



THE SCHOOL DISTRICT OF LEE COUNTY

# Employee Handbook



*VISION: To be a world-class school system.*

THE SCHOOL DISTRICT OF  
LEE COUNTY

2855 Colonial Blvd.  
Fort Myers, Florida 33966

Phone: 239-334-1102  
[www.leeschools.net](http://www.leeschools.net)

This handbook is intended as an overview of District policies and procedures affecting employees. It is not a contract and is not intended to be. In the event an actual or perceived conflict arises between the language contained in it and the terms and conditions of employment set forth in the respective collective bargaining agreement(s), the language in the bargaining agreement shall prevail.

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**\*\*NOTE\*\***- *All employees are responsible for reviewing this Handbook, signing and dating the last page acknowledging their review, and returning the Acknowledgement Statement to their Personnel Specialist for inclusion in their Personnel File.*

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## **THE SCHOOL BOARD: POLICIES AND MEETINGS**

### **Overview**

The Lee County School Board is comprised of five members elected through a District-wide vote of the people. Board Members serve four-year terms on a staggered basis and reside in one of the five districts from which they are voted. Members annually elect their Chairman and Vice Chairman.

The Lee County School Board sets policies and rules that govern the administration of the District. The Board operates according to Florida laws and Florida Department of Education regulations and it sets policy only when members meet in official session. The Board appoints the District's Superintendent, who administers the daily operations of the school system.

### **School Board Policies**

The School Board Policies are easily accessed via the internet at the school districts homepage:  
[www.leeschools.net/board/policies](http://www.leeschools.net/board/policies)

### **School Board Meetings**

All regular meetings are held in the School Board Meeting Room at the Lee County Public Education Center, 2855 Colonial Blvd, Fort Myers, 33966. The regular meeting schedule is available by contacting anyone on the administrative team or by accessing the Board's website listed above. In accordance with Florida's Sunshine Law, all meetings are open to the public, except those dealing with collective bargaining or pending litigation. The School Board Meetings are broadcast live via Comcast cable on Channel 99.

In addition to regular meetings, the School Board holds briefing meetings to study and discuss specific issues.

Briefing meetings are scheduled on a regular basis and are open to the public. The briefing meeting schedule is available by contacting anyone on the administrative team or by accessing the Board's website. No formal action is taken at briefing meetings.

The Board may also schedule public hearings as needed to discuss specific issues. Public hearings give the community members the opportunity to participate by making comment to the Board before formal action is taken by the School Board.

Notice of regular School Board meetings is published in the News-Press at least seven days in advance of the meetings. Public Hearings are advertised at least 28 days prior to the scheduled hearing; and special or emergency meetings are advertised in the News-Press at least 48 hours in advance of the meetings.

The public is invited to School Board meetings and is encouraged to participate and actively assist in School District planning.

## VISION, MISSION AND CORE VALUES

### Vision

*To be a World-Class school system*

### Mission

*To ensure that each student achieves his/her highest personal potential.*

### Core Values

We believe that all students can learn and staff can perform best in an organization that practices:

- Accountability, Responsibility, and Transparency
- Parental and Community Involvement
- Data-Based Decision Making
- Differentiated Instruction
- Effective Communication
- Equal Opportunity
- Life-Long Learning
- Participatory Problem-Solving
- Respect for Diversity
- Strategic Planning for Continuous Improvement
- Visionary Leadership
- Compassion and Integrity

## ETHICS IN EDUCATION

*Chapter 6B-1 Florida State Board of Education Academic Rules Adopted: December 5, 1974  
Amended: August 12, 1981*

### **6B-1.001 Code of Ethics of the Education Profession in Florida**

1. The educator values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and the guarantee of equal opportunity for all.
2. The educator's primary professional concern will always be for the student and for the development of the student's potential. The educator will therefore strive for professional growth and will seek to exercise the best professional judgment and integrity.
3. Aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community, the educator strives to achieve and sustain the highest degree of ethical conduct.

**6B-1.006 Principles of Professional Conduct for the Education Profession in Florida**

1. The following disciplinary rule shall constitute the Principles of Professional Conduct for the Education Profession in Florida.
2. Violation of any of these principles shall subject the individual to revocation or suspension of the individual educator's certificate, or the other penalties as provided by law.
3. Obligation to the student requires that the individual:
  - a. Shall make 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. Shall not unreasonably restrain a student from independent action in pursuit of learning.
  - c. Shall not unreasonably deny a student access to diverse points of view.
  - d. Shall not intentionally suppress or distort subject matter relevant to a student's academic program.
  - e. Shall not intentionally expose a student to unnecessary embarrassment or disparagement.
  - f. Shall not intentionally violate or deny a student's legal rights.
  - g. Shall 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 effort to assure that each student is protected from harassment or discrimination.
  - h. Shall not exploit a relationship with a student for personal gain or advantage.
  - i. Shall keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
4. Obligation to the public requires that the individual:
  - a. Shall take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated.
  - b. Shall not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression.
  - c. Shall not use institutional privileges for personal gain or advantage.
  - d. Shall accept no gratuity, gift, or favor that might influence professional judgment.
  - e. Shall offer no gratuity, gift, or favor to obtain special advantages.
5. Obligation to the profession of education requires that the individual:
  - a. Shall maintain honesty in all professional dealings.
  - b. Shall not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization.
  - c. Shall not interfere with a colleague's exercise of political or civil rights and responsibilities.
  - d. Shall not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or 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 effort to assure that each individual is protected from such harassment or discrimination.

- e. Shall not make malicious or intentionally false statements about a colleague.
- f. Shall not use coercive means or promise special treatment to influence professional judgment of colleagues.
- g. Shall not misrepresent one's own professional qualifications.
- h. Shall not submit fraudulent information on any document in connection with professional activities.
- i. Shall not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position.
- j. Shall not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
- k. Shall provide upon the request of the certificated individual, a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
- l. Shall not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these Principles of Professional Conduct of the Education Profession in Florida and other applicable Florida Statutes and State Board of Education Rules.
- m. Shall self-report within 48 hours to appropriate authorities (as determined by 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, 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 Contedere for any criminal offense other than a minor traffic violation within 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 §§ 943.0585(4)(c) and 943.059(4)(c), Florida Statutes.
- n. Shall report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education Rules as defined in §1012.33(1), Florida Statutes.
- o. Shall seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education Rules as defined in §1012.33(1), Florida Statutes.
- p. Shall comply with the conditions of an order of the Education Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practice.
- q. Shall, as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.

## **EQUITY IN SCHOOL PROGRAMS AND EMPLOYMENT PRACTICES**

The School Board of Lee County is committed to ensure equity in all of its school programs and employment practices.

- 1. No person shall be excluded from participation in, be denied the benefits of or be subjected to discrimination in any educational program or activity based on race, color, religion, sex, sexual orientation, national or ethnic origin, marital status, disability if otherwise qualified, or any other unlawful factor.

2. No person shall be excluded from participation in, be denied the benefits of or be subjected to discrimination in any employment conditions or practices based on race, color, religion, sex, age, sexual orientation, national or ethnic origin, marital status, disability if otherwise qualified, or any other unlawful factor.
3. The School Board of Lee County shall comply with the Americans with Disabilities Act (ADA).
4. Persons alleging unlawful discrimination and/or harassment shall use the complaint procedures provided in School Board approved policy.

*If you believe that you have been discriminated against in any way (including sexual harassment) or you require an accommodation to ensure your access to programs and/or facilities, you may call the Director of Professional Standards and Equity.*

**Director of Professional Standards and Equity**

The School District of Lee County  
2855 Colonial Blvd  
Fort Myers, Florida 33966

(239) 337-8330 (office); (239) 335-1507 (fax)

*School Board Policy 1.21*

<b>PROHIBITION OF HARASSMENT</b>
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The School Board of Lee County prohibits harassment as provided in §1000.05, Florida Statutes, against any employee, applicant for employment, volunteer, student, or student applicant based upon race, color, religion, sex, age, sexual orientation, national or ethnic origin, marital status, or disability. Persons alleging such harassment based upon race, color, religion, sex, age, sexual orientation, national or ethnic origin, marital status or disability shall use the grievance procedures provided in School Board approved policy.

*School Board Policy 1.22*

Complaints about harassment should be made in accordance with the applicable procedures set forth in the following School Board Policies:

- Complaint Procedures for Sexual Harassment and Discrimination by Students *see policy 4.12*
- Other forms of Student Harassment *see policy 4.13*
- Bullying- identification and reporting *see policy 4.14*
- Complaint Procedures for Sexual Harassment *see policy 5.30*
- Other forms of Employee Harassment *see policy 5.31*

These policies can be found via the internet at: [www.leeschools.net/board/policies](http://www.leeschools.net/board/policies)

## LEARNING ENVIRONMENT

The School Board of Lee County makes a commitment to provide an equitable educational environment so that all students share the opportunity to meet or exceed District standards.

1. The School Board recognizes that a safe environment is necessary for learning to occur. High expectations are set for student and staff conduct, responsible behavior and respect for others.
2. The School Board establishes expectations for student conduct and attendance to maximize each student's opportunities to meet and exceed District standards.

