

3000	Instructional Staff
3121.01	Criminal Background & Employment <u>History Checks</u>
3130	Assignments
3139	Educator Misconduct
3139.01	Staff Discipline
3140	Suspension or Termination <u>or Dismissal</u> of Instructional Personnel
3150	Resignations
<u>3211</u>	<u>Whistleblower Protection</u>
3231	Outside Activities of Staff
<u>3231.01</u>	<u>Research and Publishing</u>
3242	Staff Development
3243	Professional Meetings
<u>3281</u>	<u>Use of Employee’s Personal Property at School</u>
3430.01	Family and Medical Leaves of Absence (“FMLA”)

1 CRIMINAL BACKGROUND AND EMPLOYMENT HISTORY CHECKS

2 Prior to recommendation for initial employment, or re-employment if there has been a
3 break in service, all candidates for all positions shall be subject to a Level 2 criminal
4 background check to determine suitability for employment. The application for
5 employment shall inform applicants they are subject to criminal background checks
6 as a condition precedent to employment and thereafter in accordance with applicable
7 law. The application shall advise applicants that failure to be truthful on the
8 application about prior criminal history will be grounds for ineligibility or dismissal
9 from employment.

10 When a person is selected for a position in the District, that applicant shall, as a
11 condition of employment, file a complete set of fingerprints taken by a designated
12 employee of the Board or approved contractor who is trained to take fingerprints. ~~The~~
13 ~~fingerprints shall be processed by the Florida Department of Law Enforcement (FDLE)~~
14 ~~and the Federal Bureau of Investigation (FBI). The applicant who is applying for~~
15 ~~employment and fingerprinted shall be required to pay for the full cost of processing~~
16 ~~fingerprints.~~ The cost of the background screening related to initial employment or re-
17 employment after a break in service will be born by the candidate for employment.

18 Fingerprints of candidates for employment or re-employment if there has been a break
19 in service shall be submitted to the Florida Department of Law Enforcement (FDLE) for
20 statewide criminal and juvenile records checks and to the Federal Bureau of
21 Investigation (FBI) for Federal criminal records checks. A person who is found
22 ineligible for employment under F.S. 1012.315, or otherwise found through
23 background screening to have been convicted of any crime involving moral turpitude
24 as defined by rule of the State Board of Education, shall not be employed, engaged to
25 provide services, or serve in any position that requires direct contact with students.

26 Individuals whose fingerprints have not been retained by the FDLE must be re-
27 fingerprinted and re-screened upon re-employment or re-engagement to provide
28 services as an administrative staff member in order to comply with the law.

29 Furthermore, before employing an instructional staff member in any position that
30 requires direct contact with students, the Superintendent shall conduct employment
31 history checks of each candidate's previous employer(s), screen the candidate through
32 use of the educator screening tools described in F.S. 1001.10(5), and document the
33 findings. If unable to contact a previous employer, the Superintendent shall
34 document efforts to contact the employer (F.S. 1012.27(6)).

1 No employee shall be hired before the FDLE and FBI background review is complete
2 except that, under extenuating circumstances as documented by the Superintendent,
3 applicants may be nominated and temporarily assigned following a background check
4 by District staff using existing criminal justice information available to the
5 Superintendent.

6 No employee shall be granted employment status until all background check reports
7 are reviewed and the Superintendent has determined, based upon information
8 received from FDLE, FBI and previous employers that the employee has passed Level 2
9 screening and is of good moral character. While an employee is on temporary status
10 pending fingerprint processing, the Board may dismiss the employee without cause, or
11 the employee may resign without breach of contract.

12 **Criteria for Review**

13 A. The Superintendent shall review and make a determination regarding all
14 applicants for whom a background check identifies a criminal conviction.
15 The information provided in the application will be reviewed along with
16 the criminal history report.

17 B. For purposes of this policy, "convicted" means a conviction by a jury or
18 by a court, whether or not adjudication is withheld, and shall also
19 include the forfeiture of any bail, bond, or other security deposited to
20 secure appearance by a person charged with having committed a felony
21 or misdemeanor; the payment of a fine; a plea of nolo contendere; the
22 imposition of a deferred or suspended sentence by the court; a finding of
23 guilt; a plea of no contest; and entry into a pre-trial intervention, pre-trial
24 diversion, or similar program.

25 A criminal record is available to the District, notwithstanding the entry of
26 an order sealing or expunging the record.

27 **Moral Turpitude**

28 A. The Board shall not employ an applicant who is found through
29 fingerprint processing to have been convicted of a crime involving moral
30 turpitude.

