



## ARTICLE VII – WORKING CONDITIONS

### SECTION D - Layoff Procedure

3—7. SAME

5. An SRP who is laid off under provisions of this section shall retain his/her seniority upon recall. Layoff shall not be considered a break in service if the SRP is recalled under the Recall Procedure, Article VII, Section E or is hired in another position with the Board while on layoff.

6—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 by job title 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 right 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. SAME

4. ~~Before the recall procedure is initiated, the Union shall be notified that a position is being offered to a specifically named SRP.~~ When a vacancy occurs in a position for which a recall list exists, the Board shall attempt to contact the person at the top of the list by telephone at least three (3) times per day over a three (3) day period and offer the position to the SRP. When multiple vacancies exist in a position for which a recall list exists, the SRP may request to be provided information on all positions. A busy signal shall not count as an attempt to reach the SRP. In the event an SRP's telephone is out of order due to no fault of said SRP, the SRP shall be returned to the top of the recall list upon confirmation of this situation. In the event a person cannot be reached after these attempts, he/she shall be placed at the bottom of the list and notified of this action by certified mail. In the event a person cannot be reached after following this procedure two (2) additional times, the Board shall be released from further recall obligations, and the person shall be deemed to have resigned for personal reasons from the employment of the Board. The Board shall document all contacts, attempted contacts and results and provide to the Union upon request.

5.—8. SAME

9. If, after accepting a position, an SRP does not report to the new position within five (5) ~~working~~ days of the ~~offer being made~~ start date, the Board shall be released from further recall obligations, and the person shall be deemed to have resigned for personal reasons from the employment of the Board.

10. SAME

### SECTION U – Job Sharing

The Board and the Union recognize the need to allow increased flexibility in finding and successfully completing college courses, as well as maintaining a family focus. The district shall provide a job sharing program as follows:

Job sharing is the employment of two (2) SRP performing the duties and responsibilities of one individual. Job sharing is not designed to be permanent part-time employment or to provide opportunity for individuals to work for another employer.

Two (2) benefit earning SRP who wish to share one position must first request and obtain the approval of their principal/supervisor. Upon approval of the principal/supervisor, the request for job sharing must be sent to the Director of Employee Relations and the President of USEP by April 1 for approval. If approved, two (2) SRP may participate in the job sharing program for the next school year. Upon approval of the principal, the two (2) SRP may request to extend job sharing for additional years to a maximum of five (5) years. Each year, requests for extensions must be sent to the Director of Employee Relations and the President of USEP by April 1 for approval. Job sharing will be approved in one-year periods.

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) Each SRP in a vacation earning position shall earn vacation according to Article VIII, Section B-5.
- d) Each SRP shall receive the appropriate contributions for the Florida Retirement System and social security.
- e) Each SRP will be paid as shown on the appropriate salary schedule.
- f) For the purposes of seniority and credit on the salary schedule, assignments for each SRP will constitute more than one-half of the school year thus entitling each SRP to one year of service.
- g) One SRP will receive full benefits, health, and flexible benefits, as provided by the district. The other SRP will sign a waiver of such benefits.
- h) Should one of the two SRP job sharing have to vacate his/her position during the year due to unavoidable circumstances, the remaining SRP will assume that position. However, in cases where a replacement for the vacating job sharing SRP can be found who is approved by the principal/supervisor, the Director of Employee Relations, and the President of USEP, the position may continue as a job sharing position.
- i) Upon return from an approved job sharing position of no more than one (1) year, an SRP shall be placed in the same position held upon applying for said job sharing position if such position exists. Any SRP who is hired for the purpose of replacing an individual who

is job sharing will be notified upon employment that employment is for the period of the job share and will sign a condition of employment letter which states that they will be terminated at the end of the period. In the event the SRP does not return from his/her job sharing position or extends the job sharing agreement beyond one (1) year, the person occupying the position shall continue in the position.

j) If a job share is extended beyond one (1) year, upon completion of the job share, one (1) of the two (2) SRP will be laid off in accordance with Article VII, Section D, of the SRP Master Contract.

k) Other working conditions and benefits as stipulated in the SRP Master Contract may not be applicable and subject to waiver based upon the needs of the students, school, or position. Such waivers shall be agreed to by the Director of Employee Relations and the President of USEP.