*See Board Policy 4.01*

## PROFESSIONAL STANDARDS

A high-performing learning community committed to student achievement must seek and retain a fully qualified and high-performing workforce. Through its professional standards policies, the School Board of Lee County shall establish high standards and expectations for its professional faculty and staff, including:

1. Compliance with applicable federal and state laws, rules, codes, regulations and policies concerning professional credentials and employment.
2. Dedication to high ethical standards.
3. Establishment of high standards in educational practice.
4. Commitment to diversity and equity.
5. Responsiveness and service to the school community.
6. Commitment to best practices, research, innovation, and staff development that results in improved student learning.

An employee's failure to meet the above standards and expectations may result in discipline, up to and including termination of employment

*See Board Policy 5.02*

## SELF-REPORTING CRIMINAL INVOLVEMENT

### **Instructional Staff:**

State Board of Education Rule 6B-1.006(5)(m) **requires all instructional staff to self-report within 48 hours** any arrests or charges involving the abuse of a child or the sale and/or possession of a controlled substance. In addition, they 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 48 hours after the final judgment.

**Support Staff:**

Provision 11.04 of the SPALC Agreement (Support Personnel Association of Lee County)  
Each employee shall self-report to the Districts' Department of Professional Standards and Equity, within two business days, any arrests and/or 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. In addition, each employee 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 (No Contest) for any criminal offense other than a minor traffic violation within two business days after the final judgment. In addition, any employees who regularly or incidentally operate Board vehicles shall, as soon as they become aware, notify their supervisor of any moving violation, suspension or revocation of their driver's license. Failure to comply with any provision of this section may be cause for appropriate disciplinary action, up to and including termination. Such disciplinary action shall be subject to the grievance procedure.

**All employees** should be aware that §1012.797 of the Florida Statutes requires law enforcement agencies to report to the school Superintendent the name and address of any employee who is charged with a felony or with a misdemeanor involving the abuse of a minor child or the sale or possession of a controlled substance. This information may then be released by the Superintendent to the appropriate school personnel or as otherwise provided by law.

<b>CONFIDENTIALITY AND STUDENT RECORDS</b>
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Every pupil or student shall have a right to privacy with respect to the educational records kept on him or her. Personally identifiable records or reports of a pupil or student, and any personal information contained therein, are confidential and exempt from Florida's public records law. No employee shall permit the release of such records, reports, or information to any individual, agency, or organization, without the written consent of the pupil's or student's parent or guardian, or of the pupil or student himself or herself if he or she is qualified to give this consent. Additionally, only those persons or organizations authorized by Florida law may have access to these records without such consent.

More information can be found in the *Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g)*.

<b>REPORTING CHILD ABUSE</b>
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§§39.201 and 39.206 of the Florida Statutes, states, **all employees of a school district have an affirmative duty to report all actual or suspected cases of child abuse, abandonment, or neglect.** Employees have immunity from liability if they report such cases in good faith. If an employee has knowledge of or suspects child abuse with regard to any child, they should call the following statewide toll-free number to report it: **1-800-96-ABUSE (1-800-962-2873)**.

<b>ALCOHOL, DRUG AND TOBACCO-FREE WORKPLACE</b>
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The School Board believes that employee performance is enhanced through participation in healthy lifestyle opportunities.

1. It is the policy of the Lee County School Board to prohibit the possession or use of alcohol by all employees under circumstances that will or may affect the efficient operation of the business of the District and the safety of its employees, students and the public it serves.

2. Prohibition Against Drug and/or Alcohol Abuse

Employees are prohibited from engaging in any of the following activities:

a. Illegal Controlled Substance

The School Board of Lee County prohibits the use, distribution, manufacture, possession, sale, cultivation, or attempt to sell illegal controlled substances at any time whether on or off duty, or on or off District property. Florida Statutes, Chapter 893, and/or 21 U.S.C. 812 define illegal controlled substances.

b. Alcohol and Tobacco

Using or possessing alcohol or using tobacco products while in or on District property or at District sponsored events is strictly prohibited. Employees are prohibited from possessing or using alcohol or using tobacco products while driving or riding in a District vehicle, or while transporting students at any time. Employees are prohibited from using alcohol who are operating, repairing, or inspecting any equipment owned by the District or are being transported in a District-owned vehicle or at a District sponsored event. Employees reporting to work under the influence of alcohol or otherwise using alcohol on or off duty in a manner which adversely affects the operations or mission of the District shall be subject to disciplinary action.

3. Use of Legal Drugs

The use of legal drugs, that is, drugs prescribed by licensed physicians for a specific medical purpose, may be necessary at times. However, such drugs can and often do have a direct impact on the vigilance, judgment and/or coordination of the employee and caution should be used so as to not affect the employee's job performance or his/her ability to work in a safe and efficient manner. This is particularly true in safety-sensitive assignments involving motor vehicles or any machinery. The use of legal drugs for a purpose other than one specified by a licensed medical physician may result in disciplinary action, up to and including termination.

4. Testing

The Superintendent may, and to the extent required by law, use testing as one of the several means of enforcing the Board's drug and alcohol abuse policy. Testing shall be conducted in the manner and circumstances listed below and as otherwise allowed by law.

a. Applicants

1. All job applicants for safety-sensitive positions shall be required to take and pass a pre-employment drug test as a prerequisite to consideration for or actual employment.

2. The Superintendent may require a pre-offer or post-offer drug test for any other applicant or group of applicants as the Superintendent

determines necessary to ensure the applicant or group of applicants is/are drug free.

b. Employees

All employees shall be subject to drug testing under the circumstances listed below:

1. When an employee is involved at any time directly in a serious or Department of Transportation (DOT) reportable equipment or vehicular work-related accident, or in any maintenance or operation of District equipment or vehicles in which the employee has or there is reason to believe the employee has acted in an unsafe or negligent manner in causing or contributing to the cause of the accident.
2. When a supervisory employee has or when the Superintendent otherwise has reasonable suspicion to believe any employee is in violation of paragraph 2(a) and/or (b) of this section (known as Reasonable Suspicion Testing).
3. As a part of any medical examination required by the District, whether or not that medical examination is required by the DOT or any other local, state or federal law or regulation.
4. Unless prohibited by applicable law, the School Board of Lee County reserves to the Superintendent the right to test any employee for a possible violation of paragraph 2(a) and/or (b) of this section at any time with or without prior announcement on a random or other basis as selected by the Superintendent when, in the Superintendent's opinion, such testing is appropriate or beneficial to the interests of the business and/or the safety of employees, students and the public it serves.
5. Employees and job applicants have the right to consult with the testing laboratory for technical information regarding prescription and non-prescription medications. The name, address and telephone number of the testing laboratory shall be provided to employees and job applicants upon request.

5. Alcohol – Use of Test Results

For the purposes of this policy, if an alcohol test reveals the presence of alcohol in a level defined by State Statutes as illegal for driving in Florida, the employee shall be deemed to have violated paragraph 2(b) of this section. If a test reveals the presence of alcohol in a level more than a trace, but less than that defined by State Statutes as illegal for driving purposes, the results of the test shall be considered along with all other relevant information (i.e., employee conduct, speech, performance, etc.) in determining whether the employee was under the influence of alcohol.

6. Confidentiality of Test Results

All test results shall be kept confidential to the extent allowed by law.

7. Reporting and Conviction of Alleged Crimes Including Drugs or Alcohol

All employees must report to their supervisor any arrest, indictment or conviction of a drug-related violation of law or any arrest, indictment or conviction of an alcohol-related

law which, if true, would violate paragraphs 2(a) or (b) of this section, not later than the next work day after the employee becomes aware of it. Failure to so report may result in immediate termination.

8. Discipline for Violation of Policy

Employees who violate paragraphs 2(a) and/or (b) above, or who are directed to take a physical examination, blood, breathalyzer, urinalysis or other test allowed by law, and refuse or fail to do so when and as directed; or who, after having taken such examination and/or test are determined to have violated paragraphs 2(a) and/or (b) above, shall be subject to disciplinary action up to and including termination.

9. Employee Assistance

- a. Self-Referral. Employees who have a drug or alcohol-related problem may seek assistance through the Employee Assistance Program (EAP). Self-referrals shall be confidential to the extent required or allowed by law, unless the medical provider determines the problem is of such magnitude that failure to report it to the Superintendent or designee would constitute a safety or serious operational problem.
- b. Referral by Management. If an employee voluntarily reports a drug or alcohol-related problem to a member of management, unless the problem is determined by the Superintendent or designee to be of such a magnitude as to constitute a safety or serious operational problem, the Superintendent shall refer the employee to the Director of Personnel for assistance. Such referrals shall be confidential except that the Director shall keep the Superintendent, or the Superintendent's designee, advised as to the progress of the assistance plan for the employee.
- c. Others. Employees who violate paragraph 2(a) and/or (b) above who have not sought voluntary assistance or reported their problem under paragraphs (a) and/or (b) shall be subject to immediate disciplinary action up to and including termination of employment.
- d. Performance.
  1. Employees covered by paragraphs (a) and (b) shall not be excluded from satisfactory performance, but so long as the Superintendent or designee determines they can perform satisfactorily, they shall be allowed to continue to work while receiving assistance under conditions and restrictions agreeable to the Superintendent or designee.
  2. If the Superintendent determines an employee covered by paragraph (a) or (b) cannot perform the functions of the job, the Superintendent shall take or recommend to the School Board, appropriate action.
  3. If employment is maintained, employees in safety sensitive positions shall be reassigned or placed on administrative leave while the employee is in the Employee Assistance Program.
  4. All employees that undergo treatment pursuant to this policy must complete the Employee Assistance Program course of treatment and pass a return to duty drug and/or alcohol test before returning to duty for the District.

