OFFICIAL AGREEMENT BETWEEN THE
NON-INSTRUCTIONAL PERSONNEL OF SEMINOLE COUNTY
BOARD OF PUBLIC INSTRUCTION ASSOCIATION, INC.

AND

THE SCHOOL BOARD OF SEMINOLE COUNTY SANFORD, FLORIDA

July 1, 2024 – June 30, 2027

Amended October 7, 2025

Seminole County Public Schools

SCHOOL BOARD OF SEMINOLE COUNTY

Kelley Davis
Robin Dehlinger
Autumn Garick
Kristine Kraus
Abby Sanchez

SUPERINTENDENT OF SCHOOLS

Serita Beamon, Superintendent

MANAGEMENT NEGOTIATIONS TEAM

Dawn Bontz, Director of Employee and Governmental Relations/Personnel Services, Chief Negotiator
Anna-Marie Cote, Deputy Superintendent of Instructional Excellence and Systems
John Pavelchak, Chief Financial Officer
Mark T. Russi, Assistant Superintendent of Human Resources
Heather Medve, Director of Staffing Position Management/FTE/Certification
Amy M. Smith, Human Resources Coordinator
Mark Mullins, Assistant Superintendent of Operations
Brandon Hanshaw, Principal, Crooms Academy
John Antmann, Human Resources Coordinator
Martina Herndon, Principal, Eastbrook Elementary School
Randy Shuler, Principal, Tuskawilla Middle School

NON-INSTRUCTIONAL PERSONNEL OF SEMINOLE COUNTY PERSONNEL BOARD OF PUBLIC INSTRUCTION ASSOCIATION, INC.

Bruce Washington, President
Angela Dawson, Chief Negotiator
Carlos Crispin, Vice President,
Sue Crosby, NIPSCO Board Member
Ronny Madrigal, NIPSCO Board Member
Charles Martin, NIPSCO Board Member
Michael May, NIPSCO Board Member

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PREAMBLE

The School Board of Seminole County, Florida hereinafter referred to as the "Board", and the Non- Instructional Personnel of Seminole County Board of Public Instruction Association, Inc. hereinafter referred to as the "Association", confirm that:

WHEREAS, the bargaining agent for the Association and the chief executive officer of the Board have agreed to bargain collectively, and in good faith, in the determination of the wages, hours and terms and conditions of the employment of the public employees within the bargaining unit, and now, having reached agreement on all such matters, desire to execute this contract covering such agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I – RECOGNITION

Section 1.

Pursuant to the action of the School Board on July 9, 1975, and pursuant to the order to PERC 8H-RA-754-2115, dated November 25, 1975 as subsequently amended by PERC, the School Board recognized the Non-Instructional Personnel of Seminole County Board of Public Instruction Association, Inc., as the sole and exclusive representative of the employees within the bargaining unit covered by this agreement for the purpose of collective bargaining in respect to wages, hours and terms and conditions of employment of the School Board employees fully described below.

The Bargaining Unit shall include the following employees:

Audio-Visual Center's Electronic Repair Employees
Maintenance and Operations Employees
Transportation Mechanics
Typewriter Repair Employees
Couriers
Food Service Employees
Custodians
PC Computer Technician
Plant Maintenance Employees
Printers
Security Officer
Delivery and Receiving Clerk
Assistant Delivery and Receiving Clerks
Printer's Helper
Physical Facilitator (Head Start)
Bindery Specialist
Lead Printer
School Safety Guard
Graphic Design Production Lead Print
Production Assistant Lead Print
Production Specialist Print Solution
Warehouse Specialist

ARTICLE II - BARGAINING AGENTS' RIGHTS AND RESPONSIBILITIES

Section 1.

The Board hereby agrees that every employee within the bargaining unit shall have the right freely to organize, join, and support the Association for the purpose of collective bargaining.

As a duly elected body exercising governmental power under color of law of the State of Florida the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any employee in the employment of rights conferred by this agreement; that it will not discriminate against any employee with respect to wages, hours, terms and conditions of employment by reason of his/her membership in the Association, his/her participation in any

activities of the Association or collective bargaining with the Board, any grievance complaint or proceeding under this agreement.

Section 2.

The provisions of this agreement shall be applied without regard to race, creed, color, religion, national origin, disability, age, sex, or marital status. Membership in the Association shall not be denied to any employee because of race, creed, color, religion, national origin, age, sex, marital status, or handicap.

Section 3.

NIPSCO employee representatives and their immediate managerial supervisor shall meet to confer on matters of mutual interest and concerns. Such meeting shall be initiated at the request of either party and are to be arranged at mutually agreed upon dates and times. Further, such meetings shall in no way circumvent or take the place of the regular process of collective bargaining.

Section 4. Membership Dues Deductions

1. Should the Florida Statute change to allow dues to be deducted through the employee payroll, the parties will schedule a meeting within a reasonable amount of time to enter into negotiations to restart the ability to deduct dues from employee payroll for the start of the next contracted school year.

Section 5.

A. The Association's representative and/or his/her designee shall be entitled to hold an association meeting not to exceed sixty (60) minutes for the purpose of contract familiarization for ratification before, during or after the duty day. A second meeting may be held later in the school year for the specific purpose of presenting the joint legislative positions of the Board and the Association for the forthcoming Legislative sessions. Attendance at such meetings shall be voluntary. No meeting shall be scheduled without prior approval of worksite administration.

B. The Association, with the supervisor's/principal's consent, shall be permitted to use the worksites for the purpose of holding association meetings which include employees other than those on the staff, provided the Association bears the cost of janitorial services or damage due to negligence of the Association.

Section 6.

The Association may be given a place on the agenda of any District-wide professional development meeting occurring on the pre-school in-service day for the purpose of welcoming the staff back for the new year.

Section 7.

The rights and privileges of the Bargaining Unit, acting as the representatives of the employees, as set forth in this contract shall be granted only to the said unit for the duration of this agreement, in accordance with State Laws, except in instances where such exclusivity is not permitted by P.E.R.C. Rules or case law.

Section 8.

Duly authorized representatives of NIPSCO may with the approval of the cost center supervisor, be permitted to transact official NIPSCO business on school property, provided that this shall not interfere with or disrupt normal school operations. The Association representative shall be allowed to hold a vote regarding contract ratification during work hours on School Board property.

The time(s) for such a vote shall be mutually scheduled by the Association representative and the worksite manager, but shall be at a time(s) when all employees or as many as possible are present at the worksite.

Section 9.

The Board agrees to furnish the Bargaining Agent, in response to reasonable request available information concerning the financial resources and conditions of the school district.

Section 10.

In the event the Association desires that a matter be brought before the School Board for consideration, such request must be at least eight (8) days in advance of a stated meeting. Two (2) copies of the agenda shall be mailed to the Association Office seventy-two (72) hours prior to each meeting.

Section 11.

At the end of each group meeting of cost center employees, the Bargaining Agent's Representative shall be invited to make appropriate announcements, providing it does not interfere with the normal workday operations.

Section 12.

The private and personal life of an employee shall be of no concern to the Board unless there is evidence that such activities affect the job performance of the employee.

Section 13.

The Association shall have the right to equal use of the school system's mail service.

The Association Office shall be a stop on the regular school system courier delivery route for a daily pick - up of pre-sorted, non-district-wide items and delivery of Association communication subject to the normal rules which apply to other locations.

A. The Association will furnish and use only their own color-coded envelopes.

B. Materials sent shall not be derogatory against the system, the Board or the administration. No material shall be sent through the courier which may be construed to be political in nature such as: campaign literature, partisan position; bumper stickers; candidate cards and flyers; political announcements and endorsements, etc. Legislative issues pending before the State Legislature and/or U.S. Congress and literature pertaining to local, state and national union elections shall be exempt from this provision.

C. The Superintendent and each building administrator will receive a copy of any distribution made to most employees within a building.

D. Violation of any of the above items may cost the Association its use of the courier system for the remainder of the contract.

Section 14.

The cost center supervisor shall send a copy to the Association of employee handbooks, and any revisions, changes, or additions. In addition, he/she shall provide to the Union's designated building representative an extra copy of each written communication disseminated to all Bargaining Unit members under his/her direction.

Section 15.

Upon written request by the Association staff or in the absence of the staff, the Association president, the Board shall furnish, at no cost to the Association, copies of any documents needed for the purpose of contract enforcement and negotiations. These documents shall include, but not be limited to, printouts, materials contained in personnel files, letters, memos, school board agenda packets, school board policies, and other types of manuals as may be necessary. The Board will provide the Association with the names of all bargaining unit personnel with employee id number, name, worksite, work email, and personal email. In addition, address, home phone number, and cell phone number are provided unless exempt under Florida Statute 119.071. This list will be provided to the Association upon request to the Director of Employee and Government Relations/Personnel service and provided to the Association within a reasonable amount of time. The report will include additions or deletions with date and reasoning of the deletion such as retirement, resignation, change of position, etc. Copies of documents requested by an attorney or other outside legal representative will be furnished pursuant to School Board policy, governing law, and statutes. Should the Association request information which would require the creation of a program to produce the requested information, and the Board does not intend to utilize the information requested, the Association will be billed for the time of the employee who is assigned to create the program. Such billing shall be at the employee’s regular hourly rate of pay.

Section 16. ASSOCIATION LEAVE

A. The Association President shall have the discretion to use or designate use of up to twelve (12) paid Association (administrative) Leave days each year by giving advanced written notice to the Superintendent or the Superintendent's designee of the day(s) to be used, the person(s) using the leave, and a general purpose for use of the leave. The cost center administrator or director may limit the number of individuals released per this provision on any given day as necessary to avoid excessive interruptions of programs and services. The Association shall reimburse the district an amount equal to the gross pay for the absent person(s)'s substitute(s) if a substitute was used during the absence(s). If such reimbursement is due, the Association shall pay it within fourteen (14) calendar days of having received an invoice from the district for such payment.

B. The Superintendent or the Superintendent's designee has the authority to grant release time to any employee carrying out Association business when the Superintendent deems it in the best interest of the school district to do so.

Section 17.

1. Should the Association decide to have a full-time non-instructional release president; the Board shall place this non-instructional individual in the status of on assignment. The Board will continue to pay the president's regularly contracted salary and benefits. The president shall continue to receive a salary adjustment, if eligible, while on assignment.

2. The Association shall reimburse the Board 100% of the full-time released president's salary and benefits. Payment shall be remitted on August 1, December 1, and March 1 of each fiscal year.

3. Upon completion of the term(s) as president, the non-instructional individual shall be given his/her position in the same school. If this is not possible, he/she may be given a comparable position**.**

ARTICLE III - COMPENSATION AND EXPENSES

Section 1.

Annual salaries for Bargaining Unit members employed for the full contract year are listed in Appendix D of this agreement.

Section 2.

A. Payroll shall be distributed every other Friday. In the event a bi- weekly pay date would occur on a paid holiday; employees will be paid prior to the paid holiday. Beginning with the 1998-99 school year, employees who elect to receive their pay over the length of their contract period will receive their final paycheck on the next regularly scheduled Friday pay date following their last contract date provided the last contract day is not a payday.
B. By March 15th of each year, the Payroll Department shall submit to the union via the Director of Employee Relations or his designee a listing including the date of the first check for each group within the bargaining unit and the proposed percentage of each check. If the proposal is acceptable, the union shall notify the Director of Employee Relations or his designee of same in writing. If the proposal is not acceptable, the NIPSCO president, one other person selected by the president, and the NIPSCO staff shall meet with the Director of Employee Relations or his designee and the Supervisor of Payroll to discuss alternative proposals. Such meeting will take place within four (4) weeks of the notification to the Board that its proposal is unacceptable.

Section 3.

The employee calendar shall be listed on the SCPS Insider, which can be found at https://insider.scps.k12.fl.us/information-resources/

Section 4.

1. Ten and eleven month employees will have the option to receive their regular salaries over the length of their contract period (the 10-month pay plan or the 11-month pay plan) or a 12-month period (the 12- month pay plan). Employees selecting to be paid over the length of their contract period will receive biweekly installments over the number of pay periods which occur from the start date of their contract period through the pay period which includes the last day of their contract period. Employees selecting to be paid on the

12- month pay plan will receive biweekly installments for 12-months beginning with the pay period in which the contract start date occurs.

A. Employees who were not on the payroll during the previous school year will be placed on the 10- or 11-month pay plan depending on their contract unless written notification of the 12-month pay plan is received in the Payroll Department by July 5th for 11-month employees and July 28th for 10-month employees. Every employee in this category shall receive a written notice of this requirement. This shall include those on leave and new hires.
B. Employees who were on the payroll during the previous school year may change their previous option provided he/she notifies payroll, in writing, prior to July 5th for 11-month employees and July 28th for 10-month employees, of the option desired for the coming school year. A written notification of this requirement shall be provided each employee with his/her final paycheck for the school year. Such option shall be irreversible for the fiscal year.
C. Custodians working the afternoon or evening shifts and who have notified the Payroll Department within thirty (30) days after ratification may receive paychecks on the payroll day between 9:00 a.m. and 11:00 a.m. at the following locations:
    1. Worksites

    2. Administrative Office

    3. Transportation Department- Winter Springs

Section 5.

A. In the event of a payroll error resulting in an underpayment to an employee, the employee shall be properly compensated retroactively. The retroactive period for back pay shall include the current year and up to a maximum of four (4) previous fiscal years.

The employee shall receive the appropriate back pay, once this is brought to the attention of the Payroll Department and the error is verified, at the end of the next payroll period.

B.1. In the event of a payroll error resulting in an overpayment to an employee, the employee shall be notified in writing of such overpayment, noting the amount overpaid with an appropriate explanation. Repayment to the District shall be in a manner jointly agreed to by the Payroll Department and the employee, provided the total amount is repaid within a period of time not to exceed the length of time for which the overpayment was received. Repayment will be required for the period including the current year and up to a maximum of four (4) previous fiscal years.

2. All inquiries regarding an individual's pay will be responded to in writing after review by the Human Resources Department, and the worksheet will be filed in the personnel file. It is understood by all parties that any overpayment waiver will only be considered if an incorrect written response to an inquiry was issued to the employee by the Human Resources Department.

C. The employee's paycheck shall include the annual salary listed on the pay stub. Year-to-date earnings and withholding will be displayed on the paycheck stub.

D. Should an employee not have sufficient leave for an absence that occurs after checks have been printed, the employee's next paycheck will be reduced for the unpaid leave.

Section 6. Experience Credit Upon Transfer to Another Position

A. Employees transferring within the respective base:

    1. When an employee is transferred to the next higher pay grade within the same base of his/her present position, all years of paid experience will be credited to the employee on the new pay grade.

    2. When an employee is transferred within the same base of his/her old position and skips the next highest pay grade, the employee shall be placed on the new pay grade at years of experience that will result in no less than a ten cent ($.10) per hour increase in pay.

B. Any employee within the bargaining unit who transfers from his/her present base to another base within the bargaining unit shall be placed on his/her new pay grade at zero experience. In the event such placement would

result in a loss of hourly rate, the employee would be placed on the first step that would result in no loss of hourly rate.

Section 7.

For the school year all salary schedules will be increased by the percentage collectively bargained as reflected in Appendix D.

Beginning July 1, 2008, all newly hired employees will be placed on Step 1 and no previous work experience will be granted. Any exception to this provision will require the approval of the Executive Director of Human Resources and the Executive Director of UniServ.

Section 8.

A. The annual salary as prescribed herein shall constitute the annual rate of pay for each position provided the employee works the full contract year. The amount of compensation due for each pay period shall be determined by dividing such annual rate by the number of paychecks selected by the employee for the work year. Such amount shall represent the entitlement of the employee at the end of each pay period, provided the employee has been on duty or on eligible paid leave during each workday in the pay period and is employed for the full contractual year. The daily rate of pay will be determined by dividing the annual rate of pay by the number of days established for the position.

B. 1. In the event an employee should terminate during the contract year or take a leave of absence prior to the completion of his/her contract, the total number of days the employee was on duty or on eligible paid leave will be multiplied by the employee's daily rate of pay to determine the employee's total contract salary. The salary paid to date will be subtracted from the total contract salary and the balance will be paid to the employee in his/her final check.

2. In the event an employee should begin employment or return from an unpaid leave of absence later than the first required for the particular position, the total salary due to the employee will be calculated by multiplying the total number of actual workdays by the daily rate of pay. The total salary will then be divided by the number of checks remaining for the "paid over contract" position to determine the biweekly rate of pay. The first and the last paycheck will represent a percentage of the employee's biweekly pay based on the number of actual workdays in the pay period.

3. In the event an employee who had previously elected to be "paid over 12 months" transfers into a position which results in a change of contract days, he/she will be placed on "paid over contract" status.

4. In the event an employee changes positions which result in a different daily rate of pay, the total contract salary will be calculated by multiplying the daily rate of pay in each position, less any unpaid leave days the employee has taken. To establish the employee's biweekly rate of pay, the salary paid to date will be subtracted from the total contract salary. The balance will be divided by the number of checks remaining for the position. In the event an employee changes positions during a pay period the employee will be paid a prorated percentage of the established biweekly for the old and the new position.

C. In the event the employee has not been on duty or on paid leave for one (1) or more days, or fraction thereof, in the pay period, the compensation for that pay period shall be reduced for each hour not worked or fraction thereof on the basis of the employee's hourly rate of pay.

D. Fiscal year end calculation - The Finance Department will activate a computer program that will calculate an employee's fiscal year payoff ensuring that each employee is paid to their exact contract amount in their last regularly scheduled paycheck for the fiscal year.

Section 9.

An employee whose job description requires them to hold a State License in waste/water treatment or pest control shall be placed on Pay Grade D07. Any such employee presently on D08 will remain on that pay grade as long as he/she remains in that position.

Section 10.

A bargaining unit employee whose car is vandalized while on duty at a school shall have up to $200.00 of his/her actual damages paid by the Board. In order for the employee to receive reimbursement, he/she must submit a copy of the paid repair bill, the police report, and his/her insurance policy to the Risk Management Department for approval.

Section 11.

