

No Changes

11-20-24

Nicki Mugh  
Nicole Lindsey  
CGR

## ARTICLE XI

### EMPLOYEE PROTECTION

#### XI.1 ASSAULT AND/OR BATTERY

- A. Any case of assault and/or battery upon an employee occurring in the course of the employee's performance of his/her duty shall be promptly reported to the appropriate manager/supervisor. Time lost due to recuperation, as verified by District approved physician, shall result in no loss of pay, time or benefits if approved by the Board.
- B. The District will advise the employee of his/her specific rights and obligations with respect to such assault and/or battery and will advise and assist the employee in connection with the handling of the incident by law enforcement and judicial authorities.
- C. Bus Operators shall be provided with standardized student referral forms for the purpose of making referrals to the appropriate administrative personnel. When such a referral is made, the employee shall receive a copy of the completed disciplinary referral noting any appropriate action taken.
- D. Any student striking or physically threatening an employee shall be subject to expulsion. Provisions of this Section in regard to ESE students shall be consistent with District ESE policies and procedures.

#### XI.2 EMPLOYEE RIGHTS

- A. Time lost due to court appearances or meetings related to an incident covered by this article at Board request shall result in no loss of pay or benefits.
- B. Employees who are called upon to provide testimony, affidavits or otherwise be involved in defense of the District may be advised by School District attorneys and/or Union Representatives upon request of the employee.
- C. Except in case of damage due to employee negligence, eyeglasses which are damaged or destroyed in restraining of students or as a result of a student attack during the employee's performance of School Board duties shall be replaced or repaired by the District.
- D. Employees shall be notified of their right to Union representation before commencing any interview in the presence of District personnel. (i.e. interrogatory or disciplinary).
- E. The District shall annually inform employees of the provisions of the District's Drug Free Workplace Policy.
- F. Employees in this bargaining unit are valuable partners in the School District and as such shall be treated with respect and dignity. No adverse comments shall be made to

NM  
CG

any employee in the presence of other District employees, students, parents or other visitors.

- G. Employees shall be free to exercise normal citizenship rights including political activity and union participation or non-participation. Employees should refrain from active political and/or union activities during assigned work time.
- H. Fitness for Duty Exam
1. Prior to requiring a Fitness for Duty exam, the District shall counsel the employee to assist in determining the necessity of the exam, unless there is an immediate health or safety risk to the employee or another person.
  2. If the District determines that a Fitness for Duty exam (either medical or psychological) in accordance with Florida Statutes is required, the employee shall be placed on administrative leave with pay until the Fitness for Duty exam can be completed.
  3. The District shall provide the employee with a list of doctors from which he/she may choose to do the examination. The District shall pay the full cost of the Fitness for Duty exam. If the employee does not agree with the findings of the Board's physicians, he/she will have the right to submit to the Board the results of a medical examination by his/her own physician, qualified to treat the condition for which the Fitness for Duty exam was required, at the employee's expense.
  4. At completion of the exam, a meeting will be held with the employee to report the outcome of the exam and determine next steps.