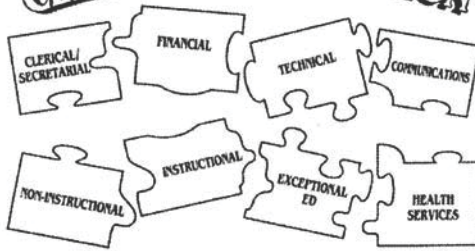


SEMINOLE EDUCATIONAL CLERICAL ASSOCIATION



WHERE ALL THE PIECES FIT!

2010 - 2013

*Official
Agreement Between
Seminole Educational
Clerical Association, Inc.
and
The School Board
of Seminole County
Sanford, Florida*

July 1, 2010 - June 30, 2013



SEMINOLE COUNTY
PUBLIC SCHOOLS

SCHOOL BOARD OF SEMINOLE COUNTY

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Sylvia Pond, Vice-Chairman
Karen Almond, Member
Diane Bauer, Member
Dr. Tina Calderone, Member

SUPERINTENDENT OF SCHOOLS

Bill Vogel, Ed. D., Superintendent

MANAGEMENT NEGOTIATIONS TEAM

Darvin Boothe, Negotiations Consultant
Stephen Bouzianis, Director of HR
John Reichert, Director of HR
Dr. Ron Pinnell, Executive Director of Human Resources and
Professional Standards
Linda Daniel, Director of Food Service
Denis Quagliani, Director of Facilities Services
Boyd Karns, Director of Employee Relations
Marian Cummings, Principal, Carillon Elementary School
Mark Russi, Principal, Sanford Middle School
Mike Gaudreau, Principal, Seminole High School

SEMINOLE EDUCATIONAL CLERICAL ASSOCIATION, INC. TEAM

Cynthia Dodson, President
Tony Gentile, Seminole UniServ Executive Director and
Chief Negotiator
Rosa Pickett, UniServ Director
Andrea Reeves, UniServ Director
Marty Schapp, Uniserv Director
Sharon Wiggins, Team Member, Forest City Elementary School
Joyce Peterson, Team Member, Educational Support Center

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PREAMBLE

The School Board of Seminole County, Florida hereinafter referred to as the "Board", and Seminole Educational Clerical Association, Inc., hereinafter referred to as the "Association", confirm that:

WHEREAS, the Bargaining Agent for the Association and the chief executive officer of the Board have agreed to bargain collectively, and in good faith, in the determination of the wages, hours and terms and conditions of employment of the public employees within the bargaining unit, and now, having reached agreement on all such matters, desire to execute this contract covering such agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I AGREEMENT

The Bargaining Agent agrees not to instigate or support a strike against the School Board.

ARTICLE II BARGAINING AGENTS'/EMPLOYEES' RIGHTS AND RESPONSIBILITIES

Section 1.

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

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

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

Section 2.

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

Section 3.

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

Section 4. Membership 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 card, furnished by the Association, authorizing payroll deduction of either full or half uniform membership dues in the Association.

The choice for full and half time dues deduction will remain fixed for the fiscal year and may be changed only on the first and tenth deduction during the fiscal year with a thirty (30) day written notice to the Payroll Department. Full time dues will be deducted for employees who are employed for more than four (4) hours and half dues will be deducted for the employees who are employed four (4) hours or less.

Such authorization shall continue in effect unless revoked at the employee's request upon thirty (30) day written notice to the Board and the Association, or upon termination of employment or death of employee.

The Board is expressly prohibited from involvement in the collection of fines, penalties or special assessments. The Association will certify to the Board, in writing, the annual amount of membership dues to be deducted. Pursuant to such authorization, the Board shall deduct such sum in twenty (20) equal standard payments from the employee's regular salary checks beginning each year with the first check in September. For new memberships, payroll deductions shall be made no later than the second check after authorization has been received by the Board. The deductions shall be remitted not less frequently than semi-monthly to the Association. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purposes of reliance of any lists, notice or assignment furnished by the Association as it applies to this section.

Section 5.

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

Section 6.

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

Section 7.

The rights and privileges of the Bargaining Unit, acting as the representatives of the employees, as set forth in this contract shall be granted only to the said unit for the duration of this agreement, in accordance with State Laws.

Section 8.

Duly authorized representatives of SECA may, with the approval of the cost center/supervisor, be permitted to transact official SECA business on school property, provided that this shall not interfere with or disrupt normal school operations. The Association representative shall be allowed to hold a vote regarding contract ratification during work hours on School Board property. The time(s) for such a vote shall be mutually scheduled by the Association representative and the worksite manager, but shall be at a time(s) when all employees or as many as possible are present at the worksite.

Section 9.

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

Section 10.

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

Section 11.

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

Section 12.

The private and personal life of an employee shall be of no concern to the Board unless there is evidence that

such activities affect the job performance of the employee.

Section 13.

The Association shall have the right to equal use of the school system's mail service, including employee's mailboxes, when provided for communication to employees.

A. A mail retention-dispersal box for Association correspondence shall be maintained at the District Office.

B. The Association will furnish and use only their envelopes.

C. Materials sent shall not be derogatory against the system, the Board or the administration.

D. No material shall be sent through the courier which may be construed to be political in nature such as: campaign literature; partisan position; bumper stickers; candidate cards and flyers; and, political announcements and endorsements, etc. Legislative issues pending before the state legislature and/or U.S. Congress and literature pertaining to local, state, and national union elections shall be exempt from this provision.

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

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

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

Section 14.

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

Section 15.

Upon written request by the Association staff or in the absence of the staff, the Association president, the Board shall furnish, at no cost to the Association, copies of any documents needed for the purpose of contract enforcement and negotiations. These documents shall include, but not be limited to, print-outs, materials contained in personnel files, letters, memos, school board agenda packets, school board policies, and other types of manuals as may be necessary. Copies of documents requested by an attorney or other outside legal representative will be furnished pursuant to School Board policy, governing law and statutes. Should the Association request information which would require the creation of a program to produce the requested information, and the Board does not intend to utilize the information requested, the Association will be billed for the time of the employee who is assigned to create the program. Such billing shall be at the employee's regular hourly rate of pay.

**ARTICLE III
COMPENSATION AND EXPENSES**

Section 1.

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

Section 2.

A. Payroll shall be distributed every other Friday. In the event a bi-weekly payday would occur on a paid holiday, employees will be paid on the duty day prior to the paid holiday. Beginning with the 1998-99 school year, employees who elect to receive their pay over the length of their contract period will receive their final paycheck on the next regularly scheduled Friday payday following their last contract date provided the last contract day is not a payday.