- e. Except as provided in paragraph (a) above, employees who are undergoing rehabilitation, counseling or other treatment for drugs or alcohol which is known to or required by the Superintendent, or other member of management, as a condition of continued employment, shall authorize the Superintendent to obtain all information from any source, including medical or psychological reports relating to the problem and follow the instructions of those providing assistance, including doctors and psychologists they may be required to see by the Superintendent.

10. Cost and Insurance

Unless the law or a specific School Board of Lee County policy provides otherwise, the cost of any assistance or rehabilitation not covered by Group Medical and Health Insurance provided by the School District shall be borne by the employee.

11. Procedures

The Superintendent is authorized to adopt procedures to effectuate this policy and to ensure compliance with applicable law, including the Omnibus Transportation Employee Testing Act, known as "OTETA," and to obtain the discount and other advantages set forth in §440.102, Florida Statutes.

*See School Board Policy 5.37*

<b>CLEAN AIR POLICY</b>
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Lee County Schools supports the Florida Clean Indoor Air Act. The purpose of this part is to protect people from the health hazards of secondhand smoke and to implement the Florida health initiative as per state constitutional mandate. The school has followed suit and implemented a similar policy restricting tobacco use. The policy states that tobacco, including cigarettes, cigars, chewing tobacco, dipping snuff or any other tobacco product may not be used in any form on school property or while supervising any school-sponsored activity. Thus using tobacco products while in or on District property or at District sponsored events is strictly prohibited. Employees are also prohibited from possessing or using tobacco products while driving or riding in a District vehicle, or while transporting students at any time. *See School Board Policy 5.37.*

To help you comply with this policy, smoking cessation programs are offered at various times and at various locations throughout the District. Check bulletin boards at your work location or call Employee Wellness Services (337-8360) for more information on programs that are available to help you "kick the habit."

<b>BLOODBORNE PATHOGENS CONTROL PLAN</b>
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The Occupational Safety and Health Act requires that Lee County Schools have an exposure control plan for employees who could be "reasonably anticipated" as a result of their job duties to have occupational exposure to blood or other potentially infectious materials (OPIM). Lee County Schools has such a plan in place and you will be provided training in this area. For some positions, this training may be required prior to starting work.

The plan identifies job categories throughout the District and the level of possible exposure these jobs may have. The plan also provides precautions and procedures for dealing with blood or

OPIM, and makes Hepatitis B vaccinations available to all employees who are identified as having occupational exposure.

Contact your supervisor to arrange for training. Follow-up will be provided by your principal or supervisor if you are identified as having occupational exposure.

## **HAZARDOUS SUBSTANCES**

By law, school district employees are entitled to know about any hazardous or toxic substance that might be in the work place. Every precaution must be taken to ensure that you may perform your duties in a safe environment. However, the ultimate responsibility for safety lies with you.

Contact your supervisor to arrange a time to review the information and materials at your work site. If a condition exists in your area that might cause harm to you, a student, or a co-worker, it must be reported immediately to your supervisor.

## **WEAPONS OR FIREARMS ON SCHOOL PROPERTY**

Employees are prohibited from carrying firearms and ammunition during and in the course of performing official duties, unless authorized by the Superintendent. The possession of any other weapon, as defined in the Code of Conduct for Students, on a school campus or other school district facility, at any school sponsored event, or in a school district vehicle, is prohibited unless authorized by the Superintendent.

## **ADDITIONAL DISTRICT REFERENCES**

The district has a comprehensive web site at: <http://www.leeschools.net>

This web site contains information including, but not limited to, board policies, employment opportunities, staff development opportunities, curriculum and happenings.

In addition to this Employee Handbook, employees are also directed to the following sources for information and guidance:

- School/Department Handbook and/or Procedures Manual
- Official Bargaining Unit Agreements (TALC and SPALC)\*
- Board Policies

*\* With regard to employees in the collective bargaining units, the terms of this Handbook are not intended to conflict with and/or supersede the terms and conditions of employment as such are set forth in the applicable collective bargaining agreement(s). Any such actual and/or perceived conflicts for these employees shall be resolved in favor of the terms and conditions set forth in the collective bargaining agreement(s).*

## **THREATS OF VIOLENCE**

The School Board of Lee County is committed to a safe and orderly educational environment and authorizes the Superintendent and District staff to respond rapidly to any threats, suggestions or predictions of violence that occur on any District-owned property.

There shall be a “zero” tolerance policy for threats of violence. No student, staff, parent/guardian or any other person shall make any verbal, written or electronically communicated (e-mail) threat, suggestion or prediction of violence against any person or group of persons or to any District-owned facility. Any serious threat of violence shall result in immediate disciplinary action and referral to the appropriate law enforcement agency.

*See School Board Policy 4.09*

## **INJURY TO EMPLOYEES**

The following rules, regulations and guidelines shall be followed concerning injuries to ensure that laws and regulations of the State of Florida and the policies of the School Board are followed.

1. An employee who is injured or involved in injury to a student or to another employee shall immediately report same to the supervisor and thereafter make such written reports as necessary to comply with Board policy or administrative procedures.
2. The District shall assure employees of its support when employees have followed the laws and regulations of the State and the policies of the Board in carrying out their responsibility.

*See School Board Policy 5.32*

## **ACCEPTABLE USE POLICY GOVERNING INTERNET AND TECHNOLOGY ACCESS**

1. The School District of Lee County provides technology resources to its students and staff for educational and administrative purposes. The use of these technology resources is a privilege, not a right and, as such, is subject to revocation by the School District administration at any time for abusive conduct or violation of any of the conditions outlined below.
2. All users are prohibited from:
  - a. Deliberate access or transmission of obscene, indecent, abusive, defamatory or otherwise offensive material in any form including improper use of telecommunication services or technology, and posting inappropriate information on the web, during or after school/work hours that may interfere with the school/work environment.
  - b. Transmission of material endorsing or opposing any candidate for political office. Communications by the Board’s legislative liaison to provide information and encourage action on pending legislation affecting the School District and the forwarding of such communications are not included in this prohibition, if approved by the Superintendent or designee.
  - c. Transmission of religious material.
  - d. Deliberate or malicious attempts to harm, destroy, or steal data on any system on the network and/or Internet.

- e. Unauthorized installation, storage or distribution of copyrighted software or materials on any School District electronic information system. All users of telecommunication and network resources shall adhere to current copyright law.
  - f. Reposting personal communications without the author's prior consent.
  - g. Using the network for personal financial gain, or any commercial or illegal activity. The Superintendent or designee may approve commercial advertising on the District website and through email distribution to all staff when such advertising is not obscene, indecent, abusive, or defamatory and does not advertise a product or service appropriate only for adult use. Additionally, the advertiser must provide a benefit to the school or District or school or District employee. The school principal may approve advertising on the school website and through email distribution to all school staff on the same terms. No pop-up advertising will be allowed on the school or District website.
  - h. Deliberate spread of computer "viruses."
  - i. Attaching/installing/adding personally owned computer and/or other electronic devices to any District network without written permission from District administration.
3. As a condition of use of District information resources, all users understand and agree with the following:
- a. The District complies with the Children's Internet Protection Act (CIPA) and in doing so ensures that:
    - 1. Access by users to inappropriate matter on the Internet and World Wide Web is not permitted under any circumstances. For all users, "inappropriate matter" includes child pornography and visual depictions of obscenity. For users under 17 years of age, "inappropriate" also includes matters harmful to minors as defined by CIPA.
    - 2. The safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communication is protected.
    - 3. Unauthorized access, including "hacking," and other unlawful activities by minors is prohibited.
    - 4. Unauthorized disclosure, use and dissemination of any personal information regarding minors are prohibited.
    - 5. Technology protection measures are in place which are designed to restrict users access to inappropriate matters.
    - 6. All students receive instruction regarding appropriate online behavior, including interacting with other individuals on social networking sites and in chat rooms and cyber bullying awareness and response.
  - b. The District has the right to review any materials stored in District computers and electronic systems. Any right of privacy that users of District information resources may have in and to such material is waived. All information

transmitted through the telecommunication and network resources of the District are considered District property.

- c. The District can edit or remove any materials, which it believes may be unlawful, obscene, indecent, abusive or in any way objectionable.
  - d. The use of the Internet is for educational purposes only.
  - e. All information and services contained on the District computers are placed there solely for general educational purposes.
  - f. System passwords are the responsibility of each individual user. Passwords shall not be shared with others and shall be kept secure at all times. Failure to secure passwords shall result in the revocation of network access.
4. Any attempt to damage or impair the information resource network of the District, such as e-mail bombardment, transmission of chain letters, virus hoaxes, "spoofing" of header or identifiable information regarding the sender, hacking or "sniffing," shall result in revocation of network access and may subject the user to disciplinary and/or legal action.
- a. Users of technology shall conduct themselves in an ethical and legal manner.
  - b. Only the person authorized to have access by the School District shall have access to District resources such as e-mail, mainframe and other electronic information resources.

*See School Board Policy 2.20.*

<b>ACCEPTABLE USE POLICY GOVERNING CELLULAR PHONES</b>
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- 1. The School District of Lee County provides cellular phones to appropriate staff for administrative purposes.
- 2. The use of the cellular phones is a privilege, not a right and, as such, is subject to revocation and appropriate discipline by the School District administration at any time for abusive conduct or violation of any of the requirements of this policy.
- 3. All users are prohibited from using the cellular phone for personal or illegal activity.
- 4. The District has the right to review any cell phone call logs. Any right of privacy that users of District resources may have to such information is waived. All information transmitted through the telecommunication resources of the District is considered District property.
- 5. Only the person authorized to have access by the School District shall have access to District telecommunication devices.