31 B. Crimes involving moral turpitude include, but are not limited to, the
32 following:

33 1. felony sexual-related crimes

- 1 2. felony child abuse crimes
- 2 3. murder
- 3 4. lewd and lascivious crimes
- 4 5. indecent exposure, if sexual in nature
- 5 6. felony distribution or sale of controlled substances

6 **Other Crimes**

7 A. The Board shall not employ an applicant who is found through
8 fingerprint processing to be disqualified under F.S. 435.04 or 1012.315.

9 B. The Board shall not employ an applicant who is found through
10 fingerprint processing to have been convicted, during the five (5) years
11 preceding the background review, of any other felony crime or of any
12 misdemeanor crime of a sexual nature or misdemeanor crime related to
13 children.

14 The Superintendent will consider and carefully review the record of any
15 applicant who was convicted of such an offense more than five (5) years
16 preceding the background review.

17 C. The Board shall not employ an applicant who is found through
18 fingerprint processing to have been convicted, during the three (3) years
19 preceding the background review, of any misdemeanor crimes involving
20 drugs, violence, or weapons.

21 The Superintendent will consider and carefully review the record of any
22 applicant who was convicted of such an offense more than three (3) years
23 preceding the background review.

24 D. The Superintendent will consider and carefully review the record of any
25 applicant who has a conviction of another misdemeanor or of an offense
26 that is directly related to the duties and responsibilities of the particular
27 position for which the applicant is applying.

1 E. In evaluating the background screening results, the Superintendent may
2 consider various factors, including but not limited to:

- 3 1. severity of the offense(s);
- 4 2. multiple convictions;
- 5 3. disclosure of offense(s);
- 6 4. whether the offense was an isolated or repeated violation;
- 7 5. amount of time that has passed since the most recent conviction;
- 8 6. circumstances under which the offense(s) occurred;
- 9 7. age of the applicant when the crime was committed;
- 10 8. evidence of rehabilitation;
- 11 9. compliance with conditions of probation/parole

12 **Reconsideration**

13 An applicant who has been denied employment because of a criminal record shall
14 receive written notice and may request reconsideration by the Superintendent only if
15 s/he presents new information not previously made available.

16 **Appeal**

17 A. An applicant who has been denied employment by the Superintendent
18 because of his/her criminal record may appeal to a Criminal History
19 Review Committee appointed by the Superintendent. The appeal must be
20 in writing and may not include any documents or material not been
21 previously considered by the Superintendent. The Committee shall make
22 a recommendation to the Superintendent whose decision shall be final.
23 Approval of the application by the Committee only allows for
24 consideration of the applicant for a position, with no assurance of a
25 nomination by the Superintendent.

- 1 B. Employees who have been temporarily appointed pending fingerprint
2 processing who are denied regular employment because of their criminal
3 record shall receive a written notice from the Human Resources Division
4 and notice of the right to appeal such a decision to the Superintendent.
5 The employee shall have the opportunity to respond in writing to the
6 findings. The decision of the Superintendent shall be final.

7 **Current Employees**

- 8 A. Current employee shall be subject to criminal background screening
9 every five (5) years ~~periodically~~ as required by applicable law. ~~The cost of~~
10 this subsequent background screening will be borne by the Board.

11 1. If it is discovered during the period of employment that a regular
12 employee has a prior criminal record and that the employee did
13 not provide this information at the time of hire, if asked, the
14 employee may be subject to disciplinary action, including
15 dismissal for falsified application, or otherwise having misled the
16 District.

17 2. If a current Board employee is convicted of a crime involving moral
18 turpitude, s/he shall be subject to termination.

19 3. An employee whose criminal record after employment would
20 otherwise disqualify him/her from initial employment may be
21 recommended for discipline, up to and including termination.

- 22 B. Board personnel who have been terminated because of a criminal record
23 shall receive written notice of the right to appeal such a decision
24 consistent with District policy. The final decision for termination shall be
25 made by the Board.

- 26 C. Whenever a personnel investigation of a complaint against an employee
27 is required, a criminal background check may not be conducted as part
28 of the investigation, unless it would be relevant to the issues under
29 investigation.

- 30 D. ~~Pursuant to State law, a~~All instructional staff members employed by the
31 Board must self-report arrests for serious offenses (see ~~AP 3121.01~~Policy
32 3139.02, Violation of Local, State, and/or Federal Laws).

