

April 28, 2022 (revised May 2, 2022)

**ECONOMIC PROPOSAL**  
**School Related Personnel Economic Proposal 2021-2022**

**1. Salaries**

**A. Salary Supplements**

The Board and Union agree that all SRP should be recognized for the important role they play in the operation of the school district and agree to provide an additional salary supplement ~~a four and one quarter percent (4.25%) increase in pay retroactive to July 1, 2021 to all SRP with the exception of bus drivers and relief bus drivers~~ for the 2021-2022 school year. A total amount of approximately ~~\$3,295,744, \$4,119,680~~ \$3,295,770 which includes all applicable employer withholdings, shall be provided based on the terms and conditions outlined below: ~~For all bus drivers and relief drivers the Board and Union agree that a national crisis exists regarding the transportation of students and to this end the parties agree to pay bus drivers and relief drivers a seven percent (7%) increase in pay retroactive to July 1, 2021.~~

1. To be eligible for a salary supplement an SRP must be actively employed by the District on the date this economic proposal is signed and remain employed through the date of Board ratification of this agreement.
  2. An eligible SRP's salary supplement ~~the increase in pay~~ shall be equal to ~~4%~~ 5% ~~4%~~ of their annual base contracted salary (i.e. the employee's base hourly rate times the number of base contracted hours per workday times the number of base contracted days per work year), with a minimum gross supplement of \$700.00 being paid to each full-time (6 or more hours per day) SRP, and a minimum gross supplement of \$350.00 being paid to each part-time (less than 6 hours per day) SRP. Additional duty days, additional duty hours, and/or other supplements are not included in this calculation.
  3. Salary supplements are non-recurring and will not become part of the employee's base salary; however, salary supplements will count as earnings for the 2021-2022 school year for FRS purposes.
  4. Salary supplements ~~All salary increases~~ will be subject to applicable withholdings.
  5. Salary supplements ~~All salary increases~~ will be provided in a lump sum payment and shall be paid prior to June 30, 2022, provided that employee ratification of the collective bargaining agreement takes place on or before May 31, 2022 to allow for the processing and distribution of the salary supplements.
- B. Additional Salary Expenditures**
1. The District will cover the cost of additional required contributions to the Florida Retirement System. For the 2021-2022 school year, the increased contribution amount is approximately \$536,284.
- C. All supplements and differentials will continue to be paid at the 2020-2021 rates except as provided in this proposal. (see Addendum E)**
- D. The payment shown above will be provided to current bargaining unit members employed on the date of Board ratification. However, such payments will not be provided to bargaining unit members who left the District prior to Board ratification for any reason.**
- E. Should the District's budgetary status improve during the 2021-2022 school year, the Board and the Union agree to meet to examine the possibility of compensation improvement.**
- F. The Board and the Union agree to meet and work to identify strategies to address SRP salary compression concerns and other perceived salary equity issues created by the passage of the minimum wage increase in Florida. The SRP Compensation Committee will be convened to provide input regarding both the compression issue and future salary initiatives prior to July 1, 2022.**

**G. Salary Negotiations for 2022-2023**

1. Following the conclusion of negotiations for the 2021-2022 school year, the Board and Union agree to immediately begin the process of negotiating employee raises salaries for the 2022-2023 school year with the goal of reaching a tentative agreement prior to the return of staff and students in August of 2022.
2. If/once the 2022-2023 Florida state budget and corresponding budget implementation language is signed by the governor, the District will be required to raise the minimum wage of all employees to at least \$15 per hour by no later than October 1, 2022. Effective October 1, 2022, and in accordance with Florida Law and the budget implementing requirements for the 2022-2023 Florida state budget the District must raise the minimum wage of an employees to a t least \$15 per hour. The cost of this requirement for the District's SRP is currently estimated to be approximately \$14,400,000 or 20.95% of the District's SRP payroll. Beginning on July 1, 2022 the District will implement the increase to \$15 per hour for all SRP currently below that minimum. In addition, any SRP who is already above the \$15 minimum or who would not receive a minimum three percent (3%) increase in moving to the \$15 minimum will receive a three percent (3%) salary increase effective July 1, 2022. In addition, the Board and Union agree to work together to identify and negotiate additional recurring funds that can be used to further increase SRP salaries and begin to address salary compression issues stemming from the minimum wage increase. Furthermore, the Board and Union agree to bargain the effective dates and/or any applicable retroactivity of any salary increases. discuss the possibility of retroactivity of salary increases back to July 2022.

**2. Fingerprint Retention Fees**

Florida Statute require the submission of SRP fingerprints to the Florida Department of Law Enforcement (FDLE) automated fingerprint identification system, annual monitoring, and resubmission of the fingerprints every five (5) years. The monitoring fee, currently \$6.00 per employee, must be paid each year and the resubmission fee, currently \$13.25 per employee, must be paid every five years. In order to comply with the applicable law and provide a benefit to SRP, the Board and Union agree that the Board will continue to pay the fingerprint retention fee for SRP, estimated to be \$34,295.25 for the 2021-2022 school year.

**3. Fringe Benefits**

The Board agrees to contribute \$7,432.56 per eligible employee (an increase of \$257.67 from 2021), toward the cost of the health insurance benefit package for the 2022 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. For the 2021-2022 school year, the District will continue to offer the annual health risk assessment incentive of up to \$250 per employee.