*See School Board Policy 2.201*

## **SCHOOL DISTRICT PROPERTY**

Any tangible object or intellectual property created, regardless of the stage of development (draft or final form), by employees or contractors using school district resources and/or on school district time is the sole and exclusive property of The School District of Lee County. These objects or other properties may not be reproduced, sold or otherwise disposed of in any fashion without the express permission of the School Board.

## **RESPONSIBILITY FOR TANGIBLE PROPERTY**

Employees that are assigned tangible property owned by the School District of Lee County are responsible to notify their principal/district department administrator at their first notice that the property is missing from its assigned location. No employee has the authority to remove tangible property from a district facility without the written consent of the principal/district department administrator.

## Section 2: Personnel Practices & Procedures



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## **INCIDENT REPORTS**

During regular business hours (8 a.m. – 4 p.m.) schools/departments are to report any/all serious incidents by phone within 15 minutes of their occurrence (or as close to 15 minutes as possible) to:

**COMMUNICATIONS DEPARTMENT: (239) 461-8420**

*Serious incidents may include, but not be limited to:*

- Significant illness/injuries to students or staff
- Threats to campus security
- Arrests
- Property damage or theft
- All unscheduled lock-downs or evacuations
- Incidents that may create media attention

*See School Board Policy 2.111*

## **EMPLOYEE ASSISTANCE PROGRAM**

The School District of Lee County's Employee Assistance Program (EAP) is a confidential evaluation, referral, and counseling service provided to all eligible employees and dependent members of their household. The EAP is sponsored by the District's Wellness Program. Up to eight (8) counseling sessions are offered at no cost to you or your family members.

The EAP Program provides:

1. Immediate help with crisis-type problems.
2. Problem assessment and evaluation to identify major issues and to develop a plan of action.
3. Short-term counseling for resolution of many problems.
4. Thorough knowledge of health plan and community resources for referrals to the best outside providers when needed.
5. Follow-up counseling to ensure your satisfaction with the help you are receiving.

*Counseling Services for the District's EAP are provided by*

**EAP Consultants, Inc.**

6237-B Presidential Court, Fort Myers, FL.

**Appointments are available**

Mon. – Thurs.: 9 a.m. to 8 p.m.

Friday: 9 a.m. to 5 p.m.

*In case of an emergency, the EAP Staff is available 24 hours a day, 7 days a week.*

**(239) 433-1211**

EAP Consultants produces a newsletter, called *EAP Connections* every month and you can view it on their website at [www.eapcounselor.com](http://www.eapcounselor.com) (This third party website is not hosted nor endorsed by the District.)

It is important to remember that while most personal problems can be resolved by EAP counseling alone, more acute problems will require outside resources in the health care community. The goal of a referral is to recommend the best, most appropriate service at the lowest cost to you.

For more information, please view our EAP brochure at <http://insurance.leeschools.net/eap.htm>

<b>GENERAL REQUIREMENTS FOR APPOINTMENT OR EMPLOYMENT</b>
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The following procedures shall be followed for the general requirements for appointment or employment:

1. Any person desiring employment shall file a completed electronic application.
2. Qualifications:
  - a. Must be of good moral character.
  - b. Must have attained the age of 18 years of age, or have attained a high school diploma or equivalent (GED), unless employed as an hourly student.
3. Certificate requirements - Each applicant for an instructional or a certificated administrative position shall hold a certificate or shall have a valid Statement of Status of Eligibility from the Florida Department of Education acknowledging that an application has been filed and that issuance of the certificate is pending.
4. To be considered for a position, any applicant shall be duly qualified for that position in accordance with Federal and State law. If it appears that the applicant is eligible for proper certification, appointment may be made subject to the conditions set forth in the annual contract of employment as approved by the School Board.
5. If the position requires a Florida certificate and the person does not hold a valid Florida certificate at the time of employment, the person shall be required upon initial employment, to make application to the Florida Department of Education for such a certificate. When such certificate is received, it must be filed with Personnel Services. If the Department of Education declines to issue a certificate, the person's employment shall be terminated immediately. Failure to file such certificate, except for good cause as determined by the Superintendent, shall result in the termination of employment.
6. Interviews and appointments:
  - a. When interviews are conducted, interview teams, including those with community representatives, shall reasonably reflect the District's diverse racial, ethnic, and gender composition.
  - b. After the initial interview, the Superintendent or designee shall conduct a personal interview with the finalist(s).

- c. Each recommendation for an appointment shall be on the form prescribed by the District, initialed by the principal or administrative department head, and sent to the Superintendent or designee. If approved, the Superintendent shall submit a recommendation in writing to the School Board for appointment.
  - d. The Superintendent or designee shall review recruiting efforts to determine their success in ensuring that appointments and assignments are consistent with the District's intent of maintaining a diverse work force.
7. Fingerprinting, background screening, and determination of employment eligibility shall be conducted in accordance with Board Policy 5.04.
  8. Acceptance of appointment - Failure to signify acceptance of appointment within 10 days after receipt of the official notice of appointment shall be considered a rejection of the offer and the position shall be declared vacant.
  9. The District shall ensure that all aspects of the recruitment and selection process are job-related and are consistent with business necessity so as to ensure equal employment opportunity. Neither the District nor its agents shall engage in any discrimination with respect to employment in violation of any State or Federal laws.
  10. Qualifications for Paraprofessionals
    - a. Requirements: All paraprofessionals must have a high school diploma or an equivalent (GED). Instructional paraprofessionals whose duties include instructional support must have:
      1. Completed two years of study at an institution of higher education, or
      2. Obtained an Associate's Degree (or higher),
      3. Met a rigorous standard of quality and be able to demonstrate through a formal state or local academic assessment, knowledge of and the ability to assist in instruction reading, writing, and mathematics.
    - b. Forty-eight (48) hours of full-time study at an accredited college has been the designated definition for "two years of study at an institution of higher education."
    - c. The Paraprofessional Assessment developed by Educational Testing Service (ETS) has been designated as the rigorous assessment for paraprofessionals choosing to qualify in this manner. A passing score has been determined by the ETS Florida Standard Setting Study Committee.

*See Board Policy 5.03*

<p><b>APPOINTMENT AND REAPPOINTMENT (INSTRUCTIONAL PERSONNEL)</b></p>
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The following procedures shall be followed for appointments and reappointments:

1. All personnel shall be appointed as prescribed by law.

2. Whenever a vacancy exists, the Superintendent shall submit to the Board, in writing, a recommendation for appointment to fill such vacancy within a reasonable time after the vacancy occurs.
3. The Superintendent shall:
  - a. Submit recommendations for reappointment for all District administrative personnel, including supervisors and principals to the School Board to enable the School Board to act on the recommendations in accordance with paragraph (4) of this policy.
  - b. Submit recommendations for reappointment of instructional personnel on annual contract status to the School Board to enable the School Board to act on the recommendations in accordance with paragraph (4) of this policy. All nominations shall be in writing.
4. The School Board shall:

Act on the recommendations made by the Superintendent for the reappointment of District administrative personnel including supervisors and principals, and members of the instructional staff, not later than three weeks following the receipt of FCAT scores and data, including school grades, or June 30, whichever is later.
5. In the event the Superintendent does not recommend for reappointment, or if the Superintendent fails to submit a recommendation for initial employment for a vacant position, within the deadlines prescribed by law, the School Board may then proceed on its own motion to make reappointments.
6. The School Board may reject any employee nomination for good cause. In any case where a third nomination by the Superintendent for any position is rejected for good cause, the Board may then proceed on its own motion to fill the position.

*See School Board Policy 5.06*

<b>APPOINTMENT OF NONINSTRUCTIONAL PERSONNEL</b>
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The following procedures shall be followed for appointment of non-instructional personnel:

1. The Superintendent shall annually recommend, in writing, to the School Board all persons who are to serve in positions.
2. Where such appointment constitutes reappointment, the Superintendent may require a recommendation or evaluation from the employee's immediate supervisor. The Board shall act on the Superintendent's recommendations for reappointment by June 30 or at such time as otherwise established by action of the Board.
3. The School Board may reject any recommendation made by the Superintendent for good cause. Where such rejection is made, a second and, if necessary, a third recommendation shall be requested. If such recommendations are made within a reasonable time, as prescribed by the School Board, they shall be acted upon. If the Superintendent fails to

submit a recommendation as provided by law within a reasonable time as prescribed by the School Board or if the Board rejects a third nomination for good cause, the Board may exercise its right to appoint on its own motion.

