

**CLASSIFIED
BARGAINING UNIT
COLLECTIVE BARGAINING
AGREEMENT**

between the

**SARASOTA
CLASSIFIED/TEACHERS
ASSOCIATION**

and the

**SCHOOL BOARD
of
SARASOTA COUNTY, FL**



July 1, 2024-June 30, 2027
Revision-November 2024



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ARTICLE I - RECOGNITION

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

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

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

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

ARTICLE II - DEFINITIONS

ADDRESS	The address of an employee provided by him/her to the Board.
ADMINISTRATOR	An employee of the Board, not in the Union bargaining unit, who is assigned administrative or supervisory responsibilities and is so defined.
BOARD/EMPLOYER	The School Board of Sarasota County, Florida, or its designee.
CAFETERIA PLAN	A Board-provided, negotiated benefit plan that includes multiple options for the employee.
CAP	Career Advancement Program.
COST CENTER	Each individual work site for which the Sarasota County School Board is responsible.
DAY	A duty day of an employee of the Board, unless otherwise indicated in the Agreement.
DEPARTMENT	The following groups will constitute departments in the classified bargaining unit: Transportation, Maintenance, Custodial, Secretarial, Food and Nutrition Services, Aides, Construction, Materials Management, Finance, and Technology and Information Services.
DOE	Florida State Department of Education.
EMPLOYEE	A member of the bargaining unit as defined in Article I, unless otherwise indicated.
FULL-TIME EMPLOYEE	An employee who is regularly scheduled to work 20 or more hours per week.

JOB CLASSIFICATION	A common grouping of job descriptions within a particular department as are listed in Appendix N of this Agreement.
HEAD CUSTODIAN	An employee who is not a supervisor or administrator but who has the responsibility to direct and assign work to the custodians who are located at a common worksite or cost center.
LEAD PERSON	An employee who is not a supervisor or an administrator, but who has the responsibility to direct and assign work to the employees and to direct the work of a shop.
NORMAL PAY	The employees' current lane for his/her normal work year. Extra duty days, summer school, overtime time and supplements are not considered part of an employee's normal pay.
NORTH COUNTY	Any school or work site located north of North Creek.
PDC	The Professional Development Center of Sarasota County.
PARTIES	Includes both the School Board of Sarasota County, Florida, and Union (Sarasota Classified/Teachers Association, SC/TA).
PERC	The Florida Public Employees Relations Commission.
REGULAR PART-TIME EMPLOYEE	An employee who is regularly scheduled to work fewer than 20 hours per week.
REGULAR WORK WEEK	The regular work-week shall be Monday through Friday, Tuesday through Saturday, or Wednesday through Sunday, unless otherwise indicated in the Agreement. Employees hired prior to November 1, 1996 shall not be required to work a normal work-week other than Monday through Friday.
SALARY LANE	A specific salary lane as found within Appendix A of this Agreement, e.g. SSP-1, SSP-2, etc.
SALARY PLACEMENT	A particular lane on the Classified Salary Placement Schedule located in Appendix A.
SCHOOL CALENDAR	The School Calendar as adopted by the Board. The Board will designate nine unpaid holidays designated by the Board. Before adopting the calendar, the Board will consider the requests of the Union. When an academic school year has a total of 105 weekend days, the unpaid holidays will reflect eight days.
SENIOR HEAD CUSTODIAN	The Senior Head Custodian is an employee who is not a supervisor or administrator but who has the responsibility to direct and assign work to the head custodian and custodians who are located at a common worksite or cost center.
SENIORITY	Time since effective date of hire in the classified bargaining unit. If an employee on a leave of absence does not work more than one day more than one half of a school year, that year will not count for seniority accrual. A classified employee who transferred to the instructional bargaining unit and then returned

to the classified bargaining unit will retain prior classified bargaining unit time(s) for seniority purposes, provided that no break in service to the school district occurred. Tiebreakers in seniority are defined in Article XV (Reduction In Force) of this Agreement.

SHOP	A group of two or more employees who perform the same or substantially similar majority job functions and are paid on the Maintenance salary classification.
SOUTH COUNTY	Any school or work site located south of North Creek.
SUPERINTENDENT	The Superintendent of Schools or his/her designee.
UNION	The Sarasota Classified/Teachers Association.
WORK YEAR	The work year for employees covered under this contract will be 12 months unless otherwise stated in this Agreement.

ARTICLE III - SCOPE OF BARGAINING

A. Scope

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

B. Procedures

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

C. Agreement

1. Upon completion of collective bargaining between the Superintendent and the Union, the collective bargaining agreement shall become binding only after it has been ratified by the employees and approved by the Board at a regularly scheduled meeting.
2. This Agreement constitutes the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.
3. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be automatically modified by mutual agreement of the parties to the extent that it violates the law, but the remaining provisions shall remain in full force and effect for the duration of this Agreement.
4. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement.
5. An individual contract which is executed during the term of this Agreement between the Board and an employee shall be made expressly subject to the terms of this Agreement. An individual contract which is executed during an interim period between this and subsequent agreements shall contain a clause providing that after execution of this Agreement, such individual contract shall be brought into conformity with the terms of that Agreement.

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

D. Resolution of Impasse

1. Mediation

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

2. Special Master

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

ARTICLE IV - UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS

A. Employer Information

1. The Board agrees to furnish to the Union, in response to reasonable request, all available information concerning the financial resources of the district, including but not limited to annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including county allocations, board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all employees, salaries paid thereto and educational background, and such other information as will assist the Union in developing and proposing intelligent, accurate, informed, and constructive programs on behalf of the staff and students together with information which may be necessary for the Union to process any grievance or complaint. If production of copies is required to provide such information, the Union will bear all reasonable expenses.
2. All School Board Rules adopted by the Board shall be distributed to all Rule book holders within 30 days of adoption.

B. Payroll Deduction

1. A member of the bargaining unit, and only such a member, may present written authorization to the Board to deduct Union dues and TIGER deduction from his/her salary. Each authorization shall be effective until the earlier of the two occurrences:
 - a. Loss of certification by the Union as the bargaining agent for the employees covered by this contract.
 - b. 30-days after written notice of revocation of said authorization by the employee to the Board and the Union.
2. The Union shall reimburse the Board a fee of \$1 per member per year for the actual expense associated with payroll deduction for Union members on a yearly basis. The Board shall transmit to the Union any and all deductions within 15 days, except in the case of reasonable delays.

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

C. Union Meetings and Activities

1. Whenever possible, the Senior Representative or designee shall not be assigned additional duties so as to carry out those responsibilities associated with enforcing this Agreement.
2. The Union's Negotiating Committee, not to exceed ten persons at any given time, shall be granted release time for attending contract negotiations.
3. The Union reserves the right to hold meetings at School Board facilities/work locations upon 24-hour notification to the principal/supervisor by the Union representative.

D. Union Activities at Work Locations

1. Union representatives shall have access to any cost center for the purpose of enforcing this Agreement consistent with applicable statutes.
2. The Union shall have access to internal mail distribution within buildings as provided by the principal or director of the respective cost center. Public address systems and other means of communication which are available within the cost center may be utilized by the Union for purposes of announcements provided that all announcements are first reviewed by the appropriate administrator.

E. Inter-School Mail

Within the guidelines of the U.S. Postal Service and related quasi-judicial rulings, the Union shall have the right to use the inter-school mail facilities and school mailboxes, so long as such does not include boxes, books, or other bulky material. The Union will compensate the Board at a rate of \$500 per year or the actual cost, whichever is higher for the cost of providing this service.

F. Time for Union Representatives

The Board will release employees from duty at the SC/TA's request, providing such release does not adversely affect the delivery of instructional services to students. The SC/TA may allocate these days at their discretion. The SC/TA will reimburse the Board for all released days at the appropriate substitute's rate of pay. These days may be used at the SC/TA's discretion.

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

G. E-mail and Computer Access

1. The Employer shall provide access to the Board's electronic mail delivery system to the Union as a means of communications with the employees.
2. The Employer agrees to provide access to a computer and the electronic mail delivery system for the senior Union representative at each work site.

3. E-mail communications between employees and the Union and/or its building representatives involving Union business will be considered a private communication not subject to Chapter 119, Florida Statutes.
4. When the Administration deems it necessary to read an employee's e-mail, the employee will be so notified in a timely fashion. Such notification will include the reason for such interception. The e-mail of an employee will not be read by any unintended party without providing such notification to the affected parties.
5. The Union will reimburse the district a sum of \$250 per year or the actual costs; whichever is higher.

H. Bulletin Boards

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

I. New Employee Orientation

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

J. Information from the Board

1. The Board shall provide on a regular basis to the Union lists of vacancies and additions from the bargaining unit including Board minutes.
2. The Board shall provide the Union with a complete set of School Board rules and changes thereof.

K. Parking

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

L. Right to Representation

1. No disciplinary action may result from a meeting between an employee and his/her supervisor and/or other management official unless the employee is advised that such a meeting is for the purpose of discussing discipline or potential discipline, and the employee is allowed Union representation if s/he so desires. If a request for representation is made, it shall be honored.
2. The Union has the right to be present at any meeting of the employer and employee if that meeting is for the purpose of discussing employee competency.
3. The Union retains the right to represent all employees of the bargaining unit consistent with applicable statutes.
4. The Board agrees to notify both the Union and the employee of any meeting relative to 1 and 2 above at least 24 hours in advance of said meeting except in cases of emergency, and no meeting shall be held unless the time and date are mutually agreeable to the parties. An emergency is defined as any condition that constitutes a real and immediate danger to the district and any serious charge as outlined in Florida Statutes, Chapter 1012. In cases that are described as "emergency" in nature, the meeting shall take place no later than 24 hours after the knowledge of the parties of such incident.

M. Exclusivity Clause

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

N. Subcontracting

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

1. work load peaks (not to exceed 60 days duration),
2. the custodial and grounds maintenance of non-school facilities,
3. central office administrative support services (i.e., those positions listed in the 7000 cost function which are not allocated to a school based work site or Facilities Services),
4. those types of services that have been subcontracted by the Board in the past, and/or
5. other exemptions agreed to by the parties.

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

O. Committee Appointments

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

P. Limitation on Use of Substitutes

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

Q. Ratification Costs

The parties agree to equally incur the cost of reproduction and dissemination of information associated with the ratification of a negotiated contract including but not limited to release time for election monitoring, transporting ballots and the mileage costs associated with that transport.

ARTICLE V - EMPLOYEE RIGHTS

- A. Consistent with Florida Statutes, Chapter 447, each employee of the bargaining unit has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or to refrain from any such activity, and each employee shall be protected in the exercise of this right. The Employer agrees that the right to assist the Union extends to participation in the management of the Union and acting for the Union in the capacity of Union representative, including presentation of its view to officials of the Governor, the Legislature, or other appropriate authority. The Employer shall take the action required to assure that employees in the bargaining unit are apprised of their rights under State Statutes and that no interference, restraint, coercion, or discrimination is practiced by the Employer to encourage or discourage membership in the Union.
- B. Consistent with applicable statutes, an employee's off-the-job conduct shall not result in disciplinary action, unless such conduct impairs his/her effectiveness as an employee. Moreover, the Employer recognizes the right of a duly recognized Union representative to express the views of the Union provided they are identified as Union views.
- C. No employee shall have disciplinary action taken against him/her because of debt complaint, and the Employer shall not assist the creditor in collecting the debt, unless required by applicable State and/or Federal Statutes.

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

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

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

G. Probationary Period

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

2. Probationary employees who are recommended for termination will not have rights of appeal nor may they require any written explanation.

3. Probationary employees shall have the right to file grievances in accordance with this agreement except in those instances prohibited by statute or in Section 2 above.

4. Employees shall not be permitted to transfer to a job in another department during their original probationary period.

H. Post-School Day Meetings

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

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

I. Student Transport

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

J. Public Discipline

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

K. Due Process

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

2. If a suspension or termination is deemed necessary because of threat of harm or for the employee's own safety or the safety of others, or for other good reason, s/he shall be suspended with pay until such time as the grievance and arbitration process has been completed and a final decision has been rendered. If an employee is subject to a police investigation and if as a result of that investigation, a probable cause affidavit and subsequent arrest of the employee takes place, he or she will be moved to unpaid leave status retroactive to the date of the arrest. If the charges are dropped or if the employee is found not guilty of said charges, he or she will be reimbursed for the time in question. The Board reserves the right to temporarily reassign employees from their current assignment during the pendency of the grievance and arbitration process.

- L. All employees who participate, at their own cost and primarily on their own time, in the production of tapes, publications, or other produced educational material, shall retain residual rights should they be copyrighted or sold by the Board.
- M. Employees with elementary school-aged children will be considered to be in a hardship position and will therefore be eligible for an automatic supervision hardship reassignment of their children to their parent's elementary school work site.
- N. The Board agrees to require the fingerprinting of existing employees only as required by state statute or law enforcement officials. In such cases, the Board will bear the cost of all such testing. (This does not include the fingerprinting of new employees.)
- O. The Board will make an official request that social security numbers of employees and former employees be maintained as confidential in accordance with Section 119.07(3) (x) 2, Florida Statutes. The Board shall provide the SC/TA with a copy of the requests, which are made to such agencies. The Board will also make requests to any additional agency, which the SC/TA informs the Board may be in possession of employee social security numbers.
- P. Other than for district-sponsored health fairs or with consent of the school SDMT, vendors (including those for financial products) will not be permitted in teacher lounges, work rooms, mail rooms and/or copy rooms during the duty day.
- Q. Beginning in the 2022-23 school year, employees with school aged children that attend district schools which offer the before and/or after school program (regardless of where the employee works), will be allowed to utilize the school's program on a cost-free basis. In the case of non-district run programs, this condition will be included in future contracts between the Board and any outside provider(s).

ARTICLE VI - MANAGEMENT RIGHTS

- A. Nothing in this Agreement shall be construed to limit or impair the right of the Board to exercise its sole discretion, providing such exercise is consistent with the express terms of this Agreement and in keeping with federal and state laws on all of the following matters:
 - 1. to manage the school system and to exercise sole, exclusive control and discretion over the organization of the Board and of the Sarasota County School System and the operations thereof.
 - 2. to determine the purpose and functions of the Board and its constituent agencies, divisions and departments.
 - 3. to perform those duties and exercise those responsibilities which are assigned to it by law or by regulations of the State Board of Education and by State Law.
 - 4. to determine and adopt such policies and programs, standards, rules and regulations as are deemed necessary for the efficient operation and general improvement of the Board's school system and to subcontract such operations and services to the extent deemed practical and feasible to the Board.
 - 5. to set methods, means of operations, and standards of services to be offered throughout the Sarasota County School System and to subcontract such operations and services to the extent deemed practical and feasible to the Board.
 - 6. to decide curriculum and to supplement minimum course of study prescribed by the State Board of Education for all schools.
 - 7. to determine and re-determine job content.

8. to decide the number, location, design, and maintenance of its schools, departments and facilities, supplies and equipment.
 9. to determine the qualifications of all employees of the Board, to select, hire, lay off, assign, transfer, promote, demote, and direct all employees of the Board consistent with this Agreement.
 10. to discharge and suspend any employees of the Board and to take other disciplinary action against such employees for cause and to relieve such employees from duty because of lack of work or for other legitimate reasons.
 11. to make, issue, publish and enforce policies, procedures, rules and regulations not in conflict with the express provisions of this Agreement or applicable law, as it may from time to time deem best for the purpose of maintaining effective operation and order and safety in the schools. Notice thereof shall be given the Union and the employees. Compliance therewith by the employee shall thereafter be required unless and until rescinded or amended by the Board.
 12. to exercise other rights to manage the school system and the educational processes which are not recited in or expressly limited by this Agreement.
- B. Any of the rights, powers, or authority the Board previously possessed or enjoyed prior to this Agreement are retained and may be exercised without prior notice to or consultation with the Union except as expressly abridged, limited, or modified by the written terms of this Agreement.
- C. The Board has the sole, exclusive right to direct the managerial, supervisory, administrative personnel, and any other person not covered by this Agreement to perform any task in connection with the operation of the school system, whether or not performed by the employees within the bargaining unit.
- D. The Board hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and vested in it by laws and constitution of the State of Florida.
- E. When the Superintendent is presented with an emergency situation which in his/her opinion presents real or potential danger to an entire school center, s/he may so notify the Union and permit the Union to meet with the Administration to discuss the problem.
- F. Physical and Psychiatric Examinations: The Board may at any time and for sufficient reasons require any classified employee to submit to a physical or psychiatric examination or test to determine that employee's fitness for employment. The cost of such examination or tests required by the Board shall be paid by the Board. The employee reserves the right to select the physician, psychiatrist, or psychologist from a group of three selected by the Board to conduct such tests. The employee may submit other written results of examinations or tests administered by a physician, psychologist, or psychiatrist of the employee's choice and performed at the employee's expense within 21 days after receiving notice from the Board that such exam or testing is required, and the results of such examination or test shall be considered along with the results of required examinations or tests. A determination resulting from any such examination or test that the employee is not fit to perform all of the material duties of his/her position shall be considered one of the grounds constituting just cause for the termination of that employee's employment. If the Board requires any employee to submit to any such examination or testing, the requirement must be presented to the employee in writing, and the written requirements shall state the reason that the examination or test is being required. The failure or refusal of any employee to submit to justifiable Board requests for testing may be considered one of the grounds constituting just cause for the termination of employment. Any and all examinations conducted as a result of this Section shall be confidential in nature and shall not be released except on those occasions as required by Florida Statute.
- G. Reasonable Suspicion Testing
1. Should an employee evidence signs that suggest significant impairment of their cognitive functions suggestive of active alcohol or drug intoxication, she or he may be required to undergo reasonable suspicion drug

or alcohol testing. Such a determination may only be made if that employee has been observed by a neutral, specially trained observer, mutually agreed by the parties. For an employee to be required to submit to reasonable suspicion testing, she or he must evidence one of the behavioral indicators in (a) below or any two of the behaviors in (a) or (b) below, as evidenced by the neutral observer:

- a. Odor of alcohol or marijuana on breath or person
Possession of alcohol, drugs, or drug paraphernalia on campus
Reported unexplained fainting or lack of consciousness
 - b. Obvious and unusually slurred speech
Obvious and unusual lack of balance or substantially unsteady gait
Apparent intoxicated behavior (without the odor of alcohol or marijuana)
Inability to respond to simple questions or respond correctly
Very large or small pupils
2. Employees thought to be under the influence of alcohol will receive a breath analyzer test (BAT) by a certified laboratory agreed to by the parties. Employees thought to be under the influence of illegal drugs will be given a urine test, testing for specific substances agreed to by the parties. A split sample technique will be utilized in the case of any urine testing.