## **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 ~~2009-2010~~ 2010-2011 school year.
2. Through 11. – **SAME**

### **SECTION B - Fringe Benefits**

1. The Board agrees to contribute an annual rate of no more than \$5799.29 toward the cost of the benefits package for the ~~2010~~11 insurance plan year.
  - a. 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 plans. The amount paid to opt-out program participants will be \$1,200.00 per year.
  - b. SRP Retiree Health Opt-Out Program: Effective January 1, 2004, the Board implemented a Retiree Health Opt-Out Program for those retirees who are eligible for district-paid group health insurance in accordance with Article XI, Section F-1 and 2 of SRP Master Contract and who are enrolled in a comparable major medical health insurance plan through another carrier.
    - i. When a retiree enrolls in the Retiree Health Opt-Out Program, the Board will pay the retiree the amount being paid to active employees who are participating in the opt-out program. Such amount is subject to federal income tax. An annual payment for the number of months the retiree participates in the Retiree Health Opt-Out Program will be issued in a lump sum in December of the plan year or upon termination of eligibility, whichever occurs first. A participant in the Retiree Health Opt-Out Program will not be required to contribute to the board his/her FRS Health Insurance Subsidy.
    - ii. A participant in the Retiree Health Opt-Out Program may reenroll in the district-paid group health insurance plan only if he/she is no longer covered by another major medical health insurance plan. Within thirty (30) calendar days following the date of cancellation/termination of the other major medical health insurance plan, the retiree wishing to reenroll in district-paid group health insurance plan must submit to the district's department of Employee Benefits, Assistance, and Risk Management (EBARM) a written request to reenroll, completed application forms, and a letter from the previous major medical carrier or employer stating date of cancellation/termination of coverage. The letter must be on letterhead from the major medical carrier or employer, include the cancellation/termination date of coverage, and signature of the benefit administrator of the major medical carrier or employer. The effective date of coverage of the district-paid group health insurance coverage will be the first day of the month following the submission of the written request, application, and related documents. The district does not guarantee continuous health coverage.
    - iii. 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.
- 2 – 7. **SAME**

## **ARTICLE XIII -- DURATION**

1. This Agreement shall remain in full force and effect until midnight, June 30, ~~2012~~ 2013, 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 ~~2010-2011~~ 2011-2012 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~~ 2011-2012 school year and the number of salary warrants will be negotiated during the ~~2010-2011~~ 2011-2012 negotiations.

5 – 7 **SAME**

8. Upon Union request, step increases for the ~~2010-2011~~ 2011-2012 school year shall be withheld to allow restructuring of the salary schedules.

9 – 12. **SAME**

### **Service Factor**

1 – 3 **SAME**

4 As per the ~~2009-2010~~ 2010-2011 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 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 be eligible for Service Factor or Longevity payments for the first time during the 2009-2010 school year. Effective with the 2008-2009 school year, SRP who were entitled to Longevity and Service Factor payments based upon experience and salary schedule placement will be entitled to a year of service credit but will not be entitled to the incremental increase in Service Factor compensation for that year of service credit. Since the 2008-2009 school year, no SRP will become eligible for Service Factor or Longevity payments.~~

## **SRP ECONOMIC PROPOSAL**

Due to the third 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 and are not guaranteed beyond this school year. Therefore, in light of these unprecedented financial circumstances, the District and Union have agreed to the following economic components in an effort to preserve jobs and benefits.

As a result of the federal Education Jobs Fund Act that was signed into law on August 10, 2010, the Florida Department of Education received \$554,821,008 to be divided among the various school districts, including the District School Board of Pasco County. \$2,100,000 of the District's EduJobs funding was used to avoid furlough days for the 2010-2011 school year. All remaining EduJobs funding will be used to maintain compensation levels during the 2010-2011 school year and avoid some of the layoffs that would have otherwise resulted during the 2010-2011 and 2011-2012 school years.