4. Vacancies shall be advertised in the District newsletter and may be posted on bulletin boards at the job site, or published in a newspaper. All Support Personnel Association of Lee County (SPALC) positions shall be filled in accordance with the SPALC contract.
5. Each person seeking to become a non-instructional employee of the School Board shall submit a completed electronic application, including any required supporting documentation.
6. Applications shall be considered inactive after one year. Assistance in completing an application shall be provided to any disabled individual who requests it.
7. Principals, department heads, and others seeking to hire an applicant shall review all active applications, and shall select one or more of the better-qualified applicant(s) for a personal interview. Eligible veterans shall be given preference over other equally qualified applicants as provided by the Florida Veterans Preference Act. If equally qualified applicants have competing preferences, the Superintendent shall decide.
8. When the principal, department head, or other authorized person has selected an applicant, the Human Resources Department shall be notified. The Human Resources Division shall review the application and shall approve or reject it. If approved, it shall be forwarded to the Superintendent.
9. The Superintendent shall determine the fitness of any applicant based on the requirements of the position or job and the provisions of this rule. The Superintendent, in writing, shall make all recommendations to the School Board.
10. Because all students benefit from education in a diverse setting, the District shall endeavor to provide diverse non-instructional personnel who represent the racial, ethnic, and gender composition of the District.

*See School Board Policy 5.07*

## **PAYROLL DEDUCTIONS AND REDUCTIONS**

The following procedures shall be followed for payroll deductions and reductions:

1. A payroll deduction beyond those required by law for a School District employee shall be made only when the benefits to be derived can be obtained only by this method or group participation is advantageous to the employee. Any payroll deduction not required by law shall have specific approval of the Board and shall be made only with the written request of the employee.
  - a. Payroll deductions may be made for the following voluntary programs only:
    1. Life, income protection, health insurance

2. Charitable and similar type contributions
  3. Investment programs
  4. Credit unions
- b. This procedure does not cover involuntary deductions, such as withholding tax, Federal Insurance Contribution Act, and State retirement.
  - c. Payroll deductions are available for dues to those organizations as approved by the Board for such deduction.
  - d. The company or representative seeking payroll deductions or reductions shall submit a request for permission in writing to the Superintendent. The request shall include a full outline or explanation of the program. The Superintendent may reject the application or seek approval from the School Board. The company or representative shall not solicit employees for payroll deductions or reductions until approved by the School Board. Payroll deductions/reductions shall not be implemented until signed payroll deduction/reduction authorization cards are received for at least twenty-five percent (25%) of all full-time regular employees, which includes staff, secretaries, maintenance, custodial, teachers, bus operators, food service employees, and School Board members.
  - e. On a voluntary deduction in which the Board does not contribute, there shall be a charge of five cents (\$.05) per deduction. A cost analysis shall be made annually, and the cost per deduction shall be adjusted, if necessary, to meet actual costs based on the previous year's experience.
  - e. All full-time permanent District employees shall have the opportunity to participate. Persons employed in temporary positions are not eligible.
  - f. Solicitation shall not be made during the school day or while the employee is on duty.
  - g. A local representative must service any program that is approved as a payroll deduction. The School District's only role shall be to furnish payroll deductions and not to service payroll deductions for individual programs.
  - h. Enrollment is open throughout the school year; however, once enrolled, the employee shall be allowed to participate in only one similar type program and only one change per type program per year shall be allowed.
  - i. If the gross earnings of the employee are not sufficient to collect payroll deductions, the Board shall not be liable for the deduction missed, and it shall be the responsibility of the individual company to collect directly from the person. The Board shall determine priorities in the order in which deductions are added.
  - j. Payroll deductions may be made available to employees for tax sheltered annuities for those companies satisfying the requirements of the Board's Administrative Procedures for the Tax Sheltered Annuity Program for the School District of Lee County.

*See School Board Policy 5.15*

## TERMINAL PAY FOR ACCUMULATED SICK DAYS

The following procedures shall govern the provision of terminal pay benefits to District employees:

1. A regular full-time employee shall be entitled to terminal pay at the time of normal retirement; disability retirement; or termination, except dismissal; after completing a minimum of 10 years of creditable service in a retirement plan established by the Florida Legislature. If termination is by death of the employee, payment shall be made to the employee's beneficiary.
  - a. Terminal pay for instructional staff and educational support employees shall be based on years of service in the District, the total number of accrued and valid sick leave hours credited to the employee at the time of termination, and the hourly rate of pay of the employee at the time of termination. The amount to be paid, if the termination occurs, shall be computed as follows:
    1. During the years of service 1-3 in the District, the hourly rate of pay multiplied by 35% times the number of hours accumulated sick leave.
    2. During the years of service 4-6 in the District, the hourly rate of pay multiplied by 40% times the number of hours of accumulated sick leave.
    3. During the years of service 7-9 in the District, the hourly rate of pay multiplied by 45% times the number of hours of accumulated sick leave.
    4. During the years of service 10-12 in the District, the hourly rate of pay multiplied by 50% times the number of hours of accumulated sick leave.
    5. During and after the 13<sup>th</sup> year of service, the hourly rate of pay multiplied by 100% times the number of hours of accumulated sick leave.
  - b. Any person entitled to terminal pay benefits shall have been under contract to render services for the period immediately preceding termination or death and shall not be under suspension from duty or have any charges pending which could result in dismissal from employment.
  - c. Employees who are represented by a labor organization, which is certified to negotiate with the School Board, shall be covered by this policy to the extent that the policy is consistent with provisions of the negotiated contract covering such employees.
2. Full-time employees, other than instructional and educational support employees, shall receive terminal pay in accordance with paragraph (1) except that all sick leave accrued by such employees after June 30, 2004 shall be compensated at the hourly rate of pay applicable at the time the sick leave was earned.

*See School Board Policy 5.16*

## PERSONNEL ASSESSMENT

The following procedures shall be followed for assessment:

1. The purpose of an employee evaluation in the School District is to assist the individual employee in becoming more successful in his/her job and to increase the individual's contribution to the effectiveness of departments and schools in the District.
2. The purpose of this procedure is to provide information and instructions relative to evaluating employee performance prior to making personnel action recommendation, including reappointments, salary increases, and promotions.
3. Evaluative Guidelines
  - a. The supervisor shall give specific criteria, forms, and processes for evaluation to each employee within the first 30 days of employment and annually within the first 30 days of each evaluation period thereafter. The criteria or forms may be changed within the evaluation period with prior notice to the employee.
  - b. If an employee at a school/department is related to a school/department administrator with direct supervisory authority or to a District administrator with indirect leadership authority to the school/department, the school/department administrator is to contact the Chief Human Resources Officer. The Chief Human Resources Officer shall develop an evaluation procedure for the employee which shall be approved in writing by the Superintendent.
  - c. The supervisor shall evaluate every employee at least once a year prior to reappointment.
  - d. Each supervisor shall annually receive training to assist in the planning, implementation, and coaching required for the proper use of assessment instruments and evaluation processes.
  - e. Each supervisor shall review expectations and specific assessment criteria with the employee prior to observing performance for evaluation purposes.
  - f. Written and/or oral feedback shall be provided to each employee following a formal observation of performance for evaluation purposes.
  - g. The supervisor shall provide a conference for each employee after each evaluation to assist with understanding the purpose of the evaluation, the assessed level of performance and professional growth.
  - h. An overall unsatisfactory evaluation can only be given when there is documentation and feedback, specific time lines that provide opportunity for improvement, and the repeated failure of the employee to meet the evaluation criteria.

- i. The employee shall be provided the opportunity to respond in writing to his/her evaluation within 10 days of the evaluation conference. The employee is required to acknowledge that the evaluation has been reviewed. The acknowledgement does not necessarily imply agreement. Failure to acknowledge the evaluation shall be considered insubordination and grounds for disciplinary action.
- j. All employee evaluations and supporting assessment data shall become part of the employee's personnel file and are covered by the appropriate State Board of Education Rules and School Board policies regarding access.
- k. The supervisor may conduct special evaluations at any time as a method to assist in improving the employee's performance.
- l. Further procedures for evaluating personnel are established collective bargaining agreements.
- m. Personnel Services shall annually distribute timelines for the submission of the annual evaluation.
- n. Assessments are not subject to any grievance procedures.

*See Board Policy 5.22*

## **COMPLAINTS RELATING TO EMPLOYEES**

The following procedures shall be followed for complaints relating to employees:

1. All employees are expected to exemplify conduct that is lawful and professional and contributes to a positive learning environment for students. All employees are expected to meet the specific standards described in the Employee Handbook(s), negotiated contracts, the Principles of Professional Conduct for the Education Profession in Florida as described by State Board of Education Rule, and all local, state and federal laws.
2. Any employee who knows of an action by another employee that is a serious violation of School Board policy, State Board Rules, Florida Statutes or laws of the United States is obliged to report that action to the appropriate supervisor. This includes, but is not limited to, incompetence, gross immorality or an act involving moral turpitude, misconduct in office, gross insubordination or willful neglect of duty, or conviction of a misdemeanor, felony or other charge other than a minor, non-criminal traffic offense. Failure to report such violations may result in discipline up to and including termination.
3. A complaint against an employee should be in writing stating the basis for the complaint, names of the persons involved, dates of the incident(s) and names of witnesses.
4. Any manager who receives information, either verbally or in writing, regarding inappropriate conduct on the part of an employee that is seriously improper, illegal or substantially reduces that person's effectiveness as an employee, must immediately log