If an employee transfers back into a NIPSCO bargaining unit position previously held and having no break in service with the district since leaving this bargaining unit, the employee shall be placed at the same paygrade and step held in that position.

Section 12.

The School board will provide discounted rates for all employees. Additionally, the ad hoc committee established in 2008/09 will continue to meet and evaluate the current Extended Day Care Program and make recommendations as necessary. See Appendix H.

ARTICLE IV - DAYS AND HOURS

Section 1.

The beginning and ending of the regular workday (Monday – Friday) may be varied to meet individual work center needs.

Section 2. Lunch Period

The regular lunch period for each member of the Bargaining Unit shall be no less than thirty (30) minutes in each workday, which shall be duty-free except in work centers where the program will not permit duty-free lunch. In cases of emergency, the employee's workday shall be reduced by the amount of time that is not duty-free.

During student non-attendance days where lunch is not available for sale by the Food Service Department, the lunch period shall be sixty (60) minutes.

The work center head may designate a thirty (30) minute lunch period at his/her discretion, providing all bargaining unit members in that work center are required to adhere to the decision. Such decision shall be non-grievable.

Section 3. Breaks

Employees may take a paid break of not more than fifteen (15) uninterrupted minutes for each half day of work. The employee will receive a copy of their break and lunch schedule when they report for duty at the start of each school year. The paid break is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken. If an employee is denied the scheduled break, the supervisor may reschedule the break for another time during the day. If the break cannot be accommodated the employee will be paid their hourly rate for all denied breaks.

Section 4.

Bargaining unit members shall be employed for the number of days and hours, exclusive of lunch, as set forth in Appendix C of this agreement.

ARTICLE V - DEFINITIONS

Terms used in this Agreement shall be defined as follows:

Administrative Rules --The body of regulations adopted by the Department of Education of the State of Florida to clarify and implement the Florida School Code.

Agreement -- The document which delineates the items and terms which were mutually agreed to as the result of collective bargaining.

Bargaining Unit --That group of personnel, supervisory, and technical employees determined by the employer and the Bargaining Agent and approved by the Florida Public Employees Relations Commission to appropriate for the purpose of collective bargaining. See ARTICLE I – RECOGNITION.

Certification -- Refers to the designation by PERC of an employee organization as the exclusive representative of the employees in an appropriate Bargaining Unit.

Collective Bargaining -- The performance of the mutual obligations of public employer and the Bargaining Agent of the employee organization to meet at reasonable times, to negotiate in good faith, and execute a written agreement with the respect to agreements reached concerning the determination of wages, hours and terms and conditions of employment, except that neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided by Chapter 447, Florida Statutes.

Cost Center -- Any entity within the school system which prepares and maintains a budget or any organized unit within a system that requires a budget.

Employee -- The term employee when used in the Agreement shall refer to all employees represented by the Bargaining Agent.

Emergency -- Any situation which is not routine or generally anticipated.

Exclusive Bargaining Agent -- The agent recognized by the public employer and certified by PERC as that designated or selected by a majority of public employees as their representative for purposes of collective bargaining.

Fiscal Year -- July 1 of one year through June 30 of the following year.

Grievance – A grievance is an alleged violation, misinterpretation or misapplication of a specific provision of this agreement, Board Policy, or the Employee/Department Handbook. See Article X, Grievance Procedure.

Non-Instructional Personnel of Seminole County Board of Public Instruction Association, Inc. (NIPSCO)—The employee organization which has been certified by PERC to represent exclusively the members of the bargaining unit.

PERA – Public Employees Relations Act, CH. 447 (Florida Statutes) governing collective bargaining with public employers and employees.

PERC--Means the Public Employees Relations Commission created by Section 447.205, Florida Statutes.

Personnel File --Means all records, information, data, or materials maintained by the Board in any form or retrieval system whatsoever, with respect to any of its employees, which is uniquely applicable to that employee whether maintained in one or more locations.

Professional Development-- Defined as a program designed to increase the competencies needed by clerical, non-instructional, etc., personnel in the performance of their assigned duties.

School Board--The School Board of Seminole County, the duly elected Board established under Section 1001.32 which has the responsibility for the organization and control of the public schools of Seminole County.

Seminole County Public Schools--All public schools now existing or established in the future which lie wholly within the legally established boundaries for the county of Seminole.

Seniority – Is calculated as the last date of hire in Seminole County Public Schools and transfers from bargaining unit to bargaining unit as well as from non-bargaining unit positions.

Strike--The concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, the influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer, the concerted failure to report for work after the expiration of collective bargaining agreement and picketing in furtherance of work stoppage.

Superintendent--The secretary and executive officer of the Seminole County School Board who is responsible for the administration of the schools and for supervision of instruction in the Seminole County Schools.

Work Center--Place an employee normally reports to work.

Workday--The total number of hours an employee is expected to be present and performing assigned duties, exclusive of lunch time.

Working Hours--Those specified hours when employees are expected to be present and performing assigned duties. This does not include lunch break.

ARTICLE VI - DRUG AND ALCOHOL TESTING

Section 1. Intent

The parties agree to implement and abide by all aspects of the Federal Omnibus Transportation Employee Testing Act, hereinafter (OTETA), of 1991 that are applicable to members of the bargaining unit who hold a Commercial Driver's License, hereinafter (CDL), Class A, B, or C. The parties agree not to expand the testing and reporting provisions contained in OTETA, except as otherwise contained herein or as otherwise agreed to by both management and the union.

Section 2. Application

This provision shall apply to all employees in positions which require an employee to hold a valid Florida CDL, Class A, B, or C. Persons whose job description requires or permits them to drive/operate any of the following motor vehicles are subject to this provision:

(1) a motor vehicle having a gross vehicle weight rating of 26,001 pounds or more, has declared weight of 26,001 pounds or more, has an actual weight of 26,001 pounds or more;

(2) is designed to transport more than 16 persons, including the driver;

(3) is a school bus designed to transport more than 10 persons, including the driver; or,

(4) is a vehicle transporting hazardous materials and is required to be placarded in accordance with 49 CFR Part 172, Subpart F. This provision shall not apply to persons who hold a CDL for purposes not connected with their employment by the Board.

Section 3. Definitions Explanatory Notes

The specific abbreviations shall be as follows, and wherever such terms are used in this article, they shall be used as follows:

ADAPM - Anti-Drug/Alcohol Program Manager
CDL - Commercial Driver's License
DHHS - Department of Health and Human Services
EAP - Employee Assistance Program
EBTD - Evidential Breath Testing Devise
FHWA - Federal Highway Administration
MRO - Medical Review Officer
OTETA - Federal Omnibus Transportation Employee Testing Act
SAP - Substance Abuse Professional

A. Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.

B. Alcohol Use: Alcohol use is the consumption of any beverage, mixture or preparation including any medication containing alcohol.

C. Anti-Drug/Alcohol Program Manager (ADAPM): The key contact person in relation to the Federal Omnibus Transportation Employee Testing Act, hereinafter OTETA, guidelines.

D. Confirmed Alcohol Test Result: A test result indicating an alcohol concentration of .02 or greater but less than .04 as indicated by an Evidential Breath Testing Devise, hereinafter EBTD.

E. Confirmed Positive Alcohol Test Result: A test result indicating an alcohol concentration of .04 or greater as indicated by an EBTD.

F. Covered Employees: All employees who are employed in positions which require the employee to hold a valid Florida CDL, Class A, B, or C, as a condition of employment on and after the effective date of this provision.

G. Drugs: Any illegal drug or substance as identified in Schedules I through V of Section 202 of the Controlled Substance Act and as further defined by 21 CFR 1300.11 through 1300.15. This includes cannabinoids, amphetamines, opiates, phencyclidine (PCP), and cocaine. Illegal use includes use of any illegal drug, and misuse of legally prescribed obtained prescription drugs. The term drug shall include the term “controlled substance” and the terms may be used interchangeably in this provision.

H. Drug Use: Drug use is the consumption, ingestion, injection, inhalation or other use of any drug/controlled substance.

I. On-Duty: All time from the time an employee begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performance of work.

J. Possession: No employee while on duty shall possess drugs/controlled substances or alcohol on any school board premises, including vehicles used on duty or at any school or school board sponsored function regardless of location. Alcohol in common cosmetic products shall not be considered possession unless the alcohol content is as defined in Federal Highway Administration, hereinafter FHWA, Regulations.

K. Refusal to Submit: Refusal to submit to an alcohol or controlled substances test means an employee:

1. fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing;

2. fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing; or,

3. engages in conduct that clearly obstructs the testing process. L. Safety-Sensitive Functions: Any on-duty functions.

Section 4. Education and Notice Requirements

A. Notice to Affected Employees: In an annual in-service or safety meeting the Board will provide to all covered employees, continuous education on drug and alcohol testing and provide the reasons for conducting said test(s). The Board will provide written notice of the required testing to covered employees and shall provide oral notice at the time of the actual testing.

B. Education and Training: The Board shall provide educational materials that explain the requirements of the program and its policies and procedures with respect to meeting requirements. All educational materials will be provided in English and Spanish. If a written request is submitted and it is determined that education and training other than in English is needed, the Board will provide the education and training in that language either in oral or written form.

Section 5. Prohibited Conduct

A. No employee shall report for duty while under the influence of any drug or alcohol.
B. No employee shall operate a motor vehicle within four (4) hours after using alcohol.
C. No employee shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol unless the alcohol is manifested and transported as part of a shipment. No employer having actual knowledge that an employee possesses unmanifested alcohol may permit the employee to drive or continue to drive a commercial motor vehicle.
D. No employee required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident or until he or she undergoes a post-accident alcohol test or whichever occurs first.

Section 6. Testing

A. It is the intent of the Board to comply with all alcohol and controlled substance testing procedures contained in 49 Code of Federal Regulations Parts 40, 382, and 383. The Board recognizes the need to protect individual dignity, privacy and confidentiality in the program. Specimen analysis shall be conducted in a manner to assure a high degree of accuracy and reliability and using laboratory facilities which are certified by the U.S. Department of Health and Human Services, hereinafter DHHS.

If any collection site, lab or Medical Review Officer, hereinafter MRO, other than one from a State or district bid list is selected to provide services for the Board, the Union and the Board must mutually agree.

B. Failure of the employee to submit to any required drug or alcohol test is considered a positive test result in accordance with FHWA Regulations.

C. The following are conditions under which testing will be conducted as required by Federal Regulations or when circumstances warrant. All employees who have been given notice shall immediately report to the testing site.

1. Random Testing

a) All covered employees shall be subject to random, unannounced drug and alcohol testing. The annual random rate for alcohol testing shall be a minimum of 10% of the covered employees. The annual random rate for controlled substance testing shall be a minimum of 50% of the covered employees.

b) The selection of covered employees to be tested for both drugs and alcohol shall be made by a neutral party. Random testing shall follow FHWA Regulations.

2. Reasonable Suspicion Testing

a) Testing for reasonable suspicion shall be conducted in accordance with the FHWA Regulations.

b) A supervisor or designee outside any bargaining unit who has been trained in accordance with the requirements of FHWA Regulations shall require an employee to submit to an alcohol or drug test when the employer has reasonable suspicion to believe that an employee has violated the prohibitions contained in the FHWA Regulations.

(1) The employer's determination that reasonable suspicion exists to require the employee to undergo an alcohol test must be based on specific, contemporaneous, articulable observations concerning:

a) the appearance of the employee,
b) the behavior of the employee,
c) the speech of the employee, or
d) the body odors of the employee.

(2) The employer's determination that reasonable suspicion exists to require the employee to undergo a controlled substances test must be based on specific, contemporaneous, articulable observations concerning:

a) the appearance of the employee,
b) the behavior of the employee,
c) the speech of the employee, or
d) the body odors of the employee.

The observations may include indications of the chronic and withdrawal effects of controlled substances.

c) The required observations for alcohol and/or controlled substance reasonable suspicion testing shall be made by a supervisor/administrator who has been trained for at least 60 minutes on alcohol misuse and an additional 60 minutes on controlled substance misuse.

3. Post-Accident Testing

a) Accidents shall be defined as an incident involving a commercial motor vehicle in which there is a fatality, an injury treated away from the scene, or a vehicle is required to be towed from the scene.

b) Post-Accident testing should occur as soon as practicable following an accident as defined above if:

1) the employee receives a citation under state or local law for a moving traffic violation arising from the accident; or,
2) a fatality occurs (if a fatality occurs, each surviving employee shall be tested for alcohol and controlled substances)

4. Follow-up Testing

The Board shall ensure that unannounced follow-up alcohol and/or controlled substance testing, as directed by a Substance Abuse Professional, hereinafter the SAP in accordance with FHWA Regulations, shall occur when it is determined that a covered employee is in need of assistance in resolving problems associated with alcohol misuse and/or use of drugs. The number and frequency of follow-up testing shall be determined by the SAP.

D. All tests will be conducted and completed on duty time. The employee shall receive additional pay at his/her regular hourly rate or overtime rate, whichever is applicable should the time needed to complete the required testing exceed the employee's regularly established duty time.

Section 7. Test Results

A. The MRO shall not be an employee of the Board.

B. According to regulations, the MRO shall notify the affected employee of a confirmed positive test result.

According to regulations, the MRO shall notify the ADAPM of the test results within three business days of completion of the MRO's review. The ADAPM will notify the employee of confirmed positive and negative test results within three workdays following notification of said test results by the MRO.

C. The Board shall use the split sample option and comply with all regulations related to such option. In the instance an employee requests to use the split sample for additional testing, the second test shall govern the test results. The second test will be conducted at a different DHHS certified testing laboratory as directed by the MRO. If the second test is negative, the Board shall pay all costs of the second test. If the second test is positive, the employee shall pay the cost of the second test.

Section 8. Confidentiality

All information, interviews, reports, statements, memoranda, and drug test results received by the District in conjunction with its substance abuse and alcohol testing programs are considered confidential communications, and such information will not be disclosed or released except as authorized pursuant to State and Federal laws or regulations or written consent by the person tested. All employees are required to adhere to this confidentiality provision.

Section 9. Stand-Down Status

A. A second alcohol test will be required within one hour of the first test when an employee's alcohol test results range from .02 to .039. If the second test results are below .02 the employee shall resume normal work duties. If the second test results are .02 to .039, a 24-hour stand-down will be imposed. The employee will be required to take official leave and will be referred to the Employee Assistance Program, hereinafter the EAP, by the ADAPM. At the employee's election, he/she may choose to use available appropriate leave. An employee placed on stand-down time will be subject to a return-to-duty test prior to returning to duty.

B. 1. An employee who tests at an alcohol concentration level of .02 to .039 as measured by an EBTD for a return-to-duty 25 test following the 24-hour stand-down period shall:

a) be referred to an SAP for evaluation;

b) at the employee's option and expense shall be granted available appropriate leave to enter into a rehabilitation program; and,

c) upon verification from the SAP that the employee is fit for duty, be returned to a non-safety sensitive position and subject to return-to-duty testing and 12 months of follow-up testing.

2. Non-safety sensitive positions shall be in the following job classifications: school lunch assistant; custodial; and/or, bus monitor. Placement into these positions will be based upon first available vacancy and qualifications as identified by Board approved job descriptions. It is understood that all provisions of the OTETA requirements will apply to those employees who are re-assigned pursuant to this language. Refusal of placement will constitute no further obligation by the Board to continue the employment of the employee.

C. Subsequent to reassignment to a non-safety sensitive position, any employee who tests .02 or greater on the confirmation test as measured by an EBTD shall be just cause for termination.

Section 10. Consequences of Confirmed Positive Test Results

A. A positive test for drug use shall be just cause for termination.

B. 1. An employee who tests at an alcohol concentration level of .04 or greater shall:

a) be referred to a SAP for evaluation;

b) at the employee's option and expense shall be granted available appropriate leave to enter into a rehabilitation program; and

c) upon verification from the SAP that the employee is fit for duty, be returned to a non-safety sensitive position and subject to return-to-duty testing and 12 months of follow-up testing.

2. Non-safety sensitive positions shall be in the following job classifications: school lunch assistant; custodial; and/or, bus monitor. Placement into these positions will be based upon first available vacancy and qualifications as identified by Board approved job descriptions. It is understood that all provisions of the OTETA requirements will apply to those employees who are re-assigned pursuant to this language. Refusal of placement will constitute no further obligation by the Board to continue the employment of the employee.

C. Subsequent to reassignment to a non-safety sensitive position, any employee who tests .02 or greater on the confirmation test as measured by an EBTD shall be just cause for termination.

Section 11. Evaluation and Treatment

A. Each covered employee who acknowledges to the Director of Transportation and/or the ADAPM a current drug/alcohol dependency condition shall be placed on official leave to successfully resolve problems associated with the use of prohibited drugs or alcohol misuse. At the employee's election, he/she may choose to use any available appropriate leave. Upon verification from the SAP to the ADAPM that the employee is fit for duty, the employee shall be returned to duty in his/her original position, or an equivalent position if the original position is no longer available.

If an employee is returned to duty, he/she shall be required to take a return-to-duty-test and will be subject to unannounced follow-up tests. A positive return to duty test or follow-up test will result in immediate termination.

B. The District shall make available to an employee who voluntarily acknowledges a drug/alcohol problem and/or who participates in a rehabilitation program a list of all available resources for evaluation and treatment of a drug/alcohol problem.

C. Each employee who has been found to have a confirmed or confirmed positive test result shall be advised by the ADAPM of the resources available to the employee in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances, including the names, addresses and telephone number of SAPs and counseling and treatment programs.

D. In addition, employees deemed fit for duty by the SAP and who return to duty shall be subject to unannounced follow-up alcohol and controlled substance tests administered by the employer following the employee's return to duty in accordance with FHWA Regulations.

E. Evaluation and rehabilitation shall be provided by a SAP not employed with the employer. The EAP shall be acceptable as long as the EAP is through an outside company that does not employ Board employees.

F. All costs for required testing shall be borne by the employer.

G. Rehabilitation costs shall be borne by the employee.

ARTICLE VII - EMPLOYMENT CONDITIONS

All employees will earn a year of service by working one (1) hour more than half the total number of hours in their contract year.

