

**Berkley Accelerated Middle School**  
**Employee Handbook**  
**2004-2005**

**MISSION STATEMENT**

“Accelerated Learning for ALL, Whatever it Takes”

*Welcome to Berkley Accelerated Middle School. On behalf of all the staff and students, I want to congratulate you on choosing to work for such a dynamic and exciting school. BAMS has extremely high standards for all of its staff, students, parents, and board of directors. The goal of BAMS is to have all students studying Algebra in grade 8 and reading on at least an 8<sup>th</sup> grade reading level thus allowing all students to follow whatever path they choose in high school. BAMS offers students an accelerated learning path with continuous help classes that will help them achieve at world-class levels. BAMS offers a small school that promotes a safe, secure, nurturing learning environment This handbook will help familiarize you with some of the policies and benefits that are offered. Now that you are part of the team, please take time to read the following and go to your administrator if you have any questions.*

*We welcome you to BAMS and hope that you have a wonderful year!*

**BOARD OF DIRECTORS**

Chris Brauckmuller  
Paula McCurdy  
Chris Thompson  
William “Butch” Vanderpool  
Dennis Young

Board Meetings are held on the third Wednesday of each month at 6:30 am , subject to change, in the BAMS conference room. Meetings are held year-round, and these scheduled meetings are open to the public.

**APPEARANCE**

All staff members are expected to dress in a very professional manner. Neatness and cleanliness are also important. Teachers are role models for students. Since work days often become conference days, care should be taken to look professional on those days. Flip-flops, tennis shoes, T-shirts and high above-the-knee split skirts are inappropriate for school days. City shorts are allowed but the shorts should be part of a professional suit or outfit. School shirts, school uniforms, and educational theme outfits are appropriate. The addition of a blazer or cardigan to the uniform gives a business/professional appearance. All teachers should wear safe shoes for comfort and for professional appearance.

**ARRESTS**

Any employee, who is arrested or charged with any crime, including driving under the influence of alcohol or controlled substances, must notify his or her principal of the alleged charges/allegations. Instructional personnel must self-report within 48 hours to any arrest/charges involving the abuse of a child or the sale and/or possession of a controlled substance. Failure to self-report may result in disciplinary action.

**ASSEMBLIES/PROGRAMS**

Most assemblies require the attendance of all students, teachers, and paraprofessionals. They must attend unless permission from the office is received for another assignment. This includes staff with classes and those on planning. If the content is relevant to all students, staff members should also be aware of the information and able to follow up with discussion as needed.

**ATTENDANCE AND PROMPTNESS**

Because we serve the public, the importance of getting to work on time and being present every day is most important. The public expects and has a right to demand prompt and efficient service. Work hours for teachers are 7:30 a.m.-3:15

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p.m. All staff must sign in promptly on arrival and out. Do not sign in/out for anyone else. If you must be absent, it is your responsibility to notify the principal's secretary and your substitute at once. Excessive absenteeism may be grounds for disciplinary action or dismissal.

### **ATTITUDE**

When dealing with people, you are reminded to be pleasant, courteous, kind, and considerate. Be a professional person, both in and out of school. Be careful about your "out of school" comments about "in school" matters. Set a good example. What you say and believe can be destroyed by just one bad comment. Setting a good example is important to your success as a school staff member.

- When a new student enters your classroom, accept him/her as though it were the first day of school.
- Support your school and its policies.
- Be enthusiastic and positive about your school.
- Let everyone around you know by your spirit, attitude, and cooperative spirit that the welfare of the entire school is important to you.

### **CERTIFICATION**

A valid Florida Educator's Certificate is required by all teachers under Florida Law. Securing and updating a certificate is the responsibility of the teacher. Your principal will provide guidance, but you must fulfill the requirements and complete all procedures.

### **CHILD ABUSE**

School personnel who know, or have reasonable cause to suspect, that a child has been abused, neglected or exploited is required by law to report such knowledge or suspicion to the Florida Protective Services System Abuse Registry by calling **1-800-96-ABUSE**. You are required by law to confirm your verbal report in writing within 48 hours of making a verbal report to the registry. Before calling, you **MUST** notify the administration. The guidance counselor has the appropriate written forms.

### **CLASSROOM APPEARANCE**

Teachers are responsible for the appearance of their instructional and planning areas. Students consider it an honor to help maintain a neat, clean classroom. At the end of the day, every class member should pick up papers, pencils, and crayons off the floor. It is also greatly appreciated by the custodial staff if all classroom chairs are off the floor at the end of each day, either on the desk or stacked in corners. Books should always be stacked neatly on the shelves. Bulletin boards and other displays should be neat and attractive. Teachers should organize and clean off their desks, counter tops, and storage areas at least monthly. Office areas should be maintained in a neat and orderly fashion.