**THE SCHOOL BOARD OF
ALACHUA COUNTY**

INSTRUCTIONAL STAFF
3121.01/page 6 of 6

1 **Records**

2 | ~~Background screening records may contain confidential information.~~ The information
3 | contained in reports received from the FDLE and the FBI is confidential and
4 | appropriate security of the records will be maintained. Board personnel will only share
5 | the background screening results and details of the record with the individual who has
6 | been screened or his/her attorney in fact, or with other public school districts.

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

9 | Furthermore, if information received as a result of the criminal history records check
10 | indicates that a certificated instructional staff member has been convicted of certain
11 | crimes enumerated by law, the Superintendent must report this information to the
12 | Florida Department of Education in accordance with Policy 8141, *Mandatory Reporting*
13 | *of Misconduct.*

14 |
15 | F.S. 435.04, 435.09, 943.0585(4)(a), 943.059(4)(a), 1012.315, 1012.32, 1012.56

16 | 6B-4.009(6), F.A.C.

17 | AGO 2007-42

18 | s. 26, ch. 2008-108, L.O.F.

19 |

20 | Adopted 7/17/07

21 | Revised 10/7/08

22 | Revised

1 **Nepotism**

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

8 A. Husband and wife may be employed in the same school when
9 specifically recommended by the principal and approved by the
10 Superintendent on the grounds that it is to the educational
11 advantage of the school.

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

14 C. Close relatives are defined as father, mother, son, daughter,
15 brother, sister, uncle, aunt, first cousin, nephew, niece, husband,
16 wife, grandparents, father-in-law, mother-in-law, son-in-law,
17 daughter-in-law, brother-in-law, sister-in-law, stepfather,
18 stepmother, stepson, stepdaughter, stepbrother, stepsister, half-
19 brother, or half-sister.

20 D. The Human Resources Division may recommend re-assignment
21 when current employees become related after hiring.

22 F.S. 112.3135, 1012.22, 1012.23, 1012.2315

23

24 | [Adopted 7/17/07](#)

25 | [Revised _____](#)

EDUCATOR MISCONDUCT

As required by the provisions of State Board of Education Rule F.A.C. 6B-1.006(5) and the Principles of Professional Conduct of the Education Profession in Florida, an instructional employee is required to self-report within forty-eight (48) hours 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 a plea of guilty or nolo contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this policy, the District shall comply with the confidentiality provisions in Florida statutes.

~~All~~ Furthermore, all legally sufficient complaints against a ~~certificated employee of the Board member of the instructional staff~~ shall be reported to the Department of Education within thirty (30) days after the date on which the subject matter of the complaint comes to the attention of the Board or the office of the Superintendent. A complaint is legally sufficient for reporting if it contains the ultimate facts which show a violation has occurred as provided in Florida statutes and State Board of Education rules and Board policies.

The Superintendent shall ~~ensure~~ require that all legally sufficient complaints are timely filed in writing with the Department of Education. The Superintendent shall file with the Department of Education all information relating to the complaint which is known to the Superintendent at the time of filing. Additionally, Policy 8141, Mandatory Reporting of Misconduct, sets forth the procedures for mandatory reporting of alleged misconduct by instructional personnel to the Florida Department of Education.

It is the responsibility of all employees of the Board to report promptly to the office of the Superintendent or the Division of Human Resources any complaint against a ~~teacher or administrative employee member of the instructional staff~~ that comes to the employee's attention and that includes grounds for the revocation or suspension of a teaching certificate. The willful failure by an employee of the Board to report promptly a complaint shall constitute cause for discipline of the employee as provided by law and Board policy.

The Superintendent shall develop procedures to implement this policy.

F.S. 943.0585(4)(c), 943.059(4)(c), 1012.795, 1012.796
F.A.C. 6B-1.006
Adopted 7/17/07
Revised _____

1

STAFF DISCIPLINE

2

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

3

4

5

6

7

Policy 8141, *Mandatory Reporting of Misconduct*, sets forth the procedures for reporting alleged misconduct by instructional staff members.

8

9

Whenever it becomes necessary to discipline a member of the instructional staff, the Board directs the Superintendent to utilize a progressive discipline procedure described in the Superintendent's administrative procedures and the collective bargaining agreement. Such procedures are to provide for proper due-process procedures throughout the investigation and disciplinary procedure.

10

11

12

13

14

All disciplinary actions involving loss of pay or suspension shall be reported to the Board.

15

16

The Board hereby delegates to the Superintendent the non-delegable authority to terminate the employment of probationary instructional staff during the ninety-seven (97) days of initial employment. The Superintendent shall report such terminations to the Board.

