



ARTICLE III – UNION RIGHTS

SECTION A - Implementation

- 1.—15. SAME
16. The Union President or his/her designee shall serve as a member of the District's Substitute Task Force which shall explore ways to recruit and retain qualified substitutes.

ARTICLE VII – WORKING CONDITIONS

SECTION D - Layoff Procedure

1. SAME
2. In case of staff reduction at a worksite, volunteers for layoff will first be sought from among the affected SRP. In the event the number of volunteers is not sufficient, the SRP with the least seniority in the district among those assigned to the worksite at which the reduction must occur within the area of assignment affected shall be laid off first. "Area of assignment" shall mean specific job title. ~~Should it become necessary to reduce the number of Bus Driver/Paraprofessionals at an alternative school for disruptive students, the school principal after receiving recommendations from the staff relative to program needs and needs of students, will determine the SRP to be laid off.~~ SRP selected for layoff and the Union shall be given notice of the layoff and the reason therefore in writing.
- 3—7. SAME

SECTION E - Recall Procedure

1. SAME
2. Recall lists by job title shall be maintained districtwide and positions shall be offered regardless of where they occur in the district, except that no school or department shall be required to fill more than fifty percent (50%) of its vacant positions by job title from recall lists unless no other vacant positions are available within the district. For the purpose of recall, the Board and Union agree that paraprofessionals and instructional assistants in a specific area of assignment will be considered as one group. {Example: Paraprofessional (ESE) and Instructional Assistant (ESE) will be considered as one area of assignment.} Effective with the start of the 2006/2007 school year, only Instructional Assistants may be recalled to those positions at Title I schools which require the educational credential specified by the Elementary and Secondary Education Act. At an alternative school for disruptive students, the principal, after interviewing an employee on a recall list in which the school has a vacancy, may decline to hire the employee. When an SRP who is on the recall list is offered a position at an alternative school for disruptive students, he/she shall have the rights to turn down the position and shall retain his/her current place on the recall list. If the SRP turns down a position at an alternative school for disruptive students, he/she shall retain his/her current position on the recall list but will no longer be offered positions at other alternative schools for disruptive students. An employee on a Bus Driver/Paraprofessional recall list will be granted preference in hiring over outside applicants for district positions for which he/she possesses required qualifications provided that no recall lists exist for these positions and there are no laws or regulations which would bar this procedure. A Bus Driver/Paraprofessional who wishes to claim this preference must notify the worksite supervisor and the District Human Resources Office in writing of his/her intentions at the time of application for an advertised vacancy. Failure to make this notification will bar relief through the grievance process in the event preference is not granted. The Union shall be notified of all SRP on the recall list, in order of recall. This list shall be updated whenever there is a change in the SRP sequential recall order.
- 3—10. SAME

SECTION I - Work Day/Work Year

1. Each SRP shall be granted at least a thirty (30) minute duty-free non-paid lunch period. However, at an alternative school for disruptive students, the thirty (30) minute lunch period for ~~Bus Driver/Paraprofessionals~~ Instructional Assistants/Paraprofessionals may not be duty-free and shall be included within their eight (8) hour workday. An SRP who does not receive a paid lunch period shall be permitted to leave the worksite during his/her lunch period.
2. Paid Relief Periods/Breaks
 - a) Paid relief/break periods are intended to provide relief from the work schedule so as to reduce employee fatigue and to allow SRP to attend to personal needs. As such, paid relief/break periods should not be taken at either the start or end of the workday. The worksite supervisor shall designate the relief period for each SRP.
 - b) SRP who work six (6) to eight (8) hours a day shall be granted two (2) fifteen (15) minute relief periods during the workday, and SRP who work less than six (6) hours, but at least three (3) hours a day shall be granted one (1) fifteen (15) minute relief period during the workday. However, at an alternative school for disruptive students, the ~~Bus Driver/Paraprofessional~~ Instructional Assistants/Paraprofessionals shall be granted at least thirty (30) minutes of relief/break time.
 - c) When the Board implements four (4) day workweeks, SRP shall be granted the same number of relief period minutes weekly as they would receive during a five (5) day workweek. Such relief period minutes shall be divided equally among the number of days of the four (4) day workweek.
 - d) Bus Drivers/Transportation Assistants
The Board will make every effort to ensure that bus drivers and transportation assistants who work six (6) or more hours per day receive thirty (30) minutes of paid relief/break time each day: fifteen (15) minute relief/ break period in the morning shift and fifteen (15) minute relief/break period in the afternoon shift. However, some schedules may reflect the thirty (30) minute paid relief/break time in a minimum of ten (10) minute increments. In the event circumstances prevent bus drivers and/or transportation assistants from receiving guaranteed paid relief/breaks on any given day, the affected SRP shall submit an exception to daily schedule (EDS) form to his/her supervisor and will receive pay for the corresponding amount of unreceived relief/break time. In such cases, the SRP will not be required to work or be present at the worksite to receive compensation for this time. When an SRP repeatedly submits exceptions to daily schedules, the Board shall review the transportation route and adjust the schedule to provide relief/break periods when possible, and if not possible, adjust the route for compensation purposes to show the additional pay for unreceived relief/break time.