1. Salaries

a) Salary Schedules

1) For 2010-2011 SRP will be paid at the 2009-2010 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 2009-2010 levels.  
2) As per the 2010-2011 SRP Economic Proposal, the Longevity and Service Factor will continue to be paid at the 2007-2008 rates and levels. Effective with the 2008-2009 school year, SRP who were entitled to Longevity and Service Factor payments based upon experience and salary schedule placement will be entitled to a year of service credit but will not be entitled to the incremental increase in Service Factor compensation for that year of service credit. Since the 2008-2009 school year, no SRP will become eligible for Service Factor or Longevity payments.

b) Supplement Schedule amounts and differentials will remain the same as during the 2009-2010 school year.

c) The intent of this proposal is to maintain SRP salaries at 2009-2010 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 2010-2011 school year, the Board and the Union agree to meet to examine the possibility of compensation improvement.

2. Fingerprint Retention Fees:

The Board will continue to pay the fingerprint retention fee for SRP, estimated to be \$81,756 for the 2010-2011 school year.

3. Budgetary Committee

The Superintendent and Union President will mutually determine whether to continue the Budgetary Committee for the 2010-2011 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, however the School Board may designate one member of the community to serve on the committee.

4. Retirement Incentives

The parties have agreed to offer an additional retirement incentive equal to ten percent of a qualifying employee's salary, not to exceed a total of \$5,000, for those employees who retire between June 6, 2011, and June 30, 2011. Employee eligibility requirements, timelines for participation, and other details specific to this incentive will be developed and communicated to employees when they are available. This incentive is in addition to any other retirement incentives to which the employees are entitled.

5. Fringe Benefits

The Board agrees to contribute \$5,799.29 (same amount as 2009-2010) per eligible employee toward the cost of the health insurance benefit package for the 2011 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 2012 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—New or Significantly Changed**

**ELECTRONIC AVAILABILITY AND PRINTING OF AGREEMENT:** updated year from 2009-2010 to 2010-2011

**ELECTRONIC PERSONNEL DIRECTORY:**

The Board and Union agree that for the ~~2009-2010~~ 2010 – 2011 school year an electronic directory of all personnel will be available on the district's internal network by October 20, ~~2009~~ 2010. This directory will list all employees alphabetically by school or department and will be updated regularly. The availability of this directory will replace the distribution of a paper copy of a directory distributed in prior years.

A minimum of ~~five (5)~~ ten (10) printed directories will be provided to each worksite to be available for employee use. One copy will be located in the employee lounge, media center or other centralized area for non-school worksites, FNS area and one copy will be located in the custodial area in each worksite. USEP will be provided with ~~twenty-five (25)~~ thirty (30) directories for its use. The principal or worksite supervisor will inform employees of the arrival and locations of such directories.

Copies of this electronic directory or paper directory will not be distributed to any outside parties for commercial or solicitation purposes, except as required by law.

This memorandum supersedes provisions relative to the printing and distribution of the Agreement found in Article III, Section A, Paragraph 10 of the SRP Master Contract.

**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 as needed during the ~~first semester of the 2009-2010 school~~ year to review this Memorandum of Understanding and to make any necessary adjustments.

**IMPACT OF THE DIFFERENTIATED ACCOUNTABILITY MODEL UPON PARAPROFESSIONALS' QUALIFICATIONS**

The 2009 State Legislature codified Florida's Differentiated Accountability Model into law, thereby affecting the required qualifications of paraprofessionals in Florida. By the start of the 2011-2012 school year, any school with a Differentiated Accountability designation will only be permitted to employ "highly qualified" paraprofessionals in positions where the paraprofessional assists with the instruction of students in reading, writing, or math. Additionally, to comply with Title I, Part A, the district is not permitted to hire any paraprofessionals unless they are highly qualified. The term "highly qualified" is defined by the federal Elementary and Secondary Education Act (ESEA), also known as the No Child Left Behind Act. In order to be considered "highly qualified," one of the following criteria must be met:

- an associate's or higher degree,
- two years of study at an institution of higher education, or
- a rigorous assessment of knowledge of and the ability to assist in instruction of reading, writing, and mathematics.