ARTICLE VII - CHANGES IN PAST PRACTICES/TERMS/CONDITIONS OF EMPLOYMENT

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

ARTICLE VIII - FAIR PRACTICES

- A. There shall be no discrimination against employees on the basis of race, color, religion, gender, ethnic or national origin, genetic information, age, disability, marital status, political beliefs or activities or sexual orientation.
- B. Neither the Board nor the Union shall discriminate against employees because of membership in the Union.
- C. Employees covered by this Agreement shall have the protection of all the rights to which they are entitled by this contract and other applicable laws and statutes.
- D. Sarasota County School Board shall comply with State Statutes on Veteran's preference and Federal Statutes on nondiscrimination on the basis of religion, race, national origin, color, sex, or handicap.

ARTICLE IX – SALARIES

- A. Salary Schedules

Employees covered by this Agreement will be paid on the Classified Salary Schedule attached as Appendix A.

Each employee will receive an automatic 0.5% retention adjustment on July 1st of any school year for the prior years' service. Service of one day more than one half of the work year constitutes a year of service.

2024-2025 Salary Settlement

Classified Employees will receive a 4.5% increase in addition to the previously received 0.5% retention supplement for a total increase of 5%. This amount will be added to an employee's base pay.

In addition, each classified employee will receive a one-time supplement of \$600. This amount will be pensionable but will not recur into future years.

2025-2026 Salary Settlement

Classified employees will receive a 4.5% increase in addition to the 0.5% retention supplement, if applicable, for a total increase of 5%. This amount will be added to an employee's base pay.

All ESE aides currently serving in Title I schools, Oak Park school, district designated ESE non-gifted cluster classrooms and ACCESS classrooms at high schools will be classified as an SSP-7 ESE paraprofessional and will work a 196-day work year.

B. Method of Payment

1. Number of Payments

Each employee will be paid in 24 installments.

2. Pay Dates

All employees will be paid semi-monthly.

3. Direct Deposit

All employee pay will be directly deposited into his or her checking or savings account.

4. Exceptions

When a pay date falls on a federal holiday or weekend, employees shall receive their paychecks on the last previous week working day.

5. Final Pay

When an employee separates employment from the Board, they will be paid on the next pay period for all contracted duty days worked through the effective date of separation.

C. Payroll Errors

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

D. Temporary Assignments

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

E. In-service Training Points

Employees participating in approved in-service activities will be compensated at their normal hourly rate of pay for all such in-service activities. Training that is specifically required for a bargaining unit promotion to the following positions: head custodian, food service assistant II, food service manager intern, or food service manager will be exempt from this provision unless such training occurs during their normal duty day.

F. Night Differential

Night differentials will be paid in accordance with the following:

1. Second Shift (beginning on or after 12 o'clock noon) - additional 5%.
2. Third Shift (beginning on or after 10 o'clock pm) - additional 10%.

In those cases where management and the employee agree on a temporary shift change during periods of school breaks (4-day work week, winter break, spring break, etc.), an employee's shift differential will not be decreased.

G. Salary Placement Following Transfer to a Different Job Classification

When an employee transfers from one pay lane to another, he or she will receive an increase equal to the percentage increase from the former lane placement to the new lane placement that appears in Appendix A of this Agreement.

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

I. Rules for Salary Placement

1. Credit for experience will be granted as follows:

Newly hired employees will be placed on the appropriate salary lane on the Classified Salary Placement Schedule and will receive ½% above the initial salary for each year of verifiable experience in related work. Additionally, full-time (for the position in question) substitutes who work a full year for the School Board of Sarasota County will receive salary credit for the year in question. The combined total credit for outside and inside work credit will be limited to a maximum of 7.5% above the initial salary.

Employees transferring from one classified position to another may request HR re-evaluate their prior outside experience to determine if they may qualify for a re-computation of their outside experience.

2. When an employee who had not previously been a member of the classified bargaining unit involuntarily moves from an instructional position to a classified position s/he will have their salary calculated through an MOU to determine salary placement.

J. Withholding of Pay

Payment of salaries for workdays completed shall not be withheld for punitive reasons.

Employees will not be docked for paid holidays unless they are on a Board-approved unpaid leave of absence at the time of the paid holiday or they are in an unpaid status for the entire pay period encompassing the paid holiday.

ARTICLE X – WORKDAY

- A. The regular work week shall be Monday through Friday, Tuesday through Saturday, or Wednesday through Sunday, unless otherwise indicated in the Agreement. Employees hired prior to November 1, 1996, shall not be required to work a normal work week other than Monday through Friday.
- B. The normal workday and workweek (excluding lunch) for full-time employees will be 7.5 hours per day and 37.5 hours per work-week except as indicated below:

<u>Job Classifications</u>	<u>Per Day</u>	<u>Per Week</u>
Telecommunications Dept. (9060)	8.0	40.0
Food Service Assistant I	4.0 (minimum)	16.0 (minimum)
Food Service Assistant II	7.0	35.0
Food Service Manager & Interns	8.0	40.0
Custodial Personnel	8.0	40.0
Maintenance Personnel	8.0	40.0
Transportation Personnel	4.0 (Min)	20.0 (Min)
Transportation Maintenance Personnel	8.0	40.0
Clerical/Monitorial Aides	Variable	Variable
Building Inspectors	8.0	40.0
Maintenance Specialists	8.0	40.0

In the case of aides, (with the exception of clerical/monitorial aides), the duty day will be extended effective with the beginning of the 2006-2007 school year, assuming successful passage of a general fund millage election by no later than June 30, 2006. Should a general fund millage election not pass by that date, the paraprofessional and teacher aide duty day will revert back to seven (7) hours.

- C. All employees working four hours or more will receive a 15-minute break. Those employees working seven hours or more per day will receive two 15-minute breaks. Employees working a regular duty day longer than 8 hours will receive two 20-minute breaks per day.
- D. No employee shall be required to work through his/her lunch period.
- E. Classified employees shall be paid at the rate of one and one-half times their regular hourly rate for hours paid in excess of 40 hours a week. Hours worked on a designated paid holiday shall be paid at one and one-half times the regular hourly rate in addition to the employee's regular pay. Overtime work will be distributed among qualified employees in the same job classification within the cost center on an equitable basis by rotating such work through the appropriate seniority list. This does not preclude the administration from selecting a specific employee to perform tasks, which require that employee's special expertise.

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

1. A seniority list shall be posted on July 1 each year with all OT hours returning to zero.
2. Overtime shall be awarded by rotating seniority (i.e., from the most senior to the least senior on the list) in the following manner:
 - a. Any overtime hours offered and refused shall be charged to the refusing employee.
 - b. Custodial overtime will be offered to those employees on the overtime list at their respective cost center. If all eligible custodial employees refuse the available overtime or the number of employees needed for the overtime cannot be filled, the overtime will be filled from other locations at the discretion of the manager in charge.
 - c. Overtime not requiring specific work skills may be offered to school employees outside the cost center or department if all the eligible employees within the department or cost center have refused it.
 - d. Any deviation from rotating seniority shall be limited to:
 - (1) employee eligible for the overtime does not possess the skills necessary,
 - (2) an emergency exists requiring immediate action, or

- (3) holdover overtime to complete an assignment begun during an employee's regular shift.
- e. Pre-arranged overtime requiring more than one regular shift shall be divided between two or more eligible employees.
- 3. Following the first cycle through the seniority list deviation from rotating seniority will be made when necessary for equalizing the overtime earned (i.e., person with the least earned overtime will be offered overtime).
 - 4. New hires will be assigned the same number of overtime hours as the employee with the highest number.
- F. When the administration requires overtime work, an employee will be paid at the rate of one and one-half times his/her regular hourly rate for all hours paid in excess of 40 hours in a week. Employees who have had unpaid or unauthorized leave shall not be eligible for time and one-half pay during the week in which the leave occurred unless the actual hours worked exceed 40 hours. Employees who work additional hours beyond their normal work-week at regular part-time employment within the school system (i.e. late afternoon and evening programs) shall be exempt from this provision.
 - G. When an employee returns to work on other than his/her regularly assigned shift, the employee shall receive a minimum of two hours pay at time and one-half his/her regular hourly rate.
 - H. Employees shall be given 30 calendar days notice in writing of any shift adjustments except as otherwise provided in this Agreement and in cases of emergencies. A shift may be adjusted only once between bid meetings. If the shift change creates undue hardship on an employee, that employee will be afforded a transfer to another work location should a vacancy exist on the employee's prior shift. That transfer will stay in effect until the time of the next regularly scheduled bid meeting. At that point the employee will be transferred back to his or her former work location or to a new location or shift based on the employee's successful bid. For all cost centers, in cases where more than one employee is assigned to a work site in a particular job classification, volunteers for the shift change will be sought first. Should no volunteer exist, the employee with the lowest seniority will be assigned the shift change. The needs of the employee shall be accommodated whenever possible.
 - I. In no instance shall compensatory time be utilized in lieu of payment for services.
 - J. When applicable, employees shall be paid in accordance with the Fair Labor Standards Act.
 - K. Overtime work will be distributed among qualified employees in the same classification within the cost center on an equitable basis by rotating such work through the appropriate seniority list. This does not preclude the administration from selecting a specific employee to perform tasks which require that employee's special expertise.
 - L. Emergency Situations

The Board reserves the right to alter the previously approved District calendar in cases of emergency. During an emergency situation the Superintendent may choose to furlough certain groups of employees as necessitated by the circumstances. Any employee furloughed under this provision will receive full compensation for the day(s) in question.

The Superintendent may also designate certain employee groups as "operationally essential" and require those so designated to work their normal work-day. In cases where operationally essential employees work on a normally scheduled duty day, they will receive their normal daily rate of pay. If work occurs on a non-duty day, they will receive the appropriate rate of pay including any applicable overtime pay.

The Superintendent (or designee) will consult with the President of the Union (or designee) prior to any such determination.

During an emergency situation, when there is an inability to secure teacher substitutes, the school may seek volunteers among the aides assigned to that work site to serve as substitute teacher proxies for the day in question. Aides serving as a substitute teacher proxy will be acting in a monitorial function only and will not provide concurrent instruction or lesson planning. Volunteers will be sought from SSP-7 aides first and, if the emergency need is not met, from SSP-5 aides. SSP-7 aides functioning as substitute teacher proxies will be compensated at the employee's normal hourly rate of pay. SSP-5 aides functioning as substitute teacher proxies will be compensated at the rate of a SSP-7 aide. Specifically, each SSP-5 working as a substitute teacher proxy will receive 20.81% over their normal rate of pay.

- M. Sick leave accrual and utilization will be based upon the length of an individual employee's normal scheduled work-day.

ARTICLE XI - PERFORMANCE EVALUATION

A. Staff Evaluation Procedure

1. Each employee shall be evaluated by the cost center head or his/her administrative designee when deemed necessary, but no less than once every three years.
2. All evaluations shall be in written form utilizing the format adopted by the School Board (Form Adm. 10) or other format, which has been mutually agreed upon by the parties.
3. Signing of Evaluation: The employee may sign and date the written evaluation indicating that s/he has read the written evaluation and has had the opportunity of making comment on the evaluation. The employee may request that additional comment pages be added to the evaluation if s/he so desires. If the employee declines to sign a completed evaluation form s/he shall, within ten working days, provide a signed statement either stating his/her intent to grieve or present a rebuttal to be attached to the evaluation. An employee shall not be requested nor required to sign a blank or incomplete evaluation form.

B. The evaluator shall make one of the following recommendations on each evaluation:

1. The person be continued in his/her position of employment.
2. The person be continued in his/her position of employment but be given additional training in specified areas.
3. That the person be placed on a NEAT process which if not completed successfully, could lead to a possible termination of his/her employment.

C. NEAT Process

1. If a NEAT process is recommended by the evaluator, the evaluator and the employee must meet within 20 working days of the time that the evaluation was presented to the employee in order to begin implementation of the process. At the first meeting, the evaluator must specifically outline areas of unsatisfactory performance and present what improvements would be necessary for the performance to be considered satisfactory. The evaluator must also recommend prescriptions for improvement in the specific areas of concern. The employee has the right to have Union representation at all meetings during the NEAT process.
2. Within 20 working days of the first meeting of the NEAT process, a written plan of improvement must be presented by the evaluator to the employee. The plan must define specific persons, procedures, activities, or training which will assist the employee in achieving success. If a plan of improvement is not agreed upon by the parties within ten days after presentation, the evaluator's plan may be implemented.
3. The plan evaluation period will last for at least 180 days. The plan will outline specific meeting times for the evaluator and the employee to share feedback on the progress of the plan. Mandatory meetings will be held on days 30, 60, and 120 of the evaluation period.

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

ARTICLE XII- PROFESSIONAL DEVELOPMENT CENTER

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

ARTICLE XIII - TRANSFERS/PROMOTIONS

A. Postings

1. Custodian and Food Service Divisions

- a. Twice a year bid meetings will be held in a central county location in order to fill all eligible vacancies that have occurred since the previous bid meeting. Senior head custodian, head custodian, day custodians in schools where there is just one day custodian, lead person, food service assistant manager and manager positions will not be included in the bid meeting process. These positions (other than lead person) will be filled in accordance with those procedures outlined in Section 2, below. All senior head custodian, head custodian, food service assistant manager and manager positions will only be filled with inside applicants who have successfully completed the respective career ladder requirements.
- b.
 - (1) Vacancies created between bid meetings may be filled temporarily until they can be properly bid. Management may choose to delete a position when it becomes vacant and not put it up for bid. A deleted position will not be filled.
 - (2) Custodial vacancies that are posted county-wide between bid meetings will not be open to existing Board-appointed custodial employees.
 - (3) Each such position that is filled between bid meetings will be filled as a regional custodial position.
 - (4) Each such position that is filled as described above will be automatically vacated and posted at the next bid meeting and will be filled in accordance with those procedures outlined in Article XIV, section A.
- c. Before each bid meeting an up-to-date seniority list for custodians and food service workers will be given to the Union. This list will be the final authority for determining seniority at the bid meeting. The process to break ties will be to (1) utilize date of hire, (2) date of application, and (3) where necessary, toss of coin will be utilized. The tie breaking process shall be valid for both bid meetings held during the year. A bidder for a food service position that requires a specific level of the career ladder shall have achieved at least that level of the career ladder the specific position requires.
- d. Management shall inform the Union of the date, time, place and positions to be bid at least two weeks prior to the meeting. The same information will be distributed to custodial and food service employees through pony. Management may add new vacancies to the bid list up to the day of the bid meeting.
- e. Positions will be bid in alphabetical order by cost center. A custodian or food service employee must be present at the bid meeting except as provided for in Section f in order to bid on a position. A bid on a position will not be valid unless made by the person who will fill the position. The current position of a successful bidder will be put up for bid after all listed vacancies have been bid. Vacancies will continue to be bid until all are filled or until no one bids on the remaining vacancies.

- f. A custodian or food service employee may submit an absentee bid form if they are unable to attend the bid meeting. Absentee bids will only be accepted on vacancies which have been advertised in advance of the bid meeting on the official announcement. A custodian or food service employee must submit a separate absentee bid form for each job they wish to bid on. Absentee bids must be received either in the office of the Director of Facilities Services or the office of the Director of Food and Nutrition Services; whichever is appropriate, two working days in advance of the bid meeting. There is no limit to the number of jobs that can be bid on. After an absentee bidder is successful on any bid, all other bids will be pulled. Absentee bids will compete with bids from other custodians and food service employees at the bid meeting.
- g. All bids are final and binding at the conclusion of the bid meeting.
- h. After the bid meeting, a date will be set on which all job changes will take place. The date will not exceed 30 calendar days after the bid meeting.

2. Aides, Office Staff Personnel

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

(1) Personnel Functions of the Cost Center Management Team or its Designee:

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

(2) Seniority to Govern in Filling Vacancies, when All Other Qualifications are Substantially Equal:

The committee shall recommend the candidate with the best qualifications for the vacancy. When the qualifications of two or more candidates are substantially equal, then the candidate with the greater seniority of employment with the Sarasota County School Board shall be recommended for the vacancy.

- b. Procedures for Cost Centers Not Utilizing an Approved Shared Decision Making Model of Governance:

The parties recognize that all cost centers may not operate under approved, shared decision making models. For such cost centers, the following procedures for selection and lateral transfer of staff will apply:

- (1) When a vacancy is known to be in existence, said vacancy shall be posted in accordance with the terms set forth in this Agreement. Employees wishing to transfer to said vacancy shall express their written request to the cost center head and to the Human Resources Office. Employees applying for a lateral transfer within job classification must possess the necessary qualifications for the vacant position. Lateral transfer requests shall be filled in accordance with seniority within the district.

(2) Appeal of Voluntary Transfer Determination: If, in the judgment of the cost center head, the staff member selected under this process for lateral transfer is not qualified for the position, s/he shall provide a written justification to the Superintendent of Schools. The Superintendent shall refer the justification to the SC/TA President for his/her concurrence. If the Superintendent and the President do not agree, the matter will be presented for final determination to a neutral third party mutually selected by the Superintendent and President.