17

18

19

20

F.S. 1006.061, ~~1012.22~~, ~~1012.23~~

21

22

23

Adopted 7/17/07

24

Revised _____

SUSPENSION, ~~OR~~ TERMINATION, OR DISMISSAL
OF INSTRUCTIONAL PERSONNEL

It is the desire of the Board to maintain an instructional staff of well-trained, competent employees in order to offer comprehensive services to the students of this District.

An instructional employee may be suspended or terminated at any time during the time of his/her contract for cause pursuant to provisions of Florida statutes.

Any member of the instructional staff who is employed under an annual contract may be suspended or dismissed at any time during the term of his/her contract for cause pursuant to provisions of Florida statutes.

Any member of the instructional staff who is under continuing or professional service contract may be suspended or dismissed any time during the school year pursuant to the provisions set forth in State law.

However, employees who have not completed the applicable probationary period (the first ninety-seven (97) days of the initial contract) may be discharged without cause and without recourse.

Policy 8141, Mandatory Reporting of Misconduct, sets forth the procedures for mandatory reporting of alleged misconduct by instructional staff members to the Florida Department of Education.

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

Termination of Probationary Employees

The Board hereby delegates to the Superintendent the non-delegable authority to terminate probationary employees. The Superintendent shall report such terminations to the Board.

Suspension

Before a decision is made to recommend suspension or termination, the affected employee, in an informal pre-termination hearing, will receive oral or written notice of the charge(s), an explanation of the evidence and an opportunity to present the employee's side of the story.

**THE SCHOOL BOARD OF
ALACHUA COUNTY**

INSTRUCTIONAL STAFF
3140/page 2 of 3

1 No employee may be suspended from duty except by the Superintendent or the
2 Board. The Board hereby delegates to the Superintendent the authority to:

3 A. suspend with pay a member of the staff who will be recommend for
4 termination for a period extending to the second meeting of the Board
5 after the suspension becomes effective; and

6 B. suspend a member of the staff, with or without pay, as set forth in
7 Policy 3140.01, *Disciplinary Suspension*.

8 The Superintendent shall report such suspensions to the Board.

9 **Hearing**

10 In any suspension or dismissal proceeding in which the substantial interest of the
11 employee is affected, or in which the employee has a property interest, the employee
12 shall be entitled to a hearing on the merits of the case in accordance with the
13 provisions of F.S. Chapter 120.

14 A. The Superintendent shall notify the affected employee in writing of
15 his/her right to a hearing at the time the notice of charge(s) is filed.
16 The notice of charge(s) will set forth the allegations against the
17 employee and the intended disciplinary action to be taken.

18 B. If the employee wishes to contest the charges, the employee must,
19 within fifteen (15) work days after receipt of the notice of charge(s), file
20 with the Superintendent a written petition for hearing. The petition
21 must substantially comply with the requirements of the Uniform Rules
22 of Procedure.

23 C. Failure to timely file a written petition for a hearing with the
24 Superintendent shall constitute a waiver of the right to a hearing and
25 an admission that the charges are true.

26 D. In the event a hearing is scheduled as prescribed by law, pursuant to
27 this policy, a written notice of hearing shall be furnished to the
28 employee in a timely manner stating the date, place, and time of the
29 hearing.

1 **Dismissal**

2 No member of the staff may be dismissed except by action of the Board.

3 Termination of employees during their probationary period and upon expiration of
4 an annual contract ~~the non-renewal of a time limited contract upon its expiration~~
5 ~~are shall~~ not considered to be a dismissal and shall not be subject to this policy.

6 The Superintendent may require an employee to take a physical, psychological,
7 and/or psychiatric examination, as set forth in Policy 3160, *Employee Examinations*.
8 The Board shall pay for the cost of the examination(s). Refusal to take such
9 required examination shall be grounds for immediate dismissal.

10 Any provision in the collective bargaining agreement to the contrary shall supersede
11 this policy, for employees subject to such agreement.

12

13 F.S. 1012.22, 1012.27, 1012.32, 1012.33, 1012.34

14 F.S. Chapter 120, Administrative Procedures Act

15

16 Adopted 7/17/07

17 Revised

WHISTLEBLOWER PROTECTION

The Board expects all its employees to be honest and ethical in their conduct, and to comply with applicable State and Federal law, Board policies and administrative guidelines. The Board encourages staff to report possible violations of these Board expectations to their immediate supervisors.