B. By March 15th of each year, the Payroll Department shall submit to the union via the Director of Employee Relations or his designee a listing including the date of the first check for each group within the bargaining unit and the proposed percentage of each check. If the proposal is acceptable, the union shall notify the Director of Employee Relations or his designee of same in writing. If the proposal is not acceptable, the SECA president, one other person selected by the president, and the SECA staff shall meet with the Director of Employee Relations or his designee and the Supervisor of Payroll to discuss alternative proposals. Such meeting will take place within four (4) weeks of the notification to the Board that its proposal is unacceptable.

Section 3.

Appendix F shall be expanded to include the calendar for the fiscal year including, but not limited to, the first and last day of employment and all holidays and vacation for employees in the Bargaining Unit, for information purposes only.

Section 4.

A. Ten and eleven month employees will have the option to receive their regular salaries over the length of their contract period (the 10 month pay plan or the 11 month pay plan) or a 12 month period (the 12 month pay plan). Employees selecting to be paid over the length of

their contract period will receive biweekly installments over the number of pay periods which occur from the start date of their contract period through the pay period which includes the last day of their contract period. Employees selecting to be paid on the 12 month pay plan will receive biweekly installments for 12 months beginning with the pay period in which the contract start date occurs.

B. Employees who were not on the payroll during the previous school year will be placed on the 10 or 11 month pay plan depending on their contract unless written notification of the selection of the 12 month pay plan is received in the Payroll Department by July 5th for 11-month employees and July 28th for 10-month employees. Every employee in this category shall receive a written notice of this requirement. This shall include those on leave and new hires.

C. Employees who were on the payroll during the previous school year may change their previous option provided they notify payroll, in writing, prior to July 5th for 11-month employees and July 28th for 10-month employees, of the option desired for the coming school year. A written notification of this requirement shall be provided each employee with his/her final pay check for the school year. Such option shall be irreversible for the fiscal year.

Section 5.

A. In the event of a payroll error resulting in an underpayment to an employee, the employee shall be properly compensated retroactively. The retroactive period for back pay shall include the current year and up to a maximum of four (4) previous fiscal years. The employee shall receive the appropriate back pay, once this is brought to the attention of the Payroll Department and the error is verified, at the end of the next payroll period.

B. 1. In the event of a payroll error resulting in an overpayment to an employee, the employee shall be notified in writing of such overpayment, noting the

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

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

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

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

Section 6.

A. 1. When an employee is promoted to a higher hourly rate position within the same base and Bargaining Unit, he/she will be placed on the step of the new pay grade which represents no loss in hourly rate plus two (2) additional steps.

2. Promotion language does not apply during the first full year of employment. An employee who applies for and is granted a promotion within this first full year of employment from their initial contracted start date shall move to Step 1 on the new paygrade.

B. 1. Any bargaining unit member who changes job classifications within the bargaining unit and who is not covered by Section 6.A.1. above shall be placed on the

salary schedule based on total years of paid experience acquired within the same or related position.

2. If an employee transfers back into a bargaining unit position having had no break in service with the District since leaving the bargaining unit, and the new position is at a higher pay grade than where said employee was previously placed, then the employee shall be placed on the new pay grade at the closest hourly rate of pay that results in no loss from the pay the employee had previously received.

3. a. Any bargaining unit employee who has attained regular employee status and is then placed in a confidential position shall retain regular employee status upon returning to the bargaining unit.

b. These bargaining unit employees shall be placed on the salary schedule based on total years of paid experience acquired in the same or related position previously held and actual years worked in the confidential position. The experience in the confidential position must be similar to that of the new position.

Section 7.

A. The annual Professional Development Supplement shall be five hundred dollars (\$500.00).

B. Upon retirement, the employee shall collect any supplement due for that fiscal year.

C. Upon promotion to an "AS" base position, points earned for the supplement shall be transferred with the employee.

Section 8.

A. The annual salary as prescribed herein shall constitute the annual rate of pay for each position provided the employee works the full contract year. The amount of compensation due for each pay period shall be determined by dividing such annual rate by the number of pay checks selected by the employee for the

work year. Such amount shall represent the entitlement of the employee at the end of each pay period, provided the employee has been on duty or on eligible paid leave during each work day in the pay period and is employed for the full contractual year. The daily rate of pay will be determined by dividing the annual rate of pay by the number of days established for the position.

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

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

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

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

the position. In the event an employee changes positions during a pay period the employee will be paid a prorated percentage of the established biweekly for the old and the new position.

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

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

Section 9.

A \$408.00 supplement shall be paid annually to employees who receive an AA/AS Degree.

Employees who receive a BA/BS Degree shall be paid a supplement of \$612.00 annually.

Section 10.

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

A bargaining unit employee whose job responsibilities involve home visitations will be covered by this provision during the performance of his/her assigned duties.

Section 11.

Bus drivers who are employed by the District and who are hired as dispatchers in the Transportation Department shall be hired at no loss of hourly rate if they move directly from the position of bus driver to transportation dispatcher.

Section 12.

Instructional assistants employed by the District and who are hired as a Child Development Assistant (CDA) will be placed on the same step they were on as an instructional assistant on the new pay grade.

Section 13.

Employees in the position of SED, PMD, TMD, ED, PI, ESE PreK, Autistic, Early Intervention PreK, PE, Language, and Educational Interpreter assistant, Licensed Practical Nurse, JET Coaches, PreK Lead Facilitator/CDA who would require a substitute during his/her absence will be paid one quarter - \$100; two quarters - \$125; three quarters - \$150; four quarters - \$200 for perfect attendance for each quarter during the 2010-2011 school year. The employee must be on duty for the entire workday each day during the quarter, exclusive of temporary duty, jury duty, military leave, personal leave to observe documented traditionally recognized religious holidays or personal leave to attend a Seminole County high school graduation of a son or daughter to be eligible for the bonus. This bonus shall be subject to appropriate taxes.

2010-2011

First Quarter: August 16th-October 15th (43 days)

Second Quarter: October 19th-December 22nd (44 days)

Third Quarter: January 10th-March 17th (47 days)

Fourth Quarter: March 28th-June 1st (46 days)

Should additional positions be identified by the district for which a substitute is required, any employee who is employed in one of these positions shall be entitled to receive the attendance bonus subject to the terms described within this section.

Section 14.

For the 2010-2011 school year, employees will remain on the same step he/she was placed on during the 2008-2009 school year with all regularly contracted full-time employees as of July 1, 2010 receiving a bonus in the amount of \$450 for those individuals on Step 1-10, \$525 for those individuals on Step 11-20, and \$600 for those individuals on Step 21 and higher. For part time employees, the bonus shall be prorated based upon full time equivalency. Beginning July 1, 2008, all newly hired employees will be placed on Step 1 and no previous work experience will be granted. Any exception to this provision will require the approval of the Executive Director of Human Resources and the Executive Director of UniServ.

Sections 15.

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

**ARTICLE IV
DAYS AND HOURS**

Section 1.

The beginning and ending of the regular work day may be varied to meet individual work center needs.

Section 2.

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

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

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

Section 3.

