

# SRP

School Related Personnel

Master Contract

# Negotiations

## 2019-2022

**2019-2020 School Year**

**United School Employees of Pasco**

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## **ARTICLE I -- RECOGNITION**

### **SECTION A**

The District School Board of Pasco County, hereinafter called the "Board," recognizes the United School Employees of Pasco, hereinafter called the "Union," as the exclusive bargaining representative for all School Related Personnel (SRP) in the school district known and designated as Pasco County School District. In this Agreement, SRP shall be defined as those employees included in the noninstructional, school related personnel unit as certified by the Public Employees Relations Commission on September 21, 1987 (Case No. RC-87-020).

As defined above, this would mutually amend the School Related Personnel listed as included and exclude those listed as excluded by the Public Employees Relations Commission (PERC) in the September 21, 1987, Order of Certification.

### **SECTION B**

When a new job description/position title is approved by the Board, the Union will have the right to request in writing that the position be included or excluded from the bargaining unit, stating the reasons for said inclusion or exclusion. The Superintendent shall respond within ten (10) working days. If the Union request is denied, the Superintendent shall state in writing the reasons for rejection in his/her response. In the event of a disagreement on the issue of any specific job description/position title, PERC shall be petitioned for a ruling on the inclusion or exclusion of the position. Any person placed in a contested position shall upon a ruling by PERC for inclusion or exclusion in the bargaining unit receive all rights granted under this Agreement from the time of initial placement.

### **SECTION C**

The Union recognizes the Board as the duly constituted legislative body and agrees to bargain collectively only with the chief executive officer of the Board or his/her designee.

### **END OF ARTICLE I**

## **ARTICLE II -- DEFINITIONS**

### **SECTION A**

The term School Related Personnel shall refer to personnel named as such in Article I, Section A, of this Agreement and all other personnel who may be included as members of the bargaining unit under the provisions of Article I, Section B, of this Agreement.

### **SECTION B**

The term Union or USEP shall refer to the United School Employees of Pasco and all duly authorized representatives thereof.

### **SECTION C**

The term day shall refer to the working day for SRP.

### **SECTION D**

The term district shall refer to the school district of Pasco County.

### **SECTION E**

The term Board shall refer to the District School Board of Pasco County.

### **SECTION F**

The term Superintendent shall refer to the Superintendent of Schools of Pasco County or his/her designee.

### **SECTION G**

The term worksite supervisor shall refer to the principal of any school or the head of any district office department or his/her designee(s).

### **SECTION H**

The term worksite shall mean any school or district office department and shall include all buildings on the worksite and shall include any work location to which SRP are assigned to carry out their responsibilities and which is under the jurisdiction of the District School Board of Pasco County.

### **SECTION I**

The term building shall refer to each individual building on the worksite.

### **SECTION J**

The term Agreement shall mean the full and complete agreements between the Union and the Board, duly ratified and signed as set forth in this document.

## **SECTION K**

The term year shall refer to the school fiscal year.

## **SECTION L**

The term Union Representative or USEP Representative shall refer to a duly authorized agent of the Union.

## **SECTION M**

The term cost center shall mean any functional group or division or school that receives moneys allocated by the Board.

## **SECTION N**

The term student day(s) shall mean the day(s) and hours set for students to attend school.

## **SECTION O**

The term SRP shall refer to School Related Personnel.

## **SECTION P**

The term Union President or USEP President shall refer to the President of the United School Employees of Pasco or his/her designee.

## **END OF ARTICLE II**

# **ARTICLE III -- UNION RIGHTS**

## **SECTION A - Implementation**

1. The Board shall make available to the Union any and all public information, statistics, and records concerning the school district which the Union may deem to be relevant to negotiations or necessary for the proper enforcement of this Agreement. The word "public" as used in this section shall refer to any documents, reports, statistics, studies, and other such information in the form in which they are regularly kept. Materials prepared in multiple form for distribution to the public and/or media shall be provided at no cost to the Union, if requested. If additional information is requested by the Union and said material does not exist in multiple form, the Union shall pay for the actual cost of duplication of such material not to exceed fifteen (15) cents per sheet.
2. SRP shall be appointed to districtwide committees, councils, or other advisory groups by the Superintendent who shall select from a list of bargaining unit members recommended by plurality vote of the SRP at each worksite in an election conducted jointly by the worksite supervisor and the SRP building representative. The list presented to the Superintendent shall contain at least two (2) times as many names as the places to be filled. Final recommendations of committees on which SRP serve shall not be construed as substitutes for negotiated agreements.
3. Elected representatives of the Transportation Safe Driver Plan Committee shall be nominated and elected by employees covered by the Plan at each location (East, West, Northwest, Central, South, and Southeast) by an election conducted jointly by the worksite supervisor and the SRP building representative. The employee who receives the plurality of the votes cast shall be declared elected.
4. Appointed SRP to the Food and Nutrition Services Program Committee shall be selected by the Board and the Union, with an equal number of voting members appointed by each. In addition, the committee shall be chaired by an administrator with voting power, and shall be authorized to evaluate the district Food and Nutrition Services program in order to make recommendations to improve operations and to increase efficiency.
5. The worksite supervisor shall meet at mutually agreed times during the year with representatives of the Union, at the request of the Union, to discuss questions and problems as well as matters relating to the implementation of this Agreement. Such meetings shall not be construed to replace the grievance procedure for any matter normally the subject of a grievance.
6. The Union shall appear on the Board agenda at all Board meetings as a regular agenda item. Further, the Union representative shall be recognized upon request to speak on issues before the Board in the same manner as any other individual. A copy of the agenda and all supporting data will be provided to the Union by the Secretary of the Board. Said material shall be sent to the Union office at the same time they are sent to the Board members.
7. Duly authorized representatives of the Union may visit worksites to investigate employee complaints and/or communicate with SRP. Upon arrival at the worksite, Union representatives shall make their presence known to the worksite supervisor or his/her designee. If the worksite supervisor does not approve the representatives' visit at that particular time, he/she will explain the reason to the representatives, and the Union representatives will not continue the visit until a mutually agreed upon time can be determined. Such visits shall not interrupt normal work responsibilities.

8. Whenever SRP are scheduled by the Board or its agents to participate during working hours in conferences, meetings, or in negotiations respecting the Collective Bargaining Agreement, they shall be granted the necessary time and shall suffer no loss in pay or benefits.
9. Each year upon reaching a tentative agreement in negotiations and prior to ratification, a district meeting shall be conducted by USEP for union representatives during the workday for the purpose of explanation of the tentative agreement and contract ratification procedures. Each worksite shall be allowed to send one (1) representative selected by the USEP President. The representatives attending the district meeting shall be granted one-half (1/2) day release time and shall suffer no loss in pay. The cost of any substitutes shall be paid for by the Board. For those SRP who are eligible for any approved attendance incentive, such release time shall not be counted against him/her.
10. A roster of all SRP assigned to a school or district office department shall be provided to the Union worksite representative by the principal or district office department head by September 10, and revised rosters shall be provided when issued. The Board and Union agree an electronic directory of all personnel will be available on the district's network. This directory will list employees alphabetically by school or department and will be updated regularly. Employees will have the opportunity to opt out of having their personal contact information listed in the directory. The availability of this directory will replace the distribution of a paper copy of a directory distributed in prior years. Copies of this directory shall not be provided by the Board or Union to any outside parties for commercial or solicitation purposes.
11. The Union will distribute a copy to each employee covered by this Agreement. The Board and Union agree, following ratification, that all Agreements and addenda will be available on the Board's and Union's respective websites. The Board and Union will each be responsible for the printing of the number of copies of the Agreement they wish to order, by a vendor of their choice.
12. The Board shall grant leave without pay to the Union President and up to three (3) SRP designated by the Union for the purpose of engaging in Union activities. The leaves shall count toward accruing seniority and Pasco continuous service. The SRP on leave may participate in all group fringe benefit plans provided by the Board by making their own and the Board's regular contribution to all benefits requiring such contribution. The leaves of absence shall be for a period of up to one (1) year at a time except for the President's leave which shall be for the term of office and automatically be renewed each year. At the conclusion of the President's leave, he/she shall be returned to the position held at the commencement of the leave if such position exists. Other SRP on Union leave shall be returned to the position held at the commencement of such leave if such position exists after the first year of Union leave. If the Union leave extends beyond the first year, the SRP shall be returned to a position of the same job title he/she held at the commencement of his/her leave if such a position exists and is available or a similar position for which he/she is qualified in the opinion of the Superintendent if such a position exists and is available.
13. The Board will allow Union representatives time off to attend local, state, or national workshops, conferences, conventions, and other related activities for up to fifteen (15) days per school year. Further, the Board agrees that fifty (50) additional days may be granted. If granted, the Union shall reimburse the District for the full cost of the required substitute(s). However, if substitutes are not used, the Union will not be charged.
14. Up to ten (10) SRP shall be granted Union Leave to attend the Florida Education Association's (FEA's) Convention or the FEA Leadership Conference each year. The Board shall pay the cost of the required substitutes for such SRP. Such Union leave shall be in addition to the leave days authorized under paragraph 12 above.
15. Temporary duty shall be granted for SRP to attend Board-approved, USEP-sponsored staff development on districtwide staff development days with prior approval of the worksite supervisor. SRP will not be released on districtwide staff development days to attend USEP-sponsored staff development when it conflicts with a required staff development activity scheduled by the worksite supervisor.
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.
17. To promote transparency and to address salary equity concerns among bargaining units and non-bargaining 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.

## **SECTION B - Payroll Deductions**

1. Upon authorization by any SRP, the Board agrees to deduct at no cost to the SRP the amount of dues certified by the Union as the amount required and remit the amount so deducted to the Union. The Board will be authorized to make said deduction upon receiving the signed authorization form attached as Appendix A of this Agreement.
  - a. All funds collected by the Board as a result of dues deductions shall be remitted by the Board to the Union

- within ten (10) days of the deduction.
- b. Dues deductions shall be continuous from year to year so long as the employee organization remains the certified bargaining agent for the unit.
  - c. Authorizations are revocable by the employees with thirty (30) days written notice to both the Board and the Union.
2. The Board shall supply to the Union a list of those SRP from whom said payroll deductions have been made after each pay period.
  3. The Union shall indemnify and save the Board harmless from any and all claims, demands, suits, and causes of action of any kind whatsoever arising from Board actions to comply with the provisions of this section.

#### **SECTION C - Use of Facilities**

1. The Union may use district facilities for meetings upon prior approval of the school principal or district office department head. Approval will be withheld only for good and sufficient reason, which shall be stated to the person making the request. At each worksite, for a maximum of five (5) times per year, a meeting called by the Union for that worksite's SRP may be scheduled during fifteen (15) minutes of the SRP workday provided that such a schedule does not interfere with services provided to students. Further, two (2) additional meetings not to exceed two (2) hours each may be held during the working day for the purpose of contract explanation and/or ratification.
2. The Union shall have the right to conduct regularly scheduled Building Representative Council meetings in worksite facilities after the normal working day.
3. The Union may use building facilities for countywide or area meetings upon prior approval of the worksite supervisor. Approval will be withheld only for good and sufficient reason, which shall be stated to the person making the request. These meetings are to be conducted after the working day of SRP is completed.
4. The Union may be charged the customary fee for custodial services made necessary by use described in paragraphs 2 and 3 above.
5. The Union shall have the right to use the school mailboxes and electronic network for the purpose of communicating with SRP. The electronic network shall not be used for internal or external political activities.
6. The Union shall have the right to post notices of activities and matters of Union concern on bulletin boards specifically assigned exclusively for use by the Union. The worksite supervisor shall designate space for a Union bulletin board in each employee lounge, in the kitchen area, and in the custodial office area. The Union will provide bulletin boards at its own expense. Bulletin boards shall be at least twelve (12) square feet in size unless another size is mutually agreed upon.
7. The Union shall receive written notice on or before August 1 of any districtwide orientation meeting for incoming SRP, if requested. Further, the Union shall be given a place on the agenda of any districtwide orientation meeting for incoming SRP, if requested. Should a worksite have an orientation meeting for new SRP, the worksite Union representative shall be introduced by the worksite supervisor, upon request. The Board will provide the Union with a list of newly hired SRP within seven (7) days of the SRP's appointment by the Board.

#### **END OF ARTICLE III**

### **ARTICLE IV -- FAIR PRACTICES**

#### **SECTION A**

1. The Board and the Union recognize the right of all SRP to organize, join, and support the Union (including, but not limited to, the displaying of union materials, buttons, pins, apparel, etc.) or refrain from organizing, joining, and supporting the Union. Any such item will be consistent with school and/or district attire and rules. In addition, the Board and the Union agree that they will not directly or indirectly discourage, deprive, or coerce any SRP in the enjoyment of any rights conferred by this Agreement.
2. Further, the Board and the Union, including their agents, mutually agree not to discriminate against any SRP in regard to any of the rights, guarantees, or privileges afforded SRP under the terms of this Agreement.
3. The Board and the Union agree that there shall be no discrimination on the basis of race, religion, color, sex, national or ethnic origin, age, marital status, disability, or handicap with regard to employment. Allegations of discrimination on the basis of race, religion, color, sex, national or ethnic origin, age, marital status, disability, or handicap shall not be subject to the grievance procedure contained in this Agreement. Any SRP who believes that he/she has been discriminated against may file a complaint with the appropriate state agency, federal agency, and/or the district equity coordinator.

## **SECTION B**

Nothing contained herein shall be construed to deny or restrict rights to any SRP that he/she may have under Florida law or other applicable laws and regulations.

## **END OF ARTICLE IV**

## **ARTICLE V -- SENIORITY**

### **SECTION A**

1. Seniority shall be the length of continuous service of a SRP in the school system. Continuous service shall be determined in reference to unbroken service in the district with each year in which a SRP has been in a paid duty status for at least (1) day more than one-half (1/2) of the normal work year for the position counted as one (1) year of service. If a SRP takes ten (10) or more successive days of unpaid leave, these days shall be deducted from the normal work year, and if this deduction reduces the normal year to less than one (1) day more than one-half (1/2) the normal work year for the position, the year shall not be counted.
2. Seniority shall be one of the factors considered when making work assignments, assigning overtime, decreasing hours within an area of assignment at a worksite, and changing a shift or time schedule. However, at an alternative school for disruptive students, cost effectiveness and efficiency and the needs of students shall be among the factors considered when making work assignments. In instances in which work assignments can be made in which students' needs are met and cost effectiveness and efficiency are not adversely affected, seniority shall be considered in making the work assignments.
3. If it becomes necessary to establish precedence among SRP with the same seniority, the beginning date of continuous service shall be used. Leave duly authorized and granted in accordance with provisions of this Agreement shall not constitute a break in service.

### **SECTION B**

The Monday following each pay date, the Board shall provide electronic seniority data to the Union. The data will contain job classification of the names of all SRP employed in the district, demographics, USEP dues, and total number of years of continuous service in the district as determined by the District School Board of Pasco County. Seniority lists may be posted on the Union bulletin board at each worksite. The Union shall provide the district with a secure FTP site to transmit the data.

## **END OF ARTICLE V**

## **ARTICLE VI -- GRIEVANCE PROCEDURE**

### **SECTION A - Definitions**

1. A grievance is a complaint by a SRP or by a group of SRP that there has been a violation, misinterpretation, or misapplication of this Agreement and shall be subject to settlement under all provisions of this article except as otherwise provided.
2. When a complaint arises alleging that: (a) a policy or practice is improper or unfair or (b) there has been a deviation from or a misinterpretation or misapplication of a practice or policy or (c) there has been unfair or inequitable treatment by reason of an act or condition contrary to existing policy or practice, such complaint shall be subject to settlement under all provisions of this article excluding Steps Four and Five.

### **SECTION B - General Application**

1. With regard to items of the Agreement covering Union rights, the Union shall have the right to present, process, or appeal a grievance at any level in its own behalf.
2. The Union has the right to represent the SRP at any level of the procedure. However, the employee shall have the right to be represented by legal counsel or any person(s) he/she deems necessary at any step of this procedure.
3. A grievance shall be first filed at the level where the alleged action(s) occurred that led to the filing of the grievance and processed in accordance with all subsequent steps thereafter as outlined in this article.
4. No decision or adjustment of an agreement shall be contrary to any provision of this Agreement existing between the parties hereto.
5. The Union shall have the right to be present at all meetings after Step One regarding a grievance regardless of the party filing the grievance.
6. Failure to communicate the decision of a grievance at any step of this procedure within the specified time limit shall



permit the Union to submit an appeal at the next step of this procedure.

7. In the event that a grievance is filed at such time that it cannot be processed through all of the steps in the grievance procedure by the end of the grievant's normal work year, the time limits set forth herein shall be reduced to the extent possible so that Steps One to Three of the procedure may be completed prior to the end of the grievant's normal work year.
8. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation. No entry of any kind concerning the participation of a SRP in a grievance shall be entered into his/her personnel file.
9. All parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.
10. Whenever meetings for resolving grievances are scheduled during the working day of the grievant, the Union representative and/or grievant will be granted released time without loss of pay or benefits.
11. Time limits specified in this article may be extended at any time by mutual agreement in writing.
12. No member of the bargaining unit shall be represented by another employee organization.

### **SECTION C - Procedure**

**Step One:** Any member of the bargaining unit who feels he/she has a grievance may first discuss the grievance with the worksite supervisor or designee, either directly or accompanied by the Union representative, with the object of solving the matter informally.

**Step Two:** In the event that the matter is not resolved informally, the formal grievance stated in writing may be submitted to the worksite supervisor, the Union, and the Superintendent, with one (1) copy for the grievant. A formal grievance shall be filed as soon as possible after the action giving rise to the grievance but not later than twenty (20) days after the grievant knew or could reasonably have been expected to know of the occurrence giving rise to the grievance.

- a. Within five (5) days after the receipt of the formal grievance, the worksite supervisor shall hold a formal hearing on the grievance.
- b. The grievant and the Union representative shall be given at least one (1) day's written notice of the hearing. Said notice shall contain the time and place of such hearing.
- c. Within five (5) days after the hearing, the worksite supervisor shall communicate his/her decision in writing together with supporting reasons.
- d. The worksite supervisor shall furnish one (1) copy to the grievant and one (1) additional copy to the Union representative.

**Step Three:** If the grievance is not resolved satisfactorily, the grievant and/or Union may appeal within five (5) days to the Superintendent of Schools. The appeal shall be in writing and shall include a copy of the original appeal and the decision arrived at in Step Two.

- a. Within ten (10) days after the receipt of the appeal, the Superintendent shall hold a hearing on the grievance.
- b. The grievant, the Union representative, and the worksite supervisor shall be given at least two (2) days written notice of the hearing. Said notice shall contain the time and place of such hearing.
- c. The grievant shall be present at the hearing unless there is mutual agreement that no facts are in dispute and that the sole question before the Superintendent is one of interpretation of a provision of the Agreement between the parties thereof or of what is established policy or practice.
- d. Within five (5) days after the hearing on the appeal, the Superintendent shall communicate his/her decision in writing together with supporting reasons to all parties present at the hearing including the grievant.

**Step Four:** If a grievance involving the application or interpretation of this Agreement is not resolved satisfactorily, the Union may appeal within five (5) days to the Board. The appeal shall be in writing and shall include a copy of the original grievance and the decisions at Steps Two and Three. The Union may waive this step for any grievance filed. If this step is waived, the grievance may be appealed directly to Step Five upon mutual agreement of the Board and the Union if no satisfactory resolution has been reached at Step Three.

- a. Within fifteen (15) days after receipt of the appeal, the Board shall hold a hearing if a regular Board meeting falls within that time period and legal requirements can be met. If a regular Board meeting does not fall within that time period or if legal requirements cannot be met, the Board shall hold a hearing at the next occurring regular Board meeting beyond that time period when legal requirements can be met.
- b. The grievant, the Union representative(s), the worksite supervisor, the Superintendent, and the President of the Union shall be given written notice at least two (2) days prior to the hearing.

- c. Within fifteen (15) days after hearing the appeal, the Board shall communicate its decision in writing together with its supporting reasons to all parties present at the hearing including the grievant.

**Step Five:** If a grievance is not resolved satisfactorily at Step Four, the grievant, through the Union, may appeal within five (5) days directly to the American Arbitration Association for binding arbitration.

- a. The arbitrator shall be selected through procedures and governed by the rules established by the American Arbitration Association.
- b. The decision and award of the arbitrator shall be in writing and shall set forth opinions and conclusions on the issues submitted to him/her at the time of the hearing.
- c. The decision of the arbitrator shall be final and binding.
- d. The cost of filing for arbitration through the American Arbitration Association, the fee and expenses of the arbitrator and any court reporter shall be borne by the losing party. Any other costs connected with arbitration shall be borne by the party incurring the costs.
- e. Nothing in the foregoing shall be construed to empower the arbitrator to make any decisions amending, changing, subtracting from, or adding to the provisions of this Agreement.

## **END OF ARTICLE VI**

## **ARTICLE VII -- WORKING CONDITIONS**

### **SECTION A - Disciplinary/Dismissal Procedures**

1. Any SRP hired after final ratification of the SRP Master Contract for the 2002-2003 School Year will serve a probationary period that will consist of the SRP's first sixty (60) workdays. During this probationary period, the SRP's employment may be terminated without cause or the SRP may resign without giving prior notice and be released from employment without prejudice. Any SRP suspended or discharged during his/her probationary period will be notified of the reason for such action.
2. All eligible SRP may be dismissed for good and sufficient reasons that are neither arbitrary nor capricious and do not violate any Federal or State law. "Eligible" means SRP who are not temporary or casual, and who have successfully completed the initial sixty (60) workday probationary period.
3. Any eligible SRP who is suspended or discharged shall be notified in writing of the reason for such action.
4. Any SRP required to attend a meeting called by the worksite supervisor or designee for the purpose of a reprimand or for action leading to suspension or for an investigatory interview shall have the right of Union representation at such meeting. A worksite supervisor or designee holding a meeting for the purpose of a reprimand or for action leading to suspension or for an investigatory interview shall stop the meeting until Union representation can be obtained if the employee requests Union representation. This section shall not be interpreted to apply to conferences relating to observation or evaluation of work responsibilities unless the meeting is called by the worksite supervisor or designee for the purpose of issuing a formal NEAT letter and/or unsatisfactory evaluation.
5. The District supports the concept of "progressive discipline" and encourages its application when appropriate.
6. A SRP will be advised immediately if the Board has initiated or is cooperating with the Education Practices Commission in an investigation of said SRP.
7. For the purpose of complying with the provisions of Section 1012.40, F.S., it is understood that "educational support employee" as defined in that Section includes members of the School Related Personnel collective bargaining unit.
8. The employment of eligible SRP shall continue from year to year unless the Superintendent gives written notice to the SRP of recommended termination. The written notice shall include the reasons for the recommendation of termination, a description of all evidence the Superintendent has to support the recommendation, and a description of the appeals process as set forth in paragraph 11.
9. When the notice is issued to the eligible SRP, the School Board may suspend the SRP with or without pay.
10. In the event the Board reduces the number of SRP districtwide for financial reasons, the procedure to be followed, and the impact on the layoff and recall provisions (Article VII, Section D and E) of this Agreement will be negotiated with the Union prior to the implementation of the reduction.
11. When an eligible SRP receives a written notice of termination as set forth in paragraph 8, the SRP will have fifteen (15) calendar days from receipt to file with the Superintendent a written request for an appeal hearing before the Board on the proposed termination unless the Board and Union mutually agree in writing to extend the timelines to facilitate an informal appeal meeting with the Superintendent. The request must contain the basis for the appeal. Unless the Board and Union mutually agree to extend the timelines, the School Board will conduct a hearing on the

SRP's appeal of the proposed termination of employment within thirty (30) calendar days of the receipt of the written request. The SRP shall be given written notice of the scheduled hearing at least fifteen (15) calendar days prior to the hearing. At the hearing, the SRP and the Superintendent will have an opportunity to respond, to present evidence and argument on the issues involved, to conduct cross-examination and submit rebuttal evidence, and to be represented by the Union, legal counsel, or any person deemed necessary. Presentation of a full case at this appeal hearing shall not preclude the Board, Union, and/or the SRP from presenting a full case, including new information, witnesses, testimony, etc. at any subsequent grievance, DOAH, and/or court proceedings. Unless the Board and Union mutually agree to extend the timelines, the Board shall communicate its decision in writing together with supporting reasons to the SRP within fifteen (15) calendar days after the Board reaches a decision.