It is the responsibility of an employee who is aware of conduct on the part of any Board Member or employee that possibly violates Federal or State law, or Board policy, to call this conduct to the attention of his/her immediate supervisor. If the employee's immediate supervisor is not responsive or is the employee whose behavior is in question, the employee may report to the Superintendent. If the reported conduct relates to the Superintendent, the report may be filed directly with the Board Chairman. If the reported conduct relates to a Board Member, the report may be filed directly with the Board Attorney.

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

The Superintendent shall develop and update administrative procedures as necessary for implementation of this policy, including the development of forms upon which such reports may be made.

F.S. 112.3187

Adopted

1

OUTSIDE ACTIVITIES OF STAFF

2 Instructional staff members shall avoid situations in which their personal
3 interests, activities, and associations may conflict with the interests of the
4 District. If such situations threaten a staff member's effectiveness within the
5 school system, the Superintendent shall evaluate the impact of such interest,
6 activity, or association upon the instructional staff member's responsibilities.

7 A. Staff members should not give work time to an outside interest,
8 activity, or association without valid reason to be excused from
9 assigned duties.

10 B. Staff members shall not use school property or school time to solicit
11 or accept customers for private enterprises without written
12 administrative permission.

13 C. Staff members shall not engage in business transactions on behalf
14 of private enterprises in which s/he may profit by virtue of his/her
15 official position or authority or benefit financially from confidential
16 information which the employee has obtained or may obtain by
17 reason of his/her position or authority.

18 D. Staff members shall not campaign on school property during duty
19 hours on behalf of any political issues or candidate for local, State,
20 or National office. For purposes of this policy, "campaigning" shall
21 include but not be limited to, the wearing of clothing, buttons, or
22 other insignia with political messages. The constitutional right to
23 express political and other opinions as citizens is reserved to all
24 employees.

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

28 ~~E~~F. Staff members may not accept fees for tutoring when such tutoring
29 is conducted during the normal work day.

30 ~~F~~G. Staff members may not accept fees for tutoring of students currently
31 enrolled in one (1) or more of their classes.

1 **Research and Publishing**

2 ~~A. Instructional staff members are encouraged to contribute articles to~~
3 ~~professional publications and to engage in approved professional~~
4 ~~research.~~

5 ~~B. Materials which might be considered for publication and/or~~
6 ~~production, which identify the District in any manner, shall be~~
7 ~~cleared with the Superintendent prior to publication and/or~~
8 ~~production.~~

9 ~~C. Rights to copyrights or patents of books, materials, devices, etc.~~
10 ~~developed by instructional staff members on their own time will be~~
11 ~~relinquished by the Board upon request of the staff member.~~

12 ~~D. All books, materials, devices, or products which result from the paid~~
13 ~~work time and/or prescribed duties of instructional staff members~~
14 ~~shall remain the property of the District. The District shall retain all~~
15 ~~rights and privileges pertaining to the ownership thereof.~~

16 ~~In the event that any of these products have commercial~~
17 ~~possibilities, the Superintendent is authorized to secure copyrights,~~
18 ~~patents, etc. which will ensure the ownership of the product by the~~
19 ~~District.~~

20 ~~The Superintendent is authorized to negotiate with appropriate agencies for the~~
21 ~~production and distribution of products with commercial appeal. Such~~
22 ~~negotiations shall ensure fair and appropriate compensation, including sharing~~
23 ~~of royalties, for the staff member(s) who developed the products.~~

24 F.S. 104.31, 1006.32, [1012.23](#)

25 [Adopted 7/17/07](#)

26 [Revised _____](#)

27

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

RESEARCH AND PUBLISHING

Instructional staff members are encouraged to contribute articles to professional publications and to engage in approved professional research.

Materials which might be considered for publication and/or production, which identify the District in any manner, shall be cleared with the Superintendent prior to publication and/or production.

Publications and productions shall be subject to the following copyright provisions:

A. Rights to copyrights or patents of books, materials, devices, etc. developed by instructional staff members on their own time will be relinquished by the Board upon request of the staff member provided that:

1. All books, materials, devices, etc. were prepared without the use of Board data, facilities, and/or equipment;

2. the Board is granted the privilege of purchasing the materials or products free of any copyright or royalty charges;

3. the staff member does not become involved in any way in the selling of the product to the Board.

The final decision regarding whether materials were produced independent of any work assignment, and/or without using school equipment, facilities, data, or equipment rests with the Superintendent.

1 Instructional staff members who desire to publish or produce
2 material on their own time should make such action known to
3 the Superintendent prior to the time such work is started in
4 order that produce procedures can be established to assure
5 that Board interests and the interests of the staff member are
6 protected.