Example: An 188-day employee works 8-hour days, which equals 1504 hours by contract. This employee must work at least 753 hours in the year to receive service credit for that year. definitions

Section 1. TEMPORARY EMPLOYEES

Those employees hired as temporary full-time employees for the duration of a specific project(s), or in lieu of an employee on leave, will not be entitled to any rights and benefits provided for in this Agreement. Termination due to expiration of the employment project or leave shall not be subject to appeal.

Section 2. PROBATIONARY EMPLOYEES

A. The first year shall be considered the probationary period. During this probationary period new employees:

1. Will receive and accrue all benefits as set forth in this contract;

2. May be terminated without cause;

3. Will receive a written general assessment.

Section 3. ANNUAL EMPLOYEES

A. An employee who has been hired for less than two (2) continuous years without a break in service will be considered an annual employee and shall have no expectation of employment beyond the period of employment for which he/she is employed. However, if an annual employee is recommended for suspension or termination during his/her present period of employment, it shall be for just cause. No employee shall be arbitrarily given a written reprimand.

B. Non-renewal of annual employees for the ensuing period of employment shall not be considered termination.

C. Annual employees shall be notified in writing at least one week prior to the Superintendent submitting recommendations for reappointment to the School Board if these employees are not being recommended for reappointment, but the failure to give such notice shall not constitute reappointment by default or implication. An employee so affected may request a conference with the supervisor to discuss such actions.

D. An annual employee who receives an assessment/evaluation that is no less than "satisfactory" and is not renewed for the subsequent fiscal year shall be entitled, upon request, to a conference with the Superintendent or his/her designee. The employee shall be entitled to representation at this conference, if desired.

E. If an annual employee transfers or is transferred to another cost center at the end of the second year, that employee may be continued as an annual employee for the third (3rd) year at the discretion of the receiving supervisor provided the employee has been notified in writing prior to the transfer.

F. The parties agree that a **second or** third-year annual employee who has exhibited performance problems may be offered a **third or** fourth-year annual contract in lieu of non-renewal. By signing SCPS Form 1033 (Rev. 08-95), the employee waives his/her right to status as a regular employee as provided in the collective bargaining agreement. No employee shall be asked to sign the waiver if he/she has not been evaluated at least thirty days prior to

presentation of the waiver, has not been notified or conferenced with, given recommendations and an opportunity to improve performance and has not had a follow-up evaluation.

G. Reappointment/intent-to-return forms for the purpose of accepting employment for the following school year shall be given to annual employees no later than ten (10) workdays following the School Board meeting in which reappointments are acted upon and shall be signed by the employee no later than five (5) workdays from receipt of said form.

Section 4. REGULAR EMPLOYEES

A. Upon completion of two (2) continuous years of service as defined in this article(without a break in service per Section 3.A.) an employee shall be presumptively eligible to be offered an employment contract for the following year unless there shall be a district-wide reduction of force for economic reasons or reduction of services. If there is such a reduction, employees shall be laid off and recalled pursuant to the negotiated reduction in force provisions of this agreement.

B. If within ninety (90) workdays of the regular employee being promoted, or transferred, the employee requests a transfer to his/her original position, he/she will be returned to his/her original or equivalent position, if such position is available. The employee's rate of pay shall then be adjusted to that in effect for the position.

C. Regular employee status is granted only within the same bargaining unit.

DISCIPLINE AND TERMINATION

Section 5. Discipline and Termination

A. Regular and annual contract employees shall not be disciplined except for just cause.
B. Progressive discipline shall be in writing, state the level of progressive discipline, time, date and description of the infraction. The employee's signature does not indicate agreement with the discipline, only that they have received a copy of the discipline.
   1. A letter of reprimand,
   2. A suspension without pay,
   3. Termination.

C Letters of Concern with directives are not disciplinary and not subject to the grievance procedure, however if the directives are not followed, they could lead to future disciplinary action.

D. An employee may be disciplined, for reasons including but not limited to, the following, providing just cause is present:

1. Violation of School Board Policy

2. Violation of work rules

3. Insubordination--Refusal to follow a proper directive, order, or assignment from a supervisor

4. While on duty, the possession and/or the use of intoxicating beverages or controlled substances after reporting for work and until after the employee leaves the work site after the equipment, if applicable, has been checked in

5. Endangering the health, safety or welfare of any student or employee of the District

6. The conviction of a felony in the State of Florida or notice of conviction of a substantially parallel offense in another jurisdiction

7. An act committed while off duty, which because of its publication through the media or otherwise adversely affects the employee's performance or duties, or disrupts the operations of the District, its schools or other work/cost centers

8. Excessive tardiness

9. Damage to School Board property

10. Improper use of sick leave

11. Failure to perform assigned duties

12. Absence without approved leave (AWOL)

A. Employees will be considered absent without leave if they fail to notify their principal, appropriate director or supervisor that they will be absent from duty and the reason for such absence. Employees shall report absences and the reason for such absences prior to the start of their duty day in accordance with practices established at each cost center.

B. An employee who has been determined to have been AWOL, based on concrete and articulable facts, shall be subject to the following progressive discipline. procedures:

1. 1st Offense - Written reprimand and one-day suspension without pay

2. 2nd Offense – Five-day suspension without pay

3. 3rd Offense - Recommended for termination.

C. Each day that an employee is AWOL shall be considered a separate offense. However, any documentation of offenses in this section shall be maintained in the employee's personnel file.

D. Absence without leave is a breach of contract and may be grounds for immediate dismissal.

13. Other infractions, as set forth from time to time in writing and disseminated by the Superintendent or designee.

E. When a supervisor/administrator determines that the action of an employee or group of employees warrant a reprimand, same will be conducted in private except in instances where behavior of the employee or group of employees requires immediate action on the part of the supervisor/administrator, the supervisor/administrator will use discretion.

F. An employee recommended for suspension, without pay, or termination shall be advised that that they are entitled to file a grievance, OR a formal evidentiary hearing (but not both) under Florida Statutes 120.57(1) if the facts upon which the recommendation is based are contested or an informal hearing under F.S. 120.57(2) if the facts underlying the recommendation are not contested. All informal hearings will be conducted by the School Board, or a hearing officer, at the discretion of the School Board. The employee must respond timely and state which type of hearing they wish to pursue.

G. Notwithstanding Section 5.D, above, the Superintendent may suspend an employee, without pay, for just cause up to and including the appropriate number of hours equivalent to five (5) workdays which shall be reviewable through Step III of the grievance procedure.

Section 6. Transfers

A. Voluntary

1. A regular employee seeking a specific transfer to an advertised vacancy will request it, in writing, by submission of a resume to the Human Resources Department.

2. A resume must be submitted for each specific transfer request.

3. Vacancies shall not be filled with new employees prior to interviewing at least three (3) qualified current employees in the system who made application for the specific advertised vacancy. All employees who were interviewed for a vacancy will receive notification of the decision.

4. Employees must receive a release from his/her present principal, supervisor or cost center director to effect the transfer during the fiscal year. When a current employee is transferred, the start date shall be agreed upon by all parties.

B. Involuntary

1. In the event that the administration determines that an involuntary transfer to another cost center must occur during the contract year, the employee shall be notified of the decision in writing at least five (5) working days prior to transfer or sooner by mutual agreement between employee and administration.

2. Prior to implementing an involuntary transfer the employees at that cost center will be given the opportunity to volunteer for such a transfer.

3. Said transfer(s) shall be determined by the administration using the following criteria:

a. Program Needs

b. Employee Qualifications

c. District-Wide Seniority

4. Employees who are involuntarily transferred shall maintain their regular employee status in their new position.

Section 7. Vacancies

A. When a vacancy occurs in any administrative position, a notice of the opening and job qualifications of the opening shall be posted for five (5) work days. All applications shall be completed and submitted through the careers portal. Current employees who apply shall be given equal consideration with all other applicants.

B. When there is a vacancy in a bargaining unit position and a member of the bargaining unit has filed for a transfer, as set forth in Section 6. above, within the last one hundred twenty (120) days, he/she shall be given equal consideration with all other applicants.

C. The posting vacancies will be posted on the careers page, which can be located at www.scps.k12.fl.us; click on apply for a job, click on job openings.

The notice shall remain on the hotline for a minimum of three (3) days. The position will not be filled on a permanent basis during the first three (3) days of advertising.

Section 8. Evaluation

A. The purpose of evaluation is to assess and/or improve the quality of the employee's services.

B. No bargaining unit employee will be involved in the evaluation process of any other bargaining unit employee. Only the principal, or his/her administrative designee, supervisor or cost center director/manager shall serve as Bargaining Unit evaluators.

C. All observing of the work performance of a Bargaining Unit member shall be conducted openly.

D. There shall be an annual evaluation of the employee and the quality of his/her services. Said evaluation should be completed by May 15 for ten (10) month employees and June 15 for eleven (11) and twelve (12) month employees.

E. All employees on regular employee status within the bargaining unit will be evaluated once every three (3) years as per present contract procedures:

1. A formal annual assessment will be conducted using the appropriate evaluation form on each bargaining unit employee in compliance with the timeline established in Section D.

2. Unless otherwise notified in writing, for the next two (2) years, a form signed by both employee and administrator will be used confirming the employee has demonstrated satisfactory performance for the employment year. This form meets contract language concerning annual evaluation, and will be completed by the timelines established in Section D.

3. An employee who is assigned or transfers to a different cost center shall be evaluated through the procedures outlined in Section D. regardless of where he/she was in the three-year cycle at his/her previously assigned cost center. After the first year at the new cost center, the employee may be evaluated using the procedures outlined above at the discretion of the cost center supervisor.

4. Should the cost center supervisor identify an area of concern in the employee's performance at any time in the three-year cycle, the normal evaluation procedures as delineated in the collective bargaining agreement, which shall include the use of the regular Board approved evaluation form, shall be followed. The employee will be notified in writing that he/she is being evaluated using the normal evaluation procedure because there is concern regarding his/her performance.

F. In the course of the evaluation process, the evaluator shall give the employee a copy of the completed evaluation form. All copies of this form shall be dated and signed by the employee and evaluator, with one (1) copy retained by the evaluator and the second copy given to the employee. The employee's signature shall not be construed as an agreement to said evaluation. The employee shall have the opportunity to comment on the same form. If requested, the employee shall have a conference with the evaluator.

G. Performance in need of improvement

1. Any employee whose performance is deemed to be unsatisfactory, or improvement needed shall be advised by his/her supervisor of the deficiency(ies).

2. Recommendations for improvement shall be provided to the employee.

3. It is understood that corrections of said deficiencies are the employee's responsibility.

4. In no event shall an employee receive a rating of unsatisfactory on the annual assessment unless the stated deficiency was noted in a prior general assessment, observation report or memo at least fifteen (15) days prior to the date of the annual assessment.

5. However, should an employee's performance become unsatisfactory subsequent to the annual assessment, the assessment may be amended to reflect same.

H. The record of evaluations included in the personnel file will be one (1) of the factors taken into consideration for personnel action.

I. Investigation of Complaints or Incidents

1. A complaint is a statement of inappropriate or improper conduct or misconduct made by a person or group of persons against an employee or group of employees. A complaint may also arise from an independent law enforcement agency investigation where due process standards have been observed.

2. Before any investigation begins, the person, persons or law enforcement agency making the complaint must reduce the complaint to writing which must be signed and dated (or the complaint must be reduced to writing with the name, address and telephone number of the person complaining, if available and signed and dated by the School District person receiving the complaint). The complaint must be specific about the matters on which the complaint is based. No formal disciplinary investigation shall be undertaken until the complaint has been investigated by the School District and the facts verified in writing.

3. a. The cost center or district administrator shall complete its initial investigation, reach a decision based the preponderance of evidence, provide a copy of the complaint and the initial investigative file to the employee, and file a copy of the complaint and initial investigative results in a "personnel file" as required by Florida Statutes 1012.31.

b. If disciplinary action is to be taken or recommended as a result of an investigation the decision or recommendation must be made within the following time limits:

1) Any letter of concern, warning, reprimand, must be issued to the employee within the prescribed timelines as established in statute, policy, and/or contract language. A copy of the complaint(s), and investigative results must also be provided as an attachment.

2) After receipt of the investigative file, the employee shall have ten (10) days to provide a written response or rebuttal.

3) Any recommendation for suspension or termination must be made by the Superintendent within twenty (20) days of the employee's response/rebuttal window.

4. Any employee may be suspended with pay pending investigation of a complaint, at the discretion of the Superintendent. The Superintendent may recommend that the employee be suspended without pay. That recommendation shall be considered by the School Board at its first regular or special meeting following the recommendation. The employee shall be given notice of the meeting and an opportunity to speak to the issue of suspension without pay and present evidence as to why the employee should not be suspended pending conclusion of the matter.

5. The employee shall have the right to be represented by an Association Representative or attorney of his/her choice at the meeting. The School Board may terminate or continue the suspension. Such suspension shall not be deemed to be discipline. In the event a preponderance of evidence is not found or the charges are dismissed the employee shall be immediately reinstated and paid all back pay and benefits.

6. If the administration chooses not to investigate a complaint, a copy shall be provided to the employee against whom the complaint is made, but no copy or record of the complaint shall be placed in the employee's personnel file. Uninvestigated complaints will not be used as the basis for any reprimand or other discipline, non-renewal of employment or negative comment on an observation, general assessment, or annual evaluation.

7. If the investigation is concluded with an unsustained finding a statement to that effect signed by the responsible investigating official shall be attached to the complaint, and a copy provided to the employee.

8. Any investigation of a complaint shall not be deemed an observation for evaluation purposes with regard to the condition that all observations shall be open.

Section 9. Layoff/Recall

A. 1. In the event the Board determines that employees must be reduced District-wide, the Board will determine within each job classification the number of positions to be reduced. The order of lay off, within each job classification, will be based upon District-wide length of uninterrupted service.

2. If it becomes necessary to increase the number of employees within a job classification, the order of recall will be the inverse of the lay-off. Failure to respond to a certified letter of recall within fifteen (15) workdays from date of mailing automatically terminates the employee's right to recall. The recall shall be in effect for the current and ensuing fiscal year.

B. For purposes of this section, "break in service" shall be interpreted to include the following aspects:

1. Such service shall be continuous service, district-wide, including short-term Board approved leaves of absence.

2. Time-off for Board approved long-term leave of absence without pay, shall not be counted in the summation of total time employed but such leaves shall not be considered as a break in service.

3. A break in service will occur as a result of the following:

a. Resignation
b. Termination
c. Retirement
d. Lay-off exceeding one year
e. Failure to report from lay-off within the time limits prescribed
f. Failure to report from any long-term leave, including military, within the time limits prescribed.

C. Employees who have had assigned work hours reduced in a Food Service Cost Center as a result of hourly staffing adjustments shall be given consideration for reinstatement of hours as per the existing guidelines.

Section 10. Notification of Return from Sick Leave

When an employee is on sick leave, it shall be the employee's responsibility to notify their principal, appropriate director or supervisor when they will be back to work. In a position where a substitute is required, such notification must be in time to cancel the substitute. Failure to give such notification in time to cancel the substitute will automatically place the employee on one (1) day of personal leave, without pay.

Section 11. Personnel Files

The personnel file of a bargaining unit member shall be maintained according to the following procedures:

A. Upon request the employee or any person designated in writing by the employee shall be permitted to examine the personnel file.

B. Employee personnel files shall be maintained in accordance with Florida Statutes 1012.31 Personnel Files.

C. The employee shall be permitted conveniently to reproduce any materials in the file at a cost no greater than five (5) cents per page.

D. Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension, or dismissal under the laws of this State, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee.

E. A copy of materials to be added to the employee's file shall be provided to the employee either:

1. By certified mail, return receipt requested to his/her address of record; or
2. By personal delivery to the employee. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.

F. When an employee requests the Superintendent to conduct an informal inquiry regarding material placed in his/her personnel files, the Superintendent or his designee shall commence the investigation within ten (10) workdays. The official making the inquiry shall append a written report of his/her findings to the material within thirty (30) workdays after the investigation has been concluded. The employee shall receive a copy of the written findings.

Section 12. Promotions

Promotions shall not be granted prior to interviewing a minimum of three (3) qualified employees who are currently employed in the system and who have applied for available positions covered by this agreement. All employees who were interviewed will receive notification of the decision.

When any AO/AS position vacancy occurs on the district level, the Board will make known the same by providing appropriate posting in all work centers. The posting shall clearly set forth a description of the required qualifications for the position, including duties, salary and procedure of interview. No vacancy shall be filled except on a temporary basis until such vacancy shall have been posted for at least five (5) workdays prior to the last day on which the application will be accepted, and an interview has been given to a minimum of three (3) qualified employees who are currently employed by the Board who have applied for the position. In filling such vacancies, the Board agrees to give due weight to the background, attainments, and experience of all applicants.

Section 13. Safe Driving Program & Reporting Responsibility

The School Board of Seminole County is required to implement a Safe Driving Program that is applicable to all current and prospective drivers of the School Board of Seminole County, Florida's White (district) Fleet vehicles. Any driver of SCPS owned vehicles are required to maintain a valid Florida Driver's License. White (district) Fleet drivers will be trained on the Safe Driver Program annually and receive a copy of the Safe Driver Program at the start of each contract year.

A. It shall be the responsibility of all operators of White (district) fleet vehicles to report on the next scheduled employee workday the following to their direct supervisor or his/her designee:

1. Any accident in which the operator was involved as an operator of a motor vehicle regardless of the ownership of the vehicle and if the driver was or was not at fault.
2. Receipt of any traffic citation, excluding parking violations.
3. Expirations, suspension, or revocation of driver's license.

B. When a driver has an accident, ticketed or not, in a district owned vehicle, the Director of Facilities

Services or his/her designee shall investigate the accident.

C. As part of the investigation, the employee shall meet to discuss the accident and any documentation within five (5) working days of the accident. The employee shall be provided copies of all documentation and copies of tapes if the meeting is recorded. Any employee may be represented by the Union at such a meeting.