Should there be any surplus 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, then such surplus will be placed in the insurance reserve/surplus account and applied towards the insurance costs and/or reserve for the 2023 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 2022 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 2013-2014 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.

2. Due to the need to expend some of the grant-funded portions of the salary provisions included in this economic proposal prior to the end of the District's fiscal year, any tentative agreement to the terms of this economic proposal shall only be valid until ~~May 31, 2022 June 30, 2022.~~ May 31, 2022 Should employee ratification of the entire collective bargaining agreement not occur on or before this date, both parties understand that this tentative agreement shall be null and void and a new tentative agreement will need to be negotiated based on the funding available at that time.

May 5, 2021

**MEMORANDUM OF UNDERSTANDING  
SUMMER FOOD SERVICE PROGRAM (SFSP) 2021**

The District and Union mutually agree to the following provisions in order to implement the United States Department of Agriculture (USDA) Summer Food Service Program (SFSP) for Summer 2021. 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 and the current environment regarding the pandemic, considerable flexibility will be required. Therefore, the parties agree to the following:

- a. Assignment to the Summer Food Service Program is voluntary.
- b. Current FNS employees will receive priority in being hired for the SFSP. All interested FNS employees will complete a Mach Form specifically designed for FNS employees.
- c. If the need arises, once all interested FNS employees are hired, other District non-instructional employees will be eligible for summer employment for the SFSP. There will be a separate Mach Form for interested non-FNS employees to complete.
- d. After all interested FNS and non-instructional employees have applied and been hired, if a need still arises for more employees, District instructional employees may complete a Mach Form for consideration for summer employment for the SFSP.
- e. All employees hired for the SFSPS will engage in all, some, or one of the following: the preparation, packing, transporting and/or distribution of meals for the students/families of Pasco County; as well as other duties assigned.
- f. Summer feeding will be similar to the feeding that has occurred since the onset of the pandemic. Food will be prepared on Monday, packed and distributed on Tuesday in a similar fashion, and placed in community member's cars.
- g. All SFSP employees are required to wear a face covering and should bring a mask or other face covering from home. This can be a bandana, scarf or handmade mask. The District has a minimal number of masks for emergencies, but we do not have enough to provide a mask to employees every day.
- h. All employees hired for the SFSP will be informed of and amenable to possible changes in their work duties, hours, days and/or location dependent on the needs of the SFSP. Employment dates and times will be determined based on the needs of the individual sites and may change/close during the course of the summer depending on the needs of the SFSP.
- i. When it is judged that professional qualifications and ability are substantially equal among applicants, SFSP seniority and prior year SFSP performance reviews shall prevail.

**Program Positions and Dates:**

- a. FNS Summer Employees: (up to approximately 400 positions anticipated)  
Calendar: June 4 through July 31, 2021  
Training Date: Approximately 2 hours – to be held virtually on June 4<sup>th</sup>, 2021  
Work Day: Depending on the position, employees will work either Monday and Tuesday of each week of the SFSP or only on Tuesdays. The position and needs of FNS will also dictate the hours each employee will work.
- b. Non-FNS Summer Employees: (number of positions dependent on need after FNS employees are hired)  
Calendar: June 7 through July 31, 2021  
Work Day: Depending on the position, employees will work either Monday and Tuesday of each week of the SFSP or only on Tuesdays. The position and needs of FNS will also dictate the hours each employee will work.

**Program Sites and Bus Routes**

For the SFSP there will be approximately forty (40) school sites utilized. There will also be nine (9) buses needed with a driver and one or two driver/assistants per bus. These numbers are tentative and subject to change, dependent on the need of the SFSP. Employees initially placed at one site/route may be moved to another site/route depending on the need of the SFSP.

**Summer Physical Requirements**

- 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, grasping, repetitive motions, talking, hearing activity and visual activity.
- 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 temperature and possibly extreme warm outside temperature.

**Potential Reduction in Force (RIF) or Addition of SFSP Summer Staff:**

Since this program is funded separately from other District programs and relies upon student/community participation as the factor for determining funding, there may be a need to reduce staff at a specific worksite in order to be cost effective or dependent on the needs of the SFSP. 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. However, non-FNS employees will be reduced first prior to any FNS employees, again based on seniority. If reduction in staff occur, the reduced employee will be offered a position at another site within their geographical preference, if available. If student/community participation exceeds anticipated projections, there may be a need to add staff to a specific worksite. Due to COVID and potential quarantines, FNS staff may be asked to work at a site in their selected geographical preference to cover a quarantine or short-staffed situation. This will be done by first, asking for FNS volunteers, and then, if needed, by FNS seniority.

**Sick Leave Accrual:**

Due to the manner in which the SFSP is being implemented this year, few, if any employees will earn sick leave. Employees will earn one (1) day of sick leave for working every twenty (20) scheduled workdays. The time earned will equal the length of the employee's scheduled workday, 4-8 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 Rates:**

- a. FNS Production Assistants will be paid their hourly rate or \$13.00 per hour, whichever is greater.
- b. All other employees, either FNS, other non-instructional or instructional, will be paid \$13.00 per hour.

**The District and Union have discussed, met and negotiated the above MOU in response to a worldwide pandemic that has necessitated the need for flexibility in meeting the needs of the Pasco County students/community members we serve, to ensure they receive the necessary feeding during the 2021 Summer Food Service Program.**

August 5, 2021

**MEMORANDUM OF UNDERSTANDING  
Targeted Attendance Incentive Program**

Pasco County School's Department of Transportation Services will be conducting a one-year Pilot Program, during the 2021-2022 school year only, unless otherwise mutually agreed upon, to gauge the level of participation by its **Bus Drivers** in a Targeted Attendance Incentive Program (TAIP). In recognizing that the COVID pandemic has magnified both the critical need as well as the current shortage of bus drivers, the TAIP has been endorsed by the District and Union.