All employees shall be employed for the days and hours specified in Appendix D, exclusive of lunch, for the days as set forth in the adopted school calendar.

Section 4.

Employees may take a rest period of not more than fifteen (15) minutes for each half day of work at times authorized by the employer. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

ARTICLE V DEFINITIONS

Terms used in this Agreement shall be defined as follows:

Section 1.

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

Section 2.

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

Section 3.

Bargaining Unit --That group of personnel, supervisory, and technical employees determined by the employer

and the Bargaining Agent and approved by the Florida Public Employees Relations Commission to appropriate for the purpose of collective bargaining. See Appendix A.

Section 4.

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

Section 5.

Collective Bargaining -- The performance of the mutual obligations of public employer and the Bargaining Agent of the employee organization to meet at reasonable times, to negotiate in good faith, and execute a written agreement with the respect to agreements reached concerning the determination of wages, hours and terms and conditions of employment.

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

Section 10.

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

Section 11.

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

Section 12.

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

Section 13.

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

Section 14.

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

Section 15.

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

Section 16.

Seminole Educational Clerical Association, Inc.--The Association which has been granted the right to represent exclusively the members of the Bargaining Unit.

Section 17

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

Section 18.

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

Section 19.

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

Section 20.

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

Section 21.

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

ARTICLE VI DRUG AND ALCOHOL TESTING

Section 1. Intent

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

Section 2. Application

This provision shall apply to all employees in positions which require an employee to hold a valid Florida CDL, Class A, B, or C. Persons whose job description requires or permits them to drive/operate any of the following motor vehicles are subject to this provision: (1) a motor vehicle having a gross vehicle weight rating of 26,001 pounds or more, has declared weight of 26,001 pounds or more, has an actual weight of 26,001 pounds or more; (2) is designed to transport more than 16 persons, including the driver; (3) is a school bus designed to transport more than 10 persons, including the driver; or, (4) is a vehicle transporting hazardous materials and is required to be placarded in accordance with 49 CFR Part 172, Subpart F. This provision shall not apply to persons who hold a CDL for purposes not connected with their employment by the Board.

Section 3. Definitions

Explanatory Notes

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

ADAPM - Anti-Drug/Alcohol Program Manager

CDL - Commercial Driver's License

DHHS - Department of Health and Human
Services

EAP - Employee Assistance Program

EBTD - Evidential Breath Testing Device

FHWA - Federal Highway Administration

MRO - Medical Review Officer

OTETA -Federal Omnibus Transportation Employee
Testing Act

SAP - Substance Abuse Professional

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) engages in conduct that clearly obstructs the testing process.

L. Safety-Sensitive Functions: Any on-duty functions.

Section 4. Education and Notice Requirements

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

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

Section 5. Prohibited Conduct

A. No employee shall report for duty while under the influence of any drug or alcohol.

B. No employee shall operate a motor vehicle within four (4) hours after using alcohol.

C. No employee shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol, unless the alcohol is manifested and transported as part of a shipment. No employer having actual knowledge that an employee possesses unmanifested alcohol may permit the employee to drive or continue to drive a commercial motor vehicle.

D. No employee required to take a post accident alcohol test shall use alcohol for eight (8) hours following the accident or until he or she undergoes a post accident alcohol test or whichever occurs first.

Section 6. Testing

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

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

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

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

1. Random Testing

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

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

2. Reasonable Suspicion Testing

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

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

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

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

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

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

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

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

3. Post-Accident Testing

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

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

1) the employee receives a citation under state or local law for a moving traffic violation arising from the accident; or,

2) a fatality occurs (if a fatality occurs, each surviving employee shall be tested for alcohol and controlled substances).

4. Follow-up Testing

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

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

Section 7. Test Results

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

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

C. The Board shall use the split sample option and comply with all regulations related to such option. In the instance an employee requests to use the split sample for additional testing, the second test shall govern the test results.

The second test will be conducted at a different DHHS certified testing laboratory as directed by the MRO. If the second test is negative, the Board shall pay all costs of the second test. If the second test is positive, the employee shall pay the cost of the second test.

Section 8. Confidentiality

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

Section 9. Stand-Down Status

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

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

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

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

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

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

Section 10. Consequences of Confirmed Positive Test Results

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

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

a) be referred to a SAP for evaluation;

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

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

2. Non-safety sensitive positions shall be in the following job classifications: school lunch assistant; custodial; and/or, bus monitor. Placement into these positions will be based upon first available vacancy and qualifications as identified by Board approved job descriptions. It is understood that all provisions of the OTETA requirements will apply to

those employees who are re-assigned pursuant to this language. Refusal of placement will constitute no further obligation by the Board to continue the employment of the employee.

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

Section 11. Evaluation and Treatment

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

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

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

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

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

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

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

G. Rehabilitation costs shall be borne by the employee.

ARTICLE VII EMPLOYMENT CONDITIONS

TEMPORARY EMPLOYEES

Section 1.

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

PROBATIONARY EMPLOYEES (Annual Employees)

Section 2.

A. The first three (3) years of employment during which an employee holds the status of annual employee shall be considered the probationary period. For the first sixty (60) workdays and until the fingerprinting process is completed and a determination is made by the District Professional Standards Office of compliance with standards of good moral character, new employees:

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

2. May be terminated without cause

3. Will at the completion of the sixty (60) day period, if requested, receive a written general assessment.

B. Should the fingerprints of a new employee not clear within the sixty (60) day period for the purpose of fingerprints only, "A.2." above shall apply, otherwise the provisions for an annual employee, which follow, shall apply.

ANNUAL EMPLOYEES

Section 3.

A. An employee who has been hired for less than three (3) continuous years without a break in service will be considered an annual employee and shall have no expectation of employment beyond the period of employment for which he/she is employed. However, if an annual employee is recommended for suspension or termination during his/her present period of employment, it shall be for just cause. No employee shall be arbitrarily given a written reprimand.

B. Break in Service

Employees who are not reappointed due to allocation reductions at a specific cost center and are rehired by August 31st shall not be considered to have had a break in service when it pertains to their continuous employment date. This section does not apply to any non-reappointed employee who refuses an offer of employment prior to August 31st.

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

D. Annual employees shall be notified in writing at least one week prior to the Superintendent submitting recommendations for reappointment to the School Board if these employees are not being recommended for reappointment. Failure to give such

notice shall not constitute reappointment. An employee so affected may request a conference with the supervisor to discuss such actions.

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

F. If an annual employee transfers or is transferred to another cost center at the end of the third year, that employee may be continued as annual employee for the fourth (4th) year at the discretion of the receiving cost center supervisor provided the employee has been notified in writing prior to the transfer.

