

**AGREEMENT**  
**BETWEEN**  
**THE SCHOOL BOARD**  
**OF HIGHLANDS COUNTY**  
**AND**  
**THE HIGHLANDS COUNTY**  
**EDUCATIONAL SUPPORT**  
**PROFESSIONALS**  
**ASSOCIATION**

**2022-2025**

**APPROVED SBHC**  
December 19, 2023

**HCESPA RATIFIED**  
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## **ARTICLE I: RECOGNITION**

The Association is the exclusive bargaining agent in matters relating to hours, wages and terms and conditions of employment for the bargaining unit of educational support Employees of The School Board of Highlands County as defined by the Public Employees Relations Commission.

The Board is the duly elected representative of the people. Other Employees not represented by a bargaining agent will be the sole concern of the Board.

All rights, privileges and benefits granted to the Association in this Agreement shall pertain exclusively to the Association so long as it remains the certified bargaining agent. No other organization representing or claiming to represent members of the above defined bargaining unit shall be allowed the rights, privileges and benefits provided to the Association by this Agreement.

### **A. DEFINITIONS**

1. "Administration," shall refer to those persons who have a managerial, supervisory and/or administrative relationship with Employees of The School Board of Highlands County.
2. "Association," shall mean the Highlands County Educational Support Professionals Association (HCESPA), the exclusive bargaining agent, representing members of the bargaining unit as defined by PERC.
3. "Board," shall refer to The School Board of Highlands County.
4. "Day," shall refer to working day, exclusive of Saturdays, Sundays, and legal holidays.
5. "Emergency," shall mean a sudden, unexpected happening, an unforeseen occurrence, or condition which calls for immediate action.
6. "Employee," shall refer to all educational support personnel represented by this Association in the bargaining unit as defined and certified by the Public Employees Relations Commission (PERC).
7. A "Grievance" is defined as an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.
8. "Grievant," is an employee, a group of employees, or the Association filing a grievance. In such cases where the Association is the Grievant, the grievance shall be filed at Level 2.
9. "Paraprofessional(s)" shall refer to unit Employees holding positions as "aides." The terms are interchangeable as long as they do not modify any substantial provision of the agreement.

10. "Reassignment," shall mean the moving of an Employee from one position in a classification to a different position in the same classification, or to a different position in a different classification having the same pay grade, regardless of the location of the position.
11. Immediate Family: Spouse, parent, step-parent, sibling, child(natural/adopted/step), grand-parent, grandchild and in-laws of the same.
12. "School District," shall refer to The School Board of Highlands County.
13. "Seniority" is defined as the beginning date of continuous employment with the district in the bargaining unit or if an Employee leaves the unit for another position in the district and returns to a position in the bargaining unit, his/her seniority will be the original date of employment in the bargaining unit.
14. "Superintendent," shall refer to the Superintendent of Schools in Highlands County or his/her designee.
15. "Transfer," shall refer to the movement of the Employee to a different duty station.
16. "Work Day" shall mean the hours a person works each day.
17. "Work Year" shall refer to the number of days specified in an Employee's contract.
18. "Assistant Site Manager" (Assistant Lunchroom Manager) shall refer to Employees holding the position of assistant cafeteria managers at middle and high schools and food service aides at elementary schools.
19. Break in Service: A separation of employment or "break in Service" constitutes as the following:
  - a. Employee submits a written resignation\*; Board action complete; benefits cease
  - b. Employee submits written retirement paperwork; Board action complete
  - c. Employee is non-renewed at the end of a school year and is not hired for a new position within the 30<sup>th</sup> student contact day of the following school year benefits cease
  - d. Employee is dismissed during probationary period
  - e. Employee is terminated by Superintendent of Schools/School Board

\*If Board action has not taken place, a resigning employee may request to rescind their decision; there would not be a break in service; benefits would not be terminated.

## **ARTICLE II: NEGOTIATION PROCEDURES**

- A. Both parties agree to meet at reasonable times and places to reach agreement in accordance with applicable, Florida Statutes. During the course of negotiations, the parties agree to make proposals and counter proposals. Articles or groups of articles (packages) tentatively agreed to shall be initialed by each party and dated.
- B. Negotiations shall begin no later than thirty (30) calendar days prior to the expiration date of the current Agreement unless both parties agree to an alternate date.
- C. The Board agrees to furnish the Association available public information when requested by the Association for developing negotiations proposals.
- D. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. When the teams agree that negotiations will be conducted during regular work hours, line of duty leave (paid) shall be provided for the Association's negotiating team members only when the meeting is required by the Board's representative.

### **E. LAW SUPERSEDES THIS AGREEMENT**

The Association and the Board agree that this Agreement, or any part thereof, shall not be interpreted so as to abridge or in any way usurp the authority and power of the Board as established by constitutional provisions of State Board of Education regulations or statutes existing at the time of this Agreement. And further, the Board shall be relieved of compliance with any term or conditions of this Agreement if such compliance is contrary to any constitutional provision or State Board of Education Regulations or statutes in effect or enacted subsequent to the signing of this Agreement.

### **F. CONSTITUTES ENTIRE AGREEMENT**

The Association and the Board agree that this Agreement constitutes the entire agreement between the parties with respect to wages, hours, and terms and conditions of employment for the unit members covered by this Agreement.

If any section of any policy, procedure, guideline, handbook, or administrative directive is in conflict with the provisions of this contract, that section (item) shall be null and void.



## **ARTICLE III: EMPLOYEE RIGHTS**

### **A. BOARD AND MANAGEMENT RIGHTS**

#### **1. BOARD RIGHT TO FORMULATE AND SET POLICY**

The Association agrees that the Board has the exclusive right and responsibility to formulate and set policy concerning matters of, but not limited to, the functions and programs of the Board, standards of service, the Board's budget, curriculum, utilization of facilities, the organizational structure of the schools, and the selection, promotion, direction, or dismissal of personnel, subject to prevailing provisions of this contract when it is not in conflict with State Regulations and the Laws of Florida and the United States.

#### **2. EMERGENCY POWERS OF THE BOARD**

The Association agrees that the Board and/or Superintendent has the exclusive right and responsibility to take whatever actions are necessary within existing statutes and the provisions of this agreement when it is not in conflict with the State regulations and the laws of Florida and the United States to fulfill the mission of the Board in emergency situations.

#### **3. MANAGEMENT RIGHTS**

It is the right of the Board to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operation. It is also the right of the Board to direct its Employees, take disciplinary action for proper cause, and relieve its Employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude Employees or their representatives from raising grievances should decisions on the above matters have the practical consequences of violating the terms and conditions of this collective bargaining Agreement. The parties agree that nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Florida School Laws or any other laws or regulations, including the right to manage and direct the work forces, including the right to hire, promote, suspend, discharge and demote Employees, transfer Employees, assign work, including extra duties to Employees, subcontract, institute new and/or improved methods or changes therein, determine the size of the work force and to lay off Employees, except rights which are clearly and expressly relinquished in this Agreement. The parties recognize that it is the sole right of the Board to hire all Employees and to determine their qualifications.

## **B. EMPLOYEE RIGHTS**

The Board, pursuant to Florida Statutes or the Florida Statutes and the Public Employment Relations Act of 1974, hereby agrees that every Employee of the Board shall have the right to freely choose to organize, join and support the Association for the purpose of engaging in negotiations and other concerted activities for mutual aid and protection. Nothing contained herein shall be construed to deny or restrict to any Employee such rights and responsibilities as he/she may have under Florida Statutes or other applicable laws and regulations.

## **C. DISCIPLINE**

- a. It shall be the Board's usual practice to follow a course of progressive discipline at all worksites except in cases requiring immediate action, as determined by the administrator/supervisor. The Board shall follow a policy of corrective and progressive discipline whereby less severe forms of discipline are issued prior to resorting to the imposition of more severe sanctions for the same or similar conduct. However, management has the right to proceed directly to more stringent disciplinary consequences based on the seriousness of the offense.
- b. A letter of Expectations of Behavior, which is not discipline and not grievable, may be issued any time administrations feels an issue warrants it to bring attention of a concern to the employee. Discipline of an employee will be progressive. Progression will be as follows:
  1. Verbal warning (may include written summary, but not to become part of the employee's personnel file;
  2. Written reprimand following a conference to see information from all parties;
  3. Suspension without pay for up to five (5) days;
  4. Termination

Serious first offenses may result in an immediate, strong consequence up to and including termination.

- c. The Board and Association understand that the administration may need to investigate and/or discipline a member of the bargaining unit. During any type of disciplinary related procedure/meeting, all parties involved shall behave in a professional manner that promotes communication and understanding.
- d. In a meeting in which the employee believes that discipline may follow, the Employee may request representation. When a request for representation has been made, the meeting shall stop and not

resume until a representative shall have the opportunity to be present. The Employee shall have the opportunity to provide rebuttal, witnesses, or other forms of evidence prior to completion of the investigation.

- e. The Superintendent has the authority to impose suspension without pay of up to five (5) workdays. The School Board must approve any suspensions without pay for more than five (5) workdays or a termination.
- f. Employees who have continuous employment status may be terminated only for just cause.
- g. Except in instances requiring immediate action by the supervisor, as in cases of safety concerns, no Employee will be verbally reprimanded in the presence of students, patrons, or peers. When a principal or supervisor feels it is necessary to correct or discipline an Employee, that action should take place in a conference at the end of the duty day when possible. This provision in no way prevents the Employee from having representation in a conference with a supervisor. The employee shall have an opportunity to respond to the allegations or complaint during the investigation, and will be allowed two (2) days following the initial event conference, to submit a written response to be included in the file. In no situation will an employee be required to provide their written response on the date of the conference gathering investigative facts. This does not relieve the employee the responsibility of attending a requested meeting. This does not prevent the supervisor from gathering pertinent information from the Employee prior to the Employer's written response.
- h. At the end of any investigation, if no wrongdoing was confirmed or a finding of unconfirmed, the Employee shall be notified within 5 days that the investigation has ended, and no discipline will result.
- i. Notation for the record of verbal or oral reprimands at the work site level shall be considered as no longer valid after a period of two (2) years.
- j. A copy of a written reprimand will be hand delivered to the Employee by the management representative responsible for that reprimand. The Employee shall sign the reprimand letter. The Employee's signature indicates receipt only, not agreement with the items in the written reprimand. If an Employee who is to receive a written reprimand is absent from work or cannot be located, a copy will be mailed to his/her last known address by certified mail, return receipt requested.

## **D. SENIORITY**

1. Seniority is defined as the length of continuous full-time service in the bargaining unit.
  - a. Seniority shall begin to accrue from the first day worked in the bargaining unit.
  - b. Seniority shall accrue for the time an Employee is on active pay status or is receiving workers comp benefits.
  - c. Time spent on inactive pay status (unpaid leave) shall not contribute to the accrual of seniority but shall not be a break in seniority.
  - d. Employee shall accrue 1 year seniority for each year served; no Employee shall accrue more than one year seniority in any given year.

### **2. TIE IN SENIORITY**

- a. A tie in seniority shall occur when two or more Employees have the same amount of seniority credit as determined by the seniority list.
- b. Ties in seniority shall be broken by the following method to determine the most senior Employee:
  1. The Employee with the first day worked
  2. The Employee with the earliest date of hire, then
  3. By drawing a name. This shall be done in the presence of an Association Representative.

### **3. LOSS OF SENIORITY**

Seniority shall be lost when an Employee retires, resigns, is terminated for cause, or otherwise leaves the employment of the District.

### **4. SENIORITY LIST**

The seniority list shall be maintained by the office of Human Resources and a copy of this list shall be made to HCESPA President upon request.