All students should be taught by the adults to pick up paper in the classrooms, cafeteria, on the walks and in the yard. No person on campus should pass by paper without picking it up. It takes all of us to keep our building presentable.

#### **Fire Safety Regulations Require the Following:**

1. Only 20% of the wall area may be covered with teaching materials and artwork.
2. Nothing can be suspended from the ceiling and/or light fixtures.
3. Nothing can be placed on the doors or windows.
4. We must keep a clear path to all exits. Do not place your desks so that students cannot quickly exit any of your classroom doors.
5. **NO Personal appliances** (microwaves, coffee pots, hot plates, refrigerators, etc.) , fabric covered furniture, area rugs, pillows, potted plants, candles/open flames, are allowed in the classrooms and classroom areas.
6. NO "Plug In" room deodorizers.
7. All items placed on the top shelves must be at least 18 inches from the ceiling. The bookshelves and cabinets in the classroom office areas are too close to the ceiling to be used as an extra storage place.
8. TV's must be placed on carts with tie-downs. Cable cords must not be stretched over blinds, rooms, etc.
- 9.

### **COMMUNICATION TO PARENTS**

Communication is vital to our school. Teachers are encouraged to contact parents frequently. Teachers are encouraged to send frequent newsletters. **All communication should be neat and free of grammar errors.** All communication should be reviewed by the administration/office staff prior to distribution.

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## **DRILLS –FIRE/DISASTER**

See “Crisis Plan”

Fire drill route maps must be posted by the outside door in all classrooms and kept posted the entire year. Also, a plan must be kept in plan books.

It is the responsibility of teachers to thoroughly explain to students proper procedures for drills.

## **ELECTRONIC MAIL**

Accounts shall be used to enhance communication for work-related duties. The use of e-mail must be in support of education and/or research that is consistent with the educational goals and policies of the Board. The employee in whose name the account is issued is responsible at all times for its proper use. Behavior that is inconsistent with the policy may result in disciplinary action which may include possible termination or legal action.

Policies:

- Unauthorized use includes, but is not limited to:
  - The creation and exchange of messages that are offensive, harassing, obscene, or threatening
  - The exchange of privileged, confidential, or sensitive information outside of the organization or outside the defined privileged group
  - The creation and exchange of advertisements, solicitations, chain letters, and other unsolicited e-mail
  - The creation, storage, or exchange of information in violation of copyright laws
  - Reading or sending messages from another user’s account, except under proper delegated arrangements
  - Altering or copying a message or attachment belonging to another user without the permission of the originator

## **FACULTY MEETINGS**

Meetings are mandatory for all staff members. Should there be a conflict, the principal must be notified directly prior to the meeting. Staff must schedule appointments/conferences so they do not conflict with faculty meetings.

## **LESSON PLANS**

Each teacher must keep a plan book for **at least one week in advance**. There are reasons for this. First, lesson plans document that Sunshine State Standards Curriculum have been taught and assessed. Second, it helps organize your plans in a sequentially developed manner to reflect the objectives from the curriculum guides. Because of advance preparation, it gives the opportunity to locate resources. Third, a substitute will be able to carry on for you in case of your absence.

General information that is to be placed in front or back of Plan Book:

- a. Substitute Folder
- b. Daily Schedule
- c. Discipline Plan
- d.

## **MAILBOXES**

Personal mailboxes are provided for each teacher, paraprofessional, and support personnel. Please check your mailbox daily in the morning and afternoon. All messages will be placed in your mailbox.

## **PARENT-TEACHER BOOSTER ORGANIZATION**

In order for the Parent-Teacher Booster Organization to be effective, it needs the active support of all faculty members. Teachers are expected to actively support the organization and should assume the following responsibilities:

1. Join the organization
2. Attend ALL scheduled meetings. The principal must be notified if teachers cannot attend PTO meetings.
3. Accept positions of leadership and membership on committees when requested.
4. Express appreciation to the organization for their many contributions to the school. Be positive about all aspects of the organization.
5. If a staff member has suggestions, concerns, etc., they should attend monthly meetings of the organization to discuss them.

## **PROFESSIONALISM**

BAMS shall maintain a high level of professionalism at all times. Staff members should not discuss students or other staff members in the lounge, lunchroom, or other public areas. It is extremely important that remarks about students, school

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personnel, or school decisions never be discussed in the presence of students, parents, or visitors or away from school. We should always support our school and our school personnel. All of our teachers are certified and qualified. Do not make recommendations for placement to parents, friends, or colleagues. If two staff members disagree, the discussion should take place privately or in the presence of an administrator or mediator. Adults should refrain from angry discussions in front of students.

### **SAFETY**

All employees are covered by Workman's Compensation. ALL ACCIDENTS REGARDLESS OF SERIOUSNESS MUST BE REPORTED TO THE OFFICE IMMEDIATELY. Before going to the doctor regarding an accident that has happened at work, the employee must secure the proper forms from the school office.