- 3—11 SAME

SECTION N - Student Discipline

1. A Discipline Committee shall exist at each school site as a vehicle for all staff to offer constructive recommendations to enhance school-wide behavior. SRP will be encouraged to participate as members of the committee.
2. While on duty, SRP have a general responsibility for assisting to maintain student control. The Board recognizes its responsibility to give support and assistance to SRP in maintaining appropriate discipline free from disobedient, disrespectful, violent, abusive, uncontrollable, and disruptive students.
3. If, in the opinion of an SRP, a student is disrupting regular activities, he/she may report the action to the teacher responsible for the student. After reporting the student's action to the teacher and consulting with the teacher, either the teacher or the SRP may submit a written report of the incident to the worksite supervisor using the form which is appropriate for this purpose and may submit a recommended course of action which the principal shall fully consider when making a decision regarding disciplinary action. In the event there is no teacher responsible for the student at the time the incident occurs or the SRP is unable to identify the teacher responsible, the SRP may submit a written report of the incident to the worksite supervisor using the form which is appropriate for this purpose and may submit a recommended course of action which the principal shall consider when making a decision regarding disciplinary action. Communication of the administration's pending or final action shall be provided to the SRP as soon as possible, but no more than five (5)

days from the date of the appropriate form being submitted. The employee copy of the form will be returned to the employee who submitted the form when action is completed.

4. If, in the opinion of a transportation employee, a student is disrupting regular operation of a bus, the transportation employee may submit a written report of the incident to the principal using the form which is appropriate for this purpose and may submit a recommended course of action which the principal shall fully consider when making a decision regarding disciplinary action. In accordance with State Statute 1003.31, the Board, the Superintendent, and each principal shall fully support the authority of school bus drivers to remove disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students from the school bus. Communication of the administration's pending or final action shall be provided to the SRP as soon as possible, but no more than five (5) days from the date of the appropriate form being submitted. The employee copy of the form will be returned to the employee who submitted the form when action is completed.
5. The Board, Superintendent, and principal shall support SRP in their efforts to follow and enforce the Student Code of Conduct.
 - a) Within the first two (2) weeks of the beginning of each school year, each SRP who is employed in a position which has responsibilities for the supervision of students will be provided with a copy and explanation of the Code of Student Conduct or of the appropriate section(s) of the Code of Student Conduct as may be applicable to the SRP's position. SRP will have all the rights and responsibilities regarding student discipline as specified in the Code.
 - b) Each Bus Driver ~~and Alternative School Bus Driver/Paraprofessional~~ will be provided with a copy and explanation of Florida Statutes 1006.09, 1006.10, and 1006.11.
 - c) Each SRP who is employed in a position which has responsibilities for the supervision of students will be provided with a copy and explanation of Florida Statute 1006.11.
 - d) Should it become necessary for an SRP to use reasonable force to maintain order, the SRP shall follow the guidelines as provided in the Code of Student Conduct.
6. The Union president or his/her designee will serve as a member of the District Student Code of Conduct Committee and will be responsible for recommending to the Chairperson the SRP bargaining unit member to serve on the committee. The Chairperson of this committee will provide members of this committee with an agenda prior to the meeting date.
7. The Union president or his/her designee will serve as a member of the Superintendent's Task Force on Discipline.

SECTION T - Miscellaneous

1. The SRP are essential persons in the educational process and shall be treated with dignity and respect and provided working conditions that protect and promote their safety and health. The professional welfare of SRP shall also be of concern to the Board to the extent such concern is consistent with the Board's primary organizational objectives.

- a) Within the context of an appropriate setting, SRP shall be encouraged to provide input and suggestions in matters pertaining to their job duties. The Board shall consider input and suggestions by SRP and provide feedback. Further the Board will make an effort to ensure SRP have access to district communications through the district's network.
- b) Insofar as SRP are involved in disciplinary matters concerning students, administrators shall support SRP in disciplinary matters in a manner consistent with the facts of each incident, the disciplinary record of the student involved, the provisions of the Code of Student Conduct, and any other factors which have a bearing on the matter under consideration.
- c) When implementing programmatic change, the Board shall make a conscientious effort to provide an explanation of the change to affected SRP. Furthermore, the Board shall consider SRP who are impacted by or expected to implement programmatic change when developing and providing applicable staff development training opportunities.
- d) When programmatic change will result in the elimination of SRP positions, the Board shall provide an explanation of the change to the Union and affected SRP as soon as reasonably possible. In such instances, the Board shall meet with the Union to discuss the impact of such changes and any assistance that may be available to the affected SRP.

2—13. SAME

~~14. At an alternative school for disruptive students, assignment of Bus Drivers/Paraprofessionals to bus routes shall be at the discretion of the principal based upon the needs of the students and the program(s) provided by the school.~~

~~15.~~ 14. Renumber subsequent sections.

