



Contract Between

**THE SCHOOL BOARD OF VOLUSIA COUNTY**

and

**VOLUSIA EDUCATIONAL  
SUPPORT ASSOCIATION**

**2009 - 2013**

Effective Date - July 1, 2009  
Board Adopted - February 23, 2010  
Board Approved Amendment - February 14, 2012

*Through the individual commitment of all, our students  
will graduate with the knowledge, skills, and values  
necessary to be successful contributors to our democratic society.*

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**ARTICLE 1**  
**PREAMBLE**

It is the intent of this Agreement to resolve issues concerning wages, hours and terms and conditions of employment, through negotiation, and to promote and insure confidence among the members of the Bargaining Unit.

**ARTICLE 2**  
**DEFINITIONS**

Terms used in the Agreement shall be defined as follows:

1. **Administrative Rules** -- The Administrative Rules of the Florida Board of Education.
2. **Agreement** -- The document which delineates the terms which are mutually agreed to as the result of collective bargaining.
3. **Annual Contract Employee (Non-Tenured)** -- Employee who has been employed more than ninety (90) consecutive working days, but who has not obtained tenure. The reappointment of annual contract employees is within the sole discretion of the Superintendent and the Board.
4. **Association** -- Volusia Educational Support Association (VESA).
5. **At Will Employee (Probationary)** -- An employee who has been employed ninety (90) or less consecutive working days, who may be dismissed without cause.
6. **Bargaining Agent** -- Volusia Educational Support Association (VESA).
7. **Bargaining Unit** -- That group of Employees determined by the employer and the Bargaining Agent and approved by the Public Employees Relations Commission (PERC) to be appropriate for the purpose of collective bargaining.
8. **Board** -- The School Board of Volusia County, Florida.
9. **Certification** -- The designation by the Public Employees Relations Commission (PERC) of an Employee organization as the Bargaining Agent of the Employees in an appropriate Bargaining Unit.
10. **Collective Bargaining** -- The process by which the Bargaining Agent and Board make a determination regarding wages, hours and terms and conditions of employment.
11. **Continuous Service** -- Non-interrupted service with the Volusia County School System from the first day of service. Absence from service by a board approved unpaid leave shall not be deemed an interruption in continuous service.
12. **Days** -- Employee working days.
13. **Emergency** -- Any unforeseen occurrence requiring prompt action.
14. **Employee** -- Any Employee represented by the Bargaining Agent.

15. **Employer** -- The Board or administration
16. **Fiscal Year** -- As defined by the Legislature of the State of Florida.
17. **Full-Time Employee** -- For insurance coverage purposes, one who works four (4) or more hours per day for the School Board.
18. **Immediate Supervisor** -- Principal, building supervisor, or designee who has the authority to nominate for employment and/or evaluate performance. When requested, the immediate supervisor shall identify the person in charge of managing and prioritizing each employee's work.
19. **Layoff** -- A “layoff” is defined as the separation from employment of an employee by the school board for lack of work or funds without any fault or delinquency on the employee's part. The separation from employment of a probationary employee shall not be considered a layoff. A non-reappointment, including the non-reappointment of annual contract employees who have completed the Deferred Retirement Option Program, shall not be construed as a layoff, nor shall a transfer (voluntary or involuntary).
20. **Longevity** --Years of Volusia County Schools Service.
21. **Party** -- The School Board and a certified Bargaining Agent. The term may also be used to refer to representatives of each of the above.
22. **PERC** -- The Public Employees Relations Commission of the State of Florida.
23. **Promotion** -- The advancement of an Employee to a higher rated job classification (pay level) within the bargaining unit.
24. **Reappointment** -- Action taken by the Board to renew an employee’s employment for the next year.
25. **Respondent** -- Individual who is alleged to have caused the grievance.
26. **Schools** -- Volusia County Public Schools.
27. **Seniority** -- Length of continuous service within the employment of the board as a member of the bargaining unit. Calculation of seniority shall begin with the bargaining unit employee's first day. In the event more than one individual bargaining unit member has the same starting date of employment, position on the seniority list shall be determined by lots. Upon written request by the Association, an updated seniority list shall be prepared annually and provided to the Association.
28. **Strike** -- The concerted failure to report for duty, the concerted absence of Employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of Employees from the full and faithful performance of the duties of employment with a public employer, for the purpose of inducing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment or participation in a deliberate and concerted course of conduct which adversely affects the services of the public employer, and picketing in furtherance of a work stoppage.

- 29. **Superintendent** -- The Superintendent of Schools of Volusia County, or his/her designee.
- 30. **Tenure** -- Completion of three full consecutive years of service in the district and reappointment for a fourth year.
- 31. **Termination** -- For the purpose of determining terminal pay, shall be defined as death, or a voluntary or involuntary separation from employment.
- 32. **Vacancy** -- Any unoccupied authorized position which falls within the Bargaining Unit.
- 33. **Work Center** -- Place(s) an Employee is directed to report for work.

**ARTICLE 3  
RECOGNITION**

**SECTION 1: RECOGNITION**

Pursuant to the action of the Board on December 14, 1976, pursuant to the Order of PERC 8H-RA-764-2024, dated March 15, 1977, the Board recognizes the Volusia Educational Support Association as the sole and exclusive Bargaining Agent of the Employees within the Bargaining Unit covered by this agreement for the purpose of collective bargaining in respect to wages, hours and terms and conditions of employment.

**SECTION 2: BARGAINING UNIT INCLUSION**

As per the PERC Order, the Bargaining Unit consists of all non-instructional clerical employees including Office Specialist I, Office Specialist II, Office Specialist III, Paraprofessional I, Paraprofessional II, Paraprofessional III, and Paraprofessional IV.

**SECTION 3: POSITION INCLUSION/EXCLUSION**

Any position created, or any change in title of any position, shall not result in such position being excluded from the Bargaining Unit except in the instance such position is designated by the Board or the Superintendent to be managerial confidential within the meaning of PERC. If such a designation is made, the position shall be excluded from the Bargaining Unit until such time as the designation of the Board or the Superintendent is reversed by PERC.

**ARTICLE 4  
SCOPE OF AGREEMENT**

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

**ARTICLE 5**  
**MEMBERSHIP DUES**

**SECTION 1: DUES CHECK OFF**

The Board will, upon written request, deduct semi-monthly contributions from salaries of Bargaining Unit members for dues. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an Association assignment card authorizing payroll deduction of membership dues in the Association. Pursuant to such authorization the Board shall deduct such sum as authorized, in equal pay period amounts, according to set pay schedule. The deductions shall be remitted not less frequently than monthly to the Association. In no event shall a deduction be made from the pay of an employee in any payroll period in which the employee's net earnings for that period, after other deductions, are less than the amount of dues to be collected.

Collection of dues if the employee terminates employment prior to deduction of the total annual membership dues is the responsibility of the Association. The Board shall not accept responsibility for the collection of fines, penalties, or special assessments.

**SECTION 2: DUES TERMINATION**

Such authorization shall continue in effect as long as the Association remains the Exclusive Bargaining Agent unless (1) revoked by the employee by providing the Board and Association with thirty (30) days written notice that the prior dues check off authorization is to be terminated, or (2) the employee is transferred out of the Bargaining Unit.

**ARTICLE 6**  
**NO STRIKE AGREEMENT**

The Bargaining Agent hereby agrees on behalf of its members and all employees of the Bargaining Unit it is certified to represent, that it shall not participate in a strike against the Board by instigating or supporting a strike in any manner. Any violation of Florida Statutes 447.505 shall subject the violator to the penalties provided in Florida Statutes Chapter 447.507.

**ARTICLE 7**  
**NEGOTIATION PROCEDURES**

**SECTION 1:**

Matters relating to wages, hours, terms and conditions of employment are the only subjects of negotiation in accordance with the Constitution and Laws of the State of Florida. In the event that either the Board or the Association desires to modify or terminate this Agreement then negotiations shall proceed.

**SECTION 2:**

If either party desires to alter this Agreement or its Appendices, a written notice must be submitted to the other party by March 1 of each year for negotiations to begin on or before May 1. Negotiations on any of the Articles or Appendices may be reopened at any time by consent of both parties. Negotiation sessions shall be held at mutually agreed upon times and places.

SECTION 3:

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

SECTION 4:

There shall be four (4) signed copies of any final agreement. Two (2) copies shall be retained by the Board and two (2) by the Association.

SECTION 5:

Negotiations shall be conducted in accordance with provisions of the Florida Statutes and rules and regulations of PERC with reference to good faith bargaining and impasse procedures.

SECTION 6:

The cost of printing the Agreement shall be shared equally between the parties. The quantity printed shall be mutually agreeable. Distribution shall be the responsibility of the Bargaining Agent. It shall be the responsibility of the Board to have the Agreement typed, printed and returned to the President of the Association within forty-five (45) days of the date of ratification by both parties.

SECTION 7:

Should any Article, Section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, or come into conflict with any future Statutes, rules or regulations, said Article, Section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted Article, Section, or clause. The deleted Article, Section, or clause, as well as any Article, Section or clause so affected by the deletion, shall be mutually rewritten within thirty (30) days.

SECTION 8:

All proposals and counter proposals shall be submitted in writing, unless otherwise agreed to by the parties. Each team shall furnish the other at least six (6) copies of all proposals and counter proposals. During a negotiating session, the wording of proposals may be changed by mutual agreement.

SECTION 9:

Meetings may be canceled by either party serving notice on the other at least twenty-four (24) hours prior to the meeting. Such canceled meeting may be rescheduled by mutual agreement.

**ARTICLE 8**  
**GENERAL PROVISIONS**

**SECTION 1: FAIR PRACTICES**

- A. The provisions of this Agreement shall be applied without regard to race, creed, color, religion, national origin, age, sex, or marital status. Membership in the Association shall not be denied to any employee because of race, creed, color, religion, national origin, age, sex, or marital status unless one or more of the above constitute a bona fide occupational qualification within the meaning of the law. No employee will be illegally discriminated against or given preference because of any of the above characteristics, unless otherwise required by law.
  
- B. Consistent with the Florida Statutes, Chapter 447, each employee in the bargaining unit has the right freely without fear of penalty or reprisal to form, join, and assist the Union, or act as a representative, and to refrain from any such activity, and each employee shall be protected by the Union and the Board in the exercise of these rights. Included within this clause is the right of the Union to provide representation consistent with the requirements of Chapter 447. An employee who believes he or she has been discriminated against based upon his or her Union activity shall be given the opportunity to meet with a VESA representative and the Superintendent to discuss the matter. Reasonable effort shall be made to schedule this meeting within ten (10) days of the request for the meeting.
  
- C. Employees shall have the protection of all rights to which they are entitled by the Constitution of the United States, Federal Statutes, Florida Constitution, Florida Statutes, DOE Policies and Regulations and School Board Policies, including those set forth in section A and B of this article, and the Grievance Article. Employees shall not be subjected to personnel practices which are prohibited by or in conflict with school board policy.
  
- D. All claims, or potential claims, whether legal, administrative or otherwise, of a violation, misinterpretation or misapplication of an employee's or group of employees' rights under this article or any of the law cited herein shall be subject to the grievance procedure but shall not be subject to arbitration except by mutual written consent of the parties. Should an employee or group of employees seek judicial or administrative relief with respect to the rights referred to in section C, he or they shall relinquish the right to proceed through grievance.

**SECTION 2: MEETINGS**

The Board agrees to allow the Bargaining Agent, upon request, to hold general meetings on ISE/Duty Days or Pre-Planning and Post-Planning Days, not to exceed two (2) per year and such meetings shall not exceed four hours.

**SECTION 3: AGREEMENT MAINTENANCE**

The Bargaining Agent agrees to encourage each employee to assist in the maintenance of this Agreement.