### **5. CORRECTION OF INACCURACIES**

Employees becoming aware of inaccuracies regarding seniority shall present their concern in writing to the office of Human Resources. This department will have thirty (30) days to conduct an investigation and submit the correct findings to the Employee.

## **F. ASSOCIATION RIGHTS**

### **1. USE OF FACILITIES**

The Association may use school facilities and equipment for meetings provided that the union has been given approval for use of the facilities, that the meetings are to be conducted after the unit member's working day is completed and that the Association must pay the established rental and custodial fee as determined by the Board for the use of the facilities. The Association will indemnify, defend, and hold the Board harmless against any and all claims, demands, suits or other forms of liability that result from the use of such facility or equipment. In addition, the Association shall be responsible for any damage occurring to the facility or equipment.

### **2. COMMUNICATIONS**

- a. The Association shall be permitted to post official notices of activities and meetings of Association concern on the District-Wide announcements and the district's electronic bulletin board upon approval by the district and within the Board approved MIS Policy and Procedure Manual prior to posting.

A bulletin board will be furnished by the Association and limited in size to Nine (9) feet square and to be placed in a location designated by the building Principal or site supervisor. There will be no posting of materials of a political nature on the Association's bulletin board. Upon request, the district will provide the Association with an electronic directory of all bargaining unit members' email addresses twice each year in September and February.

- b. The Association agrees communications using Board equipment and facilities will be used for legal purposes in communications with the members of the bargaining unit, and that the communications will not be critical or derogatory of the Board or Board representative or contain anything which violates or has the effect of violating the law, rule, or regulation.
- c. The Association shall be permitted to distribute Association materials clearly identified as such in site mailboxes of unit members.
- d. The Association shall be granted the use of the district internal communication system(s) and courier system for the purpose of posting the ratified collective bargaining agreement and other subjects, agreed upon by the HCESPA President and Superintendent, that have a mutual benefit to the educational system.

### 3. ACCESS TO MEMBERS

Duly authorized representatives of the Association and their representative affiliates shall make prior arrangements with the Employee's supervisor to transact official Association business on district property, during scheduled working hours provided that such visits shall not interfere with or interrupt district operations.

### 4. INFORMATION

The Board agrees to make available specific public information on file, as defined by Florida Statutes, within at least ten (10) days from the time of the request. Inspection, examination and the cost of duplication of such information shall be in accordance with the provisions of Florida Statutes.

### 5. ASSOCIATION LEAVE

Full time officers of the Association who are employed by the Board may be granted, upon request, an extended leave of absence as defined by School Board policy. The Association president or designee(s) may be granted personal leave without pay for the purpose of Association business.

For the FEA Delegate Assembly, professional leave will be granted with pay; the Association will reimburse for substitute costs at 50% up to 10 slots and 100% reimbursement over 10 slots. This provision is valid provided the FEA Convention date is not a student holiday.

### 6. PRESIDENTIAL RELEASE TIME

The President of the Association, or his/her designee upon request will be granted ten (10) days per year of professional leave, for purposes of Association business. The Association shall fully reimburse the Board for the cost of substitutes. A day in this section shall mean eight (8) hours.

### 7. PINS/EMBLEMS

No Employee shall be prevented from wearing pins or emblems of membership in the Association or its affiliates unless such wearing of pins or emblems of membership impairs the learning process.

## **ARTICLE IV: GRIEVANCE PROCEDURES**

### **A. DEFINITION AND GENERAL CONDITIONS**

1. A grievance is defined as an alleged violation, misinterpretation or misapplication of any provision of this Agreement.
2. Exclusivity: The right to process grievances, including but not limited to, the right to arbitrate shall be granted to the Association as the sole and exclusive bargaining agent and shall not be granted to any other Employee or professional organization except as provided for in F.S. 447.307.
3. Nothing in this Article shall be construed to prevent any Employee from presenting his/her own grievance, provided the Association has been given the first right of refusal to process the grievance. The Association will be given the opportunity to be present at any meeting calling for the resolution of a grievance.

### **B. LEVELS OF THE GRIEVANCE PROCEDURE**

#### **INFORMAL**

In the event that an Employee believes there is a basis for a grievance, the Employee shall first discuss the alleged grievance with the immediate Supervisor either personally or accompanied by an Association representative, if requested by the Employee. Such discussion shall take place no more than twenty (20) days following the grievant's knowledge of the incident which is the basis of the grievance.

#### **LEVEL I.**

In the event the matter is not resolved informally, the grievant or grievant's designated Association representative, provided the grievant signs the form, may file a formal grievance on the prescribed form, within ten (10) days. (See Appendix B) The grievant(s) or designated Association Representative, shall submit the signed grievance form to the Supervisor or Administrator. Within ten (10) days of receipt of the grievance the supervising administrator shall contact the grievant and/or Association Representative in an effort to resolve the grievance. The supervising administrator shall indicate in writing the disposition of the grievance within ten (10) days after such meeting to the grievant(s) and/or designated Association representative if any.

## **LEVEL II.**

If the grievant(s) is/are not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) days of such meeting, the grievant and/or his/her designated Association representative shall file a copy of the grievance with the Superintendent. Within ten (10) days the Superintendent or the Superintendent's designee shall meet with the grievant and/or the designated Association representative in an effort to resolve the grievance and shall indicate the disposition of the grievance in writing within ten (10) days of such meeting and shall furnish a copy to the grievant(s) and /or the designated Association Representative.

## **LEVEL III.**

If the grievant/Association is not satisfied with the disposition of the grievance from the District level II hearing, the grievance may be referred to mediation. The grievant/Association and the District may mutually agree to submit a grievance to mediation. The grievant/Association shall notify the District in writing within six (6) duty days of the conclusion of Step II of the grievant/Association's desire to refer the grievance to mediation. The District shall respond to the request for mediation within six (6) duty days of the written request.

- a. Within six (6) duty days following the agreement of mediation, the grievant/Association shall request mediation services with FMCS. The mediation conference shall be scheduled at a mutually convenient location and time.
- b. There shall be one designated spokesperson from each party at the mediation conference.
- c. The mediator shall have the authority to meet separately with either party, but shall not have the authority to compel the resolution of a grievance.
- d. The presentation of facts and considerations shall not be limited to those presented at Step II of the grievance procedure. However, new information shall be shared between the parties prior to the mediation conference. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made.
- e. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance solely for the purpose of statistical analysis.
- f. Any fees and expenses shall be shared equally by the parties.



- g. Resolution through such mediation shall be reduced to writing and signed by all parties to the grievance.

#### **LEVEL IV.**

In the event that the grievant is not satisfied with the disposition of the grievance at Level II/III, or if no disposition has been made within the time limits as provided for in, Level II, the grievant and/or Association may submit the grievance to arbitration, using the American Arbitration Association or Federal Mediation and Conciliation Services. Such request shall be filed with the Superintendent no later than fifteen (15) days after the Superintendent's response was due in Level II of the grievance procedure.

The arbitrator shall have no power to add to, subtract from, modify or alter the terms of this Agreement. The arbitrator shall have no authority to consider or rule upon any matter which is stated in the Agreement "not to be subject to arbitration" or which is not specifically covered by this Agreement; nor shall this collective bargaining Agreement be construed by an arbitrator to supersede applicable laws in existence at the time of this Agreement. The arbitrator may not issue declaratory or advisory opinions and shall be confined exclusively to the question which is presented.

The arbitrator shall render the decision in writing within thirty (30) days, or as soon as possible after the arbitration hearing, and shall furnish a copy to all parties. All parties agree that the decision of the arbitrator be final and binding.

#### **C. TIMELINES**

Timelines for all levels shall continue through the summer for days the district is open. Timelines shall not continue through breaks around holidays nor during spring break.

#### **D. EXTENSIONS**

Either party may be granted a one-time extension of time confirmed in writing within the original time limits beginning at Level I. Additional extensions may be granted by mutual agreement of the parties.

#### **E. COST**

The fee of the arbitrator shall be shared equally by the Board and the grievant(s) and/or the Association.

**F. ADJUDICATION**

Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.

**G. FAIR TREATMENT**

Any Employee who participated or intends to participate in any grievance as described herein shall not be subjected to discipline, reprimand, warning, reprisal, or non-renewal of contract because of such participation or intention.

**H. END OF THE YEAR**

Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

**I. ILLNESS AND INCAPACITY**

Whenever illness or other incapacity of the grievant prevents his presence at all grievance meetings, the time limit shall be extended to such time that the grievant can be present.

**J. MEETINGS AND CONFERENCES**

When such grievance meetings and conferences are held during school hours, all Employees whose presence is required by the Board shall be excused with pay for that purpose.

**K. FILES**

All documents, communication, and records originating as a result of the filing of a grievance shall be treated as confidential and filed in a separate grievance file and shall not be kept in the grievant's official personnel file.

**L. WITHDRAWAL**

Nothing in the Agreement shall prevent an individual grievant or the Association from withdrawing a grievance at any Level of the process without prejudice.

**M. NON-RESPONSE**

Failure of the grievant to proceed with the grievance within the times herein provided shall result in the dismissal of the grievance. Failure of the Superintendent or his/her representative to take the required action within the times provided shall entitle the grievant to proceed to the next Level on this Grievance Procedure.

## **N. REPRESENTATION**

The grievant may have a witness and/or may have an Association representative at all Levels.

The grievant must be present at all steps of the grievance.

## **O. RESPONSIBILITIES DURING GRIEVANCE PROCESSING**

The filing of a grievance shall in no way interfere with the right of the Superintendent to proceed to carry out his/her management responsibilities, subject to the final resolution of the grievance. The Employee shall abide by the management's decision involved in any grievance, prior to and during the time the grievance has been filed and shall not discontinue his/her duties prior to and during the time a grievance is being processed.

1. No materials shall be placed in an Employee's personnel file until the timelines have expired to file a grievance, or, in the event a grievance is filed, until the grievance/arbitration process is exhausted.
2. In a grievance resolution that results in a change of procedure that affects more than one member of the bargaining unit, the Superintendent will forward the amended procedure to the president of HCESPA.
3. Any grievance resolution involving a grievant not represented by the Association shall be subject to the terms and conditions set forth in this collectively bargained agreement.

## **ARTICLE V: PAYROLL DEDUCTIONS**

### **A. DUES DEDUCTIONS**

Any Employee who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association. Such authorization shall continue in effect from year to year. A member of the Association, upon thirty (30) days written notification to the Association and Board, may terminate membership in the Association. Pursuant to such authorization, the Board shall deduct the amount authorized in writing by the president of the Association from the regular hourly wages check received by the Employee in the calendar month following the date of authorization. The deductions shall be remitted no less frequently than monthly to the Association.

Upon termination of employment, the Board shall deduct the last month's unpaid Association dues from the remaining paycheck(s) if sufficient funds are available. Any request for discontinuing payroll deduction of membership dues by a member shall be forwarded to the Association. The Association shall notify the Board when they are to drop a member from the membership roll.

## **B. SAVE HARMLESS CLAUSE**

The Employee waives any right and claims to said monies so deducted and transmitted in accordance with this payroll deduction authorization and relieves the School Board and all of its officers from any liability therefore. The Association waives any right and claims to said monies so deducted and transmitted in accordance with this payroll deduction authorization and relieves the School Board and all of its agents from any liability therefrom.

## **C. OTHER DEDUCTIONS**

Upon appropriate written authorization from the Employee, the Board shall deduct from the wages of any Employee and make appropriate remittance for annuities, credit union, insurance, or any other plan or programs jointly approved by the Association and the Board.

Authorization of due(s) deduction for an Employee shall continue from year to year, as long as the Union has dues deduction rights, unless the Employee revokes his authorization or terminates for any reason.

The Union shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Board for the purpose of complying with this request.