ARTICLE VIII – LEAVES OF ABSENCE

SECTION B - Paid Leaves

1.-6. SAME

7. Sabbatical Leave

Subject to the following conditions, an SRP with seven (7) or more years of satisfactory continuous service in the District School Board of Pasco County may be granted a Sabbatical Leave of absence for a period not to exceed one (1) year for the purpose of completing a bachelor's or master's degree:

- a) SAME
- b) SAME
- c) To be eligible, an SRP must be enrolled in a bachelor's or master's degree program of a college or university approved by a regional accrediting association such as the Southern Association of Colleges and Schools (SACS), intend to take a full academic load or enroll in his/her final education internship, and have completed enough of the required work to be eligible to complete the degree or the final education internship during the sabbatical period. Correspondence study, even if it satisfies the conditions stated above, shall not qualify for this leave. If all work for the degree or the final education internship is not completed prior to the first workday of his/her employee classification after the expiration of the Sabbatical Leave or if the SRP requests termination of the leave prior to the agreed-upon date, the SRP shall reimburse the Board within one (1) year of the expiration or termination of the Sabbatical Leave for the full amount of the leave plus eight percent (8%) interest. At the expiration of the leave and prior to returning to work, the SRP must present written documentation to verify that the above conditions have been satisfied. In the event all conditions have not been met, the SRP shall waive the right to return to the position held prior to applying for leave and shall be terminated from employment at the expiration of the leave.

d-i) SAME

8. SAME

SECTION C- UNPAID LEAVES

1.-2. SAME

3. Education Leave

a) Upon request, an SRP with two (2) or more continuous years of service in the district may be granted a leave of absence without pay for a period not to exceed one (1) year for the purpose of furthering his/her formal education under the following conditions:

- 1) the SRP must complete at least fifteen (15) credit hours each semester or the equivalent number of credit hours each quarter or the equivalent technical or trade credit while on leave;
- 2) the SRP must be enrolled as a degree-seeking student or equivalent technical or trade certification;
- 3) the SRP must attend a college or university accredited by a regional accrediting association or, in the case of a trade or technical school, an equivalent crediting association.

Completion of a final education internship will be considered the equivalent of completing fifteen (15) credit hours for the purpose of satisfying the education leave requirements outlined above. Correspondence study, even if it satisfies the conditions stated above, shall not qualify for this leave. In the case of an SRP attending a trade or technical school, the program in which the SRP is enrolled must be one which, in the judgment of the Board, is perceived to be of benefit to the district. At the expiration of the leave and prior to returning to work, the SRP must present written documentation to verify that the above conditions have been satisfied. In the event all conditions have not been

met, the SRP shall waive the right to return to the position held prior to applying for leave and shall be terminated from employment at the expiration of the leave. Such leave shall not be granted more than once in any five (5) year period.

b) The SRP's position will be held for a period not to exceed one (1) year.

4.-8. SAME

ARTICLE XI – SALARY AND SCHOOL RELATED PERSONNEL WELFARE

Section A – Salary Schedule and Remunerations

1. The regular salary schedules, attached as Addendum A, shall be adhered to for all SRP for the ~~2008-2009~~ 2009-2010 school year.

2. Through 11. – **SAME**

Section B – Fringe Benefits

1. The Board agrees to contribute ~~at~~ an annual rate of no more than ~~\$\$5,132.07~~ \$5799.29 toward the cost of the benefits package for the ~~2009-2010~~ 2010-2011 insurance plan year. An alternative Health Opt-Out program will be provided for bargaining unit members who declare that they have health coverage through another provider and who do not choose one of the Board-approved health insurance plans. The amount paid to opt-out program participants will be \$1,200.00 per year.

2. through 7. – **SAME**

Section C through J - **SAME**

ARTICLE XIII -- DURATION

1. This Agreement shall remain in full force and effect until midnight, June 30, ~~2011~~ 2012, and shall be renewed automatically from year to year thereafter unless written notice to modify or amend is given by either party at least ninety (90) days before the aforementioned expiration date. In the event such notice is given, negotiations shall commence within a reasonable time after notification.

2. **SAME**

3. This Agreement may be reopened for the ~~2009-2010~~ 2010-2011 school year and each subsequent school year on Article XI, Addendum A, salaries, items affected by legislation, mutual consent of both parties, and all currently established Memorandums of Understanding. The Union and the Board may each select a total of three (3) additional items to reopen for negotiations.

4. **SAME**

ADDENDUM A – RULES GOVERNING THE SALARY SCHEDULE

1 - 3 **SAME**

4 Pay dates for the ~~2009-2010~~ 2010-2011 school year and the number of salary warrants will be negotiated during the ~~2009-2010~~ 2010-2011 negotiations.

5 - 7 **SAME**

8. Upon Union request, step increases for the ~~2009-2010~~ 2010-2011 school year shall be withheld to allow restructuring of the salary schedules.