ALL STUDENT ACCIDENTS must be reported to the office at the time of occurrence.

The board is vitally interested in your safety and well-being as a team member. You have a great responsibility in our safety program by remaining alert both on and off the job. You are urged to use safe equipment. In addition, you can be of service to yourself and others if you report anything you believe to be unsafe or hazardous.

### **SEXUAL HARRASSMENT**

Equity Statement: BAMS shall maintain a work and educational environment free of discrimination/harassment on the basis of race, color, national origin, sex, religion, marital status, age, disability, or any other basis prohibited by law. This shall apply to all employees, applicants for employment, students, or applicants for admission.

- A. Discrimination – The denial of employment, advancement, rewards, aid, benefits, services, grades, or faculty assistance on the basis of race, color, national origin, sex, religion, marital status, age, disability, or any other basis prohibited by law.
- B. Harassment – Oral, written, graphic, or physical conduct that is hostile, intimidating, abusive, degrading, or threatening. Examples -
  1. Slurs, innuendoes, or other verbal or physical conduct reflecting on an individual's race, color, national origin, sex, religion, marital status, age, or disability.
  2. Sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:
    - a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or educational opportunities.
    - b. Submission to or rejection of such conduct is used as a basis for employment or education decisions affecting the individual.
    - c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance.
- C. Notification of this policy will be provided by various means such as new employee orientation, postings, employee handbooks, and the Student Code of Conduct.
- D. Any employee, applicant for employment, student, or applicant for admission who believes he/she has been discriminated against or harassed is encouraged to directly contact his/her supervisor or building principal, or the chairman of the board.
  1. A person having filed a complaint of discrimination/harassment or having testified, assisted, or participated in any manner in an investigation, proceeding, or hearing shall be protected from retaliation.

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2. The right to confidentiality of the complainant and the accused will be respected.
3. A substantiated charge of discrimination/harassment by an employee will require corrective action, which may include suspension or termination of employment.
4. A substantiated charge of discrimination/harassment by a student will require corrective action of a level according to the Student Code of Conduct.

### **STUDENT RECORDS**

All student records will be kept in the records room. NO files are to be taken out of the file room without signing them out from an administrator or secretary. Files must not be taken out of the office!

### **SUBSTITUTES**

Information for substitutes will be maintained in the substitute folder in your plan book. The substitute folder will include the following information:

1. Your expectations as to whether they follow the plan book or only do the supplementary work you provide.
2. Schedule, class rules, description of class in terms of types of children, reliable students, para and volunteer times and duties, location of books, guides, materials, seating arrangements, and any other information to help the substitute.
3. Office passes, discipline slips, attendance reporting info., fire drill procedures, safety rules, lunch info., daily schedule, students on medication, etc.
4. Work assignments such as worksheets/drills, video tape with script for question and answer session, where to locate and worksheets to accompany, etc. These assignments should be easy to locate and explain. It should always be something YOU would do in your classroom.
- 5.

### **TEXTBOOK INVENTORY**

All teachers will be expected to keep an accurate inventory of the materials/books in their classrooms. This will be updated at the beginning and end of the school year and turned in to the principal. Please see the principal for all textbook and/or materials needed. Inventoried materials must not be traded or shared between teachers. Do not take any materials from textbook rooms until cleared with the principal.

### **UNAUTHORIZED USE OF EQUIPMENT**

Under the Public Records Law, all communications may be subject to disclosure. There should be no unauthorized use of any school equipment, including computers and software.

### **VIDEO USAGE**

- Always preview first!
- Be sure they have educational value. Remember, you do not have to show a whole video; you can show parts interspersed with discussion.
- Limit the student viewing time of videos.
- Videos must be relevant to the curriculum.
- 

### **VISITORS**

All visitors are to report to the office before going anywhere on campus. They will be given a pass from the office to verify this. Please help enforce this by asking parents, guest speakers, etc. to display the pass. Please get administrator's assistance with parents who continually stop by your classroom without signing in and wearing a visitor's pass.

### **VOLUNTEERS**

Volunteers are a very important part of the BAMS family. All volunteers must be approved before being assigned. Applications are available in the office. The approval process can take 4 to 6 weeks.

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Volunteers must sign in the Volunteer Notebook, wear a volunteer badge and sign out when leaving campus.

## **WORKMEN'S COMPENSATION**

If you are injured on the job, you are protected by the Florida Workers' Compensation Law. If you are hurt on the job, regardless of how slight an injury, report it to your supervisor or principal. You may think the injury insignificant at the time, but it could develop into something that requires medical care, and a report should be on file for you to receive treatment. This benefit is provided by state statute, and there are rules and procedures both you, as an employee, and your employer must follow. Further, there are stiff penalties for fraud. BAMS provides safety equipment that must be used when engaging in certain activities. Be sure to use this protection because you could be penalized if you are injured while not doing so. A good example is a car seat belt. Using it not only protects you against injury but protects your rights under Workers' Compensation and your ability to recover from the responsible party. Drug testing will be conducted for all on the job injuries.