3. Voluntary Transfer to a Different Salary Lane

- a. Voluntary lateral transfers will be granted prior to filling a vacancy for voluntary transfer to a different salary lane.
- b. All vacant or newly created positions (except as specified above) will be publicly posted for a period of no less than five working days, prior to the closing date for applications, unless mutually agreed to by the parties. All positions will be publicly posted for five working days throughout the school district in all staff lounges, on the Internet, and on the School Board's automated telephone job hotline.
- c. The position in question will be offered to the most senior, qualified applicant. In the case of aide or secretarial positions, the procedures outlined in Article XIV, Section A 2 will be applied to determine the successful applicant. The successful applicant must possess all minimum job qualifications contained within the job posting.
- d. In order to be eligible for such voluntary transfer, the employee must not have received an unsatisfactory rating on his/her most recent Performance Evaluation.
- e. Any employee transferring to another salary lane pursuant to this section will be placed on a 180-day probationary period in his/her new position. During this period, the employee may not be evaluated in the first 30 calendar days. Should any performance concerns emerge after the first 30 days, the respective administrator will provide written notification to the employee of his/her failure to meet the administrator's expectations. This notification will include specific recommendations that if completed, or corrective action is demonstrated, would lead to the employee's successful completion of the probationary period. Any employee will be given a minimum of 120 days to address these written concerns. The 180-day probationary period will be extended as needed to conform with the 120-day assistance period, but in no event will exceed a total 240 days duration.
- f. An employee who is unsuccessful in his/her probationary period or who desires to return to his/her former position, during the probationary period, will be returned to his/her former position or a substantially similar position (in terms of hours, pay grade, and job duties). Otherwise, the provision of Article V, paragraph G, apply.

B. Surplus Staff

1. Voluntary transfers shall be sought prior to initiating any surplusting of staff.
2. The employee with the least amount of appointed seniority in the system shall be surplusped before a more senior employee.
3. Involuntary transfers will not be used for disciplinary reasons.
4. Employees to be surplusped will be placed in accordance with those procedures outlined in Article XV, Reduction In Force.
5. When a program or school is closed or a class or group of classes is moved intact from one work site to another, the aides in that program or class will be afforded the opportunity to (a) move with their former class

or program, (b) voluntarily surplus themselves, or (c) remain at their original work site if there exists a less senior aide in their salary classification.

In the event that not enough positions are moved to the receiving school to accommodate all aides from the former work site, aides will be offered transfers to the receiving school on a seniority basis. The most senior aide in the salary classification will be offered a transfer first and so on until the moved positions are exhausted. All remaining aides at the former work site will be surplus in accordance with those procedures outlined in Articles XIV and XV of this Agreement.

6. Should a surplus situation be created by a one-on-one aide declining to move with a student, resulting in a surplus issue at the work site, the least senior aide at the work site within the affected job classification will be surplus.

C. Promotions

1. Where a career ladder or voluntary incentive program exists, the employee must have completed those requirements associated with the position being sought.
2. All administrative vacancies shall be posted in accordance with School Board Rule 4.104.
3. Any employee possessing the appropriate promotional qualifications may apply for an administrative vacancy.
4. The Board shall utilize to the maximum extent possible, the skills, talents, and qualifications of its employees and shall fill position vacancies by promoting from within in accordance with current School Board Rule 4.104 or any career ladder or voluntary incentive program.
5. Time Off for Job Interviews

Employees will be afforded temporary duty elsewhere for up to three times per school year to interview or take required testing for transfer or promotion to another position within the school district. Additional time off for interviews or testing will be charged time off. The employee will give his or her present Administrator at least 24 hours advanced notice of any such interview.

D. Leadpersons

1. In order to be eligible for a leadperson position, the applicant must have successfully completed two required courses. One course will address interpersonal skills and will include components covering anger management, customer relations, and necessary skills for dealing successfully with employees. The second course will include work in the area of technical skills and will include components on dealing with subcontractors, analyzing blueprints, and distribution of work orders. Both courses will be offered at least yearly and will be open to all Maintenance Division employees on a seniority basis.
2. An employee must have been employed in the Department for a period of no less than three years prior to being eligible for a leadperson position.
3. Interested employees will express their intent to apply for the leadperson position to the cost center head in writing. Applicants will be interviewed by a committee comprised of four (4) members—two (2) appointed by the SC/TA and two (2) appointed by the Board. The employee with the highest number of votes will be selected for the leadperson position. In case of a tie, the position will go to the applicant with the greatest shop-wide seniority.
4. Should a leadperson receive two sustained formal disciplinary actions while serving in a leadperson's capacity following the ratification of this Agreement in a three-year period, he or she will be relieved of his or her leadperson responsibilities and will receive the appropriate adjustment in his or her salary.

5. Leadpersons will be compensated for the lead duties according to the following compensation schedule:

Four or fewer employees assigned to leadperson	10%
Five to nine employees assigned to leadperson	12%
Ten or more employees assigned to leadperson	14%

6. In shops with more than one salary lane, only those in the highest salary lane may hold “lead person” status. This provision will not apply in the case of multi-trade shops or zones.

E. Temporary Assignments Above Grade

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

F. Former Members of the Instructional Bargaining Unit

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

G. Opening New Schools

The following language applies only to aides and secretaries. When a new school is opened, the following procedures will be followed in staffing that building:

1. Initial Posting

The school(s) that will be losing staff to the new school will be identified. The staff of those schools will be the only staff allowed to apply for the initial posting. The initial posting will consist of a pool of positions which constitutes no less than 20% of the total number of expected positions in the new school. Applicants for the positions listed in the initial posting will be filled in accordance with those procedures outlined in Section A (2) (b), above.

2. County-Wide Posting

The position vacancies remaining after the initial posting will be posted countywide and filled in the following manner:

a. Shared Decision Making

Should the employees selected following those procedures outlined in Section 1 above elect to become a shared decision making work site, the remaining positions at the new school will be posted and filled in accordance with those procedures outlined in Section A, 2a, above.

b. Non-Shared Decision Making

Should the selected employees elect not to become a shared decision-making work site, the remaining positions will be chosen as outlined in Section A, 2b, above.

3. Surplus Staff

Any surplus staff remaining at the school(s) losing staff to the new school will be identified and placed in accord with those procedures outlined in Article XV of this Agreement.

H. Transfers of Necessity

The parties agree that circumstances may exist in the resolution of a problem where a staff member is to be placed into a vacant position at any time either on a temporary or permanent basis, through mutual agreement of the parties. In such case, the procedures in Sections A and B herein will not apply.

ARTICLE XIV - REDUCTION IN FORCE

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

A. Definitions

1. Basic Qualifications:

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

2. Reduction in Force (RIF):

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

3. Department:

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

4. Salary Equalization:

For purposes of comparing different salary lanes, comparisons will be made based upon the top hourly wage of each lane. When an employee is moved from one salary lane to another due to being displaced, s/he will be moved in such a fashion to minimize any salary injury incurred by such a move, but in no event more than the highest paid classified employee currently paid in that salary lane. This will take precedence over any salary implementation language found elsewhere in the agreement.

5. Seniority:

Seniority will be defined as time since effective date of hire in the classified bargaining unit, with the exception that an employee on a leave of absence who does not work more than one day more than one half of a school year will not be granted seniority for the year in question. Seniority will encompass all cost centers in system-wide fashion but will only include time in which the employee was a member of the Classified Bargaining Unit. A classified employee who transferred to the instructional bargaining unit and then returned to the classified bargaining unit will retain all prior classified bargaining unit time(s) for seniority purposes, provided that no break in service to the school district occurred.

6. Date of Hire:

The effective most recent starting date as designated by School Board action in appointing a given employee will be considered to be his/her official date of hire. In cases of ties with regard to Board appointment (identical hire dates), the following processes will be used during staffing:

- a. If the identical hire dates are prior to January 1, 2009, the tie-breaker will be the application dates. If the application dates are identical, the tie-breaker will be the time stamp on the applications. If the time stamps are identical, a coin toss will be used to break the tie.
- b. If the identical hire dates occur on or after January 1, 2009, the tie-breaker will be the recommend date. If the recommend dates are identical, the tie-breaker will be the original application date. If the original application dates are identical, a coin toss will be used to break the tie.

B. Procedures

1. Preferences - Each employee will complete a preference form, which may be updated during the five working day posting of the surplus personnel vacancy list. The form will include a listing of the employee's work site preferences and whether or not s/he would desire a voluntary transfer to a particular work site(s).
2. Surplussing
 - a. Each cost center will compile a list of all positions to be eliminated for the following school year. At that time the cost center head will also identify the least senior employee at that cost center currently working within the job classification in which the position(s) is/are being eliminated. Prior to identifying the employees to be surplussed, volunteers will be sought via e-mail from the staff. Voluntary surplussed employees must replace employees who would have otherwise been surplussed and may not increase the pool of employees surplussed from that work site. Should there be multiple voluntary surplus requests, the most senior employee will be selected first and so down the volunteer seniority list. Pursuant to the procedures outlined in subparagraph (b) below, the cost center head, prior to May 20 of any given school year, will transmit to the Human Resources Office a listing of all positions eliminated, employees surplussed, and vacancies anticipated.
 - b. The employee(s) to be surplussed at each cost center will be the least senior at that cost center currently working within the job classification of the position(s) to be eliminated; provided, however, that an employee who has had his/her position eliminated may elect to remain at that cost center should s/he possess more seniority than another employee at that cost center holding a position for which the employee is qualified in his/her present job classification. In such a case, the employee possessing the least seniority at that cost center will be surplussed.
 - c. Part-time employees will be placed into part time vacancies to the greatest extent possible. Full-time employees may elect to displace a less senior part-time employee within his or her job classification in order to stay within the cost center. An employee availing him or herself of this voluntary move will retain a right to recall to a full-time position.
 - d. All attempts will be made to match employees with vacant positions on their former shift or length of contract year.
 - e. An employee whose position has been eliminated must be given the opportunity to elect to remain at his/her cost center in another vacant position in his/her former or a lower salary lane for which s/he is qualified, and must exercise his/her election, prior to surplus lists being transmitted from the cost center to the Human Resources Office (with the appropriate salary adjustment). An employee availing him or herself of this voluntary move in order to avoid the surplussing of him or herself or another employee will retain a right to recall.
 - f. Upon receipt of surplus lists from all cost centers, the Human Resources Office will compile a listing, in seniority order, of all employees who have been surplussed. That listing, as well as a listing of all vacancies countywide (excluding Board approved charter schools), will be posted for a period of five working days. Employees may update their preference lists through the conclusion of this five-day period.

3. Placement

- a. All employees will be placed into vacant assignments on a seniority basis based upon their expressed preferences (excluding Board approved charter schools). The most senior surplus employee will be considered first and placement will continue on a seniority basis. Each employee must be qualified for the assignment selected. During the placement process, if no vacancy remains for which an employee is qualified, the employee will be placed into the highest compensated vacant position, below their current pay lane, for which he or she is qualified within his or her requested region and in keeping with their expressed preference. Any employee who is moved to a lower pay lane due to implementation of this procedure will have his or her pay held harmless (i.e., unaffected) and will retain a right to recall to their former pay lane and position as described elsewhere in this Agreement. Should no position be available for the surplus employee on his or her pay lane or on a lower pay lane, a reduction in force situation will be said to exist. At that point, the least senior employee in the district holding a position for which the original surplus employee is qualified will be identified and that employee will be placed on the temporary unassigned list. Should an involuntarily transferred employee fail to exercise their right to recall to a position in his or her former pay lane for which they are qualified that is located in their former geographic location (i.e., North or South County), their salary will be reduced to that of the highest paid of any employee of the pay lane to which they were involuntarily transferred. It will be management's responsibility to advise the employee of such vacancy. For purposes of this particular Article, Facilities Services (i.e., maintenance and custodial divisions) will be considered one department. Laid off employees will have recall rights within the parameters set forth elsewhere in this Agreement.
- b. During the placement process, should an employee not be reassigned due to his/her failing to be assigned to one of the work sites stated on his/her preference form or because a Preference Form was not filed, management will attempt to contact said employee to explain to him/her those positions remaining available at that time. Should management not be able to contact said employee, the employee will be reassigned to a cost center and position most closely resembling that which they were last assigned or those expressed on their preference form. Should said employee upon his/her return not agree with the placement, s/he will be allowed to exercise his/her seniority for any remaining unfilled positions for which s/he is qualified.
- c. During the placement process, full-time employees will be placed into full-time positions and part-time employees will be placed into part-time positions to the greatest extent possible. In the event that a full-time position is not available for a full-time employee, the least senior full-time employee will be placed in a part-time employee position. In the event that a part-time position is not available for a part-time position employee it will be the most senior surplus part-time employee within that job classification who will be offered the full-time position first and so on until all the part-time employees are placed.
- d. During certain school years, a beginning of the school year staffing process may be required following an initial student count. Positions filled during this process which were never posted county-wide for right-to-recall, will be posted during the school year for right-to-recall for the following school year.

C. Return to Former Placement

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

D. Notification

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

E. Job Placement Assistance

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

F. Administrators Returning to Bargaining Unit

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

ARTICLE XV - RECALL

A. Laid off employees shall be recalled to their job classification on a seniority basis.

B. Laid off employees will be given right of first refusal for any position in their own or a lower salary lane for which they meet the minimum job qualifications. Failure to accept a lower salaried position does not constitute failure to accept an offer of recall as defined below.

C. All persons interested must request the vacancy in question within the district's vacancy posting system. Failure to accept an offer of recall to the salary lane, which the employee was laid off, will result in termination of employment with the Board. Employees will be recalled or placed into vacant positions in the following order:

1. Employees returning to their former salary lane following being surplussed to a lower salary lane. (Employees retain this right for a period of five years following their surplus.) Any employee who was placed on a different salary lane due to the implementation of those procedures outlined in Article XV, Section A 4 of this Agreement will be returned to his/her former salary lane and will receive a salary as if the employee had been continuously employed in his/her former salary lane.
2. Employees returning to full time status following an involuntary reduction in the number of hours worked daily.
3. Employees returning to a North or South county location following an involuntary move to the other location due to lack of available positions.
4. Laid off employees returning to duty.
5. Employees returning to their former work site following being surplussed. (Employees retain this right for a period of five years following their involuntary transfer.)
6. Employees returning to duty from a leave of absence.
7. Voluntary transfer of employees.

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

D. Laid off employees interested in returning to duty must submit interest in obtaining a right-to-recall to a vacant position in the district's vacancy posting system.

A laid off employee will continue to accrue seniority while in official laid off status.

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

ARTICLE XVI - PAID LEAVES

A. Categories of Paid Leaves

1. Sick Leave

a. Sickesses or Death

- (1) Each full-time employee is entitled to four days of sick leave as of the end of the first month of employment of each current year and thereafter is credited with one additional day of sick leave at the end of each month of employment. However, no employee may earn, during a fiscal year, more than a total of one day of sick leave for each month of employment. The unused portion of sick leave shall accumulate from year to year to the limit permitted by statute. "Sick Leave" shall be defined as personal illness or disability of the employee, or illness or death of a member of his/her immediate family. "Immediate Family" shall be defined as a spouse, parent, child, brother, sister, grandparent, parent-in-law, sister-in-law, brother-in-law, other close relative, or member of his/her own household.
- (2) An employee may authorize the transfer of some or all of his or her accumulated sick leave to his or her immediate family (as defined in subsection (1) above) who is also an employee of the School Board of Sarasota County. This transfer of sick leave is voluntary on the part of the donating employee. Sick leave may only be transferred to those family members specified above and may not be transferred between non-related employees. Sick leave may only be transferred when the receiving employee has fully exhausted his or her existing sick leave accrual (excluding sick leave bank days) and must be utilized at the time of transfer. Sick leave may only be transferred while the family member is on approved sick leave status. This transfer may occur across bargaining units.
- (3) A sick leave bank is set forth in Appendix E which is attached hereto and made a part hereof.
- (4) Other than described in Section (2) above, sick leave credit may not be transferred or loaned to another employee.

2. Personal Days

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

3. Days Immediately Preceding or Following a School Holiday

An employee requesting a personal day for a work day immediately preceding or following the days listed below must receive prior approval at least one week in advance from the cost center head. The cost center head may deny a personal day request during this time period due to a lack of availability of substitutes. The cost center head will make all reasonable efforts to ensure the approval of such requests are fairly distributed among the employee requests. Any employee requesting a sick day for a period of time continuous with one

of the aforementioned days may be asked to provide medical documentation for the day in question. Failure to provide such documentation will lead to a forfeiture of the employee's pay for the day in question (i.e., unpaid leave). In the case of "the last day of student attendance," the above language applies to the day before and the actual last day of student attendance.

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

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

Each employee shall be entitled to illness-in-the-line-of-duty leave not to exceed 10 school days during any school year for illness contracted, or injury incurred with net pay when absent because of a personal injury (including assault) received in the discharge of duty or because of illness from any contagious or infectious childhood diseases, other than common cold or flu. The above circumstances are subject to Administrative review and consultation with the local board of health if deemed appropriate.

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

1. Leave due to the aforementioned illnesses or injuries shall be authorized for the length of time which is generally accepted by the medical profession as necessary for recovery or for the specified time allotted for recovery by the individual employee's physician, whichever is shorter.
2. The Board's liability pursuant to this Article shall end if the employee becomes eligible for state and/or social security disability benefits.
3. The employee may use his/her own accumulated sick days upon expiration of illness-in-the-line-of-duty leave.
4. The employee shall be provided, upon request, unpaid personal leave for medical reasons upon expiration of the illness in-the-line-of-duty leave and accumulated sick leave.

C. Leave for Union Officers

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

D. Temporary Duty Days

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

E. Civic Duties

Any employee may be granted, upon written request and with the Superintendent's approval, up to three days leave with pay to perform civic duties at the local, state, or national level. In the event that the employee is compensated for his or her civic service, any compensation earned from the civic service must be returned to the School Board.

F. Leave for Legal Commitments and Transactions

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

2. An employee may serve on temporary assignment on jury duty without loss of pay if s/he so desires.
3. An employee released from his/her subpoena or jury duty with sufficient time remaining to return to his/her cost center to complete at least one-half day of his/her duty day shall return to his/her cost center unless released by the cost center head.