- the date and time of the contact and notify the Superintendent or designee within 24 hours.
5. A complaint relating to student-teacher problems should be first submitted to the teacher. Such problems, if not resolved, should then be submitted successively to the principal, Superintendent and School Board.
  6. The manager, under the direction of the Superintendent or designee, shall conduct an investigation into any alleged serious misconduct and reduce the findings of fact to written form.
  7. All investigations shall provide for due process and the nature of the allegations and the discovery of fact shall determine the scope and timeliness.
  8. Written findings shall be provided to the Superintendent or designee, the person who was the subject of the complaint, and the person reporting the inappropriate conduct if the report was made in writing. In no case shall the investigation take longer than 60 days without a written summary of facts discovered to that point in time.
  9. Any administrative action by the manager or Superintendent or designee shall be included with the findings of facts. The appropriate opportunities for review and appeal shall be provided to all parties as specified in collective bargaining agreements or School Board policy.
  10. The Superintendent or designee shall report all legally sufficient complaints against teachers and administrators to the Department of Education within 30 days after the date of which the subject matter of the complaint came to the attention of the District. Possible criminal violations or suspected child abuse shall be reported to the proper authorities within 24 hours of the initial report of the complaint.
  11. Any complaint and any material relating to the investigation of a complaint against an employee shall be confidential and exempt from the provisions of §119.07(1), Florida Statutes until the conclusion of the preliminary investigation or until such times as the preliminary investigation ceases to be active. A preliminary investigation shall be considered active as long as it is continuing with a reasonable, good faith anticipation that an administrative finding shall be made in the foreseeable future.
  12. If the investigation concludes with the finding that there is no probable cause to proceed further or with no disciplinary action taken or charges filed, a statement to that effect signed by the investigating official shall be attached to the complaint and the complaint and all such materials shall be open to inspection pursuant to §119.07(1), Florida Statutes.
  13. If the preliminary investigation is concluded with the finding that there is probable cause to proceed or a complaint is filed with the proper authorities, the complaint and the information shall be open thereafter to inspection pursuant to §119.07(1), Florida Statutes.
  14. The release of investigation records made public pursuant to paragraphs (12) and (13) of this policy, which contain derogatory material, shall be delayed until the employee has received 10 days notice as required by §1012.31, Florida Statutes.

15. The Superintendent shall report to the Department of Education the name of any certified person who has been convicted of, or who has pled “no contest” (nolo contendere) to a misdemeanor, felony, or any other criminal charge other than a minor traffic violation, who has been terminated from employment because of conduct involving any moral, unnatural or lascivious act, or who he/she has reason to believe has committed or is found to have committed any act which may be a ground for revocation or suspension of a certificate under §§ 1012.795 and 1012.796, Florida Statutes.

*See School Board Policy 5.29*

## **LEAVE OF ABSENCE**

A leave of absence is permission granted by the School Board or allowed under its adopted policies for an employee to be absent from duty for a specified period of time with the right to return to employment upon the expiration of that leave.

1. Any absence of an employee from duty shall be covered by leave duly authorized and granted.
2. Leave shall be officially granted in advance and shall be used for the purpose set forth in the leave application.
3. Leave for sickness or other emergencies may be deemed to be granted in advance if prompt report is made to the proper authority.
4. No leave, except military leave, shall be granted for a period in excess of one year.
5. Leave may be with or without pay as provided by law, regulations of the State Board and these policies. For any absence that is without pay, the deduction for each day of absence shall be determined by dividing the annual salary by the number of days/hours for the employment period.

*See School Board Policy 5.17*

## **NOTIFICATION OF LEAVE**

The following procedures shall be followed for notification of leave:

1. Any employee who expects to be absent from duty for any cause shall notify his/her administrative supervisor preceding the day of absence.
2. Where the absence is due to an emergency, the employee shall notify his/her administrative supervisor or the Superintendent at the earliest time possible.

*See School Board Policy 5.19*

## FAMILY AND MEDICAL LEAVE

All provisions of this Rule shall be interpreted so as to comply with the requirements, including definitions, of the Family and Medical Leave Act (FMLA) of 1993, and any applicable implementing regulations. No provision in this Rule shall operate to limit or reduce leaves provided for in any relevant collective bargaining unit agreement.

1. Eligible Employee - Any employee who has worked for the Lee County School District for at least twelve (12) months, and for at least 724 hours during the year preceding the start of the leave.
2. Reasons for Leave - Eligible employees shall be granted FMLA leave for the following:
  - a. To care for the employee's child after birth, or following placement for adoption or foster care.
  - b. To care for the employee's spouse, son, daughter, or parent, who has a serious health condition.
  - c. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.
  - d. For any qualifying exigency arising out of the fact that a covered military member is on active duty or called to active duty status in support of a contingency operation.
  - e. To care for a covered service member with a serious illness or injury incurred in the line of duty while on active duty. Such eligible employees shall be permitted to take up to 26 workweeks of leave in a twelve (12) month period.
3. Leave Entitlement - An eligible employee is entitled to take up to a total of twelve (12) work weeks of FMLA leave in a 12-month period, to be measured backwards from the commencement date the employee uses FMLA leave. An eligible employee taking leave under paragraph (2)(e) shall be permitted to take up to 26 workweeks of leave in a twelve (12) month period.
4. Intermittent Leave for Planned Medical Treatment - FMLA leave may be taken intermittently whenever it is medically necessary to take care of a seriously ill spouse, child or parent of the employee, to care for a covered service member with a serious illness or injury incurred in the line of duty while on active duty or because of the employee's own serious health condition making the employee unable to work. Intermittent leave may be taken in increments of one or more days or partial days. Certification of the need for intermittent leave, and the leave schedule, shall be provided by the health care provider. Employees needing intermittent FMLA leave must attempt to schedule their leave so as to minimize disruption to the District's operations. The District may assign an employee to an alternative position on a temporary basis with equivalent pay and benefits that better accommodates the employee's intermittent leave schedule. Intermittent FMLA leave must be requested by the employee in writing at least thirty (30) days in advance, or as soon as is practicable.
5. Maintenance of Group Medical Insurance - The Board shall maintain an employee's medical insurance coverage during FMLA leave to the same extent coverage was provided to the employee prior to taking FMLA leave, for a period not to exceed twelve (12) weeks during the applicable twelve (12) month period and for 26 workweeks during the applicable twelve (12) month period if eligible for leave under paragraph (2)(e) of this

- policy. Medical insurance premiums which had been paid by the employee prior to FMLA leave for any dependent coverage must continue to be paid by the employee during the FMLA leave period. If such payments are not made by the employee, the dependent's insurance coverage will lapse and no benefits will be paid for claims incurred while the policy has lapsed. When the employee is reinstated, and payroll deduction of dependent's premiums resumes, the dependent's insurance will be reinstated with the same coverage as prior to the lapse.
6. Notice - Employees must request FMLA leave in writing, directed to the Personnel Department, at least thirty (30) calendar days in advance, or as early as is practicable. The time for the start of the leave may be delayed for up to thirty (30) days for failure to provide timely notice. An employee using intermittent leave under the FMLA must follow the work site's usual and customary call-in procedures for reporting an absence, absent unusual circumstances.
  7. Job Restoration - Upon return from FMLA leave, an employee shall be restored to the same or an equivalent position. An equivalent position must be at the same pay, benefits, and working conditions, include the same privileges, prerequisites and status, and involve the same or substantially similar duties and responsibilities. The equivalent position must be located at the same or geographically proximate work site unless the employee's request for transfer has been accepted.
  8. Failure to Return - At the start of any FMLA leave, the employee must state whether he/she intends to return at the end of the leave. If the employee does not intend to return, the employee will be deemed to have resigned voluntarily, and no FMLA benefits will be provided. If the employee states that he/she intends to return, and then fails to return, for reasons other than 1) the continuation of a serious health condition of the employee or a covered family member, or 2) circumstances beyond the employee's control (certification required within 30 days of failure to return for either reason), the employee must promptly reimburse the Board for the cost of insurance provided by the Board during the leave. If the employee fails to do so, the Board may take action to recover the premiums paid.
  9. Application of Paid Leave - Employees are required to use paid accrued sick leave before any FMLA leave is taken as a result of a serious health condition. Employees are required to use any paid accrued vacation before any FMLA leave is taken. Any such paid accrued leave taken will be counted toward the allowable twelve (12) weeks of FMLA leave.
  10. Medical Certification - Employees requesting FMLA leave due to a serious health condition of the employee, or of the employee's spouse, child or parent, are required to submit a certification from a health care provider, verifying that the leave is medically necessary. Form WH-380 shall be used. The Board may require an employee to obtain a second medical certification, at the Board's expense. The second health care provider may not be employed on a regular basis by the District. If the opinions of the first and second health care provider differ, the Board may require a third medical certification, again at the Board's expense, from a health care provider selected by the employee from a mutually agreed upon list maintained by Insurance and Benefits. The third opinion shall be final and binding. In all cases, the Board may request a recertification of an on-going condition every six months in conjunction with an absence.
  11. Fitness-for-Duty Certification - As a condition of restoration of an employee who has taken FMLA leave due to the employee's serious health condition, the employee is required to provide certification from the employee's health care provider that the employee is able to resume work, i.e., is fit for duty and has the ability to perform the essential functions of the employee's job. If an employee is taking intermittent leave and

reasonable job safety concerns exist, the Board may require a fitness for duty certification before the employee may return to work.

*See School Board Policy 5.20*

## **OFFICIAL PERSONNEL FILES**

The Personnel Services Department shall maintain an official personnel file for every employee. The Director of Personnel Services shall be the custodian of said files. They shall be maintained consistent with State and federal law, including but not limited to §1012.31, Florida Statutes, and collective bargaining agreement provisions relative to the different types of documents and information that are contained in the files.