12. Nothing in paragraphs 6 through 11 shall be construed to replace, diminish, or expand the grievance procedure specified in Article VI of this Agreement or a Chapter 120 hearing before a Hearing Officer of the Florida Division of Administrative Hearings pursuant to the Florida Administrative Procedure Act.

#### **SECTION B - Position Vacancies**

1. All job advertisements/vacancy notices shall be available on the District's website.
2. A SRP who desires to apply for any such vacancy shall file his/her application with the contact person named in the notice in the manner specified.

#### **SECTION C - Transfers and Reassignments**

1. Each SRP shall be notified in writing prior to the end of his/her work year whether or not he/she will be reappointed for the following fiscal year.
2. By April 15 of each year, the Board shall have posted in each worksite and the Human Resources Director's office a list of those known SRP vacancies recorded in the district office for the coming year.
3. SRP who desire a change in job classification or work location shall file a written request on MIS Form #356, Request for Transfer or Change in Assignment/Position. Such request shall be reviewed by worksite supervisors when filling any vacant position and will remain valid for a period of twelve (12) months following date of application.
4. It is the Board's intention that the best-qualified applicant be hired for each vacant position. The Board agrees to give full consideration to the professional background and attainments of applicants for vacancies. If the SRP is qualified for said position, he/she shall be interviewed by the appropriate supervisor. Applicants shall be notified in writing of the decision by the worksite supervisor.

#### **SECTION D - Layoff Procedure**

1. Layoff is defined as the reduction in force for lack of funds or changes in allocation without fault on the part of any employee. Layoffs may occur due to staff reduction at a worksite or the closing of an existing facility. The Board shall notify the Union immediately upon determination that layoffs must occur.
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. 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 lists for benefit earning (BE) and non-benefit earning (NBE) SRP. SRP selected for layoff and the Union shall be given notice of the layoff and the reason therefore in writing.
3. If a school has at least fifteen (15) students speaking the same home language and a Paraprofessional (ESOL/Bilingual) is the only Paraprofessional or Instructional Assistant (ESOL/Bilingual) on staff who is proficient in the same home language, then to comply with Florida State Board of Education Rules, Chapter 6A-6.0904 (4) (c), the seniority requirement contained in paragraph 2 above relative to the layoff of a Paraprofessional or Instructional Assistant (ESOL/Bilingual) will be preempted.
4. A SRP who is laid off under provisions of this section shall be placed on leave without pay for a period of twelve (12) months. This leave may not be extended beyond one (1) year for any reason.
5. A 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. A SRP who is placed on leave because of layoff shall have the right to unemployment compensation, and nothing contained herein shall be construed to abridge that right.
7. For the purpose of layoff, 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.}

#### **SECTION E - Recall Procedure**

1. Laid off SRP shall be recalled to their job classification in inverse order of layoff. 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 recall lists for benefit earning (BE) and non-benefit earning (NBE) SRP.
2. Recall lists by job title and classification 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 and classification are available within the district. 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. 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. 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 a 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. It shall be the responsibility of each laid off SRP to provide the Board with a telephone number and mailing address at which he/she can be reached or at which a message may be left during working hours. Telephone calls for the purpose of recalling SRP shall be made Monday through Friday, 8:00 a.m. to 5:00 p.m. when the district office is in normal operation, based on the twelve (12) month work calendar. The Union shall be provided with a copy of this calendar.
4. 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 a 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. If a school has at least fifteen (15) students speaking the same home language and there is no Paraprofessional or Instructional Assistant (ESOL/Bilingual) on staff who is proficient in the same home language, then to comply with

Florida State Board of Education Rules, Chapter 6A-6.0904 (4) (c), the seniority requirement contained in paragraph 1 above relative to the recall of a Paraprofessional or Instructional Assistant (ESOL/Bilingual) will be preempted.

6. The person at the top of the recall list for a specific position vacancy must respond within forty-eight (48) hours of an offer of a position. If the person does not accept that position, he/she shall be placed at the bottom of the recall list. If the SRP declines the second position offered by the Board, except as provided in Article VII, Section E, paragraph 7, 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. It shall be the obligation of the notified SRP, except in an emergency, to respond to a job offer made under the provisions of this section. Non-response without cause shall be deemed to be a resignation for personal reasons.
7. When a SRP is offered a position at a worksite which is twenty (20) miles further from the SRP's previous worksite, he/she shall have the right to turn down two (2) such offers before being placed at the bottom of the recall list. When said SRP reaches the top of the recall list again, the Board shall offer him/her the next available position. If the SRP declines this position, 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.
8. Until tobacco use is prohibited, effective July 1, 2016, when a SRP who is a tobacco user and who is on the recall list is offered a position at a smoke and tobacco free site, 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 who is a tobacco user turns down a position at a smoke and tobacco free site and gives being a tobacco user as the reason for turning down the position, he/she shall retain his/her current position on the recall list but will no longer be offered positions at other smoke and tobacco free sites.
9. If, after accepting a position, a SRP does not report to the new position within five (5) days of the 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. If a SRP has not been recalled within twelve (12) months of layoff, the Board shall have no further recall obligations, and the person shall be deemed to have resigned for personal reasons from the employment of the Board.

#### **SECTION F – Evaluation**

1. Prior to September 15, all SRP shall receive a copy of the assessment instrument, and an explanation of the assessment process shall be provided. This may take place during any beginning-of-the-year orientation, in-service, meeting, and/or via electronic communication. In the event a SRP is employed after other SRP have received this information, said instrument and explanation shall be given upon employment.
2. The worksite supervisor or designee making the evaluation shall meet with the SRP to discuss the areas in which the SRP's performance is satisfactory, and any area(s) in which the SRP's performance is unsatisfactory/deficient, or in which the SRP needs improvement. Ratings on assessment instruments shall reflect the appropriate level of consistent job performance for each assessment area during the period being evaluated.
3. After each assessment of a SRP, the SRP or witness shall sign and be given a copy of the assessment instrument. The signature of the SRP shall not necessarily indicate agreement with the assessment but only acknowledges that he/she has read the report.
4. A SRP shall be given the opportunity to include his/her comments in writing concerning the assessment report or, in the case of subparagraph 5 below, any written notification of performance deficiencies. These comments shall be placed in the SRP's personnel file if the assessment report or, in the case of subparagraph 5 below, any written notification of performance deficiencies is placed in the SRP's personnel file.
5. In the event a SRP is not performing satisfactorily, the worksite supervisor or designee shall advise the SRP in writing of the specific deficiencies in his/her performance and shall give the SRP reasonable time and assistance to overcome these deficiencies. Where possible, a face-to-face meeting to review this information shall be scheduled. The worksite supervisor or designee will:
  - a. notify the SRP in writing that deficiencies exist,
  - b. provide a full and complete explanation of deficiencies and suggested corrections,
  - c. offer administrative and supervisory assistance, and
  - d. provide reasonable time, depending on the deficiencies, for the correction of said deficiencies.

This written notification of performance deficiencies may be accompanied by a completed assessment instrument. However, at an alternative school for disruptive students, a SRP whose performance has not met the expectations of the principal shall be subject to involuntary transfer to another worksite twenty-five (25) days after the principal has provided the SRP with an opportunity to improve his/her performance and the performance continues to be below



expectation. At any time during this period, beginning with the initial notification to the SRP that he/she may be subject to involuntary transfer, the Union has the right to represent the SRP. At an alternative school for disruptive students, the salary of a SRP who is involuntarily transferred to another worksite shall be no less than he/she would have earned at the alternative school for the remainder of the school year. SRP involuntarily transferred shall not be transferred to a worksite which is twenty (20) miles further from his/her residence than the alternative school for disruptive students.

6. All confidentiality of the assessment allowable by law will be granted by the Administration.
7. All SRP will be evaluated, through the use and completion of an approved assessment instrument, at least once during the school year. Should a worksite supervisor not meet the date designated by the Human Resources Department for the completion of a SRP's evaluation, the worksite supervisor will inform the SRP of the reason for the delay. If a SRP receives an unsatisfactory evaluation, the SRP has the option of another evaluation to determine if satisfactory performance has been demonstrated. All evaluations shall be conducted only by worksite supervisors, their designees, or district-level supervisors.
8. All recommendations regarding continued employment except for positions affected by the layoff procedure shall be based upon information contained in the SRP's personnel file.

#### **SECTION G - Staff Development**

1. By February 1, the worksite supervisor and the SRP building representative will jointly conduct an election of all bargaining unit members at that worksite to elect a representative to coordinate SRP staff development activities there. The employee receiving the highest number of votes will be selected as that worksite's SRP staff development coordinator. All bargaining unit members at that worksite and the Union will be advised of election results.
2. The Board and the Union shall meet to assess the district's staff development programs as they relate to SRP and to make recommendations for changes/improvements.
3. All staff development components offered within any calendar month shall be posted in each worksite by the fifteenth (15th) working day prior to the activity.
4. When appropriate, SRP may serve as instructors for staff development components. The total compensation paid to SRP serving as instructors shall be one and one-half (1 1/2) times their regular hourly rate of pay for each meeting hour taught and such SRP shall be paid for mileage necessary to perform his/her duties as instructor under this section. Such mileage payment shall be in accordance with Article XI, Section A, paragraph 3 of this Agreement.
5. Attendance at staff development components shall be voluntary except for those components required to implement additional programs or goals established by the Board, the Legislature, or federal grants.
6. SRP within a specific field shall have first opportunity to attend staff development components related to their field.
7. Master inservice points may be used for recertification, and each group of twenty (20) points shall be equivalent to one (1) semester hour for this purpose.

#### **SECTION H - Political Activity**

1. All SRP shall have the freedom of political action when not engaged in their work assignments or other assigned responsibilities during the workday provided such action is within the laws of the United States of America and the State of Florida and their jobs are not used for their political advantage.
2. The right of all SRP to work and to vote for the party and candidate of their choice shall never be questioned, abridged, or denied by either the Board or the Union.
3. All SRP shall be entirely free from political domination, coercion, or the pretended necessity of making political contributions of money or other things of value or engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as employees of the school system or as members of the Union.

#### **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 Instructional Assistants / Paraprofessionals may not be duty-free and shall be included within their eight (8) hour workday. A 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 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 a 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. No SRP shall be required to work beyond the normal workday without additional pay. When overtime is necessary, a SRP who is not an exempt employee within the meaning of the Fair Labor Standards Act who works such overtime shall be paid at a rate of one and one-half (1 1/2) times his/her regular hourly rate for each hour in excess of forty (40) hours per week. With mutual agreement, compensatory time-off may be substituted for overtime pay provided such compensatory time can be granted prior to the end of the SRP's workweek.
- 4. Custodians will be employed for six, seven, or eight hours. In the event the custodial allocation does not permit employment at the hours stated above, a custodian may be employed for fewer hours.
- 5. Subject to the following conditions, a Bus Driver shall be guaranteed six (6) hours of work per day during the regular work year including forty (40) minutes for the completion of paperwork and the cleaning and fueling of his/her assigned bus:
  - a. guarantee will be calculated on a biweekly pay period basis;
  - b. the driver will be given the opportunity to work the difference in hours provided by his/her route and the guaranteed minimum hours by either (1) working additional daily driving assignments, (2) driving extracurricular trips, or (3) cleaning spare buses; in the event a driver is unwilling or unable to work the difference in hours, he/she will be paid for the time worked, not the time guaranteed;
  - c. when there is an open route at or above the guaranteed minimum hours, if a driver currently driving a route that is shorter than the guaranteed minimum is offered the route and refuses it, he/she shall no longer be guaranteed minimum hours for that school year;
  - d. route selection for the regular school year will occur seven (7) calendar days prior to the first student day.
- 6. If workdays are authorized for food and nutrition service employees, the activities to be accomplished during those days will take into consideration the needs at individual worksites.
- 7. Subject to the following conditions, a Transportation Assistant shall be guaranteed five (5) hours of work per day during the regular work year:
  - a. guarantee will be calculated on a biweekly pay period basis;
  - b. the Transportation Assistant will be given the opportunity to work the difference in hours provided by his/her route and the guaranteed minimum hours by substituting on other runs or, if substitute work is not available, by working in assigned schools; in the event a Transportation Assistant is unwilling or unable to work the difference in hours, he/she will be paid for the time worked, not the time guaranteed;
  - c. when there is an open route at or above the guaranteed minimum hours, if a Transportation Assistant currently assigned to a route that is shorter than the guaranteed minimum is offered the route and refuses it, he/she shall no longer be guaranteed minimum hours for that school year;
  - d. route selection for the regular school year will occur seven (7) calendar days prior to the first student day.
- 8. A change in working hours will be announced to affected SRP as soon as it has been determined.
- 9. SRP at an alternative school for disruptive students may be required to work after their normal workday to attend

emergency staff meetings for the purpose of crisis preparation and/or resolution, parent conferences, and scheduled open houses.

10. The practice of a second selection of ESE routes will be discontinued. No ESE Bus Driver or Transportation Assistant will lose time after the initial route selection subject to the applicable conditions specified in Article VII, Sections I-5 and I-7.
11. HB 349 of the 1999 Florida Legislature, Florida Statute 1003.01 requires the district to provide 240 days of instruction for students in the district's Juvenile Justice Programs. In order to provide these additional services to students in such programs, additional days must be provided for SRP beyond their regular contracts. Therefore, SRP assigned to such programs will have the following additional rights:
  - a. The right to first refusal of any and all additional days at the center to which the SRP is assigned. Any SRP choosing not to accept additional days shall not be penalized.
  - b. The right to earn up to two (2) additional sick leave days per year at the rate of one (1) day for each twenty (20) additional days worked if such additional days are consecutive with the SRP regular contract.
  - c. The right to utilize accumulated sick leave during additional days.

#### **SECTION J - Paid Holidays**

All SRP shall receive seven (7) paid holidays if they work a full work year for their position. Those SRP who work less than a full work year shall receive the paid holidays that fall within their period of employment. If a SRP is in a non-paid status both before and after a paid holiday, he/she shall not receive pay for the holiday.

#### **SECTION K - Facilities**

1. Where facilities permit, the Board shall provide, at no cost to the SRP, paved, off-street parking facilities for all SRP. Parking facilities for SRP shall be planned in conjunction with new school construction.
2. The Board agrees that SRP shall have the right to use existing employee lounge(s) at each worksite.
3. At least one (1) telephone shall be made available at each worksite for SRP use. The location of this telephone and those designated for SRP use in new schools shall provide as much privacy as possible. The Board shall not be required to install new telephones or move existing ones in order to comply with this language.
4. The Board shall make restrooms available exclusively for employee use.
5. The Board agrees that SRP shall have the right to use reserved dining areas designated for the use of employees in each school. SRP shall be permitted to take food from the school cafeteria during employee meal times to areas designated by the worksite supervisor.
6. Upon request, the District shall provide Instructional Assistants/Paraprofessionals a lockable space for personal belongings.

#### **SECTION L - Personnel Files**

1. No materials related to a SRP's conduct, service, character, or personality shall be placed in the files unless the SRP has had an opportunity to read the material. The SRP shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she had read the material to be filed and does not necessarily indicate agreement with the content. In the event a SRP shall refuse to sign, a witness may sign to indicate that the SRP has received the material.
2. The SRP shall have the right to provide a written answer to any material in the SRP's file, and said answer shall be attached to the file copy and placed in the personnel file. Personnel files shall be maintained only at the district office.
3. Communications of a nonprofessional nature shall not be placed in a SRP's file nor shall any anonymous information be placed in said file.
4. A SRP may request placement in his/her file of any such material pertinent to his/her professional career, performance, or qualifications. If the material that the SRP wishes to place in his/her file is not prohibited by this Agreement, the material shall be placed in his/her personnel file.
5. Grievances filed by any SRP under the grievance procedure outlined in this Agreement shall not be placed in the personnel file of any SRP nor shall they be used in any recommendation for job placement.
6. The SRP shall have the right to see and/or to receive copies of any material in his/her personnel file upon the presentation of photo identification or upon written request. Cost of duplication, not to exceed fifteen (15) cents per sheet shall be paid by the SRP. Review of the file shall be at any reasonable time, under reasonable conditions, and in the presence of the Custodian of Records or the appropriate designee.
7. Upon the written authorization by the SRP, the Union shall have the right to see the SRP's entire personnel file.



8. All documents maintained concerning a SRP to be used for official purposes shall be kept only in the SRP's personnel file at the district office.
9. Evaluations or changes in evaluations shall not be inserted into a SRP's file for any prior year after September 1 following that work year.

#### **SECTION M - Parent-SRP Conferences**

1. Except in the event of unusual circumstances, parent-SRP conferences shall be arranged by the worksite supervisor or his/her designee in accordance with the following guidelines: (a) consultation with the SRP involved and the establishment of time, date, and place of conference with all parties involved, (b) notification of the purpose of the conference if not initiated by the notified SRP, and (c) notification to the SRP of the confirmed conference time, date, and place.
2. Release time shall be granted to SRP when needed for parent conferences provided that the conference is arranged by the worksite supervisor or designee in accordance with the provisions of this section. At an alternative school for disruptive students, if it becomes necessary to schedule a conference after the regular workday of the SRP, the principal and the SRP will meet and mutually agree upon the date and time of the conference.

#### **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 a 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 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 a 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 O - School Related Person of the Year**

1. The Union shall conduct the School Related Person of the Year selection process using rules devised for that purpose by the Union.
2. SRP who are serving as chairpersons of the worksite School Related Person of the Year Committee shall be granted release time once each year to attend a meeting for orientation purposes. The release time shall include appropriate travel time and SRP shall return to their respective worksites immediately following the meeting if time allows. Worksite chairpersons who are Bus Drivers, Relief Bus Drivers, Transportation Assistants, or Alternative School Bus Drivers/Paraprofessionals will only be granted such release time if their duties can be covered using personnel who normally cover such duties. The worksite supervisor's decision as to whether SRP in these positions can be released will be final. In addition, the Board shall grant up to three (3) days of release time for up to five (5) SRP serving on the District SRP of the Year Selection Committee. All other meetings related to selection of School Related Person of the Year shall be held outside normal working hours of the SRP involved.
3. The Board shall recognize the SRP selected as Worksite School Related Persons of the Year and the SRP selected as the District School Related Person of the Year.

#### **SECTION P - Charter Schools**

As soon as the Board is aware that an existing school is considering converting to a charter school or the Board is considering the construction of a new facility for the purpose of establishing a charter school or an application is made to the Board to establish a charter school, the Union will be informed in order to negotiate the impact, if any, on the SRP bargaining unit members.

#### **SECTION Q - Tobacco Free Policy**

1. Smoking and the use of all tobacco products are prohibited by law inside all School Board facilities and in all "common areas" as defined in the Florida Clean Indoor Air Act to be "any hallway, corridor, lobby, aisle, water fountain area, restroom, stairwell, entryway, or conference room..."
2. The current practice whereby the worksite administrator designates employee outdoor smoking area(s) that are shielded from student view and are located away from regularly used student activity areas on existing School Board grounds shall continue, except under the following conditions until July 1, 2016:
  - a. Effective July 1, 1996, all future newly acquired worksites, including all School Board real and personal property located on those sites, shall be designated as smoke and tobacco free. No employee at these sites shall use any tobacco product in the building(s) or on any outside grounds. This includes the use of such tobacco products in motor vehicles with the exception of those vehicles entering or exiting the worksite(s).
  - b. Any school or worksite that is rebuilt or remodeled shall be designated as smoke and tobacco free regardless of when the property was acquired.
  - c. Until tobacco use is prohibited, effective July 1, 2016, all employees assigned to any School Board facility which is not smoke and tobacco free shall be surveyed once each year if requested by any employee at the facility. Such request shall be made in writing by September 30 to the Director of Employee Relations, with a copy provided to the President of the Union. The intent of the survey is that, as all employees at any such facility declare that they are non-tobacco users or are willing to refrain from the use of tobacco products at the facility, the facility shall be declared tobacco free.
3. Until tobacco use is prohibited effective July 1, 2016, when a SRP who is a tobacco user and who is on the recall list is offered a position at a smoke and tobacco free site, 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 who is a tobacco user turns down a position at a smoke and tobacco free site and gives being a tobacco user as the reason for turning down the position, he/she shall retain his/her current position on the recall list but will no longer be offered positions at other smoke and tobacco free sites.
4. Effective July 1, 2016, all school grounds, campuses, property, and all Board vehicles, including golf carts and school buses, whether owned or leased by the Board, shall be tobacco free at all times. This includes the use of such tobacco products in motor vehicles with the exception of those moving vehicles entering or exiting the work site(s).

5. For purposes of this policy, “use of tobacco” shall mean all uses of tobacco, including cigars, cigarettes, pipe tobacco, chewing tobacco, snuff, or any other matter or substances that contain tobacco and the possession of papers used to roll cigarettes. The “use of tobacco” shall also include the use of electronic, vapor, look alike, clove, or any other substitute forms of cigarettes or any smoking devices.
6. The district shall continue to promote smoking cessation through its Health and Wellness Centers and/or other local health agencies that may offer similar programs.

#### **SECTION R - Relief Bus Drivers**

1. In an effort to provide an adequate number of Bus Drivers, the position of “Relief Bus Driver” has been established. It is the intent of the Board to fill vacancies in this position from within the ranks of Bus Drivers currently employed with the district and to use Relief Bus Drivers as described in the approved job description.
  - a. Relief Bus Driver hourly rate will be based on a forty (40) hour week using the salary schedule for Bus Drivers (SRP 19). Overtime, if any, will be kept to a minimum. However, any Relief Bus Driver who is called to work shall be paid for a minimum of two (2) hours.
  - b. Advertising for Relief Bus Driver positions will be conducted “in-house.” Should this not result in filling all available Relief Bus Driver positions, advertising will be conducted to attract applicants from outside of the Transportation Department.
  - c. A regular Bus Driver who moves to a Relief Bus Driver position will retain seniority as a Bus Driver. Such seniority will be retained for purposes of layoff/recall, route bidding on an open position, and route selection if the Relief Bus Driver reenters the selection process prior to the start of the school year. A single seniority list will be kept for the group comprised of Bus Drivers and Relief Bus Drivers for these purposes.
  - d. Relief Bus Drivers will be allowed to reenter the selection process prior to the start of the school year in order to bid for a regular route, according to the procedures as established in the SRP Master Contract, Article VIII, Section A, paragraph 10. A Relief Bus Driver who wishes to reenter the selection process in this manner must apply in writing to the Director of Transportation on or before the last day of the Relief Bus Driver’s regular work year preceding the start of a new school year.
  - e. Relief Bus Drivers will be allowed to bid on open routes. However, the Relief Bus Driver may be required to remain in the Relief Bus Driver position until his/her replacement is hired.
  - f. Relief Bus Drivers will be afforded the same rights to bid on Summer School routes as are Bus Drivers.
  - g. Relief Bus Drivers can choose to be in the field trip rotation. However, the Relief Bus Driver recognizes that because of the requirement to keep overtime to a minimum, the opportunity for field trip assignments is diminished.
  - h. Relief Bus Drivers may be used as coaches or to assist in training of new drivers. Relief Bus Drivers will not be used in a supervisory capacity.
2. The Board and the Union will work together to resolve problems, if any, as the problems become identified.

#### **SECTION S - School Advisory Councils**

1. The composition of and procedures for SRP, education support employees, membership on School Advisory Councils (SACs) shall be in accordance with guidelines provided in the district manual “Pasco County District School Advisory Councils.”
2. According to the provisions of Florida Statute 1001.452(1)(a), education support employee means any person employed by a school who is not defined as instructional or administrative personnel and whose duties require twenty (20) or more hours in a normal working week.
3. Upon the Union President’s request, the Superintendent and/or his/her designee shall meet with the Union President on mutually agreeable date(s) and time(s) for the purpose of facilitating the communication of information regarding school accountability and improvement.