G. Vacation

1. Work Year

12-month employees will work a 240-day work year including 234 work days and 6 paid holidays. All 12-month employees will work the work days specified in the approved district calendar. The School Board will jointly form a committee with the SC/TA to recommend which 12 days will be deducted from the school calendar to reach the 240-work day requirement. That committee will be reflective of the number of employees in each affected division.

2. Vacation Days

As of July 1, 2015, all 12-month employees will earn vacation days each year as indicated below:

First 60 months of employment – 6 days

61-120 months of employment – 9 days

121+ months of employment – 12 days

a. Accrual

Vacation days can be accrued up to 60 for terminal pay purposes. Sixty days of vacation accrual can be rolled forward to the succeeding school year. Vacation days accrued beyond 60 days at June 30 will be forfeited on December 31st of any given school year if not utilized. Employees will have until December 31 to use any days above 60 that were accrued by June 30.

b. Payout

Upon final separation from the school district, each employee will receive a payout of all earned and unused vacation days. Such payout will be based upon the employee's then current daily rate of pay.

3. Compensated Leave Days

a. Accrual

Except as provided below, compensated leave days are all days accrued prior to July 1, 2015 and will be treated in a manner consistent with those contract provisions in effect at the time in which they are earned. Beginning on July 1, 2015, employees will no longer accrue compensated leave but will instead earn vacation days as described herein. An employee has a one-time option to transfer some or all of his/her compensated leave days into vacation accrual to reach the maximum 60-day terminal vacation leave payout.

b. Payout

Compensated leave days accrued prior to July 1, 2015, may be paid out at the discretion of the employee to a maximum of 12 days per school year at the normal rate of pay as defined in Article II of the Agreement. Requests for payment of compensated leave days are due into the Payroll office no later than the last work day in October and will be included in the employee's first paycheck in December. All accrued compensated leave will be paid out at the time of the employee's separation from the school district. Such payout will be based on the employee's then current normal rate of pay.

4. Scheduling of Vacation/Compensated Leave

An employee's use of vacation or compensated leave must be scheduled with the employee's immediate supervising administrator. Any such leave will first be charged to vacation leave and then to compensated leave days, unless the employee affirmatively directs otherwise, in writing. For leave of five or more day's duration, more than one-week notice must be provided. In the case of leaves of less than five days duration, other than in exceptional circumstances, employees must give at least 48 hours notice prior to the commencement of the desired leave. Pre-approval of such leave is required in all circumstances. Denial of such a request will only be for good cause. Deviations from these timelines may be granted at the discretion of the cost center head. In cases involving "use or lose" vacation days, all reasonable efforts will be made to accommodate the employee's request for such leave.

H. Holidays

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

I. Teacher Internship Program

The following information shall serve as the criteria for granting a leave of absence, with pay for district employees required to perform a full-time internship (student teaching) in fulfillment of a degree in the field of teaching:

1. The candidate:
 - a. Must have been employed by the school district for a minimum of one school year in a full-time Board-appointed capacity prior to the commencement of leave.
 - b. Must not have received an "Unsatisfactory" rating on his or her most recent Performance Evaluation.
 - c. Must submit a letter requesting a leave of absence to the Director of Human Resources twenty (20) workdays prior to the leave (the leave may not exceed one semester).
 - d. The employee may be placed into a particular classroom setting at the Board's discretion and will be paid for the duration of the internship on the SSP-7 salary lane in a manner that will not cause a decrease in that hourly rate of pay.
 - e. Must be willing to teach in the Sarasota County School District for a minimum of one-year contingent upon receiving an offer of employment as a teacher. However, the granting of leave to perform student teaching does not guarantee an employee a position as a teacher in Sarasota County.
3. Leaves will be granted on a first-come/first-serve basis and will be contingent upon the district's ability to fund the leave.
4. The employee on leave will be entitled to return to his/her position upon the completion of student teaching leave at his/her previous hourly rate of pay.

J. Procedures

1. Requests

All requests for a leave of absence for union officers or for sabbatical leave or for a return to duty following one of these leaves of absence will be submitted to the Department of Human Resources. Requests for sick leave, illness-in-the-line-of duty, temporary duty days, civic duties, legal transactions, and vacation will be

submitted to the cost center head. Under normal circumstances the deadline for applying for an extended (i.e., a leave that will extend into the next school year) paid leave of absence shall be March 1 of each year. Employees on extended paid leave shall notify the Department of Human Resources on or before March 1st of their intent for the coming year.

2. Experience Credit

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

3. Insurance Continuation

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

4. Retirement Credit

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

5. Return to Duty

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

6. Transferring in of Sick Leave

The transferring in of sick leave is not allowed.

7. Sick Leave Payoff Cap

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

8. Verification of Reasons for Leave

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

ARTICLE XVII - UNPAID LEAVES OF ABSENCE

Categories of Unpaid Leaves

A. Study/Professional Improvement Leave

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

Such leave may be authorized for:

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

B. Medical Leave

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

Upon return from leave as described in paragraph A and B, Article XVII, Paragraph B, the building principal or cost center head shall provide the employee with necessary forms for verification of the reasons for absence. Such completed forms shall be submitted to the building principal or cost center head within five work days following the employee's return from leave. In the case of unpaid medical leave, such documentation must include a note from the treating physician as to the need to miss work (in compliance with HIPAA regulations) and the duration of such need.

C. Worker's Compensation

An employee receiving worker's compensation payments will be deemed to be on an unpaid worker's compensation leave during that time period. Employees on an approved worker's compensation leave will be afforded all those rights specified in Section 440, Florida Statutes, as well as those supplemental benefits outlined in Sections 1012.63 and 1012.69, Florida Statutes. Employees may supplement their worker's compensation benefits by utilizing their accrued sick leave. During the period they are supplementing their workers compensation benefits with accrued sick leave they will be considered on paid leave status. Employers on worker's compensation leave will continue to receive the medical benefits afforded active employees for a period of up to 90 calendar days from the time of commencing said leave. Employers will be afforded any remaining portion of the 10 days paid leave, in the form of illness-in-the-line-of-duty time to attend any medically necessary treatment or therapy associated with follow-up care for the illness received in-the-line-of-duty.

D. Political Leave

A leave of absence (without pay) for up to one year may be granted by the Board to an employee, upon application to campaign for or to serve in public office. If elected to serve in a public office, leave shall extend through the first term of office.

E. Family and Medical Leave Act (FMLA) Leave

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

F. Maternity Leave

1. A maternity leave without pay shall upon written request be granted to an employee any time between the commencement and termination of her pregnancy. The commencement of such leave shall be at the discretion of the employee and her physician. Except in case of emergency, the employee shall give written notice to

the Superintendent at least 30 calendar days prior to the date on which her leave is to begin. The request for leave shall include a physician's statement certifying the pregnancy, the anticipated date of birth, and the length of time the employee should be able to work. All or any portion of a leave taken by an employee because of a medical disability connected with pregnancy may, at the employee's option, be charged to her available sick leave.

2. The employee shall, in her written request for leave, notify the Superintendent that she will return to work either
 - a. as soon after the birth of her child as her physician certifies in writing that she is able to return, at which time the employee shall be returned to her former position, or
 - b. on the first day of the next school year following the termination of pregnancy, at which time the employee shall be returned to her former position.

G. Child Care Leave

A childcare leave without pay for caring for a child less than six years of age, not to exceed one year, shall be granted an employee upon written request to the Superintendent. An employee may request in writing an additional year of childcare leave. Such request shall be submitted by March 1st of each year. Childcare leave may be extended on a yearly basis for a maximum of five school years.

H. Personal Leave

An employee will be granted a personal leave of absence for any reason, for a period of one school year or in the case of an emergency, for the remainder of a given school year. Notwithstanding any other provision of this Article, other than in case of emergency, all requests for personal leave must be made on or before April 15th of the preceding school year. An employee will be granted only one personal leave of absence in any three-year period. During the time the employee is on an unpaid personal leave of absence the employee may not enter similar or related employment during his/her leave without express written permission of the Board. Violation of the provision pertaining to seeking unrelated employment will constitute grounds for termination of employment.

I. Military Leave

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

J. Procedures

1. Requests

All requests for a leave of absence or for a return to duty following a leave of absence will be submitted to the Department of Human Resources. Under normal circumstances the deadline for applying for an unpaid leave of absence shall be April 15th of each year. Employees on extended unpaid leave shall notify the Department of Human Resources on or before March 1st of their intent for the coming year. Other than in case of emergency, once an employee indicates his or her intent to return for the coming school year he/she will not be granted further extended unpaid leave pursuant to paragraphs A, D, G, or H above for that school year.

2. Duration of Leave

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

3. Experience Credit

With the exception of employees on Board-approved Union leave, no experience credit for salary or seniority purposes will be granted for any year in which an employee does not work for one day more than one-half of the regular contract year. An employee may be granted one year's experience credit for service of one day more than one-half of the regular contract year when on an approved study/professional, worker's compensation, military, or political leave of absence.

4. Insurance Continuation

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

5. Retirement Credit

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

6. Return to Duty

a. Normal Return to Duty During a School Year

(1) Leaves of 12 Weeks or Less Duration

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

(2) Leaves Exceeding 12 Weeks

An employee returning to duty from an approved leave of absence of greater than 12 weeks duration (regardless of whether or not his/her return is premature) will be placed in a manner described in Number 3, below.

b. Normal Return to Duty at the End of School Year

Upon return from an approved leave, the employee shall be returned to his/her former position, if available, or to a substantially similar position at his/her former work site, for which the employee is fully qualified. In cases in which a staffing surplus is said to exist, such placement must be in accord with those procedures outlined in Articles XV and XVI, where applicable.

c. Premature Return to Duty

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

(2) Transfers appropriate to the circumstances will be granted prior to allowing an employee to return prematurely from an unpaid leave into a given position. Each position vacancy will pass through one complete posting cycle before being offered to an employee seeking premature return from an unpaid leave of absence.

- (3) An employee returning to duty prematurely from an unpaid leave of absence will not be placed onto a salary lane higher than the one he/she formerly held.
- (4) An employee may return to duty prematurely to a vacant position on a lower salary lane but failure to accept such a move by the employee, does not constitute a waiver of his or her rights to accept another position on the appropriate salary lane.
- (5) An employee currently on a NEAT/performance assistance process will not be eligible for premature return to duty. Unless agreed to by the parties, employees on a NEAT process or performance assistance will be returned to their former work site at the conclusion of their approved leave of absence.
- (6) At the end of the school year in which the employee requested premature return to duty, that employee will be returned to his/her former work site for the following school year. Should no vacancy exist for which the employee is qualified, a surplus situation will be said to exist at that work site which will be handled in a manner specified elsewhere in this Agreement.

d. Return From FMLA Leave

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

ARTICLE XVIII - PERSONNEL RECORD

A. Maintenance

1. There shall be only two personnel files as defined in Florida Statutes, Chapter 231.291. One shall be maintained at the Office of Human Resources of the Sarasota County School Board and the other at the office of the employee's work site. No other file or memo shall be maintained on any employee unless otherwise mandated by Statute. No copies of the official personnel file shall be made except that which is photocopied by request of the employee or required by Florida Statute.
2. An employee may request through his/her immediate supervisor access to his/her site file. Requests to review the personnel file shall be made to the Human Resources Office in person. Where time parameters or lengthy distances to the Human Resources Office are a concern, cost center heads will assist employees where possible.
3. Except for material pertaining directly to the work performance or such other matters that may be cause for discipline under Florida Statute, no material derogatory to an employee's conduct, service, character, or personality shall be placed in any official personnel file of such employee. Material relating to work performance, discipline, suspension, or dismissal must be reduced to writing within 45 days, and may be maintained only if it is signed by a person competent to know the facts or make the judgment, and only if the employee has been given the opportunity to read the material following its receipt or formulation. The employee shall be sent a copy of such material by certified mail to his/her address of record or shall be given an actual copy of the material to be filed. If the employee receives said copy, s/he may indicate that such material has been read by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that the material to be filed has been read and does not necessarily indicate agreement with its content. However, an incident, which has not been reduced to writing within 45 days of its occurrence, may not be added to the file. No matters pertaining to a grievance shall be included in the file unless so requested by the employee.

4. The employee shall have the right to answer in writing any material now on file as well as any material filed hereafter, and the answer shall be attached to the file copy. No anonymous letter or materials shall be placed in the employee file nor used in any proceeding or given any credibility anywhere by the Employer.
5. Upon request, the employee, a Union representative, or any other person designated in writing by the employee shall be permitted to examine the file. It shall be indicated in writing that said file has been examined. The Board reserves the right to assess a cost per copy, no greater than five cents per page.
6. The personnel file of each employee shall be open to inspection only by those persons specified by Florida Statutes, Chapter 1012.31. If an employee's file is inspected by a member of the administrative staff of the Sarasota County Public School System, it shall be recorded in a central register maintained in the Office of Human Resources.
7. The official personnel record for Sarasota County Public School employees shall be housed in the Office of Human Resources of the Sarasota County Public Schools and maintained in a manner consistent with the State Public Documents Statutes.
8. Notification

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

B. Complaints

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

ARTICLE XIX - GRIEVANCE AND ARBITRATION

A. Definitions

1. The "grievant" is an employee, a group of employees, or the Union filing a grievance.
2. The Union retains the right to file a grievance on any misapplication of this agreement or practices and policies affecting the terms or conditions of employment.
3. A "grievance" is an allegation by the grievant that s/he has been treated in an unfair and/or inequitable manner or the grievant or Union has been affected by an action or proposed Board action item, that if implemented, would constitute a misinterpretation or misapplication of the specific written terms of this agreement, or on the regulations and rules of the School Board, DOE, or State Statute. Any grievance of a proposed Board action would not inhibit the Board from taking the proposed action while the matter is pending resolution. A grievance may be processed through Section B of this Article.

B. Procedures

1. Informal

This level of the grievance process is to be used to settle grievances and disputes at the local level. It is the intention of the parties that to the greatest extent possible, only local building staff will be used to process Informal level grievances. No later than 20 working days after the grievance first occurred or knowledge

should have been reasonably had thereof by the grievant, the grievant, and/or the grievant and his/her cost center Union representative shall request a meeting to verbally discuss a potential grievance with the cost center head, or his/her designee, allegedly causing the potential grievance. The cost center head, or his/her designee will respond no later than ten working days after the informal meeting has been held. If the grievant is not satisfied with the disposition of the potential grievance, the potential grievance may be taken to Step One of the Formal Procedure.

2. Formal Step One

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

3. Formal Step Two

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

4. Step Three (optional)

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

5. Step Four

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

C. Rules

1. A party to a grievance proceeding shall have the right to representation of his/her choice at any step of the informal and formal proceedings. The grievant shall not be required to discuss any grievance if the grievant's representative is not present. An employee may avail him/herself of the grievance procedure in person or by counsel and have such grievance adjusted without intervention of the Union provided that:
 - a. the adjustment is not inconsistent with the terms of this Agreement, and
 - b. the Union has been given reasonable opportunity to be present at any meeting called for in the resolution of such grievance.
2. At any step of the grievance procedure, the time limits may be extended by mutual agreement of the parties to the grievance. Absences from duty, not to exceed ten working days, for legally prescribed reasons, shall automatically extend the time limits equal to the number of days of such absence.
3. Except in cases that constitute dangerous and hazardous conditions, directives from administrators shall be complied with pending resolution of any dispute.

4. If a dispute exists concerning the arbitrability of an issue referred to arbitration, the issue of arbitrability shall be the first issue before the arbitrator and no other matter will be considered by the arbitrator until s/he has issued his/her findings on the question of arbitrability.
5. The arbitrator shall have no power to add to, subtract from, modify, or alter the terms of this Agreement, nor shall the arbitrator have the power to arbitrate any matter excluded from arbitration expressly or by implication. The arbitrator is not to proceed in contravention of the limitations upon his/her powers as expressed in Section C-4 hereof.
6. Neither the Board nor the Union will be permitted to assert before the arbitrator any ground or evidence which has not previously been disclosed to the other party except where a party was unable to produce said grounds or evidence prior to Step Four. Such grounds and evidence shall be disclosed to the other party between Step Three and the arbitration hearing. The admissibility of such evidence shall be decided by the arbitrator prior to proceeding with the grievance hearing.
7. Any discussions or proposals which occurred either between the parties or one or both of the parties and the mediator at Step Three (if elected) are not to be considered relevant or to be heard by the arbitrator should the grievance proceed to Step Four.
8. Any relief granted prior to Step Two requiring the expenditure of Board funds which is not in accordance with Florida Statutes, DOE regulations, or Board Rules shall be void at that level but may be carried to Step Three or Step Four, if appropriate. Any relief granted prior to Step Two shall not be deemed to establish past practice, custom, precedent, or usage as to any other circumstances or occurrences without the express approval of the Superintendent.
9. The parties shall share the costs of transcripts if so desired by the parties.
10. The Informal Step and Steps One of the grievance procedure may be bypassed by mutual agreement of the grievant and the Superintendent. The grievance shall then be brought directly to Step Two.
11. The parties will cooperate in the investigation of any grievance and will, except as limited in Article XIX-A (Personnel Records), furnish each other such requested information for the processing of any grievance provided the information is not legally restricted or work product related to the grievance or contract negotiations as contained in Article IV-A (Union Rights, Privileges and Obligations, Employer Information).
12. No reprisals or recriminations of any kind shall be taken by the Board, Administration or Union against any employee because of his/her participation or non-participation in the procedures set forth in this Article.
13. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the American Arbitration Association (AAA) will be divided equally between the parties. When an individual who is not being represented by the Union in the arbitration is the party in the grievance, the individual will bear the responsibility of half of the costs.
14. Election of Forum (Non-duplication of Remedies): The commencing of legal proceedings against the Board in a court of law or equity or before the Public Employee Relations Commission or any other administrative agency by an employee, employees, or the Union for an alleged violation or violations of the expressed terms of this Agreement shall be deemed a waiver by said employee, employees, or the Union of its/their right to resort to the grievance and arbitration procedure contained in this Agreement for resolution of the alleged violation or violations of the express terms of this Agreement. Conversely, if an employee files a grievance challenging the proposed termination of his/her employment, and requests arbitration following a step two determination, this shall waive the employee's right to contest the proposed termination before the Division of Administrative Hearing (DOAH) of the School Board.
15. Grievances and answers thereto submitted pursuant to this grievance procedure shall not be placed in an employee's permanent personnel files.