In 2003, the Board approved a "Staffing Quality Classrooms" plan to assist paraprofessionals responsible for the instruction of students in reading, writing, or math in meeting these requirements. This assistance included a five (5) day Methods for Assisting General Instruction in the Classroom (MAGIC) training to prepare individuals for the ParaPro assessment and additional training, tutoring, and assistance to those who were unable to pass the assessment on the first or second attempt. The Board also paid for up to two administrations of the ParaPro assessment. Paraprofessionals who met the "highly qualified" requirements were reclassified as Instructional Assistants and were awarded a \$1.00 per hour supplement. Over the two-year period, the vast majority of impacted paraprofessionals became "highly qualified."

At the end of the 2004-2005 school year, the Board transferred those impacted paraprofessionals in Title I schools who had not met the "highly qualified" criteria into positions for which they were qualified for at that time. All paraprofessionals who were subsequently hired into impacted positions were required to attain "highly qualified" status within two (2) years of being employed in an impacted position.

During the 2010-2011 school year, those paraprofessionals who have not yet attained the "highly qualified" status must do so to meet the required qualifications in order to retain their position for the 2011-2012 school year. The District School Board and United School Employees of Pasco agreed to the following:

- provide notification to employees that are affected by the Differentiated Accountability Model.
- provide opportunities for impacted paraprofessionals to take the Test of Adult Basic Education (TABE) through Adult Education Programs so that they can audit the General Equivalency Diploma (GED) Preparatory classes located throughout the District, communicate the locations and phone numbers of ParaPro assessment testing centers.
- hold the impacted paraprofessionals' positions until June 30, 2011, and
- reclassify those Paraprofessionals who meet the "highly qualified" requirements as Instructional Assistants and award a \$1.00 per hour supplement.

**JOB SHARING -- (MOVED TO ARTICLE VII, SECTION U)**

**NNB AND ADMINISTRATIVE SETTLEMENT REVIEW**

To promote transparency and ~~In an effort~~ to address salary equity concerns among bargaining and nonbargaining units, the Board shall provide the Union with salary schedules, matrices, financial calculations, and change summaries for administrative and non-bargaining units so that the Union may offer feedback and comment prior to the implementation of such salary increases.

**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.

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. The Board will pay the retention fee.
2. The Board will pay the fee for the five (5) year national check.

The estimated cost for this school year is \$81,756.

**SCHOOL CHOICE PREFERENCE EMPLOYEE REQUEST**

An SRP assigned to a school site shall have preference given to his/her request to have his/her child(ren) (i.e., any child in his/her custodial care) attend school at his/her assigned worksite unless the following prevents granting the request:

1. the appropriate educational program does not exist at that site, or
2. other extenuating circumstances (i.e., expulsion, serious disciplinary infractions, class size requirements, etc.) exist that may be cause for the child(ren)'s nonattendance.

The SRP may appeal any denied request to the Director of Student Services. The decision of the Director shall be final.

In the event an SRP requests placement of his/her child in a school other than the actual school in which he/she works in order to continue the child's attendance in the feeder pattern of that school, subject to the approval of the Director of Student Services and the Superintendent, the request will be granted. The decision of the Director of Student Services and the Superintendent will be final.

**SCHOOL RELATED PERSONNEL EXTENDED SCHOOL YEAR PROGRAM--SUMMER OF 2010 (UPDATED FOR NEW YEAR)**

**SRP COMPENSATION COMMITTEE**

The Board and the Union agree that qualified SRP are essential to the success of the District and that adequate compensation is an integral factor in the recruitment and retention of SRP. Therefore the parties agree to continue the SRP Compensation Committee to study the feasibility and potential impacts regarding, but not limited to the following:

- Prorated, year-round pay
- Other payroll options
- Pay calendars and pay dates
- Crediting of experience on the salary schedules
- Levelized pay for bus drivers and transportation assistants
- Salary schedule consolidation
- Compensation for job-related training and certifications
- SRP attendance incentives
- Conducting a pay study of the entire SRP unit

The SRP Compensation Committee will be comprised of the Superintendent or his/her designee, the Union President or his/her designee, and other members mutually agreed upon by both the Superintendent and the Union President. The committee will be responsible for developing a meeting schedule. Should the committee meet, it ~~and~~ will submit its recommendations to the Superintendent and Union President by May 1, 2011.

