not eligible for use of the bank if receiving worker's compensation or on any approved paid leave.
- J. Bank usage shall be limited to forty (40) days per member per school year and is limited to regularly scheduled work time. Additional work time, such as summer hours, is not an acceptable use of sick leave bank hours.
- K. In order to be eligible for sick leave bank benefits an employee must have been in an actively working paid status one day more than one-half of the current or prior school year.

IV. ACTIVATION OF BANK

The sick leave bank shall only become operative upon the accumulation of four thousand (4,000) hours of contributed sick leave as provided herein.

V. TERMINATION

Termination of employment for any reason shall constitute withdrawal from the bank.

VI. MAINTENANCE AND REPLENISHMENT

The number of hours in the bank shall be maintained at thirty-two hundred (3,200). Should the number of hours in the bank fall below thirty-two hundred (3,200), each existing member shall automatically be assessed one (1) day of his/her accumulated sick leave to be added to the bank balance. Such assessment shall be accomplished as soon as procedures reasonably permit. In the event an employee's accrued sick leave balance is insufficient to allow for such automatic replenishment, such employee shall be allowed a grace period of no more than sixty (60) school days during which time he/she must accrue the sick leave necessary to meet his/her replenishment obligation.

Failure of an employee to comply with the replenishment provision as provided herein shall cause automatic cancellation of his/her bank membership. Notification will be sent to the member when such membership is canceled.

VII. MISUSE

An employee found to be guilty of misuse of the bank shall be required to repay all sick leave drawn from the bank, have his/her membership withdrawn, be prohibited from future membership, and be subject to disciplinary action as deemed appropriate by the Board.

VIII. WITHDRAWAL

- A. A participating employee who chooses to withdraw from participation in the bank shall not be allowed to withdraw any sick leave days that he/she has contributed to the bank.
- B. Written notification of withdrawal from the sick leave bank shall be sent to the Payroll Department.

IX. RECORDS AND REPORTS

- A. A database will be established and maintained for the use of the Sick Leave Bank Committee.
- B. An annual report will be developed and posted at each work site. The report will show the total use and remaining balance in the Sick Leave Bank. Information on individual usage will not be included in this report.
- C. A monthly report will be produced for use by the Sick Leave Bank Committee.

X. DISSOLUTION OF BANK

In the event it becomes necessary to dissolve the sick leave bank, the days remaining in the bank shall be distributed equally to the accumulated sick leave balance of each of the then current members.

**FAIR LABOR STANDARDS
ACT**

OVERTIME PAYMENT

Most non-teaching, non-administrator employees (custodians, bus drivers, secretaries, food service employees including cafeteria managers, instructional assistants, bookkeepers, clerks and mechanics) are covered under the Fair Labor Standards Act (FLSA) which means that such employees **MUST** receive overtime pay for all time worked over 40 hours a week.

If an employer “suffers or permits” an employee to work overtime, **EVEN** after telling the employee that he or she cannot work overtime, the employer **MUST** pay the overtime.

This is true even if the employer has a rule stating that overtime is not allowed and regardless of whether the overtime is performed at home or at work.

**TIPS FOR CONDUCTING
EFFECTIVE INVESTIGATIVE
INTERVIEWS**

Tips for Conducting Effective Investigation Interviews

What to tell the Complaining Employee/Student:

Brevard Public Schools is committed to compliance with state laws and board policies and procedures, and will conduct a prompt and thorough investigation to determine whether inappropriate conduct has occurred. If so, the conduct will be stopped and appropriate corrective action will be taken.

The purpose of this interview is to obtain a thorough understanding of what has occurred, and to identify all evidence and witnesses who may have knowledge of the incident.

Your name will be used in the investigative process only as and/or if necessary.

There will be no retaliation against you for making a good faith statement.

You are to keep the matter confidential to protect the integrity of the investigation.

What to tell the Accused Employee/Student:

- “I am conducting an investigation on a complaint of alleged conduct involving (Name).” (Inform the employee of each of the allegations in sufficient detail to enable a full response.)
- The purpose of the interview is to obtain a thorough and accurate understanding of what has occurred, and to identify all evidence and witnesses who may have knowledge of the incident.
- You are to keep the matter confidential to protect the integrity of the investigation.
- It is against the law and school board policy to retaliate against anyone who has filed a complaint or participates in the investigation of the complaint.

Interviewer Must Maintain Objectivity:

- Don't promise confidentiality, but tell the subject that you will share information with only those who need to know.
- Avoid being too familiar or taking on the role of “one of the guys”.
- Do not share information about what other interview subjects have said (unless you are interviewing the accused or trying to obtain information from a hostile witness).
- Avoid expressing your thoughts, opinions or conclusions about the case or what the interviewee says.
- Do not make agreements or deals with the subject.
- Practice self-awareness by identifying your own potential biases and putting them aside while conducting the interview.
- Do not ask accusatory questions that indicate you think the subject is guilty.
- Ask questions that address one fact at a time, rather than combining more than one idea into the same question.
- Do not ask leading questions that prompt for the answer you want, such as: “Isn't it true that you punched Jean?”

**NOTIFICATION PROCESS
FOR
ALLEGED OR SUSPECTED
ABUSE**

Notification Process in the Event Abuse is Alleged or Suspected:

- Perform investigation as outlined as above
- Notify Department of Children and Families (DCF)
- Notify local law enforcement
- Notify Assistant Superintendent – Elementary or Secondary Office of allegation
- Notify Human Resources Services/Labor Relations of allegation
- Notify School and District Security of allegation

NONDISCRIMINATION NOTICE

It is the policy of the School Board of Brevard County to offer the opportunity to all students to participate in appropriate programs and activities without regard to race, color, gender, religion, national origin, disability, marital status, or age, except as otherwise provided by Federal law or by Florida state law.

A **student** having a grievance concerning discrimination may contact:

Dr. Desmond Blackburn
Superintendent
Brevard Public Schools

Ms. Cyndi Van Meter
Associate Superintendent,
Division of Curriculum
and Instruction
Equity Coordinator

Mr. Robin Novelli, Director
Secondary Education

Ms. Dawna Bobersky, Director
ESE Program Support Services
ADA/Section 504 Coordinator

School Board of Brevard County
2700 Judge Fran Jamieson Way
Viera, Florida 32940-6699
(321) 631-1911

It is the policy of the School Board of Brevard County not to discriminate against **employees** or **applicants** for employment on the basis of race, color, religion, sex, national origin, participation and membership in professional or political organizations, marital status, age, or disability. Sexual harassment is a form of employee misconduct, which undermines the integrity of the employment relationship, and is prohibited. This policy shall apply to recruitment, employment, transfers, compensation, and other terms and conditions of employment.

An **employee** or **applicant** having a grievance concerning employment may contact:

Mr. Jim Hickey, Director
Human Resources Services
and Labor Relations

School Board of Brevard County
2700 Judge Fran Jamieson Way
Viera, Florida 32940-6699
(321) 631-1911

This publication or portions of this publication can be made available to persons with disabilities in a variety of formats, including large print, Braille or audiotape. Telephone or written requests should include your name, address, and telephone number. Requests should be made to Dr. Patricia Fontan, Exceptional Education Projects, 633-1000, extension 505, at least two (2) weeks prior to the time you need the publication.