9 - 12. **SAME**

Service Factor

1 - 3 **SAME**

4. As per the ~~2008-2009~~ 2009-2010 SRP Economic Proposal, the Longevity and Service Factor will continue to be paid at the 2007-2008 rates and levels. SRP entitled to Longevity and Service Factor payments during the ~~2007-2008~~ 2008-2009 school year and who are eligible for a year of service credit for the ~~2007-2008~~ 2008-2009 school year will be entitled to a year of service credit for the ~~2007-2008~~ 2008-2009 school year but will not be entitled to the incremental increase in Service Factor compensation for that year of service credit. No SRP will be eligible for Service Factor or Longevity payments for the first time during the ~~2008-2009~~ 2009-2010 school year.

SRP ECONOMIC PROPOSAL

Due to the second year of severe financial crisis in the State of Florida, education funding for all school districts continues to suffer. In addition, most school districts, including Pasco County, face fewer student enrollments than projected, thus further exacerbating funding shortfalls. Federal stimulus dollars, which are non recurring funds, were included in the State education funding formulas. Such stimulus funds are not guaranteed beyond the 2010-2011 school year, and the amount of these funds for the 2010-2011 school year are not known.

Therefore, in light of these unprecedented financial circumstances, the District and Union, after months of discussions and negotiations, have agreed to the following economic components in an effort to preserve jobs and benefits.

1. **Salaries**

a) Salary Schedules

1) For 2009-2010 SRP will be paid at the 2008-2009 salary levels. Salary schedules will be adjusted to reflect that eligible SRP receive a year of experience credit; however, salary schedule steps will reflect annual compensation at 2008-2009 levels.

2) The Longevity and Service Factor will continue to be paid at the 2008-2009 rates and levels. SRP entitled to Longevity and Service Factor payments during the 2008-2009 school year and who are eligible for a year of service credit for the 2008-2009 school year will be entitled to a year of service credit for the 2008-2009 school year but will not be entitled to the incremental increase in Service Factor compensation for that year of service credit. No SRP will become eligible for Service Factor or Longevity payments for the first time during the 2008-2009 or 2009-2010 school years.

b) Supplement Schedule amounts and differentials will remain the same as 2008-2009, with the following addition:

Paraprofessional/Instructional Assistant (Pre-Kindergarten) – \$.53 per hour for a Child Development Associate (CDA) or equivalent credential.

c) The intent of this proposal is to maintain SRP salaries at 2008-2009 salary levels. Should there be any deviations from this premise during implementation, the Board and the Union are authorized to correct these deviations. In addition, should the District's budgetary status improve during the 2009-2010 school year, the Board and the Union agree to meet to examine the possibility of compensation improvement.

d) Stabilization Supplement

The District will provide a lump sum "stabilization" supplement to all SRP for the 2009-2010 year.

The stabilization supplement will be calculated using the following formula: The hourly rate identified below multiplied by the total number of hours in the SRP's regular work year. The number of hours used to calculate the stabilization supplement will be the number of hours an SRP is scheduled to work on November 2, 2009.

1) SRP with 1 through 5 years of credited service: \$0.26

2) SRP with 6 through 10 years of credited service: \$0.31

3) SRP with 11 or more years of credited service: \$0.36

To be eligible to receive the stabilization supplement the SRP must be employed by the District School Board of Pasco County (DSBPC) during the 2009-2010 school year in an SRP position.

For SRP employed in a paid status on November 2, 2009, the stabilization supplement will be paid on December 18, 2009.

SRP temporarily employed on November 2, 2009, will qualify based on working one (1) day more than half of the regular work year for that original position.

SRP hired on or after November 3, 2009, will not receive the stabilization supplement.

SRP on extended unpaid leave on November 2, 2009, will receive the stabilization supplement provided such SRP return to work, and are in a paid status for at least one (1) more day than the regular work year for the position. The stabilization supplement for these SRP will be paid on the SRP's last pay date for the 2009-2010 school year.

2. **Fingerprint Retention Fees:** The Board will continue to pay fingerprint retention fees for SRP, estimated to be \$39,600 for the 2009-2010 school year.

3. **Budgetary Committee:** The Superintendent and Union President will mutually determine whether to continue the Budgetary Committee for the 2009-2010 school year. In the event, the Budgetary Committee is continued, the Superintendent and Union President will mutually agree to how the committee will function and membership selection.
4. **Early Retirement Incentives:** The Board and Union agree to continue meeting during the 2009-2010 year to explore early retirement incentives. The parties are authorized to implement early retirement incentives for which there are mutual agreement.
5. **Fringe Benefits:** The Board agrees to contribute \$5,799.29 (an increase of \$667.22) per eligible employee toward the cost of the health insurance benefit package for the 2010 insurance plan year. The Board's contribution will be used to pay those premiums associated with the fully-insured benefits contained in the health insurance benefit package, to pay all claims incurred and associated with the self-insured benefits contained in the health insurance benefit package, and to fund an insurance reserve account for the self-insured benefits contained in the health insurance benefit package. Should there be any surplus once the District has set aside funds to pay all fully insured premiums, all self-insured incurred claims, and funded the insurance reserve account to the level specified by the District's actuary, then such surplus will be applied to the insurance costs for the 2011 plan year. In addition, the alternative "opt-out" program shall be provided to bargaining unit members with existing coverage who do not choose one of the Board-approved health insurance plans. The amount of this "opt-out" will be \$1,200.