**SRP LAYOFF AND RECALL PROCEDURES FOR THE 2011-2012 SCHOOL YEAR**

In an effort to preserve benefits for SRP, effective with allocation reductions for the 2010-2011 school year, the Board and the Union agree to apply Article VII, Sections D, Layoff Procedure and E, Recall Procedures, as follows:

1. The terms "Area of Assignment" and "Job Classification" for SRP shall be designated as benefit earning (BE) or non-benefit earning (NBE). Such designations shall be determined by the eligibility criteria established in Article XI-Section B-3 of this Agreement; for example, working four (4) hours or more for Bus Drivers and Transportation Assistants, five (5) hours or more for Food and Nutrition Services employees, or six (6) hours or more for other SRP. The Board shall maintain separate layoff and recall lists for benefit earning (BE) and non-benefit earning (NBE) SRP.
2. Laid-off BE SRP shall be recalled to BE positions. Such recall shall occur prior to recall for NBE positions. Once such BE positions are exhausted, those BE SRP 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 SRP 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 BEs or NBEs still on recall.

The Board and Union agree to meet as needed during the school year to review this Memorandum of Understanding and to make any necessary adjustments.

**SRP RETIREE HEALTH OPT-OUT PROGRAM—(MOVED TO ARTICLE XI, SECTION B)**

**SUMMER FOOD SERVICE PROGRAM (SFSP) - 2010**

The District School Board of Pasco County and the United School Employees of Pasco mutually agree to the following provisions in order to implement the United States Department of Agriculture (USDA) Summer Food Service Program (SFSP) for summer 2010. This program provides meals to Extended School Year sites, PLACE Program sites, as well as other school and community-based summer programs. Due to the variety of programs being serviced, considerable flexibility will be required in order for this to be a successful pilot year. Therefore, the parties agree to the following:

- a. Assignment to the Summer Food Service Program is voluntary.
- b. The district's Food and Nutrition Services (FNS) will provide notices relative to the SFSP dates on or about April 28, 2010.
- c. Each employee having an interest in working in the SFSP will submit his/her application to the district's Food and Nutrition Services Department by May 7, 2010.
- d. Tentative job openings will be announced by the last student day.
- e. When it is judged that professional qualifications and ability are substantially equal among applicants for the program to be offered, district seniority shall prevail.

**Program Dates:**

- a. FNS Summer Production Assistant: (11 positions anticipated)

Calendar: June 14 through August 12, 2010... up to 40 workdays (all Fridays off)

Work Day: 3 - 4.5 hours / day (times to vary by location and need)

Days: Determined by location (up to 40 work days) Total Hours: Determined by need

b. FNS Summer Assistant: (10 positions anticipated)

Calendar: June 14 through August 12, 2010... up to 40 workdays (all Fridays off)

Work Day: 3 - 4.5 hours / day (times to vary by location and need)

Days: Determined by location (up to 40 work days) Total Hours: Determined by need

**Job Expectations:**

**FNS Summer Production Assistant**

- a. Understand federal, state and local program regulations; demonstrate knowledge of meal pattern requirements; assist with identifying food ingredients for students with special needs.
- b. Independent large-scale food production following proper meal standards, written standardized recipes and instructions, and portion control methods.
- c. Record menu items prepared, quantities of ingredients used, and leftovers on daily work production records, using mathematics to maintain required documentation.
- d. Practice safe handling in operating large-scale food production equipment and tools.
- e. Observe and practice procedures for proper food safety and sanitation.
- f. Portion and serve food, restock the serving line during meal service, and record student participation totals.
- g. Clean and/or set up serving lines, point-of-sale stations, condiment stations, storage areas, work areas, kitchen equipment and tools.
- h. Wash dishes and utensils; assist with recycling and empty refuse as needed in the kitchen; clean kitchen floors.
- i. Check out supplies from storeroom; assist with deliveries and inventory.

