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1 CRIMINAL BACKGROUND AND EMPLOYMENT HISTORY CHECKS

2 Prior to recommendation for initial employment, or re-employment if there has been
3 a break in service, all candidates for all positions shall be subject to a Level 2
4 criminal background check to determine suitability for employment. The application
5 for employment shall inform applicants they are subject to criminal background
6 checks as a condition precedent to employment and thereafter in accordance with
7 applicable law. The application shall advise applicants that failure to be truthful on
8 the application about prior criminal history will be grounds for ineligibility or
9 dismissal 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 District or approved contractor who is trained to take fingerprints.
13 ~~The fingerprints shall be processed by the Florida Department of Law Enforcement~~
14 ~~(FDLE) and the Federal Bureau of Investigation (FBI). The applicant who is applying~~
15 ~~for employment and fingerprinted shall be required to pay for the full cost of~~
16 ~~processing fingerprints.~~ The cost of the background screening related to initial
17 employment or re-employment after a break in service will be born by the candidate
18 for employment.

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

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

30 Furthermore, before employing a support staff member in any position that requires
31 direct contact with students, the Superintendent shall conduct employment history
32 checks of each candidate's previous employer(s), screen the candidate through the
33 use of the educator screening tools described in F.S. 1001.10(5), and document the
34 findings. If unable to contact a previous employer, the Superintendent shall
35 document efforts to contact the employer (F.S. 101227(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
3 Superintendent, applicants may be nominated and temporarily assigned following a
4 background check by District staff using existing criminal justice information
5 available to the Superintendent.

6 No employee shall commence work until all background check reports are reviewed
7 and the Superintendent has determined, based upon information received from
8 FDLE, FBI and previous employers, that the employee has passed Level 2 screening
9 and is of good moral character. While the employee is on temporary status pending
10 fingerprint processing, the employee may be terminated at the Board's option and
11 the employee may resign without breach of contract. The District is not required to
12 provide a reason for the termination of employment and there shall be no appeal
13 from the decision.

14 **Criteria for Review**

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

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

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

29 **Moral Turpitude**

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

33 B. Crimes of moral turpitude include, but are not limited to, the following:

34 1. felony sexual-related crimes

35 2. felony child abuse crimes

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

5 **Other Crimes**

6 A. The Board shall not employ an applicant who is found through
7 fingerprint processing to be disqualified under F.S. 435.04 or
8 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
13 related to 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)
19 years preceding the background review, of any misdemeanor crimes
20 involving 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)
23 years 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
26 offense that is directly related to the duties and responsibilities of the
27 particular position for which the applicant is applying.

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

- 30 1. severity of the offense(s);
- 31 2. multiple convictions;
- 32 3. disclosure of offense(s);

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

8 **Reconsideration**

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

12 **Appeal**

- 13 A. An applicant who has been denied employment by the Superintendent
14 may appeal to a Criminal History Review Committee appointed by the
15 Superintendent. The appeal must be in writing and may not include
16 any documents or material not previously considered by the
17 Superintendent. The Committee shall make a recommendation to the
18 Superintendent whose decision shall be final. Approval of the
19 application by the Committee only allows for consideration of the
20 applicant for a position, with no assurance of a nomination by the
21 Superintendent.
- 22 B. Employees who have been temporarily appointed pending fingerprint
23 processing who are denied regular employment because of their
24 criminal record shall receive a written notice from the Human
25 Resources Division and notice of the right to appeal such a decision to
26 the Superintendent. The employee shall have the opportunity to
27 respond in writing to the findings. The decision of the Superintendent
28 shall be final.

1 **Current Employees**

2 A. Current employees shall be subject to criminal background screening
3 every five (5) years ~~periodically~~ as required by applicable law. The cost
4 of this subsequent background screening will be borne by the Board.

5 1. If it is discovered during the period of employment that a regular
6 employee has a prior criminal record and that the employee did
7 not provide this information at the time of hire, the employee
8 may be subject to disciplinary action, including dismissal for
9 falsified application, or otherwise having misled the District.

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

12 3. An employee whose criminal record after employment would
13 otherwise keep him/her from initial employment may be
14 recommended for discipline, up to and including termination.

15 B. Board personnel who are recommended for termination because of a
16 criminal record shall receive written notice of the right to appeal such a
17 decision consistent with the collective bargaining agreements and
18 Board policy. The final decision for termination shall be made by the
19 Board.