#### **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. No SRP shall be required to attend staff meetings, parent-SRP conferences or other work related activities during his/her off duty time without additional compensation.
  - 3. All SRP assigned to work at more than one (1) worksite shall have one (1) worksite designated as a home-base worksite. Such SRP shall receive their salary warrants at the home-base worksite.
  - 4. All SRP assigned to work at more than one worksite on the same day shall be reimbursed for all mileage between the home-base worksite and other assigned worksites at the rate established for the payment of mileage. Travel time, as assigned, between worksites shall not be construed as lunchtime.
  - 5. No SRP shall be required, as a condition of employment, to participate in commercial solicitation regarding noninstructional materials.
  - 6. A SRP who works at a worksite on double session or extended-day schedule shall receive full pay for a full day worked.
  - 7. Following appointment by the Board, the SRP will be provided with the following: (a) duty hours and work assignment, (b) copy of data sheet which will contain information on salary schedule number, step placement, and pay rate, (c) copy of Education Supplemental Pay Plan, and (d) opportunity for orientation to work area.
  - 8. Normally, SRP shall not be required by the worksite supervisor or designee to transport student(s) or equipment in his/her vehicle. However, at times the health or safety of a student may require that a SRP provide transportation for a student. In that event, the Board shall reimburse the SRP at the authorized rate for mileage and shall maintain excess insurance coverage for such activities. Also, equipment required to perform the duties of a position shall be exempt from provisions of this section.
  - 9. No SRP shall be required to present evidence of health, including but not limited to health certificates and tuberculosis skin test results, as a condition of continued employment except as provided in Florida Statutes, State Board of Education rules, and applicable Department of Education rules and regulations. The Board shall pay for all physical examinations required by law if they are performed by physicians approved by the Board for this purpose. It shall be understood that pre-employment physical examinations shall not be paid for by the Board. After extended personal illness of ten (10) or more successive days, a SRP may be required to present a doctor's statement testifying to the fitness of the SRP to resume the duties of the position held.
  - 10. Any SRP who resigns from his/her position prior to the end of his/her normal work year shall be released from employment by the Board without prejudice provided that said SRP has given notice of such intent at least ten (10) calendar days prior to the termination date.
  - 11. Upon request, a SRP shall receive a courtesy pass for regular season district athletic events which will admit him/her free of charge.
  - 12. The regular appointment date as a Transportation Assistant shall be used to determine the order for route selection.
  - 13. The substitute or regular appointment date (whichever is earlier) as a Bus Driver shall be used to determine the order for route selection.
  - 14. At the end of their first year, SRP who volunteered to work at an alternative school for disruptive students shall have the right to return to their previous worksite position. If a SRP wishes to exercise this right, he/she must notify his/her current and previous worksite supervisors and the district Human Resources Department in writing of his/her intentions prior to April 1. Failure to make this notification will bar relief through the grievance process in the event another person has been appointed to the previous worksite position for the next school year.
  - 15. Administration of Medications and Medical Procedures
    - a. **Medications and Routine Medical Procedures** - SRP (other than Health Assistants, Senior Child Care

Assistants, or LPNs) shall not administer medication or perform routine medical procedures as part of their daily work responsibilities, unless the SRP has volunteered and has been authorized by the worksite or district/program supervisor. The SRP who administers medication or performs routine medical procedures shall receive training by a licensed practical nurse, a registered nurse, a licensed physician or a licensed physician assistant. Such training shall be provided by the Board during the SRP's work hours.

- b. **Performance of Invasive Medical Procedures.** LPNs shall perform invasive medical procedures as part of their daily work responsibilities. Non-medical SRP are prohibited from performing invasive medical procedures.

Personnel other than LPNs shall not be allowed to perform invasive medical services that require special medical knowledge, nursing judgment, and nursing assessment. These procedures (invasive medical services) include, but are not limited to:

1. sterile catheterization,
2. nasogastric tube feeding, or
3. cleaning and maintaining a tracheostomy and deep suctioning of a tracheostomy.

SRP (other than Health Assistants, Senior Child Care Assistants, or LPNs) shall not perform health-related services as part of their daily work responsibilities, unless the SRP has volunteered, has been authorized by the worksite or district/program supervisor, and has successfully completed child-specific training by a licensed practical nurse, a registered nurse, a licensed physician, or a licensed physician assistant. All procedures shall be monitored periodically by the nurse. Those procedures include, but are not limited to:

1. clean intermittent catheterization,
2. gastrostomy tube feeding,
3. monitoring blood glucose or
4. administering emergency injectable medication.

For all other invasive medical services not listed above, a licensed practical nurse, a registered nurse, a licensed physician, or a licensed physician assistant shall determine if non-medical school personnel shall be allowed to perform such service.

16. Any SRP whose duties include the supervision or transportation of an ESE staffed student or a student with a medical condition which may require special attention shall be notified as soon as possible of the placement of such student under the SRP's supervision. Within thirty (30) days of such notification, pertinent instruction/information regarding such students shall be available to the SRP.
17. When a Facility and Maintenance Services employee is required to report first thing in the morning to any worksite other than the Facility and Maintenance Services Department, he/she shall be provided a district vehicle to drive home the preceding afternoon.

## **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 a 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, a 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.

## **SECTION V – MONITORING OF PRE-K STUDENTS ON BUSES**

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

The Board and Union agree to the following guidelines relative to the use of school based instructional assistants/paraprofessionals for the bus monitoring function:

- 1. Appropriate training will be provided.
- 2. When the monitoring assignment establishes a regular workday longer than what the SRP's regular workday was without the monitoring duties, the workday will be represented in quarter hour increments, (7.25, 7.5, etc.)
- 3. Sick leave will be earned based on the SRP's established regular workday.
- 4. Sick leave will be used according to the SRP's established workday at the time of use.
- 5. The length of the SRP's regular workday may change due to student ridership or a bus route change.
- 6. Seniority will be considered when making monitor assignments.
- 7. SRP input will be considered when it is necessary to designate a pick-up or drop-off point for the monitor other than his/her regular worksite.
- 8. Coverage for an absent monitor shall be provided by the Transportation Department whenever feasible. Should the Transportation Department be unable to provide coverage then the school will share in the responsibility for finding a replacement.

The Board and Union further agree to monitor the implementation of this program and to meet and discuss any problems or issues that may arise.

#### **SECTION W – TRANSPORTATION COMMITTEE**

The Board and Union agree to explore alternative programs and/or procedures for possible implementation each school year and to discuss any concerns or issues for any transportation department program and/or procedure now being used including the basic procedure for assigning field trips. The first meeting on transportation issues will take place during the first quarter of the school year for potential implementation in that school year.

#### **END OF ARTICLE VII**

### **ARTICLE VIII -- LEAVES OF ABSENCE**

#### **SECTION A - Rules Governing**

1. Any SRP on approved leave shall retain seniority rights. No approved leave shall be considered a break in service for any reason, but seniority shall not be accrued during that time except in the case of Military Leave or the Union President's leave.
2. Any SRP on approved leave with pay shall be eligible for all benefits during the period of the leave including but not limited to retirement and retention of employment status.
3. During any approved leave of absence, the SRP shall have the right to participate in all group fringe benefit plans provided by the Board. In the event the leave is unpaid, the SRP shall be permitted to make his/her own and the Board's regular contributions to all benefits requiring such contributions.
4. Any SRP on approved, extended leave who returns to the position held prior to going on leave without a break in service shall be placed on the appropriate salary range upon return. If the SRP does not return to the position held prior to going on leave or if there is a break in service, salary range placement shall be governed by the rules in effect at the time of rehire. However, those SRP returning from Military Leave within the time legally stipulated shall be advanced to the appropriate position on the salary range as if they had been in actual service in the district.
5. a. Positions at the SRP's worksite at the time of beginning a leave shall be held for SRP who are granted unpaid leave under the following conditions:
  - 1) Unpaid Health Leave not to exceed one hundred and ten (110) working days. If eligible, up to twelve (12) weeks or sixty (60) days of Family and Medical Leave (FMLA Leave) will run concurrently;
  - 2) Child Rearing Leave for up to one hundred and ten (110) working days. If eligible, up to twelve (12) weeks or sixty (60) days of Family and Medical Leave (FMLA Leave) will run concurrently;
  - 3) Military Leave for the period of time obligated to serve in accordance with applicable law;
  - 4) Education Leave for a period not to exceed one (1) year;
  - 5) Civic Participation Leave for up to one (1) year at a time for a period not to exceed the term of office;
  - 6) Family and Medical Leave (FMLA Leave) for up to twelve (12) weeks;
  - 7) Union President's and Union-designated leave as explained in Article III, Section A, paragraphs 12, 13, 14 and 15;
  - 8) A SRP's paid leave will run concurrently with unpaid leave. The Americans with Disabilities Act of 1992 will also be taken into consideration with employee leaves.
- b. Upon request, a SRP shall be granted any unpaid leave listed in Article VIII, Section C-Unpaid Leaves under the provisions stated therein for which he/she qualifies for a period up to one year, but his/her position shall not be held except for SRP who are granted Civic Participation Leave, Education Leave, Military Leave as described in (5)(a)(3), FMLA Leave, or Union President's and Union-designated leave. Further, no extension of leave beyond one (1) year shall be granted except for Civic Participation Leave, Military Leave, or Union President's and Union designated leave.
- c. If it is necessary to remain on leave in excess of 110 days, the employee's status will be changed to "Human Resources on Assignment." That designation will remain for the remainder of the current year and if necessary, the entire following school year. If the employee is able to return before the end of the second school year, they will be given an opportunity to apply, as an internal candidate, with no break in service or a need to be re-fingerprinted. In the event the employee is still unable to return after the second year being "human resources on assignment" they will be released from employment from the District.
6. Persons hired to replace SRP who are on extended, unpaid leave and whose position is being held will be notified prior to employment that their appointment is only for the period of time that the SRP is on leave. In the event that

the SRP does not return from leave or extends his/her leave and no longer qualifies for the position to be held, the person occupying the position shall continue in the position. Prior to recommending approval of an extended, unpaid leave, the worksite supervisor shall inform the SRP in writing whether or not his/her position will be held for the return of the SRP from leave. If the position will not be held, the SRP will be terminated at the end of his/her leave. However, a SRP will be given consideration for other positions for which he/she may be qualified when he/she is ready to return from leave.

7. a. If a SRP has exhausted all paid leave and is still unable to work because of personal illness or injury, he/she will be granted unpaid Health Leave and his/her position will be held, up to a total of one hundred and ten (110) days for paid and unpaid leaves combined.  
b. Paid and unpaid leave granted under the provisions of Article VIII, Section C-7 a) 5), Family and Medical Leave (FMLA), based on the serious health condition of the SRP, will be counted toward the days available for Health Leave, and will be counted toward the one hundred and ten (110) days of Health Leave in which a SRP's position will be held.
8. A SRP who is absent without leave on a temporary basis shall not be subject to loss of pay and/or subject to reprimand or dismissal if said absence is beyond the individual's control and the SRP is unable to notify the worksite supervisor or designee and said SRP is eligible for paid leave during his/her absence. Upon request by the worksite supervisor or designee, reasonable documentation, if the situation permits, and/or explanation will be furnished by the SRP at the earliest possible time.
9. When a SRP receives an unpaid leave of absence after the beginning of the second semester that extends to the end of the school year, the number of days remaining to be paid to the SRP shall be divided by the number of days in the SRP regular payroll check to determine the number of pay periods for which the school district will pay benefits except as provided for FMLA Leave.
10. When bus routes are picked at the beginning of the school year, a Bus Driver or Transportation Assistant on extended leave for whom a position is not being held who wishes to return from leave and is otherwise qualified to pick a route will be permitted to do so in regular seniority order provided that a vacant Bus Driver or Transportation Assistant position exists at that time.

## **SECTION B - Paid Leaves**

### **1. Sick Leave**

- a. Each SRP employed on a full-time basis shall be credited with four (4) days of Sick Leave at the end of the first month of employment during each year of employment and shall earn one (1) day of Sick Leave for each month of employment thereafter; such leave shall be credited as earned. Sick Leave shall not be used prior to the time it is earned by the SRP.
- b. The number of Sick Leave days earned during any one (1) year shall be equal to one (1) day for each month of employment completed during the regular school year.
- c. For the purpose of earning Sick Leave, positions in which the work year consists of up to 215 days are ten (10) month positions; positions in which the work year is from 216–230 days are eleven (11) month positions; and positions in which the work year is 231 days or more are twelve (12) month positions.
- d. SRP who work less than the full number of days in a position shall receive one (1) day of Sick Leave for each period consisting of twenty (20) workdays. All fractions shall be rounded down to the nearest whole number for the purposes of establishing the number of sick days earned.
- e. A SRP employed for the Summer School session on a full-time basis will earn one (1) day of paid Sick Leave for each full month of employment. A SRP employed for the Summer School session on a part-time basis will earn one-half (1/2) day of paid Sick Leave per month. Sick Leave earned during Summer School shall not be used for any purposes other than those specified in Article VIII, Section B, 1, j).
- f. The allotted Summer School sick days shall be accrued on a cumulative basis. Sick days earned during the regular school year may be used during Summer School session.
- g. Any SRP hired prior to July 1, 2013, who has accrued sick leave outside the district but in the State of Florida shall be credited on a day-for-day basis with all accrued leave. Said leave shall be credited in the same manner as sick leave earned within the district. Any SRP hired on or after July 1, 2013, will not be credited for sick leave accrued outside of the district.
- h. Sick Leave shall be cumulative from year to year. There shall be no limit placed upon number of days a SRP may accrue.
- i. Sick Leave hours accrued shall be reported on each salary warrant stub.



- j. Sick Leave days may be used either for personal illness or emergencies as defined below:
  - 1) personal illness of the SRP;
  - 2) death or illness in the immediate family. Immediate family shall mean husband, wife, child, father, mother, brother, sister, or other close relative or member of his/her household; or
  - 3) extended illnesses and/or disability related to pregnancy if leave request is accompanied by a physician's statement of disability.
- k. SRP shall elect to have Sick Leave deducted in one hour, one half (1/2) day or one full day increments. When possible, SRP should schedule sick leave to be used in one hour increments so as not to affect student contact time. This paragraph will be effective October 1, 2013.
- l. SRP must exhaust all paid Sick Leave before being permitted to take unpaid Sick Leave except for absence because of injury/illness-in-line-of-duty. SRP may elect to use vacation days before taking unpaid Sick Leave.
- m. Transfer of Sick Leave to Family Member
  - 1) Effective July 1, 2001, a SRP may transfer a minimum of one-half (1/2) day of his/her accrued sick leave to his/her spouse, child, parent, or sibling who is employed by the district, providing the recipient:
    - a) is absent for a qualifying reason as stated above in Article VIII, Section B, 1,
    - b) has used all of his/her accumulated sick leave and vacation leave, and
    - c) is employed in a sick leave earning position.
  - 2) Eligibility begins with the first day the SRP (recipient) is absent and has no accrued paid days. Transferred days requested will be applied consecutively beginning on the first day of eligibility. The request must be filed with the Department of Human Resources no later than the last day of the next pay period immediately following the pay period in which the first day of eligibility occurred.
  - 3) Transferred days cannot:
    - a. be used intermittently during the extended absence,
    - b. be used for personal leave with pay,
    - c. be used for any "terminal value," or
    - d. establish or continue eligibility for the Sick Leave Bank.
  - 4) Transferred days will be returned to the donor if unused by the recipient.
  - 5) Sick leave transferred under this provision may apply toward the number of required days needed to meet the requirements for the withdrawal of days from the Sick Leave Bank.
  - 6) Any days transferred under this provision will be counted toward the SRP's annual twelve (12) week entitlement under the provisions of Article VIII, Section C, 7, a), Family and Medical Leave, if applicable.
  - 7) Sick leave days transferred under this provision will be paid at the rate of pay of the recipient.
- n. Voluntary Employee Sick Leave Donation
  - 1) Beginning October 1, 2015, employees may request the donation of sick time from other District employees through the Voluntary Employee Sick Leave Donation Program. This program will allow an employee with a documented major condition to request additional paid sick time after they have exhausted their own accrued and credited paid time. The purpose of this program is to provide an opportunity for employees to voluntarily donate sick leave to an employee who, or whose spouse, minor child, or dependent child who is under legal guardianship of the employee, is experiencing a major medical emergency, illness, accident, or injury and has already exhausted all other available paid leave.
  - 2) To receive donated sick time the employee must:
    - a) have one or more years of continuous service in the district;
    - b) have exhausted his/her own accrued and credited paid time, including vacation;
    - c) complete and submit to the Office for Human Resources and Educator Quality all required request form(s) and supporting documentation.
    - d) have a documented major medical emergency, illness, accident or injury or whose spouse, minor child, or dependent child who is under guardianship of the employee has a documented major medical emergency, major illness, accident or injury;
    - e) have not received formal discipline for attendance in the previous twelve (12) months.
  - 3) To donate sick time an employee must:
    - a) retain eight hours of accrued and credited sick time after donating;

- b) complete and submit to the Office of Human Resources and Educator Quality all required request form(s) and supporting documentation.
- 4) The transferred days cannot:
  - a) be used for personal leave with pay;
  - b) be used for any "terminal value;"
  - c) establish or continue eligibility for the Sick Leave Bank;
  - d) be retracted by the donor.
- 5) Sick Time must be donated in increments of days of the recipient. Days transferred under this provision will be paid at the rate of pay of the recipient. The maximum number of days an employee can receive is one hundred (100). Should an employee receive days through the Sick Bank the combined maximum number of days will be one hundred (100), with donated days being used prior to Sick Bank hours. The maximum number of days an employee can donate to an individual employee is one hundred (100).
- 6) The Office for Human Resources and Educator Quality will send an electronic request for each employee who is seeking to receive donated sick leave. Employees must disclose their name. Employees may choose to have the electronic request sent District-wide or to employees of the requesting employee's school or department. Employees will have the option to disclose the major medical emergency, illness, accident or injury.
- 7) Donations from eligible employees who are family members of the receiving employee will be processed before all other pending donations. A family member is defined as a spouse, child, parent, or sibling of the employee.
- 8) Any days transferred under this provision will apply toward the employee's entitlement for Family and Medical Leave, if applicable, and any other leave(s) to which the employee is entitled.

## 2. **Injury/Illness-in-Line-of-Duty Leave**

- a. A SRP shall be entitled to Injury/Illness-in-Line-of-Duty (ILD) Leave not to exceed ten (10) days during any school year because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted at work. ILD Leave shall be granted only after investigation and approval. Such leave shall be non-cumulative from year to year without approval from the ILD committee as described below.
- b. A SRP may seek additional ILD leave for an illness or injury incurred and approved in a prior school year if the SRP's additional care is approved in his/her workers' compensation claim and he/she submits medical documentation supporting such need. Such additional ILD leave may be granted not to exceed ten (10) days during any school year only if the ILD committee reviews and approves an additional leave request.
- c. In case of sickness or injury occurring under said circumstances, the Board may grant additional leave.
- d. No leave granted under this provision shall be charged to accrued Sick Leave.
- e. The Board and Union agree that a committee shall be authorized to investigate and approve reports of illness/injury-in-line-of-duty, use of Injury/Illness-in-Line-of-Duty Leave, and make recommendations to improve safety conditions, and the use of Workers' Compensation benefits. An administrator with voting power shall chair this committee. In addition, the Board and the Union shall name an equal number of voting members.

## 3. **Personal Leave**

- a. A SRP shall be allowed up to six (6) days of Personal Leave at full compensation during each year of employment. Such leave will not be cumulative and shall be deducted from accrued Sick Leave when used. Such leave shall not be used for recreational purposes, SRP shall not be required to give the reasons on leave forms.
- b. On no more than five (5) occasions per year, Personal Leave charged to Sick Leave as defined in paragraph 3 a) above may be granted in hourly units on an hour of leave for an hour of absence basis provided that service to students is not interrupted.
- c. A SRP may use one (1) day of the six (6) days of Personal Leave charged to Sick Leave to help chaperone or act as an adult supervisor or monitor a school-related event in which the SRP's child is participating. The SRP shall be required to specify that such leave will be used for this purpose. The SRP shall apply for such leave at least five (5) days prior to such event or as soon as possible after receiving notification of such event. Such leave may be used in half-day units or as a full day. For Alternative School Bus Driver/Paraprofessionals, Bus Drivers, and Transportation Assistants, tentative approval to use one (1) day of the six (6) days of Personal

Leave charged to Sick Leave for these purposes may be granted no later than the preceding day and final approval no later than the start of the workday of the requested leave.

- d. For those employees who are authorized to be employed beyond the regular school year in Summer School, on one occasion during the period of Summer School, one (1) day (the number of hours worked daily in Summer School) may be used as a personal day charged to Sick Leave provided:

- 1) the employee has not used all six (6) personal days from the previous school year,
- 2) the employee has accrued a sufficient number of Sick Leave hours,

#### 4. **Judicial Leave**

- a. A SRP absent from work shall be paid his/her regular salary by the Board provided:
  - 1) he/she has been summoned and required to report to jury duty;
  - 2) he/she has been issued a subpoena by an authorized agency and required to appear within the state of Florida; or
  - 3) he/she has been issued a subpoena by an authorized agency of the federal government and required to appear.
- b. Such time shall not be deducted from Sick Leave or Vacation Leave accumulations.
- c. The SRP shall not be required to sign over to the Board any money received for such service.
- d. These provisions are not applicable when the SRP is a primary party to legal action unrelated to his/her employment.

#### 5. **Vacation Leave**

- a. SRP employed in a twelve (12) month position shall earn Vacation Leave at the following rate:

<b>Proportion of Days of Leave Earned</b>	
<b>Continuous Service</b>	<b>During Pay Period (Biweekly)</b>
Up through five (5) years	.5
Six (6) through ten (10) years	.625
Over ten (10) years	.75

- b. Continuous service shall be construed as employment with one (1) or more Florida state agencies without a break in service.
- c. Authorized leaves of absence shall be considered continuous service.
- d. A SRP shall not earn vacation time while on an approved leave without pay nor shall the time on such leave be credited toward years of experience.
- e. A Florida state agency employee who terminates employment at any time other than the end of his/her work year will be considered as having a break in service unless employed by another Florida state agency within ten (10) days.
- f. Consecutive employment in less than twelve (12) month positions will constitute continuous service.
- g. A SRP who terminates employment will receive a final payment of accrued Vacation Leave based on hourly rate on the date of termination.
- h. SRP who transfers from a vacation-earning position to a non-vacation-earning position must use accrued vacation time within the work year if the transfer is effective at the beginning of a work year or by the end of the next work year if the transfer is effective during a work year. If vacation time is not taken within these time limits, it will be forfeited.
- i. Beginning July 1, 2019, SRP shall be permitted to carry forward beyond July 31st of each year, sixty (60) days of accrued Vacation Leave.
- j. As per Florida Statute 1012.65, terminal pay for accrued vacation leave may not exceed a maximum of sixty (60) days.
- k. Employees who retire under the Florida Retirement System (FRS) with full or reduced benefits as provided by law and who receive a lump-sum payment of accrued vacation leave earned in accordance with Article VIII, Section B-5 and who meet the participation requirements provided in Article XI, Section G,1,g) of this Agreement, shall have said lump-sum payment of accrued vacation leave paid into a Board-approved 401(a) Qualified Retirement Plan subject to annual contribution limits and subject to the same fund withdrawal penalty reimbursement as provided in Article XI, Section G,1,g) of the Agreement.

## 6. Sick Leave Bank

A Sick Leave Bank was established prior to the 1984-1985 school year for the purpose of providing income protection to participating employees suffering personal illness or injury not otherwise compensated by the Board or Workers' Compensation. Bargaining unit members holding Sick Leave earning positions shall be eligible to participate in this Bank after one year of employment in the district and accumulating at least one (1) day of unused Sick Leave.