MEMORANDUMS OF UNDERSTANDING

DIFFERENTIATED ACCOUNTABILITY PROGRAM

In an attempt to bring uniformity and consistency to Florida's accountability process, the state Legislature codified the Federal "Differentiated Accountability Program" during the 2009 legislative session. This program intends that all schools, regardless of Title I status, receive adequate monitoring and support.

The implications and potential changes associated with this program may be significant; therefore, the Board and Union agree to meet early in the 2009-2010 school year to review and discuss the implementation of the various components of this program.

DRESS CODE FOR TRAN DEPT (BUS DRIVER, RELIEF BUS DRIVER, TRANSPORTATION ASSISTANT), FACILITY AND MAINTENANCE SERVICES DEPT (AIR CONDITIONING SPECIALIST, MAINTENANCE I, IA, IAA, II, III, IV), DISTRIBUTION SERVICES (COURIER, DISTRIBUTION AND MATERIALS HANDLERS, RECORDS AND MATERIALS HANDLER)

Official Uniform (Voluntary)

- Navy blue slacks or skirt
- White shirt with collar (long or short sleeves)
- County patch on left shoulder
- Black shoes
- Black Belt
- Uniform shirt and pants through district approved uniform provider
- Shoes/footwear appropriate for the position/assignment
- Acceptable Articles of Dress (*SAME*)
- Unacceptable Articles of Dress (*SAME*)

EDUCATIONAL PARAPROFESSIONALS/INSTRUCTIONAL ASSISTANTS AND OTHER ELIGIBLE SRP CAREER DEVELOPMENT PROGRAM

The Board and the Union agree to continue the committee to develop a program to assist classroom Paraprofessionals/Instructional Assistants and other eligible SRP with monetary assistance for those enrolled as degree-seeking students in a college of education. The committee will recommend the use of funds that are available for this purpose and establish eligibility criteria in accordance with grant or district guidelines. The committee will continue to meet throughout this school year. The committee will present the program to the Superintendent for his/her approval.

ELECTRONIC AVAILABILITY AND PRINTING OF AGREEMENT

The Board and Union agree for the ~~2008-2009~~ 2009- 2010 school year, following ratification, that all Agreements and addenda will be available on the Board's and Union's respective websites. The Board and Union ~~will~~ also agree to mutually determine ~~arrange for the printing of 2,000 number of copies of the Agreement to be printed.~~ Each party will pay one-half (1/2) the cost of printing the agreements, and the district will receive 500 copies of the printed Agreement with the union receiving the remaining 1,500 in order to provide a copy to SRP hired during the 2008-2009 school year. The parties shall also agree to the distribution, size, format, and cost of the copies.

This memorandum supersedes provisions relative to the printing and distribution of the Agreement found in Article III, Section A, paragraph 11 of the SRP Master Contract.

ELECTRONIC PERSONNEL DIRECTORY: updated year from 2008-2009 to 2009-2010

FEDERAL AND STATE LEGISLATION--SAME

FOOD AND NUTRITION SERVICES (FNS) ASSISTANTS LAYOFF AND RECALL PROCEDURES

- A. In an effort to preserve benefits for FNS employees, effective with allocation reductions for the 2009-2010 school year, the Board and the Union agree to apply Article VII, Section E, Recall Procedures, as follows:
 1. The terms "Area of Assignment" and "Job Classification" for FNS Assistants shall be designated as benefit earning (BE), working five (5) hours or more, or non-benefit earning (NBE), working less than five (5) hours, with separate recall lists.
 2. BE FNS assistants shall be recalled to BE positions. Such recall shall occur prior to recall for NBE positions. Once such BE positions are exhausted, those BE assistants remaining on recall shall be placed on the NBE recall list in the appropriate seniority order, and recall to NBE positions shall commence.
 3. If a BE position becomes available within forty-five (45) days following the date of recall, BE FNS assistants who have been recalled to a NBE position shall be offered, in seniority order, the BE position before such BE position is advertised or offered to BE's or NBE's still on recall.
- B. The Board and the Union agree to meet during the first semester of the 2009-2010 school year to review this Memorandum of Understanding and to make any necessary adjustments.

FOURTH OF JULY PAID HOLIDAY--SAME

INDOOR AIR/ENVIRONMENTAL QUALITY ISSUES -- SAME

JOB SHARING -- (SAME OTHER THAN BELOW)

Reasons for an SRP requesting to job share may include the following:

- a) Childcare.
- b) Medical condition of the SRP or immediate family member. Immediate family shall mean husband, wife, child, father, mother, brother, sister, or other close relative or member of his/her household.
- c) Advanced study leading toward a higher degree.
- d) College work leading toward certification in education.
- e) Other stated reasons

SRP approved for job sharing must agree to the following conditions of employment:

- a) Each SRP must work one-half (1/2) day of the benefit earning position. The schedule of duties and assignments shall be made by the principal/supervisor. Any changes must be approved by the principal/supervisor.
- b) Each SRP shall be credited with four (4) one-half (1/2) days of Sick Leave in proportion with the hours of the position, at the end of the first month of employment each year and shall earn one-half (1/2) day of Sick Leave each month thereafter. Sick Leave will be credited each pay period until the yearly allotment is reached. Each SRP shall be allowed up to six (6) one-half (1/2) days of personal leave. Such leave will not be cumulative and shall be deducted from accrued sick leave when used.
- c - k) SAME

MONITORING OF PRE-K STUDENTS ON BUS – (SAME OTHER THAN BELOW)

Beginning with the 2003-2004 school year, and continuing through this school year, all district pre-kindergarten students transported on district school buses will be transported in a specified Child Safety Restraint System and each bus transporting pre-kindergarten students will have a monitor on the bus.