**The Program:**

1. The Targeted Attendance Incentive Program (TAIP) is for bus drivers and relief bus drivers only.
2. Transportation Services has identified 80 days out of the 189 days in the bus driver and relief bus driver calendar (calendar 490) that have been days in previous years where attendance has been dramatically low and where it is vital to the successful operation of the Transportation Department that our garages are adequately staffed.
3. 20 days in each quarter of the school year have been identified as the targeted days for the TAIP.
4. Drivers can receive up to \$1,025.00 in additional compensation by working the targeted attendance days in each of the four quarters of the school year. If a driver does not qualify for the stipend in any given quarter, they remain eligible to ~~restart the incentive sequence for still~~ receive the stipend in the following quarter(s). The breakdown by quarter is as follows:
  - a. ~~\$150.00~~ \$250.00 for ~~an initial qualifying~~ quarter one;
  - b. ~~\$200.00~~ \$250.00 for ~~a second consecutive qualifying~~ quarter two;
  - c. ~~\$275.00~~ \$250.00 for ~~a third consecutive qualifying~~ quarter three;
  - d. ~~\$400.00~~ \$275.00 for ~~the fourth consecutive qualifying~~ quarter four (the full school year).

5. For a driver to be eligible for the stipend each quarter, they must have perfect attendance for the identified 20 days. Perfect attendance is defined as being at work for the entire day of the driver's assigned shift for the entire 20 targeted days of the quarter. Drivers must also meet expectations in the area of attendance for the other workdays in the quarter and not receive any documentation for poor attendance in order to be eligible for the stipend for that quarter.
6. Drivers who are unable to report to work for the entire day on the targeted days, regardless of the reason, are not eligible for the stipend for that quarter.
7. Targeted Attendance Dates:
  - a. The 20 days identified in quarter one that drivers must have perfect attendance are the following: August 6, 10, 11, 12, 13, 16, 17, 18, 19, and 20; September 3, 7, 17, 20, 24, and 27.; October 1, 4, 8 and 15.
  - b. The 20 days identified in quarter two that drivers must have perfect attendance are the following: October 19, 22, 25, and 29; November 1, 5, 8, 12, 15, 18, 19, and 29; December 3, 6, 10, 13, 14, 15, 16 and 17.
  - c. The 20 days identified in quarter three that drivers must have perfect attendance are the following: January 4, 7, 10, 14, 18, 21, 28, and 31; February 4, 7, 11, 14, 18, 22, 25 and 28; March 4, 7, 10 and 11.
  - d. The 20 days identified in quarter four that drivers must have perfect attendance are the following: March 22, 25 and 28; April 1, 8, 14, 18, 22, 25 and 29; May 6, 13, 16, 17, 18, 19, 20, 23, 24 and 25.
8. The District and Union agree that the TAIP and compensation outlined in this memorandum is contingent upon state and/or federal approval of the District's plan to utilize federal COVID relief funds (i.e., ESSER I/II and/or America Rescue Plan funds) and receipt of these funds for this one year pilot. The District will advance the cost of the first quarter's incentive in anticipation of state and/or federal approval of the District's plan. If the District's plan is approved, the cost of the first quarter's incentives will be charged back to the applicable COVID relief funding source. If the District's plan is not approved, the District and union agree to discontinue the TAIP after all first quarter incentives are paid. The parties understand and agree that state and/or local funds are unavailable to fund this program. In the event that funding is made available for the use of this Program, the Board and the Union agree to begin the implementation of this MOU in anticipation of ratification, and to meet during the year to resolve issues or concerns that may arise as a result of this memorandum.

**MEMORANDUM OF UNDERSTANDING**  
**2021-2022 Health and Safety Guidelines**  
**August 6, 2021**

As a result of the continued presence of COVID-19 in our Pasco community, the parties recognize that additional health and safety considerations are needed as we begin the 2021-2022 school year. The parties agree this document applies only and specifically to the 2021 – 2022 school year, and all terms are non-precedent setting.