**SECTION 4: LAWS AND REGULATIONS**

The Bargaining Agent and the employees agree to abide by laws and regulations of the Federal and State governments prohibiting discrimination, to support the programs and plans of the school system, and to encourage qualified applicants of all ethnic groups and both sexes to seek available promotional opportunities with the Board.

## SECTION 5: USE OF FACILITIES

The Association and its representatives shall have the right to use school buildings for meetings and workshops other than during school hours and when not in conflict with scheduled school activities subject to the following:

- A. The approval of the building principal.
- B. Any cost of custodial services and any damage incurred, due to the negligence of the Association, shall be paid by the Association.

## SECTION 6: COMMUNICATIONS

- A. The Association shall have access to bulletin board space for official Association business for its use in the staff lounge or some other areas mutually agreed to by the parties. A copy of all postings shall be given to the principal or worksite administrator.
- B. The Association shall have the privilege to use the school system's mail services for communication to members of the bargaining unit. If charges are assessed by the United States Postal Service, Article 8 - General Provisions, section 6 A & B, Communications, shall be become null and void and any assessed charges shall be paid by the Association.
- C. The Association shall have the use of the Emergency Network Phone Tree when approved by the Superintendent or his/her designee.
- D. Effective January 1, 2007, all bargaining unit employees, who currently do not have district email and regularly scheduled to work three (3) hours or more in the workday, shall be provided with a district issued email address and access to a computer shall be provided at each work center.
- E. Nothing in this section shall be construed to authorize the Union to post or distribute any material or information, which is political, slanderous, defamatory, or libelous.

## **ARTICLE 9 THE SCHOOL BOARD'S RIGHTS**

It is the right of the Board to determine unilaterally the purpose of each of its schools and departments, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the Board to direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of lack of work or for other legitimate reasons.

## **ARTICLE 10 ASSOCIATION RIGHTS AND RESPONSIBILITIES**

### SECTION 1: MEMBERSHIP

The Bargaining Agent shall make available to each unit member the opportunity to become a member of the Association.

## SECTION 2: FINANCIAL DATA

The Board agrees to furnish the Bargaining Agent, in response to its written request, available information concerning the financial resources and financial condition of the school district. Such information shall be provided at the reasonable convenience of the Board and its administrative personnel and shall not interfere with any of the operations or functions of the Board or its administrative personnel.

## SECTION 3: COMMITTEE MEMBERSHIP

The Board agrees to representation by VESA on the following committees and councils, Joint Labor Management, Insurance, Calendar, Joint Labor District Safety and District Advisory Council. The Superintendent shall give consideration to inviting VESA representation on district wide committees dealing with issues that impact the wages, hours, terms and conditions of employment of bargaining unit personnel.

## SECTION 4: INFORMATION AVAILABILITY

Upon request, the Board agrees to furnish:

- A. A Board Policies and Procedures Manual, policy changes, Personnel Directory, and a copy of the proposed and final budgets for the school district, and a copy of Florida School Laws to the Association President.
- B. Twice a year a list of all eligible members of the Association giving employee name, address (as allowed by law), telephone number (when available), classification title, step, time allotment, and experience used for salary purposes.
- C. Upon request, up to ten (10) times a year, a set of mailing labels giving name, address, and Work Center name and number.

## SECTION 5: PERSONNEL DIRECTORY

The Board agrees to list the names of the Association officers in the Personnel Directory, if one is printed.

## SECTION 6: BOARD MEETINGS

The Board agrees to release from duty an official designee of the Association to attend Board meetings when business of concern to the Association is to come before the Board.

# **ARTICLE 11 EMPLOYMENT CONDITIONS**

## SECTION 1: NEW EMPLOYEES

New employees shall be considered probationary for the first ninety (90) working days during which time they shall be given every reasonable opportunity to develop into useful and productive employees but shall be considered employees at will. Thereafter, they shall be considered regular employees for the duration of their appointment. However, an employee shall not be considered to have tenure until the employee has served three full consecutive years in the district and has been re-appointed for a fourth

year. All new employees covered by this Agreement shall be issued a current copy of this Agreement by the Board. Nothing in this Agreement shall be construed to grant a probationary employee a right to continued employment during the employee's probationary period or to grant an annual contract (non-tenured) employee a right to reappointment.

## SECTION 2: TRANSFERS

A. When a vacancy occurs and is to be filled with an employee from within the Work Center, the Association shall be notified at least seven (7) days prior to the filling of any vacancy. The notice shall also be provided to the building representative for VESA. The notification will include:

1. The Work Center
2. The position(s) being vacated
3. The name of the employee filling each vacancy and that employee's former position

Employees are encouraged to provide the supervisor with up-to-date resumes and cover letters if they wish to be considered for vacant positions at the work center in the future. An employee's desire for advancement and improvement in training and skills may be appropriately discussed at the employee's evaluation conference. Cross training at the worksite, within the classification system, is encouraged.

When a vacancy occurs that is not to be filled with an employee from that Work Center, the Board agrees to post in all Work Centers a vacancy announcement. The announcement will specify required qualifications and specific competencies needed for the position, the salary range, the procedure for interviews, whether a temporary or permanent position, and deadline dates for application. Candidates shall have at least three (3) days in which to apply, in writing, after the date of issuance of the announcement.

### B. Filling Vacancies

1. An employee seeking a transfer to a vacant position shall apply for the position to the Human Resources Department. A list of such applicants shall be forwarded to the Worksite Administrator for consideration. The Board shall endeavor to fill vacancies with qualified applicants currently employed by the Board. Before new personnel are hired for vacant positions, employees with the greatest seniority who have requested transfer to such positions shall be given foremost consideration provided such employees have equal or better ability to satisfactorily perform the work in question as determined by the Worksite Administrator. Upon transfer within the same classification, the employee shall remain at the same step in the salary schedule. In any promotion, the employee shall be assured of no loss of steps.
2. Mandatory transfers may be made by the employer in cases of: (a) reduction of staff; (b) implementation of racially balanced staffs; (c) reassignment of employees within the county to staff new enlarged facilities; (d) elimination or reduction of an existing program; (e) relocation of an existing program; (f) when necessary to comply with state and federal mandates; and (g) when deemed necessary by the Superintendent in the best interest of the school district. In no instance shall there be a reduction in the employee's hourly rate unless said mandatory transfer is a demotion for disciplinary or performance reasons, or a transfer due to a reduction in staff.

3. The following procedures shall be used in promoting employees to fill posted vacant positions:
  - a. Consideration of applications for promotional vacancies within the bargaining unit shall be based in part upon:
    1. Seniority,
    2. Qualifications to perform job responsibilities as determined by the immediate supervisor,
    3. Exhibited desire to assume added responsibilities,
    4. Evaluation reports within the past two (2) years,
    5. Other pertinent criteria.
  - b. Any employee who received a promotion must be willing to transfer to another work location if necessary.
  - c. If requested in writing an explanation as to why the employee was not promoted shall be given.
  - d. If an employee is promoted to a temporary position within the same school/department the employee at the termination of the temporary position shall return to their former position with no loss in step or hourly rate as if the employee had remained in their former position. Any such temporary promotion shall be at the discretion of the immediate supervisor.

C. Other Provisions

Nine-month and ten-month employees covered by this agreement who are hired for summer school Clerk and Paraprofessional positions shall be paid their normal step.

SECTION 3: EMPLOYEE EVALUATION

Employees with three (3) or fewer years of experience in the Volusia County School District shall be evaluated twice annually, first by December 15 and secondly by April 30, in the absence of extenuating circumstances. Employees with more than three (3) years of experience in the Volusia County School District shall be evaluated at least once annually. Such evaluation shall be timed at the discretion of the evaluator but shall take place no later than April 30, in the absence of extenuating circumstances. Each employee shall be provided a conference to review the evaluation upon request. The employee shall be given a signed copy of the evaluation instrument prepared by his/her Immediate Supervisor. No such report shall be placed in the employee's official personnel file without the employee receiving a signed copy and an opportunity for a conference.

The first evaluation for an employee who has been transferred or promoted into a new position may be extended by thirty (30) days.

A summative performance rating of "needs improvement" shall require a conference between the Immediate Supervisor and the employee for the purpose of establishing a time line for improvement.

Reasonable effort will be made by the immediate supervisor to discuss performance problems with employees as they arise.

No employee (in the Bargaining Unit) shall be permitted or required to formally evaluate another employee.

The Performance Review Handbook shall be available on the Human Resources Department website.

#### SECTION 4: NOTICE FOR END OF YEAR REASSIGNMENT OR NON-REAPPOINTMENT

- A. Any employee who, in the next work year, is to be reassigned from one worksite to another shall be given written notice of the reassignment at least fourteen (14) calendar days prior to the first day the employee is required to report to the new worksite. Such notice shall be sent by certified mail to the employee's last address on file with the school district or by hand delivery with signed receipt during summer months if the employee is not scheduled to work in the school district during that time. However, a reassignment to another worksite may be made with less notice, where determined necessary by the Superintendent to be in the best interest of the school district. Where an employee is to be reassigned to another worksite in the next work year due to a change in staffing allocations, the school district shall consider the employee's home address when determining the worksite to which the employee will be assigned.
- B. Any employee who will not be recommended for reappointment shall be given written notice at least fourteen (14) calendar days prior to the end of the employee's contract year. When determined necessary by the Superintendent to be in the best interest of the school district, less than fourteen (14) calendar days notice may be given.

#### SECTION 5: VACANCIES REFERENCE FILE

A fiscal year file of all vacancies shall be available in the Human Resources Department.

#### SECTION 6: LAYOFF AND RECALL/REDUCTION IN HOURS

- A. The Board agrees to provide the Association with a list of names of the employees being laid off or displaced due to a reduction in force and such notice shall be sent within thirty (30) days of the occurrence. Employees to be laid off shall be notified as soon as possible after the decision is made. In no event shall the Board give less than fourteen (14) calendar days notice prior to the date of the layoff to affected employees. The Union shall be notified of the layoff prior to employees receiving such notice.

- B. Procedures

- 1. Layoff

- The employer shall determine when a layoff is necessary and shall determine the positions to be eliminated or reduced. In the event of a layoff, the following procedures shall be followed:

- a) The employer shall determine how many employees must be removed from the district by job classification and/or worksite.

- b) The employer shall layoff employees within that job classification and/or at each affected worksite taking seniority, skills and qualifications into account. Annual contract employees will be subject to a layoff prior to tenured employees, except when an annual contract employee possesses skills and qualifications that benefit the overall operation of the school or department, which other employees within the affected classification at the school or worksite do not possess.
- c) The superintendent/designee may then make the mandatory transfers that are necessary, if any, to insure that the layoff occurs at the worksite in which the administration sought to reduce the number of employees.

## 2. Reduction of Hours

The employer shall determine when a reduction of hours is necessary and shall determine the number of hours to be reduced. In the event of a reduction of hours within a given job classification the following procedures shall be followed:

- a) The employer shall determine how many hours must be reduced from the job classification at each affected worksite. The employer shall request, and give consideration to, volunteers prior to taking any action.
- b) The employer shall reduce hours within that job classification at each affected worksite taking seniority and training into account. If an employee has their hours reduced, they shall be notified of the reduction by the immediate supervisor. If the employee requests, the immediate supervisor will meet with the employee to discuss the reduction.
- c) If, within two (2) years after the loss of allocated hours, the allocation of hours for the classification at the worksite is increased, but not directed by the district to a specific function or class, the supervisor shall, in allocating the additional hours, give reasonable consideration to increasing the hours of the employees who have previously experienced a decrease in hours due to a loss of allocated hours at the school.

## 3. Exception

Any transfer of personnel deemed necessary by the Board as a result of any layoff or reduction of hours shall be exempt from the vacancy announcement requirement.