### **I. SALARY PROVISIONS**

#### **A. ESTABLISHMENT OF POSITIONS AND JOB DESCRIPTIONS**

1. **Existing Positions**—Positions which are defined in the POLK COUNTY SCHOOL BOARD SALARY HANDBOOK and their related job descriptions shall be used when available, unless exceptions are recommended by the School Director and approved by the BAMS Board of Directors.
2. **New Positions and Job Descriptions**—When positions which are not defined in the POLK COUNTY SCHOOL BOARD SALARY HANDBOOK are needed, new positions and related job descriptions may be established. Positions and job descriptions established under this provision must relate to existing positions and job descriptions in position titles and job description form and content to the extent feasible. All such positions must be assigned to Salary Grades and Salary Ranges contained in the POLK COUNTY SCHOOL BOARD SALARY HANDBOOK. Placement of newly created positions in specific Salary Grades and Salary Ranges shall be based on experience, responsibility, and educational background, as these factors are relevant to the positions. Positions and related job descriptions established under this provision shall be based upon and subject to the recommendation of the School Director and approval by the BAMS Board of Directors.

#### **B. SALARY GRADE**

1. Each position shall be assigned to a SALARY GRADE contained in the POLK COUNTY SCHOOL BOARD SALARY HANDBOOK, unless exceptions are recommended by the School Director and approved by the BAMS Board of Directors.

#### **C. SALARY RANGE**

1. The SALARY RANGE for each SALARY GRADE shall conform to the range set forth in the POLK COUNTY SCHOOL BOARD SALARY HANDBOOK.

#### **D. SALARY SCHEDULES**

1. Salary schedules shall conform to those contained in the POLK COUNTY SCHOOL BOARD SALARY HANDBOOK, as changed from time-to-time by the District, unless exceptions are recommended by the School Director and approved by the BAMS Board of Directors.

#### **E. SETTING OF BEGINNING PAY RATES (Before New Salary Schedules are adopted)**

1. **Carry-over Employees**—The starting pay rates for employees who were employed at BAMS or elsewhere in the District during the previous year, and who are continuing in the same positions for the new year, shall be the pay rates in effect at

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the end of the previous school year, unless exceptions are recommended by the School Director and approved by the BAMS Board of Directors.

2. **New Employees in Existing Positions**—The starting pay rates for (i) newly hired employees beginning work at BAMS and (ii) school district employees transferring to BAMS into different positions on or after July 1 (and before new salary schedules are adopted) shall be the pay rates the employees would have earned if they had been employed by the Charter School (or by the School District during 2003-2004 for purposes of setting pay rates for 2004-2005 only) in the same position classification at the end of the previous school year, unless exceptions are recommended by the School Director and approved by the BAMS Board of Directors.
3. **New Employees in Newly Created Positions**-Pay rates shall be within the salary ranges of the positions. Specific placement shall be based on experience, responsibility, and educational background, as these factors are relevant to the positions, and as recommended by the School Director and approved by the BAMS Board of Directors.

#### **F. SETTING OF PAY RATES WITHIN PAY RANGES(After New Salary Schedules are Approved)**

1. For positions for which specific steps or pay rates are provided in the salary schedules in the POLK COUNTY SCHOOL BOARD SALARY HANDBOOK (e.g., teachers, paraprofessionals, custodians, substitutes, et. al.), pay rates assigned shall conform to the steps/rates in the salary schedules, unless exceptions are recommended by the School Director and approved by the BAMS Board of Directors.
2. For Positions for which specific steps or pay rates are NOT provided in the salary Schedules in the POLK COUNTY SCHOOL BOARD SALARY HANDBOOK (e.g., administrators, secretaries, employees in newly created positions, et.al.), pay rates assigned shall be set within the pay ranges of the positions. Specific placement shall be based on experience, responsibility, and educational background, as these factors are relevant to the positions. Pay rates set pursuant to this provision shall be based on the recommendation of the School Director and must be approved by the BAMS Board of Directors. ( This provision will apply primarily to newly hired employees or employees in newly created positions, as the pay rates of incumbent employees will usually have been set in accordance with earlier salary schedules; however, it could apply to incumbent employees when raises are granted or when inequity adjustments are made.)

