CLASSIFIED BARGAINING UNIT COLLECTIVE BARGAINING AGREEMENT

between the

SARASOTA CLASSIFIED/TEACHERS ASSOCIATION

and the

SCHOOL BOARD of SARASOTA COUNTY, FLORIDA

July 1, 1997 - June 30, 2000
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ARTICLE I - RECOGNITION

A. The School Board of Sarasota County (Board), Florida, recognizes the Sarasota Classified/Teachers Association (Union) as the exclusive collective bargaining representative of the appointed employees in the bargaining unit certified by the Florida Public Employees Relations Commission in Case No. RC-78-021, Certification No. 468, and described herein:

Included: All regular full and part-time (including summer school employees), appointed, non-instructional, classified employees whose job titles are not listed in Appendix F of this Agreement.

Excluded: All supervisory, managerial and confidential employees whose job titles are listed, respectively, in Appendix F of this Agreement, and all temporary non-appointed, casual, and instructional and JTPA employees, and all other employees employed by the Board.

B. The Union recognizes that the Superintendent is the collective bargaining representative of the Board. The Union and the Board mutually recognize that bargaining is conducted solely and exclusively by the representatives as defined in Sections A and B of this Article.

ARTICLE II - DEFINITIONS

ADDRESS

The address of an employee provided by him/her to the Board.

ADMINISTRATOR

An employee of the Board, not in the Union bargaining unit, who is assigned administrative or supervisory responsibilities and is so defined.

BOARD/EMPLOYER

The School Board of Sarasota County, Florida, or its designee.

CAFETERIA PLAN

A Board-provided, negotiated benefit plan that includes multiple options for the employee.

CAP

Career Advancement Program.

COST CENTER

Each individual work site for which the Sarasota County School Board is responsible.

DAY

A duty day of an employee of the Board, unless otherwise indicated in the Agreement.

DEPARTMENT

The following groups will constitute departments in the classified bargaining unit: Transportation, Maintenance, Custodial, Secretarial, Food and Nutrition Services, Aides, Construction, Materials Management, Finance, and Technology and Information
DOE

Florida State Department of Education.

A member of the bargaining unit as defined in Article 1, unless otherwise indicated.

FULL-TIME EMPLOYEE

An employee who is regularly scheduled to work 20 or more hours per week.

LEAD PERSON

An employee who is not a supervisor or an administrator, but who has the responsibility to direct the employees and work of a shop.

NORTH COUNTY

Any school or work site located north of North Creek.

PDC

The Professional Development Center of Sarasota County.

PARTIES

Includes both the School Board of Sarasota County, Florida and Union (Sarasota Classified/Teachers Association, SC/TA).

PERC

The Florida Public Employees Relations Commission.

REGULAR PART-TIME EMPLOYEE

An employee who is regularly scheduled to work fewer than 20 hours per week.

REGULAR WORK WEEK

The regular work week shall be Monday through Friday, Tuesday through Saturday, or Wednesday through Sunday, unless otherwise indicated in the Agreement. Employees hired prior to November 1, 1996 shall not be required to work a normal work week other than Monday through Friday.

SCHOOL CALENDAR

The School Calendar as adopted by the Board. The Board will designate nine unpaid holidays designated by the Board. Before adopting the calendar, the Board will consider the requests of the Union. When an academic school year has a total of 105 weekend days, the unpaid holidays will reflect eight days.

SALARY CLASSIFICATION

A common grouping of salaries as found in Appendix A of this Agreement (specifically, Office Staff, Para/Aides, MIS, Custodial, Maintenance, Food
SERVICE, TRANSPORTATION, AND SPECIALIST.

A specific salary lane as found within Appendix A of this Agreement (e.g., A1, A2, A3, etc.)

A particular lane and step on a given salary division.

Time since effective date of hire in the classified bargaining unit. A classified employee who transferred to the instructional bargaining unit and then returned to the classified bargaining unit will retain prior classified bargaining unit time(s) for seniority purposes, provided that no break in service to the school district occurred. Tie breakers in seniority are defined in Article XV (Reduction In Force) of this Agreement.

A group of two or more employees who perform the same or substantially similar majority job functions and are paid on the Maintenance salary classification.

Any school or work site located south of North Creek.

The Superintendent of Schools or his/her designee.

The Sarasota Classified/Teachers Association.

Voluntary Incentive Program.

The work year for employees covered under this contract will be 12 months, unless otherwise stated in this Agreement.

ARTICLE III - SCOPE OF BARGAINING

A. Scope

The subject of collective bargaining between the Board and the Union shall be wages, hours, terms and conditions of employment of the employees.

B. Procedures

The Superintendent and the Union shall meet at reasonable times to negotiate in good faith and to execute a written contract with respect to agreements reached concerning the terms and conditions of the employee or the employees.
C. Agreement

1. Upon completion of collective bargaining between the Superintendent and the Union, the collective bargaining agreement shall become binding only after it has been ratified by the employees and approved by the Board at a regularly scheduled meeting.

2. This Agreement constitutes the full and complete commitments between both Parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the Parties in written and signed amendment to this Agreement.

3. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be automatically modified by mutual agreement of the Parties to the extent that it violates the law, but the remaining provisions shall remain in full force and effect for the duration of this Agreement.

4. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement.

5. An individual contract which is executed during the term of this Agreement between the Board and an employee shall be made expressly subject to the terms of this Agreement. An individual contract which is executed during an interim period between this and subsequent agreements shall contain a clause providing that after execution of this Agreement, such individual contract shall be brought into conformity with the terms of that Agreement.

6. Each Party shall bear the full cost of its participation in collective bargaining sessions and grievance and arbitration hearings. Time spent during work hours by employees on behalf of themselves or the Union shall be without loss of salary and fringe benefits. However, they or the Union shall reimburse the school system for substitute costs when necessary. Both Parties agree to schedule such activities to interfere as little as possible with instruction of students.

D. Resolution of Impasse

1. Mediation

In the event that an impasse is reached by the Parties during the course of negotiations, either Party may direct a request to the Federal Mediation and Conciliation Services (FMCS) setting forth the date the impasse was reached and a statement as to the nature of the item or items at impasse. Both Parties agree to meet with the mediator selected according to the rules of the FMCS and to attempt to reach agreement by good faith negotiations as rapidly as possible. Should the FMCS decline to assert jurisdiction over a dispute, either Party may request a mediator from PERC. The mediation stage may not be waived except by consent of both the Board and the Union.
In the event that mediation fails to resolve the impasse or a collective bargaining agreement is not reached, the impasse shall go to a Special Master.

2. Special Master

Use of a Special Master shall be in accordance with applicable law.

3. Authorized Committee

If the Union or the School Board rejects in whole or in part the recommended decision of the Special Master, the Chairman of the School Board in conjunction with the Union shall select and appoint a duly authorized committee of three neutral parties to hear the Parties' positions and resolve the disputed issues. The three neutral parties shall be selected from a list supplied and consistent with the procedures of the FMCS. Any financial matters under review by the "Authorized Committee" shall be returned to the Board and the Union for final ratification.

ARTICLE IV - UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS

A. Employer Information

1. The Board agrees to furnish to the Union, in response to reasonable request, all available information concerning the financial resources of the district, including but not limited to annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including county allocations, board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all employees, salaries paid thereto and educational background, and such other information as will assist the Union in developing and proposing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students together with information which may be necessary for the Union to process any grievance or complaint. If production of copies is required to provide such information, the Union will bear all reasonable expenses.

2. All School Board Rules adopted by the Board shall be distributed to all Rule book holders within 30 days of adoption.

B. Payroll Deduction

1. A member of the bargaining unit, and only such a member, may present written authorization to the Board to deduct Union dues and TIGER deduction from his/her salary. Each authorization shall be effective until the earlier of the two occurrences:

a. Loss of certification by the Union as the bargaining agent for the employees covered by this contract.

b. 30 days after written notice of revocation of said authorization by the employee to the Board and the Union.
2. The Union shall pay to the Board a fee of $250.00 per year for payroll deduction for
Union members. The Board shall transmit to the Union any and all deductions within 15
days, except in the case of reasonable delays.

3. The Board’s obligations with respect to said funds are the collection and transmittal of
the funds within 15 days whenever possible, the provision for half-time deduction at the
earliest opportunity, and the provision to take TIGER deductions from the two May
paychecks. The Union, its officers, agents, and members will hold the Board and its
agents harmless for the cost and results of any action which may be brought by any of its
members, groups of members, or agencies of law with respect to the use of disposition of
said funds after they have been transmitted to the Union.

4. The Board is prohibited from any involvement in the collection of fines, penalties, or spe-
cial assessments levied or attempted to be levied upon its employees by the Union, its of-
ficers, agents, or members.

C. Union Meetings and Activities

1. Whenever possible, the Senior Representative or designee shall not be assigned additional
duties so as to carry out those responsibilities associated with enforcing this Agreement.

2. The Union’s Negotiating Committee, not to exceed ten persons at any given time, shall
be granted release time not to exceed five days with pay for contract negotiations.

3. Upon ratification of the Agreement, the Union shall have the authority and the Board
shall approve release time for all bargaining unit members to be provided a contract
briefing while they are in a duty status. This will normally be accomplished during the
first week of school when students are not in attendance or at another mutually agreeable
date and time scheduled.

4. The Union reserves the right to hold meetings at School Board facilities/work locations
upon 24 hour notification to the principal/supervisor by the Union representative.

D. Union Activities at Work Locations

1. Union representatives shall have access to any cost center for the purpose of enforcing this
Agreement consistent with applicable statutes.

2. The Union shall have access to internal mail distribution within buildings as provided by
the principal or director of the respective cost center. Public address systems and other
means of communication which are available within the cost center may be utilized by
the Union for purposes of announcements provided that all announcements are first re-
viewed by the appropriate administrator.

E. Inter-School Mail

Within the guidelines of the U.S. Postal Service and related quasi judicial rulings, the Union
shall have the right to use the inter-school mail facilities and school mailboxes, so long as such
does not include boxes, books, or other bulky material.

F. Time for Union Representatives

1. The SC/TA will be afforded 75 days per semester of Board-paid released time for either instructional or classified bargaining unit members. The SC/TA may allocate these days at their discretion.

Should the SC/TA exceed the 75 days, they will reimburse the Board for all additional days at the appropriate substitute’s rate of pay. These days may be used at the SC/TA’s discretion.

Management may not deny the use of these days except for good cause.

G. Office Space and Equipment

1. The Employer agrees to provide space at each site for a file cabinet so as to protect the confidentiality of Union records.

2. The Employer agrees to provide the Union representative at each site with a file cabinet and typewriter if these are available.

H. Bulletin Boards

The Employer shall provide bulletin boards specifically for the Union in all lounges, planning areas, and employee cafeterias for the purpose of posting Union information.

I. New Employee Orientation

The Union and the Board shall conduct new employee orientation programs at mutually agreeable times.

J. Information from the Board

1. The Board shall provide on a regular basis to the Union lists of vacancies and additions from the bargaining unit including Board minutes.

2. The Board shall provide the Union with a complete set of School Board rules and changes thereof.

K. Parking

Under normal circumstances, employee parking shall take precedence over student parking and shall be in an area as close to the school entrance as possible.

L. Right to Representation

1. No disciplinary action may result from a meeting between an employee and his/her supervisor and/or other management official unless the employee is advised that such a
meeting is for the purpose of discussing discipline or potential discipline, and the employee is allowed Union representation if s/he so desires. If a request for representation is made, it shall be honored.

2. The Union has the right to be present at any meeting of the employer and employee if that meeting is for the purpose of discussing employee competency.

3. The Union retains the right to represent all employees of the bargaining unit consistent with applicable statutes.

4. The Board agrees to notify the Union of any meeting relative to 1 and 2 above at least 24 hours in advance of said meeting except in cases of emergency, and no meeting shall be held unless the time and date are mutually agreeable to the Parties. An emergency is defined as any condition that constitutes a real and immediate danger to the district and any serious charge as outlined in Florida Statutes, Chapter 231. In cases that are described as "emergency" in nature, the meeting shall take place no later than 24 hours after the knowledge of the Parties of such incident.

M. Exclusivity Clause

Only the exclusive bargaining agent, SC/TA, shall have the right to enforce this Agreement, hold Union meetings, distribute Union literature, and have access to the public address system, school grounds, and buildings for Union purposes.

N. Subcontracting

Work normally performed by bargaining unit members will not be subcontracted except under the following conditions:

1. Work load peaks (not to exceed 60 days duration)

2. The custodial and grounds maintenance of non-school facilities

3. Central office administrative support services (i.e., those positions listed in the 7000 cost function which are not allocated to a school based work site or Facilities Services)

4. Those types of services that have been subcontracted by the Board in the past

5. Other exemptions agreed to by the Parties

There will be no layoff of existing employees or reduction in the pay grade of individual employees due to the implementation of these procedures.

O. Committee Appointments

When the Board or Administration establishes district-wide committees requiring the participation of classified bargaining unit members, such members shall be chosen by the Union.
P. Limitation on Use of Substitutes

Other than filling in for an employee on approved leave and in the absence of a hiring freeze, long-term substitutes shall not be used in lieu of full time appointed employees. Vacancies of 60 working days or more in bargaining unit positions shall be posted and filled in accordance with this Agreement.

ARTICLE V - EMPLOYEE RIGHTS

A. Consistent with Florida Statutes, Chapter 447, each employee of the bargaining unit has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or to refrain from any such activity; and each employee shall be protected in the exercise of this right. The Employer agrees that the right to assist the Union extends to participation in the management of the Union and acting for the Union in the capacity of Union representative, including presentation of its view to officials of the Governor, the Legislature, or other appropriate authority. The Employer shall take the action required to assure that employees in the bargaining unit are apprised of their rights under State Statutes and that no interference, restraint, coercion, or discrimination is practiced by the Employer to encourage or discourage membership in the Union.

B. Consistent with applicable statutes, an employee’s off-the-job conduct shall not result in disciplinary action, unless such conduct impairs his/her effectiveness as an employee. Moreover, the Employer recognizes the right of a duly recognized Union representative to express the views of the Union provided they are identified as Union views.

C. No employee shall have disciplinary action taken against him/her because of debt complaint, and the Employer shall not assist the creditor in collecting the debt, unless required by applicable State and/or Federal Statutes.

D. Employee participation in charitable drives and activities is voluntary. Solicitations may be made, but no pressure shall be brought to bear to require such participation.

E. All School Board Rules and policies shall be uniformly administered throughout the bargaining unit.

F. Employees shall not be subjected to personnel practices which are prohibited or in conflict with School Board Rules or policies.

G. Probationary Period

1. All employees shall serve a six month probationary period before becoming regular employees. During the probationary period, employees may be terminated with or without cause.

2. Probationary employees who are recommended for termination will not have rights of appeal nor may they require any written explanation.
3. Probationary employees shall have the right to file grievances in accordance with this agreement except in those instances prohibited by statute or in Section 2 above.

H. Post-School Day Meetings

1. Employees shall not be required to attend any meetings after the normal work day other than normally scheduled faculty meetings, in which the principal requires their attendance. These occasions shall not exceed three times per year.

2. Employees shall not be required to participate in any activities beyond the normal workday other than on a voluntary basis if not in conflict with the Fair Labor Standards Act.

I. Student Transport

Employees shall not transport students except in accordance with School Board Rules.

J. Public Discipline

Except in emergency circumstances administrators shall not discipline employees in the presence of students, parents, other faculty, or staff members.

K.

1. The placement of written reprimands in the official Personnel File shall be in accordance with Florida Statutes, Chapter 231.291. Any employee who is recommended for suspension or termination during the period of contract shall be afforded due process in accordance with State Statutes.

2. If a suspension or termination is deemed necessary because of threat of harm or for the employee's own safety or the safety of others, or for other good reason, s/he shall be suspended with pay until such time as the grievance and arbitration process has been completed and a final decision has been rendered. The Board reserves the right to temporarily reassign employees from their current assignment during the pendency of the grievance and arbitration process.

L. All employees who participate, at their own cost and primarily on their own time, in the production of tapes, publications, or other produced educational material, shall retain residual rights should they be copyrighted or sold by the Board.

M. Employees with elementary school-aged children will be considered to be in a hardship position and will therefore be eligible for an automatic supervision hardship reassignment of their children to their parent's elementary school work site.

N. The Board agrees to require the fingerprinting of existing employees only as required by state statute or law enforcement officials. In such cases, the Board will bear the cost of all such testing (this does not include the fingerprinting of new employees).
ARTICLE VI - MANAGEMENT RIGHTS

A. Nothing in this Agreement shall be construed to limit or impair the right of the Board to exercise its sole discretion, providing such exercise is consistent with the express terms of this Agreement and in keeping with federal and state laws on all of the following matters:

1. to manage the school system and to exercise sole, exclusive control and discretion over the organization of the Board and of the Sarasota County School System and the operations thereof.

2. to determine the purpose and functions of the Board and its constituent agencies, divisions and departments.

3. to perform those duties and exercise those responsibilities which are assigned to it by law or by regulations of the State Board of Education and by State Law.

4. to determine and adopt such policies and programs, standards, rules and regulations as are deemed necessary for the efficient operation and general improvement of the Board’s school system and to subcontract such operations and services to the extent deemed practical and feasible to the Board.

5. to set methods, means of operations, and standards of services to be offered throughout the Sarasota County School System and to subcontract such operations and services to the extent deemed practical and feasible to the Board.

6. to decide curriculum and to supplement minimum course of study prescribed by the State Board of Education for all schools.

7. to determine and re-determine job content.

8. to decide the number, location, design, and maintenance of its schools, departments and facilities, supplies and equipment.

9. to determine the qualifications of all employees of the Board, to select, hire, lay off, assign, transfer, promote, demote, and direct all employees of the Board consistent with this Agreement.

10. to discharge and suspend any employees of the Board and to take other disciplinary action against such employees for cause and to relieve such employees from duty because of lack of work or for other legitimate reasons.

11. to make, issue, publish and enforce policies, procedures, rules and regulations not in conflict with the express provisions of this Agreement or applicable law, as it may from time to time deem best for the purpose of maintaining effective operation and order and safety in the schools. Notice thereof shall be given the Union and the employees. Compliance therewith by the employee shall thereafter be required unless and until rescinded or amended by the Board.
12. to exercise other rights to manage the school system and the educational processes which
are not recited in or expressly limited by this Agreement.

B. Any of the rights, powers, or authority the Board previously possessed or enjoyed prior to this
Agreement are retained and may be exercised without prior notice to or consultation with the
Union except as expressly abridged, limited, or modified by the written terms of this
Agreement.