- a. To become a member, eligible employees shall contribute one day of Sick Leave to the Bank. Enrollment for the Sick Leave Bank year (October 1 through September 30) shall be open from the first workday in September through the last workday in September each year. Applications for use of the Bank may be obtained from the bargaining unit member's primary worksite.
- b. Members of this Bank may receive paid Sick Leave days up to a maximum of one hundred (100) days within a twelve (12) month period. The twelve (12) month period will start on the first date that a member receives days from the Sick Leave Bank, and the member will be eligible to receive up to one hundred (100) additional days starting on the anniversary date of the member first receiving days from the Sick Leave Bank. The awarding of days is subject to the following conditions:
  - 1) The need must arise from the member's own personal illness or injury. If the personal illness or injury is catastrophic, a member may receive up to one hundred (100) days. If the personal illness or injury is less than catastrophic, a member may receive up to fifty (50) days. In no event may a member receive more than one hundred (100) days within a twelve (12) month period from the Bank.
  - 2) All accumulated personal Sick Leave must have been exhausted.
  - 3) The member has been absent in either paid or unpaid leave status at least ten (10) consecutive days or for ten (10) nonconsecutive days occurring within a ninety (90) day period that are related to the same illness/injury as substantiated by proper medical documentation. No member shall receive reimbursement from the Sick Leave Bank for any unpaid days that fall within the ten (10) day eligibility period.
  - 4) A statement must be completed by a licensed physician and/or a licensed mental health professional describing the illness or injury.
  - 5) The member must submit an application and the statement(s) completed by a licensed physician and/or a licensed mental health professional to the Chairperson of the Sick Leave Bank Committee, or his/her designee, who will process the application and submit the member's application and related documents to the Sick Leave Bank Committee.
  - 6) If days from the Bank are granted, they may start no sooner than the first day following the ten (10) consecutive days of absence as specified in paragraph 3) above.
- c. In the event a member has a preexisting condition on the date of enrollment, there shall be a ninety (90) day waiting period before eligibility based upon disability due to that particular illness.
- d. Any days granted from the Sick Leave Bank will be counted toward the SRP's annual twelve (12) week entitlement under the provisions of Article VIII, Section C, 7, a), Family and Medical Leave.
- e. The Bank shall be deemed depleted when the balance reaches 1,200 hours. Participating members shall contribute one additional day each time the Bank is depleted but not more than once per year. Upon Bank depletion, each member shall be required to contribute one additional day to remain a member.
  - 1) If a member elects to withdraw from membership, he/she shall be removed from membership and invited to reapply. In this case, initial membership requirements must be met.
  - 2) If a member does not have one Sick Leave day to contribute, his/her membership shall be suspended until he/she has earned one Sick Leave day to contribute.
- f. An administrative committee shall administer the Bank according to applicable laws, policies, and procedures. The composition of the committee shall be as follows:
  - 1) the Superintendent or his/her designee;
  - 2) one Transportation Department employee elected by Transportation Department employees;
  - 3) one custodial employee elected by custodial employees;
  - 4) one Food and Nutrition Services employee elected by Food and Nutrition Services employees;
  - 5) one secretarial or clerical employee elected by secretarial or clerical employees;
  - 6) one Facility and Maintenance Services Department employee elected by Facility and Maintenance Services Department employees;

- 7) the Supervisor of Student Services responsible for School Nurses;
- 8) one paraprofessional employee elected by paraprofessional employees; and,
- 9) the President of the Union or his/her designee.
- 10) With the exception of the Superintendent or his/her designee, the Supervisor of Student Services responsible for School Nurses, and the President of the Union or his/her designee, only participating members of the Noninstructional and Administrators Sick Leave Bank shall be eligible to serve on the committee to administer the Bank. Also, only participating members of the Bank shall be eligible to vote for committee members.

Beginning with the 2001-2002 school year, the Board and the Union will mutually agree as to the appropriate representation for each position title eligible for membership in the Sick Leave Bank. Once a position title has been assigned to one of the categories of Transportation Department, custodial, Food and Nutrition Services, clerical, Facility and Maintenance Services Department, or paraprofessional, each employee in that position who is a member of the Sick Leave Bank will be eligible to vote for the representative from that category who serves on the Sick Leave Bank Committee.

g. The committee shall:

- 1) consider and approve/disapprove applications for withdrawal of days based on established criteria.
- 2) define "catastrophic" and may develop other definitions, guidelines, and rules for the purpose of administering the Bank.
- 3) investigate any alleged abuse and, upon a finding of wrongdoing, report such to the Superintendent. If such wrongdoing is substantiated, the employee shall reimburse the district for all wages and benefits paid to the employee.
- 4) be governed by rules established by the committee.

h. The committee shall function as follows:

- 1) the Assistant Superintendent for Administration or his/her designee shall be the chairperson. The chairperson shall conduct meetings, initiate and receive all correspondence, and generally administer the business of the committee. The chairperson will consider recommendations from the committee prior to establishing regular meeting dates and times for the year (including the summer months). A copy of the schedule shall be provided to each committee member before the September meeting.
- 2) a vice-chairperson may be selected by the committee and may conduct meetings at the request of the chairperson in his/her absence.
- 3) a quorum shall consist of four members plus the presiding officer.
- 4) the chairperson shall have no voting power except as a tiebreaker.
- 5) all members of the Bank shall be given an annual report on the status of the Bank.
- 6) the Superintendent and the Union shall be provided with a monthly report on the condition of the Bank which will include:
  - a) The number of participating members.
  - b) The names of members requesting Sick Leave Bank days.
  - c) The number of hours expended and the number of hours remaining in the Sick Leave Bank.

## 7. **Sabbatical Leave**

Subject to the following conditions, a 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. The equivalent of no more than one (1) SRP shall be placed on Sabbatical Leave during any school year. Thus, the Superintendent may approve sabbatical leave for two (2) different SRP for one semester each, during the same year.
- b. No SRP shall be eligible for this leave more than one time in each seven (7) year period.
- c. To be eligible, a 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. Sabbatical Leave may be granted if satisfactory arrangements can be made for the smooth operation of the school system.
- e. SRP on Sabbatical Leave will be paid fifty-five percent (55%) of the salary which would normally have been drawn during the time of the leave.
- f. A SRP making application for his/her first Sabbatical Leave shall be given preference over one who has been previously granted Sabbatical Leave. In the event more than one applicant meets the criteria for Sabbatical Leave, the Superintendent shall select the SRP to receive the sabbatical.
- g. A SRP granted Sabbatical Leave is required to serve at least three (3) years in the district after expiration of the leave. In the event such SRP should accept other employment instead of working for Pasco County for the full three (3) years as specified above, he/she would be required to reimburse the Board as follows:
  - 1) Zero (0) years of return service - the full amount of the sabbatical.
  - 2) One (1) year of return service - two-thirds (2/3) of the amount of the sabbatical.
  - 3) Two (2) years of return service - one-third (1/3) of the amount of the sabbatical.All moneys owed would be due within two (2) years of the last day of work of the employee. Eight percent (8%) interest will be charged on the unpaid balance on the yearly anniversary of the last day of work.
- h. Application for Sabbatical Leave shall be filed with the Director of Employee Relations by April 1.
- i. Upon request, the Board shall provide the Union with a list of SRP who applied for Sabbatical Leave and a list of SRP who have been granted Sabbatical Leave.

#### **8. Military Leave**

A SRP shall be entitled to paid Military Leave not to exceed seventeen (17) days during the work year.

### **SECTION C - Unpaid Leaves**

Positions shall be held for SRP who qualify for unpaid leave under the conditions as described in Article VIII -- Leaves of Absence, Section A - Rules Governing, subparagraphs 5 and 6. A SRP's paid leave will run concurrently with unpaid leave.

#### **1. Child Rearing Leave**

- a. A leave of absence without pay for a period of up to one (1) year shall be granted for child rearing. Said leave shall be granted in connection with childbirth, adoption, or death of the other parent.
- b. Requests for such leave shall be made in writing to the Office for Human Resources and Educator Quality at least thirty (30) days, when possible, prior to the commencement of the leave.
- c. The SRP's position shall be held for up to one hundred and ten (110) working days.
- d. Any days granted for the purpose of child rearing under the provisions of Article VIII, Section C 7 a), 1), 2), or 3), Family and Medical Leave (FMLA), will be counted toward the one (1) year that may be granted as Child Rearing Leave under this section.

#### **2. Military Leave**

- a. All SRP drafted for military service or called to active duty with reserve components shall be granted a leave of absence in accordance with applicable law.
- b. The SRP's position will be held for the time obligated to serve up to 110 days. After 110 days, a position for the SRP will be held in the District but his/her position at a specific worksite at the time of beginning leave will not be held.

#### **3. Education Leave**

- a. Upon request, a 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 outline above. Correspondence study, even if it satisfies the conditions stated above, shall not qualify for this leave. In the case of a 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. **Civic Participation Leave**

- a. Upon request, a SRP shall be granted Civic Participation Leave without pay.
- b. Such leave includes, but is not limited to, the following: election or appointment to a constitutional office in a federal, state, county, or municipal government or subdivision thereof.
- c. The SRP shall notify the Board in writing of his/her intention of accepting such office or assignment and shall keep the Board informed of his/her status at annual intervals thereafter. Such leave shall be renewed yearly, upon application, for a period equal to the term of office to which said SRP has been elected or appointed.
- d. The SRP's position shall be held for up to one (1) year at a time for a period not to exceed the term of office.

#### 5. **Health Leave**

- a. Upon request, a SRP shall be granted a leave of absence without pay for up to one (1) year for reasons of poor health as certified by a licensed medical physician. With the exception of FMLA Leave, such leave shall not be granted more than once in any five (5) year period; however, subsequent leave of up to one (1) additional year may be approved by the Superintendent or his/her designee upon the employee documenting extenuating circumstances.
- b. Unpaid leave granted under the provisions of Article VIII, Section C 7 a) 5), Family and Medical Leave (FMLA), based on the serious health condition of the SRP, will be counted toward the days available for Health Leave, and will be counted toward the 110 days of Health Leave in which a SRP's position will be held.

#### 6. **Extended Personal Leave**

- a. Upon request, a SRP with two (2) or more continuous years of service in the district shall be granted a leave of absence without pay for up to one (1) year for other reasons than those stated in C 1, C 2, C 3, C 4, or C 5 provided that the primary purpose shall not be to engage in gainful employment.
- b. The reason for such request shall be stated in the application for leave.
- c. The SRP's position will not be held.

#### 7. **Family and Medical Leave Act (FMLA)**

- a. The Board will grant an eligible employee (as defined in subparagraph b) of this section up to a total of twelve (12) weeks of leave in a twelve (12) month period for one or more of the following reasons:
  - 1) the birth of a child of the employee and care following the child's birth.
  - 2) the adoption of a child by the employee including the events and process leading to adoption, and care following the adoption.
  - 3) the placement and/or care of a child in the foster care of the employee.
  - 4) the care of a child, spouse or parent of the employee who has a serious health condition (as defined in Part a) 5). For purposes of this paragraph: (a) the term "spouse" means a husband or wife as defined or recognized under State law for purposes of marriage; (b) the term "parent" means a biological parent or an individual who stands or stood *in loco parentis* to an employee when the employee was a child – this term does not include parents "in law"; (c) the terms "son" or "daughter" mean a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability.

When an employee takes FMLA leave for the care of a child, spouse, or parent of the employee which

results in the death of such child, spouse, or parent of the employee, the Board will provide unpaid leave and benefits for a maximum of five calendar days from the date of the death of such child, spouse, or parent of the employee.

- 5) the treatment of a serious health condition which prevents the employee from performing his/her job. A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
  - a) any period of incapacity or treatment in connection with or consequent to in-patient care (i.e., an overnight stay in a hospital, hospice, or residential medical care facility);
  - b) any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three (3) calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or
  - c) continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days; or for prenatal care.

Voluntary or cosmetic treatments which are not medically necessary are not "serious health conditions" unless inpatient hospital care is required.

- b. In order to be eligible, the employee must have been employed by the Board for at least one year, and the employee must actually have received pay for 1,250 or more hours from the Board during the twelve (12) month period immediately preceding the unpaid leave. Holidays, earned Sick Leave, and vacation time for which the employee has been paid but has not worked shall be included in the calculation of the 1,250 hours. Workers' Compensation, suspension with pay, Sabbatical Leave, Sick Leave Bank days, Voluntary Sick Leave Donation days, and days transferred from family members for which the employee has been paid will not be included in the calculation of the 1,250 hours. Should a SRP apply for FMLA Leave based on the serious health condition of the SRP as described in subparagraph 7 a) 5), and such requested leave immediately follows Sick Leave Bank days which were granted for the SRP's serious health condition, the twelve (12) month period in which the SRP received pay will be calculated prior to the first day of approved Sick Leave Bank.
- c. The FMLA Leave mentioned in this section is subject to the restrictions and privileges pursuant to the Family and Medical Leave Act of 1993:
  - 1) FMLA will run concurrently with all paid leave.
  - 2) The employee will be restored to his/her former position unless the employee's position has been affected by reduction in force and/or layoff.
  - 3) The Board shall require materials documenting the reason for the leave before granting a leave of absence under this section.
  - 4) It is the responsibility of the employee to obtain the necessary documentation and to furnish the documentation to the Board.
  - 5) The Board may request verification of a medical condition for which leave has been granted under this section at any reasonable interval, but not more often than once every thirty (30) days, unless:
    - a) the employee requests an extension of leave;
    - b) circumstances described by the original documentation have changed significantly (i.e., the duration of the illness, the nature of the illness, complications); or
    - c) the employer receives information that casts doubt upon the continuing validity of the documentation.
  - 6) If the Board pays the employee contribution missed by the employee while on leave, the employee will be required to reimburse the Board for delinquent payments (on a payroll deduction schedule) upon return from leave. The employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent payments.
  - 7) An employee may continue coverage by continuing to pay the employee's portion of the premiums, including dependent coverage, while on leave.
  - 8) The employee must notify the Board as soon as practicable once the employee knows that a leave will be needed. For a foreseeable leave, such as for birth, adoption, or planned medical treatment, the employee must provide at least thirty (30) days notice to the Board. In all cases, the employee must furnish a request to the Board on a form provided by the Board.
  - 9) Prior to the employee's return to work from an employee disability, the employee shall submit medical certification of the employee's fitness to return to work.



- 10) The Board retains the right to implement reasonable rules and regulations with regard to the use of leaves of absence within the requirements of the FMLA. This includes but is not limited to requiring a second opinion, at the Board's discretion, from a Board-paid doctor with regard to a medical disability, and the use of forms for requests for leave, physician documentation, and fitness to return to work.
  - 11) In the event that the Board exercises its right to a second medical opinion and the opinion conflicts with the first doctor's opinion in the medical certification, then a third opinion may be required by a Board-paid physician mutually agreed upon by the Board and employee. This third opinion will be final and binding upon the Board and the employee.
  - 12) Insurance eligible employees who enter FMLA with at least twenty (20) days of accrued and available sick leave for use during their leave, will be eligible to receive Board contributions for their Medical Plan, for one (1) month beyond what they qualify for under FMLA.
- d. Leave, except for certain exceptions described in part e) for SRP employees, commences upon the absence of the employee from work and ends on the day and time the employee reports back to work.
  - e. Leave for the birth, adoption, or placement of a child with an employee as described in subparagraphs 7 a) 1), a) 2), and a) 3), must conclude within one (1) year from the date of the birth, adoption, or placement of the child.
  - f. Leave for the birth, adoption, or placement of a child with an employee as described in subparagraphs 7 a) 1), a) 2), and a) 3), will be counted toward the one (1) year that may be granted as Child Rearing Leave under Article VIII, C-1.
  - g. Leave for the serious health condition of the SRP as described in subparagraph 7 a) 5) will be counted toward the days that may be granted as Health Leave under Article VIII, C-5.
  - h) Any Sick Leave Bank days granted during the year under the provisions of Article VIII, Section B-6, will be counted toward the SRP's annual entitlement of up to twelve (12) weeks of FMLA Leave.
  - j. **Intermittent Leave or Reduced Leave**  
 An eligible employee who is entitled to a twelve (12) week leave under the provisions of this section may take that leave on an intermittent or reduced leave schedule in certain cases. An intermittent leave schedule is one in which the employee may take the allowable leave intermittently, or in blocks of days at a time, as needed. A reduced leave schedule is one in which the employee's daily or weekly work hours are reduced, as needed. Leave will be granted intermittently or on a reduced leave basis in the case of the serious health conditions of the employee or of the child, spouse, or parent of the employee, provided that it is medically necessary and that a certification from a physician is obtained.  
 The amount of Family and Medical Leave used where an employee takes leave intermittently or on a reduced leave schedule will be determined in accordance with the applicable regulations of the Family and Medical Leave Act of 1993.
  - k. **Effect of Leave on Board-Paid Benefits**  
 During the period of leave governed by this section, the Board will pay the portion of the insurance premium (for employee only) which it normally paid prior to the leave, which includes medical, pharmacy, behavioral health, EAP and basic core life. The cost of these benefits will be paid by the Board based on the expectation that the employee will return to work following the approved FMLA Leave. Return to work means that the employee must return to work for at least thirty (30) calendar days following the conclusion of approved FMLA Leave or following the conclusion of other approved leave which is granted under Article VIII and which is immediately subsequent to the FMLA Leave. Non-contracted days during summer break, and unpaid holidays during winter and spring break will not be used in calculating the thirty (30) calendar days. If an employee does not return to work for the Board after FMLA Leave, the Board shall take necessary steps to recover the Board's share of the health premium payments made on the employee's behalf during a period of unpaid FMLA Leave unless:
    - 1) the employee's position has been affected by reduction in force and/or layoff;
    - 2) the employee has a continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave under FMLA; or
    - 3) other circumstances beyond the employee's control. In cases where an employee does not return to work and claims the reason to be "other circumstances beyond the employee's control," the details regarding such circumstances will be reduced to writing and submitted for review by the Board's designee responsible for FMLA Leave. The Board may require additional documentation to support the employee's claim. The Board will use applicable Federal Regulations and existing case law to determine whether the

circumstances claimed by the employee as resulting in the employee not being able to return to work were beyond the employee's control.

- l. The SRP's position will be held for 110 days.

8. **Continuous Service Health Leave Benefits**

- a. The purpose of this provision is to extend certain insurance benefits to SRP who are not eligible for those benefits under the Family and Medical Leave Act (FMLA) and subsequent language as provided in Article VIII, Section C, paragraph 7 of the School Related Personnel Master Contract because their work calendar(s) (days and hours) for the preceding twelve (12) months does not equal 1250 hours or more as required for eligibility under FMLA, but who are eligible for Health Leave under Article VIII, Section C, paragraph 5 of the School Related Personnel Master Contract.
- b. Specifically, for this purpose an eligible SRP is one who:
  - 1) has completed ten (10) years of continuous employment by the Board;
  - 2) is in an insurance benefit earning position;
  - 3) during the twelve (12) month period preceding the unpaid health leave has been in a paid status for at least 95% of the SRP's contracted hours. Holidays, earned sick leave, and vacation time for which the employee has been paid but had not worked shall be included in the calculation of the hours. Workers' Compensation, suspension with pay, and Sabbatical Leave for which the employee has been paid will not be included in the calculation of the hours. Sick Leave Bank days for which the employee has been paid will not be included in the calculation of the hours. Should a SRP apply for Health Leave and such requested leave immediately follows Sick Leave Bank days which were granted for the SRP's serious health condition, the twelve (12) month period in which the SRP received pay will be calculated prior to the first day of approved Sick Leave Bank; and
  - 4) documents that Health Leave is required for the treatment of a serious health condition which prevents the SRP from performing his/her job. A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
    - a) any period of incapacity or treatment in connection with or consequent to in-patient care (i.e., an overnight stay in a hospital, hospice, or residential medical care facility);
    - b) any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or,
    - c) continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or for prenatal care.Voluntary or cosmetic treatments which are not medically necessary are not "serious health conditions" unless in-patient hospital care is required.
- c. The twelve (12) month period for entitlement of insurance benefits under this provision will be measured from July 1 through June 30.
- d. Any insurance benefits paid as a result of the approval of days by the Sick Leave Bank under the provisions of Article VIII, Section B, paragraph 6, will be counted toward the SRP's annual entitlement of up to twelve (12) weeks of insurance benefits.
- e. The receipt of insurance benefits as mentioned in this provision is subject to the following restrictions and privileges:
  - 1) The Board shall require the SRP to obtain and to furnish to the Board the necessary documentation of a serious health condition as described in paragraph b) 4) b, and c of this provision.
  - 2) The Board may request that the SRP provide additional verification of a serious health condition at any reasonable interval.
  - 3) The Board retains the right to implement reasonable rules and regulations with regard to the approval of benefits based on a claim of a serious health condition. This includes but is not limited to requiring a second opinion, at the Board's discretion, from a Board-paid doctor with regard to a medical condition, and the use of forms for requests for leave, physician documentation, and fitness to return to work.
  - 4) In the event that the Board exercises its right to a second medical opinion and the opinion conflicts with the first doctor's opinion in the medical certification, then a third opinion may be required by a Board-paid physician mutually agreed upon by the Board and SRP. This third opinion will be final and binding upon

the Board and the SRP.

5) **Board-Paid Insurance Benefits**

For SRP who are eligible for continuous service health leave benefits, the Board will pay the portion of the insurance premium which it normally paid prior to the leave, such as major medical, surgical, dental, life, and flexible benefits. The cost of these benefits will be paid by the Board based on the expectation that the SRP will return to work following the approved Health Leave. Return to work means that the SRP must return to work for at least thirty (30) calendar days following the conclusion of approved Health Leave or following the conclusion of other approved leave which is granted under Article VIII, and which is immediately subsequent to the Health Leave. Noncontracted days during summer break and unpaid holidays during winter and spring break will not be used in calculating the thirty (30) calendar days. If the SRP does not return to work for the Board after approved leave, the Board shall take necessary steps to recover the Board's share of the health premium payments made on the SRP's behalf during a period of unpaid Health Leave unless:

- a) the SRP's position has been affected by reduction in force and/or layoff,
- b) the SRP has a continuation, recurrence, or onset of a serious health condition which would entitle the SRP to additional health leave, or
- c) other circumstances beyond the SRP's control. In cases where an employee does not return to work and claims the reason to be "other circumstances beyond the employee's control," the details regarding such circumstances will be reduced to writing and submitted for review by the Board's designee responsible for approval of such leave. The Board may require additional documentation to support the SRP's claim. The Board will determine whether the circumstances claimed by the SRP as resulting in the SRP not being able to return to work were beyond the SRP's control.

- f. SRP are not entitled to more than twelve (12) weeks of combined leave in any year (July 1 to June 30) under provisions of the FMLA and Continuous Service Health Leave Benefits.

**END OF ARTICLE VIII**

**ARTICLE IX -- SAFETY AND HEALTH**

**SECTION A - Safety**

1. The Board shall provide safe working conditions by complying with all applicable federal and state laws and regulations and all Board policies pertaining to safety. SRP will comply with all applicable federal and state laws and regulations and all Board policies pertaining to safety.
2. The Board shall indemnify and save harmless all SRP from any claim, demands, suits, and causes of action of any kind whatsoever arising out of unsafe and/or hazardous conditions within the worksite.
3. If a SRP observes a condition which he/she considers to be creating a health or safety hazard, he/she shall inform the administrator in charge of the facility where the condition is observed. As soon as possible, the administrator or designee will investigate and correct the condition if warranted. Upon completion of the investigation and request by the SRP, the administrator or designee will inform the SRP of the outcome of the investigation and corrective action taken.
4. The Board shall provide SRP with appropriate training in the use of all equipment and machinery required to be used in the performance of their duties and in all applicable federal and state laws and regulations and all Board policies pertaining to safety. The Board shall not require any SRP to perform tasks which endanger his/her safety, provided that this shall not be applicable in any emergency circumstances where the safety of students warrants intervention by a SRP.
5. It shall be the Board's responsibility to provide special safety clothing required by federal or state law or rule or Board policy.
6. The Board and Union recognize that situations may arise in which a SRP may use reasonable force to protect himself/herself, students, or others from harm in accordance with the guidelines provided in the Code of Student Conduct. Any SRP shall immediately report any instance involving the use of physical force to protect himself/herself or another employee and/or student, or the restraining of disruptive students, and any case of assault on or threat to the employee in connection with his/her employment to the worksite supervisor or designee. If requested, the SRP shall give in detail the circumstances thereof in writing.
7. **Safety Promotion Program**

- a. District Safety Committee
  - 1) The Union president or his/her designee shall be appointed as a member of the District Safety Committee.
  - 2) At least one (1) member of the District Safety Committee shall be a SRP.
  - 3) When meetings are held during duty hours, SRP committee members will be released without charge to Sick or Vacation Leave.
- b. Worksite Safety Committee
  - 1) At least one (1) member of the Worksite Safety Committee shall be a SRP at the worksite unless no SRP volunteer for service on the committee.
  - 2) When meetings are held during duty hours, SRP committee members will be released without charge to Sick or Vacation Leave.

## **SECTION B - Workers' Compensation**

Any SRP employed by the Board and injured while performing his/her duty shall be protected as provided by the Workers' Compensation Act.