#### **G. PAY RATES INCREASES**

1. Increases shall be determined as recommended by the School Director and approved by the BAMS Board of Directors.

#### **H. SPECIAL PAY PROVISIONS**

1. All salary supplements for education, longevity, academics, extra duty, etc., and all other special pay provisions contained in the POLK COUNTY SCHOOL BOARD SALARY HANDBOOK shall apply to school employees, unless exceptions are recommended by the School Director and approved by the BAMS Board of Directors.

#### **I. WORK SCHEDULES**

1. School Board Payroll Calendars shall be followed, unless exceptions are recommended by the School Director and approved by the BAMS Board of Directors.

#### **II. EMPLOYEE BENEFITS**

- A. **INSURANCE BENEFITS**- Full-time employees shall receive health insurance as well as \$15,000.00 in life insurance paid by the School.

1. **Full Time Employee:** For insurance purposes, a full-time employee is considered to be one who works at least 71/2 hours per day and 37 1/2 hours per week.
2. **Options:** Additional health and life insurance, dependent coverage, dental and vision insurance, and other insurance products approved by BAMS, will be available through payroll deduction at the employee's expense.
3. **Eligibility:** Each of the insurance benefits will be available effective on the first day of the calendar month following thirty (30) days of employment in an eligible position.
4. **Rejection:** An employee may reject these insurance benefits in writing.

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5. **Retirees:** Employees who retire according to the following Florida Retirement System (FRS) definitions are given the option of continuing the BAMS group health and life insurance.
  - a. Under the FRS Pension Plan, a “retiree” must have at least 6 years of FRS-covered service, be over 42 years of age, and be receiving a monthly retirement benefit from FRS.
  - b. Under the FRS Investment Plan, a “retiree” must have at least 6 years of service, be at least 59 ½ years of age, and be receiving a monthly retirement benefit from FRS.

#### B. RETIREMENT:

All BAMS employees in regularly established positions are Compulsory members of the Florida Retirement System (FRS), and all compensation by BAMS to FRS members are subject to retirement contributions and reporting. Members may choose whether to participate in the FRS Pension Plan (a defined benefit plan) or the FRS Investment Plan (a defined contribution plan). The laws and rules that govern these plans can be found in Chapter 121, Florida Statutes, and Chapter 60 of the Florida Administrative Code.

#### C. LEAVE—GENERAL PROVISIONS:

Unless otherwise specifically provided by law, the granting of leave shall be at the discretion of the BAMS Board of Directors. Unless otherwise provided, these policies shall apply to all employees and are designed to protect the operation of the school against undue interruption because of absence of personnel.

1. **Advance Approval:** Leave shall be officially approved in advance and shall not be granted retroactively; provided that leave for sickness or other emergencies may be deemed timely granted if prompt report is made to the proper authority.
2. **Automatic Renewal:** Automatic renewal of leave shall not be granted. It shall be the responsibility of the employee on leave to request renewal.
3. **New Application:** A new application may be filed at the expiration of leave and new leave granted at the discretion of the BAMS Board of Directors.
4. **Termination:** If no request for renewal is made, the employment relationship will be terminated.

#### D. LEAVE WITH PAY

1. **Temporary Duty Assignment for Military Leave:** Employees will be granted temporary duty assignment for military leave up to seventeen (17) days WITH PAY as required by law. Such leave will be granted only after it has been determined that the active duty could not have been served during time that school was not in session.
2. **Injury/Illness-in-Line-of-Duty:** Injury or illness-in-line-of-duty is granted up to a maximum of ten (10) days per year when any employee is absent because of personal injury sustained in the discharge of the employee’s duties, or because of illness from any contagious or infectious disease contracted in school work.
3. **Jury Duty and Subpoena Leave:** Employees may be paid in full salary for jury duty or if summoned by subpoena to serve as a witness. An employee so called as a juror or witness will return to duty as soon as possible if dismissed by proper authority. This provision will not apply in those matters involving an employee’s personal litigation.
4. **Sick/Personal Leave:** Full-time employees shall earn ten (10) days of sick/personal leave for each year of employment during a given fiscal year. This leave time may be used for illness or for other personal reasons.
  - a. **Crediting of Sick/Personal Leave:** 10 days of sick leave shall be credited to each employee as of the first day of his/her employment for each contract year. 12 days of sick leave shall be credited to each 12 month employee as of the first day of his/her employment for each contract year.
  - b. **Limitations for New and Terminating Employees:** If an employee is hired or terminates during the fiscal year, his/her maximum earned leave for the year shall be the greater of (1) leave days used prior to termination, if applicable, or (2) the sum of one day for each month worked.
  - c. **Sick/Personal Leave Used for Personal Reasons:** Sick/personal leave used for personal reasons may not be used during the first five (5) days in which students are in attendance, immediately before or after the scheduled holidays for Labor Day, Thanksgiving, Winter Breaks, Spring Break, Memorial Day, or other recognized holidays provided students are in attendance, except in emergency cases. The employee shall be required to give a reason when claiming an emergency.
  - d. **Annual Payment for accumulated Sick/Personal Leave:** Sick/Personal Leave shall be cumulative, but not more than thirty (30) days may be carried over to succeeding years. However, payment shall be made to employees for any credit days in excess of thirty (30) as of the end of each fiscal year. Payment shall be made at 50% of the

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daily rate of pay, and payment shall be effected as of the last work day of the fiscal year or as soon thereafter as feasible.