No Employee will be permitted to change the number of deduction(s) or the amount per check deducted during the current school year (unless a request to stop deductions is made). The amount of this deduction will be transmitted to the Association monthly.

The Board and the HCESPA agree to provide bargaining unit members a payroll slot for BMG Money, Inc. There will be no cost to the school board for this benefit per contract with BMG.

This provision will become effective on or before July 1, 2017.

## **D. PAYROLL DATES**

If corrections in the net pay amount are necessary, it may involve an adjustment (credit or debit) to the employee's bank account. If the adjustment is past the regular scheduled check date then the employee's written consent will be obtained before the adjustment is made.

This language does not mean an employee is not required to pay back funds owed to the district.

**ARTICLE VI: WORKING CONDITIONS**

**A. EMPLOYEE WORK DAY**

1. DEFINITIONS:

- a. Full-time Employee: Four (4) or more hours per day and a minimum of 20 hours per week.
- b. Part-time: Less than full time.
- c. The School Board does not, as a result of this definition, intend to generally reduce the health care benefits of Employees except in accordance with the provisions of Florida law.
- d. Management will attempt to reduce the impact of the definition of full time Employee through reassignments and increases in duty hours, to the extent possible or feasible.

2. CLASSIFICATIONS:

The classifications of the Bargaining Unit shall be as determined by the Public Employees Relations Commission (P.E.R.C.).

**B. EMPLOYEE WORK YEAR**

1. The minimum contract year for Employees will be as follows:

Bus operators	183 Days + 2 Paid Holidays
Food Service	183 Days + 2 Paid Holidays
Paraprofessionals	183 Days + 2 Paid Holidays
10 Month Clerks/Secretaries	190 Days + 6 Paid Holidays
10½ Month Clerks/Secretaries	200 Days + 6 Paid Holidays
11 Month Clerks/Secretaries	210 Days + 6 Paid Holidays
12 Month Employees	248 Days + 8 Paid Holidays

Paid holiday for each classification will come from the following:

July 4<sup>th</sup>, Labor Day, Thanksgiving (2 days), Winter Break (days to be determined), New Years Day, MLK Day and Memorial Day. Specific holidays may change from year to year based on the official Board adopted calendar. The Association shall have 2 seats on the District Calendar Committee.

The Board may change the work year; subject to the Association's right to bargain over the effects of such changes.

## 2. Probationary Period

All full-time educational support employees will serve an initial probationary period of one year from date of hire. The employee will be evaluated two times during the probationary period. One additional probationary period of up to 1 year, in lieu of non-renewal, may be requested by an evaluator if the evaluation indicates the need or if a new evaluator has been assigned within the previous three months. The employee shall be informed that they may request a discussion with the HR Director and the Association President.

An Employee employed seventy-five percent (75%) of their contract period shall receive credit for a full year of experience toward continued employment status.

## C. CLOTHING AND TOOLS

1. The Board agrees to furnish all required common-use tools or equipment, except for automotive mechanics.
2. Uniforms shall be ordered within thirty (30) days of the start of the school year for Employees having full time employment status for the current year. Uniforms for new Employees shall be ordered within fifteen (15) days of the completion of the probationary period. The approved uniform furnished by The Board must be worn while on duty. If uniforms are found to be defective, they will be exchanged for appropriate ones as soon as possible. Similar clothing to the uniforms shall be worn by Employees who have not received uniforms. Employees will be allowed to order long sleeve shirts.
3. Automotive mechanics must provide their own tools. The Board shall provide all specialized equipment and heavy air tools used at the garage. The Board may repair or replace any smaller air tools or unusual tools mechanics have purchased to improve or speed repairs to the vehicles of the School District.

The Board will pay an annual tool allowance of \$600.00 to each full-time automotive mechanic (any auto mechanic working 131 days or more is considered full time). Each mechanic receiving this allowance must provide receipts or other proof that the allowance was paid to a bona fide \*tool vendor including, but not limited to, "Snap-On", "Matco", "NAPA", "Sears", "MAC", etc.).

Automotive mechanics who take their personal tools home between work shifts are responsible for bringing them back for their next work shift.

4. The Board agrees to keep on the work site, for use by custodial Employees, protective gloves, a minimum of two (2) pairs of rubber protective boots per building, smocks or aprons, eye protectors and other

necessary items, when required to handle hazardous chemicals and cleaning agents. Maintenance workers using hot tar and roofing materials will be furnished specialty apparel including arm guards and shoes not to exceed one time annually. Unless shoes-arm guards or protective gear becomes defective with wear and no longer protects the Employee from the elements of the job. Unsafe equipment/gear that presents any risk to Employee will be reported and replaced immediately. The Employee shall check out and return the above needed items through his/her immediate supervisor.

#### **D. HEALTH AND SAFETY**

1. No Employee shall be discharged or disciplined for refusal to work in an unsafe or hazardous situation where management determines, pursuant to guidelines of the Occupational Safety and Health Administration, and Federal or State laws or rules requirements there is imminent danger to the Employee's health. Employees shall be notified of and expected to follow all safety procedures established by management including, but not limited to wearing protective clothing, eyewear, and breathing apparatus, provided by the Board. The safety procedures shall be strictly enforced.

Should an Employee need safety equipment, a request must be made in writing to the immediate Supervisor. Such a request shall not be unreasonably denied. The Supervisor should notify the Employee the status of the request within (five) 5 days.

2. The cost of all physical and/or mental examinations and any tests or vaccinations required by the Board for continued employment shall be paid by the Board.
3. The Board shall make every reasonable effort to provide safe working conditions at all job sites.
4. The members of the bargaining unit are aware that the School Board has a policy regarding Employees who have or may have a communicable disease (including HIV infections). Said policy shall be shared with all the members of the bargaining unit at the initial time of employment. The policy of the School Board is not subject to the grievance arbitration provisions of the Agreement.

#### **E. GENERAL**

1. Approved expenses incurred by Employees required to participate in in-service training and/or courses shall be paid by the Board. Written verification of training and/or courses shall be placed in the Employee's personnel file by the Board.

2. Adequate and appropriate facilities (i.e., rest rooms, lounges) shall be made available to all Employees during lunch and all breaks.
3. Telephones shall be made available for use of all Employees.
4. In the event an emergency causes an Employee to be called back to work, and if no Board vehicle is furnished, the Employee's round trip mileage shall be paid from the home of the Employee to the location of the Board's vehicle or the emergency worksite, whichever is appropriate. Rate of mileage reimbursement shall be Board approved rate. The Employee being called back shall be paid 1-1/2 times his normal rate of pay, commencing with time leaving his home and returning home, if in excess of 40 hours per week.
5. No Employee may be under the direct supervision of a Relative if the supervision includes the authority to evaluate and recommend for employment or dismissal.
6. All new Employees shall be provided copies of their job descriptions.
7. All regular full-time Employees shall be guaranteed a duty-free 30-minute lunch period unless an equivalent time is allowed.
8. For Employees assigned to a seven (7) hour or more work day, the District will provide a 15-minute morning and afternoon break. After an Employee is required to work four (4) continuous hours, they will be provided a fifteen (15) minute break.
9. Employees may be required to remain after the end of the regular day/shift for the purpose of attending faculty meetings, school improvement meetings, in-service training, etc. Meetings shall be limited to two (2) per month of a duration no longer than forty five (45) minutes in length. If the supervisor requires attendance, Employees shall be paid their appropriate hourly rate or have their work day adjusted in accordance with the Fair Labor Standards Act. Employees shall be given at least five working days notice of such meetings unless the meeting is an emergency.
10. The parties agree that unless jointly approved, in-service training for transportation department Employees will not be scheduled on non-student attendance days. This excludes the contracted pre-school days.
11. When it is determined by the designated supervisor and approved by the Superintendent that a qualified Employee be temporarily assigned to act in a higher paid position, compensation will be at step zero of the higher pay grade or at least 50 cents an hour over the current rate of pay. This new pay shall begin on the first work day of the assignment.

The intent of this language is not to be used to cover vacation time or sick/personal leave for ten (10) days or less. When such assignment



reaches (11) days the Employee shall be paid retroactive to the first day of assignment until return to regular duty. In such cases, such Employees shall not evaluate or discipline any other bargaining unit member.

12. Employees shall have access to a computer terminal for the purpose of gaining access to information related to their employment. Basic computer classes should be offered each school year for HCESPA bargaining unit members.
13. District Employees shall be issued a photo ID badge for the purposes of identification. Employees who transfer to a different location, have a name change, and/or have a break in service, will be required to have a new photo ID badge issued. The school district's Employee identification number shall be used on documents and the badge for identification purposes. Employees shall wear such ID badges during the regular workday.
14. All employee may be monitored by electronic means, if there is reasonable suspicion that may be used for discipline while on SBHC property or sponsored event.

## **F. ADDITIONAL WORKING CONDITIONS FOR BUS OPERATORS AND ATTENDANTS**

### **1. FIELD TRIPS**

- a. At the beginning of each school year or when contracted, drivers and attendants must submit a field trip sign-up sheet. If a driver or attendant removes themselves from the field trip list, it must be documented in writing by using the same form. Once removed from the list he or she cannot return until the following year.
- b. Field trips shall be assigned to a driver/attendant no more than 15 days in advance and must not interfere with regular routes. Exceptions to this rule will be trips for large events such as Ag Venture.
- c. Field trip assignments shall be from a seniority list by bus compound.
- d. Trips shall be assigned in seniority order starting with the most senior driver/attendant. Once assigned the next most senior driver/attendant moves up for the next available trip. The process will continue through the contracted school year. Summer School field trips routes will be a separate seniority assignment process.
- e. If the next person on the list refuses or is otherwise unavailable they must not be used until their turn comes up again.

- f. Trips must be accepted by the driver/attendant within two (2) hours of notice. Approved leave from duty does not constitute a refusal.
- g. If a trip is assigned and then canceled, the driver/attendant will receive a minimum of one (1) hour show-up pay at the field trip rate. Cancellations due to natural events will be the exception.
- h. Any driver/attendant who fails to report for an assigned/accepted extra trip or who cancels shall be dropped from the contact list for thirty (30) workdays. A verified immediate emergency or illness will halt this action.
- i. Normally, contracted bargaining unit employees shall be assigned field trips except in an emergency where the assigned employees are no-call, no-show, illness or other emergencies. Dispatch will fill emergency trips with the first qualified driver/attendant available.
- j. Schools have the option to use qualified, school based volunteer/coach drivers for field trips.

## **2. ROTATION LISTS**

The rotation list shall include each operator who signs a roster for extracurricular, athletic, or any field trip. The rotation list (by high school attendance area) shall be followed except when an operator is not available in the area or due to cancellation, rescheduling, sickness or unforeseen circumstance. Any operator who refuses more than three (3) trips will be dropped from the contact (rotation) list for sixty (60) work days. Any trip not accepted by an operator within one (1) work days' notice will not be considered a refusal. Approved leave from duty does not constitute a refusal. If a trip is assigned and then canceled the operator will receive a minimum of one (1) hour show-up pay at the field trip driving rate if they were in-route or already at the point of departure.

## **3. COMPENSATION FOR FIELD TRIPS**

- a. Bus operators will be paid for field trips under this section at their regular rate of pay. Extra trips shall be factored for overtime. Operator's compensable time shall begin at the time the operator is required by the employer to report and shall end upon return to the compound with 30 additional minutes given for preparation and all other required duties.
- b. Bus attendants (not driving) will be paid at their regular hourly rate of pay from the time they are required to report until conclusion of all required duties. Qualified bus attendants who drive trips will be compensated on the same basis as bus operators.

- c. Bus operators/bus attendants shall serve as chaperones, perform other assigned (related) duties, or otherwise stay with the bus unless directed by the Director of Transportation/designee.