### **1. Injury and Illness**

- a. In the event a SRP is injured in the discharge of duty and/or suffers from an illness arising out of such injury and/or contracts an infection or disease resulting from student contact, said SRP shall be entitled to Injury/Illness-in-Line-of-Duty Leave for a period not to exceed ten (10) days. In addition, the Board may grant additional leave for such term as deemed appropriate.
  - b. During the course of absences under this section, the SRP shall receive an amount not to exceed his/her normal compensation and shall be entitled to continue full benefits. In addition, payments shall be made to SRP for damage to dentures, eyeglasses, prosthetic devices, and artificial limbs when the damage results from an accident occurring in the normal course of employment.
  - c. When a SRP is absent from his/her working responsibilities as a result of any provision in this section, there shall be no deduction made for Sick Leave allowance credited to such SRP.
2. Absence from work related to an injury/illness-in-the-line-of-duty during the school year in which the ILD occurred shall not cause a SRP who is otherwise eligible and is drawing Workers' Compensation benefits to lose credit for seniority, step increases, insurance benefits, or contributions to the Florida Retirement System.
  3. Any SRP who has any claim for compensation while absent under this section shall file a claim in the manner prescribed in Section 1012.61(2)(b), Florida Statutes. The Board shall approve such claims and authorize the payment thereof provided that the Board shall satisfy itself that the claim correctly states the facts and that such claim is entitled to payment in accordance with the provisions of this section.
  4. When a SRP who is eligible for and receiving Workers' Compensation benefits is released to light or modified duty, benefits to which the SRP is eligible under Chapter 440, Florida Statutes, shall be paid while the Board seeks additional information regarding the medical condition, medical limitations, and/or medical restrictions of the SRP, or while the Board determines the most appropriate duty placement for the SRP.

## **SECTION C - Assault, Battery, or Threat Against a SRP; Disability or Death of a SRP**

1. In an effort to minimize the potential incidents of assault and/or battery in the educational setting, SRP will be notified by the principal, or the principal's designee, when a student with a known history of committing assault and/or battery is placed in his/her class or on his/her bus.
2. If requested, a SRP shall be provided with training and other assistance to improve skills in classroom management, violence prevention, conflict resolution and any other related areas per Florida Statute 1003.32.
3. Any assault, battery or threat against a SRP shall be promptly reported by the involved SRP to the worksite supervisor. SRP who are involved in such cases shall not lose regular salary and benefits for any time lost from their duties when their presence is required before a judicial body. In case of any assault and/or battery upon, or threat against, a SRP in the course of his/her employment, the Board shall make available legal counsel to advise the SRP of his/her rights and obligations with respect to such assault, battery or threat as set forth in 1003.32, Florida Statutes and to the extent that a conflict of interest would not otherwise prevent the Board's counsel from advising the SRP. Nothing contained in this section shall prohibit a SRP from contacting the proper legal authorities and filing charges against a student or person who assaulted and/or battered the SRP. No punitive action shall be taken by any administrator against any SRP who exercises his/her legal rights under this section. In addition, any threat of personal injury or property damage made by a student toward a SRP shall be assessed through the district's Violence Intervention Procedures for Elementary or Secondary Schools to determine the credibility of such threat. As part of

the threat assessment procedures, if a SRP is the targeted victim or witness, he/she would be interviewed and input obtained regarding context of the threat. Upon completion of the threat assessment process, one of the Threat Assessment Team members will share the resolution of the threat assessment and “need-to-know” components of the safety plan to the involved SRP. In addition, the student shall not have direct contact with the SRP during school hours or on school property until the threat assessment is concluded. If the threat is made by a person not under the jurisdiction of the school board, the SRP will not be required to meet with that person until the matter has been investigated and documented by the worksite supervisor and the SRP has been notified of the results of that investigation. The SRP has the right to have an administrator present at any future meetings with the person making the threat.

4. Any student found to have committed assault or battery against a SRP will be subjected to disciplinary action as provided in the Code of Student Conduct. The Board and Union understand that, in certain situations, the IDEA, 20 U.S.C. §1401, *et seq.*, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, 42 U.S.C. §1983, and any and all related federal, state and local laws and regulations will control the rights and remedies available against students with disabilities.
5. Compensation for death or disability shall be paid in accordance with the provisions of the Workers' Compensation Law.

#### **SECTION D - Personal Property**

1. The Board shall establish an account for the purpose of reimbursement to any SRP upon proof of claim for clothing and/or personal property destroyed or damaged as a result of any assault or vandalism upon said SRP in the course of fulfilling his/her employment responsibilities or from any act by the SRP for the purpose of preventing injury to persons or damage to property located on the worksite during any worksite-related activity. The reimbursement of damaged or vandalized personal property (other than motor vehicles) is limited to those items that the SRP uses to perform his/her job and/or duty responsibilities. Theft of cash or any other personal property is not covered by this provision. No claim covered under other provisions of this Agreement shall be paid from this account.
2. In order to provide for the reimbursement of personal property under this Section, the Board shall budget a sum of \$2,000.00 for each year. If any portion of this account is not expended in any year of this Agreement, an amount equal to the unexpended sum shall be budgeted in addition to a sum of \$2,000.00 for the following year.
3. If said clothing and/or personal property is insured, the SRP must submit a claim to the appropriate insurance company. In the event of full reimbursement for such claim, the Board shall make no payment. If the insurance company reimburses all but the deductible amount specified in the SRP's policy, the Board will pay an amount equal to the deductible amount not to exceed \$500.00. If the claim is for less than the deductible amount specified or the clothing or personal property is not insured, the Board will pay an amount equal to the current value of the property not to exceed \$500.00. In determining the current value of personal property, factors such as the age, condition, and current replacement cost of the personal property will be considered by the Board.
4. In order to receive reimbursement, the SRP must report the damage to the worksite supervisor as soon as possible and complete the Comprehensive Accident/Injury/Loss form and submit it to the worksite supervisor.
5. After review of the initial request for reimbursement, the Board may require additional information and/or documentation related to the request, including a second estimate if the reported damage is to the SRP's personal vehicle. After review of the submitted information, the Board will provide to the SRP a written statement as to whether the request for reimbursement has been approved. If the request for reimbursement is approved, the Board will state in writing that the request was approved, and state with particularity and limitation(s) on the amount which may apply to the request. If the request is not approved, the Board will state in writing the reason(s) why the request for reimbursement was not approved. In cases which involve personal property other than motor vehicles, the Board may require that the damaged property be submitted to the Board's representative before the Board authorizes reimbursement to a SRP for the replacement and/or compensation for the value of damaged property.
6. In the event the claim is for vandalism to the SRP's personal vehicle, a copy of his/her automobile insurance policy declaration page and an estimate for repair must be included with the Comprehensive Accident/Injury/Loss form.
7. Payment of the claim is subject to approval by the USEP President and the Director of Employee Relations.

#### **SECTION E - Liability**

The Board agrees to maintain liability coverage of not less than that currently in force as stipulated in the agreement(s) with Arthur J. Gallagher and Company and pertinent insurance carriers for the duration of this Agreement. Any SRP who has any claim under provisions of said policy may file such claim with the Board. The Board shall process all claims filed in accordance with this section provided that the claim falls within the incidents covered under such policy.



## **END OF ARTICLE IX**

### **ARTICLE X -- SUMMER SCHOOL**

#### **SECTION A - Filling of Positions**

1. Announcements of Summer School dates and tentative positions will be posted in each worksite in the district and in the district office and given to the Union immediately after noninstructional positions for Summer School are approved by the Board.
2. Summer School assignments shall be voluntary. Any SRP choosing not to accept such assignments shall not be penalized.
3. When filling Summer School SRP positions, SRP within the bargaining unit shall be given priority over other applicants.
4. A SRP who is selected to work during Summer School shall be informed by the worksite supervisor of the Summer School position to which the SRP will be assigned, days and hours to be worked, hourly rate of pay, and scheduled pay dates as early as possible but no later than the last day of student attendance.

#### **SECTION B - Compensation and Contingencies**

SRP authorized to work in Summer School shall be paid at the rates established in Addendum A of this Agreement, and the Board will make the normal contributions for Social Security and State retirement. The Board will notify the Union of the Summer School pay dates, along with the number of days to be paid in each check, no later than the last working day for SRP in the current school year.

## **END OF ARTICLE X**

### **ARTICLE XI -- SALARY AND SCHOOL RELATED PERSONNEL WELFARE**

#### **SECTION A - Salary Schedule and Remunerations**

1. The regular salary structure, which consists of multiple pay grades and a placement schedule, attached as Addendum E, shall be adhered to for all SRP. The SRP Compensation Committee will meet to review and provide input regarding implementation of the new structure, which was created and implemented during the 2017-2018 school year. The newly created salary ranges, as opposed to the former step schedules, will serve as a starting point for negotiations and be integrated as part of any salary increases for the 2017-2018 school year and beyond.
2. Placement within the pay grades shall follow the rules outlined in the SRP Placement Guidelines, entitled Addendum E.
3. Mileage shall be reimbursed at the standard rate established by the District School Board of Pasco County but shall not be at a lesser rate than allowed by the State Department of Education rules and regulations in effect at the time the mileage was accrued.
4. A SRP whose regular schedule extends beyond 5:00 p.m. shall be paid in addition to his/her regular pay rate, a shift differential for each hour worked after 5:00 p.m. The current shift differential shall be thirty-five (35) cents per hour. The shift differential will be paid for applicable periods of the following types of paid duty leave: Injury/Illness-in-Line of Duty, Judicial, Military, Personal, Sick, and Vacation.
5. Upon ratification, SRP providing instruction for a teacher absent from the classroom shall be paid his/her regular hourly rate plus a \$2.00 per hour differential or the regular substitute rate of pay, whichever is greater, in increments of fifteen (15) minutes or more, rounded to the nearest fifteen (15) minute interval, for the period of time in which he or she provides instruction. Administrator pre-approval is required for this additional compensation to be paid.
6. Payroll statements shall contain gross salary for each pay period, an itemized accounting of payroll deductions/reductions made during each pay period, net salary figures per pay period, accrued Sick Leave, and accrued vacation time.
7. The Board agrees to provide each SRP with his/her W-2 form in a sealed envelope on or before January 31.
8. All Board-approved payroll deductions/reductions authorized by the SRP shall be made by the Board at no cost to said SRP. Such deductions/reductions shall be remitted to the proper agencies within five (5) days after the payroll date in which the deduction/reductions are made.
9. **Underpayment and Overpayment**
  - a. In the event any SRP feels that he/she has been underpaid, the procedures shall be as follows:

- 1) Said SRP shall notify in writing the Superintendent or his/her designee of alleged underpayment and the supporting reasons for the allegation.
  - 2) The Superintendent or his/her designee shall investigate the above allegation and notify the SRP in writing, providing an explanation and/or verification of the allegation within ten (10) days of the complaint.
  - 3) In the event that an underpayment has been verified, the SRP shall receive the full amount of underpayment in the paycheck issued immediately following the verification date.
  - 4) Retroactivity for underpayment shall be limited to the current year and the year immediately preceding the one in which the allegation of underpayment is made.
- b. In the event an underpayment is discovered as a result of something other than an allegation by a SRP, the procedures shall be as follows:
- 1) The SRP shall receive the full amount of underpayment in the paycheck issued for the pay period immediately following the pay period in which the underpayment is determined and verified.
  - 2) Retroactivity for underpayment shall be limited to the current year and the year immediately preceding the one in which the identification of underpayment is made.
- c. In the event any SRP is overpaid by the Board, the following procedure shall be in effect:
- 1) Notification of said overpayment shall be provided in writing to the SRP. Said notification shall contain the supporting reasons for and dates of overpayment.
  - 2) The SRP shall reimburse the Board the full amount of verified overpayment on a basis mutually agreeable to the SRP and the Superintendent or his/her designee. Said repayment shall not extend beyond the oncoming fiscal year.
  - 3) Retroactivity for overpayment shall be limited to the current year and the year immediately preceding the one in which the overpayment is identified.
10. Effective January 1, 2014, the Board will no longer print paper payroll checks.
11. The Board shall make provisions upon request and approval by any employee to deposit his/her paycheck directly to the Suncoast Schools Federal Credit Union or to any other financial institution associated with the Automated Clearing House Bank Program. The Board will also provide employees with the option of depositing his/her paycheck to a payroll card, also known as a "pay card," with a financial institution associated with the Automated Clearing House Bank Program. The Board shall seek to identify a "no fee" pay card provider(s) for employees to utilize. Such funds will be transmitted for deposit no later than 4:00 p.m. on the day preceding each payday and will be credited for withdrawal in accordance with the procedure established by the Credit Union and/or the approved financial institution receiving the employee's payroll transfer.

## **SECTION B - Fringe Benefits**

1. The Board agrees to contribute an annual rate of no more than \$7,021.53 (an increase of \$235.65 from 2019), toward the cost of the benefits package for the 2020 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.
    - 1) 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.
    - 2) 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.

- 3) 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. It is agreed that the Board and the Union shall appoint an Insurance Committee consisting of six (6) members, three (3) representing the Board and three (3) representing the Union, for the purpose of reviewing rates and investigating and recommending coverages to the Board and the Union for the purpose of negotiating the aforementioned insurance in subsequent years. The Committee shall meet no later than April 1 of each year.
3. Eligibility
  - a. Bus Drivers, and Transportation Assistants who work four (4) hours or more per day or twenty (20) hours or more in each normal working week for ninety (90) days or more per year shall be eligible for insurance benefits to the same extent as full-time SRP. If a Bus Driver or Transportation Assistant works enough hours to receive insurance benefits at any time during the school year, he/she will retain insurance benefits for the remainder of the school year even if his/her hours drop below the minimum required for coverage unless he/she volunteers to have his/her hours reduced below the number of hours required to earn benefits.
  - b. Food and Nutrition Services employees who work five (5) hours or more per day or twenty-five (25) hours or more in each normal working week for ninety (90) days or more per year shall be eligible for insurance benefits to the same extent as full-time SRP. Food and Nutrition Services employees eligible for insurance benefits contracted as of November 1, 1996 shall continue to receive insurance benefits until such time as their employment with the district is terminated unless such employees volunteer to have their hours reduced below four (4) hours. If a Food and Nutrition Services Assistant who becomes eligible to receive insurance benefits on or after November 1, 1996 works enough hours to receive insurance benefits at any time during the school year, he/she will retain insurance benefits for the remainder of the school year unless he/she volunteers to have his/her hours reduced below the number of hours required to earn benefits.
  - c. All other SRP who work six (6) hours or more per day or thirty (30) hours or more in each normal working week for ninety (90) days or more per year shall be eligible for insurance benefits to the same extent as full-time SRP. SRP eligible for insurance benefits on November 19, 1987 shall continue to receive insurance benefits as long as they maintain current eligibility until such time as their employment with the district is terminated. If a SRP earning insurance benefits on November 19, 1987 drops below the work hours necessary to earn insurance benefits, he/she will retain insurance benefits for the remainder of the school year unless he/she volunteers to have his/her hours reduced below the number of hours required to earn benefits. When the SRP's hours are increased to at least four (4) hours, he/she again would earn insurance benefits.
4. Insurance benefits are effective the first day of the month following the SRP's completion of one calendar month of employment in a benefit earning position. If dependent coverage is desired, it must carry the same effective date as employee coverage.
5. All SRP shall be given the option of choosing dependent coverage, and the cost of such coverage which exceeds the individual premium cost shall be deducted, upon authorization, from said SRP's salary warrant. The rates for dependent coverage shall be provided to the Union prior to the annual open enrollment period and to the bargaining unit members on the first day of the annual open enrollment period.
6. The open enrollment for insurance benefits shall be a minimum of thirty (30) days during the period this activity was accomplished during the 1987-88 fiscal year. A change in this period in subsequent years may be made with the mutual consent of the Board and the Union.
7. Any SRP whose dependent status changes who wishes to add or delete dependent coverage after the enrollment period shall be restricted only by the provisions as stated in the Benefit Enrollment/Change Form (MIS #161).

#### **SECTION C - Payroll Deduction for Additional Benefits**

1. The parties agree that the Union will be provided with two (2) payroll deduction slots in addition to the dues deduction slot. These slots will be used for Union-designated programs to include but not be limited to purchasing additional insurance, annuity, or other related benefits; voluntary Political Action Committee (PAC) donations; or



other Union-sponsored voluntary deduction programs for bargaining unit members.

2. The Union agrees to reimburse the Board for any actual start-up programming costs incurred which are normally charged to other groups who benefit from payroll deduction services.
3. A single payment will be remitted after each pay period to a depository designated by the Union for each of the two (2) additional payroll deduction slots.

#### **SECTION D - Early Retirement Monthly Benefit**

1. Effective January 1, 1997, the Board shall provide an early retirement benefit for all SRP bargaining unit members. To qualify for an early retirement benefit, prior to June 30, 2018, the SRP bargaining unit member must meet the following criteria:
  - a. are fifty (50) years of age or older at the time of retirement,
  - b. have twenty-five (25) or more years of creditable FRS service,
  - c. have reached the final step on his/her salary schedule,
  - d. have completed twelve (12) years of Pasco service, the last ten (10) of which must be Pasco continuous service, and
  - e. have retired under the Florida Retirement System (FRS) Defined Benefit Plan (Pension Plan) or who retires with any vested benefit in the Defined Benefit Plan (Pension Plan).Qualifying SRP who choose to retire early on or after July 1, 2001, will receive the early retirement benefit in accordance with the following:
  - f. SRP who are at least fifty (50) years of age but less than fifty-five (55) years of age at the time of early retirement will receive an amount equal to thirty-five percent (35%) of the unreduced FRS retirement benefit. The unreduced FRS retirement benefit is calculated using the premise of the SRP being sixty-two (62) years of age at the time of retirement.
  - g. SRP who are at least fifty-five (55) years of age but less than sixty-two (62) years of age at the time of early retirement will receive an amount equal to one-hundred percent (100%) of the difference between the unreduced FRS benefit and the reduced FRS early retirement benefit.
  - h. At the time of early retirement, if the early retirement monthly benefit has a single sum value (present value) of less than five thousand dollars (\$5,000) as of the date the early retirement monthly benefit is first effective, then the Board will provide a one-time lump sum payment equal to the single sum value (present value) of the early retirement monthly benefit.
  - i. In lieu of the above, for any employee meeting the above eligibility criteria and who has out-of-state service, or any other qualifying service, and is eligible to purchase such service according to FRS rules and regulations, the Board may purchase such service if the purchase of such service would total thirty (30) years and entitle the employee to full retirement under FRS. It is clearly understood that the Board shall provide the monthly benefit or out-of-state service, or any other qualifying service, whichever is more economical for the Board.

#### **SECTION E - Deferred Retirement Option Program (DROP)**

1. Effective July 1, 1998, employees who qualify for the Deferred Retirement Option Program (DROP) may elect to participate in that program as provided by the procedures set forth by the district and by Florida Statute 121.091. An employee's salary, benefits, terms, and conditions of employment as specified in this Agreement will remain in full force during the employee's participation in DROP. An employee can void his/her DROP participation at the DROP termination date, re-enroll in FRS, and continue in his/her current position in the district, by making such request in writing to the Board at least thirty (30) calendar days prior to his/her original DROP termination. An employee may resign his/her employment with the Board and terminate his/her participation in DROP prior to the original DROP termination date by submitting an amended resignation to the Board.
2. Employees who elect to enter DROP and who elect to receive a lump-sum payment of accrued vacation (annual) leave earned in accordance with Article VIII, Section B-5 of the SRP Master Contract upon beginning participation in DROP, shall have said lump-sum payment paid into a Board-approved 401(a) Qualified Retirement Plan and/or an Employer Paid 403(b) Plan subject to annual contribution limits. Employees who receive a lump-sum payment of accrued vacation (annual) leave upon termination of DROP and termination of employment shall have said lump-sum payment paid into a Board-approved 401(a) Qualified Retirement Plan and/or an Employer Paid 403(b) Plan subject to annual contribution limits.
3. Effective July 1, 1999, employees who enter the Deferred Retirement Option Program (DROP) and are eligible for one hundred percent (100%) of their accumulated terminal sick leave in accordance with the Meritorious Attendance Incentive Pay Program, Article XI, Section G of the SRP Master Contract, shall have their accumulated terminal sick

leave paid into a Board-approved 401(a) Qualified Retirement Plan and/or an Employer Paid 403(b) Plan subject to annual contribution limits and according to the following.

4. The initial payment will be made on June 30 following the employee's DROP effective date. Subsequent payments shall be made each June 30 following the employee's DROP effective date anniversary.

Payment	Payment Date	Maximum Percentage of Accumulated Terminal Sick Leave Days
1	June 30	23.3%
2	June 30	25.6%
3	June 30	36.0%
4	June 30	50.8%
5	June 30	86.1%
6	Upon Separation	100.0%

5. The rate of pay used to calculate the amount to be placed in the 401(a) Qualified Retirement Plan and/or an Employer Paid 403(b) Plan shall be the employee's rate of pay upon entering DROP or the employee's rate of pay on each payment date. The employee must elect the rate of pay option upon entering DROP. The rate of pay used for the Employer Paid 403(b) Plan is the same rate of pay used in the 401(a) Qualified Retirement Plan.
6. The 401(a) Qualified Retirement Plan and the Employer Paid 403(b) Plan allows participating employees to defer federal income tax and permanently avoid the payment of Social Security tax and Medicare tax on eligible plan contributions.
7. Employees/DROP participants do not have access to these funds until after they terminate their employment.
8. Employees of the Board who enter the Deferred Retirement Option Program (DROP) remain eligible for Sick Leave Bank participation. However, terminal sick leave days that have been paid to the Board-approved 401(a) Qualified Retirement Plan and/or an Employer Paid 403(b) Plan shall be treated as if those days still remain in the employee's accumulated terminal sick leave balance when determining commencement of sick leave bank benefits, so long as the employee has met the requirements of the sick leave bank appropriate to his/her bargaining unit contract.

**Fund Withdrawal: Employees under fifty-five years of age**

9. All participating employees who are under fifty-five (55) years of age at the time of termination and choose at the time of termination to take a cash distribution in the amount of one hundred percent (100%) of their respective balance from the Board-approved 401(a) Qualified Retirement Plan and and/or an Employer Paid 403(b) Plan are assessed a ten percent (10%) withdrawal penalty, shall be reimbursed 2.35% of the withdrawal by the Board. This reimbursement is an amount equal to the difference between the ten percent (10%) withdrawal penalty and the current Social Security and Medicare combined tax contribution rate of 7.65%. If the withdrawal penalty and/or Social Security and Medicare tax rates change, the Board and Union agree to renegotiate the reimbursement rate. If a fee is charged to process the IRS 1099 form, the Board will reimburse these same employees the one-time administrative fee.
10. Upon separation of service or a June 30 payment of accumulated sick leave and maximizing the 401(a) Qualified Retirement Plan contribution, any remaining terminal pay for accrued sick leave or vacation leave, subject to Board and State limitations, will be deposited in an Employer Paid 403(b) Plan. The Employer Paid 403(b) Plan is similar to the 401(a) Qualified Retirement Plan except for contribution limits.

**SECTION F - Retiree Health Care Premium**

1. For SRP who retire after January 1, 1997, and who were eligible for insurance benefits at the time of retirement, the Board agrees to contribute the same amount toward the retiree's health premium each year as it does toward the premium of a regular employee. The contribution will begin upon retirement and continue until the retiree is eligible to receive Medicare benefits.
2. This contribution is contingent upon the retiree meeting all of the following conditions:
  - a. thirty (30) years of service under the FRS or at least twenty-five (25) years of service under the FRS and is at least age fifty (50) at retirement;
  - b. at least twenty (20) years of service in the Pasco district;
  - c. contributes his/her Health Insurance Subsidy received from the State of Florida toward the cost of the medical premium; and,
  - d. continues to participate in a Board-sponsored health plan after his/her retirement.
3. Effective July 1, 2000, if a SRP retires as a result of full disability, funds from the insurance fund's retained earnings

will be used to contribute the same amount toward the retiree's health premium (medical, dental, and vision) each year as the Board does toward the premium of a regular employee. The contribution will begin upon retirement and continue until the retiree receives Medicare benefits or until twenty-four (24) months have elapsed from the date of retirement, whichever comes first.