## 4. Recall

Employees who have lost employment due to a layoff shall retain recall rights for one (1) year and shall have preference to work over other applicants.

- a) Recall shall be made by certified mail to the last address in the employee's records. The Association shall be provided a copy of the recall letters. Within five (5) work days of the certified receipt date, laid off employees must signify their intention of returning to work (to the Human Resources Department). Failure to respond to the notice shall constitute a resignation by the employee.

- b) When employees are recalled from layoff, the employee with the greatest seniority in that classification shall be recalled first. If the laid-off employee, when offered recall, is temporarily unable to return to work due to medical reasons, they may request an extension of recall rights, not to exceed two (2) months.

## SECTION 7: EMPLOYEE PROTECTION

The Board shall furnish legal counsel to members in defense of civil legal actions arising out of the discharge of their duties within the scope of their employment in the school system, unless the Board finds that the member acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

## SECTION 8: EMPLOYEE DISCIPLINE

### A. Just Cause

1. Disciplinary action may not be taken against an employee except for just cause.
2. Disciplinary action shall be governed by applicable statutes. The Board will also apply the state regulations that may be adopted by the Department of Education regarding the use of reasonable force by Board employees.
3. Disciplinary action shall include written reprimands, suspensions without pay, performance related reductions in rank, terminations of regular employees, or the non-reappointment of employees who have tenure.
4. Before the Superintendent makes a recommendation to the Board for suspension without pay, performance related reductions in rank, or termination, the affected employee shall be given five (5) days written notice.

### B. Representation

In any meeting called by a member of the administration with the employee to discuss disciplinary action, the employee shall be advised of the purpose of such meeting and that it may result in disciplinary action and shall be entitled to representation upon request. Exercising representative rights by the employee shall not delay the investigative process more than twenty-four (24) hours unless mutually agreed.

If material relating to work performance, discipline, suspension or dismissal is placed in an employee's personnel file, and the employee chooses to respond in writing to such material, the employee's response shall be attached to such material. Documents included in an employee's personnel file can only be removed in compliance with Florida Statutes.

## SECTION 9: SUSPENSION

If an employee is suspended from duty and is subsequently exonerated by the Board of charges that resulted in this suspension, the employee shall be fully compensated by the Board for such period of absence according to their status at the time of suspension and be returned to full duty with no loss of pay. The employee shall further be returned to their former job classification.

## SECTION 10: TEMPORARY EMPLOYEES - 120 DAYS OR MORE

Those employees hired as temporary employees for the duration of a specific project or projects, or in place of an employee on leave, shall be entitled to the rights and benefits provided for in this agreement and termination due to expiration of the employment shall not be subject to appeal.

## SECTION 11: PAID-ON-BILL EMPLOYEES

Paid-on-Bill employees shall not be entitled to the rights and benefits provided for in this Agreement.

## SECTION 12: EMPLOYEE ASSISTANCE PROGRAM

- A. Whenever an employee is referred to or enrolled in an Employee Assistance Program, the School Board shall, to the extent allowed by law, maintain the confidentiality of the employee's participation.
- B. The School Board will not use participation in an Employee Assistance Program as a disciplinary measure. However, nothing herein shall prevent an employee's mandatory referral to an Employee Assistance Program, or the disciplining of any person who refuses to attend when referred.

## SECTION 13: NOTICE

The Board will provide the Union with a copy of any "request for proposal" or "invitation to bid" issued by the District which the District anticipates will result in the elimination of a substantial number of current bargaining unit positions.

## **ARTICLE 12 DAYS AND HOURS**

### SECTION 1: LUNCH/BREAK PERIOD

Employees will receive a ten minute break with each four hours worked. These breaks will be considered hours worked, and therefore will be paid time for the employees. In the event the board declares a four day work week for all or part of the workforce, the workday for full time employees (40 hours) shall consist of ten hours, including a fifteen minute break with each five hours worked and a 30 minute unpaid lunch break.

Employees who work six hours or more, but less than eight hours will be provided a 45 minute lunch break. Employees who work eight hours will be provided a 60 minute lunch break. Lunch breaks shall not be considered hours worked, and therefore will not be paid time. With the agreement of the worksite administrator, these lunch breaks may be reduced or waived.

The work site administrator shall determine the scheduling of lunch breaks and rest breaks.

Immediate supervisors shall establish the service needs of their buildings/departments. The immediate supervisor shall, keeping the service needs of the building/department as the primary consideration, give consideration to suggestions from employees regarding flexible scheduling of the lunch break. Suggestions may include the time the lunch is taken as well as the length of the lunch break. The immediate supervisor shall, if requested, meet with the staff to discuss the suggestions. The employer

recognizes the uniformity between departments, schools, etc., is not required, that each department/school may have unique needs in regard to coverage, which may result in different solutions.

#### SECTION 2: DAYS

All employees shall be employed for the number of days as set forth in the adopted school calendar for the specific work year.

#### SECTION 3: HOLIDAYS

- A. All employees who are employed for ten (10), ten and one-half (10 1/2) or eleven (11) months shall have the paid holidays now afforded ten-month instructional personnel.
- B. Twelve-month (12) employees shall have nine (9) holidays in accordance with the Board adopted Salary and Payroll Information document.
- C. If an employee is on unpaid leave the day before and the day after the paid holiday, the employee will not be paid for the holiday.

### **ARTICLE 13 WORKING CONDITIONS**

#### SECTION 1: WORK SCHEDULING

- A. The work week shall consist of no more than five (5) days of work within seven (7) consecutive days at the regular rate of pay. Bargaining unit members hired prior to July 1, 1989, shall not be required to work on Saturday or Sunday as part of their work week.
- B. Where weekend work is necessary, the Administrator concerned shall make every effort to rotate schedules to distribute weekend assignments equally. Where practicable, employee wishes shall be considered.
- C. The school board will endeavor, subject to budgetary concerns, to allocate an additional hour per day for ESE paraprofessionals at Plus One schools in order for such employees to be on duty to assist the ESE teachers and students.
- D. Employees shall not be required to report to work prior to the established starting time nor be compelled to work beyond their scheduled work day unless they are compensated for such additional time in accordance with this agreement.
- E. Except in the case of emergency as defined in this agreement, employees shall be given a reasonable notice of at least ten (10) working days when his or her work site or work schedule are to be changed.

#### SECTION 2: OVERTIME

When employees are directed to work overtime in addition to their regular hours, totaling more than forty (40) hours per work week, they shall be paid for the additional time at the rate of time and one-half (1 1/2) of the normal rate of pay for all hours beyond the regular work week. When the employee above works on Board designated holidays which they are scheduled to have off with pay, they shall be paid at double time, in addition to the holiday pay. In lieu of overtime pay an employee may be asked to take

compensatory time on a time and one-half (1 1/2) basis (or double time if a holiday situation). Taking into consideration the organizational subdivisions of the School District, assignments and shifts, the willingness to accept compensatory time if requested, the Administrators concerned shall assign overtime among employees as equitably as practicable. Where practicable, employee wishes will be considered.

### SECTION 3: CALL BACKS

An employee on call back shall be paid for a minimum of two (2) hours, or actual time worked, whichever is greater. (Compensatory time may be used in lieu of pay, if the employee so prefers.) Time shall be computed from the time the employee leaves home until the employee is released from the call back. Compensation will be computed at the overtime rate of one and one-half (1 1/2) times the employee's normal rate of pay for hours worked in excess of forty (40) hours per week, unless the call back falls on a holiday, at which time the employee would be compensated at two times the employee's normal rate of pay for hours worked, in addition to the holiday pay.

An extension of the length of the regular day without a break in hours, does not constitute a call back.

### SECTION 4: WORKERS' COMPENSATION

If Worker's Compensation is paid to the employee while the employee is receiving a salary, the employee shall return the Workers' Compensation to the Board.

### SECTION 5: ANCILLARY ACTIVITIES

Employee's participation in ancillary activities beyond the regular duty day for which no additional compensation is paid shall be strictly voluntary.

### SECTION 6: RESPONSIBILITIES

- A. Immediate supervisors shall not delegate to any employee the total responsibility for the control and direction of the students in any office, classroom, cafeteria, clinic, or playground except in case of emergency, or where the employee has received the school district's substitute teacher training or another training class specifically designed by the administration to assist employees in dealing with student behavior.

An Employee shall not be asked to substitute for a classroom teacher unless the employee has received the school district's substitute teacher training. Except at the time of employment or when transferring to a paraprofessional classification where a level of student supervision is required, an employee cannot be required to take the substitute teacher training. If a substitute teacher cannot be obtained, an employee may be asked to substitute for the teacher, when doing so does not violate state or federal law. However, the administration shall have sole authority to determine the requirements of Individual Education Plans, Education Plans, or other student plans required by law. In situations where there are an insufficient number of substitutes available at the school, if no employee volunteers, one may be assigned. However, if there are a sufficient number of substitutes available at the school, the employee has the right to decline the substitute assignment. Employees substituting for classroom teachers shall receive additional compensation as setout in Article 16 - Compensation, provided (1) that the principal or other site based administrator designated by the principal has given prior approval, and (2) each substitution last for at least one continuous half hour. Employees shall not be required to accept compensatory time in lieu of substitute pay.

- B. Employees shall not be required to administer any medication including but not limited to diabetic blood level checks, nebulizer treatments, etc. to students unless appropriately trained for the procedure. General medication administration shall only require generalized training. Any requirement beyond the dispensing of medication shall require specific training in the procedure involved, and where medically prudent, child specific training. Such training and appropriate updates shall be provided annually by the Board and shall be during work time. The Board shall continue to endeavor to obtain qualified health personnel to meet student health needs.
- C. Employees shall not be required to check for head lice.
- D. Employees shall not be required to transport students or conduct other district business in their own vehicle.
- E. Immediate supervisors shall not require an employee to call substitutes for the school before/after working hours, unless compensation has been agreed upon.

**ARTICLE 14**  
**LEAVES AND TEMPORARY DUTY**

**SECTION 1: GENERAL PROVISIONS**

- A. Specific leaves may be refused if the employee's absence would cause undue hardship or interruption in a vital school service.
- B. Requests for all Leaves and Temporary Duty should be made in accordance with current Personnel procedures and this agreement. Refusal of granting of leave other than sick leave is at the discretion of the administrator.
- C. Any employee who is willfully absent from duty without leave shall forfeit compensation for the time of such absence and be subject to disciplinary action in accordance with the Separation Policy.
- D. A leave, once granted, should remain in force for its duration unless both the employee and the Superintendent wish to terminate such leave.
- E. Any earned leave taken under this article for a given pay period must be taken in increments of 15 minutes after the initial one hour minimum.
- F. The terms of leave granted pursuant to the Family and Medical Leave Act shall be provided in Board policy.

**SECTION 2: SICK LEAVE**

- A. Any employee who is unable to perform their duty because of illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relatives or members of their own household, and consequently has to be absent from their work, shall be granted sick leave.
- B. Each full time employee shall earn one (1) day of paid sick leave for each month of employment which shall be credited to the employee at the end of that month and which shall not be used prior to the time that it is earned and credited. However, the employee shall be entitled to earn

no more than one (1) day of paid sick leave times the number of months of employment. Employees shall earn paid sick leave for employment in the summer school program as provided in Florida Statutes.

Paid sick leave shall be cumulative from year to year. In no case shall an employee be allowed to use unpaid sick leave until all earned sick leave is depleted.