D. Based on the outcome of the investigation, the driver may be disciplined for just cause. The driver shall be notified in writing within forty-five (45) days of the district level administration becoming aware of the facts concerning the accident, as to whether or not disciplinary action will be taken.

Section 14 . After Hours Employees

When working conditions issues arise the cost center supervisor will make every effort to resolve the issue. Should the issue not be resolved the employee may bring the concern to the Association President or their designee, and Director of Employee and Governmental Relations to discuss possible solutions.

ARTICLE VIII - EMPLOYEE RIGHTS

Section 1.

Employees may be immediately disciplined including termination for serious violation of the following: misconduct; incompetency; gross insubordination; willful neglect of duty; or conviction of a felonious crime.

Section 2.

When a supervisor/administrator determines that the action of an employee or group of employees warrants a reprimand, same will be conducted in private except in instances where behavior of the employee or group of employees requires immediate action on the part of the supervisor/administrator, the supervisor/administrator will use discretion.

Section 3.

A. Employees shall have the right to a duty-free lunch.
B. Employees shall be only required to work their contracted number of hours
C. Employees have the right to be treated with civility and respect as stated in Board Policy.
D. Employees shall be informed in advance of the purpose for any meeting that may result in disciplinary action.
E. Employees have the right to union representation at any investigatory meeting/interview that may lead to any disciplinary action from administration. These rights are known as the Weingarten Rights (NLRB v. J. Weingarten, Inc., 420 U.S. 251 (1975).
F. Employees have the right to a work environment free of all forms of harassment or discrimination as stated in, but not limited to, Board Policy.
G. Employees have the right to raise concerns about workplace morale and the quality of their working environment free from retribution.

ARTICLE IX - GENERAL PROVISIONS

Section 1.

The Bargaining Agent and the Board agree to encourage each member to assist in the maintenance of this contract.

Section 2.

The Bargaining Agent, Bargaining Unit members and the Board's representatives agree to abide by the laws and regulations of the Federal and State governments prohibiting discrimination, to support the programs and plans of the school system, and encourage qualified candidates of all ethnic groups and both sexes to seek available promotional opportunities with the School Board of Seminole County.

Section 3.

The Association may, at its own expense, provide a bulletin board for its exclusive use in an area and of a size mutually agreed upon with the Association and the work center administrator, but may use available board space if given permission by the principal/department head.

ARTICLE X - GRIEVANCE PROCEDURE

Section 1.

A grievance is an alleged violation, misinterpretation, or misapplication of a specific provision of this agreement, the Board Policy, or the Employee/Department Handbook.

Section 2.

As used in this Article, the term "employee" shall mean (1) an individual employee; (2) a group of employees having the same grievance; or (3) the Association. Each employee or group of employees has a right to this grievance **procedure.**

Section 3.

Grievances brought by the Association shall be brought in the name of the Association signed by the Association worksite representative where the complaint is confined to one worksite. Where the complaint involves more than one worksite it shall signed by the President of the Association. Complaints brought by the Association as a class action grievance will name the group of affected employees. Class Action grievances that affect a singular worksite will begin with the informal meeting. Class Action grievances that affect more than one worksite will begin at Step 1.

Section 4.

Whenever an employee feels that there is a grievance, every effort should be made to arrive, on an informal basis, with the immediate supervisor, at a mutually satisfactory solution to the grievance. When this cannot be done, resort should be to the more formal procedure stated herein in an effort to resolve grievances. Grievances at Step I and Step II shall be conducted in private. The aggrieved employee and the administrator shall have the right in such instances to request the presence of a representative. Nothing in this agreement shall be construed to prevent any employee from presenting at any time his/her grievance in person or by legal counsel as outlined in Florida Statutes and the Florida School Code.

Step I

The employee shall submit to the Director of Employee Relations a signed written statement of fact(s) on an official grievance form. Such statement shall be specific citing the Articles and Sections of this agreement, School Board Policies, or other employee rules, and state the desired remedy. Such grievance must be presented within a reasonable time, but in no event longer than fifteen (15) workdays after an employee should have been aware of the act or condition which is the basis of his/her grievance. In the event such an alleged act or condition occurs within the last two (2) weeks of the employee's contract year, the grievance must be presented within twenty (20) calendar days.

Absence of the Association's representative will not prevent the conference(s) from being held if the Association has been given forty-eight (48) hours prior notice.

Within ten (10) workdays of the receipt of the grievance in writing a meeting shall take place between the Director of Employee Relations and the grievant and, if either party desires, their representative. The Director of Employee Relations shall respond to the grievant, in writing within ten (10) workdays after the meeting and shall furnish copies thereof to the employee.

Step II

If the employee is not satisfied with the disposition of the grievance at Step I, the employee may appeal to the Superintendent or his designee within five (5) workdays after he/she has received the disposition of Step I. Said appeal shall be written on the official grievance form and transmitted to the Superintendent or his designee in person,

attached to an email through the school board email system, or via certified mail, return receipt requested. Within ten (10) workdays after receipt of the grievance at Step II the Superintendent or his designee shall meet and confer with the employee with a view to arriving at a mutually satisfactory solution of the grievance. At the conference(s) the employee and the Superintendent or his designee may have his/her representative present. Absence of the Association's representative will not prevent the conference(s) from being held if the Association has been given forty-eight (48) hours prior notice.

Notice of the conference shall be given also to the persons who rendered the decision at previous steps. The principal or immediate supervisor, the Director of Employee Relations and the Superintendent's designee may be present at the conference(s) to state his views. The Superintendent/designee shall respond to the grievance, together with supporting reasons in writing via certified mail, attached to an email through the school board email system, or in person to the employee within ten (10) working days after the Step II conference. Those persons who rendered the decision at Step I shall also receive a copy of the decision at this step.

Mediation

Should the grievant not be satisfied with the Superintendent's decision following the Step II hearing, the Association and the District may agree mutually to submit the grievance-to-grievance mediation. The request to pursue grievance mediation must be made in writing within five (5) days of the Step II disposition. When the parties agree to utilize this step, the timelines are held in abeyance until the mediation process is concluded. Should the parties fail to achieve a grievance settlement, or if either party declines to utilize grievance mediation, the Association retains the right to proceed to binding arbitration in accordance with the procedures outlined in Step III of this article.

Any proposed mediation services must be mutually agreed upon prior to any grievance mediation.

Step III

If the Association is not satisfied with the disposition of the grievance at Step II, the Association within ten (10) workdays after receiving the decision of the Superintendent, may submit the grievance to arbitration by so certifying their intentions in writing to the Superintendent in person, attached to an email through the school board email system, or via certified mail, return receipt requested.

The Superintendent and the Association, within ten (10) workdays shall request a list of arbitrators from Federal Mediation and Conciliation Service (FMCS) the American Arbitration Association (AAA), or any other such service that the parties mutually agreed upon.

Upon the receipt of that list, the Association will meet with the Superintendent's representative to select the arbitrator. If the parties cannot agree as to the arbitrator, they shall strike any arbitrators they find unacceptable, and rank the remaining arbitrators for submission to the agency. The agency will appoint an arbitrator from the ranked lists submitted.

If the parties find the list of arbitrators unacceptable they may request a second list of arbitrators to select from.

The parties shall not be permitted, unless so ruled by the arbitrator, or otherwise mutually agreed upon, to assert in such arbitration preceding any evidence not previously disclosed to the other party prior to the proceeding. Both parties agree that the award of the arbitrator shall be final and binding providing the arbitrator complies with provisions of Section 4, of this article.

Section 5. General Provisions

A. Any grievance which arose prior to the effective date of this agreement shall not be processed.

B. A grievance may be withdrawn at any level but that same grievance may not be filed a second time.

C. The filing of a grievance shall in no way interfere with the right of the Board to proceed to carry out its management responsibilities, subject to the final decision of the grievance.

D. The Association and the District shall bear any fees and expenses of the arbitration step in this procedure equally.

E. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of either party prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the party can be present.

F. Any employee involved in any manner in any grievance procedures shall not be subjected to any prejudicial treatment because of such participation.

G. It is the mutual intent of the Board and the Association to resolve all grievances at the earliest possible level of the grievance procedure.

H. Florida Statutes 447.301(3) - Nothing in this part shall be construed to prevent any employee from presenting, at any time, his own grievances in person or by legal counsel, to his public employer and having such grievances adjusted without the intervention of the Association, if the adjustments are not inconsistent with the terms of the collective bargaining agreement then in effect and if the Association has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances.

I. When such grievance meetings and conferences are held during school hours, all employees whose presence are required shall be excused, with pay, from their normal duties.

J. All testimony and documents arising from grievance procedures will be filed separate and apart from individual personnel records.

K. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with a full reimbursement of all compensation lost.

Section 6. Powers of the Arbitrator

It shall be the function of the arbitrator and he/she shall be empowered, except hereinafter provided, after due investigation, to make a decision in cases of alleged misinterpretation, or alleged misapplication of the specific articles and sections of this Agreement in accordance with Chapter 682 (Florida Arbitration Code) Florida Statutes and the Florida School Code (Chapters 1000-1013). The arbitrator in his/her decision shall not amend, modify, nullify, ignore or add to the provisions of this Agreement.

His/her authority shall be strictly limited to the issue or issues presented to him/her by the parties and his/her decision must be based solely upon his/her interpretation of the meaning of the express relevant language of the Agreement. The parties agree that in such instance(s) the dispute entails the question of arbitrability or untimeliness the arbitrator will be selected to determine solely the question of arbitrability or untimeliness.

In the event the arbitrator finds the grievance is not arbitrable or is not timely, the Association will take no further action regarding the arbitrability or untimeliness of the grievance. If the arbitrator determines that the grievance is arbitrable the grievant will proceed with the grievance at the applicable step.

ARTICLE XI - LEAVES AND TEMPORARY DUTY

Section 1. Sick Leave

A. Any employee who is unable to perform his/her duty because of illness, temporary physical disability or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relatives, or member of his own household, and consequently has to be absent from his/her work, shall be granted leave of absence for sickness by the Superintendent or his designee. A physical disability, substantiated by a physician, and connected with or resulting from a pregnancy may at the employee's option, be charged to the employee's accumulated sick leave. In this event, the Board may grant sick leave for the period of time as designated by the physician provided the employee has sufficient accumulated sick leave.

B. Each employee shall be credited with four (4) contract days of sick leave (or the equivalent hours thereof) at the end of the first month of employment of each contract year, and thereafter, is credited with one (1) contract day of

sick leave or the equivalent hours thereof at the end of each month of employment provided that such leave shall be taken only, when necessary, because of sickness as prescribed by Florida Statutes and the Florida School Code. However, no employee may earn during a fiscal year more than a total of one day of sick leave (or the equivalent hours thereof) for each month of employment. Such sick leave shall be cumulative from year to year. If the employee terminates employment and has not accrued the leave hours equivalent to four (4) contract days of sick leave available, the School Board will withhold the average daily amount for sick leave hours used but not earned by the employee. The Superintendent or his designee may require a certificate from a licensed physician or from the county health officer in cases of questionable use of sick leave.

An employee may be permitted, with approval of his/her administrator, to take one (1) day of personal leave without pay either immediately preceding or immediately following a negotiated paid holiday. There shall be no deduction of pay for the negotiated paid holiday.

C. Bargaining unit employees shall be entitled to transfer sick leave credit from other Florida school districts or a state educational agency to the District.

Transferred sick leave shall be in addition to sick leave in which a staff member is entitled from this District. The transferred leave which is credited to an employee's account shall be at a rate equal to the number of sick leave hours earned annually with the District.

It is the employee's responsibility to contact the other school district(s) or agency(ies) to request a transfer of sick leave.

D. If a bargaining unit member employed in the District interrupts service and subsequently returns to duty in the District without having transferred and used his/her accrued sick leave credit in another Florida school district, previous accrued sick leave shall become valid on the first day of contractual service.

E. Any NIPSCO based employee covered by this contract may donate accrued, earned sick leave to an immediate family member who is also a regular part-time or full-time employee of the school district (not a temporary employee, substitute, or OPS) at the time of the donation. Immediate family is defined as a spouse, child (natural, adopted, or step), mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or a member of one's own household. The transfer of sick leave is subject to the following limitations and conditions:

1. the receiving employee must have exhausted all sick leave, excluding any sick leave received from the sick leave bank;

2. donated sick leave shall be used for illness only and must be supported by medical verification from a physician upon request of the Executive Director of Human Resources;

3. donated sick leave may not be used for personal leave;

4. unused donated sick leave shall revert to the donor employee upon the receiving employee's return to work;

5. donated sick leave shall have no terminal leave value for the receiving employee;

6. leave may be donated in increments of not more than 10 days, unless the Executive Director for Human Resources or designee approves a greater increment not to exceed the maximum number of scheduled workdays (or workdays remaining) in a fiscal year for the receiving employee;

7. the donation of sick leave must be requested and received by the Payroll Department (no later than the end of district pay period following the pay period in which the receiving employee's absence occurred).

Section 2. Illness-in-the-line-of-duty

A. Any employee shall be entitled to illness-in-the-line-of-duty leave when he/she has to be absent from his/her duties because of personal injury received in discharge of duty or because of illness from any generally accepted contagious or infectious childhood disease contracted in school work as determined by the immediate supervisor.

B. Leaves of such employee shall be authorized for a total number of hours not to exceed ten (10) school days during any school year for illness contracted, or injury incurred, for such causes as described above. However, in the case

of sickness or injury occurring under such circumstances as in the opinion of the School Board warrants it, additional sick leave may be granted for such term and under such conditions as the School Board shall deem proper.

Section 3. Personal Leaves

1. Personal Leaves With Pay

A. Leave hours up to the equivalent of six (6) days for personal reasons with pay shall be allowed each year provided that such leave be charged to the employee's accumulated sick leave and provided that such leave is non-cumulative. Employees requesting a short-term personal leave shall not be required to give a reason for taking leave. In the event that more than ten percent (10%) of the workforce at a cost center requests personal leave on a given day, the principal may deny leave to those employees exceeding the ten percent (10%) figure on a "last applied-first denied" basis.

1. These hours cannot be granted immediately preceding or following a student attendance day that precedes or follows a holiday or vacation, during the first five student attendance days, or the last five student attendance days, except in cases of emergency;

2. Examples of an Emergency use of Personal Leave; to attend the graduation of self or an immediate family member; to enroll a child in school or college; to observe a religious holiday; to observe Veteran's Day holiday; to attend a wedding of self or an immediate family member; or at the discretion of the principal in consultation with the Director of Employee Relations or designee. In the event such personal leave with pay is denied by the immediate supervisor and the employee feels that the request is justifiable, he/she may appeal the decision to the Director of Employee Relations or designee for a final decision.

2. Personal Leaves Without Pay

A. Personal leave, without pay, short term or extended, may be granted an employee who has depleted their accrued leave. A valid reason must be given to justify personal leave.

i. Maternity/Parental Reasons -- An employee may be entitled, upon request, to personal leave to begin at any time between the birth of his/her child and one (1) year thereafter.
ii. Adoption of Children -- An employee may be entitled, upon request, to personal leave to commence at any time during the first year after receiving legal custody of an infant child or prior to receiving such custody, if necessary, in order to fulfill the legal requirements for adoption.
iii. Political Reasons -- A leave of absence for a period equivalent to twenty (20) consecutive days may be granted to an employee upon request for the purpose of campaigning as a candidate for public office.
iv. If the employee is elected to the office or appointed to an office and the work of the public office would interfere with working, he/she may be entitled, upon request, to personal leave without pay for one (1) year, renewable annually at the discretion of the Board.
v. Other Reasons -- Personal leave without pay may include: childcare, medical reasons, religious reasons, illness in immediate family, Peace Corps, VISTA and other governmental agencies. Extended personal leave shall not be granted to employees who will be leaving the system to work in a paying job with exception of those previously stated.

B. 1 Mental Health Leave

Employees may use one (1) of their paid sick days each year for a mental health crisis. This leave will not affect perfect attendance as long as the employee reports the absence as a mental health crisis to their direct supervisor.

Section 4. Military Leave

A. An employee may be granted a military leave of absence provided that:

1. He/she is inducted into the Armed Services via the Selective Services Act or volunteers in lieu of induction.

2. He/she enlists in the Armed Services during the period our forces are engaged in combat.

3. He/she is recalled to active service from reserve status.

B. All employees who are members of the United States Armed Services or the National Guard shall be entitled to leave of absence from their respective duties, without loss of pay, time or efficiency rating, on all days during which they are engaged in either active duty, field exercises or training in which they are so ordered. Paid leave for field exercises or training shall not exceed seventeen (17) working days. An employee in the National Guard shall receive paid leave for active duty in the state of Florida when called to duty by the governor pursuant to F.S. 250.48. This provision does not apply to employees who volunteer for active duty. Pay for active duty in all other branches of the U.S. Armed Services shall not exceed 240 hours in one (1) school fiscal year

Section 5. Temporary Duty

A. Temporary duty is duty for the benefit of the school district and generally initiated by the school or district office.

B. When mutually agreed upon, employees may be assigned to be temporarily away from their regular duties and places of employment for the purpose of performing other services including participation surveys, meetings, study courses, workshops, etc. Employees will receive regular pay and may be allowed expenses as provided by state law and district regulation. Approval of "assignment for temporary duty" must be secured in the same manner that leaves are approved.

C. On granting approval for attendance at any meeting or convention, the following criteria shall be considered:

1. The position and/or responsibility of the applicant in relation to the school system.

2. The value to the school system which reasonably may be expected from attendance and participation in the particular meeting.

3. Out-of-state meetings at the district expense must be approved by the Board. Approval for in state or out-of-state trips at district expense shall be obtained through the following channels: application for such leave by employees shall be made to the supervisor; the application must be approved by the Director of Employee Relations; and, leave request forms should be submitted for approval well in advance of the planned absence, but in no case less than ten (10) days prior to the absence.

Section 6. Jury/Court Duty

Temporary duty with pay will be granted to an employee who is summoned to serve on a jury, subpoenaed to appear at a legal proceeding as a witness, if he/she is required by law to attend, or to make appearance in any court proceeding resulting from activities relating to the employee's employment with the school district. Such leave must be requested and approved in advance. An employee who is excused from service, prior to the end of the working day will be expected to return, when practical, to duty for the balance of the working day. In no case shall temporary duty with pay be granted for court attendance when an employee is engaged in his/her personal litigation.