C. The Board has the sole, exclusive right to direct the managerial, supervisory, administrative
personnel, and any other person not covered by this Agreement to perform any task in con-
nection with the operation of the school system, whether or not performed by the employees
within the bargaining unit.

D. The Board hereby retains and reserves all rights, powers, duties, authority and responsibility
conferred upon and vested in it by laws and constitution of the State of Florida.

E. When the Superintendent is presented with an emergency situation which in his/her opinion
presents real or potential danger to an entire school center, s/he may so notify the Union and
permit the Union to meet with the Administration to discuss the problem.

F. Physical and Psychiatric Examinations: The Board may at any time and for sufficient reasons
require any classified employee to submit to a physical or psychiatric examination or test to
determine that employee's fitness for employment. The cost of such examination or tests re-
quired by the Board shall be paid by the Board. The employee reserves the right to select the
physician, psychiatrist, or psychologist from a group of three selected by the Board to con-
duct such tests. The employee may submit other written results of examinations or tests ad-
ministered by a physician, psychologist, or psychiatrist of the employee's choice and per-
formed at the employee's expense within 21 days after receiving notice from the Board that
such exam or testing is required; and the results of such examination or test shall be consid-
ered along with the results of required examinations or tests. A determination resulting from
any such examination or test that the employee is not fit to perform all of the material duties
of his/her position shall be considered one of the grounds constituting just cause for the ter-
mination of that employee's employment. If the Board requires any employee to submit to
any such examination or testing, the requirement must be presented to the employee in writ-
ing; and the written requirements shall state the reason that the examination or test is being
required. The failure or refusal of any employee to submit to justifiable Board requests for
testing may be considered one of the grounds constituting just cause for the termination of
employment. Any and all examinations conducted as a result of this Section shall be confi-
dential in nature and shall not be released except on those occasions as required by Florida
Statute.

ARTICLE VII - CHANGES IN PAST PRACTICES/TERMS/CONDITIONS OF EM-
PLOYMENT

A. The Parties shall continue past practices, terms, and conditions of employment unless said
practices, terms, and conditions of employment have been altered or changed within the con-
fines of this Agreement.
B. The appropriate administrator shall consult with the cost center Senior Representative prior to implementation of any change in terms and conditions of employment.

ARTICLE VIII - FAIR PRACTICES

A. There shall be no discrimination against employees because of race, creed, color, age, sex, handicap, marital status, national origin, religious and political belief or activity, or religious activities outside the school day and school premises.

B. Neither the Board nor the Union shall discriminate against employees because of membership in the Union.

C. Employees covered by this Agreement shall have the protection of all the rights to which they are entitled by the Constitution of the United States, Federal Statutes, the Florida State Constitution, Florida State Statutes, and DOE policies and regulations.

D. Sarasota County School Board shall comply with State Statutes on Veteran's preference and Federal Statutes on nondiscrimination on the basis of religion, race, national origin, color, sex, or handicap.

ARTICLE IX - SALARIES

A. Salary Schedules

The salary schedules for employees are set forth in Appendix A of this Agreement. All salaries paid by the Board are in full compensation for all duties assigned to employees unless additional compensation is expressly provided therefore by the Board.

B. The 1997-98 salary reopen agreement is as follows:

1. Effective July 1, 1998, all employees will receive an across-the-board increase of 2.5% for the 1998-99 school year. This increase will be added to the respective salary schedules.

2. All employees are guaranteed an increase in their normal rate of pay of no less than 4% (four per cent) over their normal rate of pay for the 1998-99 school year. This provision does not apply to employees hired after July 1, 1998. Salary increments (i.e., steps) and increases in longevity bonuses will apply towards this calculation, movement from one salary lane or schedule to another will not apply. Any employee not receiving a minimum 4% increase in his or her normal pay will be paid a one time cash bonus which when added to the 2.5% across-the-board increase will yield a 4% increase in that employee's normal pay. Normal pay is defined as the employee's current lane and step for his/her normal work year. Extra duty days, longevity payments, summer school, overtime pay, and supplements are not considered part of a employee's normal pay. This cash bonus will be paid in December of 1998.
3. Employees whose salary levels are frozen will receive a cash bonus of 1.5%. These employees are not eligible to receive the across-the-board increase.

C. Longevity Schedules

The longevity schedules contained herein (Appendix A) will appear on the salary schedules. Those payments will apply toward retirement credit with the Florida Retirement System.

D. Method of Payment

1. Each employee will be paid semimonthly on the 15th and last working day of each month (with the exception of the last paycheck for ten month employees, which will be received on June 15th or the last workday prior to June 15, should June 15 fall on a weekend).

2. When a payday falls on or during a school holiday, vacation, or weekend, which is stipulated on the adopted calendar, employees shall receive their paychecks on the last previous working day.

E. Payroll Errors

1. Under normal circumstances, necessary corrections of payroll checks shall be made within five days of notification.

F. Temporary Assignments

1. Classified employees assigned to temporary positions shall be paid at a rate commensurate with that position or their normal pay rate, whichever is higher.

G. In-service Training Points

1. Classified employees may earn in-service credit points by participating in prescribed, preplanned activities.

2. Prior approval on the appropriate Professional Development Center form from the employee's administrative supervisor is required before points will be certified as earned. In-service points may not be earned during regular duty hours. This includes sick days when a stipend is paid. Classified employees will be remunerated in an amount equal to the prevailing hourly federal minimum wage for each in-service salary point earned to be paid after a minimum of nine salary points are earned. No classified employee shall be paid for more than 200 salary points in any one school year (July 1 through June 30). All payments are a one time stipend and will not become part of the employee's base salary. Classified employees earning in-service salary points during a given school year will be paid at the end of that year if they have earned the minimum of nine salary points. There will be no salary point carry-over from one school year into the next.

3. Nine points earned during a school year will yield nine times the prevailing Federal hourly rate to the employee. Eight points or fewer yields no remuneration. Up to 200 points yield that number multiplied by the prevailing Federal minimum wage hourly
4. Regular and special meetings required to carry on the operation of the district shall not be counted for in-service points unless especially designated by the Superintendent.

5. Salary increments for in-service credits earned prior to September 30, 1981 will be "grandfathered" and paid annually. For each salary increment (30 clock hours) earned prior to September 30, 1981, payments will be made as follows: a) Office Staff Personnel - $5.00 per month; b) Teacher Aide Personnel - $0.25 per day; c) Classified Specialists - $5.00 per month; d) Food Service Personnel - $4.50 per month; e) Transportation Personnel - $4.50 per month.

H. Night Differential

Night differentials will be paid in accordance with the following:

1. Second Shift (beginning on or after 12 o'clock noon) - additional 5%.

2. Third Shift (beginning on or after 10 o'clock PM.) - additional 10%.

I. Step increases are granted one time per year (on July 1 of the current year) to employees who have completed service, in this unit, equal to one half of their work year. Partial years may not be combined to achieve a full year of service.

J. When an employee moves from one salary classification to another, s/he will be placed on his/her new salary lane in such a manner that places the employee one step above his/her former hourly wage. Should this not qualify an employee for a higher step placement than s/he would have received had s/he been hired directly into that position, the employee will be placed into that step determined by Section K(1) below. However, when an employee moves from one salary lane to another within the same salary classification, s/he will move laterally, retaining his/her former step placement on the new lane.

K. No employee's salary level will be decreased due to a reclassification of his/her position. Any such employee will move to his/her new salary lane and step but will have his/her salary level frozen at the present dollar value of his/her base rate of pay until such time as the dollar value of his/her new salary level equals or surpasses his/her frozen value. At that point the employee will no longer continue to have his/her salary level frozen. Employees who are having their salary levels frozen will receive all applicable longevity and negotiated bonus payments but will not receive any negotiated "across-the-board" increases or step increments.

L. Rules for Salary Placement

1. For purposes of determining initial placement on the appropriate salary schedule for new employees, one step will be granted, up to a maximum of three steps for each two full years of related experience. The employee's initial step placement will then be one step above that determined herein.

2. If an employee employed by the Board resigns his/her position and subsequently is re-employed by the Board, s/he will be given salary credit for his/her prior service up to a
maximum of Step 6 on his/her respective salary lane. Each rehired employee will receive one year’s credit for each year of prior related experience with the School Board of Sarasota County. In no event, will a returning employee be placed on a higher step than that on which s/he was last placed. Prior service time will apply to the determining of the appropriate longevity bonus (however, no additional employees will be placed into the 11-15 year longevity grouping).

3. When an employee who had not previously been a member of the classified bargaining unit moves from an instructional position to a classified position s/he will be placed on his or her new salary schedule in such a fashion as to minimize his or her salary injury. If an employee had been a previous member of the classified bargaining unit and has remained in continuous employment with the Board, s/he will be placed on his or her new salary schedule as if s/he had remained in continuous employment in the classified bargaining unit.

ARTICLE X - WORKDAY

A. The regular work week shall be Monday through Friday, Tuesday through Saturday, or Wednesday through Sunday, unless otherwise indicated in the Agreement. Employees hired prior to November 1, 1996 shall not be required to work a normal work week other than Monday through Friday.

B. The normal workday and workweek, excluding lunch, shall for full-time employees, as defined in this Agreement, be as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Per Day</th>
<th>Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management Information Services</td>
<td>7.5</td>
<td>37.5</td>
</tr>
<tr>
<td>Office Staff Personnel</td>
<td>7.5</td>
<td>37.5</td>
</tr>
<tr>
<td>Food Service Assistant II</td>
<td>7.5</td>
<td>37.5</td>
</tr>
<tr>
<td>Food Service Manager</td>
<td>8.0</td>
<td>40.0</td>
</tr>
<tr>
<td>Custodial Personnel</td>
<td>8.0</td>
<td>40.0</td>
</tr>
<tr>
<td>Maintenance Personnel</td>
<td>8.0</td>
<td>40.0</td>
</tr>
<tr>
<td>Paraprofessionals and Teacher Aides</td>
<td>7.0</td>
<td>35.0</td>
</tr>
<tr>
<td>Transportation Personnel</td>
<td>4.0(Min)</td>
<td>20.0(Min)</td>
</tr>
<tr>
<td>Transportation Maintenance Personnel</td>
<td>8.0</td>
<td>40.0</td>
</tr>
<tr>
<td>Classified Specialists</td>
<td>7.5</td>
<td>37.5</td>
</tr>
</tbody>
</table>

C. All employees working four hours or more will receive a 15 minute break. Those employees working seven hours or more per day will receive two 15 minute breaks.

D. No employee shall be required to work through his/her lunch period.

E. Classified employees shall be paid at the rate of one and one half times their regular hourly rate for hours worked in excess of 40 hours a week. Hours worked on a designated paid holiday shall be paid at one and one half times the regular hourly rate in addition to the employees regular pay. Overtime work will be distributed among qualified employees in the same classification within the cost center on an equitable basis by rotating such work through the
appropriate seniority list. This does not preclude the administration from selecting a specific employee to perform tasks which require that employee’s special expertise.

In maintenance and custodian cost centers where more than one employee is eligible to earn overtime the following rules shall apply:

1. A seniority list shall be posted.

2. Overtime shall be awarded by rotating seniority (i.e., from the most senior to the least senior on the list) in the following manner:

   a. Overtime refused shall be charged to the refusing employee.

   b. Overtime offered and refused within 48 hours of its commencement shall not be charged against the employees as provided in (a).

   c. Overtime not requiring specific work skills may be offered to school employees outside the cost center or department if all the eligible employees within the department or cost center have refused it.

   d. Any deviation from rotating seniority shall be limited to:

      (1) employee eligible for the overtime does not possess the skills necessary or,

      (2) an emergency exists requiring immediate action.

   e. Overtime requiring more than one regular shift shall be divided between two or more eligible employees.

3. Following the first cycle through the seniority list deviation from rotating seniority will be made when necessary for equalizing the overtime earned (i.e., person with the least earned overtime will be offered overtime).

F. When the administration requires overtime work, an employee will be paid at the rate of one and one-half times his/her regular hourly rate for all hours worked in excess of 40 hours in a week. They will also be paid at the rate of one and one-half times their hourly rate for all hours worked in excess of eight hours in a given work day (or over ten in the four day work week). Employees who have had unpaid or unauthorized leave shall not be eligible for time and one-half pay during the week in which the leave occurred unless the actual hours worked exceed 40 hours. Employees who work additional hours beyond their normal work week at regular part-time employment within the school system (i.e. late afternoon and evening programs) shall be exempt from this provision.

G. When the administration requires an employee to return to work on other than his/her regularly assigned shift, the employee shall receive a minimum of two hours pay at time and one-half his/her regular hourly rate.

H. Employees shall be given 30 days notice in writing of any shift adjustments except as otherwise provided in this Agreement and in cases of emergencies. The needs of the employee shall
be accommodated whenever possible.

I. In no instance shall compensatory time be utilized in lieu of payment for services.

J. When applicable, employees shall be paid in accordance with the Fair Labor Standards Act.

K. Overtime work will be distributed among qualified employees in the same classification
within the cost center on an equitable basis by rotating such work through the appropriate
seniority list. This does not preclude the administration from selecting a specific employee to
perform tasks which require that employee's special expertise.

ARTICLE XI - CLASSIFICATION WORKING CONDITIONS COMMITTEE

A. Organization

The working conditions committees shall be organized to meet with the appropriate adminis-
trators at mutually agreeable times. Meetings shall be held at mutually agreeable times and
locations and a written agenda shall be provided prior to any scheduled meeting. Released
time will be provided as needed. Working conditions committee members shall be selected
by the Union.

B. Powers and Responsibilities

The committee shall advise the appropriate administrators of policies and regulations which
are of mutual concern to the well being and safety of the employee. The committee will not
have the authority to alter any of the provisions specified in this Agreement.

ARTICLE XII - PERFORMANCE EVALUATION

A. Staff Evaluation Procedure

1. Each employee shall be evaluated by the Cost Center Head or his/her administrative
designee when deemed necessary, but no less than once every three years.

2. All evaluations shall be in written form utilizing the format adopted by the School Board
(Form Adm. 10) or other format which has been mutually agreed upon by the Parties.

3. Signing of Evaluation: The employee may sign and date the written evaluation indicating
that s/he has read the written evaluation and has had the opportunity of making com-
ment on the evaluation. The employee may request that additional comment pages be
added to the evaluation if s/he so desires. If the employee declines to sign a completed
evaluation form, s/he shall, within ten working days, provide a signed statement either
stating his/her intent to grieve or present a rebuttal to be attached to the evaluation. An
employee shall not be requested nor required to sign a blank or incomplete evaluation
form.
B. The evaluator shall make one of the following recommendations on each evaluation:

1. The person be continued in his/her position of employment.

2. The person be continued in his/her position of employment but be given additional training in specified areas.

3. That the person be placed on a NEAT process which if not completed successfully, could lead to a possible termination of his/her employment.

C. NEAT Process

1. If a NEAT process is recommended by the evaluator, the evaluator and the employee must meet within 20 working days of the time that the evaluation was presented to the employee in order to begin implementation of the process. At the first meeting, the evaluator must specifically outline areas of unsatisfactory performance and present what improvements would be necessary for the performance to be considered satisfactory. The evaluator must also recommend prescriptions for improvement in the specific areas of concern. The employee has the right to have Union representation at all meetings during the NEAT process.

2. Within 20 working days of the first meeting of the NEAT process, a written plan of improvement must be presented by the evaluator to the employee. The plan must define specific persons, procedures, activities, or training which will assist the employee in achieving success. If a plan of improvement is not agreed upon by the Parties within ten days after presentation, the evaluator's plan may be implemented.

3. The plan evaluation period will last for at least 180 days. The plan will outline specific meeting times for the evaluator and the employee to share feedback on the progress of the plan. Mandatory meetings will be held on days 30, 60, and 120 of the evaluation period.

4. Within ten days of the conclusion of the 180 day evaluation period, the evaluator will undertake another complete evaluation. If the employee has not achieved the goals of the improvement plan s/he may be recommended for termination. The result of the evaluation will be presented to the employee at the final evaluation meeting.

ARTICLE XIII - PROFESSIONAL DEVELOPMENT CENTER

The Board will continue to promote appropriate educational programs through the Professional Development Center for purposes of maintaining and improving the skills of classified employees.
ARTICLE XIV - TRANSFERS/PROMOTIONS

A. Voluntary Lateral Transfers

1. Custodian and Food Service Divisions

a. Twice a year bid meetings will be held in a central county location in order to fill all eligible vacancies that have occurred since the previous bid meeting. Senior head custodian, head custodian, lead man, food service assistant manager and manager positions will not be included in the bid meeting process.

b. Vacancies created between bid meetings may be filled temporarily until they can be properly bid. Management may choose to delete a position when it becomes vacant and not put it up for bid. A deleted position will not be filled.

c. Before each bid meeting an up-to-date seniority list for custodians, and food service workers will be given to the Union. This list will be the final authority for determining seniority at the bid meeting. The process to break ties will be to (1) utilize date of hire, (2) date of application, and (3) where necessary, toss of coin will be utilized. The tie breaking process shall be valid for both bid meetings held during the year. A bidder for a food service position that requires a specific level of the career ladder shall have achieved at least that level of the career ladder the specific position requires.

d. Management shall inform the Union of the date, time, place and positions to be bid at least two weeks prior to the meeting. The same information will be distributed to custodial and food service employees through pony. Management may add new vacancies to the bid list up to the day of the bid meeting.

e. Positions will be bid in alphabetical order by cost center. A custodian or food service employee must be present at the bid meeting except as provided for in Section f in order to bid on a position. A bid on a position will not be valid unless made by the person who will fill the position. The current position of a successful bidder will be put up for bid after all listed vacancies have been bid. Vacancies will continue to be bid until all are filled or until no one bids on the remaining vacancies.

f. A custodian or food service employee may submit an absentee bid form if they are unable to attend the bid meeting. Absentee bids will only be accepted on vacancies which have been advertised in advance of the bid meeting on the official announcement. A custodian or food service employee must submit a separate absentee bid form for each job they wish to bid on. Absentee bids must be received either in the office of the Executive Director of Facilities Services or the office of the Coordinator of Food Services, whichever is appropriate, two working days in advance of the bid meeting. There is no limit to the number of jobs that can be bid on. After an absentee bidder is successful on any bid, all other bids will be pulled. Absentee bids will compete with bids from other custodians and food service employees at the bid meeting.

g. All bids are final and binding at the conclusion of the bid meeting.
h. After the bid meeting, a date will be set on which all job changes will take place. The date will not exceed 30 calendar days after the bid meeting.