This condition is contingent upon the retiree meeting all of the following conditions:

- a. the SRP must have completed at least ten (10) years of creditable service under the Florida Retirement System (FRS);
  - b. the SRP must have completed at least ten (10) years of service in the district;
  - c. the SRP must be approved for full disability retirement under the FRS and have provided the District with proof of application for full disability retirement under the Social Security Administration;
  - d. the SRP must contribute his/her Health Insurance Subsidy received from the State of Florida toward the cost of the health premium; and,
  - e. continues to participate in a Board-sponsored health plan after his/her retirement.
4. The Board agrees to contribute the same amount toward the retiree's life insurance premium each year as it does toward the premium of an active, regular employee. To receive Board contribution towards life insurance, retirees must be eligible for Board-paid health premiums.
  5. Any employee hired on or after January 1, 2014, will not be eligible for the benefits provided for in this section. Any employee hired prior to January 1, 2014, will continue to be eligible for the benefits provided for in this section.

## **SECTION G - Meritorious Attendance Incentive Pay**

### **1. Retirement Incentives**

The District School Board of Pasco County will provide meritorious attendance incentive pay to members of the bargaining unit at normal retirement (retirement under any established retirement plan with full or reduced benefits as provided by law) or to the bargaining unit member's beneficiaries if service is terminated by death. Meritorious attendance incentive pay shall be determined as follows:

- a. During the first three (3) years of service in a Florida school district, the daily rate of pay multiplied by 35 percent (35%) times the number of days of accumulated Sick Leave credited with the District School Board of Pasco County.
- b. During the next three (3) years of service in a Florida school district, the daily rate of pay multiplied by 40 percent (40%) times the number of days of accumulated Sick Leave credited with the District School Board of Pasco County.
- c. During the next three (3) years of service in a Florida school district, the daily rate of pay multiplied by 45 percent (45%) times the number of days of accumulated Sick Leave credited with the District School Board of Pasco County.
- d. During and after the tenth (10th) year of service in a Florida school district, the daily rate of pay multiplied by 50 percent (50%) times the number of days of accumulated Sick Leave credited with the District School Board of Pasco County.
- e. During and after the fifteenth (15th) year of service in the Pasco school district, the daily rate of pay multiplied by 75 percent (75%) times the number of days of accumulated Sick Leave credited with the District School Board of Pasco County.
- f. During and after the twentieth (20th) year of service in the Pasco school district, the daily rate of pay multiplied by 100 percent (100%) times the number of days of accumulated Sick Leave credited with the District School Board of Pasco County.
- g. The Board will provide a 401(a) Qualified Retirement Plan and/or an Employer Paid 403(b) Plan that defers federal income tax and permanently avoids the payment of Social Security and Medicare tax on meritorious attendance incentive pay for those employees retiring under the Florida Retirement System (FRS) with full or reduced benefits and who meet the following:

<b>Service</b>	<b>Minimum Accumulated Sick Leave Balance</b>
Ten (10) years creditable FRS service	240 hours
During and after the 15th year of service in the Pasco County School District	160 hours
During and after the 20th year of service in the Pasco County School District	120 hours

Subject to annual plan contribution limits and the requirements specified above, payment to a Board-approved 401(a) Qualified Retirement Plan and/or an Employer Paid 403(b) Plan shall be credited in the name of the employee upon retirement.

**Fund Withdrawal: Employees under fifty-five years of age**

All participating employees who are under fifty-five (55) years of age at the time of termination and choose at that time to take a cash distribution in the amount of one hundred percent (100%) of their respective balance from the Board-approved 401(a) Qualified Retirement Plan and/or an Employer Paid 403(b) Plan and are assessed a ten percent (10%) withdrawal penalty, shall be reimbursed 2.35% of the withdrawal by the Board. This reimbursement is an amount equal to the difference between the ten percent (10%) withdrawal penalty and the current Social Security and Medicare combined tax contribution rate of 7.65%. If the withdrawal penalty and/or Social Security and Medicare tax rates change, the Board and Union agree to renegotiate the reimbursement rate. If a fee is charged to process the IRS 1099 form, the Board will reimburse these same employees the one-time administrative fee.

**2. Plan Contributions**

Upon separation of service and maximizing the 401(a) Qualified Retirement Plan contribution, any remaining terminal pay for accrued sick leave or vacation leave, subject to Board and State limitations, will be deposited in an Employer Paid 403(b) Plan. The employer Paid 403(b) Plan is similar to the 401(a) qualified Retirement Plan except for contribution limits.

**3. Separation Incentives**

If employment is terminated for any reason other than retirement or death, members of the bargaining unit shall receive one-half (1/2) the percentage of all accumulated Sick Leave as stipulated in the schedule in Article XI, Section G, paragraphs 1(a), 1(b), 1(c), 1(d), 1(e), and 1(f). This language shall not apply to employees who choose to transfer their accumulated Sick Leave to another Florida school district.

**SECTION H - Group Medical Benefits Recovery Incentive Program (Indemnity-PPO and HMO Programs)**

The District School Board of Pasco County agrees to establish a Group Medical Benefits Recovery Incentive Program. This program is designed to provide a cash incentive to employees who discover and arrange for the recovery by the Group Benefits carrier/administrator of overcharges made on their own or insured dependents' medical bills which in turn result in benefit dollars saved by the employees' Group Medical Benefits Plan. This program will be in effect only when the medical carrier/administrator agrees to its provisions.

1. The cash incentive paid to an insured employee who discovers an overcharge on a medical bill for that employee or his/her dependent and paid as an allowable charge by the School Board benefits carrier/administrator shall be fifty percent (50%) of the amount of the overcharge that is recovered by the benefits carrier/administrator as a result of direct negotiation between the employee and the provider and shall be limited to a maximum of \$1000 for each overcharge. No refund shall be made to the insured employee until the group carrier/administrator receives the actual refund from the provider of service.
2. For purposes of the cash incentive, only hospital expenses, clinical laboratory charges, physician fees, and other eligible medical expenses covered by the Group Benefits Plan shall be considered in determining the amount payable to insured employees under this program.
3. The employee shall contact the Union office to obtain a Request for Reimbursement form and procedures. After the overcharge has been recovered, the Group Medical Benefits carrier/administrator shall disburse a check to the employee in the amount of the cash incentive. Cash incentives are considered income to employees for tax purposes and subject to being reported on their federal income tax return.
4. The Board shall not get involved in resolving any differences between the employee and the medical providers of service with respect to disputed charges. Insured employees shall be solely responsible for handling such disputes.

**SECTION I - Education Supplemental Pay Plan**

1. Supplemental pay may be earned in the following ways:

**a. The District Staff Development Plan**

1. Each SRP may earn up to ninety-six (96) points each year for education supplemental pay purposes by successfully completing those components designated as job related by the Director of Staff Development.
2. For each ninety-six (96) points thus earned, a seven cents (\$.07) per hour supplement will be awarded.

OR

**b. Adult Education Courses**

1. Each SRP may earn points each year for education supplemental pay purposes by successfully completing

those adult education courses designated as job related by the appropriate administrator: Director of Food and Nutrition Services for FNS workers, Director of Facility and Maintenance Services for facility and maintenance workers, District Custodial Services Coordinator for Custodians, Director of Transportation for Bus Drivers, etc.

2. One (1) point shall be awarded for each adult education course clock hour.
3. For each ninety-six (96) points thus earned, a seven cents (\$.07) per hour supplement will be awarded.

OR

**c. College Credit Courses**

1. Each SRP may earn points each year for education supplemental pay purposes by successfully completing college courses taken at a college accredited by one of the regional accrediting associations or at a college accredited by an association which is a member of the Council on Post Secondary Accreditation (COPA).
2. For each six (6) semester hours of credit earned, a seven cents (\$.07) per hour supplement will be awarded. Effective January 1, 2015, for each six (6) semester hours of credit earned above the education requirement for the position, a seven cents (\$.07) per hour supplement will be awarded. Employees receiving this supplement prior to January 1, 2015 will continue to receive it.

**d. Combinations**

1. Staff development points, adult education courses, and college credit courses may be combined as follows: one (1) semester hour of college credit = sixteen (16) points and one (1) adult education clock hour = one (1) point.
2. No duplication will be permitted.

**e. Supplement Ceiling**

A maximum of \$1.68 per hour may be earned under this plan.

**f. Responsibility to Notify**

1. It will be the responsibility of the employee to notify the Office for Human Resources and Educator Quality of his/her eligibility for education supplemental pay and provide any necessary supporting documentation.
2. Beginning July 1, 1982, the addition due to education supplemental pay shall be effective for the pay period following the receipt of the necessary documentation in the district Human Resources office and evaluation and approval by the Director of Human Resources and Educator Quality or his/her designee. Beginning July 1, 1989, any increase due to education supplemental pay shall be retroactive to the beginning of the first pay period following completion of the inservice in which an employee reaches or exceeds ninety-six (96) points.

**g. Eligibility**

1. Occupational Therapy Assistants, Physical Therapy Assistants, and Social Educator (Headstart Program) are eligible to receive Education Supplemental Pay for inservice points earned after January 1, 1997, according to the District Staff Development Plan as specified in paragraphs 1 a) 1) and 1 a) 2) of this section.
2. Prekindergarten Teachers (CDA) are eligible to receive Education Supplemental Pay for inservice points earned after July 1, 1998, according to the district staff development plan as specified in paragraphs 1 a) 1), and 1 a) 2) of this section.

**SECTION J – Employee Assistance Program (EAP)**

An Employee Assistance Program will be provided for the purpose of offering employees, upon their request, short-term counseling and/or assistance with referrals for appropriate services. The program will also promote programs for wellness, nutrition, exercise, and stress reduction.

Participation or nonparticipation in the EAP shall be voluntary and shall not be a factor in any adverse employment action by the Board. All personally identifiable information relating to an employee as a result of an employee's participation in the EAP shall be held in strictest confidence by the director and staff of the EAP and such shall not be made a part of or otherwise noted in the employee's personnel file.

An EAP Committee will be established for the purpose of evaluating the services provided which shall include, but not be limited to, the services provided, the cost and funding source, availability, accessibility, utilization, and its effectiveness toward meeting the needs of the employees. The committee shall meet periodically during the school year and by May 1 of each year make recommendations to the Board and USEP for the purpose of further negotiating the improvement and/or revision of the program. The EAP Committee will function as a subcommittee of the current



Insurance Committee. The Board and USEP will mutually agree to appoint members to the EAP subcommittee who are not current members of the Insurance committee. The EAP committee shall consist of an equal number of members selected by the Board and USEP.

The USEP President maintains the right to review and approve any EAP materials and attend any meetings intended for the promotion of the EAP to bargaining unit members.

#### **SECTION K – Premium Pay**

Notwithstanding the provisions of the FS. 252, Emergency Management, the District will provide the following for SRP who volunteer their services:

- a. One and one half (1.5) times the SRP's hourly rate for work performed on a normally unscheduled workday. For example, if an employee is not scheduled to work, and is called in to work, or if the employee is called back in to work on an evening during their regular workweek, or on a weekend when they are not scheduled to work.
- b. Two (2) times the SRP's hourly rate for work performed on a normally unscheduled workday during the Thanksgiving, Winter and/or Spring Breaks. The time included will run from the Saturday starting the break through the last Sunday of the break.
- c. Two (2) times the SRP's hourly rate for work performed during a declared emergency.
- d. Employees are not required to work forty (40) hours in the workweek before receiving the additional compensation.
- e. Unless otherwise specified, field trips conducted by bus drivers will not be paid as premium pay.

#### **SECTION L – School Choice Preference Employee Request**

Preference shall be given to child(ren) of an employee (i.e., child in his/her custodial care) to attend school at the employee's assigned worksite, or within the feeder pattern, 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 employee may appeal any denied request to the Office for Leading and Learning, or designee. The decision of the appeal shall be final.

#### **END OF ARTICLE XI**

### **ARTICLE XII -- RULES GOVERNING THIS AGREEMENT**

#### **SECTION A – Conformity to Law**

In the event that any provision of this Agreement (a) is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction and no appeal has been taken within the time provided for doing so, or (b) is rendered invalid by reason of subsequently enacted legislation, or (c) upon receipt of notice from the federal or state government or other designated auditing agencies that provisions of this Agreement shall result in a loss to the district of funds, property, or services made available through federal and/or state law, then that provision shall be of no force or effect but the remainder of the Agreement shall remain in full force and effect. Substitute action shall be subject to appropriate negotiation between the parties.

#### **SECTION B**

The articles of this Agreement supersede and override conflicting items in Board policies. Further, the Board agrees that said policies shall be amended to conform to the provisions of this Agreement.

#### **SECTION C**

Whenever any notice is required to be given either party to this Agreement by the other party, either shall do so by registered letter at the following address:

If to the Union:  
P.O. Box 1098  
Land O' Lakes, FL 34639

If to the Board:  
7227 Land O' Lakes Blvd.  
Land O' Lakes, FL 34638

#### **END OF ARTICLE XII**



### ARTICLE XIII-DURATION

This Agreement shall remain in full force and effect until midnight, June 30, 2022, except as provided in paragraphs 3 and 4 below and shall automatically be renewed from year to year thereafter unless written notice to modify and 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 the giving of such notice.

During any reopening of negotiations for changes to take effect during the term of this Agreement, the existing provisions of the Agreement shall remain in full force and effect until modified sections are executed.


This Agreement may be reopened upon request of either party if any item is affected by legislation or by mutual consent of both parties.

This Agreement shall be reopened for the 2020-2021 and 2021-2022 school years upon request of either party on Article X and Addenda A and B. Other items may be reopened if affected by legislation or by mutual consent of both parties. In addition, the Union and Board may each select three (3) additional items for reopeners.

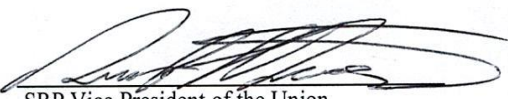
This Agreement contained herein constitutes the full and complete agreement between the Union and the Board and shall not be changed, altered, modified, amended by either party except as provided in paragraphs 3 and 4 above.


IN WITNESS WHEREOF, THE FOLLOWING HAVE SET THEIR SIGNATURES AND SEALS TO BE EFFECTIVE DECEMBER 17, 2019.

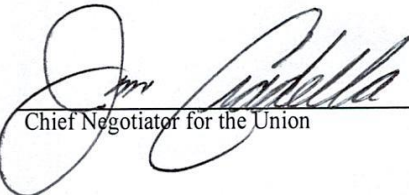
  
Chairperson for the Board

  
President of the Union

  
Superintendent of Schools

  
SRP Vice President of the Union

  
Chief Negotiator for the Board

  
Chief Negotiator for the Union

## **ADDENDUM A -- RULES GOVERNING THE SALARY SCHEDULE**

1. All SRP shall be paid according to their job title, salary pay grade, and the rules governing that position. The parties created and implemented one SRP salary structure, consisting of multiple pay grades and a placement schedule during the 2017-2018 school year. The SRP Compensation Committee will meet to review and provide input regarding implementation of the new salary structure, during the 2019-2020 school year. The newly created salary ranges, as opposed to the former step schedules, will be integrated as part of any salary increases for the 2017-2018 school year and beyond.
2. Effective November 19, 1987, any SRP employed in Pasco County whose service is interrupted due to active military service shall be granted experience for a maximum of four (4) years as if he/she had been serving within the district.
3. In order to receive credit for a year of Pasco continuous service, a SRP must be in paid duty status one day more than one-half (1/2) of his/her work year. However, in the event a SRP is reassigned or promoted, credit will be given if that person would have received credit in either position.
4. Pay dates for the 2019-2020 school year and the number of paychecks will be negotiated during the 2019-2020 negotiations.
5. A SRP who terminates his/her employment during the school year shall receive all pay owed him/her within twenty (20) days of the termination date.
6. Unless otherwise negotiated, Summer School and/or Extended School Year salaries, shall be paid in accordance with the salary schedule in effect for the ending school year.
7. A SRP who works in an optional program after school, on weekends, during the summer, or other additional days shall be paid in accordance with the salary schedule applicable to the position worked.
8. When a stipend is paid for voluntary staff development, the stipend will be paid at least at an hourly rate equal to the effective minimum wage.
9. The Board shall continue to provide a mileage rate of \$.38 per mile.

### **Service Factor**

1. All Service Factor and Longevity payments established prior to July 1, 2016, will continue to be paid at the rates which they were established, however as part of the new salary structure these payments will now be part of the employee's base salary and no longer treated as a supplement (see Addendum E). Effective July 1, 2016, the Service Factor/Longevity concept was discontinued and no longer utilized going forward as both the District and Union believe employees will receive higher compensation levels by using any and/or all available monies for annual raises and other improvements.

**END OF ADDENDUM A**

## **ADDENDUM B**

### **Federal Drug and Alcohol Testing Program for Holders of Florida Class A or B Commercial Drivers' Licenses**

The Board and Union recognize that employees who are required to hold a Class A or Class B Commercial Drivers License (CDL) as a condition of employment and/or who, in the course of their employment, may be required to drive a vehicle for which a Florida Class A or B Commercial Drivers License is required (hereinafter referred to as *covered employees*) must comply with the Omnibus Transportation Employee Testing Act of 1991 (OTETA), regulations of the Federal Highway Administration contained in 49 CFR Parts 40 and 382, et al., and Section 1012.45, Florida Statutes.

#### **Notification**

The Board shall provide all covered employees with educational materials that explain the requirements of the Program and the Board's policies and procedures with respect to meeting these requirements. Each employee who has received a copy of these materials shall be required to sign a statement certifying that he/she has received a copy of these materials.

#### **Testing**

Testing of covered employees shall be done in accordance with applicable Federal and State law. The employee shall be paid his/her regular hourly rate for the time involved for such testing beyond the employee's normal working hours unless such testing results in an employee working beyond forty (40) hours that week. In such cases, the employee shall be compensated at one and one-half (1 1/2) times his/her regular hourly rate unless exempt from the overtime provisions of the Fair Labor Standards Act. Refusal to report for testing when notified to do so shall be considered a positive test.

### **Positive Test Results for Alcohol or Prohibited Substances**

If a covered employee tests .02 to .039 for breath alcohol, he/she shall be removed from performing the duties of his/her safety-sensitive position for twenty-four (24) hours. If the employee has accrued Sick or Vacation Leave, he/she shall be permitted to use such leave during this period. A conference may be held with the employee in an attempt to determine why he/she tested .02 to .039 so as to prevent recurrence.

If an employee tests .04 or higher for breath alcohol or tests positive for any prohibited substance, he/she shall be removed from performing the duties of his/her safety-sensitive position, and he/she shall be referred to a substance abuse professional. In addition, there will be other employment consequences which may include termination. In the event that the primary specimen confirms the presence of prohibited substances, and the employee believes there has been an error in the analysis, he/she may request that the split specimen be tested. The cost of this second analysis shall be the responsibility of the employee. However, should this analysis produce a negative result, the Board shall reimburse the employee for the cost.

### **Reasonable Suspicion**

When a supervisor believes that a covered employee is in violation of OTETA regulations, he/she shall confer with the district OTETA administrator or designee who shall decide whether to proceed further. If the OTETA administrator or designee meets with the employee for the purpose of notifying him/her that reasonable suspicion testing will be required, he/she shall do so in conjunction with a trained supervisor. A Union representative shall be permitted to attend the meeting with the right to ask questions for the purpose of clarification. Because time is important when giving an alcohol test, the meeting will not be delayed if the Union representative is unable to be present at the specified time for the meeting to begin. During the meeting, the OTETA administrator will cite the indicators which led to the reasonable suspicion, and the employee shall be given an opportunity to give an explanation if he/she desires.

### **Confidentiality**

Confidentiality required by OTETA regulations will be observed, and no voluntary report of a test required by these regulations shall be made to the Florida Department of Highway Safety and Motor Vehicles.

**END OF ADDENDUM B**

## **ADDENDUM C**

### **Asbestos Exposure Procedure**

In compliance with the requirement of the Asbestos Hazard Emergency Response Act (AHERA), 40 CFR Part 763 Section 91, the District School Board of Pasco County (DSBPC) has implemented an operations, maintenance, and repair program to deal with the disturbance of non-intact asbestos containing materials and intact materials that may become non-intact as a result of construction or maintenance activities. Furthermore, the DSBPC in adherence with the Occupational Safety and Health Administration's construction standard for asbestos, 29 CFR 1926.1101, assumes certain building materials to be asbestos in buildings constructed prior to 1981. However, in all cases where information, data, and analysis supporting the determination that the assumed or Presumed Asbestos Containing Material (PACM) does not contain asbestos, then the material is considered a non-asbestos containing material.

If materials that are suspect or PACM are encountered during the performance of their work, and these materials were not identified to them before the commencement of their work, employees are required to stop and inquire through their immediate supervisor to determine if the status of the material is known.

In these situations, it is the policy of the DSBPC that no employee will proceed with his/her work until verification of the material has been made and any asbestos content determined. This determination will be made either through existing information contained in the AHERA Management Plan, or by collecting a sample of the material and sending the sample to a certified laboratory for analysis.

In the event an employee has disturbed a material believed by him/her to be asbestos, the following procedures will immediately be implemented:

1. All employees in the immediate area will stop work.
2. The area around the place where the PACM has been disturbed will be cleared of all personnel.
3. The affected employees will contact their immediate supervisor or the DSBPC's environmental staff. Any supervisor who has been notified of a potential asbestos disturbance must immediately notify the DSBPC's environmental staff.
4. The area will be regulated and entry into the area will be restricted to authorized personnel only. Signs will be displayed on all approaches to the area to prevent unauthorized persons from entering.
5. In compliance with AHERA, situations where more than three (3) square feet or three (3) linear feet of non-intact

(friable) PACM has been disturbed, the air conditioning system for the affected area will be shut off to prevent the possible distribution of fibers to other areas of the building.

6. As soon as the area is secure and the incident has been reported, the affected employee(s) must proceed to the nearest shower facility and either take a shower, or as a minimum precaution, wash his/her face, hands, and hair.
7. In addition, if an employee has been exposed to non-intact (friable) PACM, he/she must take the following precautions. Place any clothing thought to have been exposed to a PACM into a plastic bag or other sealable container. The clothing must remain sealed in this container until the PACM has been analyzed or identified as a non-asbestos containing material. If the PACM is determined to be asbestos containing, the clothing will be disposed of as an asbestos waste. Replacement clothing of equal value and type will be purchased from funds provided in Article IX, Section D of the SRP Collective Bargaining Agreement. Work boots will be HEPA vacuumed, wet-wiped, and reused.

Following notification of the incident to the environmental staff, a cross-reference of the facilities AHERA Management Plan will be made to determine if the material has been previously identified, sampled, and analyzed. If the material cannot be referenced, it will be assumed that the disturbance has been of an asbestos containing material and the environmental staff will dispatch a clean-up crew through a DSBPC approved abatement contractor. The complete area will be cleaned using asbestos cleaning techniques. Either the DSBPC's Environmental Specialist or a representative of the environmental consulting company will proceed to the site and collect samples of the suspect material for analysis and identification.

In situations where the asbestos content of a material is unknown the site will be considered an asbestos contaminated area until the analysis of samples collected indicate otherwise.

The DSBPC intends to continue to use certified asbestos contractors for the removal of asbestos containing materials in conjunction with maintenance personnel performing small maintenance projects on intact (non-friable) materials.

**End of ADDENDUM C**

## **ADDENDUM D**

### **Reasonable Suspicion Drug Testing Program**

As part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work and our students to attend, and to promote a drug-free working environment, the Pasco County School Board (Board) has established this Reasonable Suspicion Drug Testing Program (Program) relating to the abuse of drugs (including alcohol) by its employees.

This Program has been prepared so as not to conflict with public policy, and further, not to be discriminatory or abusive. The ultimate goal of the Program is to balance the Board's respect for privacy with its need to keep a safe, productive, drug-free environment. Reasonable suspicion drug testing shall be required by a supervisor or designee, outside the bargaining unit, who has been trained for at least sixty (60) minutes on alcohol misuse and an additional sixty (60) minutes on controlled substance misuse. All test results will be kept confidential to the extent allowed by law.

Employees who engage in prohibited drug-related conduct as verified by the testing results must be immediately removed from duty.