G. The parties agree that a third year annual employee who has exhibited performance problems may be offered a fourth year annual contract in lieu of non-renewal. By signing SCPS Form 1033 (Rev. 08-95), the employee waives his/her right to status as a regular employee as provided in the collective bargaining agreement. No employee shall be asked to sign the waiver if he/she has not been evaluated at least thirty days prior to presentation of the waiver, has not been notified or conferenced with, given recommendations and an opportunity to improve performance and has not had a follow-up evaluation.

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

REGULAR EMPLOYEES

Section 4.

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

B. A regular employee who has been hired for four (4) or more years may only be terminated for just cause except as otherwise provided in A. above.

C. If within sixty (60) work days of the regular employee being promoted, within the same cost center, in the judgement of the supervisor, the employee's quality of work is not such as to merit continuation in the new position, or the employee requests a transfer to his/her original position, he/she will be returned to his/her original (lower) position. The employee's rate of pay shall then be adjusted to that in effect for the lower position.

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

DISCIPLINE AND TERMINATION

Section 5.

A. Regular employees who have been hired for a minimum of three (3) continuous years (without a break in service as per Section 3.B.) shall not be disciplined (which shall include reprimands), suspended, or terminated except for just cause.

B. Warnings shall be reviewable through Step II of the grievance procedure.

C. An employee may be suspended without pay or discharged for reasons including, but not limited to, the following providing just cause is present:

1. Violation of School Board Policy
2. Violation of work rules
3. Insubordination--Refusal to follow a proper directive, order, or assignment from a supervisor
4. While on duty, the possession and/or the use of intoxicating beverages or controlled substances after reporting for work and until after the employee leaves the work site after the equipment, if applicable, has been checked in
5. Endangering the health, safety or welfare of any student or employee of the District
6. The conviction of a felony in the State of Florida or notice of conviction of a substantially parallel offense in another jurisdiction
7. An act committed while off duty, which because of its publication through the media or otherwise adversely affects the employee's performance or duties, or disrupts the operations of the District, its schools or other work/cost centers
8. Excessive tardiness
9. Damage to School Board property
10. Improper use of sick leave
11. Failure to perform assigned duties
12. Other infractions, as set forth from time to time in writing and disseminated by the Superintendent or designee.

D. Reprimands involving the employee's ability, character or integrity shall be conducted in private.

In instances where the behavior of the employee requires immediate action on the part of the administrator, the administrator will use professional discretion.

E. An employee recommended for suspension, without pay, or termination shall be advised that he/she is entitled to a formal evidentiary hearing under Florida Statutes 120.57(1) if the facts upon which the recommendation is based are contested or an informal hearing under F.S. 120.57(2) if the facts underlying the recommendation are not contested. All informal hearings will be conducted by the School Board, or a hearing officer, at the discretion of the School Board.

F. Notwithstanding Section 5.C. above, the Superintendent may suspend an employee, without pay, up to and including the appropriate number of hours equivalent to five (5) work days which shall be reviewable through Step III of the grievance procedure.

Section 6. TRANSFERS

A. Voluntary

1. An employee seeking a specific transfer will request it, in writing by submission of a resume, to the Human Resources Department.

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

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

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

5. A lateral transfer within a cost center shall not be considered a vacancy requiring posting.

6. 196 day assistants who seek a voluntary transfer in the same position will not be reduced in their contracted number of work days or hours. It is the responsibility of the employee to inform the supervisor as part of the transfer process of their desire to retain the same number of days currently worked.

B. Involuntary

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

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

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

- a. Program needs
- b. Employee qualifications
- c. District-wide seniority

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

Section 7. Hotline

A web based hotline shall be maintained on a twenty-four (24) hour basis to provide employees with knowledge of bargaining unit vacancies. Information shall be updated on a daily basis and shall include a description of the position or job title, cost center, and name of the appropriate contact person. The notice shall remain on the hotline for a minimum of three (3) days.

Section 8. Promotions

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

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

Section 9.

A. Lay-Off

In the event the Board determines that non-instructional staff must be reduced District-wide, the order of lay-off shall be based upon District-wide seniority.

B. Recall

1. Should the Board determine that a recall is necessary, within a job classification, the order of recall will be the inverse of the lay-off and shall be in effect for the current and ensuing fiscal year.

2. Failure to respond to a certified letter of recall within fifteen (15) work days from date of mailing automatically terminates the employee's right to recall. Date of recall shall be determined by the appropriate administrator.

Section 10. Evaluation

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

B. Only the principal, supervisor, cost center director/manager shall serve as Bargaining Unit evaluators. The principal, supervisor, cost center director/manager or their designee may require input for evaluation purposes by the supervising teacher(s) and/or by employees who have been designated the responsibilities of directing other employees in their work assignments. The evaluation form shall be reviewed and signed by an administrator.

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

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

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

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

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

3. An employee who is assigned or transfers to a different cost center shall be evaluated through the

procedures outlined in Section D. regardless of where he/she was in the three year cycle at his/her previously assigned cost center. After the first year at the new cost center, the employee may be evaluated using the procedures outlined above at the discretion of the cost center supervisor.

4. Should the cost center supervisor identify an area of concern in the employee's performance at any time in the three year cycle, the normal evaluation procedures as delineated in the collective bargaining agreement, which shall include the use of the regular Board approved evaluation form, shall be followed.

F. In the course of the evaluation process, the evaluator shall give the employee a copy of the completed evaluation form which is in triplicate. All copies of this form shall be dated and signed by the employee and evaluator, with two (2) copies retained by the evaluator, and the third copy given to the employee.

The employee's signature shall not be construed as an agreement to said evaluation. The employee shall have the opportunity to comment on the same form. If requested, the employee shall have a conference with the evaluator.

G. 1. On or before May 1, any employee whose performance is deemed to be unsatisfactory shall be advised by his/her supervisor. In such an event the annual assessment of the affected employee shall occur no sooner than June 1.

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

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

4. However, should an employee's performance become unsatisfactory subsequent to the annual assessment, a separate assessment addressing the area of concern(s) may be completed.

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

I. Investigation of Complaints

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

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

3. a. The cost center administration shall complete its initial investigation, reach a decision as to probable cause, provide a copy of the complaint and the initial investigative file to the employee, and file a copy of the complaint and initial investigative results in a "personnel file" as required by Florida Statutes 321.291.

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

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

(2) Any recommendation for suspension or termination must be made by the Superintendent within ten (10) days of the date upon which the employee is given a copy of the final investigative file.

4. Any employee may be suspended with pay pending investigation of a complaint, at the discretion of the Superintendent. The Superintendent may recommend that the employee be suspended without pay. That recommendation shall be considered by the School Board at its first regular or special meeting following the recommendation. The employee shall be given notice of the meeting and an opportunity to speak to the issue of suspension without pay and present evidence as to why the employee should not be suspended pending conclusion of the matter. The employee shall have the right to be represented by an Association representative or attorney of his/her choice at the meeting. The School Board may terminate or continue the suspension. Such suspension shall not be deemed to be discipline.