However, employees may utilize accrued vacation leave for such purposes with approval of the responsible supervisor.

Section 7. Vacation - Annual Leaves - 12 Month Employees

A. Employees with five (5) years or more continuous service in Seminole County will earn annual leave at the appropriate number of hours equivalent to the rate of one and one quarter (1 1/4) days per month or fifteen (15) working days per year. Persons with ten (10) years' service will accrue leave at the appropriate number of hours equivalent to the rate of one and one half (1 1/2) days per month or eighteen (18) working days per year. Employees will receive the credit for five (5) or ten (10) years of service at the beginning of the fiscal year following their five (5) or ten (10) full years of service. The change to a higher number of vacation days (or the equivalent hours thereof) will be effective the July 1 following five (5) or ten (10) continuous full years of service. In a fiscal year, an employee must work one (1) day more than half of the contracted days in order to get credit for a full year of service. Persons with less than five (5) years continuous service will earn the appropriate number of hours equivalent to one (1) day a month. During a fiscal year, annual leave may be accrued in excess of sixty (60) days (or the equivalent number of hours thereof). However, annual leave credits by these employees that are in excess of sixty (60) days (or the equivalent number of hours thereof) during the fiscal year are forfeited at the close of business on June 30 of each year.

1. Personnel will not be eligible to take vacation leave until they have completed their sixty (60) days probationary period.

2. When management determines at a work site and/or a cost center to limit vacation approvals, the following will be taken into consideration: program needs, calendar, and seniority. Unscheduled vacation requests will be on a “first come-first serve” basis.

B. Upon termination an employee shall be paid a lump sum payment for accrued vacation leave. Upon death of an employee his/her beneficiary shall receive the lump sum payment for accrued vacation leave.

C. Custodians transferred from a 12-month position to a lesser one (10- or 11- month) shall be entitled to use accrued vacation time.

Section 8. Family Medical Leave Act

a. It is the intent of the School Board and the Association to comply with the provisions of the Family Medical Leave Act and Department of Labor Opinion Letters. If any provisions of this contract are in conflict with the Family Medical Leave Act or Department of Labor Opinion Letters, they will be void.

b. This leave provision is not intended to limit or reduce leaves provided under other terms of this contract.

c. If any employee has paid leave time when FMLA is awarded, the employee may elect to use any portion of the paid leave congruently with FMLA leave. Once an eligible employee communicates a need to take a leave for an FMLA qualifying reason neither the employee nor the employer may decline FMLA protection for that leave.

d. When an employee returns from FMLA leave, he or she must be restored to the same or equivalent position.

Section 9. Bereavement

The employee may use accumulated sick leave for the purpose of bereavement leave.

a. When a death occurs in the immediate family of an employee, the employee shall be granted leave with or without pay for up to three (3) duty days to travel to and from the funeral location and attendance at the funeral for in-state activities. An employee shall be granted up to two (2) additional duty days to attend out-of-state funerals. Employees that do not have enough sick leave to cover the bereavement days, may take those days without pay.

b. Immediate family is defined as a spouse, child (natural or step), mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, a member of one’s own household or other close family member.

Section 10. General Provisions Governing Leaves

A. Application for personal, maternity, military, vacation, extended leave, and assignment for temporary duty must be made in writing and presented for approval ten (10) days prior to the date leave is requested. All requests for leaves must be signed by the employee, recommended by the principal, immediate supervisor, and cost center director, and approved by the Superintendent or his designated representative, under authority granted by the School Board.

B. Any employee who is willfully absent from duty without leave shall forfeit compensation for the time of such absence, subject to dismissal.

C. A leave once granted should remain in force for the duration of the granted leave unless both parties, the employee and the Board, wish to terminate such leave.

D. Leaves shall be granted for no more than one (1) school year at a time. Leaves may be renewed for the succeeding year, however, no more than two consecutive years of leave shall be granted. Bargaining unit members who have been granted leave through the end of the employee calendar year shall, no later than March 10, notify the district office or work center head, in writing of their intent to return the next fiscal year, their intent to request an extension of the leave or a letter of resignation effective at the end of the leave. The Board may consider that failure to comply with this requirement constitutes a resignation by default on the part of the employee. However, the employee may apply and be considered for re-employment by the Board. The administration agrees to furnish the Association a list of bargaining unit members who are on leave for the remainder of the school year as of February 20.

E. A leave granted establishes an employee/employer relationship during the length of said leave. Granting of a leave to an employee during a particular fiscal year does not denote rehire for the ensuing year.

F. Any employee granted an unpaid leave of absence as provided in this article shall be given an opportunity, unless otherwise provided, to continue medical, vision, and dental insurance coverages in existing school programs through COBRA during the leave provided such leave is acceptable by the insurance carrier and provided that full premiums for such insurance programs shall be paid by the employee. All coverage will terminate and be subject to the policy provisions. Employees will be responsible for paying their voluntary coverages directly to the vendor (i.e. short-term disability, accidental death and dismemberment).

G. Leave granted on the request of an employee shall be for particular purposes or causes which shall be set forth in a written application for leave.

The School Board shall have the right to determine that the leave is used for the purposes or causes set forth in the application, and if not so used the Board shall have the authority to cancel the leave.

H. An employee returning from a leave of absence shall retain full credit for years of employee's service prior to the leave, if returning to the same position, plus all accumulated leave earned prior to the leave of absence.

I. An employee on personal leave for maternity or parental reasons shall not be denied the opportunity to substitute in the school district by reason of the fact that he/she is on such leave of absence.

J. Specific leave may be refused if the employee's absence would cause undue hardship or interruption of vital school service.

K. Any employee returning to duty at the end of an approved leave which was granted for medical reasons may be required to present to the cost center supervisor a certificate from a licensed physician or the county health officer stating that the employee is physically capable of performing his/her duties.

ARTICLE XII - MANAGERIAL RIGHTS

Section 1.

The Board has the exclusive right and responsibility to formulate and set policy in accordance with applicable state regulations and laws of Florida and the United States of America.

Section 2.

The Board has the exclusive right and responsibility to take whatever actions are necessary, within existing statute and this document, to fulfill the obligations of the Board in emergency situations.

Section 3.

The Bargaining Agent and the Board agree that this Agreement, or any part thereof, shall not be interpreted so as to abridge, or in any way usurp, the authority and power of the Board as established by constitutional provision or State Board of Education Regulations or Statutes, and the Florida School Code existing at the time of this Agreement; and further, the Board and the Bargaining Agent agree that should any term or condition of this agreement be found to be contrary to any constitutional provision, State Board of Education Regulations or Statutes, or the Florida School Code, in effect or enacted subsequent to the signing of this Agreement, be null and void.

Section 4.

The Bargaining Agent and the Board agree that this Agreement constitutes the entire agreement between the parties with respect to wages, hours, and terms and conditions of employment, for the Unit Members covered by this Agreement, and that the determination of any question with respect to wages, hours, terms and conditions of employment not expressly covered by this Agreement shall be the exclusive right and responsibility of the Board subject to State Regulations and laws of Florida and the United States and supersedes any previous agreements or practices, written or oral.

Section 5. Subcontracting

Should the Board decide to sub-contract management services, the Association reserves the right to bargain the impact of such action.

Section 6.

It is expressly understood and agreed that all rights and responsibilities of the School Board and Superintendent as established now and through subsequent amendment or revision by constitutional provision, state and federal statutes, state regulations, the Florida School Code, and School Board rules and policies shall continue to be exercised exclusively by the School Board and the Superintendent without prior notice or negotiations with the Bargaining Unit except as specifically and explicitly provided for by the stated terms of this contract. Such rights thus reserved exclusively to the School Board, the Superintendent by way of limitation, include the following:

A. selection and promotion of employees,

B. separation, suspension, dismissal, and termination of employees,

C. the designation of the organization structure of the Seminole County Public Schools and the lines of administrative authority of Seminole County Public Schools. It is understood and agreed that management possesses the sole right, duty, and responsibility for operation of the schools and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of the agreement.

ARTICLE XIII - NEGOTIATION PROCEDURES AND GUIDELINES

Section 1.

All items relating to wages, hours, terms and conditions of employment stated herein are subject to negotiations in accordance with the Constitution and laws of the State of Florida. Any matter not specifically covered by this contract but of concern to one or both of the parties may be brought up for negotiations during the contract period if both parties agree.

Section 2.

In any negotiations described in this agreement neither party shall have control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority vote of the Board and majority vote of those voting in the Bargaining Unit. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. When engaged in active negotiations both parties agree to bargain in accordance with the guidelines established in Section 7.

Section 3. Contracts

The Board will post a copy of the Agreement on the SCPS Insider, which can be found at https://insider.scps.k12.fl.us/information-resources/

Section 4.

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause as the case may be, shall be automatically deleted from this agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted article, section, or clause. The deleted article, section, or clause, as well as any article, section, or clause so affected by the deletion shall be renegotiated in accordance with Chapter 447, Florida Statutes.

Section 5.

If a party so desires to alter, renew, or terminate this agreement upon its expiration, a written notice must be submitted to the other party prior to May 15th of the year in which the agreement expires. If such notice is given, negotiations shall be initiated on or before June 1st. Negotiation sessions will be held at mutually agreed upon times and places. When a multi-year agreement has been negotiated between the parties the following procedures will be followed to allow for bargaining re-opener articles. At any time, subsequent to May 1 of any particular year of a multi-year contract either party may give written notice of its intention to open negotiations for an amended Agreement for the subsequent year(s) on the following articles: Compensation and Expenses, Other Fringe Benefits and one (1) article may be chosen by the Board and one (1) article chosen by the Association. If such notice is given, negotiations will be initiated on or after May 15 of the respective year.

Section 6.

In the course of negotiations either party determines that the difference of position is so serious that further negotiations seem impossible of producing a satisfactory agreement, then said party may invoke the impasse procedure provided in Chapter 447 of the Florida Statutes.

Section 7.

The following guidelines will be used when the parties are engaged in active bargaining.

A. Each team shall be limited to not more than six (6) members present at the table at any one given time. Each team reserves the right to bring in consultants, when necessary. The Board's chief negotiator will provide a secretary who will furnish typed minutes to the Association's chief negotiator to be approved at the next session. Minutes to previous meetings shall be acted upon at the beginning of each meeting and initialed by each chief negotiator.

B. Each negotiating team is to designate its chief spokesman at the beginning of the contract discussion. Each party shall reserve the right to determine its chief spokesman and assistant spokesman. The assistant spokesman shall function as the chief spokesman in the absence of the designated chief spokesman.

C. An agenda is to be prepared for the next meeting. Items for the next agenda are to be mutually decided upon at each meeting for the succeeding meeting.

D. All tentative agreements reached will be initialed by the chief spokesman of each party. One (1) initialed copy shall be retained by the Association and one (1) by the Board.

E. Ratification vote must be based on the entire package after tentative agreement has been reached on all articles open for negotiations.

F. All proposals and counter proposals will be submitted in writing. Each team will furnish the other team at least six (6) copies of all proposals and counter proposals. The Board negotiating team will provide the necessary copy equipment when possible. The Association and the Board agree to share equally in the cost of the needed supplies.

G. Meetings will be held at mutually agreed upon times and dates. Meetings may be canceled by either party serving notice on the other at least twenty-four (24) hours prior to the meeting. Canceled meetings by either party may be scheduled for a later date, by mutual consent. Special meetings may be called by mutual consent.

H. There shall be an allowable grace period of fifteen (15) minutes for regularly scheduled meetings.

ARTICLE XIV - OTHER FRINGE BENEFITS

A. Insurance and Wellness Committee

1. A Districtwide Insurance/Wellness Committee of nine (9) voting members shall be established by the Superintendent. The purpose of the committee is to make recommendations to the Superintendent.

The committee shall contain three (3) members appointed by the Superintendent, three (3) bargaining unit members appointed by the SEA president, and one (1) member each from NIPSCO, SCSBDA, and SECA each selected by the presidents of their association.

2. The committee shall monitor all benefits offered to employees and develop proposals for changes, modifications, and improvements. All proposals shall be submitted to the Superintendent and a copy provided to the Association Presidents with a committee recommendation provided a majority of the committee supports the recommendation.

3. This committee shall study wellness initiatives to help develop and implement wellness program goals and requirements.

4. The committee shall meet at least once a month or more often at the request of any three (3) members of the committee.

5. Committee members attending meetings during their regular contracted work hours shall be provided temporary duty with pay.

B. Health Insurance: The Board shall provide an insurance program for employees as follows:

1. The Board will contribute one hundred percent (100%) of an individual single plan cost for a health insurance plan.

Dependent coverage shall be available at the employee's expense. Where two spouses are employed by the School District and they desire to cover their children and one is covered by and shows proof of coverage by another PPACA compliant plan, the single amount for the non-covered spouse shall be credited to the dependent coverage of the covered spouse. In no instance will the total amount paid by the Board for the two employees exceed 2 times the employee only Board contribution.

Effective June 30, 2015, those employees who are employed in a contracted position for less than 30 hours per week but at least 50% of a full-time position the Board will offer to contribute fifty percent (50%) of an individual single premium of a health insurance plan.

For those employees who are employed in a contracted position for less than 30 hours per week but at least 50% of a full-time position during the 2014-2015 school year and who have been enrolled in an employer paid health care plan, the Board will continue to contribute one hundred percent (100%) of the individual single premium. This provision shall continue as long as the employee remains in a contracted position of less than 30 hours per week but at least 50% of a full-time position.

2. For an employee who enrolls in the High Deductible Heath Plan and has met the required Wellness activities, the School Board shall contribute $750.00 to the employee's Health Savings Account or Health Reimbursement Account, whichever is applicable.

3. For an employee who enrolls in the Buy-up Plan and has met the required Wellness activities, will receive an annual premium reduction of $750.00.

4. In the event that an employee enters service on or after the beginning of the contract year, the Board shall contribute so much of the annual single premium as will continue the employee's elected coverage until July 30th provided the employee shall remain employed until the end of the contract year in which he or she became employed. Should the employee be rehired by the District prior to the beginning of the following school year, the employee's insurance coverage will be back dated on June 30th.

If an employee resigns or employment is terminated any time prior to the end of the contract year, the termination of his/her health insurance benefits will coincide with the effective date of resignation/termination of employment.

5. All newly hired employees eligible for benefits have thirty days from their position start date to select their benefits online and upload any necessary documents.

6. The employee's insurance will be effective on the first of the month following sixty (60) calendar days from the initial date contingent on his/her meeting the enrollment deadline set above.

7. Any new hire eligible for healthcare that fails to make an election for insurance within the first 30 days of the position start date shall be defaulted to the Board provided health insurance plan. These individuals shall not be eligible for the Board paid disability plan.

8. When an employee who is on a sick leave of absence has used up his/her accrued sick leave days, the Board will pay one (1) month's single member plan cost for the employee's health insurance program. If applicable, the one month's plan cost will be part of the coverage provided under the provision of the Family Medical Leave Act.

C. Employees who are eligible for benefits may decline them, provided the employee shows proof of other acceptable federally compliant medical coverage. Employees who are eligible for benefits may elect to receive the Board provided Disability Income plan in place of coverage as listed in "B.1."

D. Cafeteria Style Insurance Plan

1. The Board shall provide a cafeteria style insurance plan in accordance with Section 125 of the Internal Revenue Service Code. This plan is voluntary, and all employees shall have the option to participate, provided such option is exercised during the designated enrollment period.

2. The optional benefits are: dependent health coverage, additional life, dental, short-term, and long-term disability, hospital care plan, critical illness, accident, long term care, and vision insurance. Once an employee has made a selection of benefits the employee may not change such selections during the plan year unless an I.R.S. qualifying event occurs.

3. The Board shall provide these additional options to the cafeteria plan:

a. Dependent childcare reimbursement accounts

b. Medical, flexible spending account with employee's maximum contribution limited to $2,700.00.

c. Employees enrolled in a High Deductible Health Plan are eligible for either a Health Savings Account or Health Reimbursement Account whichever is applicable.

E. Optional Insurance: A benefit eligible employee at his/her option may choose to purchase the following insurance, as offered by the Board designated carrier through payroll deduction:

1. Dental Insurance
2. Accident Insurance
3. Critical Illness
4. Term life insurance and accidental death and dismemberment coverage
5. Short-term and Long-term Disability Insurance
6. Hospital Care Plan
7. Vision Insurance
8. Term life insurance for spouse
9. Term life insurance for dependent children
10. Long term care insurance

F. Enrollment Period

1. An "annual" enrollment period shall be held at a time mutually agreed upon by the District and the Association. During the enrollment period, any employee previously eligible for benefits who had not enrolled in one of the Board provided healthcare options will be permitted to enroll in such a plan, subject to carrier provisions.

During the enrollment period, dependents previously eligible for benefits who had not enrolled in one of the Board provided healthcare options will be permitted to enroll in such a plan.

2. No changes in the insurance selection will be made by the employee during the year except due to an I.R.S. qualifying event.

a. Upon return from a Board approved leave without pay and after having failed to pay the insurance premium, that employee shall be entitled to re-enroll in the benefit plans they were previously enrolled in prior to the leave of absence. The employee has 30 days from their return from leave to submit the enrollment forms to the Employee Benefits Department. Coverage will be effective the first of the month following 30 days after the return from leave.

b. The Board shall provide one times the employee's annual salary of term life insurance and one times the employee's annual salary of accidental death and dismemberment insurance with a minimum of $25,000 for all employees who are eligible for benefits.

G. Retired Employees

Employees upon official retirement shall be allowed to purchase the group health and medical insurance policy adopted by the School Board at the Board rate.

Premiums for the group health and medical policy will be payroll deducted from the employee's monthly State Retirement paycheck, provided said retirement paycheck is sufficient to cover the premium deduction. If the monthly retirement paycheck is not sufficient to cover the premium deduction, the retiree will be billed on a monthly basis by the Board.