**General Health and Safety Precautions:**

1. The District will continue to review safety precautions from federal, state, and local health and education officials, and Federal and State officials, and will incorporate them into its operating procedures where appropriate necessary.
2. The District will monitor campus and facility visits by non-essential visitors, community organizations, businesses, municipal partners, and speakers and limit these visits as necessary due to COVID positive case numbers. The parties agree to meet prior to winter break to revisit current protocol and recommend any changes.
3. As provided for in the collective bargaining agreements, USEP representatives shall continue to have the right to visit schools to investigate employee complaints and communicate with SRP. USEP representatives shall comply with any and all health and safety expectations in place at the time of the visit.
4. The District will continue to monitor and report COVID information, including positive cases, on the District website.
5. Classrooms and other rooms, workspaces, and meeting rooms will be arranged to maximize space and increase social distancing for staff and students to the extent reasonably possible.
6. While the wearing of masks shall will be generally optional, in certain circumstances, and in conjunction with the Pasco County Department of Health procedures, exposed but asymptomatic employees may have the option to remain at work, provided they wear a mask. All Rules and guidance concerning the wearing of protective masks will be governed by the CDC, and state, and local health departments and applicable laws and regulations. Masks and other personal protective equipment shall be provided upon request when available. The District will not take any adverse action against any employee utilizing reasonable personal protective equipment. Where conflict exists between these agencies, the District will make the determination resolve until such time as a binding legal decision determination is in place.
7. The District will review any situation that involves an SRP being out of work in excess of 110 days as a result of an employee contracting COVID-19 while performing their duties at their worksite and remaining sick beyond the 110 days.
8. Whenever possible, all faculty and employee related meetings shall be conducted remotely. If meetings must be held in person, employees will be given a remote option. Faculty and employee meetings may be conducted remotely. For meetings that are held in person, employees may will be provided a remote option when possible.
9. The District also intends to allow students to temporarily work remotely under circumstances similar to those listed above. In accordance with State Board Education Rule 64ER-21-01, All employees with instructional and/or instructional support responsibilities shall be expected to fully support students needing to participate remotely due to COVID-related isolation/quarantine (ex. Permitting students to live stream into the classroom) through the use of a variety of techniques and technologies including live streaming whole group instruction applicable to students, posting relevant materials on Canvas, interacting through emails and phone calls, interaction with Academic Tutors, providing recorded lessons, and other techniques.

**General Cleaning and Sanitizing Efforts:**

1. Each worksite in the District will be supplied with appropriate cleaning supplies.
2. The District will continue the implementation of enhanced cleaning objectives as outlined by the Department of Maintenance and Custodial Services.
3. Maintenance and/or custodial employees will be responsible for mixing or diluting chemicals in the germicides to be distributed.

**Employee Leaves Associated with COVID-19 exposure:**

This section is meant to supplement any and all leave provisions currently contained in the SRP Master Contract and shall not in any way be used to supersede any rights contained in said contract.

a.) The District intends to allow employees to temporarily work remotely when the employee (1) is subject to quarantine/isolation as directed by the District's COVID Response Team and/or the Pasco County Department of Health; or (2) requires isolation, as documented by a licensed health care professional, due to the employee testing positive for COVID. For an employee to be eligible for temporary remote work, the following criteria must be met:

1. The employee is available for work and the nature of the employee's position, as determined by the employee's worksite supervisor, supports the employee working remotely.
2. The employee agrees to any offered COVID testing through the District's COVID testing centers and tests with all reasonable haste.
3. The employee provides all reasonable requested documentation supporting the need to temporarily work remotely.
4. In general, the extent of an individual temporary remote assignment shall not exceed the period of quarantine/isolation or 8 working days, whichever is less. Any exceptions to this limitation must be agreed upon by the employee and the worksite supervisor and approved by the Superintendent.
5. The employee meets job performance expectations for the duration of the remote assignment.

The District also intends to allow students to temporarily work remotely under circumstances similar to those listed above. All employees with instructional and/or instructional support responsibilities shall be expected to fully support students needing to participate remotely due to COVID-related isolation/quarantine (ex. permitting students to live stream into the classroom).

b.) On or after the date of the signing of the tentative agreement, Effective August 2, July 26 2021, the District intends to provide administrative leave, up to twenty (20) days for the 2021-2022 school year when an employee (1) is subject to quarantine/isolation as directed by the District's COVID Response Team and/or the Pasco County Department of Health; or (2) requires isolation, as documented by a licensed healthcare professional, due to the employee testing positive for COVID through exposure at work. To be eligible for these additional days of administrative leave, the following criteria must be met:

1. The employee has abided by specified health and safety protocols.
2. The employee provides evidence of being fully vaccinated and/or receives from the District a reasonable accommodation under applicable employment law.
3. The employee is available to work, but due to the nature of his/her position, as determined by the employee's worksite supervisor, cannot work remotely.
4. The quarantine/isolation is a result of being traced to COVID exposure while working for the District or is due to the onset of COVID symptoms without known exposure.
5. The employee agrees to any offered COVID testing through the District's COVID testing center and tests with all reasonable haste;
6. The employee provides all reasonable requested documentation within eight (8) ~~five~~ working days. This is including, but not limited to, request for COVID Administrative Leave, documentation supporting the need to be absent from work for quarantine/isolation, and/or testing positive for COVID through exposure at work, evidence of vaccination, and/or documentation supporting a request for the need for a reasonable accommodation.
7. The extent of an individual instance of administrative leave shall not exceed the period of quarantine/isolation or eight (8) working days, whichever is less.
8. Nothing herein prevents the District from investigating potential fraud and/or abuse of the above provisions.

c.) Following all the same criteria listed in (b.) above, the District will provide up to 10 days of administrative leave for those employees who are not vaccinated at the time of the exposure and do not have a reasonable accommodation under applicable employment law.

Should circumstances change and/or guidance from the Federal Centers for Disease Control (CDC), and/or County or State Health Departments change the District's plan for addressing COVID-19 related issues, the parties agree to meet to discuss the impact those changes may have on wages, hours and working conditions.