1. The Personnel Services Department shall maintain an official log of the types and categories of the documents maintained in the official personnel file. The official personnel files shall include, at a minimum, the following documents:
  - a. Applications
  - b. Resumes
  - c. Performance assessments
  - d. Annual employment recommendations
  - e. Teaching certificate(s) and related documents if required
  - f. Written/signed contracts (where required)
  - g. Signed loyalty oath
  - h. Fingerprint card/background screening information
  - i. Acknowledgement for receipt of Employee Handbook
  - j. Copy of social security card
  - k. Copy of drivers' license or other official identification
  - l. INS work authorization (if required)
  - m. Withholding allowance certificate (W-4)
  - n. Health certificate (where required)
  - o. Suspension letters
  - p. Letters concerning the outcome of investigations and probable cause determinations
  - q. Disciplinary letters or memoranda
  - r. Employee responses to disciplinary letters/memoranda

*See Employee Policy 5.13*

## **EMPLOYEE REPRIMAND**

The following procedures shall be followed for reprimands:

1. Any written reprimand or warning shall be furnished to the employee, and the employee shall sign the reprimand or warning for the sole purpose of indicating that he/she has received the statement and has discussed it with his/her supervisor.
2. If the employee refuses to sign, the reprimand or warning shall be placed in the employee's personnel file and a copy provided to the employee. The employee shall have

an opportunity to submit a written response which shall also be placed in the employee's personnel file.

*See Board Policy 5.25*

## **OUTSIDE EMPLOYMENT**

The following procedures shall be followed for outside employment:

1. Outside employment shall not violate the moral standards of the community or the Code of Ethics of the Education Profession in Florida or the Code of Ethics for public officials and employees.
2. Under no conditions shall outside employment conflict with the person's performance of his/her duties or with the extracurricular activities related to his/her position.
3. Where the supervisor questions the propriety of any outside employment of a staff member, the supervisor may require the staff member to explain the nature of the outside employment and provide information to help determine whether a conflict exists.
4. If the supervisor determines that a conflict exists, the employee may be directed to terminate one employment or the other.
5. The decision of the supervisor may be appealed to the Superintendent. The Superintendent's decision may be appealed to the School Board.
6. Any employee who engages in other employment found to conflict with his/her employment by the District may be subject to discipline, up to and including termination.

*See School Board Policy 5.35*

## **SAFETY AND EVACUATION PROCEDURES**

All District employees shall be trained using nationally approved training materials as required by federal, State and local regulations. Training shall be offered at times convenient to employees in areas including but not limited to Fire Safety, Asbestos, HazMat (Right-to-Know), Blood Borne Pathogens, Air Borne Pathogens, TB, and PPE (Personal Protective Equipment).

*See School Board Policy 2.13*

Procedures for safely evacuating buildings are clearly posted at District facilities. Evacuation drills (fire drills) are periodically performed. Staff are expected to be aware of all such emergency procedures and to assist in these drills as prescribed in the sites' Evacuation Plan.

## **DIRECT DEPOSIT OF PAYCHECKS**

The Board offers a simple, convenient, and safe way for you to deposit your paycheck automatically into your preferred bank. It's called "Direct Deposit." To obtain a Direct Deposit Authorization Form, contact the Personnel Department (335-1521).

# Section 3: Employee Benefits



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## **GENERAL NOTICE**

This handbook is intended as an overview of the benefits offered by The School District of Lee County. It is not a contract and is not intended to be. In the event a conflict arises between the language contained in this handbook and the following documents, **the following documents shall prevail:**

- Group Insurance Master Policy
- Individual Insurance Policy
- School Board of Lee County Policy
- Agreement between The School Board of Lee County and Teachers Association of Lee County (TALC)
- Agreement between The School Board of Lee County and Support Personnel Association of Lee County (SPALC)
- Flexible Benefits Plan Document
- Worker's Compensation Employee Handbook

## **GENERAL INFORMATION**

### **Benefits offered by the School District include:**

- Health insurance
- Life insurance
- Dental insurance
- Vision insurance
- Cancer insurance
- Disability insurance
- Medical and Dependent Care Spending Accounts
- Tax Sheltered Accounts

### **Board Provided Medical and Life Insurance**

The District offers a choice of three (3) PPO / Option and one (1) HMO medical plans from which eligible employees may choose. The District also provides \$20,000 of group term life insurance, with an additional \$20,000 accidental death and dismemberment (AD&D) insurance up to age 70.

### **Optional Group Voluntary Benefits**

To be eligible for optional group voluntary benefits, an employee must be:

- Regularly scheduled to work twenty (20) or more hours per week, except supplemental and dependent life insurance, which require thirty (30) hours.

The District offers the following group voluntary benefits:

- Dental Insurance
- Vision Insurance
- Cancer and Specified Diseases Insurance
- Supplemental and Dependent Term Life Insurance

- Short and Long Term Disability Insurance

### **Board Paid Flex Credits**

The District contributes a sum annually for each employee who is eligible to receive Board Provided benefits to purchase the following benefits: medical, dental, vision and/or cancer.

<h2 style="text-align: center;"><b>FLEXIBLE BENEFITS PLAN</b></h2>
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The School District of Lee County's Section 125 Flexible Benefits Plan allows you, the employee, to purchase benefits on a pre-tax basis. The benefits from which you may choose are listed below and are then paid through a salary reduction agreement with the School District of Lee County.

- Dental Insurance
- Vision Insurance
- Cancer and Specified Diseases Insurance
- Flexible Spending Accounts: Medical Expense Reimbursement and Dependent Care Expense Reimbursement
- Health Insurance

All regular employees of the School District of Lee County who work 20 hours or more per week are eligible to participate in the Flex Plan and will be automatically enrolled upon regular employment. You may choose to waive out of the Flex Plan within the first 30 days of employment or during the annual Open Enrollment. While under the Flex Plan, you will only be allowed to make a change to your benefit elections during the annual Open Enrollment or due to a qualified family status change.

### **Family Status Changes**

Changes in coverage(s) may be requested only during the Enrollment Period UNLESS you experience a documented family status change. The requested change must be directly related to, and consistent with, the change in family status.

Listed below are some examples of family status changes:

- employee's marriage;
- employee's divorce;
- death of the employee's spouse or dependent;
- birth/adoption/court order of legal guardianship of a child of the employee;
- employment termination/commencement of the employee's spouse;
- the employee or employee's spouse switching from part-time to full-time employment, or from full-time to part-time employment;
- the employee or employee's spouse taking an unpaid leave of absence;
- significant changes in benefits of the employee's spouse attributable to the spouse's employment.
- the entitlement to benefits under Medicare/Medicaid of an employee or an employee's spouse.

NOTE: Appropriate paperwork must be completed within 30 days (to add) or 60 days (to drop) coverage as a result of a qualified family status change. Later notification of a family status change will be considered untimely and your coverage will not be changed.

### **Medical Insurance**

The District offers a choice of three (3) PPO / Option and one (1) HMO medical plans for employees who work 30 hours or more per week. Employee and dependent medical insurance becomes effective the 1<sup>st</sup> of the month following a 45 day waiting from the employee's hire date.

Employees who can verify evidence of medical insurance are allowed to decline coverage under the School District of Lee County's medical plan. These employees will receive \$25 per pay to apply toward voluntary benefits (dental, vision and/or cancer). If any of these benefits are not selected, then the \$25 is forfeited. The employee shall not receive a cash benefit.

### **Employee Assistance Program**

The School District of Lee County's Employee Assistance Program (EAP) is a confidential counseling service for employees and dependent members of their household. The School District of Lee County provides up to eight (8) counseling sessions at no cost to the employee.

### **Dental Insurance**

The School District of Lee County offers three (3) dental plans to all regular employees who work 20 hours or more per week. The premium for this voluntary benefit is paid by the employee. Coverage becomes effective the first of the month following a 45 day waiting period from the employees hire date. New employees have thirty (30) days from date of hire to enroll.

### **Vision Insurance**

The School District of Lee County offers vision insurance to all regular employees who work 20 hours or more per week. The premium for this voluntary benefit is paid by the employee. Coverage becomes effective the first of the month following a 45 day waiting period from the employees hire date. New employees have thirty (30) days from date of hire to enroll.

### **Cancer and Specified Disease Insurance**

The School District of Lee County offers cancer and specified disease insurance to all regular employees who work 20 hours or more per week. The premium for this voluntary benefit is paid by the employee. Coverage becomes effective the first of the month following a 45 day waiting period from the employees hire date. New employees have thirty (30) days from date of hire to enroll.

### **Benefits at Retirement**

You may elect to continue your group health and term life insurance benefits that you are enrolled in at the time of your retirement. You receive no Board contribution toward your benefits. If you elect to continue your medical insurance, premiums will be deducted from your monthly Florida Retirement System check. You will be directly invoiced for the life insurance premium.

### **Flexible Spending Accounts**

The School District of Lee County's Flex Plan includes expense reimbursement accounts, which allow you to be reimbursed for certain types of expenses and reduce your taxes. There are two (2) types of reimbursement accounts, which you may elect: **Dependent Care Reimbursement and Medical Expense Reimbursement.**

The **Dependent Care Reimbursement Account** provides an opportunity for you to reimburse yourself with tax-free dollars for dependent care expenses that you pay. The basic expenses that are allowable in the Dependent Care Reimbursement Account are child care for your children up to age thirteen, and expenses for care that you provide for a dependent adult. Internal Revenue Service Regulations require that individuals you claim for dependent care be dependent upon you and that they be individuals who are reported on your income tax return. The annual maximum you may set aside from your paycheck is \$5000 per family for a married couple filing jointly; and \$2500 per employee filing separately.