H. Worker's Compensation

1. Worker's Compensation is available to employees with work related injuries. Insurance is provided by the Board in accordance with Florida Statutes, Chapter 440. Employees who are injured while working shall report same to his/her immediate supervisor as soon as possible following the incident.

2. Should an employee who is injured while on the job use all of the 10 days or the equivalent hours thereof provided for injury and/or illness in the line of duty and it is necessary for the employee to go on worker's compensation, the employee shall be given the option of using his/her available accrued sick leave and/or vacation leave to cover the equivalent hours which equals 1/3 of each day of worker's compensation absence.

3. If an employee is taken out of work by a worker's compensation doctor for more than ten (10) consecutive days, the employee must apply for FMLA.

At the time of each new injury, an employee will be required to complete the appropriate form indicating whether or not the above referenced offset provision will be used. An employee may change his/her election only once during the course of each absence due to a job-related illness/injury.

4. Should an employee elect to utilize either sick or vacation leave to offset the worker's compensation benefit, one-third (.3333) of a day or the equivalent hours thereof will be charged against the employee's accrued leave balance for each day of worker's compensation absence. The employee's biweekly gross pay will reflect a reduction of the remaining equivalent hours which equals 2/3 of a day's pay for each day of worker's compensation absence. The worker's compensation payments, pursuant to Florida Statutes, will be sent directly to the employee by the District's carrier. Such deduction shall be made for regular workdays, paid holidays, and paid vacation until all accrued leave is used or the employee is able to return to work, whichever occurs first. A delay may occur in reporting worker's compensation absentee data. Therefore, a final adjustment of pay (+ or -) will be made to the employee's first regular paycheck following his/her return to duty.

5. Payment to the employee will be made on the first regularly scheduled payday for the employee, provided that the election form is received in payroll no later than one week prior to the regularly scheduled payday. If this timeline is not met, the employee shall be paid no later than the next regularly scheduled payday.

6. Paychecks issued to employees as referenced in "10.D" above will include deductions for any applicable taxes, garnishments, or authorized payroll deductions previously recorded for said employee, provided the amount of pay is sufficient to cover such deductions. Should the amount of pay not be sufficient to cover all deductions, the pay will be distributed to cover deductions to the extent possible based on the following priority:

a) Applicable taxes
b) Garnishments (i.e.: levies, child support, writs)
c) Insurance benefits
d) Annuities
e) Professional dues
f) Credit Union
g) United Way

I. Employee Assistance Program

The Board shall offer an Employee Assistance Program which will provide the employee the opportunity for confidential, professional assistance according to plan provisions.

J. Tax Sheltered Annuities

When requested by the employee, payroll deductions for tax sheltered annuities participation and/or deferred compensation will be provided by the Board. The handling of said deductions will be at no cost to the employee.

K. Payroll Deductions

1. All payroll deductions provided for in this agreement, with the exception of Tax Sheltered Annuities, will be in equal installments in direct proportion to the number of installments that the employee's salary is paid.

2. In cases where the open enrollment period extends beyond the cut-off for the first payroll period, payroll deductions will be evenly distributed beginning with the second pay period.

L. Credit Union

Payroll deduction for employee credit union participation, when requested by the employee, will be provided by the Board at no cost to the employee.

Enrollment periods for the above will be at the employee's request with sufficient notification to the Payroll Department. Such deductions shall be transmitted within two (2) workdays of the pay date to the Credit Union.

M. Direct Deposit

1. The Board agrees to make available at the earliest date practicable, electronic direct deposit of employee's paychecks, to a qualified financial institution, provided the employees individually authorize the Board to do so. It shall be the employee's responsibility to complete the direct deposit authorization forms.

2. Authorization forms for direct deposit shall be available at all worksites and at the District Payroll Office. Direct deposit will be effective no later than thirty (30) business days (workdays for District Office employees and bank employees) following the receipt of the correctly completed authorization form in the District Payroll Office. The authorization form shall allow the employee to direct monies to the bank of his/her choice, via the automated clearing house in the amount of his/her total net pay in compliance with Banking Regulations.

3. If an employee participates in the School Board's Direct Deposit program and is reported absent without pay in the final week of a pay period, every effort shall be made by the Payroll Department to deduct such absences from the current pay period's check prior to balancing the payroll.

In the event, the deduction for absences cannot be applied prior to balancing, the Payroll Department is hereby authorized to automatically deduct such overpayments from the paycheck immediately following the pay period in which said absences occur. The Payroll Department will send written notification to each affected employee of said dollar amount to be deducted.

Such written notification will require the employee's signature as acknowledged receipt of the information and must be sent to the employee within three working days of the pay date in which the overpayment occurred.

N. Retirement Terminal Pay

1. Upon official retirement date/DROP exit date of January 1, 2006, or later, an employee will receive terminal pay for unused sick leave hours multiplied by 50 percent of the employee's hourly rate of pay up to 100 days; 75 percent of the employee's hourly rate for days over 100 and 13 years of service in SCPS;

80 percent of the employee's hourly rate for days over 100 and 14-19 years of service in SCPS; 90 percent of the employee's hourly rate for days over 100 and 20-24 years of service in SCPS; and 100 percent of the employee's hourly rate for days over 100 and 25 plus years of service in SCPS.

2. Upon the death of an employee, his/her beneficiary will receive terminal pay for unused sick leave hours in an amount determined as follows:

a) During the first 3 years of service in Seminole County, the hourly rate of pay multiplied by 35 percent times the number of hours of accumulated sick leave.

b) During the next 3 years of service in Seminole County, the hourly rate of pay multiplied by 40 percent times the number of hours of accumulated sick leave.

c) During the next 3 years of service in Seminole County, the hourly are of pay multiplied by 45 percent times the number of hours of accumulated sick leave.

d) During the next 3 years of service in Seminole County, the hourly rate of pay multiplied by 50 percent times the number of hours of accumulated sick leave.

e) During the 13th year of service in Seminole County, the hourly rate of pay multiplied by 50 percent times the number of hours of accumulated sick leave up to 100 days or hours equivalent thereof and 75 percent times the number of hours of accumulated sick leave in excess of 100 days or hours equivalent thereof.

f) During the 14th-19th years of service in Seminole County, the hourly rate of pay multiplied by 50 percent times the number of hours of accumulated sick leave up to 100 days or hours equivalent thereof and 90 percent times the number of hours of accumulated sick leave in excess of 100 days or hours equivalent thereof.

g) During the 20th-24th years of service in Seminole County, the hourly rate of pay multiplied by 50 percent times the number of hours of accumulated sick leave up to 100 days or hours equivalent thereof and 90 percent times the number of hours of accumulated sick leave in excess of 100 days or hours equivalent thereof.

h) During and after the 25th year of service in Seminole County, the hourly rate of pay multiplied by 50 percent times the number of hours of accumulated sick leave up to 100 days or hours equivalent thereof and 100 percent times the number of hours of accumulated sick leave in excess of 100 days or hours equivalent thereof.

3. Official retirement will mean the filing of an application to the Department of Administration, Division of Retirement for full or reduced benefits under the Florida Retirement System Pension Plan or the Florida Retirement System Investment Plan. This applies to employees who are older than forty-two (42) years of age and have a minimum of six (6) years of service with the District who terminate their employment, and who concurrently file for benefits from their retirement plan in either a lump sum or monthly benefit.

4. To be eligible for the benefit, the staff member must have been employed by the School Board of Seminole County at the time of the retirement or death.

5. The Deferred Retirement Option Program (D.R.O.P) will be made available to those employees who meet the criteria as established by action of the 1997 State Legislature. D.R.O.P. will operate as prescribed by law. Payout for unused sick leave will be made upon termination. For those employees who are eligible to receive annual vacation leave, said leave will be paid up to the Board's maximum to D.R.O.P. participants when they enter the program.

6. A 401(A) and/or 403(b) plan is required for all bargaining unit members. The program will place the employee's terminal leave payout at the time of retirement (for sick and/or annual leave) into a 401(A) and/or 403(b) IRS approved plan subject to applicable restrictions. Monies placed into the plan can be withdrawn at age 55 without penalty. If an employee under age 55 requests his/her funds within 45 days of actual termination of his/her employment, the School Board will authorize a payment necessary to hold harmless said employee from the penalty imposed for early withdrawal. Any other deductions such as federal income taxes will be borne by the employee at the time of withdrawal of funds.

O. Work Apparel

1. a. Full-time (7½ or 8 hour) employees employed in the positions below will receive a clothing allowance from the School Board:

Maintenance and Operations Employees, Transportation Mechanics, Couriers, Warehouse Deliverymen, Custodians, Plant Maintenance Employees, Printers and Security Officers.

b. All food service employees will receive an allowance paid by the Board.

2. Such allowance as stated in A. above will be in the amount of two hundred ($200.00) to include purchase and income tax offset.

3. Employees employed after the beginning of the employment year will receive fifty dollars ($50.00) upon initial employment. At the end of the sixty (60) days probationary period as specified in Employment Conditions Article, provided employment is continued, the remainder of the clothing allowance and income tax offset will be paid.

4. Clothing allowance deductions will be made each pay period for those employees wishing to participate (on a voluntary basis) in a uniform service provided the Association presents an acceptable plan to the appropriate district administrators.

5. Rain gear will be provided to couriers, warehouse and food service drivers and security officers. Two (2) sets of rain gear will be provided to all schools. Furthermore, at schools where custodians are required to work in inclement weather, appropriate rain gear will be provided. Additionally, two (2) sets of rain gear shall be provided for each food

service production and satellite center for the employees who are required to assist in loading and unloading delivery trucks. Rain gear shall also be supplied for each maintenance vehicle.

6. Regular half-time employees listed in A.1. above shall receive one-half (1/2) the clothing allowance provided to full-time employees.

7. Employees receiving a clothing allowance paid by the Board shall wear the approved apparel at all times while on duty.

P. Mileage

An employee who is authorized to use his/her vehicle in pursuance of assigned duties shall be reimbursed at the rate allotted State employees in accordance with Florida Statutes 112.061.

Q. Hand Tools

1. Each school center will have available for custodian's use a minor tool kit (hand tools) comprised of: Hammer, Hack Saw, Screw Driver, common Phillips, Pliers, Allen Wrench, Hand Saw, Pipe Wrench, Putty Knife.

2. If a custodian is directed to perform a task(s) which requires the use of a ladder or socket set, same will be provided by the school center.

3. In the event the Food Service Manager directs a food service employee to perform a task which required the use of a standard screwdriver, hammer or set of pliers, the manager will provide same.

R. Professional Development Supplement

The annual professional development supplement shall be four hundred dollars ($ 400.00).

S. Sick Leave Payment

Any employee, at his/her option may choose to receive payment for sick leave earned during the year which is unused at the end of the year. Any such payment must be for the total number of unused sick leave hours earned during the year, must be based on the hourly rate of pay of the employee multiplied by 50 percent, and all hours for which payment is received must be deducted from the employee's accumulated leave balance. Sick leave used during a current year will be charged against the most recently earned sick leave. Hourly rate of pay is the hourly rate at the end of the contract year.

ARTICLE XV - POLITICAL FREEDOM

Section 1.

All employees shall have entire liberty of political action when not engaged actively in their employment, provided such action is within the laws of the United States of America and the State of Florida; and provided further that such action does not impair their usefulness in their respective capacities.

Section 2.

The right of all employees to work and to vote for the party, candidates, and issues of their choice shall never be questioned, abridged, or denied.

Section 3.

All employees shall be entirely free from political domination or 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.

ARTICLE XVI - PROFESSIONAL DEVELOPMENT

Section 1.

The Board shall include in the District Master Plan for Professional Development components for members of the Bargaining Unit designed to improve the competencies of employees.

Section 2.

Employees may earn professional development in-service points to be used as a basis for a professional development supplement. An annual supplement will be added to the salary of an employee who has completed sixty (60) in-service points within a four-year period for the 2019-2020, 2020-21, and 2021-22 school years. Beginning in the 2022-23 school year an annual supplement will be added to the salary of an employee who has completed sixty (60) in-service points within a three-year period. For the purpose of this section a year is July 1 to June 30.

Upon approval of the sixty (60) points such supplement will be paid in a lump sum payment no later than the second pay period in September and will continue to be paid in a lump sum payment at the same time each year for two (2) successive fiscal years provided the employee remains in a bargaining unit position. An employee on leave of absence who has earned a supplement and has worked one day over one-half of their contracted year will be entitled to a supplement. The request for such payment must be approved two (2) pay periods prior to its implementation. An employee who is entitled to the supplement and who has been laid off shall receive said supplement, as scheduled, if recalled within sixty (60) days of their normal starting date for their position. Eligibility for the professional development supplement will be determined by the following criteria:

A. One (1) in-service point shall be equivalent to one (1) clock hour of participation.

B. All in-service points earned must:

1. be included in the Master Plan for Staff Development; and/or

2. be a college course approved in advance by the District Administration (in which a grade of "C" or higher grade was received); and,

3. in both cases, must be related to the assignments within the bargaining unit. However, if an employee has an interest in participating in an in-service activity which is not related to an assignment within the bargaining unit he/she may submit form #435 to the Director of Teaching and Learning for approval.

C.1. Only in-service points earned on off-duty hours will be recorded for the purposes of this program incorporated in the sixty (60) points used for the supplement unless otherwise approved by the Principal/Cost Center Supervisor and the Director of Teaching and Learning.

2. In order to receive in-service points for in-service activities other than those offered by the school district, prior approval must be granted. It is the sole responsibility of the employee to complete form #435 for this purpose.

D. Upon evidence of successful completion of an approved college course, the District shall assign the earned in-service points to the appropriate professional development component. College credit hours are to be equated as follows:

1 Semester Hour = 10 points
1 Quarter Hour = 6 2/3 points
3 Quarter Hours = 20 points

E. An employee shall receive only one supplement at a time.

F. After the employee receives their first lump sum payment, the employee has a three (3) year period to earn sixty (60) points. Once the sixty (60) points have been earned and after the first check (in each three-year period) has been received, the employee may start earning another set of sixty (60) points.

G. In-service points earned toward the sixty (60) hours to be used for the supplement shall be noted on the in-service print-out provided by the schools.

H. Participants at each in-service/professional development session will be provided proper forms to assure crediting of appropriate points. Additionally, trainers shall be instructed in the proper use of and completion of said forms and in the procedures to be followed for participants to obtain points.

ARTICLE XVII - SUMMER EMPLOYMENT VARIATIONS

In the event the School Board determines the normal 5-day work week will be compressed to a 4-day work week, the following contractual variations shall apply:

Section 1.

The work week shall be Monday through Thursday. July 4th shall be a paid holiday for twelve (12) month employees.

Section 2.

Employees shall work during the compressed 4-day week the same number of hours that they would have worked in a non-compressed 5-day work week (i.e., eight (8) hours a day for five (5) days becomes ten (10) hours a day for four (4) days.

Section 3.

Lunch and break periods shall be granted in such a fashion as to divide the workday into as near equal parts as practicable. Lunch breaks shall be no less than thirty (30) minutes in each workday.

Section 4.

In the event an 11- or 12-month employee cannot accept an extended workday, then said employee shall have the following options:

A. The employee shall work his/her regular number of hours at the regular hourly rate during the four (4) day work week and receive personal leave without pay to make-up for lost hours of work in quarter day increments; or

B. The employee who is in a vacation earning position shall work his/her regular number of hours during the four (4) day work week and use accumulated vacation leave to make-up for the lost hours of work in quarter day increments.

Section 5.

Twelve month employees will utilize sick leave/vacation time on the basis of each day of the 4-day work week equals one and one quarter (1 1/4) days of employment.

Section 6.

Bargaining unit employees employed in their same position for summer school will be paid on an hourly rate based upon the preceding contract year's salary status times the number of hours and days they work.

Section 7.

Employees on a ten (10) month contract shall work their normal workday to the completion of their contract.

ARTICLE XVIII - WORKING CONDITIONS

Section 1. Work Scheduling

A. The normal work week (Monday-Friday) shall consist of no more than five (5) consecutive days of work at the regular rate of pay. This shall not preclude a Tuesday-Saturday work week for employees who volunteer for an adjusted work week.

B. Where weekend work is necessary; the Board shall rotate schedules to distribute weekend work assignments equally with the skill desired when practicable.

Section 2. Extra Work and Overtime

Employees who are asked to work additional hours beyond their originally contracted duty day shall be paid his/her pay grade hourly wage if forty (40) hours or under during a work week.

It shall not be the general policy of the Board to have its employees work frequent or consistent overtime. However, when employees are directed or allowed to work overtime, in addition to their regular hours, aggregating more than a maximum of forty (40) hours per week, they shall be compensated as follows:

The rate of time and one-half (1-1/2) of the normal rate shall be paid for all hours in pay status per week over the regular weekly task assignment aggregating more than a maximum of 40 hours per week. Giving consideration to the organizational subdivisions of the Board, assignments and shifts, the Board shall distribute overtime among employees as equally as practicable. Overtime worked shall be reflected on the pay stub.

Calculations for overtime compensation shall be made as soon as possible following the working of overtime. Whenever possible, overtime shall be paid in the pay period in which it was earned, but in no event shall it be paid later than the next pay period immediately following the pay period in which it was earned. Time off may be granted in lieu of overtime pay at the rate of time and one-half (1-1/2), provided same is consistent with the Fair Labor Standards Act.

Section 3.

The Board will determine the safety devices and protective clothing it will provide employees and such safeguards as are necessary to reduce or eliminate accidents or injuries. In the event an employee is involved with an accident or injury, an accident report will be completed and filed, with the appropriate supervisor.

Section 4.

At the beginning of employment and each year thereafter, each member of the Bargaining Unit shall wear the official clothing apparel when designated by the Board. Violation of this provision shall result in discipline for just cause. The Association may have input into the design of the official uniform.

Section 5. Work Related Injury

A. Absence due to injury and disability as a result of an assault by students or non-students on school property or off school property, when the employee is on school business, shall not be charged against the employee's sick leave days provided notice of assault is given to the employer/designee within forty-eight (48) hours.