## **GROUND RULES FOR NEGOTIATIONS**

### **SRP Bargaining Unit**

1. Negotiations shall be conducted at a location or online forum mutually agreed to by the chief negotiators. ~~The parties will follow all CDC and Health Department Guidelines to ensure safety for all.~~
2. Future negotiation sessions will be scheduled by mutual consent of the chief negotiators.
3. The negotiation sessions will continue until the agenda is exhausted or the adjournment time has been reached unless both chief negotiators agree to an extension.
4. All communications or correspondence concerning change of meeting dates or times, or any other mechanical necessity will be the responsibility of the two chief negotiators.
5. All bargaining team members will be furnished copies of any proposals or counter proposals distributed at the table or via email when necessary, prior to an agreed upon online forum.
6. All tentative agreements will be reduced to writing, initialed, and dated by the chief negotiator for each side either in person or electronically during an online forum at the meeting at which the tentative agreement is reached. An initialed copy will then be provided to each bargaining team for their records. Only proposals that have been initialed by the chief negotiators for both sides shall be presented to the bargaining unit members or to the School Board as being agreed upon. Initialed provisions are subject to change by the chief negotiators only by mutual agreement.
7. All tentative agreements on given items are contingent upon overall agreement being reached by the parties. No tentative agreement on any item shall be considered effective or binding on either party until an overall agreement is reached and ratified by both parties.
8. Should either party fail to ratify the entire Agreement, then only those issues previously subjects of bargaining between the two parties shall be subject to further negotiations unless both parties mutually agree to discuss additional issues.
9. Each side reserves the right to caucus at any time during negotiations.
10. Upon mutual consent of both chief negotiators, a formal negotiating session may be recessed to allow interest-based open discussion by all participants. Upon request by either of the chief negotiators, a formal session will resume.
11. Since the parties have agreed to audio tape bargaining sessions, the party conducting the taping will provide the other party with a full copy of each recording as reasonably close to one week of the recorded session as possible. No member of either bargaining team shall record (audio or video) any session unless permission has been mutually agreed upon by the chief negotiators.
12. ~~For negotiations during the 2020-2021 collective bargaining session, both the Board and the Union agree that bargaining session may be held in person, virtually via zoom or another mutually agreed upon format or a combination of both. This is in response to the Covid 19 pandemic that our county, state, and country are currently dealing with and is an attempt to conduct bargaining in the safest manner possible for all members of both bargaining teams.~~

**August 26, 2021**

## **MEMORANDUM OF UNDERSTANDING**

### **FNS Safety Apparel**

Food and Nutrition Services will continue their Program for the 2021-2022 ~~2020-2021~~ school year, regarding Safety Apparel.

Shirts

1. School-based FNS employees will receive five (5) ~~three (3)~~ shirts with the Zone logo for the 2021-2022 ~~2020-2021~~ 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 tom and must be appropriate for work.
2. Each employee will receive one \$45.00 (non -taxed) payment in one of their September paychecks (fall) and a second \$45.00 (non-taxed) payment in one of their February paychecks (winter) for the reimbursement for safety shoes for the 2021-2022 school year. An employee is eligible for the fall shoe stipend if they have a start date prior to November 30,2021. Any employee with a start date or return to work date after November 30,2021 will only be eligible for the winter shoe stipend. One \$45.00 payment will be issued per employee for the 2020-2021 2019-2020 school year for the purchase of safety shoes. Payments 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.

September 9, 2021

**Education Paraprofessionals/Instructional Assistants and Other eligible SRP Career Development Program**

The Board and 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 Union agree to meet during the 2021-2022 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  
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 1st semester for the 2021 - 2022 school year. In light of the ongoing Covid 19 pandemic, the parties agree that to ensure the safety and comfort level of all participants, meetings may be held in person or by Zoom or another mutually agreed upon format.

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

September 9, 2021

**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 2020- 2021 ~~2019-2020~~ 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.

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**

**~~\$1,000 Qualified Disaster Relief Payments~~ COVID Retention Supplements/Bonus**

**SRP Bargaining Unit**

September 9, 2021

~~On June 2, 2021, Governor DeSantis signed SB2500, which among other things, appropriated funds to the Florida Department of Education to provide a nonrecurring Qualified Disaster Relief Payment in the amount of one thousand dollars (\$1,000) payable to full time classroom teachers, certified prekindergarten teachers, and school principals paid through the Florida Education Finance Program (FEFP).~~

~~On July 27, 2021, the District School Board of Pasco County adopted a tentative budget that included the allocation of approximately \$5.5 million of non-recurring revenue to provide a one-time COVID Retention Supplement/Bonus to employees who were excluded from the state's or other federal disaster relief payment programs.~~

~~USEP and the District believe that all employees. The Board and Union agree that all employees should be recognized for their continued service to students and agree to provide COVID Retention Supplements/Bonus based on the terms and conditions outlined below; included in this benefit and accordingly desire to offer Qualified Disaster Relief Payments to full time SRP employees who are excluded from the bonus provided in SB 2500; USEP and the District agree to Qualified Disaster Relief Payments on the terms and conditions set forth herein.~~

1. ~~To be eligible for a COVID Retention Supplement, an employee must have earned a year of service credit for the 2020-2021 school year and be actively employed with the District as of the date the COVID Retention Supplement ~~are paid~~ MOU is signed~~
2. ~~Under the following two conditions, a retiree or a former employee will be eligible for a one-time bonus of \$1,000:~~
  - a. ~~The retired employee has a year of service credit for the 20-21 school year and retired during 20-21 or the first part of 21-22.~~
  - b. ~~The former employee lost their life as a result of COVID while employed during 20-21 or the first part of 21-22.~~
2. ~~Full time SRP employees covered in the SRP bargaining unit, who were employed by the district on the last contract day of their SRP school year for the 2020-2021 will be paid one thousand dollars (\$1,000).~~
3. ~~This payment is The Supplements and bonus in this MOU are non-recurring and does not become part of the employee's base salary.~~
4. ~~This payment is a Qualified Disaster Relief Payment, and taxes will not be withheld. Supplements will be subject to applicable withholdings and will be reported to the Florida Retirement System (FRS) as earnings.~~
5. ~~SRP employees who may be eligible for Qualified Disaster Relief Payments from other sources will not receive the District provided supplement, this payment.~~