- e. **Terminal Pay for Unused Sick/Personal Leave:** The BAMS Board shall provide terminal pay for accumulated sick/personal leave to all employees who have worked for the School District and the Charter School for at least one (1) year.
- f. **Rates of Payment:** Rates of payment shall be calculated as follows:

**Second and Third Years of Service:** During the second and third of service, the daily rate of pay at termination multiplied by 35% times the number of days of accumulated Sick/Personal Leave;

**Fourth, Fifth, and Sixth Years of Service:** During the fourth, fifth, and sixth years of service, the daily rate of pay at termination multiplied by 40% times the number of days of accumulated sick/personal leave;

**Seventh, Eighth, and Ninth Years of Service:** During the seventh, eighth, and ninth years of service, the daily rate of pay at termination multiplied by 45% times the number of days of accumulated sick/personal leave.

**Ten or More Years of Service:** During and after ten years of service, the daily rate of pay at termination by 50% times the number of days of accumulated sick/personal leave.

- (i) **Payments to Employees at End of Approved Leave:** For employees on approved leave who terminate employment upon termination of the leave, the daily rate of shall be the rate of the pay the employee would have been earning if he/she, at the effective date of termination of the leave, had actually been serving in the position from which leave was granted; however, experience credit will not be awarded for leave time unless otherwise provided by BAMS Board Policy or other Board action. This provision is expressly intended to cover all employees on leave, including those on Public Office Leave.

- 5. **Vacation Leave:** Vacation leave is available ONLY to twelve (12) month employees because the calendars for employees working fewer months have vacation time built in to them, so that the net work days per month is approximately the same for all employees—after allowing vacation time for (12) month employees.

- a. **Amount of leave:** Vacation Leave for 12 month employees is determined by the employee's combined years of service with the School District and BAMS under a contract for nine (9) months or longer. The rate of leave credited is based on the most recent period of continuous and creditable service and is referenced to the first date of employment for this period of service. Rates of credit shall change, as applicable, at the end of the calendar month after attainment of the number of years specified below.

Up to 5 years of service—13 days per year  
5 to 10 years of service—16 ¼ days per year  
10 or more years of service—19 ½ days per year

- b. **Advance Notice:** Requests for vacation leave must have prior approval from the immediate supervisor and should be planned in advance so that normal operations are not disrupted.
- c. **Continuity:** Any service break of more than three (3) days without leave will break continuity and the employee must start back at zero (0) years if re-employed. This section does not apply to those employees placed on the displaced list or those employees subject to lay-off by action of the BAMS Board.
- d. **Accrued Vacation Leave:** Vacation leave earned during the pay period shall be credited to the employee on the last day of that pay period.
  - (i) **Leave of Absence:** Vacation leave shall not accrue during any leave of absence; however, the employee will retain any accumulated vacation.

- (ii) **Status Change:** Any employee whose status changed from twelve (12) months to a lesser time for which vacation leave is not accrued may:
  - (a) Elect to be paid for accrued vacation leave at the time of change; or
  - (b) Elect to have the accrued vacation leave credited/retained for the future pay purposes; or
  - (c) Be paid for accrued vacation leave at the time of termination or death.

**e. Rate & Method of Payment for Unused Vacation Leave:**

- (i) For currently active employees, the rate of payment shall be the daily rate of pay of the employee at the time of termination, or, if the employee is on leave, the daily rate of pay the employee would have been earning if he/she, at the effective date of termination of the leave, had actually been serving in the position from which leave was granted; however, experience credit will not be awarded for leave of time, unless otherwise provided by BAMS Board policy or other Board action.
- (ii) Payment for unused vacation leave shall be made to the employee at the time of termination of employment, or to the employee's beneficiary or estate at the time of the employee's death, or as otherwise provided by law.

- e. Maximum Carry-over and Payment:** In no case shall an employee carry forward to the next calendar year more than forty (40) days of vacation time. An employee shall not be paid for more than forty (40) days at the time of retirement, resignation, or termination—nor shall an employee be paid for any accumulated vacation time in excess of forty (40) days at the end of any calendar year.