20 C. Whenever a personal investigation of a complaint against an employee
21 is required, a criminal background check may not be conducted as
22 part of the investigation, unless it would be relevant to the issues
23 under investigation.

24 D. ~~Pursuant to State law, a~~All support staff members employed by the
25 Board must self-report arrests for serious offenses (see Policy 4139.02,
26 Violation of Local, State, and/or Federal Laws~~AP 4121.01).~~

27 **Records**

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

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

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1 [Furthermore, if information received as a result of the criminal history records check](#)
2 [indicates that a certificated administrator has been convicted of certain crimes](#)
3 [enumerated by law, the Superintendent must report this information to the Florida](#)
4 [Department of Education in accordance with to Policy 8141, *Mandatory Reporting of*](#)
5 [*Misconduct.*](#)

6
7 F.S. 435.04, 435.09, 943.0585(4)(a), 943.059(4)(a), 1012.315, 1012.32, 1012.56

8 [6B-4.009\(6\), F.A.C.](#)

9 AGO 2007-42

10 s. 26, ch. 2008-108, L.O.F.

11
12 Adopted 7/17/07

13 Revised 10/7/08

14 [Revised](#)

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RESIGNATION

2 Since the Board employs its support staff as individuals, resignations tendered by
3 support staff shall be submitted individually through the Superintendent to the
4 Board. No mass resignations submitted by an organization(s) on behalf of individual
5 employees of the Board shall be accepted for consideration by the Board.

6 Each resignation shall be submitted in writing, on a separation form (Form 4150 F1)
7 provided by the Division of Human Resources, and shall include an effective date, a
8 specific reason or reasons for offering the resignation, and shall bear the signature
9 of the resigner's administrator. The resignation may be accepted if a qualified and
10 satisfactory replacement is available.

11 Support staff should give notice of resignation to their immediate supervisor at least
12 ten (10) work days prior to the resignation date.

13 Resignations shall be processed through the Division of Human Resources. Once
14 tendered, resignations may not be rescinded without the express written approval
15 consent of the Superintendent.

16 The Board delegates to the Superintendent the authority to accept employee
17 resignations and withdrawals of resignations on behalf of the Board. Resignations
18 shall be effective upon acceptance by the Superintendent. ~~The Superintendent shall~~
19 ~~periodically inform the Board of all actions taken under this paragraph.~~The
20 resignation shall be submitted to the Board for information at a regular meeting.

21 If the Superintendent determines that misconduct by an employee who holds an
22 educator certificate affects the health, safety, or welfare of a student and the
23 misconduct warrants termination, the employee may resign or be terminated by the
24 Board.

25 A support staff member who returns to employment after resigning shall be entitled
26 to unused sick leave credit accrued prior to the time of his/her resignation.

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

29 F.S. 1012.33

30 Adopted 7/17/07

31 Revised

CODE OF ETHICS

An effective educational program requires the services of men and women of good moral character, integrity, high ideals, and human understanding. The School Board expects all support staff members to maintain and promote these essentials.

To maintain and promote these essentials, the Board expects all support staff members to adhere to *The Code of Ethics of the Education Profession in Florida* and *The Principles of Professional Conduct of the Education Profession in Florida* and the standards of conduct enumerated in F.S. 112.313, which are incorporated by reference and made a part of this policy.

Furthermore, the Board hereby establishes the following as the standards of ethical conduct for all support staff members in the District who have direct access to students:

A support staff member with direct access to students shall:

- A. make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety.
- B. not unreasonably restrain a student from independent action in pursuit of learning.
- C. not intentionally expose a student to unnecessary embarrassment or disparagement.
- D. not intentionally violate or deny a student's legal rights.
- E. not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination.
- F. not exploit a relationship with a student for personal gain or advantage.
- G. keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.

- H. not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression.
- I. not use institutional privileges for personal gain or advantage.
- J. accept no gratuity, gift, or favor that might influence judgment.
- K. offer no gratuity, gift, or favor to obtain special advantages.
- L. maintain honesty in all dealings.
- M. not interfere with another District employee's exercise of political or civil rights and responsibilities.
- N. not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable efforts to assure that each individual is protected from such harassment or discrimination.
- O. not make malicious or intentionally false statements about another District employee.
- P. not misrepresent one's qualifications.
- Q. not submit fraudulent information on any document in connection with employment.
- R. not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for employment.
- S. self-report within forty-eight (48) hours to appropriate authorities (as determined by the District) any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, support staff members shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4)(c) and 943.059(4)(c).