December 2, 2021

**MEMORANDUM OF UNDERSTANDING  
Transportation Mid-Year Tier Change**

Due to an unprecedented critical shortage of transportation employees causing both loss in instructional time for students and creating unreasonable stress on current transportation employees, the District has approved a move from a three-tier schedule to a four-tier schedule, effective January 4, 2022. By creating a four-tier system, thus condensing routes in order to gain the benefit necessary, certain transportation practices will need to be repeated. Since many routes may change substantially while others may have minimal change, it will be necessary to post the new routes, bid on the new routes, and complete a new trial run day so employees may get familiar with the new routes. As such, the District and Union agree to the following:

1. **Route Posting Viewing:** All transportation employees were able to view the new routes at each of the six compounds beginning Wednesday, December 1<sup>st</sup> through Friday, December 3<sup>rd</sup>. On or about Friday, November 19<sup>th</sup>, routes were also made available to view online by accessing BusPlanner Web through myPascoConnect.
2. **Mid-year Route Selection:** School bus drivers will select new routes beginning on Monday, December 6<sup>th</sup> and continue through December 7<sup>th</sup> if necessary, at each of the six compounds. Routes will be selected via seniority order and drivers will be advised by their compound on a timeframe to report to make their selection. Each driver will have five (.05) minutes to select a route. If a driver cannot attend the route selection, they must leave specific, written instructions (proxy) regarding the route they would like to be selected in their absence with their Area Manager or Field Service Specialist. If a driver does not attend the route selection and does not provide written instructions (proxy), a route will not be selected for them, and they will be moved to the bottom of the seniority list for this route selection. Relief bus drivers do not need to attend route selection. Transportation Assistants will select new routes on Thursday, December 9<sup>th</sup>, at each of the six compounds. Routes will be selected via seniority orders and transportation assistants will be advised by their compound on a timeframe to report to make their selection. Each transportation assistant will have five (.05) minutes to select a route. If a transportation assistant cannot attend the route selection, they must leave specific, written instructions (proxy) regarding the route they would like to be selected in their absence with their Area Manager or Field Service Specialist. If a transportation assistant does not attend the route selection and does not provide written instructions (proxy), a route will not be selected for them, and they will be moved to the bottom of the seniority list for this

route selection. School bus drivers and transportation assistants will not receive compensation for participating in their mid-year route selections.

3. **Trial Run Day:** In order for transportation employees to get accustomed to their new routes, all school bus drivers, relief drivers, and transportation assistants will report to their compound at 8:00 am on Monday, January 3, 2022, in order to drive/ride their new route. The hours for January 3<sup>rd</sup> are from 8:00 am to 4:30 pm, with a half hour for lunch. January 3<sup>rd</sup> will be a paid day for all employees that attend. In the event an employee is unable to attend, they will not be able to utilize sick leave, or any other type of leave.
4. **Bus Assignments:** Bus drivers will keep their bus from the fall route selection as long as the bus assignment meets the needs of the new route for the second semester. In the event the bus does not meet the selected route's needs, or another driver's new route requires an AC and/or lift bus, a bus re-assignment will be required based on seniority. As always, all bus assignments are subject to change.
5. **First Day of Second Semester with Students:** On Tuesday, January 4, 2022, all transportation employees will report to their designated compound at their new scheduled AM report time.
6. **ESE Guarantee:** No ESE school bus driver or transportation assistant will lose time that they still have from the fall route selection unless there are open routes in the mid-year selection at or above the guaranteed hours from the fall route selection (their current route), and those new hours are offered and refused, then the employee will no longer be guaranteed the hours from the fall route selection. However, if a driver selects an ESE route in the mid-year selection that is more than the driver's current guarantee, the guarantee will be increased to reflect the hours of the new, mid-year route selection.
7. **Relief Bus Drivers:** Any relief bus driver wanting to reenter the selection process as a bus driver, must notify their Area Manager, in writing, that they intend to do so, by 4:30 pm on Friday, December 3, 2021. By doing so, they will be eligible to select a route based on their seniority.

**January 27, 2022**  
**MEMORANDUM OF UNDERSTANDING**  
**Targeted Attendance Incentive Program**

Pasco County School's Department of Transportation has been conducting a one-year Pilot Program, during the 2021-2022 school year only, unless otherwise mutually agreed upon, to gauge the level of participation by its Bus Drivers in a Targeted Attendance Incentive Program (TAIP). In recognizing that the COVID pandemic has magnified both the critical need as well as current shortage of bus drivers as well as transportation assistants, transportation assistants will be added to the existing TAIP as follows for second semester only as set forth in this MOU.