**E. LEAVE WITHOUT PAY**

1. **Unpaid Personal Leave:** Absence beyond accumulated sick/personal leave shall be processed as Unpaid Personal Leave.
  - a. **Personal Responsibilities:** Employees should examine their personal responsibilities before accepting employment responsibilities, in order to determine if excessive requests for unpaid personal leave will be made.
    - (i) Employees are expected to give priority to their responsibilities and to request unpaid personal leave only under necessary circumstance.
    - (ii) All requests for unpaid personal leave must be approved by the employee's immediate supervisor before being submitted to the School Director.
  2. **Medical Leave:** Employees may be granted up to twelve (12) months unpaid medical leave for illness or injury of themselves or members of their household.
    - a. **Unusual Circumstances:** The BAMS Board may grant an employee an additional twelve (12) months of unpaid medical leave in cases involving unusual medical problems.
    - b. **Physician's Statement:** A statement of medical justification from a licensed physician must accompany the application for leave and a statement from a licensed physician indicating fitness to return to duty will also be required for reinstatement from leave.
    - c. **Exhausted Sick/Personal Leave:** An employee who has exhausted all sick/personal leave may be carried one day-to-day personal leave without pay for only one (1) month following the month that sick leave is exhausted.
    - d. **Automatic Medical Leave:** After the end of one (1) month after all sick/personal leave has been used, the employee will be placed on automatic medical leave by the BAMS Board, unless a request for some other personnel action is made by the employee and approved by the School Director and the BAMS Board.
    - e. **Notice of Return from Medical Leave:** Employees returning from a medical leave of more than forty-five (45) days must notify the School Director at least thirty (30) days in advance of the date they plan to return, and shall have the right to return to the same or equivalent position.
3. **Parental Leave:** A parental leave of absence may be granted to any employee for up to twelve (12) months for the purpose of child-rearing, commencing at the birth of a child or the date of adoption of a child.

- a. **Child-Birth Leave:** Child-birth shall be treated as an illness. Accumulated Sick/Personal Leave may be used during pregnancy and may be used following the birth of a child until such time as the employee and child are released by their physician(s).
  - b. **Adoption Leave:** Employees may use no more than ten (10) days of accrued Sick/Personal Leave for adoption purposes.
  - c. **Medical Leave:** If an employee has exhausted sick/personal leave or does not wish to use such leave for child birth or adoption, the employee may be granted medical leave.
  - d. **Returning from Parental Leave:** Employee shall have the right to return to the same or equivalent positions, and shall notify the School Director at least thirty (30) days in advance of the date they plan to return to employment.
- 4. **Public Office Leave:** Upon annual application, employees may be granted a leave of absence without pay up to six (6) years of service in the public office. Upon return from such leave, the employee shall be offered a position at BAMS for which the employee is certified and qualified.
  - 5. **Military Leave:** Unpaid military leave will be granted to the employees who are required to serve in the armed forces of the United States or the State of Florida, as required by law. (Also, please see Policy D. 1. for Temporary Duty Assignment for Military Leave.)
- a. **Volunteer Duty:** Leave shall be granted to any employee volunteering or being recalled for military duty.
  - b. **Re-employment:** At the termination of military duty, employees must make application for re-employment within six (6) months following the date of discharge or release from active duty.
  - c. **Reassignment:** The BAMS Board shall have a period not to exceed six (6) months to reassign the employee to duty in the school.
  - 6. **Professional Leave:** Up to one (1) year of Professional Leave may be granted to administrative and instructional personnel. Such leave may be granted for the purpose of engaging in full-time activities which will result in the employee's professional development or advancement.
  - 7. **Family and Medical Leave:** Federal and State Laws and State Board of Education Rules fix the responsibility of the employer with regard to compliance with the Family and Medical Leave Act of 1993. The School District publication, FAMILY AND MEDICAL LEAVE PROCEDURES, shall constitute the BAMS Board rules for the administration of the Family and Medical Leave Policy. Provisions of the FAMILY AND MEDICAL LEAVE PROCEDURES may be waived or revised by action of the BAMS Board, provided such action is not in conflict with Federal or State Statutes or SBE Rules.

### EDUCATION STANDARDS COMMISSION

#### **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 to teach 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.

Specific Authority 229.053(1), 231.546(2)(b) FS. Law Implemented 231.546(2)(b) FS. History - New 3-24-65, Amended 8-9-69, Repromulgated 12-5-74, Amended 8-12-81, 7-6-82, Formerly 6B-1.01.

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#### **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.

1. BAMS Board of Directors reserves the right to change, delete, or amend any statement made in this handbook unilaterally and without notice. 2. BAMS is an equal opportunity employer. BAMS is committed to treat applicants and employees equally regardless of such considerations as race, color, religion, sex, national origin, age, disability, citizenship status, marital status or any other reason prohibited by law. 3. This handbook is not an employment contract, nor is it a guarantee of any rights, benefits or entitlement to the same.

(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.