- C. Any employee whose personal illness extends beyond the period covered by accumulated sick leave pay should request a leave of absence. Unpaid sick leave shall be permitted for a maximum of twenty (20) consecutive work days. Any unpaid leave provided under FMLA shall count toward this twenty (20) day limit. Leave beyond this period should be a Board approved Leave of Absence. If the employee is unable to or unwilling to complete the request for such Leave of Absence, the Employee Services Department may initiate the leave for up to the remainder of the employee's contract year.
- D. Sick leave earned in another governmental agency covered by the Florida Retirement System by a non- instructional employee may be transferred to Volusia County at the request of the individual. Such leave is credited to the individual's leave account at the same rate sick leave is earned for each year of Volusia service.
- E. Upon written request, which must be submitted within five (5) days after the end of the employee's work year, an employee shall receive an annual payment for accumulated sick leave that is earned for that year and that is unused at the end of the employee's work year according to the following schedule.
  - 1. During the first three (3) years of service in Volusia County, the hourly rate of pay multiplied by sixty-five percent (65%) times the number of eligible hours of sick leave.
  - 2. During the fourth through sixth (4-6) years of service in Volusia County, the hourly rate of pay multiplied by seventy percent (70%) times the number of eligible hours of sick leave.
  - 3. During the seventh through ninth (7-9) years of service in Volusia County, the hourly rate of pay multiplied by seventy-five (75%) times the number of eligible hours of sick leave.
  - 4. During the tenth and beyond years of service in Volusia County, the hourly rate of pay multiplied by eighty percent (80%) times the number of eligible hours of sick leave.

Hours for which such payment is received shall be deducted from the accumulated leave balance.

### SECTION 3: PAID PERSONAL LEAVE

Six (6) days sick leave each year may be used as paid personal leave. These days may be taken as "no reason given."

Paid Personal Leave days must be requested in advance. Where emergency conditions exist, the leave may be requested after the fact, however, the immediate supervisor or designee MUST be notified of such emergency leave by noon of the first day of the leave. Except when emergency conditions exist, these leaves should be requested three work days in advance. While the principal/department head has the discretion to deny requests for personal leave, employees shall be notified by September 15<sup>th</sup> of any

time periods during which the administration deems it problematic to grant requests for personal leave, e.g., the time period during which the FCAT is administered.

Paid Personal Leave days may not be taken for employment elsewhere. Paid Personal Leave days are not cumulative, as such, but only as sick leave days.

#### SECTION 4: ANNUAL LEAVE - 12 MONTH EMPLOYEES

##### A. Accrual - Twelve (12) Month Eight Hour employees

1. Employees who have not completed five (5) years continuous service from the continuous service date of hire in a benefited position shall earn eight (8) hours per month or ninety-six (96) hours per year of annual leave.
2. Employees who have completed five (5) years continuous service from the continuous service date of hire in a benefited position, but have not yet completed ten (10) years of continuous service shall earn ten (10) hours per month or one-hundred twenty (120) hours per year of annual leave.
3. Employees who have completed ten (10) or more years continuous service from the continuous service date of hire in a benefited position shall earn twelve (12) hours per month or one-hundred forty-four (144) hours per year of annual leave.
4. A month, for inclusion of credit towards accrual, is defined as the employee being eligible for pay for one (1) day more than one-half (1/2) of a calendar month. Employees working less than eight (8) hours per day shall accrue leave on a prorated basis.

##### B. Provisions

1. Twelve (12) month (260 day) employees shall accrue annual leave at the rates set forth in paragraph A above. Such employees shall be permitted to accumulate annual leave up to a maximum of 480 hours for the purpose of terminal pay. For the purpose of determining the annual leave available for use, annual leave may be accumulated to a total of 624 hours. Employees working less than (8) hours per day shall be permitted to accumulate annual leave on a prorated basis.

No hours in excess of this amount may be carried forward from September 30 of each year.

2. The various divisions may establish annual leave procedures pertinent to that division.

#### SECTION 5: MILITARY LEAVE - SHORT TERM

All regular full-time employees who are members of the United States Armed Services Reserves or members of the National Guard Reserves of the United States shall receive compensation up to a maximum seventeen (17) days absence from their regular work during any fiscal year if they are ordered by the Armed Services Reserves or National Guard to report for temporary active duty provided that an employee not receiving annual paid vacations should plan to render their military service during the time school is not in session. If this is impossible, requests for leave for temporary military service with military orders attached must be submitted to the Personnel Services Division sufficiently early to be approved prior to the commencement of the leave.

## SECTION 6: MILITARY LEAVE - LONG TERM

An employee may be granted a military leave of absence without pay provided that:

- A. they enlist in the Armed Service during the period our forces are engaged in combat; or
- B. they are recalled to active service from a reserve status.

The School Board shall have the right to extend additional benefits to employees called to active duty. The decision of whether or not to extend such benefits is within the sole discretion of the School Board. The School Board shall notify the Association of any decision to extend such benefits.

## SECTION 7: MATERNITY LEAVE

An employee is eligible for maternity leave without pay for a period not to exceed one (1) year. Such leave shall commence on a date determined by the employee and her physician. Leave should be requested on the standard leave form. The employee may return to duty upon certification by a physician that she is physically capable of performing her duties.

- A. An employee is entitled, upon request, to use sick/annual leave for the purpose of short-term maternity leave.
- B. Child Care Leave - An employee may be entitled, upon request, to personal leave without pay to begin subsequent to the birth of their child.
- C. Adoption of Children - An employee may be entitled, upon request, to personal leave without pay to commence subsequent to receiving legal custody of an infant child or prior to receiving such custody if necessary in order to fulfill the legal requirements for adoption.

## SECTION 8: TEMPORARY DUTY

- A. Temporary duty is generally for the benefit of the school district and is initiated by the school or district office.
- B. Employees may be assigned to be temporarily away from their regular duties and places of employment for the purpose of performing other services. Employees shall receive regular pay and shall be allowed expenses as provided by state law and district regulation.

Approval of "assignment for temporary duty" must be secured in the same manner that leaves are approved.

- C. Temporary duty with pay shall be granted to any employee who is summoned to serve on a jury, subpoenaed to appear at a legal proceeding as a witness, if he/she is required by law to attend, or to make appearance in any court proceeding resulting from activities relating to the employee's employment with the school district. An employee who is excused from such service prior to the end of the working day shall be expected to return, when practical, to duty for the balance of the working day. In no case shall temporary duty with pay be granted for court attendance when an employee is engaged in personal litigation; however, employees who have accrued annual leave may be granted annual leave or may use paid personal leave for this purpose.

## SECTION 9: PROFESSIONAL LEAVE

Request for Professional Leave to attend state and national meetings, conferences and workshops and business affairs of the Bargaining Agent for professional development related to job responsibilities are permitted according to the following guidelines:

- A. Where a local unit of a state and/or national group exists, up to four (4) delegates named by the local unit may request Professional Leave with pay, without expenses, with not more than one (1) delegate from any work center. Delegates must be members of the state or national group. Substitutes shall not be provided for employees absent for such activities.
- B. Members requesting Professional Leave must use the standard Leave Request form.

## SECTION 10: LEAVE OF ABSENCE

- A. Personal Leave without pay, not to exceed the balance of the current fiscal year may be granted an employee, when requested in advance and approved by the immediate supervisor. A valid reason must be given to justify leaves of absence.
- B. Leaves are granted for no more than one (1) fiscal year or the remaining portion of the year.
- C. A leave maintains an employee-employer relationship during the length of said leave. Granting of a leave to a non-tenured employee during a particular fiscal year does not guarantee re-employment for the ensuing year. However, an employee with tenure may only be terminated pursuant to the terms of this collective bargaining agreement.

An employee who desires to return to employment following the termination of a leave within the year shall be given their position in the same school or office, provided this privilege is stipulated in advance and written on the Leave Request form. If the stipulation is not made, the employee will be reassigned to another position within the same geographic area when one becomes vacant. If the employee refuses the reassignment, they shall be terminated.

- D. Any employee granted a leave of absence as provided in this Article shall be given an opportunity, unless prohibited by the Board's contract with the insurance carrier, to continue insurance coverages in existing district insurance programs during the leave. Full premiums shall be paid by the employee on a monthly basis in advance of the month due directly to the insurance company.
- E. Leave granted upon the request of an employee shall be for particular purposes or causes which shall be set forth in the written application for leave. The Board shall have the right to determine that the leave is used for the purposes or causes set forth in the application and, if not so used, the Board shall have the authority to cancel the leave and/or take disciplinary action.
- F. An employee on personal leave for maternity or child care reasons shall not be denied the opportunity to substitute in the school district by reason of the fact that they are on such leave of absence.
- G. An employee returning from leave of absence shall retain full credit for years of service prior to the leave plus all accumulated sick leave and annual leave earned prior to the leave of absence.

## SECTION 11: WORKERS' COMPENSATION

In compliance with Florida Statute Section 1012.63 any employee who sustains an injury on the job shall be entitled to fully compensated illness-in-the-line-of-duty leave not to exceed ten (10) school days during any one school year and Florida Statute Section 1012.63 shall supersede Florida Statute Section 440.11

during that ten (10) day period. After the 10 days of illness-in-the-line-of-duty leave have been exhausted, Florida Statute Section 440.11 shall apply and Workers' Compensation shall be the sole source of recovery for an employee who sustains an injury on the job.

Workers' Compensation benefits are equal to two-thirds (2/3) of an employee's salary plus benefits up to a statutory maximum established by the State of Florida. If an employee is drawing workers' compensation benefits and has available leave they may supplement workers' compensation benefits with leave to where the combination of workers' compensation benefits plus leave equals their regular salary. This must be done by a written request from the employee to Payroll.

The Board shall continue to provide employees on workers' compensation with group matching health insurance, life insurance, and retirement benefits.

If an employee has no earnings against which Payroll can deduct the employee's portion of group health insurance the Board shall notify the employee that they must send this payment directly to the School Board of Volusia County. If the employee chooses to let their group health insurance coverage cease the Board shall no longer make its match.

A board designated organization number shall be used for receiving employees transferred to a long-term workers' compensation status.

Transfer of an employee from their current organization to a board designated organization must be done by Notice of Personnel Action (NPA) and only upon securing approval for the transfer from the Risk Manager who shall be responsible for monitoring the board designated organization.

Transfer of an employee to the organization designated by the board frees their unit at the transferring organization to be filled by another employee.

When an employee is released to return to work the Board shall make every effort to place the employee in an equivalent position (subject to any medical restrictions) within the district. The Board has no obligation to return the employee to their original organization.

## SECTION 12: FAMILY AND MEDICAL LEAVE ACT

1. Family and Medical Leave Act: All provisions of this article shall be interpreted so as to comply with the requirements of the Family and Medical Leave Act and any amendments thereto, and with such federal regulations that may be issued under the Act.
2. Employee Eligibility: Eligibility for these benefits shall be limited to those bargaining unit members that have been employed for at least the previous twelve (12) months by the Board, and worked at least 1,250 hours during that previous twelve (12) month period.
3. Terms of Leave: This leave shall be granted, in the following instances, for no more than a total of twelve (12) work weeks during the school year, July 1 through June 30. It shall be granted to

eligible bargaining unit members for: (A) to care for the employee's child after birth, or following placement for adoption or foster care; (B) to care for the employee's spouse, son, daughter, or parent who has a serious health condition; or (C) for a serious health condition that makes the employee unable to perform the employee's job.