In the event probable cause is not found or the charges are dismissed the employee shall be immediately reinstated and paid all back pay and benefits.

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

6. If the investigation is concluded with the finding that there is no probable cause to proceed further and with no disciplinary action taken or charges filed, a statement to that effect signed by the responsible investigating official shall be attached to the complaint and a copy provided to the employee.

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

Section 11. Absence Without Leave

A. Employees will be considered absent without leave if they fail to notify their principal, appropriate director or supervisor that they will be absent from duty and the reason for such absence.

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

Section 12. Personnel Files

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

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

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

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

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

1. By certified mail, return receipt requested to his/her address of record; or

2. By personal delivery to the employee. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.

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

Section 13.

The Human Resources Department shall compile a list by job classification and continuous employment date of all annual employees who have completed at least two (2) years of continuous service and who have not been recommended for reappointment but received no less than "satisfactory" assessment/evaluation for the two (2) or three (3) year period as appropriate. If an employee refuses a placement offer, provisions of this section no longer apply. Prior to hiring anyone from outside the system, the Executive Director of Human Resources shall make every effort to place the individuals on this list in vacancies for which they are qualified. Placement shall be based upon continuous employment date. If there is more than one qualified person for a vacancy with the same continuous employment date, the work site administrator shall make the selection from among those individuals. The conditions of this section shall apply from each annual reappointment period to August 1st. If an employee refuses a placement offer, provisions of this section no longer apply.

All provisions pertaining to annual employees as outlined in Section 3 of this article shall apply to any employee placed in a position via this section of the contract.

**ARTICLE VIII
EMPLOYEE RIGHTS**

Section 1.

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

Section 2.

In the event an employee is attending an investigatory meeting which the employee believes could result in disciplinary action, said employee shall be entitled to representation, if he/she so requests.

**ARTICLE IX
GENERAL PROVISIONS**

Section 1.

The Bargaining Agent agrees that it will refrain from any act in which its members may be in conflict with the educational interest, welfare and safety of the pupil.

Section 2.

The Bargaining Agent agrees to encourage each member to assist in the maintenance of this contract.

Section 3.

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

Section 4.

The names of employees selected as Bargaining Agent Representatives shall be certified in writing to the School Board's Chief Negotiator by the Bargaining Agent. The Bargaining Agent agrees that activities by the Bargaining Agent Representatives shall be carried out in such a fashion as not to interfere with normal work production.

Section 5.

The Association may, at its own expense, provide a bulletin board for its exclusive use in the faculty lounge or other areas requested by employees.

ARTICLE X GRIEVANCE PROCEDURE

Section 1.

All employees shall have the right to a fair and equitable grievance procedure. Each employee has a right to this grievance procedure to be used for the settlement of disputes between the employee and his/her immediate supervisor involving the interpretation or application of this agreement. Discharge of a probationary employee or failure to appoint an employee for a succeeding year shall be non-grievable.

Section 2.

A grievance is an alleged violation, misinterpretation or misapplication of a specific provision of this agreement.

Section 3.

Each employee or group of employees has a right to this grievance procedure.

Section 4.

Whenever an employee feels that there is a grievance, every effort should be made to arrive, on an informal basis, with the immediate supervisor, at a mutually satisfactory solution to the

grievance. When this cannot be done, resort should be to the more formal procedure stated herein in an effort to resolve grievances. Grievances at Step I and Step II shall be conducted in private. The aggrieved employee and the administrator shall have the right in such instances to request the presence of a representative. Nothing in this agreement shall be construed to prevent any employee from presenting at any time his/her grievance in person or by legal counsel as outlined in Florida Statutes and the Florida School Code.

Step I

The employee shall submit to his/her principal or immediate supervisor a signed written statement of fact(s) on an official grievance form. Such statement shall be specific. Such grievance must be presented within a reasonable time, but in no event longer than fifteen (15) work days after an employee should have been aware of the act or condition which is the basis of his/her grievance. In the event such an alleged act or condition occurs within the last two (2) weeks of the employee's contract year, the grievance must be presented within twenty (20) calendar days.

Within ten (10) work days of the receipt of the grievance in writing a meeting shall take place between the principal or immediate supervisor and the grievant and, if either party desires, their representative. The principal or immediate supervisor shall respond to the grievant, in writing within ten (10) work days after the meeting and shall furnish copies thereof to the employee.

Step II

If the employee is not satisfied with the disposition of the grievance at Step I, the employee may appeal to the Superintendent or his designee within five (5) work days after he/she has received the disposition of Step I. Said appeal shall be written on the official grievance form and transmitted to the Superintendent or his designee in person or via certified mail, return receipt requested. Within ten (10) work days after receipt of the grievance at Step II the Superintendent or his designee

shall meet and confer with the employee with a view to arriving at a mutually satisfactory solution of the grievance. At the conference(s) the employee and the Superintendent or his designee may have his/her representative present. Absence of the Association's representative will not prevent the conference(s) from being held if the Association has been given forty-eight (48) hours prior notice.

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

Step III

If the Association is not satisfied with the disposition of the grievance at Step II, the Association within ten (10) work days after receiving the decision of the Superintendent, may submit the grievance to arbitration by so certifying their intentions in writing to the Superintendent in person or via certified mail, return receipt requested. The Superintendent and the Association, within ten (10) work days shall request a list of arbitrators from Federal Mediation and Conciliation Service (FMCS). Within ten (10) work days of the receipt of that list, the Association will meet with the Superintendent's representative to select the arbitrator. If the parties cannot agree as to the arbitrator, they shall immediately request that FMCS appoint a person as arbitrator. The parties shall forward to the arbitrator copies of all previous relevant actions and send a copy of same to the other party by certified mail, return receipt requested. The parties shall not be permitted, unless, so ruled by the arbitrator, or otherwise mutually agreed upon, to assert in such arbitration preceding any

evidence not previously disclosed to the other party prior to the proceeding. Both parties agree that the award of the arbitrator shall be final and binding providing the arbitrator complies with provisions of Section 4, of this article.

Section 5. General Provisions

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

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

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

D. The losing party shall pay any fees and expenses of the arbitration step in this procedure. In those cases where there is no prevailing party, as determined by the arbitrator, the cost shall be borne equally by the parties, except that the party requesting reconsideration or rehearing shall bear the full expense of the arbitrator.

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

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

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

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

I. All grievance steps and arbitration proceedings are to be conducted outside regular working hours unless the Board consents in writing to the contrary. When such grievance meetings and conferences are held during school hours, all employees whose presence is required shall be excused, with pay, from their normal duties.

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

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

L. When the immediate supervisor does not have the authority to resolve the alleged grievance, the grievance will be filed at the next appropriate level.

Section 6. Powers of the Arbitrator

It shall be the function of the arbitrator and he/she shall be empowered, except the hereinafter provided, after due investigation, to make a decision in cases of alleged misinterpretation, or alleged misapplication of the specific articles and sections of this Agreement in accordance with Chapter 682 (Florida Arbitration Code) and the Florida School Code.