7 B. All books, materials, devices, etc. were prepared without the
8 use of Board data, facilities, and/or equipment; which result
9 from the paid work time and/or prescribed duties of
10 instructional staff members shall remain the property of the
11 District. The District shall retain all rights and privileges
12 pertaining to the ownership thereof.

13 In the event that any of these products have commercial
14 possibilities, the Superintendent is authorized to secure
15 copyrights, patents, etc. which will ensure the ownership of the
16 product by the District.

17 The Superintendent is authorized to negotiate with appropriate
18 agencies for the production and distribution of products with
19 commercial appeal. Such negotiations shall ensure fair and
20 appropriate compensation, including sharing of royalties, for
21 the staff member(s) who developed the products.

22 F.S. 104.31, 1006.32
23 Adopted _____

USE OF EMPLOYEE'S PERSONAL PROPERTY AT SCHOOL

The Board will normally provide all employees with the equipment and tools necessary to perform their assigned duties.

From time-to-time Board employees may wish to bring personal property to school, either for reasons associated with administrative responsibilities or for use during off-duty time. This practice is permitted provided it is understood that the Board is not responsible for any loss of, or damage to , said property, except as follows:

A. When, as a result of a physical altercation in the performance of his/her normal duties, damage is incurred to a teacher's personal property, such damage shall be reimbursed by the Board. Notification of such damage shall be made in writing within 24 hours to the Principal.

B. If the building principal requests the employee to bring a certain piece of equipment or tool to school in order to complete a specific task, and the employee completes Form 1481 F1, *Notice of Personnel Property for Use at Work*, the personal property may be covered by the Board's property insurance policy during the period of time referenced on the form, subject to deductibles and limitations of District insurance coverage.

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

Employees may not install personal networking devices to the Board's network without prior written approval from the Superintendent. See policy 7540.04, *Staff Network and Internet Acceptable Use and Safety*.

Article XVI, Section 9, Collective Bargaining Agreement, 2006-2009
Adopted

1 C. Service Member Family Leave

2 1. any exigency (as defined in applicable Federal regulations)
3 arising out of the fact that the staff member's spouse, son,
4 daughter, or parent is on active duty (or has been notified of an
5 impending call or order to active duty) in the Armed Forces in
6 support of a contingency operation.

7 2. An eligible staff member who is a spouse, son, daughter, parent,
8 or next of kin (i.e., the nearest blood relative) of a covered service
9 member in order to care for the service member.

10 A "covered service member" is defined as a member of the Armed
11 Forces, including a member of the National Guard or Reserves,
12 who is undergoing medical treatment, recuperation, or therapy,
13 is otherwise in outpatient status, or is otherwise on the
14 temporary disability retired list, for a serious injury or illness.

15 **Eligibility**

16 Instructional staff members are "eligible" if they have worked for the Board for at
17 least twelve (12) months, and for at least 1,250 hours over the twelve (12) months
18 prior to the leave request. After they have worked for the board for at least twelve
19 (12) months ~~All~~ all full-time instructional staff members are deemed to meet the
20 1,250 hour requirement and are therefore "eligible" for FMLA. For purposes of this
21 policy, an instructional staff member shall be considered full-time if that
22 instructional staff member's assignment is for a full school day.

23 Instructional staff members who work less than full-time are "eligible" only after
24 they have worked for the Board for at least twelve (12) months and for at least 1,250
25 hours over the twelve (12) months prior to the leave request.

26 Months and hours that reservists or National Guards would have worked if they had
27 not been called up for military service counts towards the staff member's eligibility
28 for FMLA leave/Service Member Family Leave.

1 **Serious Health Condition**

2 "Serious health condition" is defined as an illness, injury, impairment, or physical or
3 mental condition that involves:

4 A. Inpatient care, including any period of incapacity or any subsequent
5 treatment in connection with such inpatient care; or

6 B. Continuing treatment by a healthcare provider, including:

7 1. a period of incapacity of more than three (3) consecutive
8 calendar days and any subsequent treatment or period of
9 incapacity relating to the same condition, that also involves
10 either treatment two (2) or more times by a healthcare provider,
11 or treatment by a healthcare provider on at least one (1)
12 occasion which results in a regimen of continuing treatment
13 under the supervision of a healthcare provider;

14 2. any incapacity due to pregnancy or for prenatal care;

15 3. any period of incapacity or treatment for such incapacity due to
16 a chronic serious health condition;

17 4. a period of incapacity which is permanent or long-term due to a
18 condition for which treatment may not be effective;

19 5. any period of absence to receive multiple treatments by a
20 healthcare provider either for restorative surgery after an
21 accident or other injury, or for a condition that would likely
22 result in a period of incapacity of more than three (3)
23 consecutive days in the absence of medical intervention or
24 treatment, such as cancer (chemotherapy, radiation, etc.),
25 severe arthritis (physical therapy), and/or kidney disease
26 (dialysis).