NEW EMPLOYEE SALARY CORRECTIONS

As a result of negotiations for the 2008/2009 school year, the Board and the Union agreed to award all eligible employees with a year of service credit while continuing to pay teachers and SRP at 2007/2008 salary levels. All 2008/2009 salary schedules were adjusted to achieve this objective. In addition, the Board and the Union agreed to meet and discuss any unanticipated consequences that may have resulted from these salary schedule adjustments.

After ratification and implementation of the 2008/2009 salary schedules, it was discovered that the majority of teachers and SRP who were hired between January of 2008 and June of 2009, and who were awarded outside experience credit, had not had their salary schedule placement adjusted in accordance with the agreed upon salary schedules for the 2008/2009 school year and were overpaid for the 2008/2009 school year.

The Board and the Union met to discuss this discrepancy and have agreed to place all affected employees at the appropriate step on their respective salary schedules beginning July 1, 2009. The Board and the Union have also agreed not to seek overpayment collections from any employees affected by this particular overpayment. The Board will send notification to all affected employees by July 31, 2009, notifying them of the correction to their salary for the 2009/2010 school year and beyond. The Board will also provide the Union with a listing of affected employees prior to notification being sent to those employees.

NNB AND ADMINISTRATIVE SETTLEMENT REVIEW—SAME

REFINGERPRINTING, RETENTION OF FINGERPRINTS, AND FIVE (5) YEAR NATIONAL CHECK

Florida Statutes require retention of fingerprints for SRP in a Florida Department of Law Enforcement (FDLE) automated fingerprint identification system and a national check of the fingerprints every five (5) years. All SRP fingerprints submitted on or after July 1, 2004 have been entered into this system. SRP fingerprints submitted prior to July 1, 2004 cannot be entered into the system. Therefore, all current SRPs fingerprinted prior to July 1, 2004 must be refingerprinted. The refingerprinting must be completed prior to July 1, 2009. The statute states that the cost of the refingerprinting may be borne by the employee or employer.

The refingerprinting fee is currently \$47.00 per SRP. The fee includes a \$24.00 fee for a national records check and a \$6.00 fee for the first year of retention of the fingerprints by the FDLE. Thereafter, the retention fee, currently \$6.00 per employee, must be paid each year and the fee for the national records check, currently \$24.00 per employee, must be paid every five (5) years.

In order to comply with the law and provide a benefit to SRP, the Board and the Union agree to the following:

1. Beginning in the 2005-2006 school year, the Board will begin a four (4) year process of refingerprinting affected SRP with the intent of refingerprinting approximately twenty five percent (25%) of the group in each of the four (4) years.
 2. The Board will perform the refingerprinting at each school/worksite. Advance notice of the date(s) the refingerprinting will occur at each school/worksite will be provided and SRP will sign up for a time to be refingerprinted.
 3. SRP who are not available to be refingerprinted when the refingerprinting is performed at their school/worksite must make arrangements to be refingerprinted at another school/worksite or the district office during that school year. SRP who fail to be refingerprinted during the year in which they are designated to do so will pay the refingerprinting fee when they are refingerprinted.
 4. No release time will be given for refingerprinting for those employees who failed to be fingerprinted at their scheduled location.
 5. The Board will pay the refingerprinting fee.
 6. 1. The Board will pay the retention fee.
 7. 2. The Board will pay the fee for the five (5) year national check.
- The estimated cost for this school year is \$39,600, \$34,780. The fee structure as described is subject to change.

RESERVISTS CALLED TO ACTIVE MILITARY DUTY FOLLOWING THE SEPTEMBER 11, 2001, TERRORIST ATTACK--SAME

SCHOOL CHOICE PREFERENCE EMPLOYEE REQUEST- SAME

SCHOOL RELATED PERSONNEL EXTENDED SCHOOL YEAR PROGRAM--SUMMER OF 2009 (UPDATED FOR NEW YEAR)

SCHOOL RELATED PERSONNEL (SRP) OVERPAYMENT AND UNDERPAYMENTS SCHOOL RELATED PERSONNEL (SRP) OVERPAYMENTS AND UNDERPAYMENTS

During the 2007/2008 school year, the Florida Department of Education (FLDOE) required districts to begin reporting employees' years of service. In response to this new reporting requirement, the district conducted an internal audit of relevant employee records to ensure that the information being reported to the FLDOE was accurate. This internal audit identified seventeen (17) employee overpayments and twenty-six (26) employee underpayments. Recognizing that this is an unusual situation and that the SRP Master Contract and the Instructional Master Contract have different provisions relative to the underpayment and overpayment of employees, the Board and Union agree to resolve the underpayments and overpayments resulting from this specific employee record audit as follows:

Underpayments to SRP:

The Board agrees to pay these SRP the full amount of the documented underpayments and to place such SRP on the appropriate step of the applicable salary schedule effective with the start of the 2008/2009 school year.