2. Aides, Office Staff Personnel

a. Procedures for Cost Centers Utilizing an Approved Shared Decision Making Model of Governance: The Parties agree that recommendations regarding the selection and lateral transfer of staff are best made when they are arrived at through a process which involves the staff with whom the individual so recommended will be working. The working relationships within cost centers are vital to meeting the educational goals of the district; therefore, broad participation by staff in developing such recommendations should be achieved whenever possible. In cost centers which have had a shared decision making model of governance approved by the School Board and the SC/TA, the following procedures for selection and lateral transfer of staff will apply unless a waiver of this section has been granted by the Parties to this Agreement.

(1) Personnel Functions of the Cost Center Management Team or its Designee: The Cost Center Management Team will (a) recommend a set of minimum qualifications to be utilized in any posting of a staff vacancy in the cost center, (b) establish a procedure for screening applications for each such vacancy, with such procedure to provide for the participation of staff from the cost center administration, grade level, department, or team of the vacancy, (c) establish an interview procedure for each such vacancy, with such procedure to provide for the participation of staff from the cost center administration, grade level, department, or team of the vacancy, and (d) based upon the recommendations of the interviewers, recommend to the Superintendent the most qualified candidate for each such posted vacancy.

(2) Seniority to Govern in Filling Vacancies, When All Other Qualifications are Substantially Equal: The committee shall recommend the candidate with the best qualifications for the vacancy. When the qualifications of two or more candidates are substantially equal, then the candidate with the greater seniority of employment with the Sarasota County School Board shall be recommended for the vacancy.

b. Procedures for Cost Centers Not Utilizing an Approved Shared Decision Making Model of Governance: The Parties recognize that all cost centers may not operate under approved, shared decision making models. For such cost centers, the following procedures for selection and lateral transfer of staff will apply:

(1) When a vacancy is known to be in existence, said vacancy shall be posted in accordance with the terms set forth in this Agreement. Employees wishing to transfer to said vacancy shall express their written request to the cost center head and to the Human Resources Office. Employees applying for a lateral transfer within classification must possess the necessary qualifications for the vacant position. Lateral transfer requests shall be filled in accordance with seniority within the district.
(2) Appeal of Voluntary Transfer Determination: If, in the judgment of the cost
center head, the staff member selected under this process for lateral transfer is
not qualified for the position, he/she shall provide a written justification to the
Superintendent of Schools. The Superintendent shall refer the justification to
the SC/TA President for his/her concurrence. If the Superintendent and the
President do not agree, the matter will be presented for final determination to a
neutral third party mutually selected by the Superintendent and President.

3. Voluntary Transfer to a Different Salary Lane

a. Voluntary lateral transfers will be granted prior to filling a vacancy for voluntary
transfer to a different salary lane.

b. Each vacant position will be posted county-wide for a period of ten working days.

c. The position in question will be offered to the most senior, qualified applicant. In
the case of aide or secretarial positions, the procedures outlined in Article XIV, Sec-
tion A(2) will be applied to determine the successful applicant. The successful appli-
cant must possess all minimum job qualifications contained within the job posting.

d. In order to be eligible for such voluntary transfer, the employee must not have re-
ceived an Unsatisfactory rating on his/her most recent Performance Evaluation.

e. Any employee transferring to another salary lane pursuant to this section will be
placed on a 180 day probationary period in his/her new position. During this period,
the employee may not be evaluated in the first 30 calendar days. Should any per-
formance concerns emerge after the first 30 days, the respective administrator will
provide written notification to the employee of his/her failure to meet the adminis-
trator's expectations. This notification will include specific recommendations that if
completed or corrective action is demonstrated, would lead to the employee's suc-
cessful completion of the probationary period. Any employee will be given a mini-
imum of 120 days to address these written concerns. The 180 day probationary pe-
riod will be extended as needed to conform with the 120 day assistance period, but
in no event will exceed a total 240 days duration.

f. An employee who is unsuccessful in his/her probationary period or who desires to re-
turn to his/her former position, during the probationary period, will be returned to
his/her former position or a substantially similar position (in terms of hours, pay
grade, and job duties).

B. Involuntary Transfers

1. Voluntary transfers shall be sought prior to initiating any involuntary transfers.

2. The employee with the least amount of appointed seniority in the system shall be invol-
untarily transferred before a more senior employee.

3. Involuntary transfers will not be used for disciplinary reasons.
4. Employees to be involuntarily transferred will be placed in accordance with those procedures outlined in Article XV, Reduction In Force.

C. Promotions

1. Where a career ladder or voluntary incentive program exists, the employee must have completed those requirements associated with the position being sought.

2. Lead person positions will be filled on the basis of department-wide seniority.

3. All administrative vacancies shall be posted in accordance with School Board Rule 4.104.

4. Any employee possessing the appropriate promotional qualifications may apply for an administrative vacancy.

5. The Board shall utilize to the maximum extent possible, the skills, talents, and qualifications of its employees and shall fill position vacancies by promoting from within in accordance with current School Board Rule 4.104 or any career ladder or voluntary incentive program.

D. Temporary Assignments Above Grade

Any employee assigned to a temporary position shall be paid at a rate commensurate with that position or his/her normal pay rate, whichever is higher.

E. Former Members of the Instructional Bargaining Unit

A former member of the classified bargaining unit who transferred to the instructional bargaining unit and remained in continuous employment with the Board, will be permitted to return to his or her former job classification, should such a position be available. Should a position not be available on the employee’s former job classification, the employee would be returned to a similar position and will be granted a right to recall to the his or her former salary lane. Such employees pay will be computed in a manner specified elsewhere in this Agreement.

ARTICLE XV - REDUCTION IN FORCE

If the Board, in exercising its right to determine the number and nature of the positions in the School system, takes action to reduce staff within particular job classifications, the following provisions shall apply:

A. Definitions

1. Basic Qualifications:

Basic qualifications are the minimum qualifications required in the most recent job description. In those cases where no job description exists, the employee will be given the opportunity to demonstrate whether s/he meets the minimum qualifications necessary.
for the position in question (e.g., interview, testing out).

2. Reduction in Force (RIF):

A reduction in force is said to exist when the number of personnel within any given job or salary classification is reduced or when the number of classified bargaining unit employees exceeds the number of positions in the classified bargaining unit.

3. Department:

The following groups will constitute departments in the classified bargaining unit: Transportation, Maintenance, Custodial, Secretarial, Food and Nutrition Services, Aides, Media and Instructional Materials, Construction, Purchasing, Finance, and Technology and Information Services.

4. Salary Equalization:

For purposes of comparing different salary schedules, comparisons will be made based upon the top hourly wage of each schedule. When an employee is moved from one salary schedule to another due to being displaced, s/he will be moved in such a fashion to minimize any salary injury incurred by such a move. This will take precedence over any salary implementation language found elsewhere in the agreement.

5. Seniority:

Classified employees will be subject to layoff based on the least amount of continuous service in the Sarasota County School System. Seniority for layoffs will cover all cost centers in system wide fashion. Seniority will be defined as time since effective date of hire in the classified bargaining unit. A classified employee who transferred to the instructional bargaining unit and then returned to the classified bargaining unit will retain all prior classified bargaining unit time(s) for seniority purposes, provided that no break in service to the school district occurred.

6. Date of Hire:

The effective starting date as designated by School Board action in appointing a given employee will be considered to be his/her official date of hire. In cases of ties with regard to Board appointment, the date and time of receipt of the application shall apply. In cases where no time stamp exists, the date of the application will be the deciding factor. Should a tie still exist, ties will be broken by a coin toss.

B. Procedures

1. Preferences - Each employee will complete a preference form which may be updated until the placement process is undertaken. The form will include a listing of the employee’s work site preferences and whether or not s/he would desire a voluntary transfer to a particular work site(s).
2. Placement

a. Each cost center will compile a list of all positions to be eliminated for the following school year. At that time the cost center head will also identify the least senior employee at that cost center currently working within the job classification in which the position(s) is/are being eliminated. Pursuant to the procedures outlined in subparagraph (b) below, the cost center head, prior to May 20 of any given school year, will transmit to the Human Resources Office a listing of all positions eliminated, employees surplussed, and vacancies anticipated.

b. The employee(s) to be surplussed at each cost center will be the least senior at that cost center currently working within the job classification of the position(s) to be eliminated; provided, however, that an employee who has had his/her position eliminated may elect to remain at that cost center should s/he possess more seniority than another employee at that cost center holding a position for which the employee is qualified in his/her present job classification. In such a case, the employee possessing the least seniority at that cost center will be surplussed. An employee whose position has been eliminated must be given the opportunity to elect to remain at his/her cost center in another position in his/her former or a lower job classification for which s/he is qualified, and must exercise his/her election, prior to surplus lists being transmitted from the cost center to the Human Resources Office (with the appropriate salary adjustment).

c. Upon receipt of surplus lists from all cost centers, the Human Resources Office will compile a listing, in seniority order, of all employees who have been surplussed. That listing, as well as a listing of all vacancies county-wide (excluding Board approved charter schools), will be posted for a period of five working days. Employees may update their preference lists through the conclusion of this five day period.

d. All employees will be placed into vacant assignments on a seniority basis based upon their expressed preferences (excluding Board approved charter schools). The most senior surplussed employee will be considered first and placement will continue on a seniority basis. Each employee must be certified and endorsed (where required by the State) for the assignment selected. During the placement process, if no vacancy remains for which an employee is certified, the employee will replace the least senior employee in either the north or south county region (as selected by the employee) in his/her area of certification. The employee may elect to switch his/her region selection and pick from vacancies in the other location. This process will continue until there remains no employee on the surplus list who has more seniority than any employee in the district holding a position in that area of certification. Those employees who are junior to all others in the district within their areas of certification will thus be identified. Those junior employees, for whom there are no positions available within their areas of certification, will be laid off. Those laid off employees will have recall rights within the parameters set forth elsewhere in this Agreement.

e. During the placement process, should an employee not be reassigned due to his/her failing to be assigned to one of the work sites stated on his/her preference form or because a Preference Form was not filed, management will attempt to contact said employee to explain to him/her those positions remaining available at that time.
Should management not be able to contact said employee, the employee will be reassigned to a cost center and position most closely resembling that which they were last assigned or those expressed on their preference form. Should said employee upon his/her return not agree with the placement, s/he will be allowed to exercise his/her seniority for any remaining unfilled positions for which s/he is qualified.

C. Return to Former Placement

Any employee displaced from his/her position due to the implementation of those procedures described above will be able to return to a position vacancy at his/her last former work site at his/her present or former job classification for which s/he is qualified or in the case of an employee who has suffered an involuntary reduction in his/her job classification, to any position vacancy, county-wide on his/her former job classification should such a position become available within a period of five years. Such return will be automatically granted upon receipt of the employee’s request and will be undertaken on a seniority basis in the order specified in Article XVI. It will be the employee’s responsibility to monitor such opportunities.

D. Notification

The Board agrees to provide notice of the layoffs to the affected employees and the Union at least ten work days before any action is taken. Notification of layoff shall be sent by certified mail to the affected employee. It is the employee’s responsibility to keep the Human Resources Office informed of his/her current address.

E. Job Placement Assistance

Any laid off employee will be offered job placement assistance and counseling services by the Board to assist him/her in securing other employment.

F. Administrators Returning to Bargaining Unit

Any administrator who returns to a bargaining unit position with the appropriate reduction in salary and a surrendering of his/her administrative status will begin to earn seniority placement within the unit at that time. Any administrator who had previous status within the bargaining unit and has not had a break in service shall retain those previous years in the bargaining unit toward his/her seniority status. All administrators returning to the bargaining unit will be placed into vacancies following those procedures described below.

ARTICLE XVI - RECALL

A. Laid off employees shall be recalled to their job classification in inverse order of layoff.

B. Laid off employees will be given right of first refusal for any position in their own or a lower salary classification for which they meet the minimum job qualifications. Failure to accept a lower salaried position does not constitute failure to accept an offer of recall as defined below.
C. Employees will be recalled or placed into vacant positions in the following order:

1. Laid off employees returning to duty.

2. Employees returning to their former salary lane following an involuntary transfer to a lower salary lane (employees retain this right for a period of five years following their involuntary transfer). Any employee who was placed on a higher step due to the implementation of those procedures outlined in Article XV, Section A(4) of this Agreement will be returned to his/her former salary lane and will be placed on the step upon which the employee would have been placed had the employee been continuously employed in his/her former salary lane.

3. Employees returning to their former work site following an involuntary transfer (employees retain this right for a period of five years following their involuntary transfer).

4. Employees returning to duty from a leave of absence.

5. Voluntary transfer of employees.

Positions will be filled on a seniority basis within each of the above mentioned groupings.

D. A laid off employee will be given by registered or certified mail ten calendar days notice of recall. A laid off employee shall inform the Board in writing of his/her acceptance or rejection of recall within ten calendar days of receipt of the registered or certified letter or within 20 calendar days of the mailing of the notice, whichever is earlier. In the event the employee does not respond within the time line, the Board is released from recall obligations, and the employee will be deemed to have voluntarily resigned from the employment of the Board. It is the employee’s responsibility to keep the Board informed of his/her current address.

E. Employees will be on layoff for a period not to exceed two years from date of layoff or until recalled or recall is declined, whichever is sooner.

ARTICLE XVII - PAID LEAVES

A. Sick Leave

1. Sicknesses or Death

a. Each full-time employee is entitled to four days of sick leave as of the end of the first month of employment of each current year, and thereafter is credited with one additional day of sick leave at the end of each month of employment. However, no employee may earn, during a fiscal year, more than a total of one day of sick leave for each month of employment. The unused portion of sick leave shall accumulate from year to year to the limit permitted by statute. “Sick Leave” shall be defined as personal illness or disability of the employee, or illness or death of a member of his/her immediate family. “Immediate Family” shall be defined as a spouse, parent, child, brother, sister, grandparent, parent-in-law, sister-in-law, brother-in-law, other close relative, or member of his/her own household.
b. A sick leave bank is set forth in Appendix E which is attached hereto and made a part hereof.

c. Sick leave credit may not be transferred or loaned to another employee.

2. Personal Days

Each employee shall be provided six days to be used for the employee's personal business or emergencies. A personal leave day may be used for any purpose at the discretion of the employee, except as outlined below. An employee planning to use a personal leave day or days shall notify his/her cost center head at least 48 hours in advance, except in case of emergency. Such personal leave shall be charged to sick leave and not be cumulative. Leave forms shall be available at the cost center locations, and they are to be filled out upon the employee's return from such leave. “Personal Leave” shall be adequate explanation for such leave. The employee upon return to duty shall fill out the standard leave form explaining the emergency in those cases where less than 48 hours notice has been given.

3. Days Immediately Preceding or Following a School Holiday

An employee requesting a personal day for a work day immediately preceding or following the days listed below must receive prior approval at least one week in advance from the cost center head. The cost center head may deny a personal day request during this time period, due to a lack of availability of substitutes. The cost center head will make all reasonable efforts to ensure the approval of such requests are fairly distributed among the employee requests. Any employee requesting a sick day for a period of time continuous with one of the aforementioned days may be asked to provide medical documentation for the day in question. Failure to provide such documentation will lead to a forfeiture of the employee's pay for the day in question (i.e., unpaid leave).

Thanksgiving Recess  President's Day
Winter Recess  Spring Recess
Martin Luther King Day  The last day of student attendance
Memorial Day

B. Illness-In-The-Line-Of-Duty Leave

Each employee shall be entitled to illness-in-the-line-of-duty leave with net pay when absent because of a personal injury (including assault) received in the discharge of duty or because of illness from any contagious or infectious childhood diseases, other than common cold or flu. The above circumstances are subject to Administrative review and consultation with the local board of health if deemed appropriate.

As a prerequisite for any leave granted pursuant to this Article, an employee shall obtain a certificate of illness or injury from a licensed physician.

1. Such leave due to the aforementioned illnesses shall be authorized for the length of time which is generally accepted by the medical profession as necessary for recovery or for the specified time allotted for recovery by the individual employee's physician, whichever is
shorter.

2. Leaves due to the aforementioned injuries shall be authorized for the maximum number of days as specified by the then current applicable Florida Statute following the injury or illness, whichever is shorter. After that time, the employee will receive wage loss payments as specified by Florida Statute.

3. The Board's liability pursuant to this Article shall end if the employee becomes eligible for state and/or social security disability benefits.

4. The employee may use his/her own accumulated sick days upon expiration of benefits under Sections 1 and 2 above.

5. The employee shall be provided, upon request, unpaid personal leave for medical reasons upon expiration of the in-the-line-of-duty leave and accumulated sick leave.

C. Leave for Union Officers (Note: From Unpaid Leave Section of Previous Contract)

Upon request, leaves of absence, limited to two persons per year shall be granted to Union officers. This leave will be extended yearly to include the officer's full term of office. The SC/TA will reimburse the Board for all expenses associated with these leaves.

D. Temporary Duty Days

Temporary duty days with pay may be granted to employees. The Superintendent shall make the final determination as to approval or disapproval of an application.

E. Civic Duties

Any employee may be granted, upon written request and with the Superintendent's approval, up to three days leave with pay to perform civic duties at the local, state, or national level.

F. Leave for Legal Commitments and Transactions

1. An employee who is absent because of a mandatory (subpoena) court appearance shall incur no reduction in pay by reason of such appearance. A copy of the subpoena must be filed with the absence report.

2. An employee may serve on temporary assignment on jury duty without loss of pay if s/he so desires.

3. An employee released from his/her subpoena or jury duty with sufficient time remaining to return to his/her cost center to complete at least one-half day of his/her duty day shall return to his/her cost center unless released by the cost center head.
G. Vacations

1. All full-time employees working on a 12 month basis shall earn vacation leave as follows:

CONTINUOUS AND CREDITABLE SERVICE:

VACATION LEAVE EARNED:

Through 60 months 1 day per month
(12 days per year)

61 through 120 months 1 1/4 days per month
(15 days per year)

Over 120 months 1 1/2 days per month
(18 days per year)

For 12 month employees, the vacation days are factored into the work year as follows:

<table>
<thead>
<tr>
<th>Through 60 Months</th>
<th>61 Months through 120 Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>234 Workdays</td>
<td>231 Workdays</td>
</tr>
<tr>
<td>6 Paid Holidays</td>
<td>6 Paid holidays</td>
</tr>
<tr>
<td>240 Paid days</td>
<td>237 Paid days</td>
</tr>
<tr>
<td>12 Vacation days</td>
<td>15 Vacation days</td>
</tr>
<tr>
<td>252</td>
<td>252</td>
</tr>
<tr>
<td>9 Other holidays</td>
<td>9 Other holidays</td>
</tr>
<tr>
<td>104 Weekend days</td>
<td>104 Weekend days</td>
</tr>
<tr>
<td>365 Total</td>
<td>365 Total</td>
</tr>
</tbody>
</table>

2. Vacation days beyond the 60 day accumulation which are not used within the fiscal year earned are forfeited. The Superintendent at his/her sole discretion may waive the forfeiture. The increased vacation rate starts with the calendar month following the month the employee completes the fifth or tenth year of continuous service.