1. For the remainder of quarter three and all of quarter four, transportation assistants will be added to the TAIP as set forth in this MOU.
2. Transportation assistants are eligible to receive up to \$450.00 in additional compensation by working the remaining fourteen (14) targeted days in quarter three and the twenty (20) targeted days in quarter four. If a transportation assistant does not qualify for the stipend in quarter three, they remain eligible to still receive the stipend in quarter four. The breakdown is as follows:
  - a. \$175.00 for the remainder of quarter three; b. \$275.00 for quarter four.
3. For a transportation assistant to be eligible for the stipend in quarter three and quarter four, they must have perfect attendance for the identified targeted days. Perfect attendance is defined as being at work for the entire day of the transportation assistant's assigned shift for all of the targeted days. Transportation assistants must also meet expectations in the area of attendance for the other workdays in the quarter and not receive any documentation for poor attendance in order to be eligible for the stipend that quarter.
4. Targeted Attendance Dates:
  - a. The 14 days identified that are left in quarter three that transportation assistants must have perfect attendance are January 31; February 4, 7, 11, 14, 18, 22, 25 and 28; March 4, 7, 10 and 11.
  - b. The 20 days identified in quarter four that transportation assistants must have perfect attendance are the following: March 22, 25 and 28; April 1, 8, 14, 18, 22, 25 and 29; May 6, 13, 16, 17, 18, 19, 20, 23, 24 and 25.
5. The District and Union agree that the TAIP and compensation outlined in this memorandum is contingent upon state and/or federal approval of the District's plan to utilize federal COVID relief funds (i.e., ESSER VII and/or America's Rescue Plan funds) and receipt of these funds for this second semester pilot for transportation assistants.

**MEMORANDUM OF UNDERSTANDING**  
**SUMMER FOOD SERVICE PROGRAM (SFSP) 2022**

The District and Union mutually agree to the following provisions in order to implement the United States Department of Agriculture (USDA) Summer Food Service Program (SFSP) for Summer ~~2022~~ 2024. 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 ~~and the current environment regarding the pandemic~~, considerable flexibility will be required. Therefore, the parties agree to the following:

- j. Assignment to the Summer Food Service Program is voluntary.
- k. ~~FNS will provide notices relative to the SFSP dates on or about May 13, 2022.~~ Current FNS employees will receive priority in being hired for the SFSP. All interested FNS employees will complete a Mach Form specifically designed for FNS employees.
- l. If the need arises, once all interested FNS employees are hired, other District non-instructional employees will be eligible for summer employment for the SFSP. There will be a separate Mach Form for interested non-FNS employees to complete.
- m. After all interested FNS and non-instructional employees have applied and been hired, if a need still arises for more employees, District instructional employees may complete a Mach Form for consideration for summer employment for the SFSP.
- n. All employees hired for the SFSPS will engage in all, some, or one of the following: the preparation, packing, transporting and/or distribution of meals for the students/families of Pasco County; as well as other duties assigned.
- ~~o. Summer feeding will be similar to the feeding that has occurred since the onset of the pandemic. Food will be prepared on Monday, packed and distributed on Tuesday in a similar fashion, and placed in community member's cars.~~
- ~~p. All SFSP employees are required to wear a face covering and should bring a mask or other face covering from home. This can be a bandana, scarf or handmade mask. The District has a minimal number of masks for emergencies, but we do not have enough to provide a mask to employees every day.~~
- f. All employees hired for the SFSP will be informed of and amenable to possible changes in their work duties, hours, days and/or location dependent on the needs of the SFSP. Employment dates and times will be determined based on the needs of the individual sites and may change/close during the course of the summer depending on the needs of the SFSP.
- g. When it is judged that professional qualifications and ability are substantially equal among applicants, SFSP seniority and prior year SFSP performance reviews shall prevail.

**Program Positions and Dates:**

- c. FNS Summer Employees: (up to approximately ~~200~~ 400 positions anticipated)  
Calendar: ~~Approximately June 6 through July 28, 2022~~ June 4 through July 31, 2024  
Training Date: Approximately 2 hours – to be held virtually on ~~June 2, 2022~~ June 4<sup>th</sup>, 2024  
Work Day: ~~Employees will work Monday – Thursday of each week of the SFSP. Depending on the position, employees will work either Monday and Tuesday of each week of the SFSP or only on Tuesdays.~~ The position and needs of FNS will also dictate the hours each employee will work.
- d. Non-FNS Summer Employees: (number of positions dependent on need after FNS employees are hired)  
Calendar: ~~Approximately June 6 through July 28, 2022~~ June 7 through July 31, 2024

Work Day: Employees will work Monday – Thursday of each week of the SFSP. Depending on the position, employees will work either Monday and Tuesday of each week of the SFSP or only on Tuesdays. The position and needs of FNS will also dictate the hours each employee will work.

#### **Program Sites and Bus Routes**

For the SFSP there will be approximately forty (40) school sites utilized. ~~There will also be one or two driver/assistants per bus.~~ These numbers are tentative and subject to change, dependent on the need of the SFSP. Employees initially placed at one site/route may be moved to another site/route depending on the need of the SFSP.

#### **Summer Physical Requirements**

- f. 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.
- g. Frequently performing the following physical activities: bending, stooping, and pulling.
- h. Regularly performing the following physical activities: sitting, standing, walking, twisting, reaching, pushing, lifting, grasping, repetitive motions, talking, hearing activity and visual activity.
- i. Occasionally performing the following physical activities: climbing, balancing, kneeling, crouching, crawling, and feeling.
- j. Work environment consists of indoors and outdoors, and extreme cold temperature and possibly extreme warm outside temperature.