B. The Board shall continue his/her salary and benefits for the duration of the employee's absence provided it does not exceed ten (10) workdays. However, in the case of injury and disability occurring as a result of assault as in the opinion of the School Board warrants it, additional emergency sick leave may be granted for such term and under such conditions as the School Board deem proper. If Worker's Compensation is paid to the employee while the employee is receiving a salary, the employee shall return the Worker's Compensation to the School Board.

C. In case of an assault on an employee in the performance of his/her duties causing damage to his/her personal property such as clothing, glasses, etc., the Board may make an equitable financial adjustment with the employee.

Section 6.

When the Board determines there is a need and it is practical and economically feasible, each school or area of employment shall have the following facilities:

A. Lockable space for employees to store personal items such as handbags, etc.

B. Appropriately equipped restrooms for employees

C. A parking area for employee's cars

D. Heating and cooling and/or good ventilation.

Every effort will be made to ensure that before school and after school employees are provided with acceptable working conditions. District climate control procedures will be followed to the greatest extent practicable at each site. Reasonable accommodations will be made at sites experiencing climate control issues.

Section 7. Specialized Tools

Vehicle mechanics, school bus mechanics, small engine mechanics, pest control mechanics, courier equipment mechanics, maintenance mechanics, HVAC controls technicians, fire alarm technicians, electronics repair mechanics, and welders will receive an annual allowance of $450.00 for tools of their particular trade.for personal use. Payment will be made in two equal semi-annual installments (July/January). Employee's must be actively employed at time of payment.

1. Skilled craftsmen (mechanics or above) will provide tools of their particular trade. The Board shall not be responsible for the replacement of tools that are stolen unless the loss is reported as a burglary and occurs on Board-owned property, including vehicles and the employee can show that he used responsible diligence in the care and protection of the tools.
2. In as much as possible, employees should attempt to source tools with warranties for replacement.
3. Employees personally purchased tools must have an inventory on file (video acceptable) to be updated annually. If proof of purchase and warranty information is available, it should be included. It is the employee's responsibility to provide their supervisor with the inventory
4. In the event a burglary occurs to a Board owned vehicle off of School Board property, the claim for replacement must be accompanied by a police report. Replacement shall be of equal quality. No tools will be replaced as a result of negligence on the part of the employee.
5. Tools that are taken home for personal use and are lost, destroyed or stolen are the responsibility of the employee.
6. Sophisticated and/or special equipment to include electrical or air operated equipment necessary to do the assigned job will be provided by the Board.

Section 8.

A. When a custodian in a cost center of three or more custodians, who in addition to his/her regular assigned custodial duties, is required to direct the other custodial staff shall be classified as a head custodian and be paid the appropriate pay grade.

B. The principal, or his designee, supervisor, or cost center director/manager may require input by employees who have been designated the responsibilities of directing other employees in their work assignments. In no case will the head custodian be required to discipline or otherwise evaluate other custodians in accordance with Article VII, Section 8 (B).

Section 9.

A. On student attendance days, every effort shall be made to provide a substitute for any custodian or courier employee, when it is known that said employee will be absent three (3) or more days.

B. When proper notice of absence has been given, the food service managers will provide a substitute if available and time permitting or increase the hours of the staff if the menu dictates the necessity and is financially viable.

C. When a custodian is required to extend his/her workday in order to perform the duties of an absent custodian, he/she will be compensated in accordance with Section 2. above (Extra Work and Overtime).

Section 10.

A. After notification by and in consultation with the employee, when the administration determines an unhealthy or hazardous condition exists, employees shall not perform tasks under such conditions.

B. The Environmental Department and the Risk Management Department will provide information to each cost center regarding safety at the work sites. Services and contact persons will be included in the information.

C. No custodian shall be requested or required to store, mix, apply or dispose of pesticides or the like.

D. Should an employee's health be placed at risk through exposure to dangerous working conditions as defined in Section 11 (B), the employee(s) will be notified immediately of the danger by their supervisor.

Section 11.

Every effort will be made to assign custodian responsibilities that are appropriate for the number of assigned working hours.

Section 12.

School-based custodians are eligible to be selected to participate in worksite Building Committees and/or Collaborative Improvement Teams (CIT).

Section 13.

1. Employees within the NIPSCO Bargaining Unit, who hold a CDL license and regularly perform the additional duty of substituting driving, will receive annual supplement ($1000 per annum) to be paid quarterly for each quarter they drive twenty (20) or more days.

ARTICLE XIX - TERM OF AGREEMENT

The provisions of this Agreement should be binding upon the parties hereto and upon their successors. The foregoing Agreement shall become effective July 1, 2024, and shall be implemented on the date it is signed by both parties and shall continue in effect until June 30, 2027, with the exception of re-openers cited in "Negotiation Procedures and Guidelines."

The foregoing Agreement was ratified by the Non-Instructional Personnel of Seminole County Board of Public Instruction Association, Inc. the 30th day of July 2024 and by the School Board of Seminole County, Florida the 8th day of August 2024.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the 8th day of August 2024.

SIGNATURE PAGES ON FILE

_____

Board Chair
Abby Sanchez

_____

Chief Negotiator
Dawn Bontz

_____

NIPSCO President
Carlos Crispin

APPENDIX A – GRIEVANCE FORM

SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA OFFICIAL GRIEVANCE FORM

REGISTER #_____ BARGAINING UNIT _____

NAME OF GRIEVANT(S) _____

MAILING ADDRESS_____ZIP_____

WORK CENTER _____ POSITION TITLE _____

DATE OF ALLEGED VIOLATION_____ DATE FILED_____
CONTRACT PROVISION(S) ALLEGED VIOLATION:

Article/Section/Paragraph_____

STATEMENT OF FACTS (BE SPECIFIC):

REMEDY REQUESTED:

SIGNATURE OF GRIEVANT_____

****

STEP I: DATE RECEIVED BY ADMINISTRATOR_____ INITIAL_____
DISPOSITION: DENIED _____GRANTED_____ BASIS: _____

SIGNATURE:_____ DATE
MAILED/DELIVERED_____

SIGNATURE OF RECIPIENT:_____DATE:_____

****

STEP II: DATE RECEIVED BY SUPERINTENDENT_____INITIAL _____

DISPOSITION: DENIED_____GRANTED_____ BASIS:_____
SIGNATURE:_____DATE MAILED/DELIVERED_____

SIGNATURE OF RECIPIENT: _____ DATE:_____

DISTRIBUTION:

1-Administrator 2-Grievant 3-Employee Relations 4-Bargaining Unit

APPENDIX B BLANK

APPENDIX C - DAYS, HOURS, AND PAY GRADES

POSITION	OBJECT	DAYS EMPLOYED	DAYS WORKED	HOURS PER DAY	PAY GRADE
Maintenance-Base D					
Courier-Equipment Maintenance	1636	258	*246	8	D04
Division Foreman	1638	258	*246	8	D09
Electronic Repair I	1648	258	*246	8	D09
Electronic Repair II	1649	258	*246	8	D08
Field Technician (Communications)	1986	258	*246	8	D08
Technician, Fire Alarm Systems	1643	258	*246	8	D07
Grounds Laborer	1956	258	*246	8	D02
Grounds Laborer 2	1642	258	*246	8	D01
Mechanic Pest Control	1625	258	*246	8	D07
Mechanic Maintenance	1639	258	*246	8	D06
Maintenance Helper	1641	258	*246	8	D02
Maintenance Purchasing Agent	1669	258	*246	8	D08
Maintenance, Water-Sewer Plant	1625W	258	*246	8	D07
PC Field Service Technician	1998	258	*246	8	D08
Tech, HVAC Controls	2059	258	*246	8	D08
Custodial - Base E					
Custodian - 12 Month	1630	258	*246	8	E03
Custodian - 12 Month, Head	1628	258	*246	8	E06
Custodian/Plant Maintenance	1627	258	*246	8	E07
Custodian - 11 Month	1905	223	217	8	EB02
Custodian - 10 Month	1904	196	190	8	EE01
Custodian - 10 Month	1904A	196	190	8	EE01
Custodian - 11 Month	1905A	223	217	8	EB02
Custodian - 11 Month, Head	1902	223	217	8	EB06
Warehouse Storekeeper, Driver	1802	258	*246	8	E07

*(Does not include vacation) **(Exclusive of lunch)

Professional Development Supplement - $400.00 annually.

APPENDIX C – CONT.

POSITION	OBJECT	DAYS EMPLOYED	DAYS WORKED	HOURS PER DAY	PAY GRADE
Food Service Base F					
FS Employee 189/8 hr.	1743	189	183	8	F13
FS Employee 189/7 hr.	1747	189	183	7	F58
FS Employee 189/6.5 hr.	1746	189	183	6.5	F57
FS Employee 189/5.5 hr.	1745	189	183	5.5	F56
FS Employee 189/5 hr.	1744	189	183	8	F55
FS Assistant 189/8 hr.	1749	189	183	8	F19
FS Assistant 189/7.5 hr.	1752	189	183	7.5	FF65
FS Assistant 189/7 hr.	1751	189	183	7	F64
FS Assistant 189/5.5 hr.	1750	189	183	5.5	F63
FS Assistant Manager 189/8 hr.	1707	189	183	8	F20
FS Assistant Manager 189/7.5 hr.	1710	189	183	7.5	FF62
FS Assistant Manager 189/7 hr.	1709	189	183	7	F61
FS Assistant Manager 189/6.5 hr.	1708	189	183	6.5	F60
FS Assistant Manager 189/5 hr.	1706	189	183	5	F59
FS Asst. Manager Production Center	1716	189	183	8	F21
FS Assistant, 258/7.5	1753	258	*246	7.5	F66

FOOD SERVICE PERCENTAGE CHART

HOURS	PERCENT
2.0	0.2500
2.5	0.3125
3.0	0.3750
3.5	0.4375
4.0	0.5000
4.5	0.5625
5.0	0.6250
5.5	0.6875
6.0	0.7500
6.5	0.8125
7.0	0.8750
7.5	0.9375
8.0	1.0000

For those employed less than eight (8) hours a day, the annual salary is determined by the eight hour position for the job title on the salary schedule. Multiply the percent listed next to the hours per day worked, times the annual salary for the appropriate years of experience listed on the pay grade for the appropriate position. This will provide the employee with the correct annual salary.

*(Does not include vacation) **(Exclusive of lunch)

Professional Development Supplement - $400.00 annually.

APPENDIX C – CONT.

POSITION	OBJECT	DAYS EMPLOYED	DAYS WORKED	HOURS PER DAY	PAY GRADE
Audio/Visual - Base H					
Specialist Bindery, Night Shift	2029	258	*246	7.5	H07
Specialist Bindery, Day Shift	2015	258	*246	7.5	H05
Specialist Bindery, Night Shift	2030	196	190	7.5	HE09
Specialist Bindery, Day Shift	2031	196	190	7.5	HE08
Courier Driver, 10 mo.	1682	196	190	8	HE03
Courier Driver, 12 mo./258 day	1635	258	*246	8	H04
Printer, Offset Lead	2016	258	*246	7.5	H06
Printer, Copy Center Lead	2019	258	*246	7.5	HO6
Printer	1637	258	*246	7.5	H02
Printer Assistant	1654	258	*246	7.5	H01
Transportation - Base J					
Mechanic, Vehicle	1925	258	*246	8	J02
Bus Mechanic, Chief	1915	258	*246	8	J03
Clerk, Transportation Parts	1943	258	*246	8	J02
Miscellaneous - Base K					
Clerk, Delivery and Receiving	1631	258	*246	8	K02
School Security Officer, 12 mo.	1609	258	*246	8	K03
District Security Officer, 12 mo.	2010	258	*246	8	K03
School Security Officer, 10 mo.	2012	188	182	8	KG04
Transportation Security Officer, 12 mo.	2009	258	*246	8	K03

*(Does not include vacation) **(Exclusive of lunch)

Professional Development Supplement - $400.00 annually.

APPENDIX D - SALARY SCHEDULES

NIPSCO Bargaining Unit salaries for the 2025-2026 contract year shall be increased as follows.

- Current employees returning for the 2025-2026 school year will receive a $0.39 an hour raise to their hourly rate.
- Employees that were hired on or after July 1, 2025, will remain on their current pay.

APPENDIX D – SALARY SCHEDULES

Salary Plans D8

Salary Plan	D8	D8	D8	D8	D8	D8	D8
Pay Grade	01	02	04	06	07	08	09
0			$ 15.98	$ 20.17	$ 22.19	$ 22.62	$ 23.13
1	$ 15.94	$ 15.94	$ 16.37	$ 20.56	$ 22.58	$ 23.01	$ 23.52
2	$ 15.94	$ 15.94	$ 16.67	$ 20.95	$ 23.02	$ 23.45	$ 23.98
3	$ 15.94	$ 15.94	$ 16.97	$ 21.34	$ 23.45	$ 23.89	$ 24.43
4	$ 15.94	$ 15.94	$ 17.28	$ 21.74	$ 23.88	$ 24.34	$ 24.89
5	$ 15.94	$ 16.33	$ 17.60	$ 22.14	$ 24.34	$ 24.80	$ 25.36
6	$ 15.94	$ 16.42	$ 17.93	$ 22.56	$ 24.79	$ 25.26	$ 25.83
7	$ 15.94	$ 16.72	$ 18.25	$ 22.98	$ 25.25	$ 25.74	$ 26.33
8	$ 15.94	$ 17.02	$ 18.59	$ 23.41	$ 25.74	$ 26.22	$ 26.82
9	$ 15.94	$ 17.33	$ 18.93	$ 23.85	$ 26.22	$ 26.72	$ 27.32
10	$ 15.94	$ 17.65	$ 19.28	$ 24.30	$ 26.72	$ 27.22	$ 27.84
11	$ 15.94	$ 17.97	$ 19.64	$ 24.75	$ 27.22	$ 27.74	$ 28.38
12	$ 15.94	$ 18.30	$ 20.00	$ 25.22	$ 27.74	$ 28.26	$ 28.91
13	$ 16.33	$ 18.64	$ 20.37	$ 25.70	$ 28.26	$ 28.80	$ 29.46
14	$ 16.44	$ 18.98	$ 20.75	$ 26.18	$ 28.80	$ 29.34	$ 30.02
15	$ 16.74	$ 19.33	$ 21.13	$ 26.68	$ 29.34	$ 29.91	$ 30.59
16	$ 17.03	$ 19.69	$ 21.53	$ 27.18	$ 29.90	$ 30.48	$ 31.18
17	$ 17.35	$ 20.05	$ 21.93	$ 27.69	$ 30.47	$ 31.05	$ 31.76
18	$ 17.66	$ 20.42	$ 22.34	$ 28.21	$ 31.05	$ 31.65	$ 32.37
19	$ 17.99	$ 20.80	$ 22.76	$ 28.75	$ 31.64	$ 32.25	$ 32.99
20	$ 18.32	$ 21.20	$ 23.18	$ 29.29	$ 32.24	$ 32.87	$ 33.62
21	$ 18.66	$ 21.59	$ 23.62	$ 29.85	$ 32.86	$ 33.49	$ 34.27
22	$ 19.00	$ 21.99	$ 24.06	$ 30.41	$ 33.48	$ 34.13	$ 34.92
23	$ 19.35	$ 22.40	$ 24.51	$ 31.00	$ 34.12	$ 34.79	$ 35.59
24	$ 19.71	$ 22.82	$ 24.98	$ 31.59	$ 34.78	$ 35.45	$ 36.28
25	$ 20.07	$ 23.25	$ 25.44	$ 32.20	$ 35.45	$ 36.13	$ 36.97
26	$ 20.44	$ 23.68	$ 25.92	$ 32.80	$ 36.13	$ 36.83	$ 37.68
27	$ 20.83	$ 24.13	$ 26.42	$ 33.43	$ 36.82	$ 37.53	$ 38.41
28	$ 21.22	$ 24.58	$ 26.91	$ 34.07	$ 37.52	$ 38.25	$ 39.14
29	$ 21.61	$ 25.04	$ 27.43	$ 34.72	$ 38.25	$ 38.99	$ 39.89
30	$ 22.01	$ 25.51	$ 27.94	$ 35.39	$ 38.98	$ 39.75	$ 40.66
31		$ 25.90					