3. An employee's vacation will be scheduled by the employee's immediate administrator.

4. Upon termination of employment, the effective date of departure may be post-dated; or the employee will receive payment for the unpaid vacation days.

H. Holidays

The Board will designate nine holidays in addition to the six paid holidays designated by the Board. Before adopting the calendar, the Board will consider the requests of the Union. In those years where there are 105 weekend days, the Board will designate eight holidays.
II. Procedures

A. Requests

All requests for a leave of absence for union officers or for sabbatical leave or for a return to duty following one of these leaves of absence will be submitted to the Department of Human Resources. Requests for sick leave, illness-in-the-line-of duty, temporary duty days, civic duties, legal transactions, and vacation will be submitted to the cost center head. Under normal circumstances the deadline for applying for an extended (i.e., a leave that will extend into the next school year) paid leave of absence shall be March 1st of each year. Employees on extended paid leave shall notify the Department of Human Resources on or before March 1st of their intent for the coming year.

B. Experience Credit

An employee will be granted one year's experience credit for service of one day more than one-half of the regular contract year when on an approved paid leave of absence.

C. Insurance Continuation

Any employee granted a leave of absence as provided in this Article shall continue to receive all benefits and privileges of an active School Board employee.

D. Retirement Credit

An employee granted a leave of absence may receive limited leave of absence credit in his/her respective retirement system to the extent and in the manner provided by statute. It shall be the sole responsibility of the employee to make arrangements to obtain such credit.

E. Return to Duty

Upon return to duty from a paid leave of absence, the employee will return to his or her former position.

F. Transferring in of Sick Leave

The transferring in of sick leave is not allowed.

G. Sick Leave Payoff Cap

The sick leave payoff cap is 180 days. Employees possessing more than 180 days in sick leave accumulation prior to July 1, 1983 will be grandfathered at the level they possessed at that time. Employees may accumulate days in excess of the 180 day cap but are limited to 180 days for payoff purposes.

H. Verification of Reasons for Leave

Upon return from leave as described in paragraphs A and B, the building principal shall provide the employee with necessary forms for verification of the reasons for absence. Such com-
completed forms shall be submitted to the building principal within five working days following the employee’s return from leave.

ARTICLE XVIII - UNPAID LEAVE

I. Categories of Unpaid Leaves

A. Study/Professional Improvement Leave

A leave of absence without salary for professional improvement may be authorized by the Board for any employee. If the purpose of the leave involves a two year program, a second year shall be approved upon request. Other leaves shall not exceed one year. However, at the end of a leave, an employee may request another leave of absence, the granting of which shall be at the sole discretion of the Board. Application for such leave shall be submitted to the Superintendent not later than 60 days prior to the start of the semester in which leave is to commence.

Upon return from such leave, the employee shall be returned to his/her former position, if available, or to a substantially similar position for which the employee is fully qualified and certificated if such similar position is available. If no such position is available, the employee shall be placed upon the preferential recall list and shall be placed in the first open substantially similar position for which s/he is fully qualified. Such leave may be authorized for

1. engaging in study at an accredited university;
2. full-time participation in a federally sponsored Peace Corps;
3. full-time teaching in foreign or military programs;
4. cultural travel or work program related to his/her professional responsibilities;
5. participating in exchange teaching programs in other school districts, states, territories or countries;
6. serving as a full-time, paid officer of an education association.

B. Medical Leave

An employee may take an unpaid leave of absence due to either personal illness or due to the illness of a member of his or her immediate family. Prior to taking an unpaid medical leave, the employee must have exhausted his or her sick day accrual and have completed his or her Family and Medical Leave Act (FMLA) leave if applicable. An employee requesting medical leave must provide medical documentation of the illness in question.

C. Worker’s Compensation

An employee receiving worker compensation payments will be deemed to be on an unpaid worker’s compensation leave during that time period.

D. Political Leave

A leave of absence, without pay, for up to one year may be granted by the Board to an employee, upon application to campaign for or to serve in public office. If elected to serve in a
public office, leave shall extend through the first term of office. Upon return from such leave, the employee shall be returned to his/her former position, if available, or to a substantially similar position if available.

E. Family and Medical Leave Act (FMLA) Leave

Employees qualifying under Federal Statutes for FMLA leave will be granted up to 12 weeks of unpaid leave with continuation of health benefits. In the case of employees on worker's compensation leave, FMLA leave will commence only after the employee has exhausted all of his or her worker's compensation leave.

F. Maternity Leave

1. A maternity leave without pay shall upon written request be granted to an employee any time between the commencement and termination of her pregnancy. The commencement of such leave shall be at the discretion of the employee and her physician. Except in case of emergency, the employee shall give written notice to the Superintendent at least 30 calendar days prior to the date on which her leave is to begin. The request for leave shall include a physician's statement certifying the pregnancy, the anticipated date of birth; and the length of time the employee should be able to work. All or any portion of a leave taken by an employee because of a medical disability connected with pregnancy may, at the employee's option, be charged to her available sick leave.

2. The employee shall, in her written request for leave, notify the Superintendent that she will return to work either:

   a. as soon after the birth of her child as her physician certifies in writing that she is able to return, at which time the employee shall be returned to her former position; or

   b. on the first day of the next school year following the termination of pregnancy, at which time the employee shall be returned to her former position.

G. Child Care Leave

1. A child care leave without pay for caring for a child less than six years of age, not to exceed one year, shall be granted an employee upon written request to the Superintendent. An employee may request in writing an additional year of child care leave. Such request shall be submitted not less than 30 calendar days prior to the conclusion of any year already granted. Child care leave may be extended on a yearly basis for a maximum of five school years.

2. Upon return from the child care leave, the employee shall be assigned to his/her former position.

H. Personal Leave

An employee will be granted a personal leave of absence for any reason, for a period of one school year or for the remainder of a given school year. An employee will be granted only one personal leave of absence in any three year period. An employee may not return to duty until
the beginning of the next school year. During the time the employee is on an unpaid personal
leave of absence the employee may not enters similar or related employment during his/her
leave without express written permission of the Board. Violation of this provision will constit-
tute grounds for termination of employment.

I. Military Leave

Leaves of absence for the performance of duty with the United States Armed Forces or with a
reserve component thereof or with the National Guard shall be granted in accordance with
applicable law.

II. Procedures

A. Requests

All requests for a leave of absence or for a return to duty following a leave of absence will be
submitted to the Department of Human Resources. Under normal circumstances the dead-
line for applying for an unpaid leave of absence shall be March 1st of each year. Employees on
extended unpaid leave shall notify the Department of Human Resources on or before March
1st of their intent for the coming year.

B. Duration of Leave

Other than in the case of personal leaves of absence, the Board will not refuse subsequent leave
requests without sufficient reason. Under normal circumstances, such leaves shall not exceed
five years. An employee’s leave will be extended in cases where no position exists for the em-
ployee to return in one of his/her areas of certification. A leave will not exceed one year’s du-
ration, but may be renewed as specified herein.

C. Experience Credit

No experience credit for salary purposes will be granted for any year in which an employee
does not work for one day more than one-half of the regular contract year. An employee may
be granted one year’s experience credit for service of one day more than one-half of the
regular contract year when on an approved study/professional, worker’s compensation, mili-
tary, or political leave of absence.

D. Insurance Continuation

Any employee granted a leave of absence as provided in this Article shall be given the oppor-
tunity to continue insurance in the existing school programs during the leave provided that
the premiums for such insurance programs shall be paid by the employee on a monthly basis
in advance of the month due.
E. Retirement Credit

An employee granted a leave of absence may receive limited leave of absence credit in his/her respective retirement system to the extent and in the manner provided by statute. It shall be the sole responsibility of the employee to make arrangements to obtain such credit.

F. Return to Duty

1. Normal Return to Duty

a. Leaves of 12 Weeks or Less Duration

An employee who desires to return to duty at the end of his or her approved leave will be placed into the same or a substantially similar position at his or her former work site. Should no vacancy exist for which the employee is qualified, a surplus situation will be said to exist at that work site which will be handled in a manner specified elsewhere in this Agreement.

b. Leaves Exceeding 12 Weeks

An employee returning to duty from an approved leave of absence of greater than 12 weeks duration will be placed in a manner described in Number 2, below.

2. Premature Return to Duty

This section does not pertain to employees on a personal leave of absence. In those leaves where premature return to duty is permissible, the following procedures will apply.

a.) An employee returning to duty prematurely from an approved, unpaid leave of absence will be placed into the next available opening for which s/he is qualified (except in the case of FMLA leave) on his or her former pay scale. An employee's placement at a work site will be made at the discretion of the Board, within the North and South County boundary preference expressed by the employee. This placement will continue only until the end of that current school year.

b.) At the end of the school year in which the employee requested premature return to duty, that employee will be returned to his or her former work site, for the following school year. Should no vacancy exist for which the employee is qualified, a surplus situation will be said to exist at that work site which will be handled in a manner specified in elsewhere in this Agreement.

3. Return From FMLA Leave

An employee on an approved Family and Medical Leave Act (FMLA) leave will return to his or her former position upon return from the FMLA leave. Should an employee not return to duty during or immediately following the conclusion of his or her FMLA leave and is approved for further leave, he or she will be placed into a position following those procedures outlined above.
ARTICLE XIX - PERSONNEL RECORD

A. Maintenance

1. There shall be only two personnel files as defined in Florida Statutes, Chapter 231.291. One shall be maintained at the Office of Human Resources of the Sarasota County School Board and the other at the office of the employee’s work site. No other file or memo shall be maintained on any employee unless otherwise mandated by Statute. No copies of the official personnel file shall be made except that which is photocopied by request of the employee or required by Florida Statute.

2. An employee may request through his/her immediate supervisor access to his/her site file. Requests to review the personnel file shall be made to the Human Resources Office in person. Where time parameters or lengthy distances to the Human Resources Office are a concern, cost center heads will assist employees where possible.

3. Except for material pertaining directly to the work performance or such other matters that may be cause for discipline under Florida Statute, no material derogatory to an employee’s conduct, service, character, or personality shall be placed in any official personnel file of such employee. Material relating to work performance, discipline, suspension, or dismissal must be reduced to writing within 45 days, and may be maintained only if it is signed by a person competent to know the facts or make the judgment, and only if the employee has been given the opportunity to read the material following its receipt or formulation. The employee shall be sent a copy of such material by certified mail to his/her address of record or shall be given an actual copy of the material to be filed. If the employee receives said copy, s/he may indicate that such material has been read by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that the material to be filed has been read and does not necessarily indicate agreement with its content. However, an incident which has not been reduced to writing within 45 days of its occurrence may not be added to the file. No matters pertaining to a grievance shall be included in the file unless so requested by the employee.

4. The employee shall have the right to answer in writing any material now on file as well as any material filed hereafter, and the answer shall be attached to the file copy. No anonymous letter or materials shall be placed in the employee file nor used in any proceeding or given any credibility anywhere by the Employer.

5. Upon request, the employee, a Union representative, or any other person designated in writing by the employee shall be permitted to examine the file. It shall be indicated in writing that said file has been examined. The Board reserves the right to assess a cost per copy, no greater than five cents per page.

6. The personnel file of each employee shall be open to inspection only by those persons specified by Florida Statutes, Chapter 231.291. If an employee’s file is inspected by a member of the administrative staff of the Sarasota County Public School System, it shall be recorded in a central register maintained in the Office of Human Resources.
7. The official personnel record for Sarasota County Public School employees shall be housed in the Office of Human Resources of the Sarasota County Public Schools and maintained in a manner consistent with the State Public Documents Statutes.

8. Notification: Any employee whose personnel file has been inspected by anyone outside the scope of authority as defined in Florida Statutes, without the employee's knowledge or permission shall be notified in writing within 48 hours as to who requested and observed the file and the purpose of such request.

B. Complaints

When a written complaint concerning an employee's conduct and/or performance is made by the parent of a student or any other member of the public, the supervising administrator shall attempt to resolve the complaint with the complaining party and consult with the employee involved. No complaint shall be placed in the official personnel file until such time as the complaint has been sustained through an impartial hearing procedure (outlined in this contract or consistent with applicable statutes), or the parties involved have mutually agreed to the disposition of the complaint.

ARTICLE XX- GRIEVANCE AND ARBITRATION

A. Definitions

1. The "grievant" is an employee, a group of employees, or the Union filing a grievance.

2. The Union retains the right to file a grievance on any misapplication of this agreement or practices and policies affecting the terms or conditions of employment.

3. A "grievance" is an allegation by the grievant that s/he has been treated in an unfair and/or inequitable manner or the grievant or Union has been affected by an action or proposed Board action item, that if implemented, would constitute a misinterpretation or misapplication of the specific written terms of this agreement, or on the regulations and rules of the School Board, DOE, or State Statute. Any grievance of a proposed Board action would not inhibit the Board from taking the proposed action while the matter is pending resolution. A grievance may be processed through Section B of this Article.

B. Procedures

1. Informal: This level of the grievance process is to be used to settle grievances and disputes at the local level. It is the intention of the Parties that to the greatest extent possible, only local building staff will be used to process Informal level grievances. No later than 20 working days after the grievance first occurred or knowledge should have been reasonably had thereof by the grievant, the grievant, and/or the grievant and his/her cost center Union representative shall request a meeting to verbally discuss a potential grievance with the cost center head, or his/her designee, allegedly causing the potential grievance. The cost center head, or his/her designee will respond no later than ten working days after the informal meeting has been held. If the grievant is not satisfied with the disposition of the
potential grievance, the potential grievance may be taken to Step One of the Formal Procedure.

2. Formal Step One: If the grievant is not satisfied with the disposition of the grievance at the informal level, no later than ten working days following the administrator’s denial at the Informal Step, the grievant and/or his/her Union representative shall schedule a meeting to submit the grievance on the adopted form to the cost center head or his/her designee, allegedly causing the grievance. The cost center head or his/her designee will respond in writing, no later than ten working days after the meeting has been held. If the grievant is not satisfied with the disposition of the grievance, the grievance may be taken to Step Two of the Formal Procedure.

3. Formal Step Two: If the grievant is not satisfied with the disposition of the grievance at the Step One level, s/he may schedule a meeting to submit the grievance on the adopted form to the appropriate Assistant Superintendent or his/her designee no later than ten working days after the response was received at the Step One level. The Assistant Superintendent or his/her designee shall submit his/her written response to the Step Two grievance no later than ten working days following the Step Two meeting.

4. Formal Step Three: If the grievant is not satisfied with the disposition of the grievance in Step Two, s/he may schedule a meeting to submit it on the adopted form to the Superintendent or his/her designee no later than ten working days after the written response was received in Step Two. The Superintendent or his/her designee shall submit a written response no later than ten working days after the Step Two meeting. Should the response be a rejection of the grievance, the Superintendent or his/her designee will summarize his/her reasons for so ruling.

5. Step Four (optional): Should the Parties mutually agree, the next step in the processing of a grievance will be through the inclusion of an impartial mediator. The decision to undertake this option must be made by the grievant within 15 working days from receipt of the Step Three written decision. The mediator will be chosen through mutual agreement of the Parties. There will not be a binding decision on the Parties except by mutual agreement. Alternate solutions which are recommended at this level may not be utilized at an arbitration proceeding by either Party.

6. Step Five: If the grievant is not satisfied with the disposition of the grievance in Step Three or Four, s/he may submit it to the American Arbitration Association (AAA) pursuant to the Voluntary Labor Arbitration Rules for a binding decision. Any submission hereunder shall be made no later than 15 working days after the receipt of the decision in Step Three or Four.

C. Rules

1. A party to a grievance proceeding shall have the right to representation of his/her choice at any step of the informal and formal proceedings. The grievant shall not be required to discuss any grievance if the grievant’s representative is not present. An employee may avail him/herself of the grievance procedure in person or by counsel and have such grievance adjusted without intervention of the Union provided that:

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a. the adjustment is not inconsistent with the terms of this Agreement; and

b. the Union has been given reasonable opportunity to be present at any meeting called
for in the resolution of such grievance.

2. At any step of the grievance procedure, the time limits may be extended by mutual
agreement of the Parties to the grievance. Absences from duty, not to exceed ten working
days, for legally prescribed reasons shall automatically extend the time limits equal to
the number of days of such absence.

3. Except in cases that constitute dangerous and hazardous conditions, directives from ad-
ministrators shall be complied with pending resolution of any dispute.

4. If a dispute exists concerning the arbitrability of an issue referred to arbitration, the issue
of arbitrability shall be the first issue before the arbitrator and no other matter will be
considered by the arbitrator until s/he has issued his/her findings on the question of arbi-
trability.

5. The arbitrator shall have no power to add to, to subtract from, to modify, or to alter the
terms of this Agreement, nor shall the arbitrator have the power to arbitrate any matter
excluded from arbitration expressly or by implication. The arbitrator is not to proceed in
contravention of the limitations upon his/her powers as expressed in Section C-4 hereof.

6. Neither the Board nor the Union will be permitted to assert before the arbitrator any
ground or evidence which has not previously been disclosed to the other Party except
where a Party was unable to produce said grounds or evidence prior to Step Five. Such
grounds and evidence shall be disclosed to the other Party between Step Three and the
arbitration hearing. The admissibility of such evidence shall be decided by the arbitrator
prior to proceeding with the grievance hearing.

7. Any discussions or proposals which occurred either between the Parties or one or both of
the Parties and the mediator at Step Four (if elected) are not to be considered relevant or
to be heard by the arbitrator should the grievance proceed to Step Five.

8. Any relief granted prior to Step Three requiring the expenditure of Board funds which is
not in accordance with Florida Statutes, DOE regulations, or Board Rules shall be void
at that level but may be carried to Step Four or Step Five if appropriate. Any relief
granted prior to Step Three shall not be deemed to establish past practice, custom,
precedent, or usage as to any other circumstances or occurrences without the express ap-
proval of the Superintendent.