4. Definitions: The definitions contained in the Act apply to this article.
5. Group Medical Insurance: The Board shall continue an employee's group medical insurance in full effect during FMLA leave, to the same extent as when the employee worked. The employee shall be responsible for his or her share of insurance premium payment. Days of leave taken under the sick leave provision of the collective bargaining agreement shall be considered to be leave taken under the FMLA if taken for a serious health condition, for the purposes of this article, as shall any annual leave taken after the employee has exhausted his or her sick leave due to a serious health condition.
6. Length of Unpaid Medical or Child Care Leave: The length of any unpaid medical or child care leave shall be determined by the collective bargaining agreement, provided such provisions, when considered with sick leave and annual leave used as stated above in paragraph 6, meet the required twelve (12) week allotment called for by the Act.
7. Notice: If leave is taken to care for a newborn child or a child newly placed for adoption or foster care, the employee must provide notice of the leave in writing, to the personnel department and to his or her immediate supervisor, approximately thirty (30) days in advance, where possible. If a leave is needed for foreseeable medical care, it shall be requested, in writing at least thirty (30) days in advance, or as early as is practicable.
8. Medical Certification: (A) Illness of Others: When requesting leave for a serious health condition of the employee's spouse, child or parent, the employee, upon request by the school district shall submit a statement from the patient's doctor which certifies that it is necessary for the employee to care for the patient, and estimates the length of time the care is needed. (B) Illness of Employee: The Board may require a medical certification from eligible employees who request leave under the FMLA. Additional requests for medical certification shall be at the employer's expense and shall comply with the regulations under the Act.
9. Intermittent Leave For Planned Medical Treatment: Unpaid medical leave with FMLA benefits may be taken on an intermittent basis when the employee, the employee's spouse, child or parent has a serious medical condition and it is foreseeable that the employee will need short periods of time off. Such intermittent leave days may be taken only when all sick leave and annual leave has been exhausted. Intermittent leave may be taken in increments of one or more days or partial days at work. Intermittent leave will be granted, subject to the previously mentioned terms, if the health care provider certifies that it is medically necessary. The Board may require medical certification of the need, and the schedule or time of the treatment. The employee must give the Board thirty (30) days written notice of the need for the leave, if possible. If it is not possible to give thirty (30) days advance notice, the employee shall provide as much notice as is practicable.
10. Employees must exhaust all sick leave prior to taking an unpaid leave covered by the FMLA, where the reason for the leave is covered by section (B) or (C) of paragraph number 3.
11. Restoration: Upon return from an FMLA leave, the affected employee is entitled to be restored to the same position that the employee held when the leave started, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

**ARTICLE 15**  
**STAFF DEVELOPMENT PROGRAM**

**SECTION 1: STAFF DEVELOPMENT PROGRAM**

There shall be available a staff development program for the improvement of the professional skills of the members of the Bargaining Unit. The Board shall pay the cost of reasonable expenses incurred in connection with any work related and administratively approved courses, workshops, seminars, conferences, or other such sessions, provided they are sanctioned by the Staff Development Department. When such sessions are held on the employee's own time, and attendance is required by the employee's supervisor, they shall be compensated for all time spent in actual attendance at such sessions at the employee's regular rate of pay.

**SECTION 2: ASSIGNMENT OF STAFF DEVELOPMENT POINTS**

Points may be assigned for college and adult education courses, as well as those established under the Staff Development Program. Points shall be awarded at the rate of one (1) point for each one (1) hour of participation in an approved program.

**SECTION 3: COLLEGE DEGREE PROGRAM**

It is recognized that all members of the Bargaining Unit may wish to continue in their professional growth through the attainment of a degree from an accredited college. For those employees additional compensation shall be provided for the highest degree issued as follows:

	<i>WEIGHTED EQUIVALENT</i>
Associate's Degree	2.50
Bachelor's Degree	4.50
Master's Degree	6.00

The degree earned and presented to the Personnel Services Division prior to June 30 each year shall determine the pro-rata supplement for the following fiscal year payment. The compensation shall be paid by December 15th of each year to current employees.

**SECTION 4: COMPENSATION FOR ABOVE PROGRAMS**

The total amount available on a pro-rata basis will be \$36,000.

Persons receiving compensation through the PSP Program who have applied prior to June 30, 2006 shall continue to receive that pay as long as they are employed by the district.

Failure of an employee to make application by the specified deadline shall waive the employee's rights for compensation for that fiscal year. Once application is made, it need not be made in ensuing years. An application is available in Appendix D of this Agreement.

**ARTICLE 16**  
**COMPENSATION**

**SECTION 1: SALARY SCHEDULE**

Salary schedules for the Bargaining Unit are attached as Appendices to this Agreement.

- A. All bargaining unit personnel shall be paid in accordance with the salary schedules attached as Appendix A, and receive longevity payments in accordance with the terms of this agreement.
- B. Paraprofessionals who meet the qualifications set out in the No Child Left Behind Act shall receive an additional \$0.50 per hour, as is reflected on the schedule.
- C. Paraprofessionals who earn and maintain a Child Development Associate Credential shall receive an additional \$0.20 per hour compensation, as is reflected on the schedule.
- D. For the 2009-2010 fiscal year only, the following one time bonus shall be paid:
  - 1. Employees with 20 years or more of Volusia County Schools experience shall receive a one time bonus of \$75.

**SECTION 2: PAY SCHEDULE**

- A. Beginning July 1st of each fiscal year, the Board agrees to pay all employees covered by this Bargaining Unit on a twice a month pay schedule. When a paydate falls within the winter break, spring break, or a scheduled non-work day, the Board shall arrange for employees to receive their checks on the last working day prior to the non-work day.
- B. The following employees with these status exceptions after July 1, 2004 will receive one check in July and three (3) checks in June:
  - 1. Employees new to 12 month positions.
  - 2. Employees returning from a Leave of Absence or Break in Service.
- C. For those employees covered under paragraph B., the Board shall communicate a reminder of their payroll schedule in June. For new hires, the Board shall provide the option of having the first two checks adjusted based upon the amount of time worked in the first pay period.

**SECTION 3: STEP INCREASES/LONGEVITY**

- A. Employees who have received an evaluation rating of “meets expectation” on their evaluation prior to July 1 and have completed one (1) more day than half (1/2) of a working year shall be eligible to receive one (1) step on the salary schedule each July 1, provided an increment is negotiated and agreed upon. Salary increases will be effective on the effective date of this agreement, unless otherwise indicated in this agreement.
- B. Longevity - After the last step of the schedule, longevity of \$0.15 per hour per year of service in Volusia County Schools is added to the hourly rate through completion of the 16<sup>th</sup> year; \$0.20 per hour per year of service in Volusia County Schools is added to the hourly rate thereafter.

- C. Payment of the salary increment designated by the salary schedule and the longevity described herein shall not be implemented until negotiated and determined in accordance with Chapter 447, Florida Statutes. Nothing herein shall preclude the parties from negotiating changes in the values of the increments.
- D. The parties agree that there were no step increases or longevity increases for FY 2009. However, effective July 1, 2009, current employees eligible for a step increase or longevity increase based upon their service in FY 2009, in accordance with paragraph's A and B above, will receive a step increase or a one year longevity increase.

#### SECTION 4: VERIFIED EXPERIENCE

New employees eligible for membership in the Bargaining Unit shall begin at Step 1. If experience is verified in the same or related field, credit shall be afforded at the rate of one (1) step for each year of verified experience to a maximum of five (5) years experience. Former employees shall be given full credit at the rate of one (1) step for each one (1) year of related Volusia County School Board service.

Allow one (1) year of service credit for each year of military service. (This applies only to employees who are on required Military Leave - Long Term from a position in the Volusia County School System and who returns from said required Military Leave - Long Term to the Volusia County School System upon release from active military services.)

For the purpose of affording credit for years of verified experience or military service, allow one (1) year of service credit for each year or major fraction thereof.

Once experience has been verified, the employee shall receive a maximum of (90) ninety days retroactive pay within the same fiscal year.

Paraprofessionals shall receive up to three years of salary schedule credit for substitute teaching experience completed after July 1, 1994. One year of salary schedule credit shall be given for each 180 days of substitute teaching experience.

#### SECTION 5: OUT OF CLASS PAY

When an employee is absent from work for five or more consecutive days, and another employee, whose job duties and responsibilities are different from the absent employee's and who is employed in a lower paying classification than the absent employee, is assigned a majority of the absent employee's duties and responsibilities, the second employee shall receive out of class pay effective after five consecutive days, retroactive to the date the assignment took place. The determination of whether the employee has assumed a majority of the absent employee's duties and when, shall be within the sole discretion of the supervising administrator, who shall discuss the matter with the employee prior to the duties and responsibilities being assigned. The out of class pay shall be equal to the minimum step of the pay range of the temporary assignment or at the step that is greater than the employee's current hourly rate of pay, whichever is greater.

#### SECTION 6: MILEAGE

An employee who is not provided with a vehicle and who is authorized to use their own vehicle in discharge of assigned duties shall be reimbursed at the current mileage rate approved by the Board.

## SECTION 7: PARAPROFESSIONALS/SUBSTITUTE TEACHING

Employees who are asked, on a temporary basis, to substitute for classroom teachers, shall be paid additional compensation as follows: \$20.00 for a full student day; \$10.00 for less than a full student day but at least one-half a student day; \$5.00 for less than one-half a student day.

### ***ARTICLE 17 BENEFITS/TERMINAL PAY***

#### SECTION 1: BENEFITS

The Board shall provide for employee benefits as listed below. Payroll deductions shall be for the company or companies approved by the Association and the Board.

- A. Life Insurance - Each full-time employee is provided fully-paid life insurance coverage equal to the employee's annual salary.
- B. A participating employee, at his or her option, may choose to purchase additional available coverages as offered by the Board through payroll deduction.
- C. Disability Insurance - The Board shall upon request, deduct the premium from the salaries of employees who participate in approved disability income protection.
- D. Personal Accident Insurance - The Board shall, upon request, deduct the premium from the salaries of employees who participate in approved Personal Accident Insurance protection.
- E. Dental Insurance - All full-time employees shall be eligible for enrollment in the Group Dental Insurance Program. The Board retains the right to make changes in the carriers and provisions of the group dental insurance plan in an effort to contain the cost of insurance. For FY 2010, the Board shall pay 100% of the cost of single coverage for both the Dental Maintenance Option (DMO) and the Dental Preferred Option. Beginning in FY 2011, the Board shall pay 100% of the cost of single coverage for only the DMO. Employees selecting the DPO shall be required to pay the difference in the premiums between the DMO and DPO.
- F. Credit Union - The Board shall, upon request, deduct contributions from salaries of employees for credit unions.
- G. Group Health Insurance Policy - All full-time employees shall be eligible for enrollment in the Group Health Insurance Plans approved by the Board. This coverage includes accidental death and dismemberment, hospitalization, dental and major medical. The Board retains the right to make changes in the carriers and provisions of the group health insurance plan in an effort to contain the cost of insurance. The impact of any changes made by the Board will be impact bargained if requested by the Union. The cost of single coverage health insurance to the participating employee shall be five dollars (\$5) per month for the 2009-2010 school year, but shall increase to twelve dollars (\$12) per month effective July 1, 2010, and then to twenty dollars (\$20) per month effective July 1, 2011. Participating employees may obtain additional coverage provided they assume the total cost of the additional coverage. The Board shall pay fifty cents (\$.50) per month for each year of Volusia County service for those retired employees who remain in an approved plan until age 65.

It is the responsibility of the employee to arrange for continued insurance coverage if for any reason the employee is on unearned sick leave or Leave of Absence.

## SECTION 2: TAX SHELTERED ANNUITY

The Board shall, upon request, reduce the salaries of employees for contributions to tax sheltered annuities approved by the Board for payroll reduction.

## SECTION 3: TERMINAL PAY

- A. Terminal pay for accumulated sick leave shall be in accordance with the following schedule. If termination of employment is by death of the employee, any terminal pay to which the employee may have been entitled shall, upon written request, be made to the beneficiary as identified with the Florida retirement systems or other beneficiary identified to the Board by the employee.

Service as referenced in this Section is defined as employment with the Board.

Rather than receive terminal leave pay, a staff member who resigns may choose to leave accumulated sick leave days on deposit.