Employees will be advised of the additional responsibilities expected of them prior to accepting the trip. Declining a trip under these conditions will not count as a trip refused.

- d. While on field trips operators shall not leave the class, team, band, or other group after the destination has been reached unless approval has been given by the sponsor/teacher in charge and the sponsor/teacher knows where the operator will be and how to contact him.
- e. Field trips shall be driven by operators qualified under 6A-3.0141 and 6A-3.015, FAC. Bus operators shall pre-trip inspect any bus they are to drive before any field trip or extra-curricular trip.
- f. The Board will not solicit bids from commercial (private) carriers for school buses for extra trips. Board-owned buses will be used when scheduling and other factors allow. This provision does not preclude the use of vehicles, as defined in Chapter 1006.22 (6) and in 1006.25 (1) (b) Florida Statutes, for extra trips.
- g. Every attempt will be made to keep accumulated trip hours equal for all drivers by year's end. This will depend on operator availability. Dispatchers/supervisors cannot be responsible for trips that exceed planned times, cancellations, rescheduling and last minute occurrences.

#### **4. WORK PROCEDURES**

- a. Bus operator's work day shall begin at the time designated by the employer. One-half hour per day will be allowed for pre-trip inspections, cleaning time, record keeping and fueling. In the event of a bus mechanical breakdown, the operator shall be paid for the time that exceeds their contracted time.
- b. Bus operators shall enforce all rules and regulations regarding students' conduct to the best of their ability and report discipline problems to the appropriate administrator on forms provided by the board. Operators shall be at the bus to supervise the loading and unloading of students at schools.

Each district school board, each district school Superintendent and each school Principal shall fully support the authority of bus operators.

- c. School administrators shall make an effort to notify bus operators of students who have been suspended from the bus on a daily

basis. Bus operators shall also be under the direction of the school administrators/designees while at the school bus ramp. Bus operators shall be under the direction of the Director of Transportation or his designee at all other times, including the designation of stops. Bus operators shall follow all instructions and complete all assignments issued by the above administrators respectively.

- d. Bus operators shall not deviate from their assigned bus routes and stops without the permission of the Director of Transportation or his designee except in case of emergency. Operators will create no permanent change or route or stops without authorization of the above administrator. Bus operators shall not use school buses for personal errands under any circumstances.
- e. Operators shall not give physical punishment to any student nor suspend the transportation of any student. Bus operators may be expected to call parents for discipline issues and they shall be required to be available to participate in student discipline proceedings. Employees who are required to attend student discipline proceedings outside their normal workday shall be compensated for their time for a minimum of one (1) hour at their hourly rate.
- f. Bus operators shall keep the bus clean at all times. The floor of the bus shall be swept at least twice daily, first in the morning after completing all morning trips and again in the afternoon after completing the last trip of the day. The trash container shall be emptied at the end of each school day and the windshield and rear windows kept clean to insure safe visibility.
- g. The Director of Transportation or his designee shall assign a substitute bus to any driver on whose bus repairs will not be completed in time for use on their route. Operators will return these buses to the spare bus area swept, with all windows up and filled with fuel. When any driver uses another operator's assigned bus for any purpose that bus shall be returned in clean and road ready condition as detailed above.
- h. Operators shall at all times operate buses in a safe, prudent, lawful and courteous manner and shall observe the principles of defensive driving.
- i. Operators shall maintain an acceptable driving record in the operation of personal and board-owned vehicles and shall report to the Director of Transportation any school bus accident in which they may become involved and any citation received.
- j. Bus operators and attendants who are absent shall notify the transportation office no later than 4:00 PM whether they will be

able to return to work the next day. Failure to do so will constitute one (1) day personal leave, with pay, to be deducted from the driver's record.

Personal leave without pay will be granted the operator in the event he/she has no personal leave with pay available. Additional violation of this provision shall constitute insubordination. For emergencies after 4 p.m., all bus operators and attendants will be provided an emergency contact and phone number to report the emergency absence.

k. Filling of Vacant Positions in the Transportation Department:

1. Attempts will be made to post vacant routes at least ten (10) days prior to the upcoming work year's orientation day. These routes will be mailed to the Bus Operators and Attendants last known address. All vacant routes that occur during the regular school year will be posted within the Transportation Department only. Postings will be displayed at all Transportation compounds, and the District's electronic job Board. In the event the terms or conditions of the vacant position need to be amended, the original posting will be rescinded and new posting period will begin.

Currently employed operators and attendants will be selected based on District seniority before substitutes or new applicants, provided their evaluations are at least effective and they have not received any discipline above a verbal warning in the past 12 months. However, nothing in this section shall preclude the supervisor from selecting the best qualified candidate for any position.

2. Summer school positions for bus operators or bus attendants shall be posted within the Transportation Department. Currently employed operators and attendants who sign an application roster will receive priority consideration before substitutes or new applicants.
3. Operators or attendants who wish to remain in their current assignment or who wish to be considered for a different assignment may submit a Declaration of Employee Intent form no later than the last day of the regular school year.
4. A bus operator/attendant's position will be considered vacant if the Operator/attendant's assigned to said position is on unpaid leave more than sixty (60) consecutive days. If such Employee returns to work within one year from their first day of leave, they shall be assigned work equal to their hourly guarantee at the time their position was declared vacant. This

provision does not apply to Employees on leave due to Workers Compensation.

I. **RUNNING OUT OF FUEL**

1. Within a one school year period of time, including summer school, an operator that runs out of fuel for the first time shall receive a one (1) day suspension without pay.
  2. A second incident of running out of fuel by a bus operator he/she shall receive a five (5) day suspension without pay within a one school year period of time, including summer school.
  3. The operator shall be dismissed for the third incident of running out of fuel within a one (1) school year period of time, including summer school.
- m. CPR and First Aid Instruction or any other in-service training, if required by the District, shall be provided by the District. Such training shall occur during the Employees' work day or the Employee shall be compensated at their hourly rate of pay. The Employee will be given a 5-day notice as to when the in-service training will be offered.
- n. Additional attendants and/or cameras may be added to buses with problem situations as determined by the Supervisor.

**G. ADDITIONAL WORKING CONDITIONS FOR SKILLED TRADE EMPLOYEES**

First Aid Kits shall be furnished by the Board for each appropriate vehicle, maintenance shop, warehouse, and garage.

**H. ADDITIONAL WORKING CONDITIONS FOR CUSTODIAL EMPLOYEES**

1. Custodial Employees will be required to take in-service training annually in the proper use of supplies and materials and the use and care of equipment.  
The District will advise Employees of the in-service training calendar as soon as it is available.
  - a. No less than once each year, the District will provide additional in-service training for all custodial Employees electing to participate in:
    1. Custodian II Certification
  - b. An Employee who successfully completes the certification program will be promoted to the appropriate level on the hourly wages schedule.

2. Employees are responsible for care and maintenance of all equipment used in the performance of their custodial duties.
3. The principal shall consider present Employees for custodial times prior to advertising a vacancy.

**I. ADDITIONAL WORKING CONDITIONS FOR PARAPROFESSIONALS, CLERKS AND SECRETARIES**

1. Paraprofessionals may be included in faculty/staff meetings.
2. Employees will be compensated for required in-service activities that fall outside the regular workday. If the in-service training is required, the employee shall be paid their normal hourly rate of pay. If the in-service training is optional and approved by administrator, the employee shall be paid per the approved District Salary Schedule.

In-service points will be awarded for in-service training when appropriate. The records for in-service points will be kept at the county office and will be made available, upon reasonable request, to the Employee.

Notification of applicable in-service workshops will be posted. The District will advise Employees of the in-service training calendar as soon as it is available.

3. Two (2) of the workdays for paraprofessionals shall be on in-service days during the regular student school year. The purpose of the Paraprofessionals attendance on these days shall be to receive training.

**J. ADDITIONAL WORKING CONDITIONS FOR FOOD SERVICE WORKERS**

1. Food Service workers will be offered in-service opportunities.
2. An extensive effort will be made to employ substitutes when an Employee is absent. When a food service Employee is absent, and whenever feasible, as determined by the site manager, the assistant site manager will fill in for absent Employees. Employees shall notify the site manager of the next day's absence by the end of the manager's work day. In case of an immediate emergency, communicate the absence as soon as possible to facilitate hiring a substitute. The Employee must notify the site manager of their intent to return to work by the end of the workday prior to return to release the substitutes presently employed. If they do not, they will lose the day of work.
3. It is permissible for administration/supervisors to use food service workers with less than four hours per day/20 days per week, as substitutes in the food service area. It is understood that these Employees shall be exempt from benefits.

4. Job schedules shall be posted in the food service area within ten (10) days of school opening and within five (5) days of any changes.

## **ARTICLE VII: REDUCTION IN FORCE (RIF)**

### **A. LAYOFF**

In the event it becomes necessary for the Board to reduce the number of Employees through layoff from employment, the Superintendent and Board shall proceed as follows:

1. The order of layoff shall be by job classification (see Classified Personnel – Bargaining) and/or specialized duty assignment based on countywide seniority and previous written performance evaluations completed by the supervisors.
2. No qualified Employee with a continuous employment contract shall be laid off prior to laying off all annual contract Employees in the same job classification and/or specialized duty assignment.
3. For the purpose of this Article, seniority is defined as the length of continuous full-time service in the bargaining unit.
4. The Superintendent and the Board shall determine the areas and the number of positions affected in each area in which reduction in force shall be made. The names, sites, seniority status, and job classification of all Employees affected because of a reduction in force shall be given in writing to HCESPA no less than thirty (30) days prior to said reduction.
5. The Employee whose job is being eliminated as a part of a reduction in force shall be notified by certified mail to the last known address on the Personnel Action Form within ten (10) days prior to such reduction.

### **B. RECALL**

1. Any Employee who has been laid off shall be recalled, in inverse order, to the first vacancy in the district for which said Employee is qualified to fill. This recall list shall remain in use for a period of twenty-four (24) months.
2. Employees may be interviewed for any position for which they meet the minimum job qualifications.
3. Within five (5) working days of the receipt of a certified letter of recall, an Employee shall notify the personnel office in writing whether he/she will accept reemployment. Failure to respond to the letter of recall within the time required terminates the Employee's right to recall. It is the responsibility of the laid-off Employee to have an accurate address on file in the Personnel Office.



4. Any Employee re-employed by exercising recall rights shall be reinstated without loss of seniority at the time of layoff.
5. Laid-off Employees are entitled to all rights under COBRA.
6. Pursuant to the above, laid off Employees shall be placed prior to new personnel being hired.

## **ARTICLE VIII: EMPLOYEE EVALUATION**

### **A. PROCEDURE**

Within thirty (30) days after the beginning of each school year, the building principal or appropriate supervisor shall acquaint each Employee directly under his/her supervision with the evaluation procedures, standards, and instruments and advise each Employee as to the supervisors who will observe and assess performance. A complete hardcopy and electronic set of all Employee classifications evaluation instruments shall be provided to the HCESPA president within thirty (30) days of each school year. Evaluation instruments are available upon request.

The purpose of the orientation is to achieve mutual understanding of the evaluation system. No evaluation shall take place until such orientation has been completed. A new Employee or an Employee transferred after the beginning of the school term shall be notified by the appropriate supervisor of evaluation procedures in effect. Such notification shall be within two (2) weeks of the first day in the new assignment.

When the evaluator receives written input or recommendations to use for evaluation purposes the comments will be reduced to writing and a true copy given to the Employee. The Employee will be advised of his or her right to have a response attached to the recommendation document.