16. Grievances that are resolved by remedies not outlined on the grievance form must be put in the form of a Memorandum of Understanding and must be signed by the grievant or his/her representative and the Superintendent or his/her designee.
17. Should management fail to respond to a grievance at any step in the process in a timely fashion, the grievance will be considered to be automatically advanced to the next step of the grievance and arbitration process as described herein. Should the Union or grievant fail to advance a grievance in a timely fashion, the grievance will be denied. (Such denial will not establish past practice on the matter at hand.)
18. The Union will be considered to be a party with standing in any grievance upon its request.

ARTICLE XX - DISCIPLINARY ACTIONS

- A. Scope of Article
 1. This article covers actions involving oral or written warnings, written reprimands, suspensions, demotions, dismissals, or reductions in grade or pay with prejudice.
 2. Disciplinary action may not be taken against an employee except for just cause, and this must be substantiated by sufficient evidence which supports the recommended disciplinary action.
 3. All facts pertaining to a disciplinary action shall be developed as promptly as possible. Actions under this Article shall be promptly initiated after all the facts have been made known to the official responsible for taking the actions.
- B. Disciplinary action shall be governed by applicable statutes.
- C. An employee against whom disciplinary action is to be taken may appeal through the grievance procedure that proposal.
- D. An employee against whom action is to be taken under this Article shall have the right to review all of the information relied upon to support the proposed action and shall be given a copy upon request.
- E. The Union shall be provided with a copy of all correspondence that is related to the action of the employee the Union is representing.
- F. The employee and his/her representative shall be afforded a reasonable amount of time to prepare and present appropriate responses to the proposed actions under this article, through Step One of the Grievance Process. This amount of time is to be mutually agreed upon by the parties.
- G. Administrative involuntary reassignments to other schools, retraining, recertification, and remedial training shall not be considered disciplinary actions and shall not be used as a substitute thereof.
- H. Previous charges or actions that have been brought forth by the administration may be cited against the employee if these previous acts are reasonably related to the existing charge. All previous charges or actions must have been shared with the employee.
- I. Progressive Discipline
 1. The discipline, dismissal, demotion, and suspension of any employee shall be for just cause.
 2. Where just cause warrants such action(s), an employee may be demoted, suspended, or dismissed upon recommendation of the immediate supervisor to the Superintendent of Schools. Except in cases that constitute a real immediate danger to the district or other flagrant violation, progressive discipline shall be administered as follows:
 - a. Verbal reprimand (written notation placed in site file).

- b. Written reprimand filed in personnel and site files.
 - c. Suspension with or without pay.
 - d. Dismissal.
- J. Notations for the record of verbal or oral reprimands at the cost center level may be removed and/or destroyed after a period of two years.
- K. Letters of reprimand may be removed from an employee's official personnel file after a period of two years.
- L. During the pendency of an investigation into an allegation of wrong-doing on the part of an employee, the employee may be temporarily reassigned only if the charges, if proven to be true, could lead to the employee's termination or suspension or if the employee's conduct poses a threat to any individual's safety.
- M. An employee who fails to return to duty for each of the first three work days of a new school year and who fails to notify his/her cost center head of his/her intentions will be considered to have abandoned his/her job and may be terminated.

ARTICLE XXI - TERMINAL PAY FOR ACCUMULATED SICK LEAVE

- A. The Board will provide terminal pay to an employee at early or normal retirement or to his/her beneficiary if service is terminated by death. Such terminal pay shall be an amount determined by the daily rate of pay of the employee at retirement or death multiplied by those percentages as outlined in Florida Statutes and 100% of the employee's accumulated leave days as specified elsewhere in this Agreement, unless changed by future negotiations or law. The employee must leave the employment of the School Board directly into the Florida Retirement System in either early or normal retirement status.
- B. An employee who terminates for retirement purposes under the Florida Retirement System (FRS) shall be considered a retired employee if he or she meets the age and service requirements to qualify for normal or early retirement as set forth in Section 121.021 (29) of Florida Statutes.

ARTICLE XXII - LOCAL RELATIONSHIPS

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

ARTICLE XXIII - EMPLOYEE ASSISTANCE PROGRAM

- A. The School Board shall offer an Employee Assistance Program which shall guarantee the anonymity of the employee.
- B. This program shall include but not be limited to counseling for the following:
- 1. Drug Abuse
 - 2. Alcohol Abuse

3. Family Counseling
4. Financial Counseling
5. Psychological Difficulties
6. Smoking

ARTICLE XXIV - EFFECT OF AGREEMENT

- A. Any provision of this Agreement shall be determined a valid exception to and shall supersede any existing Sarasota School Board rules, regulations, orders, or practices which are contrary to or inconsistent with the terms of this Agreement.
- B. An individual contract, which is executed during the term of this Agreement between the Board and an employee, shall be made expressly subject to the terms of this Agreement. An individual contract which is executed during an interim period between this and subsequent agreements between the Board and an employee shall contain a clause providing that after execution of this Agreement, said individual contract shall be brought into conformity with the terms of that Agreement.
- C. The terms and conditions of this Agreement will remain in full force and effect until such time as a successor Agreement is ratified by the parties.
- D. The parties reserve the right to enter into Memoranda of Understanding for the purposes of clarifying and/or interpreting any contract language contained herein, to resolve grievances, or to establish any other term or condition of employment not expressly covered by this Agreement. Any Memorandum of Understanding entered into by the parties during the term of this Agreement clarifying and/or interpreting contract language or resolving a grievance will continue in full force and effect unless altered in a subsequent collective bargaining agreement, or unless a sunset date is agreed to as part of the original Memorandum of Understanding. Conversely, any Memorandum of Understanding establishing any term or condition of employment not covered by this Agreement will be considered null and void at the end of the contract unless expressly extended by the parties. Such Memoranda of Understanding for these purposes will not require ratification by the parties unless those terms are incorporated into a subsequent Agreement.

ARTICLE XXV - OCCUPATIONAL SAFETY AND HEALTH

- A. Within 30 days of Ratification of this Agreement, the parties agree to establish a joint committee at both the School Board level and site level.
- B. Recognizing that the work area should be a safe environment and free from hazardous materials, this committee shall be responsible to perform inspections as necessary, however, no less frequently than once a month. The school site shall identify to the joint School Board/Union level committee any potential or occurring health hazards and the corrective action desired. The School Board/Union Committee will investigate the matter, and if the Union finds a potential or occurring hazard, the Board will take immediate action to correct the hazard.
- C. The Committee shall consist of three Union members and two administrative members at each level (Elementary, Middle, High School) and the chair shall rotate monthly. The Committee shall meet once per month at a mutually agreeable time.

ARTICLE XXVI - BENEFITS

- A. Health Insurance

Health Insurance Committee

The parties agree to a Health Insurance Committee, involving four representatives appointed by the SC/TA, four designated by the Superintendent, and the Risk Management Supervisor who shall serve as chair. The Health Insurance Committee is being created for the purpose of continuing to explore ways of containing the cost of health insurance. The Health Insurance Committee shall have the authority to make recommendations to the negotiating team regarding health insurance issues and propose language. The Health Insurance Committee shall recommend changes to the health plan benefits offered to employees.

Group Health Insurance:

Plan Specifications

1. Preferred Provider Plan - The School Board will provide a Preferred Provider health insurance plan to each employee at no cost with the following minimum specifications:
 - a. Unlimited Lifetime Maximum
 - b. Deductible - Individual \$500
 - c. In-Network Coinsurance at no less than 90%
Out-of-Network Coinsurance at no less than 70%
 - d. In-Network coinsurance will apply to all expenses incurred (not just those determined to be usual and customary)
 - e. Out-of-Pocket Maximum - \$2,000 including deductible
 - f. Yearly Physical Examination (subject to \$250 yearly limit)
 - g. Primary Care Physician Co-pays - \$25; Specialist Co-Pay - \$50
 - h. Prescription Drug Schedule - \$20/\$40/\$60
 - i. Emergency Room Visit - \$150
2. HMO Plan - The School Board will provide an HMO health insurance plan as an option to employees who do not wish to participate in the PPO plan. The lifetime maximum coverage for the HMO plan will be unlimited. The HMO will be offered to all employees at no cost with the following minimum specifications:
 - a. Lifetime Maximum – Unlimited
 - b. Deductible - \$250
 - c. Primary Care/Specialist Office Visit - \$20/\$40
 - d. Inpatient Hospital - \$200/Admission
 - e. Emergency Room Visit - \$150
 - f. Out of Pocket Maximum – \$1,750 including deductible
 - g. Yearly Physical Examination (subject to \$20 co-payment)
 - h. Prescription Drug Schedule - \$20/\$40/\$60

3. The School Board will provide spouse, dependent, and family health insurance options for both the PPO plan and the HMO plan at the employee's expense. The Board will offer an alternate family health insurance option(s) at the employee's expense that will provide for lower benefits and premium levels. Should an employee elect this option for his or her family, he or she must elect this option for his or her coverage.
4. Employees who have elected to waive their right to medical insurance by signing a School Board affidavit of insurance coverage form prior to September 1, 2000, will be allowed to maintain that election. If such an election has been made, the School Board will contribute the sum of \$254.06 per month to the employee's existing 401(k) account until such time as the employee voluntarily rescinds the waiver of insurance or leaves the employ of the School Board. Once an employee's election to waive his/her right to medical insurance has been rescinded for any reason, that employee may not elect to waive medical insurance pursuant to this paragraph again in the future. All employees other than those who have elected to waive their right to medical insurance prior to September 1, 2000, will be enrolled in the School Board health insurance plan and not be allowed to elect a waiver of health insurance.
5. Employees who separate service from the District will receive benefits through the end of the month in which they last worked. If the school year ends before June 1st, employee benefits will continue through June 30th for employees last working in May.
6. This section is subject to yearly re-openers including the selection of providers.

B. Group Health/Pathways to Health

The School Board of Sarasota County (SBSC) recognizes the crucial role primary providers service in delivering and directing medical care. The SBSC will establish a voluntary program within the medical plan whereby members establish and maintain an ongoing relationship with a primary provider and obtain an annual well visit exam.

Beginning with the 2024 plan year:

- Employees who receive a well visit exam at least once every 24 months will be eligible to enroll in any of the four plan options for the effective date of coverage January 1, 2024. Each of these options will have \$0 employee contribution for the Employee Only tier coverage. If the employee enrolls in dependent coverage, the employee will receive the dependent subsidy, if applicable (Low PPO and Low HMO).
- Employees who do not receive a well visit exam at least once every 24 months will still be eligible to enroll in any of the four plan options; however, only the Low PPO will have a \$0 contribution for Employee Only tier coverage. The dependent tiers of the Low PPO and all tier levels of the High HMO, Low HMO and the High PPO will have a 10% surcharge. The 10% surcharge will be on the total cost of the yearly cost coverage.
- Employees will need to complete a well visit with their primary provider at least once every 24 months.
- New Hires will have the choice of any plan at \$0 cost for Employee Only tier coverage and no surcharge and will need to have their well visit exam completed within 18 months of hire and on record with the district's medical carrier.
- Employees who are newly added to the medical plan via a life event will have the choice of any plan at \$0 cost for Employee Only tier coverage with no surcharge and will have up to 18 months from the effective date of coverage to complete a well visit exam with the district's medical carrier.
- Well visit exams generally include an in-person or virtual visit with your provider to review the state of your health. Depending on age, gender, family history, and health status, it may or may not include laboratory or diagnostic screening tests.
- This program will only apply to employees, not spouses or dependents.

Initial Timeline for Implementation:

January 1, 2022 – June 1, 2023 – Monthly notices about the program distributed to employees

June 30, 2023 – Last day to complete annual well visit

October 2023 – Open Enrollment with available plan option(s) and pricing

January 1, 2024 – Selected plan goes into effect.

- C. Worker’s Compensation - The School Board will provide Worker’s Compensation insurance for all employees as outlined in state statutes.
- D. Cafeteria Plan - The School Board will provide to each employee at no cost the following benefits:
 - 1. Life Insurance - \$50,000 for each employee
 - 2. Disability Insurance - 60% of salary after a 90-day elimination period, maximum of \$4,000 per month
 - 3. Dental Plan
 - 4. Vision Plan
- E. Optional Cafeteria Plan - The School Board will provide the following cafeteria options which each employee may pay for if they choose any individual option:
 - 1. Dental Plan
 - 2. Vision Plan - dependents
 - 3. 401(k) Plan – employee only
 - 5. Medical Reimbursement Account - employee and dependents
- F. Reopeners

Either party may re-open negotiations if costs exceed present School Board contributions for benefits.
- G. If an employee elects to contribute for dependent medical care coverage, those deductions (including for the summer period) will be spread equally among all of his/her pay periods.
- H. The Employer shall provide an employee retirement plan or plans as established by Florida Statutes.
- I. Sick leave shall be cumulative and subject to Florida Statutes. An employee shall upon retirement be reimbursed for any unused sick leave as outlined in F.S. Section 121.021 (29).
- J. The School Board will provide a group Medicare/Medicaid Supplemental plan for all retirees. Participation in this plan will be voluntary on the retiree’s part. Retirees will pay all premium costs of the plan directly to the insurer.
- K. The School Board will provide the 401A plan described in Appendix M of this Agreement to enable employees to shelter accumulated sick and/or vacation days in a pre-tax fashion upon retirement. All retiring employees with at least \$2,500 value of accumulated sick and/or vacation time will participate in this plan.

ARTICLE XXVII - COST CENTER BASED MANAGEMENT/SHARED DECISION MAKING

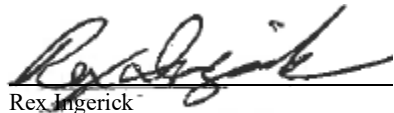
All cost centers will use the Shared Decision-Making Team (SDMT) model. Each cost center will determine the organization of its decision-making structure and plan. The initial plan will be written by members of the cost center including both bargaining unit members and administrators. The plan will then be voted on by the cost center members.

- A. Shared Decision-Making Teams (SDMT) will use Robert’s Rules of Order.
- B. All cost center plans will be reviewed yearly.
- C. The make-up of the SDMT will reflect the staffing ratio.
- D. Each team shall appoint a chair and a secretary to take minutes. Minutes will be maintained.
- E. All teams will use a consensus approach to decision-making with a “fall back” vote being used when a team cannot reach consensus.
- F. When possible, an SDMT will include an SC/TA representative.
- G. Waivers of contract language must be approved by three quarters of the affected staff in a cost center. The vote shall be secret ballot and approved by the SDMT. Waivers will not be precedent setting on the parties and may not be used by either party as an example of establishing a past labor practice. In addition, waivers will be binding only at the worksite or cost center for which they are approved.

ARTICLE XXVIII - DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2024 and shall continue in effect until June 30, 2027. This Agreement may be extended only in writing.
- B. This Agreement may not be assigned by either party.
- C. This Agreement is subject to salary and benefit re-openers for the 2026-27 school year.
- D. Contract language can only be reopened for negotiation if mutually agreed to by the parties.

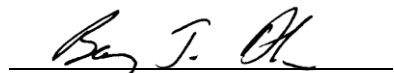
IN CONSIDERATION OF THE MUTUAL COVENANTS, THIS AGREEMENT IS MADE AND ENTERED INTO THIS SIXTH DAY OF NOVEMBER 2024, BY AND BETWEEN THE SARASOTA CLASSIFIED/TEACHERS ASSOCIATION AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA.



Rex Ingerick
President, Sarasota Classified/
Teachers Association, Inc.



Timothy Enos
Chairperson of the School Board
of Sarasota County, Florida



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



Terry Connor
Superintendent of Schools

ARTICLE XXIX - SUPPORT OF STUDENT DISCIPLINE

- A. General Responsibility

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

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

1. Follow the established classroom rules of conduct.
2. Follow and implement consequences designed to change behavior, for infractions of classroom rules.
3. Have violent, abusive, uncontrollable, or disruptive students temporarily removed from the classroom for behavior management intervention.
4. Assist in enforcing school rules on school property, on school-sponsored transportation, and during school-sponsored activities.
5. Request and receive information as to the disposition of any referral to the administration for violation of classroom or school rules.
6. Request and receive immediate assistance in classroom management if a student becomes uncontrollable or in case of emergency.
7. Request and receive training and other assistance to improve skills in classroom management, violence prevention, conflict resolution, and related areas.
8. Press charges if a crime has been committed against the employee on school property, on school-sponsored transportation, or during school-sponsored activities.
9. Use reasonable force to protect himself or herself or others from injury.

B. School Center Disciplinary Procedures

1. Approved School Disciplinary Policy

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

2. Right of Employee to Refer Students

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

3. Right of Appeal

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

C. Disruptive Students

1. General Guidelines Regarding Physical Force

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

2. Discipline Referral Form

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

3. Battery and/or Assault Upon an Employee

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

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

(2) The principal shall assist the employee in notifying the proper law enforcement officials.

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

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

D. Staff Notification

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

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

E. False Accusations Against Employees

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

ARTICLE XXX - TOBACCO POLICY

The use of tobacco/vaping products is prohibited in school buses, district-owned vehicles, and in any portion of any building or property owned by, or leased to, the School Board.

ARTICLE XXXI - DEFERRED RETIREMENT OPTION PROGRAM (DROP)

A. Optional Participation

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

B. Employment Status

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

C. Separation Date

An eligible employee may select a retirement date as provided by state law. A retirement date, once established, may be changed in accordance with state law, but in no circumstances may an employee withdraw from the DROP program once an initial retirement date is set.