27 | ~~C.~~ Conditions for which cosmetic treatment is administered are not
28 "serious health conditions" unless inpatient hospital care is required or
29 complications develop. Ordinarily, unless complications arise, the common cold, the
30 flu, ear aches, upset stomachs, minor ulcers, headaches other than migraines,
31 routine dental or orthodontia problems, periodontal disease, etc., are conditions that
32 do not meet this definition and do not qualify for FMLA leave.

1 For purposes of Service Member Family Leave, a serious injury or illness is defined
2 as an injury or illness incurred by the member in line of duty on active duty in the
3 Armed Forces that may render the member medically unfit to perform the duties of
4 the member's office, grade, rank, or rating.

5 **Use of Leave**

6 A. Family leave shall not be taken intermittently, nor shall employees
7 work on a reduced schedule during family leave.

8
9 B. Medical leave may be taken intermittently when medically necessary.
10 Intermittent leave is defined as leave taken in separate, pre-scheduled
11 blocks of time due to a single illness or injury. The taking of
12 intermittent leave results in the total reduction of the twelve (12) weeks
13 only by the amount of leave actually taken. Under such circumstances,
14 the employee must try to schedule the leave so as not to unduly
15 disrupt the operations of the Board.

16 ~~After discussion with the employee, the Superintendent may place an~~
17 ~~employee who requires intermittent medical leave in an alternative~~
18 ~~position which better accommodates intermittent leave.~~ Instructional
19 Staff members (i.e., individuals whose principal function is to teach
20 and instruct students in a class, a small group, or an individual
21 setting) who request intermittent leave or a reduced-leave schedule and
22 the leave which would exceed twenty percent (20%) of the total number
23 of working days over the period of anticipated leave must elect either
24 to:

25 1. Take leave for a period or periods of a particular duration, not
26 greater than the duration of the planned treatment; or

27 2. transfer temporarily to an available alternative position offered
28 by the Superintendent for which the administrative staff
29 member is qualified, and that has equivalent pay and benefits
30 and that better accommodates the recurring periods of leave
31 than the staff member's regular position.

32 C. Leave taken under "Service Member Family Leave" may be taken
33 intermittently or on a reduced-leave schedule when medically
34 necessary.

1 | ~~CD.~~ ~~Family and medical FMLA~~ leave is intended to provide assistance to
2 | employees who do not have other leave available. Therefore, employees
3 | claiming family leave must first use any accrued paid vacation leave
4 | and personal leave; and employees claiming medical leave or Service
5 | Member Family Leave must first use any accrued paid vacation leave,
6 | personal leave, and sick leave.

7 | ~~DE.~~ Paid leave used for FMLA purposes shall not be counted as a part of
8 | the twelve (12) week family and medical leave or the twenty-six (26)
9 | week period for Service Member Family leave. The Board will not count
10 | paid leave taken for other reasons against the employee's twelve (12)
11 | week family and medical leave or the twenty-six (26) week period for
12 | Service Member Family leave. Leave taken under this policy for birth or
13 | adoption (including foster care placement) must conclude within
14 | twelve (12) months after the birth or placement.

15 | ~~EF.~~ ~~A husband and wife who are both employed by the Board and both~~
16 | ~~eligible may take only a combined total of twelve (12) weeks of leave~~
17 | ~~during any school year if the leave is taken for birth of a child(ren); to~~
18 | ~~care for the child after birth; for placement of a child for adoption or~~
19 | ~~foster care; or to care for a child after placement; or for care for a~~
20 | ~~parent (not a parent "in law") with a serious health condition. In cases~~
21 | ~~in which the Board employs both spouses, the total amount of FMLA~~
22 | ~~leave is twelve (12) weeks for a couple, except when the leave is due to~~
23 | ~~the serious health condition of either spouse or child.~~

24 | Additionally, the aggregate number of work weeks of leave to which
25 | both the husband and wife may be entitled pursuant to this policy may
26 | be limited to twenty-six (26) work weeks during the single twelve (12)
27 | month period provided for in the Service Member Family Leave
28 | provision if the leave is taken pursuant to Service Member Family leave
29 | or a combination of general FMLA leave and Service Member Family
30 | leave.