#### **Potential Reduction in Force (RIF) or Addition of FSFP Summer Staff:**

Since this program is funded separately from other District programs and relies upon student/community participation as the factor for determining funding, there may be a need to reduce staff at a specific worksite in order to be cost effective or dependent on the needs of the SFSP. 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. However, non-FNS employees will be reduced first prior to any FNS employees, again based on seniority. If reduction in staff occur, the reduced employee will be offered a position at another site within their geographical preference, if available. If student/community participation exceeds anticipated projections, there may be a need to add staff to a specific worksite.

~~Due to COVID and potential quarantines, FNS staff may be asked to work at a site in their selected geographical preference to cover a quarantine or short staffed situation. This will be done by first, asking for FNS volunteers, and then, if needed, by FNS seniority.~~

#### **Sick Leave Accrual:**

~~Due to the manner in which the SFSP is being implemented this year, few, if any employees will earn sick leave.~~ Employees will earn one (1) day of sick leave for working every twenty (20) scheduled workdays. The time earned will equal the length of the employee's scheduled workday, 4-8 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 Rates:**

- c. FNS Production Assistants will be paid their hourly rate or ~~\$13.50~~ \$13.00 per hour, whichever is greater.
- d. All other employees, either FNS, other non-instructional or instructional, will be paid ~~\$13.50~~ \$13.00 per hour.

~~The District and Union have discussed, met and negotiated the above MOU in response to a worldwide pandemic that has necessitated the need for flexibility in meeting the needs of the Pasco County students/community members we serve, to ensure they receive the necessary feeding during the 2021 Summer Food Service Program.~~

April 18, 2022

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

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

1-6: Same

7. The Board agrees to provide each SRP with his/her W-2 form in a sealed envelope on or before January 31. All employees may consent to receiving their individual IRS Form W-2 electronically through the District's Employee Self Service (ESS) system. Access to the prior year's IRS Form W-2 shall be provided on or before January 31st. Employees who do not consent to receiving their individual IRS Form W-2 electronically will continue to receive a paper copy on or before January 31st. Assistance shall be provided at each worksite for employees who need help accessing, viewing, or printing a copy of their individual IRS Form W-2 in the ESS system. Should IRS regulations an/lor guidelines regarding electronic delivery of Form W-2 change, the parties agree to modify their agreement to be consistent with the applicable changes.

8 -11: Same

SECTION B - Fringe Benefits: Same

SECTION C - Payroll Deduction for Additional Benefits: Same

SECTION D - Early Retirement Monthly Benefit: Same

SECTION E - Deferred Retirement Option Program (DROP): Same

SECTION F - Retiree Health Care Premium: Same

SECTION G - Meritorious Attendance Incentive Pay: Same

SECTION H - Group Medical Benefits Recovery Incentive Program: Same

SECTION I - Education Supplemental Pay Plan: Same

SECTION J- Employee Assistance Program: Same

SECTION K - Premium Pay: Same

May 2, 2022

### **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 the 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. Through 11. - SAME

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

1. The Board agrees to contribute an annual rate of no more than \$7,432.56 (an increase of \$257.67 from 2021), toward the cost of the benefits package for the 2022 insurance plan year.

a, SAME

b, SAME

2. Through 7. - SAME

SECTION C - Payroll Deduction for Additional Benefits - SAME

SECTION D - Early Retirement Monthly Benefit - SAME

SECTION E Deferred Retirement Option Program (DROP) – SAME

SECTION F - Retiree Health Care Premium - SAME

SECTION G - Meritorious Attendance Incentive Pay - SAME

SECTION H - Group Medical Benefits Recovery Inc, (Indemnity - PPO and HMO Programs)- SAME

SECTION I - Education Supplemental Pay Plan - SAME

SECTION J - Employee Assistance Program (EAP) - SAME

SECTION K - Premium Pay – SAME

April 28, 2022

### **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 ~~2021-2022~~ ~~2020-2021~~ 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, an SRP must be in paid duty status one day more than one-half (1/2) of his/her work year. However, in the event an SRP is reassigned or promoted, credit will be given if that person would have received credit in either position.
4. Pay dates for the ~~2021-2022~~ ~~2020-2021~~ school year and the number of paychecks will be negotiated during the ~~2021-2022~~ ~~2020-2021~~ negotiations.
5. – 9. SAME

**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.

**May 2, 2022**

**ARTICLE XIII - DURATION**

1. This Agreement shall remain in full force and effect until midnight, ~~June 30, 2023~~, June 30, 2024, and shall be renewed automatically from year to year thereafter unless written notice to modify or amend is given by either party at least ninety (90) days before the aforementioned expiration date. In the event such notice is given, negotiations shall commence within a reasonable time after notification.
2. During any reopening of negotiations for changes to take effect during the term of the Agreement, the existing provisions of the Agreement shall remain in full force and effect until modified sections are executed.
3. This agreement may be reopened upon request of either party if any item is affected by legislature or by mutual consent of both parties.
4. This Agreement may be reopened for the ~~2021-2022~~ 2022 - 2023 and 2023 - 2024 school years and each subsequent school year on Article XI, Addendum A, salaries, items affected by legislation, mutual consent of both parties, and all currently established Memorandums of Understanding. The Union and the Board may each select a total of three (3) additional items to reopen for negotiations.
5. The agreements contained herein constitute the full and complete Agreement between the Union and the Board and shall not be changed, altered, modified, or amended by either party except as provided in paragraphs 2 and 3 above.