D. Vacation Day Accruals

Any accrued vacation days (up to the cap of 60 days) will be paid at the time the Board approves the employee's DROP application. Hours in excess of the 60-day cap will remain in the employee's accrual. There will be no second payoff of vacation days when the employee subsequently separates from service with the Board. S/he may use any such accrued days for vacation purposes.

E. Sick Leave Accruals

Employees will elect to transfer 100% of their accrued sick leave into their Bencor Special Pay Plan account either upon entering the DROP program or upon final separation of service from the School Board of Sarasota County, subject to contribution limits. Any excess amount will be paid to the participant, subject to all applicable taxes. For any employee extending their DROP election, 100% of their sick leave will be paid out at the end of 5 years and 100% at the end of each extension.

ARTICLE XXXII – NON-DISCRIMINATION

The parties agree to operate a school system and workplace that is free of discrimination and harassment in any form. To this end, the parties state that they will not tolerate discrimination against employees or students on the basis of race, color, religion, gender, ethnic or national origin, genetic information, age, disability, marital status or sexual orientation, or political beliefs or activity. This Code of Conduct will apply to all interactions between employees, parents and students alike. Any employee who violates this article shall be subject to discipline pursuant to this Agreement.

APPENDIX A – SALARY SCHEDULES

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
2024-25 Classified Salary Schedule – School Support Personnel
 Board Approved: June 18, 2024

Schedule for Initial Minimum Salary Placement for Classified Personnel

SSP1	SSP2	SSP3	SSP4	SSP5	SSP6	SSP7	SSP8	SSP9	SSP10	SSP11	SSP12	SSP13	SSP14	SSP15	SSP16
15.00	15.22	15.43	15.64	16.65	17.00	17.67	18.03	18.89	19.72	22.06	24.51	26.71	29.38	32.32	35.55

SSP-2 Food Service Salary Lanes with Various Categories of Food Service Workers

Food Service Ass't I/II			Manager				
Ass't 1	GrandF	Ass't II	Intern	To 400	To 800	To 1200	1200+
15.22	16.32	18.01	19.26	23.41	24.30	25.56	27.22

SSP-4 Custodial Placement Schedule with Shift Differentials / Various Classifications

Custodial				Head Custodian								
Shift				Shift – Small School			Shift – Large School			Shift - Senior		
Base	1st	2nd	3rd	1st	2nd	3rd	1st	2nd	3rd	1st	2nd	3rd
15.64	17.20	16.42	17.20	19.55	20.53	21.51	21.90	23.00	24.09	22.68	23.81	24.95

SSP-8 Maintenance Placement Schedule with Shift Differentials and Lead Man Differentials

Maintenance			Lead Man								
Shift			1 st Shift / # Employees			2 nd Shift / # Employees			3 rd Shift / # Employees		
1 st	2nd	3rd	1 to 4	5 to 9	10+	1 to 4	5 to 9	10+	1 to 4	5 to 9	10+
18.03	18.93	19.83	19.83	20.19	20.55	20.82	21.20	21.58	21.82	22.21	22.61

SSP-10 Maintenance Placement Schedule with Shift Differentials and Lead Man Differentials

Maintenance			Lead Man								
Shift			1 st Shift / # Employees			2 nd Shift / # Employees			3 rd Shift / # Employees		
1st	2nd	3rd	1 to 4	5 to 9	10+	1 to 4	5 to 9	10+	1 to 4	5 to 9	10+
19.72	20.70	21.69	21.69	22.08	22.48	22.77	23.19	23.60	23.86	24.29	24.72

SSP-11 Maintenance Placement Schedule with Shift Differentials and Lead Man Differentials

Maintenance			Lead Man								
Shift			1 st Shift / # Employees			2 nd Shift / # Employees			3 rd Shift / # Employees		
1st	2nd	3rd	1 to 4	5 to 9	10+	1 to 4	5 to 9	10+	1 to 4	5 to 9	10+
22.06	23.16	24.27	24.27	24.71	25.15	25.48	25.94	26.41	26.69	27.18	27.66

Note: Full time (for the position in question) substitutes who work a full year for the School Board of Sarasota County will receive salary credit for the year in question. The combined total credit for outside and inside work credit will be limited to a maximum of 7.5% above the initial salary.

SALARY SCHEDULE CATEGORIES:

SSP-1	Monitorial Aide (Cafeteria Aide, Library/Media Aide, Para Aide I)
SSP-2	Food Service Assistant I, Food Assistant II, Food Service Manager*, Food Service Manager Intern*, Food Service Specialist* *See the detailed SSP-2 Food Service Salary Lanes with Various Categories of Food Service Workers.
SSP-4	Grounds Helper, Custodian*, Head Custodian* *See the detailed SSP-4 Custodial Placement Schedule with Shift Differentials / Various Classifications.
SSP-5	Bookkeeper Assistant, Bus Washer, ESE Aide, Secretary I (Attendance Clerk, Receptionist), Switchboard Operator
SSP-6	Administrative Assistant II (Secretary other than Secretary to a Director), Background/Fingerprint Processor, Bus Aide/Bus Attendant, Test Distribution Center Clerk, Service Response Clerk
SSP-7	Campus Security Monitor, Clinic Aide, ESE ParaProfessional, ParaProfessional Aide III (ESOL, Media, PE), ParaProfessional Behavior Technician, ParaProfessional Aide III-Interpreter (aides who interpret for the deaf), Preschool/Childcare Aide, RHS Aquascience Hatchery Technician
SSP-8	Bookstore Operator, Delivery/Warehouse Clerk, Grounds Person, Mail Room Clerk, Mechanic's Helper, Media/Instructional Materials Support, Records Clerk (Records Retention, Property & Evidence Tech.), Registrars, Regional Security Monitor, Service Writer, Trades Helper
SSP-9	Administrative Assistant III, Administrative Assistant III/Bookkeeper, Cyesis Pre-School/Child Care Aide, Elementary/Middle School Bookkeeper, Interpreter (with AA/AS degree or 60 semester hours and EIE I certification.), Registrar/Bookkeeper, Separate Day School CNA, Separate Day School ESE Paraprofessional
SSP-10	Accountant-Central Office-Non-Degreed, Bookkeeper-High School, Bookkeeper-Department/Large Account or Multi-Grade Level, Bookkeeper Trainer, Buyer Assistant, Carpenter, Certified Occupational Therapy Assistant-COTA, District Data Support Assistant, Equipment/Appliance Repair, HARV Maintenance Mechanic, Licensed Practical Nurse (LPN), Locksmith, Offset Press Operator, Painter, Pest Control Technician, Roofer, Technology Support Professional, Upholstery Technician, Utility Maintenance
SSP-11	A.V. Technician, Bus Driver, Cabinet Maker, Cable Broadcasting and Production Technician, Cataloger, Electrician, Equipment Repair Technician (FNS), Graphic Designer, H.A.R.V. Technician, Interpreter (with AA/AS degree or 60 hours and EIE II certification.), Inventory Control Accountant, Inventory Control Technician, Mechanic, Multi-Trade Electrical/Plumbing Lead, Multi-Media Systems Technician, Plumber, Parts Manager, Paint and Body-Transportation Department, Routing Specialist, Security Analyst, Security Systems Lead Technician, Telecommunications System Technician, Technician-Digital Instructional Materials
SSP-12	Administrative Assistant IV, Benefits Specialist, Bookkeeper Specialist, Purchasing Buyer, Cable & Digital Production Specialist, Career Advisor, Certification Specialist, Charter School Specialist, Database Coordinator, District Data Support Coordinator, Employment Specialist, Finance Specialist, Financial Aide Specialist, Information Specialist, Interpreter (with AA/AS degree or 60 semester hours and EIE III or RID certification.), Library Automation Technician, Operations Specialist, Payroll Specialist, Planner-GIS/Technical Analyst, Procurement & Record Document Specialist, Project Management Coordinator, Registrar Coordinator, Salary Specialist, Security Systems Specialist, Social Media Content Producer, State Reports Coordinator, Statistical Data Analyst, System Administrator Coordinator, Telecom System Coordinator, Warehouse Specialist
SSP-13	Accountant-Degreed, Administrative Assistant IV, Archibus Database Facilitator, Building Code Inspector, Computer Network Manager, Data Management Coordinator, Database Engineer Coordinator, Energy Management & Control, Health Safety Specialist, Interpreter (with BA in Sign Language & EIE III or RID certification.), Investigation Specialist, Outreach Specialist, Policy & Contract Specialist, Registered Nurse, Security Systems Network Engineer, Senior Purchasing Buyer
SSP-14	Network Administrator I, System Administrator I, Systems Programmer I
SSP-15	Data Analyst Engineer II, System Administrator II, Systems Programmer II, Technology Project Management, Technology Support Coordinator
SSP-16	Data Analyst Engineer III, Network Engineer III, System Administrator III (Senior Engineer), Systems Programmer III

The parties agree that this amount (the 2020-21 salary agreement) will not be reduced in subsequent years unless specifically authorized in the General Appropriations Act.

Classified Salary Schedule - School Support Personnel

Percentage of Change Between Salary Lanes

SSP1	SSP2	SSP3	SSP4	SSP5	SSP6	SSP7	SSP8	SSP9	SSP10	SSP11	SSP12	SSP13	SSP14	SSP15	SSP16
15.00	15.22	15.43	15.64	16.65	17.00	17.67	18.03	18.89	19.72	22.06	24.51	26.71	29.38	32.32	35.55
SSP1 TO	1.46%	2.85%	4.24%	11.00%	13.33%	17.80%	20.20%	25.93%	31.47%	47.07%	63.40%	78.07%	95.87%	115.47%	137.00%
	SSP2 TO	1.37%	2.74%	9.40%	11.70%	16.11%	18.47%	24.12%	29.58%	44.95%	61.05%	75.51%	93.05%	112.37%	133.59%
		SSP3 TO	1.35%	7.92%	10.19%	14.54%	16.87%	22.44%	27.82%	42.99%	58.87%	73.13%	90.44%	109.50%	130.43%
			SSP4 TO	6.49%	8.73%	13.01%	15.31%	20.81%	26.12%	41.09%	56.76%	70.83%	87.90%	106.71%	127.36%
				SSP5 TO	2.10%	6.13%	8.29%	13.45%	18.44%	32.49%	47.21%	60.42%	76.46%	94.11%	113.51%
					SSP6 TO	3.94%	6.06%	11.12%	16.00%	29.76%	44.18%	57.12%	72.82%	90.12%	109.12%
						SSP7 TO	2.04%	6.90%	11.60%	24.84%	38.71%	51.16%	66.27%	82.91%	101.19%
							SSP8 TO	4.77%	9.37%	22.35%	35.94%	48.14%	62.95%	79.26%	97.17%
								SSP9 TO	4.39%	16.78%	29.75%	41.40%	55.53%	71.10%	88.19%
									SSP10 TO	11.87%	24.29%	35.45%	48.99%	63.89%	80.27%
										SSP11 TO	11.11%	21.08%	33.18%	46.51%	61.15%
											SSP12 TO	8.98%	19.87%	31.86%	45.04%
												SSP13 TO	10.00%	21.00%	33.10%
													SSP14 TO	10.01%	21.00%
														SSP15 TO	9.99%

All of the existing salary schedules will be deleted and will be preserved as reference salary schedules for use in determining initial salary placement for new employees and in determining the percentage increase to be used in computing an employee's new salary upon transfer to a new salary lane. These salaries will increase by the yearly negotiated increase.

OFFICE STAFF

Group S1 - Clerk/Receptionist

School Clerk, Receptionist, Attendance Clerk, Copy Machine Operator, Production Clerk, Switchboard Operator, Secretary/Bookkeeper Assistant.

Group S2 - General Secretary

School Secretary other than Secretary to Principal or Director, Elementary/Middle School Bookkeeper.

Group S3 - Principal's/Director's Secretary

Secretary to Principal or Director, Central Office Non-Degreed Accountant, High School Bookkeeper.

Group S4 - Technical

Central Office Degreed Accountant (Bachelor's Degree in Accounting)

REQUIRED QUALIFICATIONS:

All secretarial staff shall be tested prior to employment or transfer to such position, must be able to demonstrate proficiency in secretarial skills, and meet the following minimum typing requirements:

S1 20 net words per minute

S2 50 net words per minute

S3 60 net words per minute

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

Elementary School Bookkeeper or Secretary/Bookkeeper	80%
Middle School Bookkeeper or Small Account Department Bookkeeper	85%
High School Bookkeeper or Accountant or Large Account Department Bookkeeper or Accountant	90%

To qualify for placement on the "large account" salary lane a departmental bookkeeper must have primary responsibility for the reconciliation and analysis for at least one of the following: Internal Account valued at over one million dollars; District Grants valued at over ten million dollars; Purchase Orders valued at over four million dollars; and/or a Fixed Asset Inventory valued at over 25 million dollars. Only one Bookkeeper per cost center may be placed on the "Large Account" salary lane for each account except as approved by the parties.

PARA / AIDE

Group A1 – Monitors

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

Group A2 – Teacher Assistants

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

Group A3 – Paraprofessional

Generally work independently, under the indirect supervision of a certified staff member. Perform specialized tasks that may require special skills and licensure. The Paraprofessional is in contact with students 90% of the time. Included are Physical Education aides, COTA's, aides who interpret for the deaf, ESOL aides, Title I aides*, pre-school and childcare aides, paraprofessional ESE aides and other aides holding positions requiring CDA licensure. All A3 positions will require that the person holding that position possess either an AA degree or its equivalent (60

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

*Those aides identified under the Federal NCLB Act of 2001 as being required to meet those training standards set forth within that Act. Title I aides serving in these positions will only be eligible for A3 status upon successful completion of the required training components.

Implementation:

Work year:

Group A1 - 180 days + 6 holidays = 186 days.

Groups A2 and A3 - 190 days + 6 holidays = 196 days. For those employees hired after June 30, 2012, the normal work year will be 186 days (180 days + 6 holidays). Security aides, clinic aides and A2 teacher aides hired after that date will work 186 days plus three training days during pre-planning or professional days.

All A2 or A3 aide positions will be either four hours or seven and one-half hours daily. No fractional units other than four hours daily will be allowed.

MANAGEMENT INFORMATION SERVICES

Group MIS 1 - Data Entry

Data Entry and Help Desk Personnel, Registrars, Technology Support Aides.

Group MIS 2 - Technical Support

Main Frame Computer Operators and Software Support.
Computer Assisted Design Technician.

Group MIS 3 - Technical Support Specialist

Supervisors of Technical Support Personnel.

Group MIS 4 - Programmers

Computer Programmers.
Computer Network Manager.

CUSTODIAL

Group CS1 - Custodial

Included in this schedule are day shift custodians.

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

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

Third Shift (beginning after 10:00 pm) - CS1+10%

Day Custodians – CS1+10%

Head Custodian of Smaller Schools (less than 8 custodians as per DOE five factor formula recommendation) - CS1+25%

Head Custodian of Large School (8 or more custodians as per DOE five factor formula recommendation) - CS1+40%

Senior Head Custodian - CS1+45%

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

Late Shift Lead Custodians: An additional \$50 per month paid to late shift lead custodians.

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

MAINTENANCE

Lead Man - Appropriate schedule + 10%

Implementation:

1. Tool Allowance:

A total tool allowance of \$400 will be paid as compensation once annually to maintenance and transportation maintenance employees certified as eligible by the appropriate Director.

2. Uniforms:

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

FOOD SERVICE

Group FS1 - Food Service Assistant I (Food Service Worker)

Group FS2 - Food Service Specialist (grandfathered employees only)

Group FS3 - Food Service Assistant II (Main Dish Cook)

Food Service Manager Intern - FS3 schedule + 7%

Food Service Manager - 0 - 400 meals - FS3 schedule + 30%

401 - 800 meals - FS3 schedule + 35%

More than 800 meals - FS3 schedule + 42%

Manager and Main Dish Cook serving charter schools in addition to regular assignment:

Main Dish Cook \$1,500 per year

Managers \$3,000 per year

Implementation:

1. An employee who advances from one lane to another shall have their salary changed based upon the percentage increase or decrease when moving laterally between lanes.
2. Employees will receive their normal hourly rate (or one and a half time their normal hourly rate in the case of overtime) for food catering.
3. Each employee will be credited with a \$135 uniform allowance per year. Employees may purchase apparel as needed from a designated vendor utilizing their uniform allowance. Any items purchased with the clothing allowance must be part of the FNS uniform.

Salary Supplements

1. Employees receiving grandfathered salary supplements due to completion or partial completion of the Oregon Series will continue to receive such grandfathered payments.

2. Employees will receive an annual salary supplement of \$750 for completion of an Associate's Degree in Food Service Management or Business Management.

Employees will receive an annual supplement of \$1,500 for a Bachelor's Degree in Management or Food Service related programs.

TRANSPORTATION

Group SSP6 - School Bus Attendants

Group SSP11 - School Bus Drivers

All drivers and bus attendants hired prior to January 8, 2024 will have their salary grandfathered and will receive all raises and supplements in concert with other members of the Classified Bargaining Unit.

Implementation:

1. Work year:
August through close of school for Drivers: 180 days plus 6 holidays, plus one week of safety school.
2. Working hours:
20 hours minimum per week for bus drivers and attendants of regular routes.
3. Health examinations are required at the beginning of employment; annually thereafter.
4. A Commercial Driver's License (CDL) is required of all bus drivers at the beginning of employment, to be reimbursed by the School Board after three months of continuous employment.
5. Each employee will be credited with a uniform allowance equal to the value of three uniforms per year. The employees may purchase apparel as needed from a designated vendor at no cost to the employee unless purchases exceed their credited allowance.

SPECIALIST

Group SPEC1

Positions requiring RN degree and other Technical/Professional Personnel

Group SPEC

APPENDIX B - FOOD AND NUTRITION SERVICES CAREER LADDER

A. CAREER LADDER PROGRAM

The Career Ladder Program is intended to provide an upward mobility career ladder for all Food and Nutrition Services employees.