9. The Parties shall share the costs of transcripts if so desired by the Parties.

10. The Informal Step and Steps One and Two of the grievance procedure may be bypassed
by mutual agreement of the grievant and the Superintendent. The grievance shall then be
brought directly to Step Three.

11. The Parties will cooperate in the investigation of any grievance and will, except as limited
in Article XX-A (Personnel Records), furnish each other such requested information for

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the processing of any grievance provided the information is not legally restricted or work
product related to the grievance or contract negotiations as contained in Article IV-A
(Union Rights, Privileges and Obligations, Employer Information).

12. No reprisals or recriminations of any kind shall be taken by the Board, Administration or
Union against any employee because of his/her participation or non-participation in the
procedures set forth in this Article.

13. Each Party shall bear the full cost for its representation in the arbitration. The cost of the
arbitrator and the American Arbitration Association (AAA) will be divided equally be-
tween the Parties.

14. Election of Forum (Non-duplication of Remedies): The commencing of legal proceed-
ings against the Board in a court of law or equity or before the Public Employee Rela-
tions Commission or any other administrative agency by an employee, employees, or the
Union for an alleged violation or violations of the expressed terms of this Agreement
shall be deemed a waiver by said employee, employees, or the Union of its/their right to
resort to the grievance and arbitration procedure contained in this Agreement for resolu-
tion of the alleged violation or violations of the express terms of this Agreement.

15. Grievances and answers thereto submitted pursuant to this grievance procedure shall not
be placed in an employee’s permanent personnel files.

16. Grievances that are resolved by remedies not outlined on the grievance form must be put
in the form of a Memorandum of Understanding and must be signed by the grievant or
his/her representative and the Superintendent or his/her designee.

17. Should management fail to respond to a grievance at any step in the process in a timely
fashion, the grievance will be considered to be automatically advanced to the next step of
the grievance and arbitration process as described herein. Should the Union or grievant
fail to advance a grievance in a timely fashion, the grievance will be denied (such denial
will not establish past practice on the matter at hand).

18. The Union will be considered to be a party with standing in any grievance.

ARTICLE XXI - DISCIPLINARY ACTIONS

A.

1. This article covers actions involving oral or written warnings, written reprimands, suspen-
sions, demotions, dismissals, or reductions in grade or pay with prejudice.

2. Disciplinary action may not be taken against an employee except for just cause, and this
must be substantiated by sufficient evidence which supports the recommended disciplin-
ary action.

3. All facts pertaining to a disciplinary action shall be developed as promptly as possible.
Actions under this Article shall be promptly initiated after all the facts have been made
known to the official responsible for taking the actions.

B. Disciplinary action shall be governed by applicable statutes.

C. An employee against whom disciplinary action is to be taken may appeal through the grievance procedure that proposal.

D. An employee against whom action is to be taken under this Article shall have the right to review all of the information relied upon to support the proposed action and shall be given a copy upon request.

E. The Union shall be provided with a copy of all correspondence that is related to the action of the employee the Union is representing.

F. The employee and his/her representative shall be afforded a reasonable amount of time to prepare and present appropriate responses to the proposed actions under this article, through Step One of the Grievance Process. This amount of time is to be mutually agreed upon by the Parties.

G. Administrative involuntary reassignments to other schools, retraining, recertification, and remedial training shall not be considered disciplinary actions and shall not be used as a substitute thereof.

H. Previous charges or actions that have been brought forth by the administration may be cited against the employee if these previous acts are reasonably related to the existing charge. All previous charges or actions must have been shared with the employee.

I.

1. The discipline, dismissal, demotion, and suspension of any employee shall be for just cause.

2. Where just cause warrants such action(s), an employee may be demoted, suspended, or dismissed upon recommendation of the immediate supervisor to the Superintendent of Schools. Except in cases that constitute a real immediate danger to the district or other flagrant violation, progressive discipline shall be administered as follows:

   a. Verbal reprimand (written notation placed in site file).

   b. Written reprimand filed in personnel and site files.

   c. Suspension with or without pay.

   d. Dismissal

J. Notations for the record of verbal or oral reprimands at the cost center level may be removed and/or destroyed after a period of two years.
K. Letters of reprimand may be removed with Board approval from an employee's official personnel file after a period of two years.

ARTICLE XXII - TERMINAL PAY FOR ACCUMULATED SICK LEAVE

A. The Board will provide terminal pay to an employee at early or normal retirement or to his/her beneficiary if service is terminated by death. Such terminal pay shall be an amount determined by the daily rate of pay of the employee at retirement or death multiplied by those percentages as outlined in Florida Statutes and 100% of the employee's accumulated leave days as specified elsewhere in this Agreement, unless changed by future negotiations or law. The employee must leave the employment of the School Board directly into the Florida Retirement System in either early or normal retirement status.

ARTICLE XXIII - LOCAL RELATIONSHIPS

A. Upon request of either party at the local level, representatives of the Union and the Employer shall meet at a mutually agreeable time and discuss, exchange views, and attempt to arrive at a joint resolution of problems regarding personnel policies and practices and other matters affecting working conditions of a purely local nature which are not covered by this Agreement. However, no changes to personnel policies and procedures affecting working conditions shall be unilaterally implemented unless negotiated accordingly.

B. Disputes between the parties at the cost center level may be referred for resolution to the local level of the Union and of the Employer.

ARTICLE XXIV - EMPLOYEE ASSISTANCE PROGRAM

A. The Union and School Board shall develop an Employee Assistance Program which shall guarantee the anonymity of the employee. The provisions of this program will also apply to all School Board retirees.

B. This program shall include but not be limited to counseling for the following:

1. Drug Abuse
2. Alcohol Abuse
3. Family Counseling
4. Financial Counseling
5. Psychological Difficulties
6. Smoking

ARTICLE XXV - EFFECT OF AGREEMENT

A. Any provision of this Agreement shall be determined a valid exception to and shall supersede any existing Sarasota School Board rules, regulations, orders, or practices which are contrary
to or inconsistent with the terms of this Agreement.

B. An individual contract which is executed during the term of this Agreement between the Board and an employee shall be made expressly subject to the terms of this Agreement. An individual contract which is executed during an interim period between this and subsequent agreements between the Board and an employee shall contain a clause providing that after execution of this Agreement, said individual contract shall be brought into conformity with the terms of that Agreement.

C. The terms and conditions of this Agreement will remain in full force and effect until such time as a successor Agreement is ratified by the Parties.

D. The Parties reserve the right to enter into Memoranda of Understanding for the purposes of clarifying and/or interpreting any contract language contained herein, to resolve grievances, or to establish any other term or condition of employment not expressly covered by this Agreement. Any Memorandum of Understanding entered into by the Parties during the term of this Agreement clarifying and/or interpreting contract language or resolving a grievance will continue in full force and effect unless altered in a subsequent collective bargaining agreement, or unless a sunset date is agreed to as part of the original Memorandum of Understanding. Conversely, any Memorandum of Understanding establishing any term or condition of employment not covered by this Agreement will be considered null and void at the end of the contract unless expressly extended by the Parties. Such Memoranda of Understanding for these purposes will not require ratification by the Parties unless those terms are incorporated into a subsequent Agreement.

ARTICLE XXVI - OCCUPATIONAL SAFETY AND HEALTH

A. Within 30 days of Ratification of this Agreement, the Parties agree to establish a joint committee at both the School Board level and site level.

B. Recognizing that the work area should be a safe environment and free from hazardous materials, this committee shall be responsible to perform inspections as necessary, however, no less frequently than once a month. The school site shall identify to the joint School Board/Union level committee any potential or occurring health hazards and the corrective action desired. The School Board/Union Committee will investigate the matter; and if the Union finds a potential or occurring hazard, the Board will take immediate action to correct the hazard.

C. The Committee shall consist of three Union members and two administrative members at each level (Elementary, Middle, High School), and the chair shall rotate monthly. The Committee shall meet once per month at a mutually agreeable time.
ARTICLE XXVII - BENEFITS

A. Health Insurance

1. Preferred Provider Plan - The School Board will provide a Preferred Provider health insurance plan to each employee at no cost with the following minimum specifications:
   a. Lifetime Maximum of $1,000,000
   b. Deductible - Individual $250
   c. In-Network Coinsurance at no less than 85%
      Out-of-Network Coinsurance at no less than 70%
   d. In-Network coinsurance will apply to all expenses incurred (not just those determined to be usual and customary)
   e. Out-of-Pocket Maximum $900 per individual plus deductible

2. HMO Plan - The School Board will provide an HMO health insurance plan as an option to employees who do not wish to participate in the indemnity plan.

3. The School Board will provide spouse, dependent, and family health insurance options for both the PPO plan and the HMO plan at the employee's expense.

4. Employees may waive their right to health insurance by signing a School Board affidavit of insurance coverage form. Employees who waive their right to health insurance will have an amount equal to that contributed to the HMO by the School Board to the 401(k) program as agreed to in the cafeteria plan.

5. This section is subject to yearly reopeners including the selection of providers.

B. Worker's Compensation - The School Board will provide Worker's Compensation insurance for all employees as outlined in state statutes.

C. Cafeteria Plan - The School Board will provide to each employee at no cost the following benefits:

1. Life Insurance - $50,000 for each employee

2. Disability Insurance - 60% of salary after a 90 day elimination period, maximum of $4,000 per month

3. Dental Plan - Panel plan for employee

4. Vision Plan - for employee
D. Optional Cafeteria Plan- The School Board will provide the following cafeteria options which each employee may pay for if they choose any individual option:

1. Dental Plan - Panel plan for dependents, and indemnity plan for employee and dependents.

2. Vision Plan - dependents

3. 401 (k) Plan

4. Medical Reimbursement Account - employee and family

E. Either Party may reopen negotiations if costs exceed present School Board contributions for supplemental core benefits (Section C, above).

F. If an employee elects to contribute for dependent medical care coverage, those deductions including for the summer period, will be spread equally among all of his/her pay periods.

G. The Employer shall provide an employee retirement plan at no less than the current retirement rate as established by law consistent with Florida Statutes.

H. Sick leave shall be cumulative and subject to Florida Statutes. An employee shall upon retirement be reimbursed for any unused sick leave as outlined in Article XXIII.

I. The School Board will provide a group Medicare/Medicaid Supplemental plan for all retirees. Participation in this plan will be voluntary on the retiree’s part. Retirees will pay all premium costs of the plan directly to the insurer.

ARTICLE XXVIII - COST CENTER BASED MANAGEMENT/SHARED DECISION MAKING

The Board and SC/TA agree on an implementation process toward Shared Decision Making in accordance with the model as described in Appendix H of this contract.

The Parties agree to annually enter into Memoranda of Understanding which may exempt specific cost centers, participating in implementing a shared decision making model, from the requirements of specifically identified provisions of this Agreement. Such exemption(s) must be agreed to by both Parties. The provisions of the master contract shall be in full force and effect for all other cost centers. Both Parties agree that the contents of such Memoranda shall not be used by either side for persuasion in any grievance or impasse proceeding, and will not constitute grounds for past practice.

The parties agree to continue negotiations regarding the contents of this Article throughout the 1996-97 school year.
ARTICLE XXIX - KIDS UNDER THE WEATHER

A. The School Board shall provide the services of the “Kids Under The Weather” program currently in existence at Sarasota Memorial Hospital and the “Sniffles and Such” program currently in existence at Venice Hospital or another program mutually agreeable to the Parties.

B. This service to employees is only in effect during workdays of the employee. Weekends, holidays, winter recess, absences, or summer vacation periods are not covered unless the employee is in a work status during these periods.

C. The Board shall only provide this service for the period from one hour before to one hour after the employee’s duty day. The employee must bear the costs associated with picking up his/her child later than five o’clock PM.

D. Employees shall only utilize this service on days in which they report to duty.

E. Failure to comply with Sections C or D twice during a semester (1/2 year) will result in loss of this benefit for the following semester (1/2 year).

ARTICLE XXX - EARLY OUT PLAN

A. Eligibility

In order to be eligible to participate in the Early Out Incentive Plan an employee must:

1. Currently be compensated on the top step of his/her respective salary lane.

2. Be in an active duty status as of the date of ratification of this Agreement.

3. Have submitted a letter of resignation or retirement with the Board sometime between the day immediately following the final ratification of this Agreement and December 15, 1996 with an effective date of any time from January 17, 1997 until June 30, 1997.

B. Cash Payment

An employee receiving the early out incentive will receive one cash payment which will equal the difference of his/her 1996-97 annual salary including longevity and that of a Step 3 employee on the retiring or resigning employee’s present pay lane. In addition, the retiring employee will receive all applicable sick leave and annual leave payoffs (only employees who are retiring are eligible for a sick leave payout). The full cash payment will be added to the employee’s last regular pay check.
ARTICLE XXXI - DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1997 and shall continue in effect until June 30, 2000. This Agreement may be extended only in writing.

B. This Agreement may not be assigned by either Party.

C. This Agreement is subject to salary and benefit reopeners for the 1998-99 and 1999-2000 school years.

D. Either party can initiate reopeners on any of the contract language contained herein until December 31, 1998. Thereafter, contract language can only be reopened for negotiation if mutually agreed to by the parties.

IN CONSIDERATION OF THE MUTUAL COVENANTS THIS AGREEMENT IS MADE AND ENTERED INTO THIS NINETEENTH DAY OF MAY 1998 BY AND BETWEEN THE SARASOTA CLASSIFIED/TEACHERS ASSOCIATION AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA.

Velton Hodges
President, Sarasota Classified/Teachers Association, Inc.

Janice Mee
Chairperson of the School Board of Sarasota County, Florida

Barry J. Dubin
Executive Director, Sarasota Classified/Teachers Association, Inc.

Thomas Gaul
Superintendent of Schools

CLASSIFIED
ARTICLE XXXII - SUPPORT OF STUDENT DISCIPLINE

A. General Responsibility

While on duty, an employee has a general responsibility for controlling student behavior and a responsibility for maintaining the safety of those students under his/her direct supervision. An employee may at any time request the assistance of the principal.

Within the framework of the State’s and the Board’s codes of student conduct, classified personnel shall have the authority to undertake any of the following actions in managing student behavior and ensuring the safety of all students in their classes and school:

1. Follow the established classroom rules of conduct

2. Follow and implement consequences designed to change behavior, for infractions of classroom rules

3. Have violent, abusive, uncontrollable, or disruptive students temporarily removed from the classroom for behavior management intervention

4. Assist in enforcing school rules on school property, on school-sponsored transportation, and during school-sponsored activities

5. Request and receive information as to the disposition of any referral to the administration for violation of classroom or school rules

6. Request and receive immediate assistance in classroom management if a student becomes uncontrollable or in case of emergency

7. Request and receive training and other assistance to improve skills in classroom management, violence prevention, conflict resolution, and related areas

8. Press charges if a crime has been committed against the employee on school property, on school-sponsored transportation, or during school-sponsored activities

9. Use reasonable force to protect himself or herself or others from injury

B. School Center Disciplinary Procedures

1. Approved School Disciplinary Policy

A written student disciplinary procedure, which shall be consistent with the terms of this Agreement, Board Rules, and Administrative regulations, shall be developed in each school center. Such procedure shall be formulated in conjunction with the Shared Decision Making Team or Alternative Governance Management Team.
2. Right of Employee to Refer Students

An employee may send a student to the principal or his/her designee’s office to maintain effective discipline in the classroom. When a teacher is present in a classroom, the teacher will make the final decision as to whether or not to refer the student. The principal shall respond by employing appropriate discipline-management techniques consistent with the State, the Board’s, and that school’s codes of student conduct.

3. Right of Appeal

Should a majority of the school’s behavior committee, SDM or AGS team feel that the building level administration is not consistently following the school’s written disciplinary procedures, that team will have the right to appeal those concerns directly to the Superintendent of Schools or his/her designee. Any alleged violations of the school’s written disciplinary procedures will be subject to the Grievance and Arbitration procedures outlined elsewhere in this Agreement.

C. Disruptive Students

1. General Guidelines Regarding Physical Force

Consistent with Federal and State and School Board Rules, an employee shall have the authority, while on duty, to come into physical contact with a student or students to the degree necessary for the express purpose of establishing or maintaining control of students. Such physical contact shall not be construed to be corporal punishment.

2. Discipline Referral Form

The adopted standardized student discipline referral form (Appendix G) shall provide space for the referring party to note observations and to request specific action on the part of the Administrator. All discipline referral forms will be returned to the referring employee within the next two school days following submission to the principal stating the status of the pending or final action taken by the principal or designee. The employee will be provided with written notification of the final disposition of the case within five school days of the occurrence.

3. Battery and/or Assault Upon an Employee

a. If a student commits an act of battery upon an employee, that student shall not return to that immediate setting without that employee’s prior consent.

1). The principal shall report as soon as possible, but within 24 hours, to the Superintendent that an assault or battery upon an employee has been reported to him/her. The principal shall investigate and file a complete report as soon as possible to the Superintendent. The full report shall be signed by the employee to acknowledge that s/he has seen the report, and s/he may append a statement to the report.
2. The principal shall assist the employee in notifying the proper law enforcement officials.

b. An employee upon whom an act of battery or assault has been committed who presses charges against his/her assailant shall have his/her days of court appearance designated as non-attendance days with pay.

c. Any student found to have committed an act of battery upon an employee shall be recommended for expulsion for the full extent permitted by law. Upon being charged with the offense, the student shall be removed from that setting immediately, pending final disposition.

D. Staff Notification

1. Classified employees (where appropriate) will be informed as to any prior arrests and/or convictions of which the Board has knowledge of students assigned to his/her supervision.

2. Classified employees (where appropriate) will be informed when any student has been moved into his/her supervision due to those procedures outlined above.

E. False Accusations Against Employees

A recommendation for expulsion will be made for any student known to have intentionally made false accusations that jeopardizes the employment status or professional certification of an employee. It will be the employee's responsibility to develop such evidence. Nothing in this section should be construed to limit the employee's right to pursue civil remedies for such conduct.

ARTICLE XXXIII - TOBACCO POLICY

A. The use of tobacco products is prohibited in school buses and in any portion of any building owned by, or leased to, the School Board.

B. Each cost center head shall establish an area on the cost center’s campus to be the designated area for the use of tobacco products. This designated area may not be contained within any building owned by, or leased to, the School Board and may not be located in any area which is normally in view of students or the public.

C. Notwithstanding Paragraph B of this Article, a cost center may declare their grounds as tobacco-free in accordance with those procedures outlined in Article XXIX and Appendix H of this Agreement.
ARTICLE XXXIV - DEFERRED RETIREMENT OPTION PROGRAM (DROP)

A. Optional Participation

An employee’s participation in the DROP is optional on the employee’s part.