**Job Expectations:**

**FNS Summer Assistants**

- a. Assist with large-scale food production following proper meal standards, written standardized recipes and instructions, and portion control methods.
- b. Transport food in district-owned, full-size panel vans, maintain appropriate valid Florida driver's license for vehicle driven and approval in District School Board of Pasco County Safe Driver Plan.
- c. Observe and practice procedures for proper food safety and sanitation.
- d. Portion and serve food, restock the serving line during meal service, and record student participation totals.
- e. Clean and/or set up serving lines, point-of-sale stations, condiment stations, storage areas, work areas, kitchen equipment and tools.
- f. Wash dishes and utensils; assist with recycling and empty refuse as needed in the kitchen; clean kitchen floors.
- g. Check out supplies from storeroom; assist with deliveries and inventory.

**Potential Reductions in Force (RIF) or Addition of FNS Summer Staff:**

Since this program is funded separately from other district programs and student participation is the sole factor in determining funding, there may be a need to reduce staff at a specific worksite in order to be cost effective. If student participation exceeds anticipated enrollment, there may be a need to add staff at a specific worksite. The following provisions will guide the reduction or addition of staff:

- a. When a program's participation falls below 40% of capacity, reduction of staff may occur. Reductions in staff will be conducted by program and led by Food and Nutrition Services.
- b. When a site's participation exceeds 120% of anticipated enrollment, an addition of staff may occur. Additions in staff will be conducted by and led by Food and Nutrition Services.
- c. Accessibility of District transport vehicles could result in a reduction or addition of summer staff. Reductions or additions in staff will be conducted by site and led by Food and Nutrition Services.

**Sick Leave Accrual:**

Employees will earn one (1) day of sick leave for working every 20 scheduled workdays. The time earned will equal the length of the employee's scheduled workday, 3 - 4.5 hours. Employees shall only have a right to use the sick leave earned during this program and not use days from their normal sick leave balance. Should an employee complete this program and have the earned sick day remaining, that time shall be added to the employee's regular sick leave balance for use during the regular school year.

**Pay Rate:**

- a. FNS Summer Production Assistants will be paid an hourly rate of \$10.40 for all hours worked.
- b. FNS Summer Assistants will be paid an hourly rate of \$9.25 for all hours worked.
- c. Substitute FNS Summer Production Assistants for this program are subject to the same qualification requirements as the FNS Summer Production Assistants and will be paid at an hourly rate of \$10.40 for all hours worked.
- d. Substitute FNS Summer Assistants for this program are subject to the same qualification requirements as the FNS Summer Assistants and will be paid at an hourly rate of \$9.25 for all hours worked.

**Program Evaluation**

The District and Union agree to meet at the conclusion of the 2010 Summer Food Service Program and evaluate the components of the program, its implementation and discuss any potential modifications to future years' program, should they exist.

**Pay Dates:**

Employees working up to 40 days will receive paychecks as follows:

<u>Pay Date</u>	<u>Pay/Work Period</u>
<u>July 9 (10 days)</u>	<u>June 14 – June 25</u>
<u>July 22 (10 days)</u>	<u>June 28 – July 9</u>
<u>August 6 (9 days)</u>	<u>July 12 – July 22</u>
<u>August 20 (10 days)</u>	<u>July 26 – August 6</u>