Any employee who is in violation of the Program shall be subject to discipline up to and including dismissal or required to participate in and complete a drug-abuse or alcohol rehabilitation program (rehabilitation program) as a condition of continued employment. The opportunity to participate in a rehabilitation program as a condition of continued employment will be offered only to employees who test positive for drugs or alcohol and who have not been previously found to be in violation of any provision of this Program. The employee is responsible for all costs associated with the rehabilitation program and will provide evidence of satisfactory completion of all phases and terms of the rehabilitation program to the Board. The rehabilitation program will include the involvement of a Substance Abuse Professional (SAP) approved by the Board. The SAP will evaluate the employee and make recommendations relative to fitness to return to work, appropriate education, treatment, follow-up tests, and aftercare. The employee will sign an authorization and release of information form allowing the SAP to release, and the Board to obtain, information relative to the employee's progress in the rehabilitation program. The employee will be on leave pending the successful completion of the rehabilitation program. The employee may use accrued sick leave during this period if available; otherwise the leave will be unpaid. Upon completion of the rehabilitation program, the employee will be returned to work in a position similar to the position held when the violation occurred and for which he/she is qualified in the judgment of the Superintendent. An employee returning to work following successful completion of a rehabilitation program will be subject to random unannounced follow-up testing for one calendar year or longer if required by the SAP as part of the rehabilitation program.

The provision allowing entry into a rehabilitation program does not preclude the employee from being disciplined for other



violations of the Program or other behaviors which would otherwise subject the employee to discipline up to and including termination of employment. These other behaviors include an employee's actions or behaviors at the time suspected drug or alcohol misuse is determined.

When a meeting is called to inform an employee that reasonable suspicion testing is required, a Union representative shall be permitted to attend the meeting with the right to ask questions for the purpose of clarification. Because time is important when giving tests, the meeting will not be delayed if the Union representative is unable to be present at the time specified for the meeting to begin. During the meeting, the supervisor calling the meeting will cite the indicators, which led to the reasonable suspicion, and the employee shall be given an opportunity to give an explanation if he/she desires.

Any employee who is discharged from the rehabilitation program for unsuccessful participation will be recommended for termination from employment. Any employee who is in violation of the Board's Program a second time will be recommended for termination from employment.

### **Definitions**

"Drug" is defined as: alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph. Employees tested under reasonable suspicion testing shall be tested for the following drugs: cannabinoids, cocaine, opiates (morphine), amphetamines, phencyclidine (PCP), benzodiazepines, barbiturates, methadone, propoxyphene, and alcohol.

### **Notification**

Prior to implementation, the Board will provide all employees with an orientation that includes educational materials that explain the requirements of this program and the Board's policies with respect to these requirements. Each employee who has received these materials shall be required to sign a form certifying that he/she has received a copy of the materials.

An employee may be subject to a drug-screening test under any of the following circumstances:

1. Where there is a finding of reasonable suspicion based on specific facts and inferences reasonably drawn from these facts in light of experience, which would lead a prudent person to reasonably suspect that the employee was under the influence of illegal drugs or alcohol.
2. When an employee's conduct or appearance is directly observed or perceived as indicative of being under the influence of a drug or alcohol during work time. It is the Board's intention that such an observation be made by two or more supervisors trained in alcohol and controlled substance misuse before requiring a reasonable suspicion drug test. However, this is not a requirement.
3. When an employee is found in possession of suspected illicit drugs or drug paraphernalia, or when suspected illicit drugs or paraphernalia are found in an area controlled or used exclusively by the employee.
4. As part of a rehabilitation program or as specified in the agreement.
5. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on school board property.

### **Testing**

Testing of employees shall be done in accordance with the applicable Federal and State law.

Refusal to submit to a drug-screening test is defined as:

1. Failing to provide adequate breath for alcohol testing without a valid medical explanation;
2. Failing to provide adequate urine for drug testing without a valid medical explanation;
3. Engaging in conduct that clearly obstructs the testing process; or
4. Tampering with a drug test

Failure to comply or provide an adequate urine or breath sample, absent a documented and verified medical excuse, shall be determined to be a positive test result.

### **Follow-up Testing**

Should the employee successfully complete the drug-abuse or rehabilitation program, the employee, upon returning to work, shall be subject to follow-up drug or alcohol testing as determined by the SAP or as specified in this agreement.

This program will take effect on September 1, 2008.

Employees in safety sensitive positions covered by provisions of the Omnibus Transportation Testing Act (OTETA) as outlined in Addendum B of this agreement are not subject to this program.

### **End of ADDENDUM D**

**ADDENDUM E**  
**Job Titles and Salary Schedules 2019-2020**

**SRP Placement Guidelines      2019-2020**

Credit for related applicable experience will be granted according to the rules outlined below. In order to receive credit, all experience must be verified in writing by former employer(s) and submitted to the Office for Human Resources and Educator Quality. If the aggregate of verified outside experience results in a fractional part of a year greater than one-half (1/2), it will be counted as a year of outside experience.

<b>Title</b>	<b>Pay Grade</b>	<b>MPL<sup>1</sup></b>	<b>Experience Credit<sup>2</sup></b>	<b>Eligible Supplements/Notes<sup>3</sup></b>
Administrative Assistant	S10	5	1 for 2	
Air Conditioning Chiller Mechanic	S15	15	1 for 1	
Air Conditioning Specialist	S13	15	1 for 1	
Behavior Assistant	S07	15	1 for 1	
Benefits Associate	S06	15	1 for 1	
Benefits Representative	S11	15	1 for 1	
Bookkeeper Secretary	S08	5	1 for 2	
Bus Driver	S09	5	1 for 2	<b>Extracurricular trip rate: \$14.32/hr</b> <b>Driver Trainer rate: \$17.93/hr</b> <b>Bus Driver Trainee \$12.23/hr</b>
Bus Parts Specialist	S10	15	1 for 1	
Classroom Assistant	S02	1	Level 1	
Clinic Assistant	S06	5	1 for 2	
Clinic Assistant (LPN)	S14	5	1 for 2	
Computer Operator	S08	15	1 for 1	
Conservation and Recycling Ops Asst	S04	5	1 for 2	
Construction Finance Assistant	S09	15	1 for 1	
Courier	S04	5	1 for 2	
Custodian	S02	5	1 for 2	\$0.20/hour for <b>certified custodian</b> certification or \$0.40/hour for <b>master custodian</b> certification; \$1.50/hour for those designated as <b>relief custodians</b>
Data Entry Operator	S08	5	1 for 2	
Department of Juvenile Justice Program Specialist	S06	5	1 for 2	
Distribution and Materials Handler	S09	5	1 for 2	
Early Childhood Programs Health Assistant	S02	5	1 for 2	
Early Head Start Caregiver	S10	7	1 for 1	
Early Head Start Lead Caregiver	S11	7	1 for 1	
Facility Service Worker	S06	15	1 for 1	
Family Services Worker	S04	5	1 for 2	
Finance Assistant	S09	15	1 for 1	



Financial Aid Assistant	S04	5	1 for 2	
Food and Nutrition Services Assistant	S03	5	1 for 2	
Food and Nutrition Services Associate	S06	15	1 for 1	
Food and Nutrition Services Production Assistant	S06	5	1 for 2	
Food and Nutrition Services Vending Technician	S13	15	1 for 1	
Group Leader	S02	1	Level 1	
Help Desk Technician	S08	15	1 for 1	
Home Services Worker	S08	15	1 for 1	
Home Visitor	<u>S03</u>	<u>1</u>	<u>Level 1</u>	
Human Capital Associate	S06	15	1 for 1	
HVAC Systems Control Technician	S15	15	1 for 1	
Instructional Assistant (Basic Education Programs & Federal and State Programs)	S05	5	1 for 2	
Instructional Assistant (Deaf/Hard of Hearing) (Exceptional Student Education)	S05	5	1 for 2	
Instructional Assistant (Department of Juvenile Justice)	S06	5	1 for 2	
Instructional Assistant (Eligible for Florida Educator's Certificate)	S08	5	1 for 2	Instructional Assistants or Paraprofessionals eligible for a state issued Florida Educator's Certificate at the Bachelor's level or higher will be paid according to Pay Grade S08 effective beginning the next pay period after submission of evidence of eligibility and review and approval by the Office for Human Resources and Educator Quality. All individuals who previously applied for a certificate and possess a statement of eligibility will no longer need to reapply for this statement once it expires.
Instructional Assistant (ESOL/Bilingual)	S05	5	1 for 2	
Instructional Assistant (Exceptional Student Education)	S06	5	1 for 2	
Instructional Assistant (Instructional Learning Systems)	S05	5	1 for 2	
Instructional Assistant (Pre-Kindergarten)	S05	5	1 for 2	\$0.53 per hour for a <b>Child Development Associate (CDA)</b> or equivalent
Instructional Assistant (Special Adult Education Programs)	S05	5	1 for 2	
Instructional Assistant (Student Discipline)	S06	5	1 for 2	
Instructional Assistant/Bus Driver	S09	5	1 for 2	

Instructional Assistant/Paraprofessional Physical Education	S05	5	1 for 2	
Interpreter for the Deaf and Hard of Hearing	S07	5	1 for 2	
Interpreter for the Deaf and Hard of Hearing (EIPA 3.3 or greater)	S16	5	1 for 2	\$7.00 per hour for attaining a score of 4 or greater on the Educational Interpreter Performance Assessment (EIPA) or obtaining national interpreter certification (NIC) by the National Registry of Interpreters for the Deaf (NRID) \$45.00/hour Additional Duty outside of regular work duties
Inventory Records Assistant	S08	15	1 for 1	
Licensed Practical Nurse	S14	5	1 for 2	
Licensed Practical Nurse 245	S14	5	1 for 2	
Lunchroom Monitor	S02	1	Level 1	
Maintenance Technician	S10	15	1 for 1	
Mechanic I	S15	15	1 for 1	<b>Transportation Mechanic I Tool Allowance</b> - \$500/yr
Multimedia Production Assistant	S06	15	1 for 1	
Network Technician	S12	15	1 for 1	
Occupational Therapy Assistant	S18	15	1 for 1	
Onboarding Representative	S11	15	1 for 1	
Paraprofessional (Cyesis)	S03	5	1 for 2	\$0.53 per hour for a <b>Child Development Associate (CDA)</b> or equivalent ( <i>which will be considered in the calculation of the Educational Supplemental Pay Plan ceiling</i> ). CDA issued and credit received through Pasco County Schools Adult Education Program does not qualify for this supplement.
Paraprofessional (Eligible for Florida Educator's Certificate)	S08	5	1 for 2	
Paraprofessional (Social Services)	S03	5	1 for 2	
Paraprofessional (Transition Assistant)	S04	10	1 for 1	
Parent Involvement Assistant	S05	5	1 for 2	
Parent Involvement Assistant 245	S05	5	1 for 2	
Physical Therapy Assistant	S18	15	1 for 1	
Property Control Assistant	S08	15	1 for 1	
Purchasing Associate	S06	15	1 for 1	
Records Management Assistant	S04	5	1 for 2	
Registrar	S03	5	1 for 2	
Registrar 245	S03	5	1 for 2	

Relief Bus Driver	S09	5	1 for 2	<b>Relief Bus Driver \$1.00/hr</b> <b>Extracurricular trip rate: \$14.32/hr</b> <b>Driver Trainer rate: \$17.93/hr</b>
Resource Management Associate	S06	5	1 for 2	
Secretary II	S05	5	1 for 2	
Secretary III	S03	5	1 for 2	
Senior Finance Assistant	S11	15	1 for 1	
Senior Food and Nutrition Services Associate	S11	15	1 for 1	
Senior Group Leader	S04	5	1 for 2	
Senior Testing Assistant	S08	15	1 for 1	
Social Educator	S09	5	1 for 2	
Student System Data Entry Operator	S08	5	1 for 2	
Technology Services Technician	S12	15	1 for 1	<b>Tech Services Certification: \$1.00/hr</b> for those who are certified to complete warranty repair work for which the company and the District have a warranty program agreement
Testing Assistant	S04	5	1 for 2	
Transportation Assistant	S02	5	1 for 2	
Transportation Communications Technician	S12	15	1 for 1	<b>Transportation Mechanic I Tool Allowance - \$500/yr</b>
Transportation Maintenance Assistant	S05	5	1 for 2	
Water and Sewer Plant Operator	S08	15	1 for 1	

<sup>1</sup>**MPL (Maximum Placement Level)** - Credit for related experience shall not exceed the level (MPL) indicated

<sup>2</sup>**Experience Credit** - Credit for related experience will be granted on the basis of: (a) 1 level for every 1 year of related experience (**1 for 1**); (b) 1 level for every 2 years of related experience (**1 for 2**); or (c) at level 1 for all employees (**Level 1**)

<sup>3</sup>For payment of supplements for certifications and/or licenses, proof of certification or license must be submitted to the Office for Human Resources and Educator Quality (HREQ) along with the appropriate form. Payment will begin at the start of the pay period following submission of evidence of certification/license and review and approval by HREQ.

#### **Additional Considerations:**

#### **Bus Drivers/Relief Bus Drivers:**

(a) Bus Drivers and Relief Bus Drivers selected to function as **Bus Driver Trainers** will be paid \$17.37/hr, exclusive of supplements.

(b) Bus Drivers and Relief Bus Drivers will be paid \$13.87/hr for **extra-curricular trips**, exclusive of supplements.

#### **Additional Considerations:**

#### **Instructional Assistants/Paraprofessionals:**

The Director of Student Support Programs and Services may determine that certain programs require an Instructional Assistant or Paraprofessional to be a Licensed Practical Nurse because of the nature of the students being served. When this occurs, the Instructional Assistant or Paraprofessional will be paid from salary schedule S08.

#### **Interpreter for the DHH**

Interpreters for the Deaf and Hard of Hearing who have obtained national interpreter certification (NIC) by the National Registry of Interpreters for the Deaf (NRID) or earned a 4.0 or higher on the Educational Interpreter Performance Assessment (EIPA) shall receive \$45.00 per hour, or time and a half, whichever is greater, for any additional duty outside of their normal work duties, that they accept.

## **ECONOMIC PROPOSAL**

### **School Related Personnel Economic Proposal 2019-2020**

Recognizing the important role that SRP play in the operation of the school district, the Superintendent, Board, and Union prioritized the providing of salary increases for SRP for the 2019-2020 school year as follows:

#### **1. Salaries for 2019/2020**

\$2,606,736 will be provided to improve SRP compensation for the 2019-2020 school year as follows:

- I. \$2,057,213 to provide a salary increase of three and one quarter percent (3.25%) of base salary to all eligible SRP, exclusive of all supplements, provided the SRP earned a year of service credit for the 2018-2019 school year.
- II. The SRP Compensation Committee will again be convened to provide input in the implementation of the new salary structure, which occurred during the 2017-2018 school year. The newly created salary ranges, as opposed to the former step schedules, were integrated as part of any salary increases for the 2017-2018 school year and beyond.
- III. All supplements and differentials will continue to be paid at 2018-2019 rates except as provided in this proposal. (see Addendum E)
- IV. Should there be any deviations during implementation, the Board and the Union are authorized to correct these deviations. In addition, should the District's budgetary status improve during the 2018-2019 school year, the Board and the Union agree to meet to examine the possibility of compensation improvement.
- V. The payment and increases shown above will be provided retroactively to July 1, 2018, for current bargaining unit members employed on the date of Board ratification. However, such increases will not be provided to bargaining unit members who left the District prior to Board ratification for any reason.
- VI. The District will cover the cost of additional required contributions to the Florida Retirement System. For the 2019-2020 school year, the increased contribution amount is approximately \$141,958.

#### **2. Other Considerations -- \$549,523 for the following:**

- a) \$197,188 to reclassify all Instructional Assistants (IA, IA DHH ESE, IA ESOL, IA ILS, IA PE, IA Pre-K, IA Spec. Adult Ed. Prog.) currently on Pay Grade S04 to Pay Grade of S05;
- b) \$187,734 to reclassify all Instructional Assistants (IA ESE, IA DJJ) currently on Pay Grade S05 to Pay Grade S06;
- c) \$82,173 to reclassify all Data Entry Operators and Student System Data Entry Operators currently on Pay Grade S07 to Pay Grade S08;
- d) \$66,093 to reclassify all Licensed Practical Nurses currently on Pay Grade S12 to Pay Grade S14;
- e) \$16,335 to reclassify all Occupational Therapy Assistants and Physical Therapy Assistants currently on Pay Grade S17 to Pay Grade S18.

#### **3. Fingerprint Retention Fees**

The Board will continue to pay the fingerprint retention fee for SRP, estimated to be \$25,843 for the 2019-2020 school year.

#### **4. Fringe Benefits**

The Board agrees to contribute \$7,021.53 per eligible employee (an increase of \$235.65 from 2019), toward the cost of the health insurance benefit package for the 2020 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 and administrative costs incurred and associated with the self-insured benefits contained in the health insurance benefit package, and to contribute towards the insurance reserve account for the

self-insured benefits contained in the health insurance benefit package. In order to balance the insurance budget, the District Insurance Committee agreed that effective January 1, 2014, the annual \$150 per employee flexible benefit would be replaced with an annual health risk assessment incentive of up to \$250 per employee.

Should there be any funds once the District has set aside funds to pay all fully insured premiums, all self-insured incurred claims, all administrative costs associated with the health insurance benefits package, and funded the insurance reserve/surplus account to the level identified by the District Insurance Committee, such funds will be placed in the insurance reserve/surplus account and applied towards the costs for the 2021 plan year. Should increases in costs for the products and services contained in the health insurance benefit package require an additional District contribution in excess of the operating dollars budgeted for the 2020 benefit year, the Board and the Union will meet to decide how to balance any such deficit.

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.

Effective with the 2012-2013 school year, employees receiving the District’s health insurance benefit package who terminate employment after working through the final day of his/her respective work calendar shall continue to receive Board contributions towards his/her health insurance benefit package through the end of August of that plan year.

## **END OF ECONOMIC PROPOSAL**

### **MEMORANDUM OF UNDERSTANDING Educational Paraprofessionals/Instructional Assistants, and Other eligible SRP Career Development Program**

The Board and the Union agree to continue the program to assist Paraprofessionals / Instructional Assistants and other eligible SRP with monetary assistance for those enrolled as degree-seeking students in a college of education.

The Board and the Union agree to meet during the 2019-2020 school year to discuss any issues or concerns that arise as a result of this memorandum.

The program will continue provided the funding sources are available.

### **MEMORANDUM OF UNDERSTANDING Extended School Year Program – Summer 2019**

The following parameters will govern the working conditions of employees who work in a summer Extended School Year programs.

#### **PROGRAM DATES:** (Student Attendance)

**24-Day Summer Reading Camp for Grade 3** June 10, 11, 12, 13, 17, 18, 19, 20, 24, 25, 26, 27, July 1, 2, 3, 5, 8, 9, 10, 11, 15, 16, 17, and 18

**12-Day Title I Programs** June 10, 11, 12, 13, 17, 18, 19, 20, 24, 25, 26, and 27

**12-Day Title I Middle School STEM Camp** June 10, 11, 12, 13, 17, 18, 19, 20, 24, 25, 26, and 27

**24-Day Title I Part C Migrant Program** June 10, 11, 12, 13, 17, 18, 19, 20, 24, 25, 26, 27, July 1, 2, 3, 5, 8, 9, 10, 11, 15, 16, 17, and 18

**16-Day Peace Camp** June 3, 4, 5, 6, 10, 11, 12, 13, 17, 18, 19, 20, 24, 25, 26, and 27

**10-Day ESE Program** June 10, 11, 12, 13, 17, 18, 19, 20, 24, and 25

**Middle School Course Recovery Program** (20 half-days) June 10, 11, 12, 13, 17, 18, 19, 20, 24, 25, 26, 27, July 8, 9, 10, 11, 15, 16, 17, and 18

**High School Credit Recovery Program** - (20 half-days) June 10, 11, 12, 13, 17, 18, 19, 20, 24, 25, 26, 27, July 8, 9, 10, 11, 15, 16, 17, and 18

**16-Day Title III English Camp for English Language** June 10, 11, 12, 13, 17, 18, 19, 20, 24, 25, 26, 27, July 1, 2, 3, and 5

#### **Instructional and Non-instructional Employees**

##### **Filling Positions:**

- Assignment to this program is voluntary.
- Each school principal will notify the staff of the program dates by April 29, 2019.
- Each employee having an interest in working in the program will submit his/her name to the school principal by May 6, 2019.
- Tentative job openings will be announced by the last student day.
- When it is judged that professional qualifications and ability are substantially equal among applicants for the program to be offered, district seniority shall prevail.
- When filling positions, employees within the bargaining unit shall be given priority over other applicants.
- The previous procedure to select transportation employees for the school year assignments will continue to be used, with the following exception. Bus drivers and transportation assistants who select a route and resign, or work less than half of the days of the selected route in ESY for the summer of 2019, will be placed at the bottom of the selection list for ESY for the summer of 2020, unless the reason for resigning or working less than half of the days is for one of the following reasons and is supported by appropriate documentation as determined by Transportation Department administration: a health concern that prohibits the employee from working or a health concern of an immediate family member of the employee and the employee is needed to care for the family member, family emergency, or jury duty.

##### **Work Schedule:**

##### **TEACHERS:**

##### **24-Day Summer Reading Camp for Grade 3**

- 1 day of preplanning at 7.5 hours - June 7, 2019
- 24 days at 4.0 hours per day (3.5 hours of student instruction and .5 hour of planning)

**Total Days: 25 (including preplanning) Total Hours: 103.5**

##### **12-Day Title I Programs**

- 1 day of preplanning at 7.5 hours - June 7, 2019
- 12 days at 4.0 hours per day (3.5 hours of student instruction and .5 hour of planning)



**Total Days: 13 (including preplanning) Total Hours: 55.5**

**12-Day Title I Middle School STEM Camp**

- 1 day of preplanning at 7.5 hours
- 4 days at 4.0 hours per day (3.5 hours of student instruction and .5 hour of planning)

**Total Days: 5 (including preplanning) Total Hours: 23.5**

**24-Day Title I Part C Migrant Program**

- 1 day of preplanning at 7.5 hours - June 7, 2019
- 24 days at 4.0 hours per day (3.5 hours of student instruction and .5 hour of planning)

**Total Days: 13 (including preplanning) Total Hours: 103.5**

**16-Day PEACE Camp (Elementary)**

**Site-based Teachers**

- 2 days of preplanning at 7.5 hours on May 31, 2019 (hours are flexible) and June 27.
- 16 days at 8.5 hours per day (student instruction)

**Total Days: 18 (including preplanning) Total Hours: 151**

**Non-site-based Teachers**

- 4 days of preplanning at 4.25 hours per week on May 31, June 7, June 14, June 21
- 4.0 hours of voluntary training on May 29 & 30 (after hours). Teachers who attend this training will be paid a stipend of \$15.00 per hour.
- 16 days at 8.5 hours per day (student instruction)

**Total Days: 20 (including preplanning) Total Hours: 153**

**10-Day ESE Program**

- 1 day of preplanning at 7.5 hours June 7, 2019 (hours are flexible)
- 10 days at 4.0 hours per day (3.5 hours of student instruction and .5 hour of planning)

**Total Days: 11 (including preplanning) Total Hours: 47.5**

**Middle School Course Recovery Program – 20 half-days**

- 1 day of preplanning at 7.5 hours June 7, 2019
- 20 half-days at 4.0 hours per day (3.5 hours of student instruction and .5 hour of planning)

**Total Days: 21 (including preplanning) Total Hours: 87.5**

**High School Credit Recovery - 20 days**

- 1 day of preplanning at 7.5 hours - June 7, 2019
- 20 half-days at 4.0 hours per day (3.5 hours of student instruction and .5 hour of planning)

**Total Days: 21 (including preplanning) Total Hours: 87.5**

**16-Day Title III English Camp for English Language**

- 1 day of preplanning at 7.5 hours - June 7, 2019 (hours are flexible)
- 16 days at 4.0 hours per day (3.5 hours of student instruction and .5 hour of planning)

**Total Days: 17 (including preplanning) Total Hours: 71.5**

**EOC Administration Window:**

- HS: 72 hours of test administration for the Algebra 1, Geometry, Biology and US History EOC.
- MS: 36 hours of test administration for the Civics EOC.

**ESE Instructional Assistants:**

- 40 hours per day for either 10 or 24-day program.

**Total Days: 10 (10-Day Program)****Total Hours: 40 (10-Day Program)****24 (24-Day Program)****96 ( 24-Day Program)****Pay Rate:**

All employees will be paid at their regular hourly rate based upon the 2018-2019 salary schedule or range.