Overpayments to SRP:

The Board agrees to limit the collection of overpayments to SRP to only those amounts overpaid during the 2006/2007 and the 2007/2008 school years and to place such SRP on the appropriate step of the applicable salary schedule effective with the start of the 2008/2009 school year. The SRP shall reimburse the Board the amount to be repaid on a basis mutually agreeable to the SRP and the Superintendent or designee. The said repayment period shall not extend beyond the oncoming fiscal year, which in this case means the end of the 2009-2010 school year (June 30, 2010).

It is understood by the Board and Union that this memorandum and procedure is to be applied only to this immediate, district-wide internal audit of SRP records. The Board and Union further agree that the provisions of this memorandum will supersede the overpayment and underpayment provisions of the SRP Master Contract, but that the provisions contained in the SRP Master Contract will be utilized for all other underpayments or overpayments.

SRP COMPENSATION COMMITTEE (UPDATED FOR THE NEW YEAR)

SRP RETIREE HEALTH OPT-OUT PROGRAM—(SAME OTHER THAN BELOW)

A retiree who fails to reenroll in the district-paid group health insurance plan in accordance with the timelines set forth in the above paragraph will remain in the Retiree Health Opt-Out Program until Medicare eligible or may elect to reenroll in the Board's retiree healthcare plan during the next regularly scheduled open enrollment for benefits to be effective January 1 of the following calendar year. January 1 following the next regularly scheduled district open enrollment period, whichever comes first.

TRANSPORTATION ISSUES—SAME

2008-2009 SRP JOB TITLES—SAME OTHER THAN BELOW

Early Head Start Home Services Worker	14B
Family Services Worker (Prekindergarten)	21B
Paraprofessional (Employment Assistant)	21B
Paraprofessional (Health PreKindergarten)	10B