The Board agrees to offer at least two Career Ladder courses each school year (on a rotating basis). In addition, the Board will offer the Foundations of School Food Service and Equipment Use and Care courses at least once each school year and upon sufficient demand (15 or more students).

B. PROMOTIONS

Promotion to Manager shall conform to the following criteria:

Manager

1. Successful completion of the Food and Nutrition Services Manager Intern Program the duration of which shall be no less than three months nor more than ten months (exclusive of summer school and summer recess) during which time they will work for one semester as a Food and Nutrition Services manager trainee in multiple work sites. During this period, the Manager Intern will be afforded assistance as requested. Should an employee fail to successfully complete the Food and Nutrition Services Manager Trainee program, s/he will be returned to his/her former position without prejudice and will remain eligible for a future appointment to a Food and Nutrition Services Manager Intern position.
2. Each new manager will be given a 90-day probationary period in their new position. During this period the new manager will be afforded assistance as requested. Failure of the probationary period will only be for good cause. Should a new manager not successfully complete his/her probationary period, s/he will be returned to his/her former position without prejudice and will remain in the pool of qualified manager applicants. A manager who is unsuccessful in two probationary periods will be removed from the pool.

C. TRANSFERS

1. Voluntary Transfers

a. Transfer Between Work Sites

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

b. Transfers Within Work Sites

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

2. Involuntary Transfers

Involuntary transfers will be made within the guidelines specified in Article XIV (Reduction in Force) of this Agreement.

D. TRAVEL

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

E. EXTRA DUTY DAY ASSIGNMENTS

Extra duty assignments (including catering) will be assigned on a rotating seniority basis for the employees at the work site at which the extra duty assignment is to be performed. Each employee assigned an extra duty must have the necessary qualifications for the duty in question. The hourly rate of pay for all Food and Nutrition Services extra duty assignments will be their hourly rate.

F. FOOD SERVICE VACANCIES

1. Food Service Assistant I vacancies that are posted county-wide between bid meetings will not be open to existing Board-appointed Food Service employees.
2. Each such position that is filled between bid meetings will be filled as a regional Food Service position.

3. These procedures will only apply to five (5) hour positions in cases where no current four (4) hour employee is interested in the job. In cases where the position to be posted is a five (5) hour position, that position will be offered to current employees at that site on a seniority basis first (i.e., the most senior four (4) hour employee will be offered the position first).
4. Each such position that is filled as described above will be automatically vacated and posted at the next bid meeting and will be filled in accordance with those procedures outlined in Article XIV, Section A of this Agreement.

G. Training Requirements

1. Food and Nutrition Services Managers:

Beginning school year 2016/2017, all managers must complete at least ten hours of annual continuing education/training.

All Other Food and Nutrition Staff:

Beginning school year 2016/2017, all staff must complete at least six hours of annual continuing education/training.

2. A portion of this training will occur outside the normal contract year (immediately prior to the start of the school year). Any hours worked outside the normal school year will be compensated at the employee's normal hourly rate of pay.

APPENDIX C - CUSTODIAL ADVANCEMENT PROGRAM

- A. Appointed custodians have the opportunity to bid on schedules two times per year at specified meetings. Seniority will determine job selection.
- B. A Professional Custodial Training Program will be offered twice each year for any custodian seeking advancement opportunities. Custodians who wish to be considered qualified for Head Custodian positions must have completed all of the training classes with a minimum passing grade in each class of 80% and successfully demonstrated mastery of custodial skill-based assessment. The training program may be modified to best prepare all head custodian candidates to meet the challenges in the work environment. All custodians will be notified annually of the training program opportunities. Custodians who are actively enrolled in the training classes and have completed at least one half of the training requirements may be placed into head custodian positions temporarily until all classes have been completed. Such courses must be completed within a one-year period from initial placement.
- C. Senior Head Custodian, Head Custodian and Day Custodian Position – Head Custodian positions and day custodian positions in schools in which there is one day custodian will be filled via a committee process, selecting the best qualified applicant. The committee will be comprised of members of the school staff and the Facilities Services Department. The committee will have two (2) representatives from Facilities Services and at a minimum, three (3) from the school staff, including the principal or his/her designee.
- D. Where the term head custodian is used in this section it will also apply to senior head custodians unless otherwise specified.
- E. Custodial Workday Stipulations
 1. All custodial personnel will have a posted schedule drafted by the custodial manager or his/her designee outlining their regular (routine) duties. The state guidelines shall be used for establishing the times allotted for custodial duties.

2. When circumstances require a deviation from a custodian's regular schedule, that schedule shall be modified by the custodial manager or his/her designee to accommodate the loss of time from the regular schedule.
3. When such modification reduces the routine cleaning of a classroom or other spaces, the custodial manager or his/her designee shall be responsible for notifying the users of such spaces in order to alleviate any negative reactions toward custodial personnel.
4. When non-routine tasks are assigned that would normally be completed by personnel other than custodial, the custodian shall not be negatively evaluated for the time spent on such tasks.
5. Use of regular custodians in lieu of substitute custodians is acceptable as long as the overtime hours worked do not exceed the cost of a substitute custodian. If regular custodial staff is not available for overtime, regular aides may be utilized for custodial duties as long as the overtime hours worked do not exceed the cost of a substitute custodian.
6. Custodial work assignments at each work site will be posted and bid twice each school year. The assignments will be bid on a seniority basis, with the most senior custodian at that work site bidding first and so on down the seniority listing until all cleaning assignments have been assigned.
7. Volunteers may be sought at the discretion of management for custodians to alter their term of contract from 12-month to 11-month. Such moves will be revocable at the end of the school year. The parties recognize that voluntary 11-month work years may impact the District's ability to complete summertime work, such as deep cleaning schools in a timely manner without some flexibility in the assignment of custodial staff. Therefore, in cases where more than 20 percent of the custodial staff at any one school elect an 11-month contract, the parties agree that management has the right to temporarily reassign custodian from other schools within that zone, to assist with cleaning responsibilities, for any part of the work year calendar when 11-month employees are not at work. Management will determine which schools within the zone have excess capacity. Reassignments from the schools with excess capacity will be first offered on a voluntary basis and then by inverse seniority order beginning with the least senior custodian.

APPENDIX D - TRANSPORTATION PROGRAM

A. Schedule or Shift Changes

1. Drivers and attendants will not be required to work more than 40 hours per week, nor will they be required to work on Saturday or Sunday except by mutual consent of the driver or attendant and Operations
2. If a driver's or attendant's schedule is changed resulting in his/her moving into a lower block time, the driver or attendant will continue to be paid at the minimum of his/her old block time for 30 days or until the next bid meeting, whichever comes first.
3. Any employee's route may be modified as long as the modification takes place within the employee's bid block time.
4. A driver or attendant may be removed from a route with the mutual consent of the driver or attendant and the parties. The driver will assume the duties of a utility driver and a utility driver will be assigned to cover the driver's route. Any attendant removed from a route with the mutual consent of the parties will be assigned duties by management. The driver or attendant shall be guaranteed the route time of his/her old route until the next scheduled bid meeting.

B. Block Time

1. Transportation routes (including the round up plus 30 minutes) will be in the following block times:
4.0 – 6.0
6.1 – 8.0

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

2. Employees will be compensated at the highest hour level within each block grouping.

C. There shall be one class of Utility Drivers.

1. Utility Driver employees shall be guaranteed a minimum of eight (8) hours per day. Management may assign Utility Drivers duties consistent with their job description except as stated in 2 below. No drivers will be utilized for office work, and no non-school bus drivers will drive school buses, except in emergency situations determined by SC/TA and management.
2. Any route that is vacant for more than five working days shall be offered to Utility Driver employees according to seniority by bid process. Any Utility Driver successfully bidding on a vacant route that is paid less than the guaranteed minimum of eight hours per day including the half hour and round-up, may be assigned duties consistent with their job description by management. Any Utility Driver driving such a route may, at the end of 20 working days, request that s/he be allowed to relinquish said route and that route shall be offered again to the Utility Driver employees according to seniority.

D. Bidding of Routes

1. Initial Bidding of Routes

- a. All routes and utility driver positions will be bid in the following manner and will be filled in accordance with seniority.
 - (1) Bidding is open to all drivers and attendants. Drivers must have a valid CDL, complete DOT physical, and have successfully complete all state required training prior to initial bid.
 - (2) To the greatest extent possible, routes will be posted in order from longest to shortest.
 - (3) Utility driver and attendant positions will be posted and treated as though they were regular routes.
 - (4) Drivers and attendants shall bid on posted routes in seniority order.
 - (5) Management, with input from the Transportation Working Conditions Committee, will determine the procedures to be used in the bid meeting.
 - (6) Disputes regarding the initial bidding of routes will be presented to management and the Transportation Working Conditions for resolution. This will represent the informal step in the grievance process.
- b. The initial bid shall take place no earlier than one week immediately preceding the first day of school for students.
- c. Routes becoming available after the initial bidding will be offered to Utility Drivers according to seniority. The least senior Utility Driver must accept the route if it is not taken by a more senior Utility Driver.
- d. Drivers will be reimbursed up to four hours for familiarizing themselves with their new routes and checking their buses. This will only take place the week before the start of the regular school year and the start of summer school.

2. Roundhouse Bidding of Routes

- a. Three times per year on or about October 15, January 15, and March 15, bid meetings will be held at the Transportation compound in Osprey in order to fill all eligible routes that have become available since the previous bid meeting.
- b. Ten working days before the bid meeting, a listing of those routes available with length, stops, pick-up and drop-off points will be posted in the Osprey, 17th Street, and Taylor Ranch Compounds. New routes may be added to the list up to the day of the bid meeting.
- c. A transportation employee must be present at the bid meeting in order to bid on a route except as outlined below in Paragraph d. A bid on a route will not be valid unless made by the person who will fill the position. Each driver and attendant will be afforded a reasonable amount of time in which to make a bid. The current route of the successful bidder will be put up for bid immediately after that driver or attendant accepts his/her new route. Vacant routes will continue to be bid until all are filled or until no one bids on the remaining routes. Routes remaining unbid will be disposed of in accordance with Section E, paragraph 1c.
- d. A transportation employee may submit an absentee bid form if s/he is unable to attend the bid meeting. Absentee bids will only be accepted on routes which have been advertised in advance of the bid meeting on the official announcement. A transportation employee must submit a separate absentee bid form for each route s/he wishes to bid on. Absentee bid forms may be received up to the time of the bid meeting. There is no limit to the number of routes that can be bid on. After an absentee bidder is successful on any bid, all other absentee bids are pulled. Absentee bids will compete with bids from other transportation employees.
- e. All bids are final and binding at the conclusion of the bid meeting.
- f. Drivers and attendants may swap routes only with the mutual consent of management and the SC/TA, in consultation with the Transportation Working Conditions Committee.
- g. After the bid meeting, a date will be set on which the route changes will take place. This date shall be no more than two weeks after the conclusion of the bid meeting.

3. Field Trips

- a. All drivers are eligible to drive field trips and will be placed on a seniority list for the purpose of bidding.
- b. All attendants are eligible to bid on field trips that require attendants and will be placed on a seniority list for the purpose of bidding.
- c. The list will be posted at three locations: 17th Street, Osprey, and Taylor Ranch compounds.
- d. Field Trip List
 - (1) A list of the weekly available field trips will be posted at the three sites no less than 48 hours prior to the field trip bid meeting.
- e. Field Trip Bid Meeting
 - (1) The Field Trip Bid Meeting will take place at the Osprey Compound at a time to be determined by the Transportation Working Conditions Committee.
 - (2) Drivers and attendants may use bus pools to the Field Trip Bid Meetings.
 - (3) The procedures for the Field Trip Bid will be determined by The Transportation Working Conditions Committee.
- f. Emergency Field Trip Bids

- (1) Field trips that become available after the regularly scheduled Field Trip Bid Meeting and that have to be run before the next scheduled Field Trip Bid Meeting will be bid out as emergency field trip bids. These field trip bids will be announced on the radio.
 - (2) An emergency field trip will be awarded to the most senior driver bidding on it. The driver must pick up the field trip paperwork in person at the dispatch window in Osprey, the day of the field trip.
 - (3) Emergency field trips that cannot be bid will be the responsibility of Operations.
- g. Overtime
- (1) Drivers and attendants are expected to monitor their own hours and should take no field trip that would put them over 40 hours in one week.
 - (2) Management reserves the right to allow 40+ hours in some cases.
 - (3) If a driver or attendant has selected a field trip that will put him/her in an unapproved overtime situation, the driver or attendant must give up the field trip and is charged as if he/she had taken one. If the driver or attendant has already driven the field trip and has as a result gone into overtime, the driver or attendant will be removed from the field trip list for a period of 12 months.
- h. Penalties for Returned Trips
- (1) In the event a field trip is returned accompanied by an approved blue slip, there will be no penalty, as described in h(2).
 - (2) For an unexcused turn back of a field trip, the driver will be removed from the rotation list for a period of 6 months.
- i. Canceled Field Trip
- An employee shall be guaranteed three hours pay for a field trip canceled with less than 24 hours' notice and not rescheduled. This language does not apply to overtime field trips. In the event a field trip is canceled and the driver/attendant is given 24 hours advance notice, there shall be no guaranteed pay. The driver shall not be charged for the canceled trip and shall get first bid at the next field trip bid meeting.
- j. Postponed Field Trip
- A field trip that is not run on the date originally posted will be considered canceled unless rescheduled within 24 hours. The rescheduled trip shall also be run within 30 days of the postponement. Employees may either accept the postponed trip on the rescheduled date or bid first at the next field trip bid.
- k. In all cases, qualified attendants shall not be penalized because their normal assigned driver refuses and/or cannot drive on an assigned field trip.
 - l. If the change-over time from a regular route to a field trip and vice versa is 30 minutes or less, the driver or attendant shall be paid straight through at his/her appropriate rate.
 - m. A series type field trip is considered as one field trip and shall be assigned to the same driver and attendant.
 - n. Any driver or attendant who does not have a layover of at least 15 minutes for his/her normal break will be provided a minimum of 15 minutes for pay purposes as part of the field trip compensation in both the A.M. and the P.M.

4. Emergency Recall List

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

E. Duty Time/Compensation

1. Duty time shall be all of that time in which a driver or attendant is permitted to perform or suffers in the performance of his/her duties.
2. Drivers and attendants will be paid in accordance with this Agreement and/or the Fair Labor Standards Act, whichever rate is greater.

F. Radios/Tape Decks

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

G. Commercial Driver's License

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

H. Overtime

1. A transportation mechanic seniority list shall be established, with scheduled overtime being assigned to the most senior mechanic first and then rotating through the established list.
2. All other overtime for employees shall be distributed in a fair and equitable manner consistent with this Agreement.

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

J. Meal Allowances

1. Drivers and attendants on in-county field trips shall be responsible for their own lunches.
2. Drivers and attendants on out-of-county field trips shall earn regular meal allowances. Drivers and attendants earning meal allowances shall be "off the clock" for 30 minutes for each meal earned.

K. Summer School

1. Initial bidding of routes will be as described in paragraph E.
2. At the end of the first week of summer school, a roundhouse bid will be held to fill routes that have become available.
3. A list of substitutes will be drawn up from employees who volunteer for summer school driving and will be used to fill positions by seniority.

L. Half Hour and Round-Up

1. The actual projected driving time will be rounded off to the next highest one-half hour and an additional 30 minutes added to it.
2. Drivers will drive routes until approximately September 15 and then if there are major discrepancies of 15 minutes or greater, request a route change from a routing supervisor. These route changes will take place between approximately September 15 and the first roundhouse bid on or about October 15. Any modifications to routes will be made retroactive to the date of the change.
3. This allotment of time will eliminate the need for all white sheets and encompass all duties regularly assigned to the driving or attending of a bus. Extra duties as approved by management will be assigned a gold sheet which grants automatic payment for the duty.
4. The paying of overtime for eight hours in a day is rescinded and overtime will only be figured on over 40 hours per week.

M. Authority of Bus Drivers

1. The school bus driver shall preserve order and good behavior on the part of all students being transported on school buses.
2. The school district shall require a system of progressive discipline of transported students for actions which are prohibited by the code of student conduct. Disciplinary actions, including suspension of students from riding on school district-owned or contracted school buses, shall be subject to School Board policies and procedures and may be imposed by the principal or the principal's designee. The principal or the principal's designee may delegate any disciplinary authority to school bus drivers except for suspension of students from riding the bus.
3. The school bus driver shall have the authority to control students during the time students are on the school bus, but shall not have such authority when students are waiting at the school bus stop or when students are en route to or from the school bus stop except when the bus is present at the bus stop.
4. If an emergency should develop due to the conduct of students on the bus, the bus driver may take such steps as are immediately necessary to protect the students on the bus.
5. Bus drivers shall not be required to operate a bus under conditions in which one or more students pose a clear and present danger to the safety of the driver or other students, or the safety of the bus while in operation. The school district shall have measures in place designed to protect the bus driver from threats of physical injury from students.
6. School districts may use transportation, school safety, or FEFP funds to provide added security for buses transporting disruptive or delinquent students to and from school or other educational activities.
7. In the case of a student having engaged in violent or blatantly unsafe actions while riding a school bus, the school district shall take corrective measures to ensure, to the extent feasible, that such actions are not repeated prior to reassigning the student to the bus.

N. Transportation Study Committee

The parties agree to form a committee, the purpose of which will be to study and make recommendations pertaining to compensation levels, number of hours worked, and pay methods of bus drivers and bus attendants. The members of that committee will be appointed by and mutually agreed to by the parties and will report back to respective bargaining teams prior to the beginning of bargaining for the 2006-2007 school year contract.