**2010-2011 SRP JOB TITLES—SAME**

**2010-2011 SRP SALARY SCHEDULE NUMBERS**

	<b>SRP #</b>		
Air Conditioning Controls Specialist .....	23B	Family Services Worker (PreKindergarten) .....	21B
Air Conditioning Specialist .....	23B	Finance Assistant II .....	18B
Alternative School Bus Driver/Paraprofessional/IA .....	19B	Food & Nutrition Services Production Assistant .....	07B
Bookkeeper-Secretary .....	18B	Food & Nutrition Services Assistant .....	03B
Bus Driver .....	19B	Health Assistant/LPN .....	30B
Bus Parts Specialist .....	24B	Human Resources Assistant II .....	18B
Child Care Assistant (PLACE) .....	26B	Information Services Help Desk/Trainer .....	28B
Clinic Assistant .....	10B	Information Services Support Specialist .....	13B
Computer Operator I .....	28B	Integrated Learning Systems Technician/IA .....	08B
Computer Operator II .....	22B	Inventory/Records Specialist .....	24B
Construction Assistant .....	18B	Licensed Practical Nurse/Paraprofessional/IA (ESE) .....	30B
Courier .....	17B	Lunchroom Monitor .....	26B
Custodian .....	02B	Maintenance I .....	11B
Data Entry Operator .....	18B	Maintenance IA .....	13B
Department of Juvenile Justice Program Specialist .....	22B	Maintenance IAA .....	13B
Distribution & Materials Handler .....	17B	Maintenance II .....	12B
Early Head Start – Caregiver .....	HS A-G	Maintenance III .....	09B
Early Head Start – Home Services Worker .....	14B	Materials Handler .....	17B
Early Head Start – Home Visitor .....	21B	Mechanic I .....	24B
Early Head Start – LPN .....	30B	Media Automation Technician .....	18B
Employee Benefits and Risk Assistant II .....	18B	Media Production Technician .....	18B
Facility Service Worker .....	11B	Media Resources Technician .....	18B

Media Services Technician .....	18B
Micrographics Services Clerk .....	08B
Micrographics Services Technician .....	18B
Migrant Recruiter.....	18B
Network Technician I .....	23B
Network Technician II .....	13B
Occupational Therapy Assistant.....	29B
Office Machines Repairperson II .....	13B
Outside Custodian.....	02B
Paraprofessional (Adaptive Physical Education).....	04B
Paraprofessional/IA (Basic Ed & Fed. and State Programs) .....	04B
Paraprofessional (Cyesis).....	04B
Paraprofessional/IA (Deaf/Hard of Hearing) .....	04B
Paraprofessional/IA (Deaf/Hard of Hearing)*.....	20B
<i>*EIE/QA or NRID Certified</i>	
Paraprofessional/IA (Dept of Juvenile Justice Programs) .....	04B
Paraprofessional/IA (Eligible for Fl. Educator's Certificate) .....	30B
Paraprofessional/IA (Employment Assistant) .....	21B
Paraprofessional/IA (ESOL/Bilingual) .....	10B
Paraprofessional/IA (Exceptional Student Education) .....	04B
Paraprofessional/Parent Educator, First Start .....	04B
Paraprofessional/Parent Educator, LPN-First Start .....	30B
Paraprofessional/IA (Pre-Kindergarten).....	04B
Paraprofessional (Social Services) .....	10B
Paraprofessional/IA (Special Adult Education Programs) .....	04B
Paraprofessional/IA (Student Discipline).....	21B

Paraprofessional (Transition Assistant).....	21B
Parent Involvement Assistant.....	21B
Physical Education Field Technician .....	13B
Physical Therapy Assistant.....	29B
Press Operator.....	14B
Printer II .....	18B
Printer III .....	27B
Purchasing Assistant .....	18B
Records and Materials Handler.....	17B
Registrar .....	08B
Relief Bus Driver.....	19B
Resource Recovery Assistant II .....	17B
School Media/Technology Assistant.....	08B
Secretary II .....	18B
Secretary III.....	08B
Secretary III.....	08B
Senior Child Care Assistant .....	07B
Sign Language Interpreter.....	20B
Social Educator (Head Start Program) .....	HS A-G
Student System Data Entry Operator .....	18B
Technology Services Technician II.....	13B
Telecom Technician I .....	23B
Telecom Technician II .....	13B
Transportation Assistant .....	04B
Transportation Maintenance Assistant.....	27B
Water & Sewer Plant Operator .....	13B

**2010-2011 SRP SALARY SCHEDULES**

Schedule #	Year of Service													
	1-4	5	6	7	8	9	10	11	12	13	14	15	16	17
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				
HSB	\$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 2010-2011 SRP Economic Proposal, the Longevity and Service Factor will continue to be paid at the 2007-2008 rates and levels. Effective with the 2008-2009 school year, SRP who were entitled to Longevity and Service Factor payments based upon experience and salary schedule placement will be entitled to a year of service credit but will not be entitled to the incremental increase in Service Factor compensation for that year of service credit. Since the 2008-2009 school year, no SRP will become eligible for Service Factor or Longevity payments.