The arbitrator in his/her decision shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His/her authority shall be strictly limited to the issue or issues presented to him/her by the parties and his/her decision must be based solely upon his/her interpretation of the meaning of the express relevant language of the Agreement. The parties agree that in such instance(s) the dispute entails the question of arbitrability or untimeliness the arbitrator will be selected to determine solely the question of arbitrability or untimeliness.

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

ARTICLE XI HEALTH AND SAFETY

Section 1.

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

ARTICLE XII INVASIVE HEALTH-RELATED PROCEDURES

Section 1.

Any bargaining unit member who performs catheterizations and/or tube feedings on a daily basis shall receive a supplement of \$360.00 annually.

Section 2.

No employee shall be expected to perform an invasive health-related procedure unless he/she is trained and designated competent to do so by a nurse.

Section 3.

No assistant shall be expected or required to train another assistant.

Section 4.

The District administration will establish CIC (Clean Intermittent Catheterization) Guidelines that will be implemented in each cost center when necessary to provide catheterization procedures.

ARTICLE XIII JOB SHARING

1. Definition

Job sharing is the employment of two non-instructional employees to perform the duties and responsibilities for one particular job allowing both employees to work in a part-time (50%) capacity. However, job sharing shall not be considered as regular part-time employment for the purpose of this contract.

2. Conditions for Job Sharing

A. Non-instructional employees wishing to job share shall be responsible for finding another appropriate non-instructional employee to be a job share partner. The principal or supervising administrator will make the final determination of the qualifications of job share partner.

B. The Department of Human Resources shall maintain a list of non-instructional employees who are willing to be a job share partner. This list shall contain the name, area of employment, and the school of each employee.

C. To fulfill their responsibilities, the non-instructional employees who job share may be required, with advance notice by the principal or supervising administrator, to attend at least one parent/teacher organization meeting per year.

D. Temporary employees shall not be eligible to participate in the job sharing program.

E. Both non-instructional employees shall be involved in designated activities and events which have an impact on the job which they share.

3. Approval for Job Sharing

A. Non-instructional employees wishing to job share must submit a written plan to the building administrator no later than April 1st of the year prior to the school year in which the job sharing will occur.

B. The written plan will include, but not be limited to:

- 1) job responsibilities
- 2) schedule of work hours and/or days
- 3) attendance on non-student attendance days

C. Principal shall notify non-instructional employees of the approval or denial of the plan no later than the last day of April.

D. If the non-instructional employees and the principal/administrator cannot reach agreement, an appeal can be made to the appropriate Executive Director. The Executive Director may find a different worksite which would accept job sharing as part of the appeals process, however, a vacancy would have to be available to place the job sharing participants at an alternate worksite. The final determination of an appeal rests with the Executive Director.

4. Duration

A. A job share agreement shall be for one school year.

B. Non-instructional employees wishing to extend the job sharing arrangement beyond one year shall reapply by April 1st of each year. However, non-instructional employees who reapply shall not be required to submit a complete plan for renewal. A renewal plan shall only address areas of concern identified by the principal in consultation with the non-instructional employees. In the case of an administrative or worksite change, the non-instructional employee may be required to submit a complete plan for renewal.

C. All job sharing positions must be approved by the Board.

D. 1) Should a non-instructional employee in a job sharing position wish to resign, it will be the responsibility of the partners to identify an employee who meets the criteria set forth herein to replace the resigning non-instructional employee. A replacement must agree to all terms and conditions in the initial plan.

2) The principal/administrator must approve the replacement.

3) Should no qualified and approved replacement be identified, the remaining non-instructional employee shall assume the full-time position.

E. 1) A non-instructional employee who does not intend to seek a job share renewal in a subsequent year shall notify his/her administrator no later than April 1st of the year in which the job sharing occurs.

2) A non-instructional employee who held a full-time position within the district prior to being employed in a job share position shall be returned to full-time status at the end of the job share position.

3) Whenever possible, the non-instructional employee(s) returning to a full-time position shall be placed in his/her original school, however, should no vacancy exist, the

employee will be placed in a comparable position.

5. Salary, Benefits and Leave

A. Each employee in a job share position shall receive an annual salary equal to one-half of the individual's salary (or the appropriate prorated amount) based on Appendix D.

B. The Board shall contribute one-half of the annual premium for group health and life/accidental death and dismemberment insurance for each employee. An employee may decline health benefits but shall not be entitled to the cash equivalent or any alternative benefit. Should one partner decline insurance coverage, the full premium for insurance as mentioned above shall be provided to the other partner.

C. Sick leave shall be granted at the rate of one-half (1/2) day per month (or the equivalent hours thereof) for each month worked.

D. Two days of personal leave (or the equivalent hours thereof) with pay may be charged against sick leave.

E. Vacation leave shall be granted at the rate of one-half of the appropriate number of hours as stated in Article XIV, Leaves and Temporary Duty.

6. Substituting

When possible, each non-instructional employee will substitute for the other when absent if a substitute is required for the position. The employee substituting shall receive the appropriate prorated substitute pay.

Non-instructional employees in a job share position which requires a substitute during his/her absence will be paid \$50.00 for perfect attendance for each quarter of the school year.

**ARTICLE XIV
LEAVES AND TEMPORARY DUTY**

Section 1. Sick Leave

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

B. Each employee shall be credited with four (4) contract days of sick leave (or the equivalent hours thereof) at the end of the first month of employment of each contract year, and thereafter, is credited with one (1) contract day of sick leave or the equivalent hours thereof at the end of each month of employment provided that such leave shall be taken only when necessary because of sickness as prescribed by Florida Statutes.

However, no employee may earn sick leave hours during a fiscal year which totals more than the equivalent of one day of sick leave for each month of employment. Such sick leave shall be cumulative from year to year.

If the employee terminates employment and has not accrued the leave hours equivalent to the four (4) days of sick leave available, the School Board will withhold the average daily amount for sick leave hours used but not earned by the employee. The Superintendent or his designee may require a certificate from a licensed physician or from the county health officer in cases of questionable use of sick leave.

C. Bargaining unit employees shall be entitled to transfer sick leave credit from other Florida school districts or a state educational agency to the District. Transferred sick leave shall be in addition to sick leave in which a staff member is entitled from this District. The transferred leave which is credited to an employee's account shall be at a rate equal to the number of sick leave hours earned annually with the District. It is the employee's responsibility to contact the other school district(s) or agency(ies) to request a transfer of sick leave.