**Pay Dates:**

Employees working one of the programs will be paid as listed below:

	<b>Pay Date</b>	<b>Pay/Work Period</b>
10-Day Program	6/28/19 (4 days + 1 Planning)	June 7-13
	7/12/19 (6 days)	June 17-27
12-Day Program	6/28/19 (4 days + 1 Planning)	June 7-13
	7/12/2019 (8 days)	June 17-27
16-Day Program	6/28/19 (4 days + 1 Planning)	June 7-13
	7/12/2019 (8 days)	June 17-27
	7/26/2019 (4 days)	June 29-July 12
20-Day Program	6/28/19 (4 days + 1 Planning)	June 7-13
	7/12/2019 (8 days)	June 17-27
	7/26/2019 (4 days)	July 1-12
	8/9/2019 (4 days)	July 15-18
24-Day Program	6/28/2019 (4 days + 1 Planning)	June 7-13
	7/12/2019 (8 days)	June 17-27
	7/26/2019 (8 days)	July 1-12
	8/9/2019 (4 days)	July 15-18

**Sick Leave Accrual:**

Employees who work the 24-Day Program and high school teachers who work a full day (2 single sessions) will earn .5 day sick leave.

**Absences:**

- All 10 to 16-Day Program employees' absences will be without pay. These employees are not eligible to use previously earned sick leave for pay purposes.
- 24-Day Program employees may use sick leave.

**Substitutes:**

A regular employee who substitutes in this program will be paid his/her regular hourly rate.

## **MEMORANDUM OF UNDERSTANDING**

### **FNS Safety Apparel**

Food and Nutrition Services will continue their Program for the 2019-2020 school year, regarding Safety Apparel.

#### **Shirts**

1. School-based FNS employees will receive three (3) shirts with the Zone logo for the 2019-2020 school year.
2. Shirt colors will be determined by FNS.
3. School-based FNS employees must wear the issued shirts at least three (3) days per week on days designated by the FNS manager.

#### **Safety Shoes**

1. School-based FNS employees must wear safety shoes daily for work.
  - a. School-based safety shoes must have non-skid soles to prevent slips and falls.
  - b. No canvas, mesh or open toed shoes are permitted.
  - c. Safety shoes may not be tattered or torn and must be appropriate for work.
2. One \$45.00 payment will be issued per employee for the 2019-2020 school year for the purchase of safety shoes. Payment will be included as a separate line item on the FNS employee's paycheck. Employees may be required to show proof that the safety shoes purchased are non-skid.

#### **Responsibility**

1. FNS will replace the shirts damaged in work-related incident(s).
2. The employee will replace the shirt if damaged outside of work.
3. It will be the employees' responsibility to keep the shirt and shoes clean and appropriate for work.
4. The District will purchase extra shirts so that the replacement cost to employees for shirts shall not exceed the District's cost.

The Board and the Union agree to begin implementation of this MOU in anticipation of ratification, and to meet during the year to resolve any issues or concerns that arise as a result of this memorandum.

## **MEMORANDUM OF UNDERSTANDING**

### **FNS Training Compensation Proposal**

In response to the USDA guidelines mandating continuing education requirements for FNS employees the District School Board of Pasco County and the United School Employees of Pasco mutually agree to the following FNS training compensation provisions. This model will both compensate FNS employees fairly while providing an incentive to stay current with topics applicable to their job responsibilities.

#### **Mandatory Training:**

1. All FNS employees required to complete mandatory training will be paid at their regular rate of pay.
2. Mandatory training will be conducted during normal working hours.
3. The specific courses and the amount of training required will be determined by both the employee's position and amount of hours worked per day.
4. One (1) hour of instruction time equals one (1) FNS CEU (Continuing Education Unit).
5. The 2019-2020 FNS Mandatory CEU Requirement is as follows:
  - a. FNS Assistants, Relief Assistants and District Office SRP's: 6 CEU's
  - b. Production Assistants (Full time and relief): 6 CEU's

#### **Voluntary Training & Bonus Program:**

1. All voluntary training will be paid at minimum wage.

2. Voluntary training will be conducted outside of the employee's normal working hours.
3. One (1) hour of instruction time equals one (1) FNS V-CEU (Voluntary Continuing Education Unit).
4. There is a Two-Tier Bonus Program available for FNS employees.
  - a. Tier 1: when an employee earns a total of 20 Voluntary CEU's, they will receive a \$50 bonus.
  - b. Tier 2: when an employee earns a total of 40 Voluntary CEU's, they will receive an additional \$50 bonus.
5. FNS Management will have discretion to determine what classes will be available for credit dependent on the employee's job title and responsibilities.
6. Employees may not take the same class more than once in a two-year period.
7. Payouts for the Bonus Program will be made twice annually, dates to be determined by FNS Management.
8. Bonus Tiers will reset to zero at the beginning of each fiscal year (July 1).

The language in this proposal supersedes all previous FNS training supplement agreements. However, any FNS employee who is currently receiving a supplement for any training completed prior to this proposal will continue to receive any/all supplements earned.

### **MEMORANDUM OF UNDERSTANDING Maintenance Department Shirt Program**

Effective with the 2013-2014 school year, the Maintenance Department will issue all maintenance employees five (5) work shirts to promote a professional appearance and provide a safety feature of allowing all Maintenance employees to be easily recognizable. All employees who worked during the 2018-2019 school year and have already been issued their five (5) work shirts will continue to wear those shirts unless they need to be replaced due to damage or normal wear. New maintenance employees will be issued five (5) work shirts.

1. All Maintenance employees must wear the issued work shirts daily while at work.
2. The color and style of the work shirts will be determined by the Maintenance Department.
3. New employees may choose to have either five (5) short-sleeved shirts, five (5) long-sleeved shirts or beginning with the 2016-2017 school year, any combination of short-sleeved shirts and long-sleeved shirts totaling five (5) shirts.

#### **Responsibility**

1. Maintenance Department will replace shirts damaged in work-related incidents or normal wear with the employee's preferred sleeve length.
2. The employee will replace shirts damaged outside of work.
3. It will be the employee's responsibility to keep the shirt clean and appropriate for work.
4. The District will purchase extra shirts so that the replacement cost to employees for shirts shall not exceed the District's cost.

The Board and the Union agree to begin implementation of this MOU in anticipation of ratification, and to meet during the year to resolve any issues or concerns that may arise as a result of this memorandum.

### **MEMORANDUM OF UNDERSTANDING School Improvement Grant – Fox Hollow Elementary School**

The 2019-2020 school year, will be the third of a five-year School Improvement Grant (SIG), authorized under section 1003(g) of Title I of the Elementary and Secondary Education Act of 1965 (Title I or ESEA) awarded to Pasco County Schools for Fox Hollow Elementary School. School Improvement Grants are grants made to state educational agencies (SEAs) that SEAs use to make competitive sub-grants to local educational agencies (LEAs) that demonstrate the greatest need for the funds and the strongest commitment to use the funds to provide adequate resources in order to substantially raise the achievement of students in their lowest-performing schools. Based upon research and experience gained through the

course of three SIG 1003(g) cohorts, the Florida Department of Education (FDOE) has developed the following theory of action to guide the work for SIG Cohort 4.

Essential non-instructional personnel that impact kindergarten through 5<sup>th</sup> grade will also be needed to effectuate the improvements needed. Five basic Instructional Assistants and one ESOL Instructional Assistant will be vital in assisting in the implementation of the curriculum. Other necessary SRP include a Resource Management Associate, Secretary III, Clinic Assistant, Data Entry Operator and Bookkeeper, all to assist in the day to day operations of an extended school day.

#### **Additional Work Time**

Non-instructional staff currently working 7 hours per day at FHES will work an additional thirty (30) minutes per day. Non-instructional staff currently working 7.5 hours per day at FHES will work an additional thirty (30) minutes per day. The SIG budget does not provide enough funding for overtime compensation, so no SRP shall be scheduled to work more than eight (8) hours per day using SIG funds. This additional time for Instructional Assistants will be student contact time with a focus on reading instruction as directed under the Lowest 300 Performing Elementary legislation. All other essential non-instructional staff will provide support necessary for FHES to accommodate the additional time in the workday.

#### **Compensation for Additional Work Time**

The additional thirty (30) minutes per day worked in accordance with this Memorandum of Understanding will be paid at each individual SRP's hourly rate of pay. Because this time is in addition to the SRP's regular work calendar and work schedule, SRP utilizing leave will not be compensated for this additional thirty (30) minutes on days they take leave. All leave will be deducted based on the SRP's regular workday and is not inclusive of the additional time as provided by this grant.

Any additional workdays associated with this grant shall be paid at each individual SRP's regular daily rate of pay. SRP's who do not attend these additional days will not be compensated for this additional work time and are not eligible to utilize accumulated leave on these days.

#### **Monitoring of Grant Progress**

As a condition of continued funding of this SIG grant, the State has clearly articulated the expectation that identified schools will add additional student contact time which will be required for at least the first three years of the grant.

#### **Agreement Contingent Upon Funding and Department of Education Approval**

All funds used to implement the above provisions will come from SIG dollars, and not from general revenue sources that would otherwise be available for salary increases. Moreover, the provisions contained within this Memorandum of Understanding are contingent upon continued FDOE approval of FHES's SIG application and sufficient funding being provided through the SIG and Lowest 300 categorical dollars. Nothing in this MOU is meant to conflict with or restrict the implementation of the Lowest 300 Elementary Schools requirements at FHES.

All essential non-instructional staff included in this Memorandum of the additional thirty (30) minutes per day. This MOU serves as notice that complies with Article VII – Working Condition, Section I, (8). Should an SRP have a legitimate conflict, where the SRP is unable to comply with the additional time requirement on a regular basis, the SRP should notify the principal as soon as possible, so any viable alternatives that may exist can be explored.

### **MEMORANDUM OF UNDERSTANDING 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. With the creation of new salary ranges for all SRP job categories effective July 1, 2017, the parties agree to continue the SRP Compensation Committee to review and make any identified recommendations for improvement. The Committee will also continue 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, but will meet at a minimum of once per semester. All recommendations of this committee will be made to the Superintendent and Union President by May 1st.

#### **MEMORANDUM OF UNDERSTANDING SRP Workplace Committee**

The Board and the Union agree to establish a committee to meet to identify, evaluate and recommend solutions to potential workplace concerns or issues regarding SRP.

This committee would be convened at least once per school year, or more as deemed necessary. The parties agree to meet no later than the end of the 1<sup>st</sup> semester for the 2019-2020 school year.

The composition and size of this new committee will be mutually determined by the District and the Union.

#### **MEMORANDUM OF UNDERSTANDING Summer Food Service Program (SFSP) 2019**

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 2019. This program provides meals to qualifying Extended School Year and After School Enrichment Program sites, as well as other sites hosting school and community-based summer programs and activities, and mobile feeding units. Due to the variety of programs being serviced, considerable flexibility will be required. 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 March 4, 2019.
- c. Each employee having an interest in working in the SFSP will submit his/her intent to the district's Food and Nutrition Services Department by March 17, 2019.
- d. Tentative job openings will be announced on or about March 4, 2019.
- e. Job openings will be advertised by geographical region. Applicants may select one or more regions and will be placed according to need.
- f. When it is judged that professional qualifications and ability are substantially equal among applicants for the program to be offered, SFSP seniority and prior year SFSP performance reviews shall prevail.
- g. Employment dates and times will be determined based on the site's operating days and hours.

#### **Program Dates:**

- a. FNS Summer Assistant: (up to 100 positions anticipated)  
Calendar: June 5 through July 31, 2019...up to 40 work days  
Training Date: Approximately 8 hours – to be held June 3, 2019. Employees will be notified of the training date and location when offers of employment are made.  
Work Day: 3 - 6 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 Site Lead: (up to 25 positions anticipated)  
Calendar: June 5 through July 31, 2019...up to 40 work days

Training Date: Approximately 8 hours – to be held June 3, 2019. Employees will be notified of the training date and location when offers of employment are made.

Work Day: 5-7 hours / day (times to vary by location and need)

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

- c. FNS Site Lead - Level 1: (up to 40 positions anticipated)

Calendar: June 5 through July 31, 2019...up to 40 work days

Training Dates: Approximately 12 hours – to be held June 3-4, 2019. Employees will be notified of the training date and location when offers of employment are made.

Work Day: 7-8 hours / day (times to vary by location and need)

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

- d. Employees will receive pay date schedule, site-specific calendars and scheduled work hours as part of their required training.

### **Job Expectations:**

#### **FNS – All Summer Employees:**

- a. Prepare, serve, and store food ensuring high standards of food quality and quantity. Utilize the most current standardized recipes as provided by the Pasco County FNS Nutrition Team and in accordance with federal, state, and local and district regulations, food safety guidelines, and Hazard Analysis Critical Control Points (HACCP) principles and procedures.
- b. Understand federal, state and local program regulations; demonstrate knowledge of meal pattern requirements; assist with identifying food ingredients for students with special needs.
- c. Coordinate food production services by recording menu items prepared, quantity of ingredients used, and leftover portions saved on the daily work production record.
- d. Coordinate with line servers to ensure continuous quantity and quality of items served.
- e. Clean and maintain food preparation areas, storage areas, kitchen equipment, and tools to maintain a clean facility.
- f. Assist management with the preparation of required reports and paperwork.
- g. Assist other staff as needed to ensure efficient operations of the cafeteria.
- h. Perform other duties as assigned.
- i. Efficiently use electronic devices such as iPod's, iPad's and Computers for recording of meal service, meal planning, production records, and/or email communication.

#### **FNS Summer Assistants**

- a. Transport food in district-owned vehicles, maintain appropriate valid Florida driver's license and approval in District School Board of Pasco County Safe Driver Plan (for certain positions).
- b. Serve food on the mobile feeding units, ensuring high standards of food quality and quantity (for certain positions).

#### **FNS Summer Assistant Site Lead**

- a. Assist in supervising, training, instructing, organizing, and delegating work to food service personnel and assume responsibility for operation of the program in the absence of the manager and other key staff members.
- b. Monitor quantity and quality of menu items to ensure food and beverage standards are maintained throughout all meal periods.

#### **FNS Summer Lead Level 1**

- a. Assist in supervising, training, instructing, organizing, and delegating work to food service personnel and assume responsibility for operation of the program in the absence of the manager and other key staff members.
- b. Monitor quantity and quality of menu items to ensure food and beverage standards are maintained throughout all meal periods.
- c. Operate within established financial guidelines to ensure a cost-effective program and complete all records and supporting documents in accordance with current federal, state and local regulations, including District policies and procedures.

#### **Summer Physical Requirements (All Employees)**

- a. Exerting up to 20 pounds of force occasionally, and/or up to 20 pounds of force frequently and/or up to 10 pounds of force constantly to move objects.

- b. Frequently performing the following physical activities: bending, stooping, and pulling.
- c. Regularly performing the following physical activities: sitting, standing, walking, twisting, reaching, pushing, lifting, finger dexterity, grasping, repetitive motions, talking, hearing acuity, and visual acuity.
- d. Occasionally performing the following physical activities: climbing, balancing, kneeling, crouching, crawling, and feeling.
- e. Work environment consists of indoors and outdoors, and extreme cold temperatures.
- f. Employees may be required to operate the following machines, tools, and equipment: commercial foodservice equipment including convection ovens, steamer, steam-jacket kettle, slicer, mixer, etc.; touch-screen computer register; general office equipment including personal computers, fax machines, scanners, copiers, telephones, etc.

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

Since this program is funded separately from other district programs, relies upon the accessibility of district transport vehicles, 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. If reductions in staff are necessary, they will be conducted by program site, led by Food and Nutrition Services, and will be based upon seniority. If reductions in staff occur, the reduced employee will be offered a position at another site within their geographical preference, if available.

**Sick Leave Accrual:**

Employees will earn one (1) day of sick leave for working every 20 scheduled work days. The time earned will equal the length of the employee's scheduled work day, 3 - 8 hours. 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 Assistants will be paid an hourly rate of \$ 10.63 for all hours worked.
- b. FNS Summer Assistant Site Lead will be paid an hourly rate of \$ 11.73 for all hours worked.
- c. FNS Summer Site Lead Level 1 will be paid an hourly rate of \$ 12.53 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 \$ 10.63 for all hours worked.

## SRP Placement Schedule 2019-2020

Pay Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Pay Grade	Min	Max
<b>S18</b>	20.52	20.77	21.02	21.27	21.53	21.79	22.05	22.31	22.58	22.85	23.12	23.40	23.68	23.96	24.25	<b>S18</b>	<b>20.52</b>	<b>30.78</b>
<b>S17</b>	19.54	19.78	20.02	20.26	20.50	20.75	21.00	21.25	21.51	21.77	22.03	22.29	22.56	22.83	23.10	<b>S17</b>	<b>19.54</b>	<b>29.31</b>
<b>S16</b>	18.61	18.83	19.06	19.29	19.52	19.75	19.99	20.23	20.47	20.72	20.97	21.22	21.47	21.73	21.99	<b>S16</b>	<b>18.61</b>	<b>27.92</b>
<b>S15</b>	17.73	17.94	18.16	18.38	18.60	18.82	19.05	19.28	19.51	19.74	19.98	20.22	20.46	20.71	20.96	<b>S15</b>	<b>17.73</b>	<b>26.59</b>
<b>S14</b>	16.88	17.08	17.28	17.49	17.70	17.91	18.12	18.34	18.56	18.78	19.01	19.24	19.47	19.70	19.94	<b>S14</b>	<b>16.88</b>	<b>25.32</b>
<b>S13</b>	16.08	16.27	16.47	16.67	16.87	17.07	17.27	17.48	17.69	17.90	18.11	18.33	18.55	18.77	19.00	<b>S13</b>	<b>16.08</b>	<b>24.12</b>
<b>S12</b>	15.31	15.50	15.69	15.88	16.07	16.26	16.46	16.66	16.86	17.06	17.26	17.47	17.68	17.89	18.10	<b>S12</b>	<b>15.31</b>	<b>22.97</b>
<b>S11</b>	14.58	14.76	14.94	15.12	15.30	15.48	15.67	15.86	16.05	16.24	16.43	16.63	16.83	17.03	17.23	<b>S11</b>	<b>14.58</b>	<b>21.87</b>
<b>S10</b>	13.89	14.05	14.22	14.39	14.56	14.73	14.91	15.09	15.27	15.45	15.64	15.83	16.02	16.21	16.40	<b>S10</b>	<b>13.89</b>	<b>20.83</b>
<b>S09</b>	13.23	13.39	13.55	13.71	13.87	14.04	14.21	14.38	14.55	14.72	14.90	15.08	15.26	15.44	15.63	<b>S09</b>	<b>13.23</b>	<b>19.84</b>
<b>S08</b>	12.60	12.75	12.90	13.05	13.21	13.37	13.53	13.69	13.85	14.02	14.19	14.36	14.53	14.70	14.88	<b>S08</b>	<b>12.60</b>	<b>18.90</b>
<b>S07</b>	12.00	12.14	12.29	12.44	12.59	12.74	12.89	13.04	13.20	13.36	13.52	13.68	13.84	14.01	14.18	<b>S07</b>	<b>12.00</b>	<b>18.00</b>
<b>S06</b>	11.43	11.56	11.70	11.84	11.98	12.12	12.27	12.42	12.57	12.72	12.87	13.02	13.18	13.34	13.50	<b>S06</b>	<b>11.43</b>	<b>17.14</b>
<b>S05</b>	10.88	11.01	11.14	11.27	11.41	11.55	11.69	11.83	11.97	12.11	12.26	12.41	12.56	12.71	12.86	<b>S05</b>	<b>10.88</b>	<b>16.32</b>
<b>S04</b>	10.36	10.49	10.62	10.75	10.88	11.01	11.14	11.27	11.41	11.55	11.69	11.83	11.97	12.11	12.26	<b>S04</b>	<b>10.36</b>	<b>15.55</b>
<b>S03</b>	9.87	9.99	10.11	10.23	10.35	10.47	10.60	10.73	10.86	10.99	11.12	11.25	11.39	11.53	11.67	<b>S03</b>	<b>9.87</b>	<b>14.81</b>
<b>S02</b>	9.40	9.51	9.62	9.74	9.86	9.98	10.10	10.22	10.34	10.46	10.59	10.72	10.85	10.98	11.11	<b>S02</b>	<b>9.40</b>	<b>14.10</b>

tAPPENDIX A— GRIEVANCE FORM  
DISTRICT SCHOOL BOARD OF PASCO COUNTY  
Grievance Report Form

Name(s) of Grievant(s) \_\_\_\_\_

School \_\_\_\_\_ Assignment \_\_\_\_\_

Home Address \_\_\_\_\_

Home Telephone (      ) \_\_\_\_\_

Grievance #/Year \_\_\_\_\_ Grievance \_\_\_\_\_ Level \_\_\_\_\_ Date  
Filed

Grievance filed under the provisions of: Article VI, Section A-1/Section A-2

Article(s) and specific section(s) of Agreement violated \_\_\_\_\_

Date of alleged violation \_\_\_\_\_

Date of informal level discussion with supervisor \_\_\_\_\_

Statement of grievance \_\_\_\_\_

Relief sought \_\_\_\_\_

\_\_\_\_\_  
Grievant(s) Signature(s) Date

Date received by Administrator \_\_\_\_\_

Disposition of Administrator \_\_\_\_\_

\_\_\_\_\_  
Administrator(s) Signature(s) Date

Once copy each: Administrator, Union, Grievant, Superintendent



## APPENDIX B—MEMBERSHIP APPLICATION AND DUES AUTHORIZATION FORM

### UNITED SCHOOL EMPLOYEES OF PASCO

WORKSITE	JOB TITLE	PRINT NAME (LAST FIRST)		SOCIAL SECURITY NO.
ADDRESS	CITY	ZIP CODE	HOME PHONE	E-MAIL ADDRESS

<b>USEP CONTINUING MEMBERSHIP APPLICATION</b>  <input type="checkbox"/> <b>PAYROLL DEDUCTION</b> I authorize the District School Board of Pasco County to deduct membership dues from my paycheck to be remitted to the United School Employees of Pasco. I understand that I may terminate these deductions at any time by submitting thirty (30) days written notice to the School Board and USEP.  Signature _____ Date _____		<b>For USEP Use Only</b> Date Received: _____  Date sent to District for processing: _____  Effective Date of Membership _____
<input type="checkbox"/> <b>CASH PAY</b>		

<b>IRS TAX DISCLOSURE REQUIREMENT</b> Dues paid to United School Employees of Pasco may not be deductible for federal income purposes; however, under limited circumstances, dues may qualify as a business expense.
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**PLEASE PRINT CLEARLY**

### TO ALL PERSONS ELIGIBLE FOR MEMBERSHIP IN THE BARGAINING UNITS REPRESENTED BY THE UNITED SCHOOL EMPLOYEES OF PASCO (USEP):

As required by law, USEP represents all members of the Instructional and School Related Personnel (SRP) units at the bargaining table. Only dues-paying members of the USEP, however, are eligible for all other services provided by the Union, including processing of grievances and legal counsel in the event of duty-related difficulties. Should a member obtain outside representation and/or legal counsel, USEP will cease to provide representation. In addition, the costs of such outside representation and/or counsel will be borne solely by the member.

To be represented free of charge, the individual seeking assistance must have been a dues-paying member in good standing for a minimum of thirty (30) calendar days prior to the date upon which the problem occurred.

However, bargaining unit members who are new to the Pasco County school system and who have not previously been eligible for USEP membership will be entitled to receive the immediate benefit of the services described above if they join USEP during the first fifteen (15) working days of their employment. Any incident occurring after this fifteen (15) working day period will be subject to the thirty (30) calendar day restriction mentioned above.

On occasion, USEP may elect to represent non-dues paying individuals. Such individuals may be required to pay annual membership dues and a professional service fee that will be based upon the complexity of the case.

*Revised and adopted by USEP Representative Council August, 1995*

# Index

**Note:** This index is referenced to the particular article, section, and/or subparagraph in the SRP Master Contract which addresses the topic. For example, a **reference listing of VIII B 3 c)** indicates that the reader should locate **Article VIII - Leaves of Absence, Section B - Paid Leaves, subparagraph 3 - Personal Leave, item c)**, which in this case refers to transportation employees who request such leave.

**MOU refers to Memorandums of Understanding** which address a particular topic. The memorandums of understanding follow the main body of the SRP Master Contract.

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