The **Medical Expense Reimbursement Account** provides an opportunity for you to reimburse yourself with tax-free dollars for legitimate medical expenses which you incur during the year. Examples of legitimate medical expenses include: deductibles and co-payments for your health care programs, glasses, contacts and contact lens supplies, hearing aids, dental services not covered by insurance, prescription drugs, diabetic supplies, etc. The annual minimum and maximum you may set aside from your paycheck is \$240 and \$4800, respectively.

The plan year is April 1 through March 31<sup>st</sup>. All claims must be incurred within the plan year in order to get reimbursed. Any unused plan year funds will be forfeited under the “use or lose it” rule by the IRS.

However, the School District of Lee County has elected the “Grace Period” Feature. During the Grace Period you, the Participant, may incur and submit Requests for Reimbursements to be distributed from any balance remaining from the previous Plan Year. This feature softens the “use-it or lose-it” rule associated with FSA accounts by providing you with more time to use your contributions. This ruling affects your Medical and Dependent Care Spending Accounts. The participant will have an additional 2 ½ months to spend your money. Instead of having 12 months you will have 14 ½ months to use all of the participant’s Flex Dollars.

## **TAX SHELTERED ACCOUNTS (TSA)**

In addition to the above deductions, tax sheltered accounts (TSAs) are also offered as part of the School District of Lee County Benefits Program. The District encourages employees to compare companies and products in order to select a plan best suited to their specific needs and goals.

The District maintains a list of approved TSA companies and agents. If you are interested in a TSA, you would choose an approved company and call an agent listed for that company. The agent is responsible for assisting you in completing the appropriate District forms, which can be obtained by accessing the internet website: [www.tsacg.com](http://www.tsacg.com). The agent is required to sign the District form(s)\* and complete a Maximum Allowable Contribution (MAC) calculation for all new accounts or increases in salary reduction amounts.

\*Janus and Fidelity offer no-load funds, therefore, do not require an agent’s signature. You may contact Janus and Fidelity directly by calling the phone number listed on the approved companies list. The District’s Salary Reduction Agreement must still be completed.

## **NON-FLEXIBLE BENEFITS**

The following benefits are also offered by The School District of Lee County on a taxable basis:

- Long Term Disability
- Short Term Disability

- Supplemental Term Life Insurance for Employee
- Term Life Insurance for Spouse
- Term Life Insurance for Eligible Dependent Children

### **Long & Short Term Disability**

As an employee working 20 or more hours per week, you may choose to purchase long and/or short term disability insurance. Rates are based upon your age and salary. All new employees receive information and have thirty (30) days from date of hire to apply (with no evidence of insurability). During annual Open Enrollment, eligible employees may apply for the long and/or short term disability insurance by completing an application and an evidence of insurability form. During Open Enrollment, this benefit is subject to underwriting by the insurance company.

### **Supplemental Term Life Insurance**

An employee must work thirty (30) hours or more per week in order to be eligible to apply for supplemental amounts of term life insurance, spouse life insurance, or dependent child(ren) life insurance.

Supplemental and spouse term life insurance is subject to underwriting by the insurance company.

Employees who elect term life insurance for dependent children (age 14 days through age 19, or to age 24 if a full-time student) during the first 30 days of their employment do not need to complete any forms for underwriting. After the 30 days, employees may apply for this coverage during Open Enrollment. The dependent child life insurance would then be subject to underwriting by the insurance company.

<b>COBRA</b>
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A Federal law the Consolidated Omnibus Budget Reconciliation Act, commonly known as “COBRA”, allows insured employees and/or their dependents to continue health coverage under several circumstances when it would normally be lost. The following are the basis for COBRA continuation coverage:

1. If an employee terminates his/her School District employment, the employee and/or insured dependents may continue his/her health coverage for up to 18 months.
2. If an employee’s hours of employment are reduced so that he/she is no longer entitled to benefits, he/she and/or insured dependents may continue his/her health coverage for up to 18 months.
3. If an employee with dependent coverage should die, covered dependents may continue their health coverage for up to 36 months.
4. When a child reaches the maximum age limitation or loses eligibility, the covered child may continue their health coverage for up to 36 months.
5. If an employee is divorced and the spouse and/or other dependents were covered as dependents on the employee’s health insurance, the divorced spouse and/or other dependents may continue their health coverage for up to 36 months.

6. If a person is totally disabled for social security purposes at the time that one of the reasons listed in (1) or (2) occurs, that person is entitled to up to 29 months of continued health coverage. (Read COBRA notice for further details and requirements.)

Premiums for COBRA coverage are paid by the person continuing the coverage. The continuant will be charged 102% of the total premium. The charge will increase to 150% of the total premium during the disability extension period (if any).

## **WORKERS' COMPENSATION**

Florida Statutes, Chapter 440, requires The School District of Lee County to provide workers' compensation to all employees who suffer work-related injuries or illnesses.

## **LIABILITY INSURANCE**

The School District carries liability insurance coverage (up to \$2 million) for claims brought against employees for losses or injuries caused by their acts or omissions arising in the course and scope of their employment. This coverage also includes attorneys' fees and other legal costs incurred in defending claims brought against District employees.

## **UNEMPLOYMENT COMPENSATION**

An employee who is laid off or terminated through no personal fault may be entitled to Unemployment Compensation benefits under Florida Law. If you are laid off or terminated, contact the nearest Office of Unemployment Compensation to determine your eligibility.

## **BENCOR SPECIAL PAY PLAN**

The BENCOR Special Pay Plan is an IRS qualified 401(a) plan that permits District employees to take advantage of Federal tax laws by deferring Federal withholding taxes and permanently avoiding FICA (Social Security and Medicare) taxes on accumulated sick and annual leave payments. Participation is mandatory for all employees (except for those covered under the SPALC bargaining agreement). All retiring or terminating employees and those entering the DROP program that have an accumulated sick and/or annual leave payment of \$1,000 or more shall participate. When employees retire, terminate employment, or enter the DROP program, their accumulated sick and annual leave will be paid into the BENCOR Special Pay Plan (subject to certain IRS limits). All funds are automatically invested in a fixed (interest bearing) account unless the employee directs the funds to one of several variable investment accounts. Once payment into the BENCOR Special Pay Plan has been made, access to the funds may be obtained in several ways: 1) immediate and full distribution of all the money put into the plan; 2) periodic cash payments; 3) roll-over amounts into an IRA, 401(k) plan, or other qualified plan; or 4) loan provisions. DROP employees cannot obtain access to their funds until they end their DROP participation, except through the loan provision. Additional information regarding the BENCOR Special Pay Plan may be obtained from the Personnel Department.

## **FLORIDA RETIREMENT SYSTEM**

As a full-time or part-time employee in a regularly established position, you are eligible for participation in the Florida Retirement System ("FRS"). (You are not eligible if you work in a

temporary or independent contractor position.) The FRS is administered by the Florida Department of Management Services, Division of Retirement.

There are essentially two retirement plans from which you may choose; the FRS Pension Plan and the FRS Investment Plan. The Pension Plan is a defined benefit plan that provides you with a guaranteed retirement benefit at the time of your retirement. The retirement benefit you receive is based upon a formula which takes into account your age, salary and years of participation in the plan. The Investment Plan is a defined contribution plan, which provides that a contribution equal to a percentage of your salary is made to your retirement account. The retirement benefit you receive is based upon your account balance at the time of retirement, which in turn is determined by the investment choices you make. You are "vested" (or becomes eligible for benefits) in the Pension Plan after six years of creditable service. Vesting in the Investment Plan occurs after one year of creditable service.

There are extensive rules governing eligibility for FRS benefits and the options available to individual employees. The Personnel Department is available to support employees in gathering information and making application for benefits. Employees are advised, however, that it is ultimately their responsibility for applying for benefits and providing the necessary information to FRS.

There are a number of other information sources available to assist employees:

1. A toll-free MyFRS Financial Guidance Line at 1-866-446-9377, or TTY 1-888-429-2160.
2. The FRS website: [www.MyFRS.com](http://www.MyFRS.com).
3. The Division of Retirement website: <http://www.frs.state.fl.us/>

**THE SCHOOL DISTRICT  
OF LEE COUNTY**



**EMPLOYEE HANDBOOK**

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**ACKNOWLEDGEMENT STATEMENT**

This handbook has been prepared as a guide and sets forth general information which should assist you during your employment. The policies and benefits described in this handbook are not intended to be conditions of employment, nor does its terms give an employee any contractual rights relating to their employment. With regard to employees in the collective bargaining units, the terms of this Handbook are not intended to conflict with and/or supersede the terms and conditions of employment as such are set forth in the applicable collective bargaining agreement(s). Any such actual and/or perceived conflicts for these employees shall be resolved in favor of the terms and conditions set forth in the collective bargaining agreement(s)

The Lee County School Board reserves the right to alter, modify, amend or terminate these policies and benefits in content or application as it deems appropriate, subject to applicable law(s) and collective bargaining agreements, and these changes may be implemented even if they have not been communicated, reprinted, or substituted in this handbook.

I acknowledge receipt of the employee handbook, and I agree to read and abide by the policies and procedures set forth and referenced in it.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Print Employee Name

\_\_\_\_\_  
Date

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**➤ After you have filled in the above information, ➤  
please return this page to the Personnel Department  
for its inclusion in your personnel file**