1. During the first three (3) years of service in the Volusia County School District, the hourly rate of pay is multiplied by thirty-five (35) percent times the number of hours of accumulated sick leave.
  2. During the fourth through sixth (4-6) years of service in the Volusia County School District, the hourly rate of pay is multiplied by forty (40) percent times the number of hours of accumulated sick leave.
  3. During the seventh through ninth (7-9) years of service in the Volusia County School District, the hourly rate of pay is multiplied by forty-five (45) percent times the number of hours of accumulated sick leave.
  4. During the tenth (10th) year of service and from that point forward in the Volusia County School District, unless due to retirement or death, the hourly rate of pay is multiplied by fifty (50) percent times the number of hours of accumulated sick leave.
  5. For retirement, or death, terminal pay during or after the thirteenth (13th) year of service in the Volusia County School District, shall be at the hourly rate of pay multiplied by one hundred (100) percent times the number of hours of accumulated sick leave.
- B. Upon Death of an employee, the beneficiary as identified with the Florida retirement systems or other beneficiary identified to the Board by the employee shall receive payment for accumulated annual leave.

Upon termination of employment or upon retirement, an employee shall be paid a lump sum payment for accumulated annual leave. The employee shall not use accumulated annual leave to extend a termination date.

- C. Terminal sick leave and/or terminal annual leave shall be calculated only from the appropriate step on the salary schedule in effect on the day of separation.

**ARTICLE 18**  
**POLITICAL ACTIVITY**

The political activity of all employees shall be governed by Federal Law, Florida Statutes and Board policy.

**ARTICLE 19**  
**GRIEVANCE PROCEDURE**

**SECTION 1: GRIEVANCE DEFINED**

- A. A "grievance" is a claim or complaint by an employee or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Contract.
- B. A "complaint" is a claim by an employee or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of Board Policy and State Law. The complaint procedure shall be limited to resolution at the Informal Level, Level 1 and Level 2 of the grievance procedure.
- C. In no case shall a grievant file a grievance and a complaint based upon the same event or occurrence.
- D. Nothing contained in the grievance procedure shall be construed to deny the Board, the Superintendent, the Association or any employee the rights guaranteed to them under the laws of the State of Florida and/or the United States of America.

**SECTION 2: HEARING LEVELS**

- A. Informal Step 1 - When a cause for complaint occurs, the affected employee shall request a meeting with their immediate supervisor within 20 days of the date that the alleged violation occurred or the grievant had knowledge or should have had knowledge, whichever is later, in an effort to resolve the complaint. Such meeting shall take place within ten (10) days of the request. The Association may be notified and a representative thereof present with the employee at such meeting. The immediate supervisor shall have five (5) work days after the informal meeting to respond verbally to the complaint. If the response to the Informal Action is unacceptable to the complainant, the formal procedure may be initiated.
- B. Formal Step 2 - If a complaint is not resolved in Step 1 or by the expiration of the Step 1 timeline the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within ten (10) days following the verbal response. The written grievance shall contain a full and complete statement of the alleged facts upon which the grievance is based, a reference to the specific section(s) of the Contract which was (were) allegedly violated, and a suggested remedy. A copy of such grievance shall be filed by the grievant with the immediate supervisor and the Association. The Step 2 meeting between the immediate supervisor, grievant and his representative, if any shall take place within ten (10) working days after filing the grievance. The immediate supervisor shall indicate the disposition of the grievance in writing, furnishing a copy thereof to the grievant and the Association within ten (10) days of such meeting.

- C. Formal Step 3 - If the grievant is not satisfied with the disposition of the grievance at Step 2 or if no disposition has been made within the time lines established in Formal Step 2, the grievance may, within ten (10) days, be transmitted by the grievant to the Superintendent. Within ten (10) days after the grievance has been so submitted, the Superintendent shall meet with the Association and the grievant. The Superintendent, within ten (10) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant.
- D. Formal Step 4 - If the Association is not satisfied with the disposition of the grievance at Formal Step 3 or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator. This action must be taken within twenty (20) days of receipt of the Formal Step 3 decision. If the parties cannot agree as to the arbitrator within five (5) days following the demand for arbitration, the arbitrator shall be selected by the American Arbitration Association (AAA) according to its rules which shall likewise govern the arbitration proceeding.

Neither the Board nor the Association shall be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board. However, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.

- E. Mediation - At any step of this procedure, the parties may by mutual written consent utilize the services of an impartial mediator to assist in attempting to resolve the grievance. Recommendations of such a mediator shall not be binding upon the parties nor admissible in any arbitration or other proceeding without the express written consent of both parties.

### SECTION 3: TIME LINES

- A. All references to days in this Article shall mean work days of the members of the bargaining unit. Paid holidays are not "work days." During the summer break work days shall be those days the Central Office is open.
- B. The number of days indicated at each step should be considered as the maximum, and every effort should be made to expedite the process. However, the time limits specified in any Level of this procedure may be extended by mutual agreement of both parties.
- C. Additional meetings at any level may be held if agreed upon by both parties.
- D. Failure of the grievant to follow the time lines at any level constitutes withdrawal of the grievance.

### SECTION 4: AGREEMENTS

- A. Time off/pay - Steps 1, 2 and 3 of the grievance procedure shall be carried out at a time and place mutually agreeable to all parties based on operational needs, and neither the employee nor the employee's Union representative, if any, shall lose pay. The Superintendent shall determine when Step 3 shall be processed, and if the Step is processed during their scheduled working hours, neither the grievant nor Union representative shall lose pay. Employee witnesses, including the grievant and the Union representative, whom the Superintendent may at her option

choose to interview in Steps 1, 2 or 3, shall lose no pay if interviewed during their working hours.

- B. There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.
- C. If only one party requests the presence of a court reporter, that party shall bear the costs of the reporter.
- D. If only one party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement, if any.
- E. All grievance forms shall be mutually developed and agreed to by the Board and the Association.
- F. As used in this Article, the term employee may also mean a group of employees asserting the same grievance. In such event, one employee shall be designated by the group to act as spokesperson and be responsible for processing this grievance.
- G. A dispute involving the interpretation or application of a provision of this Contract which gives a right to the Association, apart from rights granted to an employee, may be presented by the Association as a grievance. Such grievance shall be initiated at Step 2 of this Procedure, in accordance with the provisions set forth therein, within ten (10) work days of the occurrence of the event giving rise to the grievance.
- H. A grievance may be withdrawn at any level without prejudice.

#### SECTION 5: POWER OF THE ARBITRATOR

It shall be the function of the arbitrator and the arbitrator shall be empowered, as defined in F.S. 447, to make a decision in a case of violation of specific articles and sections of the Contract.

#### SECTION 6: ELECTION OF REMEDIES

Any employee covered by this agreement who is notified of a charge of misconduct which could result in termination shall, at the option of the employee, have the right to request a hearing before the Board, as provided in Chapter 120, Florida Statutes (if such hearing is requested the Board specifically reserves the right to hear the matter or to request the appointment of a hearing officer), or the employee may elect to file a grievance under this agreement, after adverse action by the Board. If the employee chooses to contest the charges, the employee must, within ten (10) days after receiving notice of the charges, elect in writing by registered mail to the Superintendent and the Association, to proceed to a full hearing before the Board, or to utilize the grievance procedure of this agreement, after adverse action by the Board. Under no circumstances may the employee utilize the grievance procedure after participation in a full hearing before the Board or a hearing officer.

### **ARTICLE 20 CHILD ATTENDANCE IN SCHOOL WHERE EMPLOYEE (PARENT) IS ASSIGNED**

The employee (parent) may place their child (using current definitions of child) at the school where the employee (parent) works (so long as the child is properly suited for the school, using usual criteria such as grade levels and programs offered) or at the school where the child would be assigned using the

Board's usual procedures. The employee (parent) would be obligated to apply for such a transfer using Board's usual procedures and the Board would not provide transportation. The employee (parent) assumes responsibility for such child before and after school hours.

**ARTICLE 21**  
**EMERGENCY DAYS**

During times of emergencies, Volusia County School District employees are expected to maintain public services and to meet new service needs brought about by the emergency conditions. Service demands may go beyond the scope of regularly assigned duties, calling on staff to assume new responsibilities and remain on duty for extended periods of time. The Volusia County School District and the Volusia Educational Support Association, in the interests of maintaining a safe environment for the students during times involving critical incidents such as severe weather, hazardous material spills, fire, or other emergency situations, agree to the following:

1. Should an event such as is stated above occur during the time when the District is responsible for the school children, members of the bargaining unit will cooperate with the administration in taking the steps necessary to reasonably provide for the students' safety. If such actions require service beyond the regular work day, the administration shall work with bargaining unit personnel to see that while first providing for the security of the students, reasonable requests by personnel to insure the safety of their own families will be accommodated. The District will make reasonable efforts, when possible, to provide time off prior to the onset of a potential disaster for employees designated as essential to secure their homes and see to the safety of their families. Since it may not always be possible, it is imperative that employees have an emergency plan in place to address their family's safety in their absence. Scheduled or approved leave is subject to cancellation.

2. Any position may be designated by the administration as an Essential Position (EP).

Essential Position: EP personnel must be available to report to duty for emergency preparations and may be required to remain on duty throughout an emergency event. Such employees will support the maintenance of critical services and/or recovery efforts. EP personnel are required to advise their supervisor of their location and contact information throughout the emergency. If an employee has unique personal circumstance that would prevent him/her from serving in an emergency, the employee shall discuss these circumstances with the supervisor as soon as possible in order to allow the supervisor to make other arrangements where the circumstances allow.

All other personnel must remain available during an emergency. Employees will report to their supervisor or designated point of contact at their next report time.

3. In the event that the superintendent officially closes a school, district office, or a combination of work centers to employees;
  - a. Employees shall be paid for their regularly scheduled hours. Notwithstanding any other provision of this agreement, any hours paid in compliance with Section 3.a. of this article, where work was scheduled but not performed due to the closing of a school, district office, or a combination of work center to employees, shall not be considered in the computation of overtime. Should the superintendent reschedule the workday for a later date, the employee shall be deemed to have been compensated in advance, and will receive no additional compensation.

- b. In the event that an employee is called in to work by their supervisors on emergency days when the work site is closed, the employee shall be compensated, in addition to the compensation discussed in the prior paragraph, as follows:
  - 1. For hours worked during regular work hours, the employee shall receive their regular rate of pay.
  - 2. For hours worked after regular work hours not in excess of forty (40) hours paid per week, the employee shall receive their regular hourly rate.
  - 3. For hours worked after regular work hours in excess of forty (40) hours paid per week, the employee shall receive one and one half (1½) their regular hourly rate.
  - 4. Compensatory time may be provided instead of the additional pay provided under paragraphs 1, 2 & 3 above, if the administrator and employee agree.
- 4. Should either party wish to discuss actions taken during an event as stated above, the parties shall meet to discuss the issues.

**ARTICLE 22**  
**TERM OF AGREEMENT**

- A. It is agreed and understood that this Agreement constitutes the complete understanding between the parties and concludes all collective bargaining during its term.
- B. This entire Agreement may be reopened for negotiations if not approved by the School Board of Volusia County or ratified by the Bargaining Unit.
- C. The Agreement shall be effective subject to ratification by the Bargaining Unit and approval by the School Board of Volusia County and shall continue through June 30, 2012~~3~~.
- D. The Board and the Association agree to reopen negotiations on or before May 1, to negotiate salary and benefits, two issues proposed by the Association and two issues proposed by the School Board. Any article of this agreement may be opened at any time by consent of the parties. Specifically, the parties agree that the issue of payment of health insurance and dental insurance premiums may be reopened at any time upon the mutual agreement of the parties, and that such negotiations are subject to the requirements of the state's collective bargaining agreement.
- E. If either party so desires to alter, or renew this Agreement upon its expiration, a written notice must be submitted to the other party prior to March 1 of the year in which the Agreement expires. If such notice is given, negotiations shall be initiated on or before May 1. Negotiation sessions shall be held at mutually agreed upon times and places.
- F. The provisions of this Agreement shall be binding upon the parties hereto and upon their successors.