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

E. Any SECA based employee covered by this contract may donate accrued, earned sick leave to the employee's spouse (person to whom the donor employee is legally married at the time of the donation), child (natural or adopted, but not step-child), parent (mother or father of the donor employee), or sibling (brother or sister, but not step-brother or step-sister), who is also a regular part-time or full-time employee of the school district (not a temporary employee, substitute, or OPS) at the time of the donation. The transfer of sick leave is subject to the following limitations and conditions:

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

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

(3) donated sick leave may not be used for personal leave;

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

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

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

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

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

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

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

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

Section 3. Personal Leaves

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

1. Parental/Maternity Reasons -- An employee may be entitled, upon request, to personal leave to begin at any time between the birth of his/her child and one (1) year thereafter.

2. Adoption of Children -- An employee may be entitled, upon request, to personal leave to commence at any time during the first year after receiving legal custody of an infant child or prior to receiving such custody, if necessary, in order to fulfill the legal requirements for adoption.

3. Political Reasons -- A leave of absence for a period equivalent to twenty (20) consecutive days may be granted to an employee upon request for the purpose of campaigning as a candidate for public office.

If the employee is elected to the office or appointed to an office, and the work of the public office would interfere with working, he/she may be entitled, upon request, to personal leave without pay, for one (1) year, renewable annually at the discretion of the Board.

4. Other Reasons -- Personal leave without pay may include: child care, medical reasons, religious reasons, illness in immediate family, Peace Corps, VISTA and other governmental agencies. Extended personal leave shall not be granted to employees who will be leaving the system to work in a paying job with exception of those previously stated.

B. 1. Leave hours up to the equivalent of six (6) contract days, with no more than six (6) taken consecutively, for personal reasons with pay shall be allowed each year provided that such leave be charged to the employee's accumulated sick leave and provided that such leave is non-cumulative. Employees requesting a short-term personal leave shall not be required to give a reason for taking leave. In the event that more than ten percent (10%) of the work force at a cost center requests personal leave on a given day, the cost center supervisor may deny leave to those employees exceeding the ten percent (10%) figure on a "last applied-first denied" basis. These hours cannot be granted immediately preceding or following a negotiated teacher workday, a school board approved holiday, a student attendance day that precedes or follows a holiday, negotiated make-up day, or Winter/Spring/Summer

vacation or during the first five (5) student attendance days and the last five (5) student attendance days except in cases of emergency; to attend the graduation of an immediate family member or self; to enroll a child in school or college; to attend the wedding of self or an immediate family member; or, to observe a religious holiday. In the event such personal leave with pay is denied by the immediate supervisor and the employee feels that the request is justifiable, he/she may appeal the decision to the Director of Employee Relations or designee.

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

3. Personal leave, with pay shall not be granted to temporary employees as defined in "Employment Conditions" article.

Section 4. Military Leave

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

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

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

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

B. All employees who are members of the United States Armed Services or the National Guard shall be entitled to leave of absence from their respective duties, without loss of pay, time or efficiency rating, on all days during which they are engaged in either active duty, field exercises or training in which they are so ordered. Paid leave for field exercises or training shall not exceed the equivalent of seventeen (17) working days and paid

leave for active duty shall not exceed the equivalent of thirty (30) working days in one (1) school fiscal year.

Section 5. Vacation - Annual Leaves - 12 Month Employees

A. Employees with five (5) years or more continuous service in Seminole County will earn annual leave at the appropriate number of hours equivalent to the rate of one and one quarter (1 1/4) days per month or fifteen (15) working days per year. Persons with ten (10) years service will accrue leave at the appropriate number of hours equivalent to the rate of one and one half (1 1/2) days per month or eighteen (18) working days per year. Persons with less than five (5) years continuous service will earn the appropriate number of hours equivalent to one (1) day a month.

B. During a fiscal year, annual leave may be accrued in excess of fifty (50) days or the equivalent number of hours thereof. However, annual leave credits by these employees that are in excess of fifty (50) days or the equivalent number of hours thereof during the fiscal year are forfeited at the close of business on June 30 of each year. Personnel will not be eligible to take vacation leave until they have completed their sixty (60) days probationary period.

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

D. An employee transferred from a 12-month position to a 10-or-11 month position shall be entitled to use accrued vacation time.

Section 6. Temporary Duty

A. Temporary duty is duty for the benefit of the school district and generally initiated by the school or district office. Temporary duty shall not be used for Association business.

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

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

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

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

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

Section 7. Jury Duty/Court Duty

Temporary duty with pay will be granted to an employee who is summoned to serve on a jury, subpoenaed to appear at a legal proceeding as a witness, if he is required by law to attend, or to make appearance in any court proceeding resulting from activities relating to the employee's employment with the school district. Such leave must be requested and approved in advance.

In no case shall temporary duty with pay be granted for court attendance when an employee is engaged in his/her personal litigation. However, employees may utilize accrued vacation leave for such purposes with approval of the responsible supervisor.

Section 8. Family Medical Leave

A. Family Medical Leave Act

All provisions of this article shall be interpreted so as to comply with the requirements of the Family Medical Leave Act, known as the "FMLA," effective on February 5, 1994, and which implements federal regulations. In the event of conflict between this article and FMLA or its regulations, the FMLA and its regulations shall control.

B. Definitions

The following definitions shall apply to this article:

1. Eligible Employee: The term "eligible employee" means an employee who has been employed by the School Board of Seminole County for at least twelve months prior to the time that FMLA leave is requested and who has worked for at least 1,250 hours during the twelve months immediately prior to the time that FMLA leave is requested.

2. Parent: The term "parent" means the biological parent of an employee or an individual who in fact acted as that employee's parent before the employee became a legal adult.

3. Son or Daughter: The term "son or daughter" means a biological, adopted, foster child, stepchild, legal ward, or a child of a person standing in loco parentis who is under the age of 18 years or is 18 years of age or older and incapable of self-care because of a mental or physical disability.

4. Spouse: The term "spouse" means a husband or a wife as defined by the laws of the State of Florida.

5. Serious Health Condition: The term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care

in a hospital, hospice, or residential medical care facility or continuing care by a health care provider or one which prevents the employee from performing the essential duties of his/her job.

6. Other Definitions: The definitions contained in FMLA, as explained in the applicable federal regulations apply to this article and shall be controlling in the event of conflict with any definitions herein stated.

C. Employee Eligibility

Any bargaining unit employee, who has been employed by the School Board for at least twelve (12) calendar months prior to the effective date of FMLA leave and who during that twelve (12) calendar month period has worked at least 1,250 hours (as determined by the employee's payroll records) shall be eligible for leave.

D. Reason for Leave

1. FMLA leave shall be granted to eligible employees for the following reasons:

a. to care for the requesting employee's child after birth or following placement for adoption or foster care;

b. to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or,

c. for a serious health condition that makes the employee unable to perform the requesting employee's job.

d. Any qualifying exigency that arises because the spouse, son, daughter, or parent of an employee is on active duty or has been notified of an impending call or order to active duty as a member of the National Guard or Reserve or a retired member of the Regular Armed Forces or Reserve in support of a contingency operation. Qualifying exigencies may include attending certain military events, arranging for alternative child-care, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

e. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member is entitled to a total of twenty-six (26) weeks of unpaid leave during a twelve (12) month period to care for the service member. This leave is available only during a single twelve (12) month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his/her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

f. During the single twelve (12) month period described above, an eligible employee is entitled to a combined total of twenty-six (26) weeks of leave under the provisions of Section D. 1. a) - e). This does not limit the availability of leave under Section 1. during any other twelve (12) month period.