1. Each Employee may request a written job description.
2. Each Employee shall receive a written evaluation at least annually. At the Employee's request, the evaluation shall be discussed in a conference between the Employee and evaluating supervisor, which may or may not be held during the duty day. If the supervisor requests a conference, it will take place within the duty day.
3. Where deficiencies are brought to the Employee's attention by his/her supervisor (must improve on Performance Evaluation), the Employee shall be responsible for taking the necessary steps for improving his/her skills to an acceptance level as determined by the principal or supervisor. Recommendations shall be offered the Employee and such recommendations for improvement shall be noted in writing and a signed copy be retained by the appropriate supervisor and the Employee.

Following remediation, reassessment shall be accorded the Employee in compliance with the procedures of Article VIII. If the final evaluation report fails to note specific deficiency, it shall be interpreted to mean adequate improvement has taken place. The professional judgment of the evaluator shall not be subject to the grievance procedure.

Any Employee who believes the evaluation and/or remediation procedure(s) has not been followed may file a grievance on such procedure violation(s).

4. Employees shall acknowledge receipt of their written evaluation by signing at the bottom. Such signature does not necessarily indicate agreement with the content of the evaluation but merely indicates receipt. No Employee shall be required to sign an incomplete or blank evaluation.
5. If the Employee does not agree with any portion of the evaluation report given to him/her, he/she shall have the right to a conference with the evaluator and to attach a written response to the evaluation report within ten (10) workdays of receipt.
6. The Employee shall have the right to know criteria of evaluation before said evaluation is done.
7. No monitoring by electronic devices shall be allowed other than bus cameras.
8. Employees shall not be penalized for appropriate use of accumulated sick/personal leave.

## **B. PERSONNEL RECORDS**

1. An Employee shall have the right, upon request, to review the contents of his personnel file and to receive copies of any documents contained therein. An Employee shall have the right to be accompanied by an Association representative during such review. Further, the Employee shall have the right to authorize, in writing, an Association representative to review his file. The Employee may be charged the usual fee for copy services.
2. When material derogatory to an Employee's conduct, services, character or personality shall be placed in his/her personnel file, the Employee will have an opportunity to review the material prior to it being placed in the Employee's personnel file.

The Employee shall have the right to submit a written answer to such material and such answer shall be reviewed by the Superintendent and attached to the file.

3. The Board or its administrative representatives, including building principals, shall not establish any separate official personnel file which is not available for the Employee's inspection.

## **ARTICLE IX: VACANCIES and TRANSFERS**

### **A. NEW HIRES, VOLUNTARY TRANSFERS AND REASSIGNMENTS**

#### **1. Vacancies to Include Summer School Positions**

When a vacancy is finally declared by the Superintendent in a unit position in the school district, the announcement of the vacancy will be made available through a variety of methods; the District Job Line and the District Web Site.

It is the Board's intention that the best qualified applicant be hired for each vacant position. The Board agrees to give full consideration to the professional background and attainments of applicants for vacancies and supports current Employees for professional growth. A bargaining unit member shall be determined as being qualified by virtue of holding that job title. If the ESP bargaining unit member is qualified for said position, he/she shall be considered to be interviewed by the appropriate supervisor. Applicants that are interviewed shall be notified of the decision by the worksite supervisor.

Summer school vacancies shall be posted to the District website, summer ESP vacancies will be filled with current ESP bargaining unit members who meet the minimum job qualifications and have applied for the position.

#### **2. TRANSFER REQUESTS**

Full-time Employees who have completed one continuous year with the School Board of Highlands County and who desire a transfer or reassignment may at any time submit a written request to the superintendent for transfer. Employees shall include in their request all information relevant to the request. The superintendent shall make the final decision on the transfer.

#### **3. ADVERTISING**

All vacancies are advertised for 10 working days. However, the administrator may review the list of in-house applicants at the end of 5 days. If he/she is satisfied that one of the in-house applicants can satisfactorily perform the job responsibilities, then he/she may close the advertising period at the end of 5 days. He/she would then screen applicants appropriately to be interviewed by the selected interview team. The administrator may request the Department of Human Resources, Recruitment & Professional Development to extend or re-advertise the specific position if deemed necessary.

#### 4. CRITERIA

Applicants to fill vacancies will be solicited first from present Employees. In the event of a promotional opportunity, an effort will be made to select current Employees when such Employees are qualified.

#### 5. FILLING OF VACANCY

In all circumstances the Superintendent shall have the right to make an appointment which will be recognized as a temporary assignment to exist no longer than the end of the school year if allocations permit.

### **B. INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

#### 1. CRITERIA

An involuntary transfer or reassignment may be made in the case of an emergency or to prevent disruption of work or services or as a result of loss of unit allocations. In the case of the loss of unit allocations and/or where an involuntary transfer or reassignment is necessary, an Employee's seniority and satisfactorily meeting minimum qualifications for the position will determine which Employee is to be transferred and/or reassigned.

#### 2. PROCEDURE FOR FILLING VACANCIES

- a. If a position falls vacant and must be filled due to an emergency situation or to prevent undue disruption of work and services, it shall be filled by qualified current Employees as determined by the administrator and Superintendent. Voluntary transfers shall be given first priority.
- b. When involuntary transfers become necessary due to losing one or more allocated units, a list of vacancies of unit positions shall be made available to those Employees being transferred on the basis of seniority. Affected Employees may request the vacant positions in order of preference to which they desire to be transferred.

All such Employees may be given time off for the purpose of visiting sites where the vacant positions exist, with the permission of the administrator and Superintendent.

- c. An Employee being involuntarily transferred shall not suffer a reduction in rate of pay for a period of twelve (12) calendar months or the termination of their contract, whichever occurs first.

### 3. NOTICE

Notice of an involuntary transfer or reassignment shall be given in writing to affected Employees as soon as practical.

a. The Superintendent, shall have the discretion to effect the involuntary reassignment, transfer or change in duty station of any Employee according to the needs of the School District.

b. If work performed by Employees in any unit is to be performed by non-Board Employees, the Board agrees to encourage the employing entity to consider any adversely affected unit Employees for employment in its organization if the Board has been unable to place the Employees in other positions within the School District.

#### c. Retention of Seniority

(1) Employees who are voluntarily transferred to a new job classification shall retain all length of service rights from the former job classification.

(2) Employees who are involuntarily transferred to a new job classification shall retain all length of service rights to the former job classification.

(3) Employees who are voluntarily transferred to a different job classification shall maintain their current placement level in their new assignment.

(4) Employees who are involuntarily transferred by the Board shall maintain their current placement level in their new assignment.

#### d. CEC Employees

(1) All CEC Employees except the transportation Employees will be placed within their home worksite before any annual or new Employees are hired at that site.

(2) In the event that any Employee cannot be placed, the following shall occur:

a.) they shall be placed by seniority in the first vacancy that occurs within their declared high school attendance areas if possible, or in another work site in the county.

b.) a displaced CEC Employee shall be given an opportunity to return to their home work site in their classification when a vacancy is declared.

- (3) Paraprofessional positions that require special skills such as ESOL (speech or foreign language) or medically fragile child that requires special skills (signing or technical training), may be exempted from placement if there are no CEC Para's that have such skills.

### **C. RE-APPOINTMENT**

Employees shall be notified of their reappointment status not later than seven (7) days prior to the last student day.

## **ARTICLE X: LEAVE OF ABSENCE**

The Board may grant leave, with or without pay, as provided by law, regulations of the State Board and the terms of this Agreement.

### **A. ABSENCE WITHOUT LEAVE**

Any Employee who is absent from duty without leave shall forfeit compensation for the time of such absence and his/her contract may be subject to termination by the Board.

### **B. ABSENCE WITHOUT PAY**

For any absence that is without pay, the employee shall be paid only for hours actually worked.

### **C. NOTICE OF ABSENCE**

Any Employee who will be absent from duty for any cause except for leave duly authorized and granted in advance shall notify the principal or immediate supervisor of the leave needed as soon as possible prior to his absence except in emergency situations in which case notification and application shall be made by the Employee to the principals or immediate supervisor as soon as possible.

### **D. LEAVE APPLICATION**

Any application for leave shall be in writing and shall be submitted to the principal or other immediate supervisor at least seven (7) days in advance for consideration of a recommendation to the Superintendent for approval or disapproval, except in emergency situations as described in C above.

### **E. PERSONAL**

This leave is to be used for matters which cannot be scheduled outside of regular school hours. Six (6) days paid leave shall be allowed per year. This personal leave shall be charged to accrued sick leave and shall be non-cumulative. Except in cases of emergency, Employees

shall request personal leave five (5) days in advance of such leave. Except in cases of emergency, all personal leave shall be approved in advance.

#### **F. JURY AND TRIAL**

Any Employee called for jury duty during school hours, or who is required by subpoena to make an appearance in any judicial or administrative proceeding in which he or she is not a party in interest, shall be provided such time without loss of pay.

#### **G. ARMED SERVICES PHYSICAL**

Employees called for armed services physical examinations shall be excused without loss of pay for such purposes.

#### **H. UNPAID LEAVE**

Other temporary leaves of absence may be granted without pay by the Superintendent.

#### **I. ANNUAL LEAVE**

1. Full-time Employees who are employed on a twelve (12) month basis shall accrue annual leave as follows:

Continuous and Creditable Service Hours of Leave Earned During Pay Period Monthly (based on an 8 hour workday):

Up to 5 years (through 60 months)	8 hours
5 to 10 years (61 through 120 months)	10 hours
Over 10 years (over 120 months)	12 hours

2. Annual leave accumulated may not exceed 30 days (240 hours-based on an 8-hour workday) at the end of any fiscal year (June 30) or upon termination of employment. However, the Superintendent may approve, in unusual circumstances, accrued annual leave in excess of the 30 days.
3. Annual leave shall be approved by the Superintendent upon written request from the Employee and with prior approval of the Employee's immediate supervisor.
4. Upon retirement or termination for any reason, an Employee is entitled to full payment at his/her current daily rate for any unused accumulated annual leave.

5. Where annual leave would negatively impact productivity due to critical workload or reduced manpower, every reasonable effort will be made to grant said leave on a first come, first serve basis.
6. When an annual leave form is submitted, management will grant or deny the request within five (5) working days of submittal.

#### **J. TEMPORARY DUTY ELSEWHERE (TDE)**

When Employees are assigned to be temporarily absent from their regular duties and place of employment, such Employee shall be compensated at the regular and overtime rates of pay set forth in this Agreement.

#### **K. PARENTAL**

All Employees shall be eligible and may be granted parental leave subject to the following condition:

Notification:

The Employee shall notify the Board as soon as the Employee foresees any necessity to apply for parental leave. If differences of opinion exist regarding ability to continue duties, such shall be resolved by a written statement from the Employee's attending physician.

#### **L. RETURN RIGHTS FOR ALL APPROVED LEAVES**

1. If an Employee desires to return to work at the end of the leave, he/she shall notify the Superintendent in writing no later than March 24, for return at the start of the first semester or November 1 for return at the start of the second semester.
2. Upon returning to full-time employment, the Employee shall assume all previous rights and privileges held at the commencement of the leave.

#### **M. PAY**

If the Employee is a full time Employee, an Employee shall be entitled to all raises and increments upon return, if the Employee serves at least one (1) day more than one-half ( $\frac{1}{2}$ ) of the normal contract for this position. This period must be continuous.



## **N. SICK LEAVE USE – VERIFICATION OF ILLNESS**

The Employee shall fully cooperate with the Board in order that the Superintendent can make a determination of the appropriateness of the leave requested. The Superintendent shall satisfy himself/herself that any claim(s) for leave(s) under this section is/are legitimate and correctly states the facts.

1. A false claim for sick leave, shall be considered sufficient cause for disciplinary action up to and including dismissal.
2. The Employee shall notify the administrator in accordance with the Board procedure. Such notification shall be given as soon as possible and before the start of the Employee's assigned hour of duty, except in emergency situations.
3. Where such notification and information are not received in a timely manner except in extraordinary circumstances, the administrator shall not authorize payment for absence or sick leave. Such absence shall be recorded as unauthorized and without pay and shall be subject to disciplinary action.
4. The extended leave of absence shall become effective with Board approval when all sick leave is exhausted.