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

Staff members who engage in conduct unbecoming a public employee shall be subject to discipline up to and including termination of employment.

All support staff have a duty to report misconduct by Board employees that affects the health, safety, or welfare of a student in accordance with Policy 8141 - *Mandatory Reporting of Misconduct*.

F.S. 112.313, 1001.42(6), [1012.23](#)
s. 9, ch. 2008-108, L.O.F.
F.A.C. 6B-1.001, 6B-1.006

Adopted 7/17/07
Revised 10/7/08

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 administrative procedures necessary for implementation of this policy, including the development of forms upon which such reports may be made.

F.S. 112.3187

Adopted _____

RESEARCH AND PUBLISHING

Support 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 support 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.

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

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

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

4 The Superintendent is authorized to negotiate with appropriate
5 agencies for the production and distribution of products with
6 commercial appeal. Such negotiations shall ensure fair and
7 appropriate compensation, including sharing of royalties, for the staff
8 member(s) who developed the products.

9 F.S. 104.31, 1006.32
10 Adopted

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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, except for those employees who are required to furnish tools as a condition of employment.

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

A. The Board shall replace or repair broken and/or stolen tools belonging to employees who are required to furnish tools as a condition of employment with tools meeting the same specifications as the broken or stolen tools.

1. Such tools must have been inventoried by the worksite supervisor and must have been broken or stolen while being stored or used on Board property.

2. A police report is required for stolen property and a broken tool must be shown to the worksite supervisor prior to authorization for replacement.

3. Each broken tool may be replaced no more than once a school year.

4. Each employee's broken tool replacement allowance will not exceed \$1,000 per school year.

B. When, as a result of a physical altercation in the performance of his normal duties, damage is incurred to an employee's personal property, the employee may submit a claim to the Risk Management Department. Notification of such damage must have been made to the worksite supervisor within 24 hours of the incident, with a written description of the altercation from the worksite supervisor.

1 C. If the employee's building principal or supervisor requests the
2 employee to bring a certain piece of equipment or tool to school in
3 order to complete a specific task, and the employee completes Form
4 4281 F1, *Notice of Personnel Property for Use at Work*, the personal
5 property may be covered by the Board's property insurance policy
6 during the period of time referenced on the form, subject to deductibles
7 and limitations of District insurance coverage.

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

10 Employees who bring personal property onto District premises for work-related
11 purposes must complete Form 4281 F1, *Notice of Personnel Property for Use at Work*,
12 and notify the building principal prior to bringing such property onto District
13 premises.

14 Employees may not install personal networking devices to the Board's network
15 without prior written approval from the Superintendent. See Policy 7540.02, *Staff*
16 *Network and Internet Acceptable Use and Safety*.

17 Article XIX, Section 16, Collective Bargaining Agreement, 2007-2010
18 Adopted _____

1 FAMILY & MEDICAL LEAVES OF ABSENCE ("FMLA")

2 | In accordance with ~~Federal law~~the Family and Medical Leave Act (FMLA), the Board
3 | shall provide eligible support staff with up to a maximum of twelve (12) work weeks
4 | of unpaid FMLA leave during any school year ~~in any twelve (12) month period to~~
5 | ~~eligible support staff members.~~ (July 1st - June 30th) or up to twenty-six (26)
6 | workweeks of unpaid Service Member Family Leave during a single twelve (12)
7 | month period. This policy shall not increase paid leave as provided for under State
8 | law or other Board policies.

9 | An eligible staff member shall be entitled to a combined total of twenty-six (26) work
10 | weeks of leave under the Service Member Family leave and general FMLA leave.
11 | Nothing in this paragraph shall be construed to limit the availability of general
12 | FMLA leave during any other twelve (12) month period.

13 | ~~Family and medical leave~~ Leave under this policy may be granted ~~for a maximum of~~
14 | ~~twelve (12) work weeks during any school year (July 1st - June 30th)~~ for the
15 | following reasons:

16 A. Family Leave

- 17 1. the birth of a child and/or the care of a newborn child within one (1)
18 year of the child's birth
- 19 2. the placement of a child with the staff member by way of adoption or
20 foster care and/or to care for the child within one (1) year of the
21 child's arrival

22 B. Medical Leave

- 23 1. the staff member is needed to care for a spouse, son, daughter, or
24 parent if such individual has a serious health condition
- 25 2. the staff member's own serious health condition prevents him/her
26 from performing the functions of his/her position

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 Staff members are "eligible" if they have worked for the Board for at least twelve (12)
17 months, and for at least 1,250 hours over the twelve (12) months prior to the leave
18 request. Months and hours that reservists or National Guards would have worked if
19 they had not been called up for military service counts towards the staff member's
20 eligibility for FMLA leave/Service member Family leave.