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- (f) Shall not use coercive means or promise special treatment to influence professional judgments 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 for the Education Profession in Florida and other applicable Florida Statutes and State Board of Education Rules.
- (m) Shall self-report within forty-eight (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 Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of Sections 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 Section 1012.795(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 Section 1012.795(1), Florida Statutes.
- (p) Shall comply with the conditions of an order of the Education Practices Commission.
- (q) Shall, as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.

Specific Authority 229.053(1), 231.546(2)(b) FS. Law Implemented 231.546(2), 231.28 FS. History - New 7-6-82, Amended 12-20-83, Formerly 6B-1.06, Amended 8-10-92, 12-29-98.

## **SAFETY HANDBOOK**

### **Emergency Numbers:**

Ambulance: 911  
 Hospital: 687-1100  
 Police: 533-0344  
 Fire: 965-5529

### **SAFETY COMMITTEE**

The Safety Committee will meet quarterly to identify and correct any safety concerns. Please notify the principal of a safety concern immediately so that they can fix it. The Safety Committee is comprised of at least the principal, secretary, and a designated teacher.

### **WEAR YOUR PERSONAL PROTECTIVE EQUIPMENT:**

If you are not wearing your employer-supplied or employer-required personal protective equipment and you are involved in a work-related accident, your workers' compensation benefits could be substantially reduced.

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This reduction in benefits is authorized by the state in accordance with Florida's Workers' Compensation Statute 440.09 (5).

#### **LIFTING THE EASY WAY:**

1. Never lift beyond your strength. Get help.
2. Always crouch down to what you are going to lift. Don't bend down to the load.
3. Get a good footing. Place your feet comfortably apart.
4. Keep your arms straight and your back as nearly straight up and down as possible.
5. Lift gradually. Don't jerk upward.
6. Avoid twisting motions by shifting the position of your feet.
7. Lift by standing up or pushing up with your leg muscles. This takes the strain off your back muscles.
8. If you've completed these steps and find you cannot lift the load, get help.
9. To put down a load, generally reverse the above methods.

If you don't follow these safety-lifting rules, you may severely injure yourself.

#### **SAFETY RULES:**

1. Follow instructions. Don't take chances. If you don't know, ask.
2. Correct or report unsafe conditions.
3. Help keep everything clean and orderly.
4. Use the right tools and equipment for the job, and use them safely.
5. Report all injuries. Get first aid promptly.
6. Use, adjust and repair equipment only when authorized.
7. Use prescribed protective equipment and keep it in good condition. Wear safe clothing.
8. Don't engage in horseplay. Avoid distracting others.
9. When lifting, bend your knees. Get help for heavy loads.
10. Comply with all safety rules and signs.

**NOTICE-----This is a drug-free workplace. (Drug abusers need not apply.)**

#### **CLIMBING SAFETY:**

Always maintain 3-point contact when climbing in and out of a vehicle. The 3-point contact rule also applies when climbing up and down a ladder or on and off an elevated platform.

#### **BUCKLE-UP!**

If you are not wearing a seatbelt and you are involved in a work-related automobile accident, your workers' compensation benefits can be substantially reduced. This reduction in benefits is supported by the state seatbelt law in accordance with Florida's workers' compensation Statute 440.09 (5).

#### **IN CASE OF AN ACCIDENT:**

1. Render immediate first aid.
2. Designate someone to take the injured person to a hospital emergency room or doctor, if necessary.
3. Call an ambulance or emergency squad, if necessary.
4. Report the injury to the main office, so that a First Report of Injury can be filed.
5. Repair or remove the accident's cause.
6. Complete a supervisor's investigation report form. One copy is to be filed at the main office; the other copy is to be retained in the field

### **DRUG FREE WORKPLACE**

In compliance with the Drug-Free Workplace Act of 1988, BAMS publishes an annual statement notifying employees that unlawful possession, use, or distribution of illicit drugs and alcohol by employees is prohibited. This includes any school-related activities away from or on BAMS premises.

Any employee violating the policy shall be immediately suspended by the principal and the principal is hereby directed to report any violation to the board for further action, which could result in termination of employment.

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Failure by any employee to report a known violation of this policy will constitute an act of insubordination and willful neglect of duty. Employees need to be aware that compliance with this policy is mandatory and violators will be referred for prosecution.

BAMS will provide employees with information on assistance programs if needed.

## **\* Read Attached Workplace Safety Program\***

### **ACKNOWLEDGEMENT OF RECEIPT OF BAMS EMPLOYEE HANDBOOK, SAFETY HANDBOOK and WORKPLACE SAFETY PROGRAM**

I \_\_\_\_\_, have received and read the Berkley Accelerated Middle School **Employee Handbook**. I understand that this handbook does not constitute an employment contract.

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Employee

Date

I \_\_\_\_\_, have received and read the **Berkley Accelerated Middle School Safety Handbook and Workplace Safety Program**.

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Employee

Date

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