Salary Plans E8, E8B ,& E8E

Salary Plan	E8	E8	E8	E8	E8B	E8B	E8E
Pay Grade	03	06	07	09	02	06	01
0			18.14				
1	$ 15.94	$ 17.37	$ 18.53	$ 15.94	$ 15.94	$ 17.37	$ 15.94
2	$ 15.94	$ 17.37	$ 18.86	$ 15.94	$ 15.94	$ 17.37	$ 15.94
3	$ 15.94	$ 17.37	$ 19.19	$ 15.94	$ 15.94	$ 17.37	$ 15.94
4	$ 15.94	$ 17.37	$ 19.52	$ 15.94	$ 15.94	$ 17.37	$ 15.94
5	$ 15.94	$ 17.37	$ 19.87	$ 15.94	$ 15.94	$ 17.37	$ 15.94
6	$ 15.94	$ 17.37	$ 20.21	$ 15.94	$ 15.94	$ 17.37	$ 15.94
7	$ 15.94	$ 17.76	$ 20.56	$ 15.94	$ 15.94	$ 17.76	$ 15.94
8	$ 15.94	$ 17.79	$ 20.93	$ 15.94	$ 15.94	$ 17.78	$ 15.94
9	$ 15.94	$ 18.09	$ 21.29	$ 15.94	$ 15.94	$ 18.09	$ 15.94
10	$ 15.94	$ 18.39	$ 21.67	$ 15.94	$ 15.94	$ 18.38	$ 15.94
11	$ 15.94	$ 18.70	$ 22.05	$ 16.33	$ 15.94	$ 18.69	$ 15.94
12	$ 15.94	$ 19.02	$ 22.44	$ 16.39	$ 15.94	$ 19.01	$ 15.94
13	$ 16.33	$ 19.34	$ 22.83	$ 16.68	$ 16.33	$ 19.33	$ 16.33
14	$ 16.44	$ 19.67	$ 23.25	$ 16.99	$ 16.40	$ 19.66	$ 16.40
15	$ 16.74	$ 20.01	$ 23.66	$ 17.30	$ 16.71	$ 19.99	$ 16.71
16	$ 17.03	$ 20.35	$ 24.08	$ 17.62	$ 17.00	$ 20.33	$ 17.00
17	$ 17.35	$ 20.70	$ 24.51	$ 17.94	$ 17.31	$ 20.69	$ 17.31
18	$ 17.66	$ 21.05	$ 24.96	$ 18.27	$ 17.63	$ 21.04	$ 17.63
19	$ 17.99	$ 21.42	$ 25.40	$ 18.61	$ 17.95	$ 21.40	$ 17.96
20	$ 18.32	$ 21.79	$ 25.86	$ 18.95	$ 18.29	$ 21.77	$ 18.29
21	$ 18.66	$ 22.16	$ 26.33	$ 19.30	$ 18.62	$ 22.15	$ 18.62
22	$ 19.00	$ 22.56	$ 26.80	$ 19.66	$ 18.97	$ 22.54	$ 18.97
23	$ 19.35	$ 22.95	$ 27.28	$ 20.02	$ 19.32	$ 22.93	$ 19.32
24	$ 19.71	$ 23.35	$ 27.78	$ 20.39	$ 19.67	$ 23.34	$ 19.67
25	$ 20.07	$ 23.76	$ 28.28	$ 20.77	$ 20.04	$ 23.74	$ 20.04
26	$ 20.44	$ 24.17	$ 28.80	$ 21.15	$ 20.41	$ 24.16	$ 20.41
27	$ 20.83	$ 24.60	$ 29.32	$ 21.56	$ 20.79	$ 24.58	$ 20.79
28	$ 21.22	$ 25.04	$ 29.86	$ 21.95	$ 21.18	$ 25.02	$ 21.18
29	$ 21.61	$ 25.48	$ 30.40	$ 22.36	$ 21.57	$ 25.46	$ 21.57
30	$ 22.01	$ 25.93	$ 30.97	$ 22.78	$ 21.98	$ 25.91	$ 21.98

Salary Plans F5, F7, F8, & F88

Salary Plan	F5	F7	F7	F7	F8	F8	F8	F88
Pay Grade	55	58	61	64	13	19	20	22
0								
1	$ 15.94	$ 15.94	$ 18.39	$ 15.94	$ 15.94	$ 15.94	$ 18.39	$ 18.60
2	$ 15.94	$ 15.94	$ 18.39	$ 15.94	$ 15.94	$ 15.94	$ 18.39	$ 18.99
3	$ 15.94	$ 15.94	$ 18.39	$ 15.94	$ 15.94	$ 15.94	$ 18.39	$ 19.25
4	$ 15.94	$ 15.94	$ 18.39	$ 15.94	$ 15.94	$ 15.94	$ 18.39	$ 19.56
5	$ 15.94	$ 15.94	$ 18.39	$ 15.94	$ 15.94	$ 15.94	$ 18.78	$ 19.86
6	$ 15.94	$ 15.94	$ 18.58	$ 15.94	$ 15.94	$ 15.94	$ 18.98	$ 20.18
7	$ 15.94	$ 15.94	$ 19.28	$ 15.94	$ 15.94	$ 15.94	$ 19.28	$ 20.50
8	$ 15.94	$ 15.94	$ 19.59	$ 15.94	$ 15.94	$ 15.94	$ 19.59	$ 20.81
9	$ 15.94	$ 15.94	$ 19.90	$ 15.94	$ 15.94	$ 15.94	$ 19.90	$ 21.15
10	$ 15.94	$ 15.94	$ 20.22	$ 15.94	$ 15.94	$ 15.94	$ 20.22	$ 21.49
11	$ 15.94	$ 15.94	$ 20.55	$ 16.33	$ 15.94	$ 16.33	$ 20.55	$ 21.84
12	$ 15.94	$ 15.94	$ 20.88	$ 16.47	$ 15.94	$ 16.47	$ 20.88	$ 22.20
13	$ 15.94	$ 15.94	$ 21.22	$ 16.77	$ 15.94	$ 16.78	$ 21.22	$ 22.57
14	$ 15.94	$ 15.94	$ 21.57	$ 17.07	$ 15.94	$ 17.08	$ 21.57	$ 22.94
15	$ 16.33	$ 16.33	$ 21.92	$ 17.39	$ 16.33	$ 17.40	$ 21.92	$ 23.32
16	$ 16.54	$ 16.54	$ 22.28	$ 17.70	$ 16.55	$ 17.70	$ 22.28	$ 23.69
17	$ 16.85	$ 16.85	$ 22.64	$ 18.02	$ 16.85	$ 18.03	$ 22.65	$ 24.09
18	$ 17.16	$ 17.16	$ 23.02	$ 18.35	$ 17.16	$ 18.36	$ 23.02	$ 24.48
19	$ 17.47	$ 17.47	$ 23.40	$ 18.69	$ 17.47	$ 18.70	$ 23.41	$ 24.89
20	$ 17.79	$ 17.79	$ 23.79	$ 19.03	$ 17.79	$ 19.05	$ 23.79	$ 25.31
21	$ 18.12	$ 18.12	$ 24.19	$ 19.39	$ 18.12	$ 19.40	$ 24.19	$ 25.74
22	$ 18.45	$ 18.45	$ 24.60	$ 19.74	$ 18.45	$ 19.75	$ 24.60	$ 26.16
23	$ 18.79	$ 18.79	$ 25.01	$ 20.11	$ 18.79	$ 20.12	$ 25.02	$ 26.59
24	$ 19.14	$ 19.14	$ 25.43	$ 20.49	$ 19.14	$ 20.50	$ 25.44	$ 27.05
25	$ 19.49	$ 19.49	$ 25.86	$ 20.87	$ 19.49	$ 20.88	$ 25.87	$ 27.51
26	$ 19.85	$ 19.85	$ 26.30	$ 21.26	$ 19.85	$ 21.27	$ 26.30	$ 27.97
27	$ 20.22	$ 20.22	$ 26.75	$ 21.66	$ 20.22	$ 21.66	$ 26.76	$ 28.46
28	$ 20.59	$ 20.59	$ 27.21	$ 22.06	$ 20.60	$ 22.07	$ 27.21	$ 28.94
29	$ 20.97	$ 20.98	$ 27.67	$ 22.47	$ 20.98	$ 22.48	$ 27.67	$ 29.45
30	$ 21.37	$ 21.36	$ 28.15	$ 22.89	$ 21.37	$ 22.91	$ 28.15	$ 29.94

Salary Plans H75 & H8

Salary Plan	H75	H75	H75	H75	H75	H75	H8
Pay Grade	01	02	03	05	06	07	04
0		$ 17.37	$ 18.51		$ 19.66	$ 15.94	$ 17.35
1	$ 15.94	$ 17.76	$ 18.90	$ 15.94	$ 20.05	$ 16.33	$ 17.74
2	$ 15.94	$ 18.06	$ 19.23	$ 15.94	$ 20.43	$ 16.33	$ 18.04
3	$ 15.94	$ 18.36	$ 19.57	$ 15.94	$ 20.81	$ 16.33	$ 18.34
4	$ 15.94	$ 18.68	$ 19.91	$ 15.94	$ 21.20	$ 16.33	$ 18.66
5	$ 16.33	$ 18.99	$ 20.26	$ 15.94	$ 21.59	$ 16.33	$ 18.97
6	$ 16.39	$ 19.32	$ 20.61	$ 15.94	$ 22.00	$ 16.33	$ 19.30
7	$ 16.68	$ 19.65	$ 20.97	$ 15.94	$ 22.41	$ 16.33	$ 19.63
8	$ 16.98	$ 19.98	$ 21.34	$ 15.94	$ 22.82	$ 16.33	$ 19.96
9	$ 17.29	$ 20.32	$ 21.71	$ 15.94	$ 23.26	$ 16.33	$ 20.30
10	$ 17.61	$ 20.68	$ 22.10	$ 15.94	$ 23.69	$ 16.33	$ 20.65
11	$ 17.93	$ 21.03	$ 22.49	$ 15.94	$ 24.13	$ 16.58	$ 21.01
12	$ 18.26	$ 21.39	$ 22.90	$ 15.94	$ 24.58	$ 16.88	$ 21.37
13	$ 18.60	$ 21.76	$ 23.30	$ 15.94	$ 25.05	$ 17.19	$ 21.74
14	$ 18.94	$ 22.14	$ 23.71	$ 16.33	$ 25.52	$ 17.50	$ 22.12
15	$ 19.29	$ 22.54	$ 24.14	$ 16.36	$ 26.01	$ 17.82	$ 22.50
16	$ 19.65	$ 22.93	$ 24.57	$ 16.65	$ 26.49	$ 18.15	$ 22.91
17	$ 20.01	$ 23.33	$ 25.02	$ 16.96	$ 26.99	$ 18.48	$ 23.31
18	$ 20.38	$ 23.74	$ 25.46	$ 17.27	$ 27.50	$ 18.83	$ 23.71
19	$ 20.76	$ 24.15	$ 25.92	$ 17.58	$ 28.02	$ 19.17	$ 24.13
20	$ 21.14	$ 24.58	$ 26.39	$ 17.91	$ 28.55	$ 19.53	$ 24.55
21	$ 21.55	$ 25.02	$ 26.86	$ 18.24	$ 29.10	$ 19.89	$ 24.99
22	$ 21.95	$ 25.46	$ 27.36	$ 18.57	$ 29.65	$ 20.25	$ 25.43
23	$ 22.35	$ 25.91	$ 27.85	$ 18.91	$ 30.21	$ 20.63	$ 25.88
24	$ 22.77	$ 26.37	$ 28.35	$ 19.26	$ 30.79	$ 21.01	$ 26.35
25	$ 23.19	$ 26.84	$ 28.87	$ 19.62	$ 31.37	$ 21.40	$ 26.82
26	$ 23.63	$ 27.32	$ 29.41	$ 19.98	$ 31.97	$ 21.80	$ 27.29
27	$ 24.07	$ 27.81	$ 29.94	$ 20.35	$ 32.58	$ 22.21	$ 27.79
28	$ 24.52	$ 28.31	$ 30.49	$ 20.73	$ 33.21	$ 22.63	$ 28.28
29	$ 24.99	$ 28.82	$ 31.04	$ 21.11	$ 33.84	$ 23.05	$ 28.80
30	$ 25.46	$ 29.33	$ 31.62	$ 21.51	$ 34.48	$ 23.48	$ 29.31

Salary Plan J8, K8, & K8B

Salary Plan	J8	J8	J8	K8	K8B
Pay Grade	01	02	03	03	04
0	$ 17.08	$ 20.17	$ 22.19	$ 17.91	$ 17.88
1	$ 17.47	$ 20.56	$ 22.58	$ 18.30	$ 18.27
2	$ 17.80	$ 20.95	$ 23.02	$ 18.65	$ 18.61
3	$ 18.13	$ 21.34	$ 23.45	$ 18.99	$ 18.95
4	$ 18.46	$ 21.74	$ 23.88	$ 19.34	$ 19.31
5	$ 18.81	$ 22.14	$ 24.34	$ 19.70	$ 19.66
6	$ 19.15	$ 22.56	$ 24.79	$ 20.06	$ 20.02
7	$ 19.50	$ 22.98	$ 25.25	$ 20.43	$ 20.39
8	$ 19.87	$ 23.41	$ 25.74	$ 20.81	$ 20.77
9	$ 20.23	$ 23.85	$ 26.22	$ 21.21	$ 21.17
10	$ 20.61	$ 24.30	$ 26.72	$ 21.60	$ 21.56
11	$ 20.99	$ 24.75	$ 27.22	$ 22.00	$ 21.96
12	$ 21.38	$ 25.22	$ 27.74	$ 22.41	$ 22.37
13	$ 21.77	$ 25.70	$ 28.26	$ 22.83	$ 22.79
14	$ 22.18	$ 26.18	$ 28.80	$ 23.26	$ 23.21
15	$ 22.60	$ 26.68	$ 29.34	$ 23.70	$ 23.65
16	$ 23.02	$ 27.18	$ 29.90	$ 24.14	$ 24.09
17	$ 23.45	$ 27.69	$ 30.47	$ 24.60	$ 24.54
18	$ 23.89	$ 28.21	$ 31.05	$ 25.06	$ 25.01
19	$ 24.34	$ 28.75	$ 31.64	$ 25.53	$ 25.48
20	$ 24.79	$ 29.29	$ 32.24	$ 26.01	$ 25.96
21	$ 25.26	$ 29.85	$ 32.86	$ 26.50	$ 26.45
22	$ 25.74	$ 30.41	$ 33.48	$ 26.99	$ 26.95
23	$ 26.22	$ 31.00	$ 34.12	$ 27.51	$ 27.46
24	$ 26.72	$ 31.59	$ 34.78	$ 28.04	$ 27.98
25	$ 27.22	$ 32.20	$ 35.45	$ 28.56	$ 28.51
26	$ 27.74	$ 32.80	$ 36.13	$ 29.11	$ 29.05
27	$ 28.26	$ 33.43	$ 36.82	$ 29.66	$ 29.60
28	$ 28.80	$ 34.07	$ 37.52	$ 30.22	$ 30.17
29	$ 29.34	$ 34.72	$ 38.25	$ 30.80	$ 30.74
30	$ 29.91	$ 35.39	$ 38.98	$ 31.38	$ 31.33

APPENDIX E BLANK

APPENDIX F - CAREER LADDER

SECURITY OFFICER (JOB CODES: 1609, 2009, 2010, 2012)

Security Officer I

- Current job description

Security Officer II - $100

- Successfully complete Security Officer Certification Training
  (*24-hour program offered by Mid-Florida Tech which includes components such as ethics, professionalism, legal issues/civil*
  liabilities, report writing, crime/accident prevention techniques, and patrolling and observation skills)
- Obtain and maintain a Florida Class D Security License

Security Officer III- $200

- Successfully complete Security Officer II requirements
- Successfully complete Benign Restraint/Verbal Diffusion Training (12 hours)
- Successfully complete CPR Training (3 hours)
- Successfully complete Blood borne Pathogens Training (1 hour)

BUS MECHANICS (JOB CODES: 1915, 1925, 1942)

Bus Mechanic I

- Current job description

Bus Mechanic II - $200

- State certification as Bus/Vehicle Inspector

Bus Mechanic III- $500

Automotive Service Excellence (ASE) Certifications for the following:

- Two or more of the eight medium/heavy duty truck certification tests or
- Two or more of the eight automobile certification tests or
- Two or more of the four parts specialist certification tests or
- Two or more of the seven school bus certification tests and/or
- Successful completion of 90 hours of job related training or safety courses approved by the Supervisor

Bus Mechanic IV- $750

- State certification as a Bus/Vehicle Inspector and
- Successful completion of four or more of the Automotive Service Excellence (ASE) Certifications in any one field (school bus, med/heavy truck, parts or automotive) or
- Successful completion of 150 hours of job related training or safety courses approved by the supervisor.

CUSTODIANS (JOB CODES: 1627, 1630, 1904, 1904A, 1905, 1905A)

Custodian I

- Current job description

Custodian II- $100

- Second shift duty hours (shift begins at noon or later)

Custodian III- $200

- Second shift duty hours and
- Successfully complete crew leader training and
- Serve as crew leader

HEAD CUSTODIAN (JOB CODE: 1628)

Head Custodian I- ($200)

- Second shift duty hours (shift begins at noon or later)

Head Custodian II- ($300)

- Successfully complete training course and
- Coordinates the work of 5, but less than 10 custodians

Head Custodian III- ($400)

- Successfully complete training course and
- Coordinates the work of 10 or more custodians

FACILITIES SERVICES –MAINTENANCE - (JOB CODES: 1625, 1636, 1638, 1639, 1641, 1642, 1643, 1648, 1649, 1650, 1924)

Laborer I

- Entry level; basic skills (current Laborer II description)

Laborer II- $200

- Limited lawn/ornamental license (current Laborer I description)

Laborer III- $300

- Refrigerant license and/or
- Contractor's license and/or
- Successful completion of 45 hours training- courses approved by supervisor

Mechanic I

- Current job description skills and/or
- Coordinates laborers

Mechanic II- $500

- Coordinates two or more other mechanics (i.e. crew leader of GM team) or
- Has site-based responsibility for an entire plant and/or
- Chiller certification or other approved trade certification (small engine, welding, backflow preventor) or
- Licensed, bonded locksmith or
- Pest control certification or
- Wastewater treatment certification or
- Successful completion of 90 hours approved training

Mechanic III- $750

- Journeyman electrician license or
- Journeyman plumber license or
- Fire Alarm certification or
- Electronics certification or
- Controls certification or
- Successful completion of 150 hours approved training

Mechanic IV- $1,000

- Two or more journeyman licenses or
- Contractor license or approved chiller certification
- Successful completion of 200 hours of training

Foreman I

- Current job description

Foreman II- $300

- Successful completion of 45 hours of approved training (courses approved by supervisor)

Foreman III- $500

- Special Fire Safety Certification

FOOD SERVICE - (JOB CODES: 1743, 1744, 1745, 1746, 1747, 1749, 1750, 1751, 1752, 1753)

Food Service Cashier- $200

- Complete cashier training verified by the district cashiering team and
- Successful completion of 45 hours of job related training approved by the Director of Food Service or designee.

APPENDIX G - KIDZONE AND BEYOND PROGRAM

- A discounted rate of 20% off of the programs publicized rates will be offered to contracted SCPS employees who are parents/custodial guardians of SCPS children at a different school site then the employee is employed at. The discounted rate will include morning service, where it exists, and afternoon service, from dismissal until 6:00 p.m.
- A discounted rate of 75% off the standard rates for employees receiving limited services for the week if at the same work site as the employee.
- A sibling discount will be provided for each additional child at $5 off the discounted rate.
- An annual non-refundable registration fee is required per child.
- ESSS Care: Service will be contingent upon the ability of the staff to safely accommodate the needs of each child.
- Parent Handbook: All participating families must adhere to the program guidelines.

APPENDIX H - MEMORANDA OF UNDERSTANDING

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