21 **Serious Health Condition**

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

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

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

27 1. a period of incapacity of more than three (3) consecutive calendar
28 days and any subsequent treatment or period of incapacity relating to
29 the same condition, that also involves either treatment two (2) or
30 more times by a healthcare provider, or treatment by a healthcare
31 provider on at least one (1) occasion which results in a regimen of
32 continuing treatment under the supervision of a healthcare provider;

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- 1 2. any incapacity due to pregnancy or for prenatal care;
- 2 3. any period of incapacity or treatment for such incapacity due to a
- 3 chronic serious health condition;
- 4 4. a period of incapacity which is permanent or long-term due to a
- 5 condition for which treatment may not be effective;
- 6 5. any period of absence to receive multiple treatments by a healthcare
- 7 provider either for restorative surgery after an accident or other
- 8 injury, or for a condition that would likely result in a period of
- 9 incapacity of more than three (3) consecutive days in the absence of
- 10 medical intervention or treatment, such as cancer (chemotherapy,
- 11 radiation, etc.), severe arthritis (physical therapy), and/or kidney
- 12 disease (dialysis).

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

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

23 | **Use of Leave**

- 24 A. Family leave shall not be taken intermittently, nor shall employees work
- 25 on a reduced schedule during family leave.
- 26 B. Medical leave may be taken intermittently when medically necessary.
- 27 Intermittent leave is defined as leave taken in separate, pre-scheduled
- 28 blocks of time due to a single illness or injury. The taking of intermittent
- 29 leave results in the total reduction of the twelve (12) weeks only by the
- 30 amount of leave actually taken. Under such circumstances, the employee
- 31 must try to schedule the leave so as not to unduly disrupt the operations
- 32 of the Board.

1 | ~~After discussion with the employee, the~~ The Superintendent may place
2 | an employee who requires intermittent medical leave in an alternative
3 | position which better accommodates intermittent leave. The
4 | alternative position shall have equivalent pay and benefits but not
5 | necessarily equivalent duties.

6 | C. Leave taken under "Service Member Family Leave" may be taken
7 | intermittently or on a reduced-leave schedule when medically necessary.

8 | ~~CD. Family and medical leave~~ FMLA leave is intended to provide assistance to
9 | employees who do not have other leaves available. Therefore, employees
10 | claiming family leave must first use any accrued paid vacation leave and
11 | personal leave; and employees claiming medical leave or Service Member
12 | Family Leave must first use any accrued paid vacation leave, personal
13 | leave, and sick leave.

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

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

31 | Additionally, the aggregate number of work weeks of leave to which
32 | both the husband and wife may be entitled pursuant to this policy may
33 | be limited to twenty-six (26) work weeks during the single twelve (12)
34 | month period provided for in the Service Member Family Leave
35 | provision if the leave is taken pursuant to Service Member Family leave
36 | or a combination of general FMLA leave and Service Member Family
37 | 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 worksite 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 4430.01 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 4430.01~~
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 current
16 | coverage under the Board's group health insurance program on the same
17 | conditions as coverage would have been provided if the staff member had
18 | been continuously working during the leave period. If the staff member
19 | was paying all or part of the premium payments prior to going on FMLA
20 | leave, the staff member must continue to pay his/her share during the
21 | leave.

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

29 | C. Any employee who take family or medical leave is not entitled to the
30 | accrual of any seniority or employment benefits that would have accrued if
31 | not for the taking of leave. An employee who takes family or medical leave
32 | will not lose any seniority or employment benefits that accrued before the
33 | date leave began.

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

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

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

7 The Superintendent shall provide a copy of the policy upon the request of a staff
8 member.

9 F.S. 110.221, 1012.61
10 29 U.S.C. 2601 et seq.
11 29 C.F.R. Part 825
12 45 C.F.R. Part 160, 164

13
14 Adopted 7/17/07

15 Revised 12/18/07

16 Revised