APPENDIX E - CONDITIONS AND PROCEDURES FOR SICK BANK

A. Membership

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

B. Duration and Replenishment

1. When the number of unused sick leave days in the bank is reduced to 30% of the number of members of the bank, the bank will be replenished in the following manner:
 - a. During the two-month period following the date when the bank reaches the 30% point, each member will have one day deducted from his/her personal sick leave account and deposited to the bank.
 - b. A member who chooses to no longer participate in the bank shall notify the committee in writing of his/her withdrawal and will not be able to withdraw any sick leave already contributed to the bank.
 - c. A member who chooses to continue participating in the bank will contribute one-half day of accrued sick leave to the bank.
 - d. A member drawing from the bank or in the 20-day waiting period, as hereafter provided, at the time the bank reaches the 30% point, may choose to continue participating in the bank by contributing the next one-half day of accrued sick leave to the bank, regardless of whether or not it is earned within the two month period set forth above.

C. Administration

1. The sick leave bank will be administered by the Human Resources Department. Forms may be obtained by participating employees from the Human Resources Office.
2. An overview committee will be formed to review the administration of the bank and determine eligibility. The committee will be composed of two voting representatives appointed by the Superintendent, two voting representatives appointed by the Union, and one ex officio representative appointed by the Superintendent. This person shall act as chairperson of the committee.

D. Benefits

1. In the event a member of the bank suffers a catastrophic illness, accident, or injury, i.e., one causing the member to be unable to work for a prolonged period of time for which they are not receiving Worker's Compensation benefits, he or she may apply for the benefits specified below. In the case of physical illness, a licensed medical doctor will be required to attest to the total disability of the employee. In the case of mental illness, the illness must be verified and disability attested to by a duly licensed psychiatrist. In either instance, the medical doctor or psychiatrist will include the appropriate diagnostic category. Prior to returning to duty, the disabled employee must provide verification from the physician or psychiatrist (in case of mental illness) stating that they are able to return to work on the approved form. The member shall receive paid leave from the bank in the following manner:
 - a. All accumulated sick leave of the member must first be expended.
 - b. Before the first benefits for a member can be drawn from the bank, the member must undergo an unpaid leave of twenty continuous work days. However, the member may choose to use accrued vacation days as part of the twenty-day period.

- c. Each time a member wishes to draw benefits from the bank, an application must be made to the bank, submitting medical certification and justification for the protracted leave. This leave must be recertified every thirty calendar days during which time the employee is receiving benefits.
- d. Each member will be afforded a maximum number of days equal to four times the number of days he or she has earned at the beginning of the catastrophic illness, accident, or injury to a maximum of 100 work days. A maximum of 100 paid work days may be received from the bank by a member, per occurrence. Should a member of the Sick Bank exceed his/her 100 days of benefits, s/he will be removed from the Bank. He/she may choose to re-enroll in the Bank as detailed elsewhere in this Appendix at a later date.
- e. A member may appeal to the committee for re-hearing of his or her claim but the committee will remain the final arbiter of any decision governing eligibility of any claim.
- f. Illnesses which were diagnosed prior to the member's enrollment in the plan will not be covered.

APPENDIX F - BARGAINING UNIT EXCLUSIONS

Secretaries to Superintendent
Secretaries to Assistant Superintendents
Secretaries to Principals
Secretaries to Executive Directors
Human Resources Specialists
Human Resources Department Secretaries

APPENDIX H - GRIEVANCE REFERRAL FORM

Name of Grievant: _____ Date of Grievance: _____

Article(s): _____ Section(s): _____

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

Work Site: _____ To Whom Submitted: _____

Description of Grievance:

Corrective Action Requested By Grievant:

<u>Date Filed:</u>	<u>Hearing Date:</u>	<u>Response Date:</u>
Informal _____	Informal _____	Informal _____
Step I _____	Step I _____	Step I _____
Step II _____	Step II _____	Step II _____
Step III _____	Step III _____	Step III _____
Step IV _____	Step IV _____	Step IV _____

Resolution	Administration Sustained/Denied	Grievant Accepted/Rejected
Informal _____		
Step I _____	_____	_____
Step II _____	_____	_____
Step III _____	_____	_____
Step IV _____	_____	_____
Step IV _____	_____	_____

Step I
 Signature of Administrator _____ Date _____
 Signature of Grievant _____ Date _____

Step II
 Signature of Administrator _____ Date _____
 Signature of Grievant _____ Date _____

Step III
 Signature of Administrator _____ Date _____
 Signature of Grievant _____ Date _____

Step IV
 Signature of Administrator _____ Date _____
 Signature of Grievant _____ Date _____

APPENDIX I - SUMMER SCHOOL

A. Application

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

B. Coordination with Main Collective Bargaining Agreement

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

C. Summer School Benefits

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

Except for illness or unforeseen tragedy, staff must commit to work the entire period for which they are hired. No time off will be granted for personal leave or attending workshops. Any employee who violates this rule without prior approval will not be able to work in the following school year's summer school program unless agreed to by the parties.

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

D. Selection of Summer School Employees.

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

E. Placement

After employees are hired for summer school on a seniority basis as described in Section D above, they will be assigned to the summer school work site in which they worked in the preceding school year or should their normal school year school not offer a summer school program, the school to which the majority of the students from their regular school year school are assigned. If a sufficient number of positions are not available at that school, the employee with the greater seniority will be selected. Once placed at a particular school, the expressed placement preferences of the employee will be honored to the greatest extent possible. This provision will only apply at the time of his/her initial job offer. Once an employee accepts a position, there will be no transfers unless mutually agreed upon by both parties. Employees will be placed in summer school work sites according to their expressed preferences on a seniority basis, to the greatest extent possible.

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

G. Salary

Employees will receive their normal hourly rate of pay from the immediately past school year for each day of summer school worked. Employees will be paid their regular hourly rate for mandatory training associated with summer school.

APPENDIX J - EMPLOYEES OF CHARTER SCHOOLS

A. Employment Status

1. Conversion of existing school, classified bargaining unit:

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

2. Conversion of existing school or new charter school, different or no bargaining unit:

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

B. Initial Staffing

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

C. Seniority Rights

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

D. Rights of Return to Board Position

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

E. Benefits

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

F. Salary Experience Credit

Employees will not accrue experience credit with the Board for those years for which they serve on an approved charter school leave of absence. New employees employed by the charter schools who are subsequently

employed by the Board will be placed on the salary schedule in a manner consistent with those rules specified in Article IX of the Classified Bargaining Unit Agreement.

G. Transfers/Surplussing

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

APPENDIX K– 401A QUALIFIED RETIREMENT PLAN FOR ACCUMULATED SICK LEAVE PAY AND ANNUAL LEAVE/VACATION PAY

The BENCOR NATIONAL GOVERNMENT EMPLOYEES RETIREMENT PLAN™ (BENCOR SPECIAL PAY PLAN™) is offered by BENCOR, Inc. to help governmental units and their employees save up to 7.65% of Social Security/Medicare taxes and to defer income taxes on eligible Plan contributions. Provided below is an explanation of how the Plan works:

Eligibility

- Employees who are retiring or going into DROP and have at least \$2500 of accumulated sick-leave pay or annual leave/vacation pay will participate in this Plan.
- Accumulated sick-leave pay or annual leave/vacation pay will be placed into the BENCOR NATIONAL PLAN subject to contribution limits and Board Policy.

Contribution Limits

- The maximum 401 (a) Plan contribution cannot exceed 100% of the Plan Year Salary or IRS maximum dollar limitations; whichever is less. (Plan year July 1 – June 30). The maximum 403(b) Plan contribution cannot exceed 100% of the Calendar Year Salary or IRS maximum dollar limitations; whichever is less (Calendar Year is a 12 month look-back).
- The maximum Plan contribution limit is calculated each year based on IRS limitations.
- There is a dollar-for-dollar off-set against the 401(a) IRS maximum dollar contribution limit for money placed into your 401(k) plan or into the State Investment Plan.
- There is a dollar-for-dollar off-set against the 403(b) IRS maximum dollar contribution limit for money placed into your 403(b) plan. Please consult your TSA advisor or your tax advisor regarding your 403(b) Plan contribution limits.

Investments

- Initially, Special Pay Plan contributions are automatically invested in the TFLIC Guaranteed Pool Fund (i.e. guaranteed/fixed). Subsequently, the participant can self-direct among investment choices.

Investment Expenses

- There is no asset-management fee charged against the TFLIC Guaranteed Pool Fund (i.e. guaranteed/fixed). An asset-management fee is deducted from mutual funds only. The fee is charged quarterly and will be indicated on the quarterly statements sent to all Plan participants.

Distributions

- Your account is always 100% vested and belongs only to you. The balance of your account is available for withdrawal at any time after your termination of employment. In the case of your death, the beneficiary or beneficiaries you name under the Plan will be able to withdraw from your account balance. Funds may be withdrawn in one or more cash distributions, which are taxable for the year of withdrawal, or in the form of a direct rollover to an IRA or other eligible retirement plan, which results in continued deferral of your income tax obligation.
- As described above, income taxes are imposed for the year of withdrawal. Income taxes are deferred in the case of a rollover to an IRA or other eligible retirement plan, although rollovers to “ROTH” IRA are currently taxable. In addition, there is a 10% IRS penalty on withdrawals from the 401(a) or 403(b) part of the Plan, unless taken after your retirement and you are at least age 55 in the year you retire. Sarasota County Schools has chosen to “make whole” those employees who fall within this category if they request all of their funds in cash from the Plan Administrator within 30 days of separation from employment. This normally would require a make-up of 2.35% (10% penalty minus 7.65% previous savings on Social Security and Medicare taxes.) However, individuals who have met their FICA salary limit before retiring would receive an 8.55% (10% penalty minus 1.45% savings) reimbursement for amounts over the FICA limit.
- For specific tax information, you should consult an independent tax advisor.
- Your account is subject to the IRS Required Minimum Distribution rules after you reach age 72 or retire, whichever is later, or following your death, if earlier.
- You may be eligible to borrow up to 50% of your account balance. The minimum loan amount is \$1,000. The amount available to borrow is affected by any other Plan loans you have received. A fee of \$100 is deducted from your account each time you take a loan.

Please consult your tax advisor for information regarding the taxability of Plan distributions.

DROP Participants’ Terminal Sick Leave Pay/Annual Leave will be processed as follows:

- Annual Leave – Employees participating in DROP receive their annual leave as a lump sum payment at the time of enrollment in DROP. Annual leave will be paid into the “BENCOR NATIONAL PLAN” subject to contribution limits. Any annual leave in excess of Plan contribution limits will be paid to the participant subject to Federal tax and related payroll taxes (Social Security and Medicare). The participant does not have access to this money until the end of DROP – other than through loan provisions. This dollar amount will be included in the employee’s compensation for retirement benefit calculation purposes (FRS).
- Terminal Sick Leave Pay – Employees will transfer 100% of their accrued sick leave into their Bencor Special Plan account either upon entering DROP program or upon final separation of service from the School Board of Sarasota County, subject to contribution limits. Any excess amount will be paid to the participant, subject to all applicable taxes. For any employee extending their DROP election, 100% of their sick leave will be paid out at the end of 5 years and 100% at the end of each extension.

Employees terminating prior to the fifth year of DROP will have 100% of their remaining eligible sick leave balance paid into the Plan, subject to contribution limits. Any excess amount will be paid to the participant, subject to all applicable taxes. This allows employees to take maximum advantage of Federal tax law.

Any employee participating in the DROP program that elects to transfer their allowable accrued sick leave into the Bencor Special Pay Plan account will be allowed to process in-service withdrawals, distributions or rollovers, at no cost to the Board.

APPENDIX L – JOB CLASSIFICATIONS

Please Note: This list is not all inclusive and will change periodically.

<p>Aides Exceptional Student Education Autistic Aide</p>

Exceptional Student Education Teacher Aide
Library/Media Aide
Monitorial Aide I
Paraprofessional Aide III
Paraprofessional Aide III, Adult Education-12 Month
Paraprofessional Aide III, ESOL
Paraprofessional Aide III, Interpreter
Paraprofessional Aide III, Job Coach
Pre-School/Child Care Aide
Teacher Aide I
Teacher Aide II
Transition/Employment Trainer
Truancy Worker
Vocation Rehabilitation Employment Specialist
College and Career Center Coordinator
Paraprofessional Aide Behavior Technician

Construction

Building Code Inspector
Building Information Manager
Plan Room Specialist
Planning Technician

Curriculum

Cataloger
Library Automation System Technician
Media Technician
Multi-Media Technician
Digital Instructional Materials Technician

Custodial

Custodian
Food Service Assistant/Custodian
Head Custodian
Lead Custodian 12 Months

Finance

Accountant, Degreed
Accountant, Degreed (Finance)
Accountant, Degreed (Food/Nutrition Services)
Accountant, Degreed (Payroll)
Accountant, Non-Degreed
Accounts Payable Special Projects Specialist
Benefits Specialist
Bookkeeper Specialist
Finance Specialist
Financial Specialist, Food & Nutrition Services

Finance (continued)

Internal Accounts Specialist
Operations Specialist
Payroll Specialist
Retirement Specialist

Food & Nutrition Services

Buyer/Quality Control Manager, Food Services
Equipment Repair Technician
Food Service Assistant I
Food Service Assistant I/Custodian
Food Service Assistant II
Manager Intern
Manager, Food & Nutrition Services
Operations Facilitator
Resource Manager
Special Events Manager/Manager, F&N Services

Health

Certified Occupational Therapy Assistant
Clinic Aide
Nurse, Licensed Practical
Nurse, Registered

Information Services

Administrative Computer Software Specialist
Archibus Database Facilitator
Audio-Visual Lead Technician
Audio-Visual Technician
Business System Assistant
Business System Coordinator
Business System Support
Computer Network Manager
Computer Network Specialist
Computer Operator
Computer Programmer-COBOL
Computer Programmer-Web/PC Systems
Computer Repair Specialist
Computer Repair Technician
Data Management Coordinator
Database Coordinator
Database Engineer
District Data Support Assistant
District Data Support Coordinator
Electronic Data Technician
Information Transport Installer
Instructional Technology Technician
Instructional Television Program Technician
ITFS/Cable Production Technician
ITFS/Cable Program Specialist
ITV Production Specialist
LAN Technician

Information Services (continued)

Production Specialist, ITV/Cable
Project Management Coordinator
Project Management Support
Senior Engineer/Telecomm

Senior Network Engineer
Signal Systems Specialist
State Reports Coordinator
Statistical Data Analyst
System Administrator
Technician, Research & Statistics
Technology Support Coordinator
Technology Support Professional
Telecommunication System Coordinator
Telecommunications System Technician
Telephone Technician

Materials Management

Buyer Assistant
Delivery Clerk/Warehouse
Delivery Clerk/Warehouse/Record Retention
Digital Document Technician
Fixed Assets Inventory Control Technician
Inventory Control Technician
Offset Pressman
Purchasing Buyer
Purchasing Services Specialist
Records Technician/Record Retention
Senior Purchasing Buyer
Warehouse Specialist

Maintenance

Cabinet Maker
Carpenter
Carpet/Tile Repairman
Commercial Equipment Repair Mechanic
Electrician
Electro-Mechanical Gas Equipment Technician
Energy Management Control Specialist
Equipment Mechanic
Equipment/Appliance Repair Technician
Grounds Helper
Groundsperson
HARV Maintenance Mechanic
HARV Technician
Health Safety Specialist
IEQ/Safety Specialist
Indoor Air Quality Specialist
Lead Locksmith
Locksmith
Maintenance & Operations Support Specialist
Multi-Trade Lead Person

Maintenance (continued)

Multi-Trade/Electrical Lead Person
Multi-Trade/Plumbing Lead Person
Painter
Painter (Leadman)

Pest Control Technician
Plumber
Roofer
Trades Helper
Utility Maintenance

Office

Administrative Assistant II
Administrative Assistant II, Bilingual
Administrative Assistant II, Department of Safety and Security
Administrative Assistant II, PALS
Administrative Assistant II, Print Shop
Administrative Assistant II, Purchasing
Administrative Assistant II, School Choice
Administrative Assistant II/Bookkeeper
Administrative Assistant III
Administrative Assistant III, Curriculum & Instruction
Administrative Assistant III, Preschool Director
Administrative Assistant III, Purchasing
Administrative Assistant III/Bookkeeper
Administrative Assistant III, Bookkeeper, Communications & Community Relations
Administrative Assistant III/Bookkeeper, Construction Services
Administrative Assistant III/Bookkeeper, Curriculum & Instruction
Administrative Assistant III/Bookkeeper, Fixed Assets
Administrative Assistant III/Bookkeeper, Purchasing
Attendance Clerk
Bookkeeper Service Response, Facilities Services
Bookkeeper, Elementary & Middle School
Bookkeeper, High School
Bookkeeper, Instructional Media
Bookkeeper, Instructional Trainer
Bookkeeper, Pupil Support
Bookkeeper, Transportation
Bookstore Manager
Bookstore Operator, STC
Business Technology Education Secretary
Certification Specialist
Charter School Assistant
Classified Specialist, Adult & Community Education
Classified Specialist, Adult/Technical
Director's Secretary/Facility Services
Driver Improvement Program Registrar
Employment Specialist
Financial Aide Specialist, Vocational/Technical
Financial Aide, Vocational/Technical
Graphic Designer
Human Resources Specialist (Retention)
Information Specialist

Office (continued)

Media and Instructional Materials Support
Media Track Tech Support
Outreach Specialist
Procurement & Record Document Specialist

Purchasing Secretary
Purchasing Service Assistant
Registrar
Registrar/Bookkeeper
Registrar Coordinator
Secretary I
Secretary I - Bilingual
Secretary I – Media and Instructional Materials
Test Coordinator
Test Distribution Center Clerk

Safety & Security

Background Processor
Campus Security Monitor
Central Security Lead Monitor
Central Security Monitor
Inventory Control Accountant
Mailroom Shipping/Receiving Clerk
Regional Campus Security Monitor
Security Systems Lead Technician
Security Systems Network Engineer
Security Systems Technician
Switchboard Operator

Transportation

Bus Aide/Bus Attendant
Bus Driver
Bus Driver/Delivery Clerk
Bus Washer
MAPNET Technical Support Operator
Mechanic (Leadman)
Mechanic
Mechanic's Assistant
Paint and Body Person
Parts Manager
Upholstery Technician