In consideration of the mutual covenants, this agreement is made and entered into the 14<sup>th</sup> day of February, 2012, by and between the School Board of Volusia County, Florida and the Volusia Educational Support Association.

\_\_\_\_\_  
President  
Volusia Educational Support Association

\_\_\_\_\_  
Alfred C. Williams, Chairman  
School Board of Volusia County

\_\_\_\_\_  
Chief Negotiator  
Volusia Educational Support Association

\_\_\_\_\_  
Margaret A. Smith, Superintendent of Schools  
School Board of Volusia County

\_\_\_\_\_  
Chairman, Negotiations

\_\_\_\_\_  
Richard A. Kizma, Chief Negotiator  
School Board of Volusia County

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APPENDIX A  
 VESA SALARY SCHEDULE – OFFICE SPECIALISTS  
 2011-2012

OFFICE SPECIALIST I

OFFICE SPECIALIST II

OFFICE SPECIALIST III

Step	Rate	Step	Rate	Step	Rate
01	7.75	01	8.88	01	11.97
02	8.01	02	9.18	02	12.38
03	8.31	03	9.51	03	12.82
04	8.58	04	9.82	04	13.29
05	8.89	05	10.16	05	13.73
06	9.19	06	10.53	06	14.21

\*\*Longevity: After the last step of the schedule, longevity of \$0.15 per hour per year of service in Volusia County Schools is added to hourly rate through completion of the 16<sup>th</sup> year; \$0.20 per hour per year of service in Volusia County Schools is added to hourly rate thereafter.

APPENDIX A-2  
VESA SALARY SCHEDULE – PARAPROFESSIONALS  
2011-2012

Paraprofessional 2 with CDA		
Step	Rate	Highly Qualified
01	7.69	7.97
02	7.70	8.20
03	8.07	8.57
04	8.47	8.97
05	8.88	9.38
06	9.33	9.83

Paraprofessional 3 with CDA		
Step	Rate	Highly Qualified
01	7.69	8.02
02	7.90	8.40
03	8.27	8.77
04	8.67	9.17
05	9.10	9.60
06	9.53	10.03

Paraprofessional 4 with CDA		
Step	Rate	Highly Qualified
01	7.76	8.26
02	8.12	8.62
03	8.53	9.03
04	8.94	9.44
05	9.38	9.88
06	9.85	10.35

Paraprofessional 2 no CDA		
Step	Rate	Highly Qualified
01	7.69	7.77
02	7.69	8.00
03	7.87	8.37
04	8.27	8.77
05	8.68	9.18
06	9.13	9.63

Paraprofessional 3 no CDA		
Step	Rate	Highly Qualified
01	7.69	7.82
02	7.70	8.20
03	8.07	8.57
04	8.47	8.97
05	8.90	9.40
06	9.33	9.83

Paraprofessional 4 no CDA		
Step	Rate	Highly Qualified
01	7.69	8.06
02	7.92	8.42
03	8.33	8.83
04	8.74	9.24
05	9.18	9.68
06	9.65	10.15

- \* **Longevity:** After the last step of the schedule, longevity of \$0.15 per hour per year of service in Volusia County Schools is added to hourly rate through completion of the 16th year; \$0.20 per hour per year of service in Volusia County Schools is added to hourly rate thereafter.
- \* Highly qualified paraprofessionals receive an additional \$0.50 per hour.
- \* Paraprofessionals with a CDA receive an additional \$0.20 per hour.

Paraprofessional 2

Title I  
Title I Parent Liaison

Paraprofessional 3

ESOL  
VE Mild/Moderate  
Title I-SYSOP  
Speech  
Drop-out Prevention

Paraprofessional 4

E/BD  
Multi-VE  
Physically Impaired  
Hearing Impaired  
ESE Support  
Vision  
VPK  
Teen Parent  
Pre-K VE/Language

EMPLOYEE NAME:

JOB CLASSIFICATION:

WORK LOCATION:

DATE ASSIGNED TO CURRENT POSITION:

**SYSTEMS KNOWLEDGE**

	Meets	NI	N/A
<input type="checkbox"/> Understands the vision, guiding principles, goals and organizational structure of the school system.	___	___	___
<input type="checkbox"/> Recognizes problems in system performance and suggests improvement modifications.	___	___	___
<input type="checkbox"/> Maintains a positive attitude toward developing new or alternative systems to improve performance.	___	___	___
<input type="checkbox"/> Comments (Evaluator/Employee):			

**RESOURCE MANAGEMENT**

<input type="checkbox"/> Is punctual, regular in attendance, and provides proper notice when absent.	___	___	___
<input type="checkbox"/> Has sufficient knowledge of equipment and materials necessary to perform assigned duties.	___	___	___
<input type="checkbox"/> Continuously upgrades skills and abilities.	___	___	___
<input type="checkbox"/> Identifies and prioritizes tasks to be completed, and utilizes time properly.	___	___	___
<input type="checkbox"/> Reasonably estimates task variables e.g. importance, time to complete, time available, deadlines, etc.	___	___	___
<input type="checkbox"/> Maintains allocated resources in good working condition and maintains a neat and orderly work area.	___	___	___
<input type="checkbox"/> Is resourceful in satisfying customers' needs.	___	___	___
<input type="checkbox"/> Comments (Evaluator/Employee):			

**INTERPERSONAL SKILLS**

<input type="checkbox"/> Exhibits a cooperative attitude and lends support to others.	___	___	___
<input type="checkbox"/> Exhibits enthusiasm for current position and is a positive role model for others.	___	___	___
<input type="checkbox"/> Shares tasks necessary to ensure effective cross-training efforts among co-workers.	___	___	___
<input type="checkbox"/> Participation and effectiveness in team situations.	___	___	___
<input type="checkbox"/> When appropriate, responsibly challenges existing procedures, policies, or authorities.	___	___	___
<input type="checkbox"/> When training others, conveys proper information to ensure positive attitudes and relevance of specific tasks to overall system operation.	___	___	___
<input type="checkbox"/> Communicates in a positive manner especially when handling complaints or conflicts.	___	___	___
<input type="checkbox"/> Establishes credibility with others through competence, integrity and respect for the values of others.	___	___	___
<input type="checkbox"/> Sets realistic and attainable goals.	___	___	___
<input type="checkbox"/> Listens to what others have to say, clarifies issues, resolves conflicts when necessary, makes reasonable compromises, and supports harmony in the workplace.	___	___	___
<input type="checkbox"/> Adjusts quickly to new facts/ideas or procedures.	___	___	___
<input type="checkbox"/> Attempts to understand the cultures of others and the concerns of other ethnic or gender groups.	___	___	___
<input type="checkbox"/> Comments (Evaluator/Employee):			

**INFORMATION MANAGEMENT**

- Analyzes situations to determine information needs.
- Determines appropriateness of existing information and when new information is required.
- Understands content of required information and organizes it in readily accessible files.
- Skillfully conveys information to others through a variety of means (e.g. written, orally and visually).
- Determines the appropriateness of information communicated to others.
- Skillfully enters, modifies, retrieves, stores and verifies information.
- Comments (Evaluator/Employee):

Meets	NI	N/A
___	___	___
___	___	___
___	___	___
___	___	___
___	___	___
___	___	___

**TECHNOLOGY**

- Actively pursues technological assistance to improve performance.
- Skillfully uses available technology.
- Understands content of required information and organizes it in readily accessible files.
- Understands relationship between hardware and software and is able to distinguish malfunctions of both.
- Personally troubleshoots minor technology related difficulties.
- Responsibly seeks assistance when needed.
- Creatively solves problems arising from equipment/software malfunctions to accomplish job tasks.
- Comments (Evaluator/Employee):

___	___	___
___	___	___
___	___	___
___	___	___
___	___	___
___	___	___
___	___	___

**Overall Performance Rating: Meets \_\_\_ Needs Improvement \_\_\_**

Administrator's comments:

Evaluator's Signature:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Department or Site Administrator Signature

Date

Employee Signature

Date

Employee's signature indicates only that the employee is familiar with the contents of this evaluation and does not necessarily signify acceptance or agreement.  
 Send original to Personnel Services. Make copies for Employee/School/Department.

Attachment (for additional comments): \_\_\_

**APPENDIX C**  
**SICK LEAVE BANK PROCEDURES**

Volusia County School Board Voluntary Sick Leave Bank Covering Members of the Volusia Educational Support Association Bargaining Unit.

*Purpose:*

To enable employers to provide protection in cases of long-term catastrophic illness and to encourage employees to "save" sick leave for a valuable future economic benefit (terminal leave).

- A. To become a member of the sick leave bank, an employee must have accumulated five (5) sick leave days and have been employed with the district for more than one full year. Following the accumulation of five (5) sick leave days, the employee may join the sick leave bank by donating one (1) sick leave day to the sick leave bank.
- B. To utilize "bank days" the member must have been a member of the sick leave bank for at least ninety (90) days and must first use all other accumulated sick leave days.
- C. The purpose of this Sick Leave Bank is to provide a mechanism to cushion the financial impact of serious illness or injury. Although by no means an exclusive list, typical successful claims would be hospitalization for a heart attack, cancer, automobile accident or major surgery. The Sick Leave Bank is not intended to provide benefits to an employee for such things as cosmetic surgery, elective surgery that could be scheduled during a non-work period, or other similar claims. Upon approval of application by the Sick Leave Bank Committee, a member shall be eligible for two (2) times the number of days accumulated at the beginning of the illness to a maximum of fifty (50) days subject to the following provisions:
  - 1. Drawing of sick leave days is based on the availability of sick leave days in the bank.
  - 2. All cases shall be re-examined by the Sick Leave Bank Committee when the twenty-fifth (25th) continuous day of benefits has been reached. At this time the Committee may request additional medical certification.
  - 3. The employee is not required to repay the number of days used from the Sick Leave Bank.
  - 4. Any sick leave drawn from the bank by a participating employee must be used for said employee's personal illness, accident or injury.
- D. Following any use of the sick leave bank provisions, the employee shall have to rejoin the sick leave bank as indicated in "A" above.
- E. Days from the bank may only be used for extended personal, physical or mental disability.
- F. The bank shall be administered as follows: The VESA Sick Leave Bank Committee.
- G. In cases of extreme hardship, the bank administrators may grant additional days voluntarily given by other sick leave bank members.

- H. Following establishment of the Sick Leave Bank, if the balance in the bank is diminished below fifty (50) days all participating members shall contribute one (1) additional sick leave day in order to continue membership. Such special assessment shall be at the rate of one (1) day per member, not to exceed two (2) days for special assessment purposes per year. Assessment shall be automatic upon notification. If an employee is unable to contribute the day, that person shall be placed on suspension from the benefits of the bank until able to contribute this day. Special Assessment days are days that are assessed above and beyond the initial day contributed for membership.
- I. Alleged abuse of the Sick Leave Bank shall be investigated by the Sick Leave Bank Committee. If an employee is found to have abused the use of the Sick Leave Bank, the employee shall repay the days drawn from the bank and be assessed appropriate penalties.
- J. The bank administrators shall determine the eligibility of membership in the sick leave bank.
- K. A list of all sick leave bank members shall be provided to VESA upon written request.
- L. Forms for enrollment shall be available through the VESA office.
- M. The Sick Leave Bank can be terminated only by mutual agreement of the Bargaining Unit and the Board. Upon discontinuance, any and all sick leave days in the bank shall be distributed to the participating members at the time of such discontinuance in units of not less than one-quarter (1/4) day with any remaining days to be disposed of at the sole discretion of the Sick Leave Bank Committee.