B. Employment Status

Employees who have elected to participate in DROP will be considered active employees of the Board while awaiting separation. They will accrue all salaries and benefits consistent with other active employees.

C. Separation Date

The employee’s selected separation date may not be extended to a later date. The employee may however, choose to terminate his or her employment at an earlier date than that originally selected.

D. Vacation Day Accruals

Any accrued vacation days (up to the cap of 500 hours) will be paid at the time the Board approves the employee’s DROP application. Hours in excess of the 500 hour cap will remain in the employee’s accrual. There will be no second payoff of vacation days when the employee subsequently separates from service with the Board. He or she may use any such accrued days for vacation purposes.

E. Sick Leave Accruals

1. Immediate Payment Option

The DROP participant may elect to receive his or her accrued sick leave (up to the 180 day cap, where applicable) at the time of his or her election to participate in the DROP. An employee electing this option may receive up to 75% of his or her accrued days (at the rate governed by Florida Statute 231.40) as limited by the sick leave cap (180 days, unless previously grandfathered). The number of days paid out, up to the 75% limit will be selected by the employee. The remaining 25% of the employee’s days will remain part of the employee’s sick leave accrual. Upon separation an employee will receive a payoff of his or her remaining sick days (up to 25% of the sick leave cap, where applicable).

2. Deferred Payment Option

The DROP participant may elect to receive all of his or her accrued sick leave (up to the sick leave cap) at the time of his or her separation from service. An employee electing this option will receive up to 100% of his or her accrued sick leave (at the rate governed by Florida Statute 231.40) up to the sick leave cap (180 days, unless previously grandfathered).
Appendix A - Salary Schedules

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Group S1 - Clerk/Receptionist
School Clerk, Receptionist, Attendance Clerk, Copy Machine Operator, Production Clerk, Switchboard Operator, Secretary/Bookkeeper Assistant, Dispatcher/Clerk.

Group S2 - General Secretary
School Secretary other than Secretary to Principal or Director, Elementary/Middle School Bookkeeper.

Group S3 - Principal's/Director's Secretary
Secretary to Principal or Director, Central Office Non-degreed Accountant, High School Bookkeeper.

Group S4 - Technical/Clerical
Central Office Degreed Accountant.

Required Qualifications:

Must be able to demonstrate proficiency in secretarial skills.

Accountants will participate in the bookkeeping test and score in the 90th percentile prior to employment.

All secretarial staff shall be tested prior to employment or transfer to such position and meet the following minimum typing requirements:

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All bookkeepers and accountants shall be tested prior to employment or transfer to such position and shall pass the bookkeeping test with the following minimum scores:

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Group A1 - Monitors
Campus, Cafeteria and/or Playground Monitors. May be assigned part-time responsibilities for operating photocopier and minor clerical tasks under the supervision of a teacher or secretary. Must be a high school graduate or equivalent.

Group A2 - Teacher Assistants
Perform tasks assisting certified staff members in the classroom setting. The teacher aide is under the direct supervision of the teacher and does not routinely operate independently. Also included in this category are clinic aides, security aides, and ESE classroom aides.

Group A3 - Paraprofessionals
Generally work independently, under the indirect supervision of a certified staff member. Perform specialized tasks that may require special skills and licensure. The Paraprofessional is in contact with students 90% of the time. Included are Physical Education aides, COTA's, aides who interpret for the deaf, ESOL aides, preschool and child care aides, and other aides holding positions requiring CDA licensure.

All A3 positions will require that the person holding that position possess either an AA degree or its equivalent (60 undergraduate semester hours in an accredited college or university), CDA certification, or a state-approved CDA waiver. This requirement will be waived in the case of those positions requiring those special skills enumerated on the new salary schedule. Formerly grandfathered A3 aides who have not completed an AA degree or its equivalent will continue to be grandfathered for purposes of determining an employee's qualifications for an A3 position.

Implementation:
Work year:
Group A1 - 180 days + 6 holidays = 186 days.
Groups A2 and A3 - 190 days + 6 holidays = 196 days.

All A2 or A3 aide positions will be either four hours or seven hours daily. No fractional units other than four hours daily will be allowed.
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1. Group MIS 1 - Data Entry
   Data Entry and Help Desk Personnel, Registrars, Technology Support Aides

2. Group MIS 2 - Technical Support
   Main Frame Computer Operators and Software Support.
   Computer Assisted Design Technician

3. Group MIS 3 - Technical Support Specialist
   Supervisors of Technical Support Personnel.

4. Group MIS 4 - Programmers
   Computer Programmers.
   Computer Network Manager
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Group CS1 - Custodial
 Included in this schedule are day shift custodians.

This is also the base schedule from which all other custodial pay schedules are derived according to the following formulae:

- Second Shift (beginning after 12:00 noon) - CS1+5%
- Third Shift (beginning after 10:00 PM) - CS1+10%

Head Custodian of Smaller Schools (less than 8 custodians as per DOE five factor formula recommendation) - CS1+15%

Head Custodian of Large School (8 or more custodians as per DOE five factor formula recommendation) - CS1+30%

Senior Head Custodian - CS1+35%

(Second and Third Shift differentials are added to Head Custodian and Senior Head Custodian formulas).

Late Shift Lead Custodians: An additional $10 per month paid to late shift lead custodians.

Each employee will be credited with a uniform allowance equal to the value of five uniforms per year. The employees may purchase apparel as needed from a designated vendor at no cost to the employee unless purchases exceed their credited allowance.
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**Group M1**
- Groundsperson, Deliveryperson, Printer, Warehouseperson, Mechanic's Helper, Fuel Handler, Security Monitor,
- Air Conditioning Filter Changer, Mail Room Clerk

**Group M2**
- Utility Maintenance, Small Engine Repair, Equipment/Appliance Repair, Carpenter, Welder/Fabricator, Locksmith, Painter, Pest Control Technician, Offset Press Operator, Upholstery Repair, Flooring/Tiling

**Group M3**
- Electrician, HARV Technician, Plumber, ASE Certified Mechanic, Food Service Equipment Repair, Cabinet Maker, Telecommunications Technician, Computer Equipment Repair Technician, Inventory Control Technician.

**Lead Man - Appropriate schedule + 10%**

**Implementation:**

1. Tool Allowance: $200.00 allowance paid once annually to maintenance employees certified as eligible by Supervisor of Maintenance Department.
2. Uniforms: Each employee will be credited with a uniform allowance equal to the value of five uniforms per year. The employees may purchase apparel as needed from a designated vendor at no cost to the employee unless purchases exceed their credited allowance.
FOOD SERVICE

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Group FS1 - Probationary Food Service Worker.

Group FS2 - Food Service Assistant I

Group FS3 - Food Service Specialist

Group FS4 - Food Service Assistant II

Food Service Manager Intern - FS4 schedule + 7%

Food Service Manager:
- 0-400 meals - FS4 schedule + 30%
- 401 - 800 meals - FS4 schedule + 35%
- more than 800 meals - FS4 schedule + 42%

Implementation:

1. An employee who advances from one group to another shall retain his/her step placement.

2. The hourly rate for food service catering is $10.00, except in a case where overtime for in excess of 40 hours is applicable.

3. Each employee will be credited with a uniform allowance equal to the value of three uniforms per year. The employees may purchase apparel as needed from a designated vendor at no cost to the employee unless purchases exceed their credited allowance.

Salary Supplements

1. An annual salary supplement may be earned up to a maximum of $1,167 for satisfactory completion of the six series/54 units of the Oregon Quantity Food Production training program. Satisfactory completion of an entire series is necessary before a portion of the supplement is earned. The supplement will be prorated based on the number of units in each supplement, as the Oregon series has been eliminated.

2. An annual salary supplement of $730 for completion of an Associates Degree in Food Service Management or Business Management.

3. An annual supplement of $1,457 for a Bachelor’s Degree in Management or Food Service related program.
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Group T1 - School Bus Attendants

Group T2 - School Bus Drivers

Group T3 - Route Coordinators/Safety Officers

Implementation:

1. Work year: 12 months for Route Coordinators, Safety Officers, and Dispatchers. August through close of school for Drivers: 180 days plus 6 holidays, plus one week of safety school.

2. Working hours: 20 hours minimum per week for bus drivers and attendants of regular routes (T1). 40 hours per week for Route Coordinators and Safety Officers.

3. Health examinations are required at the beginning of employment; annually thereafter.

4. A Commercial Driver's License (CDL) is required of all bus drivers at the beginning of employment, to be reimbursed by the School Board after three months of continuous employment.

5. Each employee will be credited with a uniform allowance equal to the value of three uniforms per year. The employees may purchase apparel as needed from a designated vendor at no cost to the employee unless purchases exceed their credited allowance.
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1 Group SPEC1
2 Positions requiring RN degree and other Technical/Professional Personnel
3 Group SPEC2
Longevity Schedule

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* Longevity is computed by multiplying that percentage shown above by the Step 1 amount (annualized) in any given salary lane
* Longevity payments are added to the regular salary amount and are based upon years of service in the Sarasota County School District.
* Longevity payments will apply towards retirement credit.

Longevity Implementation:

a. Employees receiving longevity payments under the former classified longevity payment system will continue to have the dollar value of the payment frozen until such time as the payment would be greater under the new system. No employee will receive a decrease in his/her longevity payment due to the implementation of these procedures.

b. Longevity payments will be based upon total time of employment as an appointed employee (except as modified below) with the School Board of Sarasota County as a member of either the classified or instructional bargaining units. It will be the employee’s responsibility to apply for the recapture of prior service time in cases where service has been broken.

c. For purposes of determining the length of continuous service for longevity purposes, an employee must have worked in an active duty capacity, one day more than one half of normal work year. Multiple partial years of service may not be combined. Active service is defined to include time on duty plus any time the employee is on any form of paid leave or worker’s compensation leave.

d. Longevity payments are calculated by multiplying the appropriate multiplier (found in Appendix A of the respective agreements) by the Step 1 amount of the employee’s present salary lane.

e. Each employee must have entered the appropriate longevity salary grouping by October 1 of any given school year in order to qualify for that grouping’s bonus payment. For example, for an employee to qualify for the 19 to 21 year grouping, s/he must have started his/her 19th year of service prior to October 1.
f. Less than full time employees during the year of the payment will receive the appropriate longevity payment pro-ration.

g. Longevity payments will be considered as salary for purposes of the Florida Retirement System.

h. Longevity payments will be made in December of each year.

i. Longevity payments will be taxed at the normal lump sum distribution level, as required by the present IRS Code. Should the IRS rules change in the future, the Board agrees to tax this distribution in a fashion most favorable to the majority of bargaining unit employees.

j. Longevity payments will be based upon a normal work year. Summer school service and extra duty days will not apply in that calculation.

k. Any employee must be in an active duty status (i.e., not on unpaid leave) as of December 1 of any given school year to be eligible to receive his/her longevity payment. Employees who separate from service from the Board prior to December 1 of any given school year, will not be eligible to receive that year's longevity payment.

APPENDIX B - FOOD AND NUTRITION SERVICES CAREER LADDER

ITEM I: CAREER LADDER PROGRAM

The Career Ladder Program shall be that program described below and agreed to between the Parties. This program and the requirements thereof shall not be changed without the express agreement of the Parties.

The Career Ladder Program is intended to provide an upward mobility career ladder for all food service employees.

Vacancies in positions shall only be filled with those employees who have successfully completed the Career Ladder Program as specified below. (See Promotion Criteria)

ITEM II: IMPLEMENTATION

Upon Board approval the administration shall take the following action:

1. Classes will be filled with employees on the basis of system-wide seniority. The Board agrees to offer at least two Career Ladder courses each school year (on a rotating basis). In addition they will offer the Foundations of School Food Service and Equipment Use and Care courses at least once each school year.

2. Employees may not "test out" or use outside experience in lieu of taking the prescribed course work as outlined above.
ITEM III: SALARIES

All salary levels for a given position will remain at their present levels. No employee will have his/her salary level adversely affected due to implementation of this Program.

Any employees classified as assistant managers (S-4) at the time of the implementation date of this Agreement will be permanently grandfathered in that salary classification and will be the first employees enrolled in the Manager Intern Program.

Item IV: FOOD AND NUTRITION SERVICES JOB DESCRIPTIONS

Probationary Employee:

1. Become familiar with school’s food service operation by completing duties assigned by Food Service Manager. Probationary period is not to exceed the allowable days, at which time employee must become regular employee, or must be terminated. Probationary employees may be terminated at anytime during their probationary period.
2. Prepares all food items as directed.
3. Performs serving tasks as assigned.
4. Performs cleaning tasks as assigned.
5. Performs sanitation tasks as assigned.
6. Performs storage tasks as assigned.
7. Performs cash collection tasks as assigned.
8. Performs other reasonably related duties as assigned by the Manager or Manager Intern, or as dictated by the situation.

Food Service Assistant I:

1. Prepares all food items as directed.
2. Performs serving tasks as assigned.
3. Performs cleaning tasks as assigned.
4. Performs sanitation tasks as assigned.
5. Performs storage and inventory tasks as assigned.
6. Performs cash collection tasks as assigned.
7. Operates food service equipment in accordance with appropriate procedures.
8. Encourages and supports student and staff participation in the School Food Service Program.
9. Performs other reasonably related duties as assigned by the Manager or Manager Intern or as dictated by the situation.

Food Service Assistant II:

1. Prepares the main entrees and other food items, and monitors the preparation of other food items as assigned. Follows standardized recipes.
2. Performs serving tasks as assigned.
3. Plans for food needs for following day, and assembles products as required.
4. Performs cash collection tasks as assigned.
5. Reports daily food amounts utilized.
6. Inspects and assists in proper food storage of food and supplies.
7. Assists with record keeping and inventory tasks.
8. Operates food service equipment in accordance with appropriate procedures, and assists in training of less experienced or qualified personnel regarding equipment use.
9. Assists in training of less experienced or qualified personnel regarding food preparation.
10. Assists management in building in maintaining a high level of productivity and efficiency in the kitchen.
11. Maintains effective operation of the kitchen in the temporary absence of the Manager.
12. Encourages and supports student and staff participation in the School Food Service Program.
13. Performs other reasonably related duties as assigned by the Manager or Manager Intern or as dictated by situation.

Manager Intern:

1. Prepares for position of Manager and performs all related duties by completing requirements of the Manager Intern program. (see Item V: Food and Nutrition Services Job Qualifications).
2. Assists the Food Service Manager in the daily operation of the School Lunch Program consistent with Federal, State and County regulations.
3. Directs and assists the cafeteria personnel as prescribed by the Manager, and consistent with the negotiated agreement in the following areas:
   a. Preparation
   b. Serving
   c. Cash collection
   d. General housekeeping
   e. Sanitation and cleanliness
4. Assists Manager in record keeping, preparation of work schedules, and implementation of central menu.
5. Assists in on-the-job training of new employees.
6. Assists in receiving of goods and supplies.
7. Follows FIFO (First In, First Out) concept of inventory rotation, management and control.
8. Assists in record keeping.
9. Maintains reports and invoices.
10. Assists in ordering food and supplies.
11. Shall learn all aspects of the school's food service operation to ensure that a high level of productivity and service is accomplished in an efficient and cost-effective manner.
12. Serves as a proponent of Food Service in his/her school to encourage student and staff participation in the School Food Service Program.
13. Performs other duties as assigned by the Manager or as dictated by the situation.
14. Rotates among schools to gain experiences as requested by Director of Food Service.

Food Service Manager:

1. Supervises and organizes a School Food Service Program within a school center(s).
2. Directs the on-the-job training program.
3. Orders supplies and food stocks needed to comply with the bids and centralized menu; checks in deliveries; approves invoices for payment; directs proper storage and inventories for all supplies and food stocks received.
4. Supervises, orients, and provides objective feedback for employees in the general performance of their duties.
5. Develops a work schedule for all cafeteria personnel.
6. Compiles reports as required for the operation of the program and is responsible for cash receipts and accounting for receipts, including free and reduced price meals.
7. Utilizes cost control procedures to avoid unwarranted operating costs and stays within budget restraints.
8. Follows cash collection procedures and deposits money as required by School Board policy.
9. Maintains a safe and orderly work environment.
10. Requisitions for repair and maintenance of equipment. Recommends purchase of new equipment or replacement of equipment.
11. Manages all aspects of the school's food service operation to ensure that a high level of productivity and service of food is accomplished in efficient and cost effective manner.
12. Works with the Director of Food Service and/or designee to build and maintain an efficient food service program.
13. Cooperates with the school principal and other departments to provide optimal food services at the school, and to further the food service program as an educational asset to the school program.
14. Serves as a proponent of Food Service and their school to encourage student and staff participation in the School Food Service program.
15. Promotes good public relations and nutrition education at the school center.
16. Performs other duties as assigned by the Director and/or designee, or as dictated by the situation.

Item V: FOOD AND NUTRITION SERVICES JOB QUALIFICATIONS

Probationary Employee:

1. Physical examination
2. Fingerprinting
3. Chest X-ray or tuberculin test
4. Eighth grade education with ability to follow directions in English.
5. Knowledge of the importance of sanitation and safety in a quantity food service establishment.
6. Upon successful completion of the probationary period permission granted to become Food Service Assistant I.

Food Service Assistant I:

1. Meets all requirements established for a Probationary Employee.
2. Within two years of becoming a Food Service Assistant I, the employee must take and pass the following concerns:
   a. Equipment Use and Care
   b. Foundations of Food Service

Food Service Assistant II:

1. Meets all requirements established for a Food Service Assistant I.
2. Minimum of one year experience as Food Service Assistant I.
3. The following courses must be taken and passed before application can be made for Food Service Assistant II.
   a. Quantity Food production
   b. Equipment Use and Care
   c. Foundations of Food Service
   d. Computer Applications

Manager Intern:

1. Meets all requirements established for a Food Service Assistant II.
2. Minimum of one year experience as a Food Service Assistant II.
3. All courses required for a Food Service Assistant II must be completed. The following courses must be taken and passed before application can be made for Food Service Manager Intern.
   a. Nutrition Education
   b. Customer Satisfaction and Public Relations

4. Interviews for position, based upon need of projected open managerial positions.
5. Attends classes given by Director of Food Service and/or designee. Takes and passes courses in “Catering” designed for Food Service professionals.
6. Obtains field experience by working with managers at the elementary, middle and high school levels.
7. Upon successful completion of Manager Intern Program, is eligible to interview for position of Food Service Manager.