## **O. EXTENSION WITHOUT PAY**

Extended leave without pay for up to one (1) year may be granted upon the request of the Employee.

## **P. ADOPTION**

In case of adoption of a child, these policies shall apply at the option of the Employee.

## **Q. ASSOCIATION**

A leave of absence without pay for up to one (1) year may be granted to any Employee for the purpose of serving as an elected officer of the Association.

## **R. MILITARY**

On completion of Military service, the Employee shall be entitled to resume full-time employment without loss of wages, benefits, or seniority rights.

## **S. OUTSIDE TEACHING/PUBLIC SERVICE**

A leave of absence without pay may be granted for one (1) year for an Employee who joins VISTA, the Peace Corps, or the National Teachers Corp.

## **T. PUBLIC OFFICE**

A leave of absence without pay not to exceed one (1) year may be granted to any Employee upon application for the purpose of campaigning for or serving in a public office.

## **U. BEREAVEMENT LEAVE**

Employees who have a death in the immediate family as defined in definitions to include grandchildren, may be granted up to two (2) paid days bereavement leave per incident that is not counted against their leave balance for normal workdays missed. Proof of bereavement (obituary, etc.) shall be provided and it is the employees responsibility to complete the proper paperwork (bereavement leave request) within (30) calendar days of returning from leave. This will take effect upon ratification by both parties.

## **XI: SICK LEAVE**

### **A. SICK LEAVE - FAMILY**

A district Employee may authorize a spouse, child, parent, or sibling who is also a district Employee to use sick leave that has accrued to the authorizing Employee. Sick leave obtained from a sick leave pool is excluded.

The recipient may not use the donated sick leave until all of his/her sick leave has been depleted, excluding any sick leave time which might be available to the recipient by virtue of being a member of a sick leave pool. Donated sick leave shall have no terminal pay value.

### **B. TRANSFER OF SICK LEAVE, EMPLOYEE TO EMPLOYEE**

A district employee may donate sick leave to any other district employee, other than a family member under the following conditions:

- i) Sick leave donated may be used by the recipient for any circumstance for which sick leave is appropriate. See Board Policy 6.549 for rules regarding use of sick days.
- ii) Recipient must have exhausted all of his/her accrued sick and annual leave (excluding sick leave from a sick pool) before using donated leave.

- iii) The maximum number of days that can be donated to any employee during a rolling 12 month period is 50% of the employee's contracted days.

## **ARTICLE XII: WAGES AND SALARIES**

### **A. SCHEDULE**

The wages of each Employee covered by the regular hourly wages schedule, which is attached hereto and made a part thereof.

Wages for summer school Employees will be calculated by using the Employee's hourly rate of pay for the school year preceding summer school.

### **B. CALLING SUBSTITUTES**

If a support Employee is assigned the task of calling Employee substitutes for instructional and non-instructional Employees they will be paid a supplement of \$1,030. per year (one per school). This task may be assigned to more than one Employee and the supplement be divided between the Employees. This provision does not apply or pertain to the calling of substitutes obtained from a subcontractor.

### **C. HOURLY WAGE SCHEDULE**

#### **1. PLACEMENT ON HOURLY WAGES SCHEDULE**

Each Employee shall be placed on the proper step of the hourly wage schedule as of the effective date of this Agreement and in accordance with paragraph two (2) below. Any Employee who works one (1) day over half of the normal contract period for that position shall be given full credit for one (1) year of service for the following year.

#### **2. CREDIT FOR EXPERIENCE**

Credit for verified experience shall be granted in keeping with School Board policy existing at the time of ratification of this Agreement. This includes verified comparable experience. Former School Board of Highlands County non-instructional employees who are re-employed after a break in service as a non-instructional employee shall be placed at the salary level at which they left, or shall be granted up to level five (5) based on verified outside job experience, whichever is higher.

#### **3. STARTING WAGE FOR BUS OPERATORS**

The starting wage for bus operators shall be pay grade 12 step 5 regardless of past experience.

#### 4. ASL SUPPLEMENT

Paraprofessionals that are fully credentialed as an American Sign Language (ASL) interpreter and are assigned by the Director of ESE to provide interpreting services for deaf students will receive an index of .13 of their wages.

#### 5. COVERING A CLASSROOM

Any non-instructional employee pulled to cover a classroom for more than ½ day will be compensated at \$3.00 an hour for the full workday over the current rate of pay.

### D. PAYROLL DATES

#### 1. BUS OPERATORS

Bus operators will receive their first paycheck at the end of August. Positive adjustments in contracted hours will be made in October and February for bus operators and bus monitors.

#### 2. CHECKS: **Effective April 1, 2017**

All Employees will be paid twice per month in accordance with the following schedule:

- a. Pay periods: each employee shall be paid in twenty-four (24) installments on the closest weekday to the 15<sup>th</sup> and last weekday of each month (not a bank holiday). The first installment, for new hires, shall be paid on the last workday closest to the end of the month in August. In order to be paid on this date, new employees must have all onboarding paperwork completed satisfactory. Employees that resign/retire at the end of the year will receive their final payment on the last payday of June. All employees are paid by direct deposit.
- b. Effective: **7/1/2019** all 10-month Employees will be paid in 24 installments.
- c. Any non-instructional 10-month employee hired March 1<sup>st</sup> or later, will be hired as a part-time hourly. The employee will become contracted at the start of the following school year or be separated. As a part-time hourly employee, the employee will still be fully benefited with the exception of sick leave accrual. The employee will begin accruing sick leave as soon as they become contracted. The employee will receive credit for previous experience in their part-time hourly position the same as they would if contracted. These individuals will have the option to apply for

summer school positions. These employees will be paid on a supplemental form. The probationary period would begin the date of hire as a part-time hourly employee. These employees will still be evaluated using the non-instructional evaluation instrument.

If corrections in the net pay amount are necessary, it may involve an adjustment (credit or debit) to the employee's bank account. If the adjustment is past the regular scheduled check date then the employee's written consent will be obtained before the adjustment is made.

This language does not mean an employee is not required to pay back funds owed to the district.

#### **E. TERMINAL PAY FOR SICK LEAVE**

The Board shall provide a 401(a) qualified retirement plan that defers Federal income tax and permanently avoids the payment of Social Security and Medicare tax on terminal sick pay at separation of employment or death to a member of the non-instructional staff or his/her beneficiary whose terminal pay benefits exceeds \$2,500.00.

Upon the separation of employment or death of an employee, s/he, or his/her beneficiary, will be paid for sick leave earned through the end of the last full month worked, but not including the last partial month worked.

Accrued sick leave shall be compensated at the current daily rate of pay, at the time of separation.

Terminal pay may not exceed an amount determined as follows:

1. after the first three (3) years of service, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated sick leave
2. during the next three (3) years of service, the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave
3. during the next three (3) years of service, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated sick leave
4. during the next three(3) years of service, the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave
5. during and after the 13<sup>th</sup> year of service, the daily rate of pay multiplied by seventy-five percent (75%) times the number of days of accumulated sick leave.

- a. Life Insurance

The Board will provide a 10-year \$20,000 term life insurance policy for Employees who retire at age 62 with at least six (6) years in FRS or thirty (30) years in FRS, who qualified and retired prior to the beginning of the 2013-2014 School year.

**F. DEFERRED RETIREMENT OPTION PROGRAM AND TERMINAL PAY PLAN (DROP)**

1. Employees who qualify for the Deferred Retirement Option Program (DROP) may elect to participate in that program as provided by the procedures set forth by the district and by Florida Statute 121.091. An Employee's wages, benefits, terms and conditions of employment, as specified in this Agreement will remain in full force during the Employee's participation in the DROP.
2. Employees who enter the Deferred Retirement Option Program (DROP) shall have their accumulated terminal sick leave paid into a Board-approved 401(a) Qualified Retirement Plan subject to annual contribution limits.
3. The initial payment will be made on July 15th following the Employee's DROP effective date. Subsequent payments shall be made each July 15<sup>th</sup> following the Employee's DROP effective date anniversary.

<b>Payment</b>	<b>Payment Date</b>	<b>Maximum Percentage of Accumulated Terminal Sick Leave Days</b>
1	July 15 <sup>th</sup>	25% of Balance as of 6/30
2	July 15 <sup>th</sup>	25%
3	July 15 <sup>th</sup>	25%
4	July 15 <sup>th</sup>	25%
5	July 15 <sup>th</sup>	25%
6	Upon Separation	100% of Balance

Employees in just an 8-year drop

<b>Payment</b>	<b>Payment Date</b>	<b>Maximum Percentage of Accumulated Terminal Sick Leave Days</b>
1	July 15 <sup>th</sup>	20% of balance as of 6/30
2	July 15 <sup>th</sup>	25%
3	July 15 <sup>th</sup>	33%
4	July 15 <sup>th</sup>	50%
5	July 15 <sup>th</sup>	50%
6	July 15 <sup>th</sup>	50%
7	July 15 <sup>th</sup>	50%
8	Upon Separation	100% of balance

4. The rate of pay used to calculate the amount to be placed in the 401(a) Program shall be the Employee's rate of pay on June 30<sup>th</sup> each payment year and at termination the current rate of pay will be used. In the event the Employee, while participating in DROP completes continuous service sufficient to advance in the schedule described in section (1) above, the terminal pay will be adjusted to the percentage applicable to the years of service including any prior payments. The Employee must have an accumulative leave balance in excess of twelve days on June 30<sup>th</sup> to participate in the program. The days paid into the special pay program will be deducted from the Employee's accumulated leave balance.
5. The 401(a) Qualified Retirement Plan allows participating Employees to defer federal income tax and permanently avoid the payment of Social Security tax and Medicare tax on eligible plan contributions.
6. Employees/DROP participants do not have access to these funds until after they terminate their employment.

**Fund Withdrawal: Employees under fifty-five (55) years of age.**

All participating Employees who are under fifty-five (55) years of age at the time of termination and choose at the time of termination to take a cash distribution of their respective balance from the Board approved 401(a) Qualified Retirement Plan and are assessed a ten percent (10%) withdrawal penalty, shall be reimbursed by the Board. This reimbursement is an amount equal to the difference between the ten percent (10%) withdrawal penalty and the current Social Security and Medicare combined tax contribution rate.

**Special Terminal Pay Plan**

The Board will provide a 401(a) Qualified Retirement Plan that defers federal income tax and permanently avoids the payment of Social Security and Medicare tax on Terminal sick pay benefits for those Employees retiring under the Florida Retirement System (FRS) with full or reduced benefits and who meet the following:

<b>YEARS OF SERVICE</b>	<b>MINIMUM ACCUMULATED SICK LEAVE BALANCE</b>
After six (6) years creditable FRS service	\$2500.00

The Board will provide a 401(a) Qualified Retirement Plan that defers federal income tax and permanently avoids the payment of Social Security and Medicare tax on terminal vacation pay benefits for those Employees whose terminal pay benefits exceeds \$2500.00.

Subject to annual plan contribution limits and the requirements specified above, payment to a Board-approved 401(a) Qualified Retirement Plan shall be credited in the name of the Employee upon retirement.

## **G. RE-EMPLOYMENT AFTER DROP TERMINATION OR RETIREMENT**

*Upon completion of application and interview process, and an offer of hire is made, the following will apply:*

### **Former SBHC Non-Instructional Employees – Effective April 1, 2016**

Former SBHC non-instructional employees who are reemployed after a break in service as a non-instructional employee will be placed at the salary at which they left or on the current placement scheduled based on years of experience whichever is higher.