2009-2010 SRP SALARY SCHEDULES

Schedule #	Year of Service													
	<u>1-3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>
SRP 02B	\$8.45	\$8.65	\$8.85	\$9.05	\$9.30	\$9.55	\$9.80	\$10.05	\$10.35	\$10.70	\$11.20	\$11.95	\$12.70	\$13.45
SRP 03B	\$8.45	\$8.65	\$8.85	\$9.05	\$9.25	\$9.45	\$9.65	\$9.85	\$10.05	\$10.25	\$10.45	\$10.65	\$10.90	\$11.15
SRP 04B	\$8.60	\$8.80	\$9.00	\$9.20	\$9.40	\$9.60	\$9.80	\$10.05	\$10.30	\$10.55	\$10.80	\$11.05	\$11.30	\$11.55
SRP 07B	\$9.60	\$9.80	\$10.00	\$10.20	\$10.40	\$10.60	\$10.80	\$11.00	\$11.20	\$11.40	\$11.60	\$11.80	\$12.00	\$12.20
SRP 08B	\$8.80	\$9.05	\$9.30	\$9.55	\$9.80	\$10.05	\$10.30	\$10.80	\$11.30	\$11.80	\$12.30	\$12.80	\$13.60	\$14.40
SRP 09B	\$9.80	\$10.05	\$10.30	\$10.55	\$10.80	\$11.05	\$11.30	\$11.55	\$11.80	\$12.05	\$12.30	\$12.65	\$13.15	\$13.80
SRP 10B	\$8.65	\$8.90	\$9.15	\$9.40	\$9.65	\$9.90	\$10.15	\$10.40	\$10.65	\$10.90	\$11.15	\$11.40	\$11.65	\$11.95
SRP 11B	\$10.80	\$11.05	\$11.30	\$11.55	\$11.80	\$12.05	\$12.30	\$12.70	\$13.20	\$13.70	\$14.20	\$14.70	\$15.45	\$16.35
SRP 12B	\$10.35	\$10.60	\$10.85	\$11.10	\$11.35	\$11.60	\$11.85	\$12.10	\$12.50	\$13.00	\$13.50	\$14.25	\$15.00	\$15.90
SRP 13B	\$11.85	\$12.20	\$12.55	\$12.90	\$13.25	\$13.60	\$13.95	\$14.30	\$14.65	\$15.40	\$16.00	\$16.75	\$17.50	\$18.45
SRP 14B	\$11.55	\$11.90	\$12.25	\$12.60	\$12.95	\$13.30	\$13.65	\$14.00	\$14.35	\$14.70	\$15.05	\$15.40	\$15.75	\$16.20
SRP 17B	\$9.80	\$10.05	\$10.30	\$10.55	\$10.80	\$11.05	\$11.30	\$11.55	\$11.80	\$12.05	\$12.45	\$12.85	\$13.35	\$13.85
SRP 18B	\$9.80	\$10.05	\$10.30	\$10.55	\$10.80	\$11.05	\$11.30	\$11.55	\$12.05	\$12.55	\$13.15	\$13.90	\$14.65	\$15.40
SRP19B	\$11.25	\$11.40	\$11.55	\$11.70	\$11.85	\$12.00	\$12.15	\$12.40	\$12.65	\$13.15	\$13.65	\$14.15	\$14.90	
SRP20B	\$10.95	\$11.15	\$11.35	\$11.55	\$11.75	\$11.95	\$12.20	\$12.45	\$12.70	\$12.95	\$13.20	\$13.45	\$13.70	\$13.95
SRP21B	\$9.85	\$10.10	\$10.35	\$10.60	\$10.85	\$11.10	\$11.35	\$11.60	\$11.85	\$12.10	\$12.35	\$12.60	\$13.10	\$13.65
SRP22B	\$10.65	\$10.90	\$11.15	\$11.40	\$11.65	\$11.90	\$12.15	\$12.40	\$12.65	\$13.15	\$13.65	\$14.15	\$14.65	\$15.40
SRP23B	\$14.55	\$14.90	\$15.25	\$15.60	\$15.95	\$16.30	\$16.65	\$17.00	\$17.35	\$17.70	\$18.05	\$18.40	\$18.75	\$19.20
SRP24B	\$12.05	\$12.30	\$12.55	\$12.80	\$13.05	\$13.30	\$13.55	\$13.80	\$14.05	\$14.30	\$14.55	\$14.80	\$15.10	\$15.50
SRP26B	\$8.45	\$8.65	\$8.85	\$9.05	\$9.25	\$9.45	\$9.65	\$9.85	\$10.05	\$10.25	\$10.45	\$10.70	\$10.95	\$11.15
SRP27B	\$9.05	\$9.30	\$9.55	\$9.80	\$10.05	\$10.30	\$10.55	\$10.80	\$11.05	\$11.30	\$11.55	\$11.80	\$12.25	\$12.75
SRP 28B	\$12.05	\$12.40	\$12.75	\$13.10	\$13.45	\$13.80	\$14.15	\$14.50	\$14.85	\$15.20	\$15.55	\$15.90	\$16.25	\$16.60
SRP 29B	\$17.95	\$18.20	\$18.45	\$18.70	\$18.95	\$19.20	\$19.45	\$19.70	\$19.95	\$20.20	\$20.70	\$21.20	\$21.70	\$22.30
SRP 30B	\$11.90	\$12.15	\$12.40	\$12.65	\$12.90	\$13.15	\$13.40	\$13.65	\$13.90	\$14.15	\$14.40	\$14.65	\$14.90	\$15.20
HSA	\$12.00	\$12.30	\$12.60	\$12.90	\$13.20	\$13.50	\$13.80	\$14.10	\$14.40	\$14.70				
HSB	\$12.25	\$12.55	\$12.85	\$13.15	\$13.45	\$13.75	\$14.05	\$14.35	\$14.65	\$14.95				
HSC	\$12.50	\$12.80	\$13.10	\$13.40	\$13.70	\$14.00	\$14.30	\$14.60	\$14.90	\$15.20				
HSD	\$12.75	\$13.05	\$13.35	\$13.65	\$13.95	\$14.25	\$14.55	\$14.85	\$15.15	\$15.45				
HSE	\$13.00	\$13.30	\$13.60	\$13.90	\$14.20	\$14.50	\$14.80	\$15.10	\$15.40	\$15.70				
HSF	\$13.25	\$13.55	\$13.85	\$14.15	\$14.45	\$14.75	\$15.05	\$15.35	\$15.65	\$15.95				
HSG	\$13.50	\$13.80	\$14.10	\$14.40	\$14.70	\$15.00	\$15.30	\$15.60	\$15.90	\$16.20				
HSH	\$13.75	\$14.05	\$14.35	\$14.65	\$14.95	\$15.25	\$15.55	\$15.85	\$16.15	\$16.45				

SERVICE FACTOR: To be eligible to receive the Service Factor, an SRP must have earned at least one year's credit of Pasco continuous service since arriving at the top step of his/her salary schedule. The Service Factor is determined by multiplying nine hundredths (.09) times the number of years of Pasco district employment times the number of hours worked daily times the length of the individual SRP's work year to equal an amount. The amount is spread equally over the SRP's pay dates. SRP eligible to receive the Service Factor will receive an additional eighty cents (\$.80) per hour. As per the 2009-10 SRP Economic Proposal, the Longevity and Service Factor will continue to be paid at the 2008-2009 rates and levels. SRP entitled to Longevity and Service Factor payments during the 2007-2008 & 2008-09 school years and who were eligible for a year of service credit for the 2007-2008 & 2008-09 school years will be entitled to a year of service credit for the 2007-2008 & 2008-09 school years but will not be entitled to the incremental increase in Service Factor compensation for those years of service credit. No SRP will become eligible for Service Factor or Longevity payments for the first time during the 2008-09 & 2009-10 school years.