Food Service Manager:

1. High School diploma
2. Ability to supervise personnel.
3. Successful completion of the Food and Nutrition Services Manager Intern Program.

ITEM VI: PROMOTIONS

Promotion to Manager shall conform to the following criteria:

Manager

1. Must have completed the Career Ladder Program through the Manager level.
2. Successful completion of the Food and Nutrition Services Manager Intern Program, during which time they will work for one semester as a Food and Nutrition Services manager trainee in multiple work sites. During this period, the Manager Intern will be afforded assistance as requested. Should an employee fail to successfully complete the Food Service Manager Trainee program, s/he will be returned to his/her former position without prejudice and will remain eligible for a future appointment to a Food Service Manager Intern position.
3. As soon as practicable following an official action of the School Board which results in a Cafeteria Manager vacancy, the position shall be advertised as follows:

a) The Human Resources Department shall prepare an announcement including an outline of the job description of the vacancy and cause it to be posted prominently at all cost centers in the Sarasota County School System.

b) The Director of Food Service shall review all applications to confirm that the minimum requirements are met by the applicants. Only applicants whose credentials meet those minimum requirements may be eligible.

c) The position will be offered to the most senior candidate who has met those qualifications specified above.

d) Each new manager will be given a 90 day probationary period in their new position. During this period the new manager will be afforded assistance as requested. Failure of the probationary period will only be for good cause. Should a new manager not successfully complete his/her probationary period s/he will be returned to his/her former position without prejudice and will remain in the pool of qualified manager applicants. A manager who is unsuccessful in two probationary periods will be removed from the pool.

ITEM VII: TRANSFERS

Voluntary Transfers

Transfer Between Work Sites

Voluntary transfers between work sites will be filled in accordance with those procedures outlined in Article XV (Transfers/Promotions) or elsewhere in this Appendix.

Transfers Within Work Sites

Any reassignments within a given work site (including a decrease in hours) will be offered to the most senior employee at that work site and so on down the seniority list. If no employee volunteers for the reassignment in question, it may be assigned to the least senior employee in that job classification at that work site. No appointed employee will work fewer than four hours daily.

Involuntary Transfers

Transfers, other than voluntary, will be made within the guidelines of the existing SC/TA-School District Master Contract.

ITEM VIII: TRAVEL

When Food and Nutrition Services employees are required to travel between two work sites, they will be compensated for their expenses on a per mile basis at the prevailing State rates. Wherever possible, their work assignments will be selected in such a fashion as to minimize the distance between work sites.
ITEM IX: EXTRA DUTY DAY ASSIGNMENTS

Extra duty assignments (including catering) will be assigned on a rotating seniority basis for the employees at the work site at which the extra duty assignment is to be performed. Each employee assigned an extra duty must have the necessary qualifications for the duty in question. The hourly rate of pay for all food service extra duty assignments will be $10 per hour.

APPENDIX C - CUSTODIAL ADVANCEMENT PROGRAM

A. Custodian starts as non-appointed employee through Human Resources.

B. As appointed jobs are available, non-appointed employees are selected on district-wide seniority and demonstrated performance.

C. Appointed custodians have the opportunity to bid on schedules two times per year at specified meetings. Seniority will determine job selection.

D. DOE Professional Custodial Training Program (80% passing grade with demonstrated skills in class 3,4,6,7).

Course Requirements:

Achievement - Certified Custodian Certificate

Class #1 The Professional Custodian ............................................................6 hours
Class #2 Safety in School Operations .........................................................6 hours
Class #3 Sanitation and School Housekeeping ........................................12 hours
Class #4 Floor and Carpet Care for Schools ...........................................18 hours
Class #5 Custodial Essentials Part A .......................................................18 hours
TOTAL ......................................................................................................60 hours

Achievement - Master Custodian Certificate

Class #1-5 and 6,7,8
Class #6 Minor Maintenance and Climate Support:
  Structure and Energy Conservation for the
  School Custodian ...................................................................................18 hours
Class #7 Grounds Care for Schools .........................................................12 hours
Class #8 Custodial Essentials Part B .......................................................18 hours
TOTAL ....................................................................................................48 hours

Master Custodial Certificate

Classes #1 - 5 ............................................................................................60 hours
Classes #6 - 8 ............................................................................................42 hours
TOTAL .............................................. 108 hours
Leadership Training (Interaction Management Training):

1. Interaction Management ...................................................... 2 hours
2. Improving Employee Performance ....................................... 4 hours
3. Improving Work Habits .................................................... 4 hours
4. Maintaining Improved Performance .................................... 4 hours
5. Utilizing Effective Follow-Up Action .................................. 4 hours
6. Handling Employee Complaints ......................................... 4 hours
7. Delegating Responsibility .................................................. 4 hours
8. Overcoming Resistance to Change ..................................... 4 hours
9. Reducing Tardiness ............................................................. 4 hours

TOTAL ............................................................................. 34 hours

E. Achievement - Head Custodian Familiarization Training 80% passing grade in 24 hour classroom setting with demonstrated skills in hands-on activities.
TOTAL ................................................................. 24 hours

F. After achieving the Master Custodial Certificate, one of two paths may be selected.

1. Leadership Development Training - 34 hours with completion grade of 80% or higher.
2. Skill Program

   a. Optional career pattern for Skilled Trade position.

G. Internship Program

1. Work at specific school sites as acting Head Custodian or for relief purposes. An evaluation period to determine skills will be given prior to successful completion of the program. The evaluation period will be no more than one year after they have entered the Internship Program.

H. Head Custodian Position - offered to most senior employee who has successfully completed Internship Program.

1. Employee will attend designated continuing education programs annually to retain Head Custodian status.

I. Leadership Development/Technical Training - 60 hours with 80% or higher completion grade.

J. Senior Head Custodian - offered to most senior Head Custodian who has responded to the posting.

1. Employee will attend designated continuing education programs annually to retain Senior Head Custodian status.
IMPLEMENTATION

Upon Board approval the administration shall take the following action:

1. Notify all custodial employees about the Custodial Advancement Program.

2. In conjunction with the Union, establish an “Appeals Panel” to resolve issues arising out of the Custodial Advancement Program.

3. Classes shall be filled in the following manner:
   a. Those employees needing a particular course commensurate with their duties shall be afforded first priority. In case of class overload, the employee with the most seniority shall be selected for that class.
   b. Senior Head Custodians and Head Custodians needing the CAP shall be afforded initial priority to attend classes upon implementation of the program.
   c. Release time, if required, shall be provided for CAP participants to attend classes without loss of pay.

PROCEDURES FOR ENROLLMENT IN COURSE WORK IN CAP

1. Notification of courses offered will be sent out by the staff of the Professional Development Center (PDC). This information shall include, but not be limited to, the following:
   Time, place, number of hours, course number, brief description of the course, class size and name of instructor.

2. Interested parties must register with the PDC to insure space available. Applicants shall be selected on a first come - first served basis, except as outlined in number 3 below.

3. Those employees nearing completion of a required and approved program and/or needing a particular course commensurate with their duties shall be afforded first priority.

COURSE DESCRIPTIONS

Sanitation and School Housekeeping ......................12 hours

This training manual includes basic material in the subject areas of:
  bacteriology
  germicidal - detergents
  special cleaning agents
  spot and stain removal technique
  sanitation tools and supplies
  toilet fixtures, surfaces, and finishes
  sanitizing methods and procedures
  soils and surfaces
  housekeeping cleaning methods
  pest control
Class size maximum - 30

Floor and Carpet Care .....................................18 hours

This course covers all types of floors and carpets and the care required for each type such as:
- sweeping
- dust mopping
- vacuuming, wet and damp mopping
- scrubbing
- stripping
- rinsing
- sealing
- waxing
- sanding
- spot and stain removal
- shampooing
- spray buffing
- refinishing

The class uses visual aids, class discussion participation, and demonstrations.

Class size maximum - 30

Safety in School Operations ..........................6 hours

An outline of this material is:
- philosophy and laws
- accidents and reporting
- personal safety
- conditions
- factors
- object handling
- protective devices
- special equipment
- building safety:
  - structural systems
  - mechanical systems
  - electrical systems
- fire safety
- housekeeping safety
- grounds safety: site and physical traits
- student safety
- hand tool safety
- First Aid

Class size maximum - 30

The Professional School Custodian ....................6 hours

Topics discussed are:
school CAP for the custodian
selecting the custodian
good public relations
human relations
employer-employee relations
legal and ethical aspects
structure of custodial responsibilities
Board policy
administrative regulations
custodial handbook
decision making
custodian’s relations with general public
custodian’s relations with employees
custodian’s role in management
communications and responsibilities
training new employees
Class size maximum - 30

Minor Maintenance for Custodians and Climate Support:
Structure and Energy Conservation..............18 hours

The course content includes:
defining minor maintenance
basic electricity: sources, tools, equipment
basic carpentry: tools, equipment, job procedures
basic plumbing: tools, equipment, job procedures
painting: tools, equipment, job procedures
masonry: tools, equipment, job procedures
Class size maximum - 30

Grounds Care for Schools...............................6 hours

Course Content includes:
good grounds care
lawn: grasses, soil, mowing, disease, fertilizing, watering
recreation areas
shrubbery
trees
equipment
pest control
Class size maximum - 30

Custodial Essentials - Part A .........................18 hours

This course is a condensed version of classes 1-4
Class size maximum - 40

Custodial Essentials - Part B .........................18 hours
This course is a condensed version of classes 6 and 7.

Class size maximum - 40

Interaction Management, The Challenge of Leadership 2 hours

This is an introductory module dealing with the Key Principles of the Interaction Management Training Program. The focus is the leadership role of the Head Custodian.

Improving Employee Performance .........................4 hours

As a director of work activities, one of the Head Custodian/Senior Head Custodian’s major responsibilities is keeping the output of the employees in the work group at certain standards of quality and quantity. To meet the goals/standards established for the job, each employee must be willing to do his/her share. When an employee is under-performing, the Head Custodian/Senior Head Custodian should take action. The key is to handle the discussion with the employee in such a manner that s/he is motivated to improve performance. The employee must be motivated. There is no other way to successfully improve the performance of the work group.

Class size maximum - 12

Improving Work Habits ..................................4 hours

Directors of work activities are often faced with the problem of an employee who is developing a poor work habit, such as sloppy housekeeping, inappropriate dress, unsafe procedures, improper use of the telephone, lateness, etc. A poor work habit which develops in one employee may spread to the rest of the work group. Therefore, it must be handled immediately and effectively. A poor work habit should be dealt with as soon as it appears because habits are much easier to change as they are developing than after they have become established. The effective Head Custodian/Senior Head Custodian notices the work habits of the employees in the work group. When an employee starts to develop a poor work habit, the Head Custodian/Senior Head Custodian takes immediate action to change the habit before it becomes a bigger problem.

Class size maximum - 12

Maintaining Improved Performance .......................4 hours

When an employee’s performance improves, it is imperative that the Head Custodian acknowledge that improvement in a way that will encourage the employee to maintain the improvement. While it may seem easy to encourage employees to maintain improvement, it is really a very difficult situation to handle effectively. Poor handling of this situation can be seen by the employee as an insincere compliment. Insincerity (either real or perceived) will not encourage the employee to maintain the improved performance.

Class size maximum - 12

Utilizing Effective Follow-Up Action ..................4 hours

When an employee’s unsatisfactory performance or poor work habit continues even after discussions of the problem, the Head Custodian needs to take action. This module will help
build the skills to conduct effective follow-up discussions, giving the employees another chance to solve the problem before disciplinary action is taken.

Class size maximum - 12

Handling Employee Complaints ........................................4 hours

Every employee has a complaint from time to time. Sometimes the Head Custodian can take actions which will resolve the complaint; at other times he/she can do little more than listen to the complaint. At all times it is important that the Head Custodian establish a climate which encourages employees to bring their complaints to him/her. Employees will voice their complaints no matter what the work climate. If there is an open climate, the complaint will be voiced to the Head Custodian. If a relatively closed climate has been established, the complaint will probably be voiced only to other employees.

Class size maximum - 12

Delegating Responsibility.............................................4 hours

Delegating allows the head custodian time to devote to other activities that will build a more efficient and effective work unit. Effective delegation is probably the most direct and effective way of developing employees. In this module the custodian will develop skills to utilize subordinates effectively by allocating work that is accompanied by responsibility and accountability.

Class size maximum - 12

Overcoming Resistance to Change.................................4 hours

The head custodian has a direct impact upon employee acceptance and involvement whenever changes must be implemented. Managing change means developing strategies to help employees through the transition and to assist those who are having difficulty adjusting during the change period. This module builds skills to effectively work with employees to help them overcome real or perceived barriers to making the change work.

Class size maximum - 12

Reducing Tardiness ....................................................4 hours

Tardiness is a problem that most head custodians have to deal with from time to time. It is important that the tardiness be dealt with effectively and promptly because tardiness causes several other problems. The tardy employee may get behind in his/her work. Also, other employees may be unhappy and wish to have the same “privilege.” The result may be that other employees complain about the tardy employee or come in late themselves.

Class size maximum - 12

Custodial Workday Stipulations

1. All custodial personnel will have a posted schedule drafted by the custodial manager or his/her designee outlining their regular (routine) duties. The state guidelines shall be used for establishing the times allotted for custodial duties.
2. When circumstances require a deviation from a custodian’s regular schedule, that schedule shall be modified by the custodial manager or his/her designee to accommodate the loss of time from the regular schedule.

3. When such modification reduces the routine cleaning of a classroom or other spaces, the custodial manager or his/her designee shall be responsible for notifying the users of such spaces in order to alleviate any negative reactions toward custodial personnel.

4. When non-routine tasks are assigned that would normally be completed by personnel other than custodial, the custodian shall not be negatively evaluated for the time spent on such tasks.

5. Use of regular custodians in lieu of substitute custodians is acceptable as long as the overtime hours worked do not exceed the cost of a substitute custodian. If regular custodial staff is not available for overtime, regular aides may be utilized for custodial duties as long as the overtime hours worked do not exceed the cost of a substitute custodian.

6. Custodial work assignments at each work site will be posted and bid twice each school year. The assignments will be bid on a seniority basis, with the most senior custodian at that work site bidding first and so on down the seniority listing until all cleaning assignments have been assigned.

APPENDIX D - TRANSPORTATION PROGRAM

A. Transportation Attendant Salary Schedule

The Transportation Attendant Salary Schedule is the T1 Salary Schedule.

B. Schedule or Shift Changes

1. Drivers and attendants will not be required to work more than 40 hours per week, nor will they be required to work on Saturday or Sunday except by mutual consent of the driver or attendant and Operations.

2. If a driver’s or attendant’s schedule is changed resulting in his/her moving into a lower block time, the driver or attendant will continue to be paid at the minimum of his/her old block time for 30 days or until the next bid meeting, whichever comes first.

3. Any employee’s route may be modified as long as the modification takes place within the employee’s bid block time.

4. A driver or attendant may be removed from a route with the mutual consent of the driver or attendant and the Parties. The driver will assume the duties of a utility driver and a utility driver will be assigned to cover the driver’s route. Any attendant removed from a route with the mutual consent of the Parties will be assigned duties by management. The driver or attendant shall be guaranteed the route time of his/her old route until the next scheduled bid meeting.
C. Block Time

1. Transportation routes will be in the following block times:

   Four - Six hours
   Six - Eight hours

   Once a block is selected, employees required to work beyond such block time shall be
   compensated at the applicable rate.

2. Employees bidding for routes in Block Four-Six shall be guaranteed a minimum of four
   hours per day.

3. Employees bidding and receiving routes in Block Six-Eight shall be guaranteed a mini-
   mum of six hours per day.

4. An employee bidding and receiving an eight hour position shall be guaranteed a 40 hour
   week. Such an employee's schedule may be a flexi-schedule; however, any 40 hour posi-
   tion must be bid, explaining in full the terms and conditions of the position. Such a
   schedule could encompass a seven day period; however, the employee will be compen-
   sated in accordance with applicable statutes.

D. There shall be one class of Utility Drivers.

1. Utility Driver employees shall be guaranteed a minimum of six hours per day. Mandra-
   gement may assign Utility Drivers duties consistent with their job description except as
   stated in 2. below. No drivers will be utilized for office work, and no non-school bus
   drivers will drive school buses, except in emergency situations determined by SC/TA
   and management.

2. Any route that is vacant for more than five working days shall be offered to Utility
   Driver employees according to seniority. Any Utility Driver driving such a route may, at
   the end of 20 working days, request that s/he be allowed to relinquish said route and that
   route shall be offered again to the Utility Driver employees according to seniority.

E. Bidding of Routes

1. Initial Bidding of Routes

   a. All routes and utility driver positions will be bid in the following manner and will be
      filled in accordance with seniority.

      (1) Bidding is open to all drivers and attendants.

      (2) To the greatest extent possible, routes will be posted in order from longest to
          shortest.

      (3) Utility driver and attendant positions will be posted and treated as though they
          were regular routes.
(4). Drivers and attendants shall bid on posted routes in seniority order.

(5). Management, with input from the Transportation Working Conditions Committee, will determine the procedures to be used in the bid meeting.

(6). Disputes regarding the initial bidding of routes will be presented to management and the Transportation Working Conditions for resolution. This will represent the informal step in the grievance process.

b. The initial bid shall take place no earlier than one week immediately preceding the first day of school for students.

c. Routes becoming available after the initial bidding will be offered to Utility Drivers according to seniority. The least senior Utility Driver must accept the route if it is not taken by a more senior Utility Driver.

d. Drivers will be reimbursed up to four hours for familiarizing themselves with their new routes and checking their buses. This will only take place the week before the start of the regular school year and the start of summer school.