### **Returning to lateral or same pay grade non-instructional support position**

Reemployed SBHC non-instructional support retirees who meet the definition of “normal retirement” will be placed on a base pay level for non-instructional support position that is closest to and not to exceed 15.8% reduction from the level held at retirement based on the current Board approved salary schedule.

Normal retirement requirements for members initially enrolled BEFORE July 1, 2011:

- Vested with six years of credible service and age 62; or
- The age after 62 that the member becomes vested; or
- 30 years of credible service, regardless of age

Normal retirement requirements for members initially enrolled AFTER July 1, 2011

- Vested with eight years of credible service and age 62; or
- The age after 65 that the member becomes vested; or
- 33 years of credible service, regardless of age

Returning to different capacity or not lateral pay grade non-instructional support position

If a SBHC non-instructional support retiree is reemployed to a position in a different capacity as the position they left (and the position/pay grade is less than position left; not lateral), retiree will be placed on the current salary schedule for new position commensurate with SBHC years of experience.

## **H. ACCUMULATED AND UNUSED SICK LEAVE**

1. Employees may sell to the board accumulated and unused sick leave under the following conditions:

- a. The Employee must have an accrued sick leave balance at the beginning of the year of not less than 50 days.
- b. Only sick leave accrued and unused during the year of the buy-out shall be considered for buy-out purposes.
- c. Payment for accrued and unused sick leave as described above shall be purchased at 80% of the Employee’s daily rate of pay during the buy-out year.



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

e. Application for sick leave buy-out shall be made not later than May 1 each year.

The pay-out provision shall not exceed \$25,000. Payment shall be made on a first-come, first-serve basis no later than June 30 of the current school year.

## **ARTICLE XIII: INSURANCE**

### **A. MEDICAL INSURANCE**

The Board will provide a (health)insurance policy for bargaining unit members: In accordance with the Plan recommended by the Insurance Committee and approved by the Board, including hospitalization, employee health center, and surgical care.

The unit member may include dependents for the same hospitalization and surgical coverage at his own expense. If both husband and wife are eligible employees, individual premiums may be jointly applied toward a family premium.

The Employee shall have the opportunity to continue all insurance for additional years at the Employee's expense subject to Federal and State laws and district policy.

### **B. TERM LIFE**

Upon formal application within thirty (30) days of employment, the Board will provide a term life insurance policy in the amount of twenty thousand dollars (\$20,000) for each unit member.

Provision shall be made for Employees to purchase additional life insurance at their own expense so long as additional life insurance has no impact on the Board's premium. The additional purchases must be in \$25,000 increments, up to an additional \$125,000. This additional life insurance will be subject to the rules and regulations of the life insurance company. Spouse can be 50% of employee up to \$25,000 10% for dependents.

The maximum annual premium cost for which the Board shall be responsible under this section shall be amount specified on salary schedule.

### **C. DENTAL**

The Board will provide a preventive dental insurance policy for unit members. The unit member may include dependents for the dental coverage at his/her own expense. In the event that both husband and wife are eligible Employees, their individual premiums may be jointly applied toward a family premium. The additional coverage will also be subject to the restriction that it shall have no impact on the

Board's basic premium.

The maximum annual premium costs for which the Board shall be responsible under this section shall be amount specified on salary schedule.

#### **D. INSURANCE COMMITTEE**

The purpose of the insurance committee shall be to review, approve, and recommend to the School Board of Highlands County all benefits including but not limited to changes and/or premium increases. Any committee approvals require 80% of the quorum to approve or the issue goes to the bargaining table. The approved recommendation of the Insurance Committee shall be forwarded to the School Board and the Association President.

Representation on the current Board insurance committee shall include two (2) members appointed by the HCESPA President.

A quorum shall include at least one voting member of the Association being present, however no meeting shall be rescheduled more than once. It will be the responsibility of the President to give proxy votes to be used at the rescheduled meeting where action may be taken.

The committee shall meet on a quarterly basis or more often as needed. Committee meetings shall take place during normal working hours. Any proposed benefit changes shall be submitted in writing to each Employee at least ten school days prior to Board consideration.

### **ARTICLE XIV: MISCELLANEOUS**

The distribution of copies of the finalized, official Agreement to the bargaining unit members will be the responsibility of the Association. The Board will provide the original copies of this Agreement. In addition, the Agreement will be posted on the District's website.

Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, the provision shall be severable and this provision or the application thereof, if under any circumstance is held invalid, shall not affect any other provision of this Agreement or the application of any provision thereof. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions.

If this Agreement or any provision, section, sub-section, clause, phrase, or word of this Agreement is in conflict with any law as finally determined by a court of competent jurisdiction which had presented to it the issue of conflict as it may pertain to this

Agreement, that portion of the Agreement in conflict with said law shall be null and void, but the remainder of the Agreement shall remain in full force and effect with it

being presumed that the intent of the parties herein was to enter into the Agreement without such invalid portion or portions.

#### **ARTICLE XV: TERM OF AGREEMENT**

Any Memoranda of Understanding or Agreement, or waivers, or other changes which occur during the effective dates of this contract must be ratified by both the HCESPA Bargaining Unit and The Board. The above notwithstanding, MOU prepared only to interpret the meaning and/or intent of existing agreement language, or provisions may be executed by the Superintendent or designee and the Association president or designee. Upon ratification by both parties, this agreement shall be effective as of July 1, 2022 of the Agreement and shall continue in effect through June 30, 2025.

During the term of a multi-year Agreement and upon written notice to The Board within a thirty (30) day period prior to June 30, the Association may request negotiations on wages and salaries (Article XII), insurance (Article XIII), Memorandas of Understanding, and two (2) of all other articles may be submitted by both parties. In addition, any mutually agreed upon Article by the Association and the Board also if any legislation is enacted which impacts any of the provisions of this Agreement, that provision may be reopened by either part.

**School Board of Highlands County  
Non-Instructional Bargaining  
2023-2024 Salary Schedule**

**Pay Grade**

	7	8	9	10	11	12	13	14	15	16	17
<b>Level</b>											
<b>0</b>	15.45	15.76	16.08	16.40	16.73	17.06	17.40	17.75	18.10	20.31	22.34
<b>1</b>	15.53	15.84	16.17	16.48	16.81	17.15	17.49	17.84	18.19	20.41	22.45
<b>2</b>	15.61	15.92	16.25	16.56	16.89	17.24	17.58	17.93	18.28	20.51	22.56
<b>3</b>	15.69	16.00	16.33	16.64	16.97	17.33	17.67	18.02	18.37	20.61	22.67
<b>4</b>	15.77	16.08	16.41	16.72	17.05	17.42	17.76	18.11	18.46	20.71	22.78
<b>5</b>	15.85	16.16	16.49	16.80	17.14	17.51	17.85	18.20	18.55	20.81	22.89
<b>6</b>	15.93	16.24	16.57	16.88	17.23	17.60	17.94	18.29	18.64	20.91	23.00
<b>7</b>	16.01	16.32	16.65	16.96	17.32	17.69	18.03	18.38	18.73	21.01	23.12
<b>8</b>	16.09	16.40	16.73	17.04	17.41	17.78	18.12	18.47	18.82	21.12	23.24
<b>9</b>	16.17	16.48	16.81	17.13	17.50	17.87	18.21	18.56	18.91	21.23	23.36
<b>10</b>	16.29	16.60	16.94	17.26	17.63	18.00	18.35	18.70	19.05	21.39	23.54
<b>11</b>	16.41	16.72	17.07	17.39	17.76	18.14	18.49	18.84	19.19	21.55	23.72
<b>12</b>	16.53	16.85	17.20	17.52	17.89	18.28	18.63	18.98	19.33	21.71	23.90
<b>13</b>	16.65	16.98	17.33	17.65	18.02	18.42	18.77	19.12	19.47	21.87	24.08
<b>14</b>	16.77	17.11	17.46	17.78	18.16	18.56	18.91	19.26	19.62	22.03	24.26
<b>15</b>	16.94	17.28	17.63	17.96	18.34	18.75	19.10	19.45	19.82	22.25	24.50
<b>16</b>	17.11	17.45	17.81	18.14	18.52	18.94	19.29	19.64	20.02	22.47	24.75
<b>17</b>	17.28	17.62	17.99	18.32	18.71	19.13	19.48	19.84	20.22	22.69	25.00
<b>18</b>	17.45	17.80	18.17	18.50	18.90	19.32	19.67	20.04	20.42	22.92	25.25
<b>19</b>	17.62	17.98	18.35	18.69	19.09	19.51	19.87	20.24	20.62	23.15	25.50
<b>20</b>	17.97	18.38	18.72	19.06	19.47	19.95	20.32	20.75	21.08	23.67	26.07
<b>21</b>	18.33	18.75	19.09	19.44	19.86	20.40	20.78	21.22	21.55	24.20	26.73
<b>22</b>	18.70	19.13	19.47	19.83	20.26	20.86	21.25	21.70	22.03	24.74	27.33
<b>23</b>	19.07	19.51	19.86	20.23	20.67	21.33	21.73	22.19	22.53	25.30	27.94
<b>24</b>	19.45	19.90	20.26	20.63	21.08	21.81	22.22	22.69	23.04	25.87	28.57
<b>25</b>	19.84	20.35	20.67	21.09	21.50	22.36	22.72	23.26	23.62	26.52	29.21
<b>26</b>	20.24	20.76	21.08	21.51	21.93	22.86	23.23	23.78	24.15	27.12	29.87
<b>27</b>	20.64	21.18	21.50	21.94	22.37	23.37	23.75	24.32	24.69	27.73	30.54
<b>28</b>	21.05	21.60	21.93	22.38	22.82	23.90	24.28	24.87	25.25	28.35	31.23
<b>29</b>	21.47	22.03	22.37	22.83	23.28	24.44	24.83	25.43	25.82	28.99	31.93
<b>30</b>	21.95	22.53	22.82	23.34	23.80	24.99	25.33	26.07	26.47	29.71	32.73
<b>31</b>	22.44	23.04	23.28	23.87	24.34	25.55	25.84	26.66	27.07	30.38	33.47
<b>32</b>	22.94	23.56	23.75	24.42	24.89	26.12	26.36	27.27	27.69	31.06	34.22

New employees shall not be awarded more than (5) years of outside experience on the Salary Schedule except as stated below: The Superintendent may declare a critical shortage in a job classification. In order to attract applicants for such classification, the Superintendent may authorize that the new employee hired be allowed to bring in up to ten (10) years of relevant/comparable experience credit. For such employees only, verified relevant/comparable experience shall be considered. Credit for outside experience in related field shall be 1:1 Unrelated field shall be 1:2.

Beginning July 1<sup>st</sup> 2016, all employees shall receive their pay via direct deposit, and pay information by Skyward Employee Access.  
Effective July 1, 2016, all new employees will be paid in 24 installments.