VOLUSIA EDUCATIONAL  
SUPPORT ASSOCIATION

SICK LEAVE DONATION FORM

NOTE: The day/days given are **NOT** bank days. These days are personal sick leave days belonging to the individual donating the days. According to the contract between the School Board of Volusia County and the Volusia Educational Support Association (VESA), the VESA sick leave bank administrators may grant additional days voluntarily given by the other bank members in cases of extreme hardship to a sick leave bank member who has utilized all accumulated leave and all awarded sick leave bank time.

Please donate \_\_\_\_\_ (# of days) to \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Worksite

This donor is a member of the VESA Sick Leave Bank and has sufficient days to cover this request.

\_\_\_\_\_  
Payroll Representative

\_\_\_\_\_  
Date

ANY DONATED DAYS UNUSED BY THE RECIPIENT WILL BE RETURNED TO THE BANK.

MEMBERSHIP APPLICATION

To: Sick Leave Bank Committee  
Volusia County School Board  
Administration Building

From: Name \_\_\_\_\_ S.S. No. \_\_\_\_\_  
Work Center \_\_\_\_\_ ID No. \_\_\_\_\_

Subject: Sick Leave Bank for employees covered by VESA.

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

I, \_\_\_\_\_, having fully read and understood the attached provisions on the Sick Leave Bank for non-instructional personnel of The School Board of Volusia County, do hereby wish to contribute one (1) day of my accrued sick leave to said bank and become a member thereof.

I certify that I have been employed by The School Board of Volusia County for more than one (1) full year and have five (5) days accrued sick leave.

I understand that the provisions of the Sick Leave Bank are applicable only for my personal injury, accident or illness. I further agree that the decision of the Sick Leave Bank Committee on the use of Sick Leave Bank days shall be final in all cases.

I understand that if the bank balance is diminished below fifty (50) days I shall be required to contribute one (1) additional day, not to exceed two (2) days per year.

Lastly, I understand that any days contributed to the Sick Leave Bank are not refundable upon withdrawal or voluntary termination of membership.

\_\_\_\_\_  
Signed

White - SLB COMMITTEE  
Yellow - BUSINESS OFFICE  
Pink - APPLICANT

VESA SICK LEAVE BANK  
APPLICATION FOR SICK LEAVE BANK DAYS

APPLICANT \_\_\_\_\_ WORK LOCATION \_\_\_\_\_  
ADDRESS \_\_\_\_\_ HOME PHONE NO. \_\_\_\_\_  
\_\_\_\_\_ ZIP \_\_\_\_\_ SOCIAL SECURITY NO. \_\_\_\_\_  
DATE SUBMITTED \_\_\_\_\_ LAST DAY WORKED \_\_\_\_\_  
ENROLLED IN SICK LEAVE BANK \_\_\_\_\_ YES \_\_\_\_\_ NO  
ALL SICK LEAVE HAS BEEN USED \_\_\_\_\_ YES \_\_\_\_\_ NO  
SICK LEAVE EXPIRED ON \_\_\_\_\_  
FIVE CONTINUOUS DAYS OF UNPAID LEAVE ACCOMPLISHED ON \_\_\_\_\_

PHYSICIAN'S STATEMENT IS REQUIRED WITH THIS APPLICATION.

I HEREBY AUTHORIZE ANY PHYSICIAN, HOSPITAL, PHARMACY, INSURANCE COMPANY, EMPLOYER, OR ORGANIZATION TO RELEASE ANY INFORMATION REGARDING THE MEDICAL HISTORY, TREATMENT, DISABILITY OR BENEFITS PAYABLE FOR THIS CLAIM TO THE SCHOOL BOARD OF VOLUSIA COUNTY. (A COPY OF THIS AUTHORIZATION SHALL BE AS VALID AS THE ORIGINAL.)

\_\_\_\_\_  
APPLICANT'S SIGNATURE DATE

RETAIN BACK COPY FOR YOUR RECORDS, FORWARD REMAINING COPIES TO THE SCHOOL BOARD OF VOLUSIA COUNTY, P.O. BOX 2118, DELAND, FLORIDA 32721-2118.

\_\_\_\_\_

COUNTY ADMINISTRATION OFFICE VERIFICATION

APPLICATION RECEIVED ON \_\_\_\_\_  
MEMBER OF SICK LEAVE BANK \_\_\_\_\_ YES \_\_\_\_\_ NO  
SICK LEAVE EXPIRED ON \_\_\_\_\_  
FIVE CONTINUOUS WORKDAYS OF UNPAID LEAVE ENDED ON \_\_\_\_\_  
IS THIS CLAIM ALSO COVERED BY WORKER'S  
COMPENSATION \_\_\_\_\_ YES \_\_\_\_\_ NO

\_\_\_\_\_  
AUTHORIZED SIGNATURE DATE

FORWARD ALL COPIES TO THE VESA SICK LEAVE BANK COMMITTEE CHAIRPERSON.

\_\_\_\_\_

VESA SICK LEAVE BANK COMMITTEE DISPOSITION

APPLICATION RECEIVED ON \_\_\_\_\_ ACTION TAKEN ON \_\_\_\_\_

APPLICATION \_\_\_\_\_ APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_

CREDIT \_\_\_\_\_ WITH \_\_\_\_\_ DAY(S) FROM THE SICK LEAVE BANK

EFFECTIVE DATE \_\_\_\_\_

COMMENTS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

APPENDIX D  
STAFF DEVELOPMENT COMPENSATION APPLICATION

SECTION 1. INSTRUCTIONS

1. Completely fill in Section 2.
2. Check the highest degree that you earned in Section 3.
3. Date and sign the Application.
4. Attach one of the following as verification of your degree.
  - A. A copy of your college degree.
  - B. A copy of your college transcript, which stipulates degree earned.
5. Mail this Application and your verification to the Employee Services Department.

SECTION 2. EMPLOYEE DATA

EMPLOYEE NAME \_\_\_\_\_  
SCHOOL/DEPARTMENT \_\_\_\_\_  
CLASSIFICATION \_\_\_\_\_

SECTION 3. PROGRAM COMPENSATION

COLLEGE DEGREE PROGRAM

\_\_\_\_ Associate's Degree  
\_\_\_\_ Bachelor's Degree  
\_\_\_\_ Master's Degree

EMPLOYEE'S SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

SECTION 4. EMPLOYEE SERVICES USE ONLY

Date employee's Application received \_\_\_\_/\_\_\_\_/\_\_\_\_  
The employee has provided proper verification \_\_\_\_ YES \_\_\_\_ NO  
Date Application approved \_\_\_\_/\_\_\_\_/\_\_\_\_

Authorized Signature \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

The School Board of Volusia County (“School Board”) and the Volusia Educational Support Association (“VESA”) hereby agree to the following.

1. Subsequent to the completion of the current negotiations, the parties will form a joint committee to review the current compensation system for bargaining unit members. The committee shall consist of six (6) individuals, three (3) appointed by the Superintendent, and three (3) appointed by the President of VESA.
2. The School Board will seek schools from all three (3) levels to volunteer to track the hours office specialists are called upon to staff the clinic at the school.

For VESA:

For the Board:

\_\_\_\_\_  
Laura Cloer, President

\_\_\_\_\_  
Richard A. Kizma, Chief Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## SETTLEMENT AGREEMENT

The School Board of Volusia County (“School Board”) and the Volusia Educational Support Association (“VESA”) hereby resolve all issues for the contractual reopeners for the 2010-11 contract year and 2011-2012 contract year.

1. Eligible employees (those who were actively employed for greater than one-half of the applicable work year during the 2010-2011 school year and who meet the evaluation requirements set out in the collective bargaining agreement and those hired with experience and placed at a lower step to match the experience of those already in the district) employed by the School Board subsequent to the ratification and adoption of this agreement shall receive a step increase or one additional year of longevity, whichever is applicable, effective July 1, 2011. In addition, the salary schedules for all classifications shall be increased by \$.02 per hour. Current bargaining unit members hired prior to January 1, 2012 who have not received a step increase under this agreement and who have met the evaluation requirements set out in the collective bargaining agreement shall receive a one- time \$100 bonus.
2. The collective bargaining agreement between the School Board and the VESA, which prior to this agreement had an expiration date of June 30, 2012, will be extended through and including June 30, 2013.
3. The VESA will work with the School Board, through the Insurance Committee, to examine potential health insurance plan design changes in order to reduce and possibly eliminate any increase in the health insurance premiums paid by the School Board in the 2012-13 contract year.
4. The reopener provision for the 2012-13 contract year shall be as follows.
  - a. The contract will be reopened in accordance with the provisions in “b.” below only if the following condition precedent is met: The amount of the unassigned balance above the 5% fund balance goal established in School Board Policy at the end of FY 2012\*, when added to the additional discretionary FEFP revenue the School Board will receive in FY 2013 under the budget adopted by the state legislature and signed by the Governor\*\* and the savings the School Board will experience based upon the retirement of teachers at the end of the 2011-2012 school year and replacement with teachers with less years of experience\*\*\* exceeds the costs paid with nonrecurring funds in FY 2012\*\*\*\* plus the increased costs anticipated by the School Board for FY 2013\*\*\*\*\*. All determinations required in this condition precedent shall be determined in accordance with the dollar amounts included in the final budget adopted by the school board in September 2012, with the exception of the amount of additional discretionary FEFP revenue. That amount shall be as set out in the third calculation at which time a final determination will be made as to whether the reopener will take place.
  - b. If the condition precedent set out in “a.” above is met, the collective bargaining agreement will be reopened for wages and benefits to be paid to bargaining unit members for FY 2013.

\* This amount shall be determined by the School Board and provided to the VESA by August 31, 2012.

\*\* This amount shall be determined based upon the documents issued by the state legislature after the Governor has signed the budget, as compared to the information contained in the fourth

calculation from the Florida Department of Education. These documents shall be shared with the VESA within five days of receipt. Discretionary funds shall not include increases in school recognition funds, class size reduction funds, teacher lead funds, funds for instructional materials, funds for student transportation, funds for the Merit Award Program, supplemental academic instruction funds, reading instruction funds, safe schools funds, and any other funds subject to restrictions on how the funds are spent, unless a waiver for use of these funds is permitted by law and is included in the tentative budget adopted by the school board in July 2012 for FY 2013.

\*\*\* This amount will be determined by calculating the teachers' total base salary earned by teachers who retire after the end of the 2011-2012 school year but prior to the start of the 2012-2013 school year less the cost of replacing these teachers at the actual salary paid.

\*\*\*\* The amount of costs (primarily personnel) paid with nonrecurring funds in FY 2012 shall be determined by subtracting the unassigned fund balance at the end of FY 2012 from the unassigned fund balance at the end of FY 2011.

\*\*\*\*\* For the purpose of the calculation, the increased costs anticipated by the School Board for FY 2013 shall include: any increase in the School Board's required contribution toward the Florida Retirement System; a \$2 million decrease in the amount of funds transferred from the capital fund to the general fund in the FY 2012 general fund budget; any increase in the health insurance premiums to be paid by the School Board in FY 2013; the potential cost of additional Peer Assistance Review teachers if included in the FY 2013 budget; the loss of FEFP funds the School Board will experience due to the opening of new charter school(s), based upon the maximum enrollment set out in the charter/application; and the cost of the step increase and additional step agreed upon in this Settlement Agreement.

The step increase in this agreement shall come from the unassigned fund balance for FY 2012. When calculating the increase cost for the next year, the parties agree that the cost to maintain this increase shall either be counted when considering the unassigned fund balance as described in the paragraphs above, or as an increased cost.