2. Roundhouse Bidding of Routes

a. Three times per year on or about October 15, January 15, and March 15, bid meetings will be held at the Transportation compound in Osprey in order to fill all eligible routes that have become available since the previous bid meeting.

b. Ten working days before the bid meeting, a listing of those routes available with length, stops, pickup and drop-off points will be posted in the Osprey, 17th Street, and Taylor Ranch Compounds. New routes may be added to the list up to the day of the bid meeting.

c. A transportation employee must be present at the bid meeting in order to bid on a route except as outlined below in Paragraph d. A bid on a route will not be valid unless made by the person who will fill the position. Each driver and attendant will be afforded a reasonable amount of time in which to make a bid. The current route of the successful bidder will be put up for bid immediately after that driver or attendant accepts his/her new route. Vacant routes will continue to be bid until all are filled or until no one bids on the remaining routes. Routes remaining unbid will be disposed of in accordance with Section E, paragraph 1c.

d. A transportation employee may submit an absentee bid form if s/he is unable to attend the bid meeting. Absentee bids will only be accepted on routes which have been advertised in advance of the bid meeting on the official announcement. A transportation employee must submit a separate absentee bid form for each route s/he wishes to bid on. Absentee bid forms may be received up to the time of the bid meeting. There is no limit to the number of routes that can be bid on. After an absentee bidder is successful on any bid, all other absentee bids are pulled. Absentee bids will compete with bids from other transportation employees.
e. All bids are final and binding at the conclusion of the bid meeting.

f. Drivers and attendants may swap routes only with the mutual consent of management and the SC/TA, in consultation with the Transportation Working Conditions Committee.

g. After the bid meeting, a date will be set on which the route changes will take place. This date shall be no more than two weeks after the conclusion of the bid meeting.

3. Field Trips

a. All drivers are eligible to drive field trips and will be placed on a seniority list for the purpose of bidding.

b. All attendants are eligible to bid on field trips that require attendants and will be placed on a seniority list for the purpose of bidding.

c. The list will be posted at three locations: 17th Street, Osprey, and Taylor Ranch compounds.

d. Field Trip List

(1) A list of the weekly available field trips will be posted at the three sites no less than 48 hours prior to the field trip bid meeting.

e. Field Trip Bid Meeting

(1) The Field Trip Bid Meeting will take place at the Osprey Compound at a time to be determined by the Transportation Working Conditions Committee.

(2) Drivers and attendants may use bus pools to the Field Trip Bid Meetings.

(3) The procedures for the Field Trip Bid will be determined by The Transportation Working Conditions Committee.

f. Emergency Field Trip Bids

(1) Field trips that become available after the regularly scheduled Field Trip Bid Meeting and that have to be run before the next scheduled Field Trip Bid Meeting will be bid out as emergency field trip bids. These field trip bids will be announced on the radio.

(2) An emergency field trip will be awarded to the most senior driver bidding on it. The driver must pick up the field trip paperwork in person at the dispatch window in Osprey, the day of the field trip.

(3) Emergency field trips that cannot be bid will be the responsibility of Operations.
g. Overtime

(1) Drivers and attendants are expected to monitor their own hours and should take no field trip that would put them over 40 hours in one week.

(2) Management reserves the right to allow 40+ hours in some cases.

(3) If a driver or attendant has selected a field trip that will put him/her in an unapproved overtime situation, the driver or attendant must give up the field trip and is charged as if he/she had taken one. If the driver or attendant has already driven the field trip and has as a result gone into overtime, the driver or attendant will be removed from the field trip list for a period of 12 months.

h. Penalties for Returned Trips.

(1) In the event a field trip is returned accompanied by an approved blue slip, there will be no penalty, as described in h(2).

(2) For an unexcused turn back of a field trip, the driver will be removed from the rotation list for a period of 12 months.

i. Canceled Field Trip

An employee shall be guaranteed three hours pay for a field trip canceled with less than 24 hours notice and not rescheduled. In the event a field trip is canceled and the driver/attendant is given 24 hours advance notice, there shall be no guaranteed pay. The driver shall not be charged for the canceled trip and shall get first bid at the next field trip bid meeting.

j. Postponed Field Trip

A field trip that is not run on the date originally posted will be considered canceled unless rescheduled within 24 hours. The rescheduled trip shall also be run within 30 days of the postponement. Employees may either accept the postponed trip on the rescheduled date or bid first at the next field trip bid.

k. In all cases, qualified attendants shall not be penalized because their normal assigned driver refuses and/or cannot drive on an assigned field trip.

l. If the change-over time from a regular route to a field trip and vice versa is 30 minutes or less, the driver or attendant shall be paid straight through at his/her appropriate rate.

m. A series type field trip is considered as one field trip and shall be assigned to the same driver and attendant.

n. Any driver or attendant who does not have a layover of at least 15 minutes for his/her normal break will be provided a minimum of 15 minutes for pay purposes as
part of the field trip compensation in both the A.M. and the P.M.

4. Emergency Recall List

a. Within 30 days of the ratification of this Agreement, a joint Union/Transportation/Administration Committee shall be formed to develop procedures for the implementation and utilization of this section. Such procedure is to be reviewed and approved by the Human Resources Department.

F. Duty Time/Compensation

1. Duty time shall be all of that time in which a driver or attendant is permitted to perform or suffers in the performance of his/her duties.

2. Drivers and attendants will be paid in accordance with this Agreement and/or the Fair Labor Standards Act, whichever rate is greater.

G. Radios/Tape Decks

Employees shall be permitted to have and use personal tape or deck players in their buses. Radios and tape decks must be approved by management and installed by our garage.

H. Commercial Driver’s License

Employees qualifying for a six year “Safe Driver” Commercial Driver’s License shall be reimbursed for the cost of license less the administrative fee.

I. Overtime

1. A transportation mechanic seniority list shall be established, with scheduled overtime being assigned to the most senior mechanic first and then rotating through the established list.

2. All other overtime for employees shall be distributed in a fair and equitable manner consistent with this Agreement.

J. Student discipline shall be handled in accordance with School Board Rules and policies.

K. Meal Allowances

1. Drivers and attendants on in-county field trips shall be responsible for their own lunches.

2. Drivers and attendants on out-of-county field trips shall earn regular meal allowances. Drivers and attendants earning meal allowances shall be “off the clock” for 30 minutes for each meal earned.
L. Summer School

1. Initial bidding of routes will be as described in paragraph E.

2. At the end of the first week of summer school, a roundhouse bid will be held to fill routes that have become available.

3. A list of substitutes will be drawn up from employees who volunteer for summer school driving and will be used to fill positions by seniority.

M. Half Hour and Round-Up

1. The actual projected driving time would be rounded off to the next highest one-half hour and an additional 30 minutes added to it.

2. Drivers would drive routes until approximately September 15 and then if there were major discrepancies of 15 minutes or greater, request a route change from a routing supervisor. These route changes would take place between approximately September 15 and the first roundhouse bid on or about October 15. Any modifications to routes will be made retroactive to the date of the change.

3. Each routine route change after the first roundhouse bid will be adjusted in six minute intervals.

4. This allotment of time would eliminate the need for all white sheets and encompass all duties regularly assigned to the driving or attending of a bus. Extra duties as approved by management would be assigned a gold sheet which grants automatic payment for the duty.

5. The paying of overtime for eight hours in a day is rescinded and overtime will only be figured on over 40 hours per week.

N. Authority of Bus Drivers

1. The school bus driver shall preserve order and good behavior on the part of all students being transported on school buses.

2. The school district shall require a system of progressive discipline of transported students for actions which are prohibited by the code of student conduct. Disciplinary actions, including suspension of students from riding on school district-owned or contracted school buses, shall be subject to school board policies and procedures and may be imposed by the principal or the principal’s designee. The principal or the principal’s designee may delegate any disciplinary authority to school bus drivers except for suspension of students from riding the bus.

3. The school bus driver shall have the authority to control students during the time students are on the school bus, but shall not have such authority when students are waiting at the school bus stop or when students are en route to or from the school bus stop except
4. If an emergency should develop due to the conduct of students on the bus, the bus driver may take such steps as are immediately necessary to protect the students on the bus.

5. Bus drivers shall not be required to operate a bus under conditions in which one or more students pose a clear and present danger to the safety of the driver or other students, or the safety of the bus while in operation. The school district shall have measures in place designed to protect the bus driver from threats of physical injury from students.

6. School districts may use transportation, school safety, or FEFP funds to provide added security for buses transporting disruptive or delinquent students to and from school or other educational activities.

7. In the case of a student having engaged in violent or blatantly unsafe actions while riding a school bus, the school district shall take corrective measures to ensure, to the extent feasible, that such actions are not repeated prior to reassigning the student to the bus.

APPENDIX E - CONDITIONS AND PROCEDURES FOR SICK BANK

1. Membership

An employee, having been employed by the Board for at least one year and having at least ten days accrued sick leave as of date of application for membership, may enroll in the sick leave bank by voluntarily contributing a newly earned (eleventh) sick leave day to the bank prior to October 31, of any given school year. Each employee may not contribute more than one sick leave day, except as hereafter provided. Sick leave days donated to the bank by employees will not be returned to employees except as hereafter provided.

2. Duration and Replenishment

a. When the number of unused sick leave days in the bank is reduced to 30% of the number of members of the bank, the bank will be replenished in the following manner:

(1) During the two month period following the date when the bank reaches the 30% point, each member will have one-half day deducted from his/her personal sick leave account and deposited to the bank.

(2) A member who chooses to no longer participate in the bank shall notify the committee in writing of his/her withdrawal and will not be able to withdraw any sick leave already contributed to the bank.

(3) A member who chooses to continue participating in the bank will contribute one-half day of accrued sick leave to the bank.

(4) A member drawing from the bank or in the 20 day waiting period, as hereafter provided, at the time the bank reaches the 30% point, may choose to continue participating in the bank by contributing the next one-half day of accrued sick leave to the
bank, regardless of whether or not it is earned within the two month period set forth in subsection 2.a(1) above.

3. Administration

a. The sick leave bank will be administered by the Human Resources Department. Forms may be obtained by participating employees from the Human Resources Office.

b. An overview committee will be formed to review the administration of the bank and determine eligibility as set forth in subsection 4.b. The committee will be composed of two voting representatives appointed by the Superintendent, two voting representatives appointed by the Union, and one ex officio representative appointed by the Superintendent. This person shall act as chairperson of the committee.

4. Benefits

a. In the event a member of the bank suffers a catastrophic illness, accident, or injury (i.e., one causing the member to be unable to work for a prolonged period of time for which they are not receiving Worker's Compensation benefits), the member shall receive paid leave from the bank in the following manner:

   1. All accumulated sick leave of the member must first be expended.

   2. Before the first benefits for a member can be drawn from the bank, the member must undergo an unpaid leave of twenty continuous work days. However, the member may choose to use accrued vacation days as part of the twenty day period.

   3. Each time a member wishes to draw benefits from the bank, an application must be made to the bank, submitting medical certification and justification for the protracted leave.

   4. A maximum of 90 paid work days may be received from the bank by a member. Should a member of the Sick Bank exceed his/her 90 days of benefits, s/he will be removed from the Bank for a period of not less than three years. After that time period, s/he may choose to re-enroll in the Bank as detailed elsewhere in this Appendix.

b. Each application for sick leave bank benefits will be reviewed by the overview committee, which may challenge an application in the following manner:

   1. Two or more voting representatives may challenge the medical certification of the applicant.

   2. Upon challenge, the committee chairman will randomly choose a doctor from a standing panel appointed by the Board.

   3. The panel doctor will examine the challenged applicant and review pertinent files and records.
(4) If the panel doctor concurs with the medical certification of the applicant, the certification will stand and the applicant will receive the sick leave bank benefits.

(5) If the panel doctor disagrees with the medical certification of the applicant, the two doctors will choose a third doctor of their choice.

(6) The third doctor will examine the challenged applicant and review pertinent files and records.

(7) If the third doctor concurs with the medical certification of the applicant, the certification will stand and the applicant will receive the sick leave bank benefits.

(8) If the third doctor disagrees with the medical certification of the applicant, the application will be denied and the applicant will not receive the sick leave bank benefits.

(9) Other than as set forth in this subsection (b.2), no challenges or grievances may be raised concerning the original medical certification and the decisions/opinions of the panel doctor and third doctor.

(10) The cost of the medical certification will be borne by the member. The cost of the panel doctor and the third doctor will be borne by the Board. If at any time the costs of the panel and third doctors are becoming, in the opinion of the Board, too burdensome, the Parties shall reopen the Agreement to negotiate this Section 4.b(10).

APPENDIX F - BARGAINING UNIT INCLUSIONS/EXCLUSIONS

1. Secretaries to Superintendent

2. Secretaries to Assistant Superintendents

3. Secretaries to Principals

4. Secretaries to Executive Directors

5. Human Resources Specialists

6. Route Coordinators*

7. Safety Officers

8. Human Resources Department Secretaries

*Subject to PERC acceptance to joint petition filed by the parties.
APPENDIX H - COST CENTER BASED MANAGEMENT/SHARED DECISION MAKING

1. Organization: Each cost center shall determine the organization and structure of its decision making structure. Administrators and classified staff shall agree on (a) cost center improvement goals and (b) whether to use a hierarchical or shared decision making model. A two-thirds favorable ballot by staff and student leaders shall be used for this purpose.

For those cost centers utilizing Cost Center Based Management/Shared Decision Making, the following procedures will apply:

a. Individual Cost Centers: the shared decision making team should be structured to meet the unique needs of each cost center. Its size should be functional but large enough to represent cost center's administrators. Its members shall be selected by peers.

The shared decision making team shall make decisions on cost center site policies and procedures through a consensus development approach.

A significant responsibility of the shared decision making team shall be its participation in the cost center's strategic planning process. In assuming this role, greater flexibility will be provided to the site in its use and management of human and material resources.

2. Traditional organization: Cost Centers choosing to utilize a hierarchical model shall continue to employ appointed staff leaders and Working Conditions Committees in their traditional advisory roles.
### APPENDIX I - GRIEVANCE REFERRAL FORM

**Name of Grievant:**

**Date of Grievance:**

**Article(s)**, **Section(s)**,

And other applicable Statutes, DOE Rules and/or School Board Rules

**Work Site:**

**To Whom Submitted:**

**Description of Grievance:**

**Corrective Action Requested By Grievant:**

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**Step I**

Signature of Administrator: Date

Signature of Grievant: Date

**Step II**

Signature of Administrator: Date

Signature of Grievant: Date

**Step III**

Signature of Administrator: Date

Signature of Grievant: Date

**Step IV**

Signature of Administrator: Date

Signature of Grievant: Date

**Step V**

Signature of Administrator: Date

Signature of Grievant: Date

CLASSIFIED
APPENDIX J - SUMMER SCHOOL

A. Application

The following agreement pertains only to the filling of positions in the aide and secretarial divisions for summer school employment. It does not pertain to the hiring of classified employees in other divisions and is not meant to alter the past practices which exist in hiring in those divisions.

B. Coordination with Main Collective Bargaining Agreement

This summer school agreement is adopted by the SC/TA and the Board as an amendment to the main collective bargaining agreement. If there is any conflict or inconsistency between the terms and conditions of the main agreement and those of this summer school agreement, pertaining to summer school, the terms and conditions of this summer school agreement shall prevail. Certain provisions of the main agreement have no relevance to summer school because of operational differences. Such portions of the main agreement shall not apply to summer school.

C. Summer School Benefits

Sick leave will be earned, and may be used or accumulated, in the same manner and degree as during the regular school year. Other fringe benefits provided during the regular school year will also be provided during summer school, except that there shall be no duplication or overlap of benefits.

All benefits will be prorated according to the number of days of summer school. Summer school employees who work at least half the summer school term will receive benefits at one-half the rate or amount received by full-time summer school employees.

D. Selection of Summer School Employees.

All currently employed classified staff are eligible for summer school employment. Except as otherwise agreed, when two or more employees are eligible for a summer school position in their appropriate division, the employee with the greatest seniority shall be selected. Each employee must possess the minimum qualifications for the position in question. Should no qualified applicants exist from within the appropriate job classification, qualified applicants will be selected from other job classifications on a seniority basis. If no qualified candidate exists for a position, such position may be filled at the Superintendent’s discretion. Registrars, bookkeepers, and other positions as agreed to by the Parties to have a special need to work at the site to which they are normally assigned may be hired without regard to any limitation stated in this agreement.

E. Placement

Eligible employees (those selected under those procedures specified above) who during the preceding regular school year were assigned to a work site in which summer school is being held, shall be assigned to that work site during summer school. If a sufficient number of positions are not available at that school, the employee with the greater seniority will be selected.
Employees will be placed in summer school work sites according to their expressed preferences on a seniority basis, to the greatest extent possible.

F. Employees employed in summer school will receive one additional sick day which will be added to their existing sick leave accumulation.

G. Parity - Employees will receive their normal hourly rate of pay from the immediately past school year for each day of summer school worked.

APPENDIX K - EMPLOYEES OF CHARTER SCHOOLS

A. Employment Status

1. Conversion of existing school, classified bargaining unit:
   Board employees who choose to remain in an existing school that becomes a charter school that has elected within its charter to continue as part of the existing classified bargaining unit will be bound by all the terms and conditions of the Classified Bargaining Unit Agreement (including the accrual of seniority) consistent with other members of the classified bargaining unit.

2. Conversion of existing school or new charter school, different or no bargaining unit:
   Board employees who elect to work in a charter school with a different or no bargaining unit will be considered to be on an unpaid charter school leave with the Board. New employees hired by a charter school (other than those hired in converted Board schools who elect to remain within the classified bargaining unit) will not be considered to be members of the Classified Bargaining Unit of the School Board of Sarasota County and will have no transfer or seniority rights for bargaining unit positions.

B. Initial Staffing

Any existing employee at that work site who chooses not to participate in the newly converted chartered school will be afforded the opportunity to surplus him/herself and will be placed in a manner consistent with those procedures outlined elsewhere in this Agreement.

C. Seniority Rights

While on an approved charter school leave of absence the employee's seniority time with the Board will be frozen and s/he will not accrue any additional seniority while on such leave.

D. Rights of Return to Board Position

Employees on an approved charter school leave wishing to return to employment with the Board will be placed into vacant positions in a manner consistent with those procedures specified elsewhere in this Agreement for an employee returning to duty from an approved leave of absence. An employee hired by a charter school who is not on an approved charter school leave of absence from the Board may apply for a vacant position with the Board and will be treated in a manner consistent with other non-Board applicants.
E. Benefits

Employees on a charter school leave of absence will be able to purchase their benefits pursuant to current COBRA and Classified Bargaining Unit Agreement guidelines.

F. Salary Experience Credit

Employees will not accrue experience credit with the Board for those years for which they serve on an approved charter school leave of absence. New employees employed by the charter schools who are subsequently employed by the Board will be placed on the salary schedule in a manner consistent with those rules specified in Article IX of the Classified Bargaining Unit Agreement.

G. Transfers/Surplussing

The existing transfer and surplussing procedures outlined elsewhere in this Agreement will not apply to charter schools (other than converted Board schools which elect to remain within the classified bargaining unit). Specifically, Board employees may not transfer or be surplussed into charter schools. Existing Board employees may request to be hired by the charter school and such hiring will be governed by whatever rules have been promulgated by that charter school and approved by the Board.