**A. CLASSIFIED PERSONNEL – BARGAINING**

<b>PAY GRADE</b>	<b>ASSIGNMENT</b>	<b>NUMBER OF MONTHS WORKED</b>	<b>DUTY DAYS</b>	<b>WORK DAY</b>
7	Athletic Fields Grounds Keeper 1	12	256	Varies
7	Clerk 1	10/11/12	196/216/256	Varies
7	Custodian 1	11/12	216/256	Varies
7	Custodian 2	11/12	216/256	Varies
7	Health Worker with No Degree (School Based)	10	185	Varies
7	Machine Operator	12	256	Varies
7	Migrant Recruiter with No Degree	11	216	Varies
7	MIS Computer Technician 1 (School)	11/12	216/256	Varies
7	Campus Gate Monitor	10	185	Varies
8	Bus Attendant	10	185	Varies
8	General Worker (Food & Nutrition)	10	185	Varies
8	Clerk 2	10/11/12	196/216/256	Varies
8	Health Worker with Degree (School Based)	10	185	Varies
8	Migrant Recruiter with Degree	11	216	Varies
8	Paraprofessional – Enhancement With No Degree or Para-Pro	10	185	Varies
8	Receptionist	12	256	Varies
8	Secretary 1	10/11/12	196/216/256	Varies
9	Site Assistant (Food & Nutrition)	10	185	Varies
9	Athletic Fields Grounds Keeper 2	12	256	Varies
9	Paraprofessional - Enhancement with Para-Pro Assessment	10	185	Varies
	Paraprofessional - Instructional Program w/Para-Pro Assessment	10	185	Varies
9	Secretary 2	11/12	216/256	Varies
10	Assistant Site Supervisor (Food & Nutrition)	10	185	Varies
10	Delivery Worker	12	256	Varies

<b>PAY GRADE</b>	<b>ASSIGNMENT</b>	<b>NUMBER OF MONTHS WORKED</b>	<b>DUTY DAYS</b>	<b>WORK DAY</b>
10	Inventory Control 1 (Transportation)	12	256	Varies
10	Bookkeeper 3 (Elementary)	12	256	Varies
10	Clerk 3	10/11/12	196/216/256	Varies
10	Data Operator 3 (Elementary/Middle)	11/12	216/256	Varies
10	Paraprofessional – Enhancement with Degree	10	185	Varies
10	Paraprofessional - Instructional Program with Degree	10	185	Varies
10	Secretary 3	11/12	256	Varies
10	Volunteer Program Facilitator (Academy at Youth Care Lane)	10	196	Varies
11	Bookkeeper 4 (Middle/High School)	12	256	Varies
11	Clerk 4	11/12	216/256	Varies
11	Data Operator 4 (High School)	11/12	216/256	Varies
11	Mechanic 1	12	256	Varies
11	MIS Computer Technician 2 (School)	11/12	216/256	Varies
11	MIS Data Operations Technician 1	12	256	Varies
11	Plant Operator 1 (Elementary/Middle)	12	256	Varies
11	Secretary 4	11/12	216/256	Varies
12	Inventory Control 2 (Property Records/Warehouse)	12	256	Varies
12	Resource Assistant	10/11	196/216	Varies
12	Dispatcher	10	185	Varies
12	Clerk 5	12	256	Varies
13	Bus Operator	10	185	Varies
13	Mechanic 2	12	256	Varies

<b>PAY GRADE</b>	<b>ASSIGNMENT</b>	<b>NUMBER OF MONTHS WORKED</b>	<b>DUTY DAYS</b>	<b>WORK DAY</b>
13	MIS Computer Repair Technician 3	12	256	Varies
13	MIS Data Operations Technician 2	12	256	Varies
13	Plant Operator 2 (High School)	12	256	Varies
14	Print Shop Operations	12	256	Varies
14	Lead VPK Paraprofessional	10	196	Varies
15	Mechanic 3	12	256	Varies
16	Mechanic 4	12	256	Varies
16	MIS Computer Repair Technician 5	12	256	Varies
15	MIS Data Operations Technician 3	12	256	Varies
17	Mechanic 5	12	256	Varies

The above positions require the number of months and hours indicated unless revised and approved in writing by the Superintendent. The following chart lists the wage of each pay grade and shows the experience increment. The annual salary is determined by multiplying hourly rate (including approved experience), times the number of hours worked, times the number of duty days.

***Sample Pay Grade 7***

**5 years experience – 12 months – 256 duty days – 8 hours:  
 $\$10.23 \times 8 = \$81.84$  daily  $\times 256 = \$20,951.04$  annual.**

**Paraprofessionals that are fully credentialed as an American Sign Language (ASL) interpreter and are assigned by the Director of Student Support Services to provide interpreting services for deaf students will receive an index of .25 of their salary.**

Appendix B

SCHOOL DISTRICT OF HIGHLANDS COUNTY

**Grievance Report Form** \_\_\_\_\_ **Grievance #** \_\_\_\_\_

**Name(s) of Grievant(s):** \_\_\_\_\_

**Work Site:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Date of Informal Level Discussion with administrator/supervisor:** \_\_\_\_\_

**Grievance Level I: Date Filed:** \_\_\_\_\_

**Grievance Level II: Date Filed:** \_\_\_\_\_

**Grievance Level III: Date Filed:** \_\_\_\_\_

**Grievance filed under the provisions of the** HCEA HCESPA **contract.**  
(Circle One)

**Article(s) and specific section(s) of Contract violated:** \_\_\_\_\_

**Date of Alleged Violation:** \_\_\_\_\_

**Statement of Grievance :**

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

**Relief Sought:**

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

\_\_\_\_\_  
**Grievant (s) Signature (s)**



**Grievance Level I:**

**Date Received by Administrator/Supervisor:** \_\_\_\_\_

**Position of Administrator/Supervisor**

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**Grievance Level II:**

**Date Received by Superintendent:** \_\_\_\_\_

**Position of Superintendent/Designee:** \_\_\_\_\_

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**Grievance Level III: (Arbitration)**

**Date Received by Superintendent:** \_\_\_\_\_

## MOU between the School Board of Highlands County and the HCESPA

**Whereas:**

The School Board of Highlands County and the Highlands County Educational Support Personnel Association recognize instructional contracted employees have an important role in continuing to assist students who were impacted by the worldwide pandemic. All non-instructional contracted employees in a variety of capacities are needed to assist in closing the COVID learning gaps.

**Whereas:**

There is a shortage of certified teachers entering the education profession.

**Be it therefore understood:**

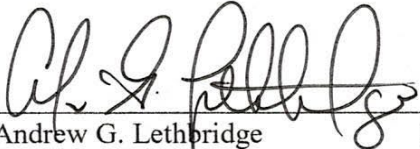
The parties enter this Memorandum of Understanding in order to retain and recruit quality educators to assist in closing the COVID learning gaps.


For the 2023-2024 school year:

- Any 22-23 non-instructional employee who has remained employed as of 08/15/2023 will receive a retention incentive of \$1,500
- All new 23-24 non-instructional employees contracted between 07/01/2023 and 12/21/2023 will be eligible for the \$750 recruitment incentive
- Employees must be a current employee at the time the incentive is disbursed.

**To Wit:**

For the 2023-2024 school year, The School Board of Highlands County will pay an ESSER 3 Retention Incentive of \$1,500, payable 08/15/2023, to all returning 22-23 employees employed as of 08/15/2023. In addition, all new 23-24 non-instructional employees contracted and have a start date between 07/01/2023 and 12/21/2023 will be eligible for the \$750 recruitment incentive. These incentives are subject to normal taxes.

  
Andrew G. Lethbridge  
Deputy Supt., SHBC  
Date 5/19/23

  
Mark Davis  
President, HCESPA  
Date 5-18-23

## MOU between the School Board of Highlands County and the HCESPA

**Whereas:**

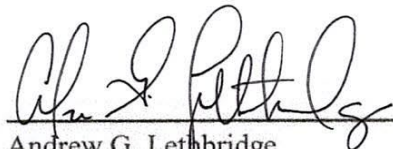
It is spelled out in the collective bargaining agreement that the School Board of Highlands County will provide a (health) insurance policy for bargaining unit members in accordance with the plan recommended by the Insurance Committee and approved by the Board, including hospitalization, employee health center, and surgical care.

**Be it understood:**


The Insurance Committee (a carve out of negotiations) has agreed to increase individual health insurance premiums in the amount of \$300 annually for bargaining non-instructional staff.

**To Wit:**

Any bargaining non-instructional staff will receive a salary market adjustment in the amount of \$309 annually, to include an additional 3% retirement contribution. This adjustment will be retroactive to 7/1/2023.

  
\_\_\_\_\_  
Andrew G. Lethbridge  
Deputy Supt., SHBC

10/17/23  
Date

  
\_\_\_\_\_  
Mark Davis  
President, HCESPA

10-17-23  
Date

## MOU between the School Board of Highlands County and HCESPA

### Whereas:

- The School Board of highlands County's Nondiscrimination Statement states:

Except as provided by law, The School Board of Highlands County shall not on the basis of race, color, religion, gender, age, marital status, sexual orientation, disability, political or religious beliefs, national or ethnic origin, or genetic information, exclude individuals from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity in any employment condition or practice, or be denied equal access to school facilities if the organization is The Boy Scouts of America or other patriotic youth groups.
- Florida Rule 6A-19.010 1.(f-g) Strategies to Overcome Underrepresentation states:
  1. Plans for implementation shall summarize the results of the employment analyses and describe methods and strategies to increase employment of persons from underrepresented groups.

(f) Regular Notification. The implementation plan shall include a copy of the policy of nondiscrimination adopted by the governing board and a description of the procedures utilized to regularly notify staff, students, applicants for employment and admission, parents, collective bargaining units and the general public of this policy.

(g) Equity Coordinator. The implementation plan shall identify the person(s), by name and title, designated to coordinate the institute's compliance with Section 1000.05 F.S., and Rules 6A-19.001-010, F.A.C. The identity of the Equity Coordinator shall be included in the regular notification of the policy of nondiscrimination.
- CFR 106.8 Designation of coordinator, dissemination of policy, and adoption of grievance procedures states:
  - (a) Designation of coordinator. The recipient must notify applicants for admission and employment, students, parents, or legal guardians of elementary and secondary students, employees, and all union or professional organizations holding collective bargaining or professional agreements with the recipient, of the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator pursuant to this paragraph.

### Be it therefore understood:

The parties enter this Memorandum of Understanding to identify the School Board of Highlands County District Title IX and Equity Coordinator under the Nondiscrimination Statement in the HCESPA contract.

### To Wit:

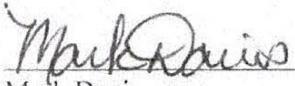
The HCESPA contract will identify, and modify as needed, the District Title IX and Equity Coordinator under the Nondiscrimination Statement




Except as provided by law, The School Board of Highlands County shall not on the basis of race, color, religion, gender, age, marital status, sexual orientation, disability, political or religious beliefs, national or ethnic origin, or genetic information, exclude individuals from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity in any employment condition or practice, or be denied equal access to school facilities if the organization is The Boy Scouts of America or other patriotic youth groups.


Carla Ball, Title IX and Equity Coordinator  
Director of Human Resources  
426 School Street, Sebring, FL 33870  
[ballc@highlands.k12.fl.us](mailto:ballc@highlands.k12.fl.us)  
863-471-5555

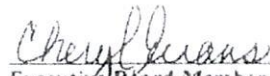
  
\_\_\_\_\_  
Andrew G. Lethbridge      Date 11/1/22  
Deputy Supt., SHBC

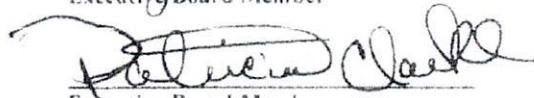
  
\_\_\_\_\_  
Mark Davis      Date 10-31-22  
President, HCESPA

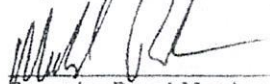
Highlands County ESP Association

  
Chairman  
Negotiations Committee  
HCESPA

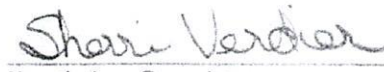
  
President

  
Executive Board Member

  
Executive Board Member


  
Executive Board Member


  
Negotiations Committee

  
Negotiations Committee

School Board of Highlands County

  
Chief Negotiator  
Negotiations Committee  
School Board of Highlands County

  
Superintendent,  
As Secretary to the Board

  
Chairman, Jan Shoop

  
Vice-Chairman, Nicole Radonski

  
Board Member

  
Board Member

  
Board Member

Signed this 19th day of December, 2023