1 **Notice for Leave**

2 Except in unanticipated situations, an employee intending to take ~~family or medical~~
3 ~~leave because of an expected birth or placement, or because of planned medical~~
4 ~~treatment~~ FMLA or Service Member Family Leave, must submit an application for
5 leave at least thirty (30) days before the leave is to begin. If leave is to begin within
6 thirty (30) days, an employee must give notice to the work site supervisor as soon as
7 the necessity for the leave arises. Except in unanticipated situations, failure to give
8 proper notice may result in denial of entitlement to leave under this policy.

9 When a staff member is taking Service Member Family leave because of a “qualifying
10 exigency”, and the leave is foreseeable, whether because the staff member’s spouse,
11 son, daughter or parent is on active duty, or because of a notification of an
12 impending call or order to active duty in support of a contingency operation, the
13 staff member shall provide such notice to the Superintendent as is reasonable and
14 practicable.

15 When planning medical treatment, or taking leave pursuant to Service Member
16 Family leave the staff member must consult with the Superintendent and make a
17 reasonable effort to schedule the leave so as not to unduly disrupt the regular
18 operation of the District, subject to the approval of the healthcare provider.

19 A staff member seeking to take leave pursuant to Service Member Family leave must
20 submit, in a timely manner to the Superintendent, an appropriate certification as
21 described by Federal regulations.

22 **Medical Certification**

23 When medical leave or Service Member Family leave is taken, the staff member must
24 provide medical certification from the healthcare provider of the eligible staff
25 member, ~~or~~ his/her immediate family member, or, for Service Member Family leave,
26 the next of kin of the individual. (Form 3430.01 F2, Medical Certification)

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

1 | [In the event the staff member fails to provide medical certification, any leave taken](#)
2 | [by the employee is not FMLA leave/Service Member Family Leave.](#)

3 | The Board reserves the right to obtain, at its expense, the opinion of a second
4 | healthcare provider and, in the event of conflict, the opinion of a third healthcare
5 | provider whose decision shall be binding and final.

6 | A staff member who takes medical leave for his/her own serious health condition,
7 | [must](#), prior to returning to work, ~~must~~ provide the Superintendent with a statement
8 | from his/her healthcare provider that s/he is able to resume work. ~~(Form 3430.01~~
9 | ~~F3)~~

10 | **Restoration of Employment**

11 | Upon return from any FMLA leave, the Board will restore the staff member to
12 | his/her former position or to a position with equivalent employment benefits, pay,
13 | and conditions of employment.

14 | **Benefits During Leave**

15 | A. During FMLA leave, the Board shall maintain the staff member's
16 | current coverage under the Board's group health insurance program
17 | on the same conditions as coverage would have been provided if the
18 | staff member had been continuously working during the leave period.
19 | If the staff member was paying all or part of the premium payments
20 | prior to going on FMLA leave, the staff member must continue to pay
21 | his/her share during the leave. Failure of the employee to pay his/her
22 | share of the health insurance premium may result in a lost of coverage.
23 | Persons not eligible for insurance coverage, such as substitutes, will
24 | not become eligible by taking leave.

25 | B. If the employee fails to return to work after the expiration of the [FMLA](#)
26 | leave [or Service Member Family Leave](#), or an extension of leave for the
27 | same or related purpose, the employee will be required to reimburse
28 | the Board for payment of health insurance premiums during the family
29 | or medical leave, unless the reason the employee fails to return is the
30 | presence of a serious health condition which prevents the employee
31 | from performing his/her job or to circumstance beyond the employee's
32 | control.

**THE SCHOOL BOARD OF
ALACHUA COUNTY**

INSTRUCTIONAL STAFF
3430.01/page 8 of 8

1 C. An employee who takes family or medical leave is not entitled to the
2 accrual of any seniority or employment benefits that would have
3 accrued if not for the taking of leave. An employee who takes family or
4 medical leave will not lose any seniority or employment benefits that
5 accrued before the date leave began.

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

9 This policy supplements but does not supplant any provisions for leave contained in
10 other Board policies and collectively bargained agreements.

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

13 The Superintendent shall provide a copy of the policy upon the request of a staff
14 member.

15 F.S. 110.221, 1012.61
16 29 U.S.C. 2601 et seq.
17 29 C.F.R. Part 825
18 45 C.F.R. Part 160, 164

19
20 | [Adopted 7/17/07](#)
21 | [Revised _____](#)