2. FMLA leave will not be granted to care for a child after birth, or following placement for adoption or foster care for any period longer than one year from the date of the birth or placement of the child.

E. Leave Year

An eligible employee is entitled to take up to twelve (12) weeks of FMLA leave in any fiscal year. The total amount of FMLA leave in any one fiscal year may not exceed twelve (12) weeks. In the case of FMLA leave taken on account of a serious health condition that makes the employee unable to perform the employee's job or to care for a parent, spouse, or son or daughter that has a serious health condition, the length of the leave may not exceed the duration of the serious health condition or twelve (12) weeks, whichever is the shorter period.

F. Use of Paid Leave

When an employee requesting FMLA leave has accrued sick leave or vacation leave, the employee shall be required to first use that earned or accrued sick or vacation leave prior to taking FMLA leave. When an employee on paid leave which was initiated as paid leave, requests to extend that leave by the use of FMLA leave, the employee shall be required to first use any

remaining paid leave before going on FMLA leave.

G. Group Medical Insurance

1. The School Board shall continue an employee's group medical insurance in full force and effect during any FMLA leave, to the same extent as when the employee worked prior to taking FMLA leave. The employee will continue to be responsible for the employee's share of the cost of the insurance coverage while on FMLA leave.

2. An employee's health insurance coverage will be canceled if the employee is more than thirty (30) days late in paying the employee's share of the health insurance coverage provided during the employee's FMLA leave.

H. Recovery of Employer's Payments for Group Medical Insurance

1. If an employee fails to return to work after the employee's FMLA leave is depleted or expires, the School Board may recover its share of any premiums paid for the employee's health insurance while the employee was on FMLA leave unless: the employee fails to return to work because the serious health condition for which the employee took FMLA leave continues or reoccurs; because the employee suffers a different serious health condition; or, the employee does not return to work for reasons beyond the employee's control.

2. If an employee claims that he/she cannot return to work after his/her FMLA leave is depleted or expires, the School Board may require verification of the employee's continued or reoccurring health condition or onset of a new serious health condition or that of the family member whose condition was the reason for the employee taking FMLA leave.

I. Both Husband and Wife are Employees of the School Board

When both the husband and the wife are employed by the School Board the combined total amount of the leave available for both of them, when the leave is to care for a newborn child or a child newly placed for adoption or foster care, is a maximum of twelve (12) weeks.

J. Notification of Intent/Need to Take FMLA Leave

An employee who is planning to take FMLA leave must give the School Board thirty (30) days notice before the expected start of FMLA leave if the leave is for the expected birth, placement for adoption or foster care of a child, or planned medical treatment for a serious health condition for the employee or a family member. If it is not possible for the employee to give thirty (30) days notice because of reasons such as a medical emergency, a change in circumstances, or because the employee cannot determine approximately when the leave will begin, the employee should give notice as soon as possible.

K. Medical Certification

1. **Illness of a Family Member:** When the employee is requesting FMLA leave for a serious health condition of the employee's spouse, child, or parent, the School Board may request that the employee provide a statement from the spouse's, child's or parent's doctor certifying that it is necessary for the employee to care for that person and stating the estimated time for which the care will be needed.

2. **Illness of the Employee:** When the need for FMLA leave is the serious health condition of the employee, the School Board may require that the employee's doctor provide certification of the condition for which leave is requested. The School Board may require a second and third certification by doctors that it selects, at School Board cost.

L. Periodic (Intermittent) Leave for Planned Medical Treatment

1. Periodic or intermittent leave may be taken when the employee, the employee's spouse, child, or parent has a serious medical condition that requires periodic treatment or care and it is foreseeable that the employee will need short periods of time off.

2. Intermittent leave may be taken in blocks of one or more days or partial days, separated by blocks of one or more days or partial days of work. The need for intermittent leave must be certified as medically necessary by the employee's doctor or the employee's, spouse's, child's, or parent's doctor.

3. An employee requesting intermittent leave must make every attempt to schedule the leave so as to not disrupt the operations of the School Board. The School Board may, during the time for which intermittent leave is required, assign the employee to an alternate position at equivalent pay and benefits if necessary to accommodate the employee's need for such leave.

4. The employee must give the School Board thirty (30) days notice of the need for such leave unless it is not possible to do so. In that case, the employee must give the School Board as much notice as possible.

M. Return to Employment/ Restoration to Position

Upon return from FMLA leave, an employee will be restored to the employee's position prior to leave or an equivalent position. If the employee is placed in an equivalent position, that position will be at the same pay, benefits and other terms and conditions of employment under the collective bargaining agreement and/or applicable School Board policy.

N. Caution

This article does not set forth all of the provisions of the Family Medical Leave Act or the implementing federal regulations. Employees who are planning to take FMLA leave or who do take FMLA leave should notify their designated Personnel contact for a full explanation of the law as it applies to their FMLA leave request and to determine if they are eligible for FMLA leave.

Section 9. General Provisions Governing Leaves

A. Application for personal, vacation, maternity, military, extended leave and assignment for temporary duty must be made in writing and presented for approval ten (10) days prior to the date leave is requested.

All requests for leaves must be signed by the employee, recommended by the principal, immediate supervisor and cost center director, and approved by the Superintendent or his designated representative, under authority granted by the School Board.

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

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

D. Leaves shall be granted for no more than one (1) school year at a time. Leaves may be renewed for the succeeding year, however, no more than two consecutive years of leave shall be granted.

E. A leave granted establishes an employee/employer relationship during the length of said leave. Granting of a leave to an annual employee during a particular fiscal year does not denote rehire for the ensuing year. An employee who desires to return to employment following the termination of a leave shall be given his/her position in the same school or office provided the leave terminates prior to the end of the employment period or the employee returning from leave is reappointed for the ensuing year. Bargaining unit members who have been granted leave through the end of the employee calendar year shall, no later than March 10, notify the district office or work center head, in writing of their intent to return the next fiscal year, their intent to request an extension of the leave or a letter of resignation effective at the end of the leave.

The Board may consider that failure to comply with this requirement constitutes a resignation by default on the part of the bargaining unit member. However, the bargaining unit member may apply and be considered for re-employment by the Board. The administration agrees to furnish the Association a list of the bargaining unit members on leave for the remainder of the school year as of February 20.

F. Any employee granted a leave of absence as provided in this article shall be given an opportunity, unless otherwise provided, to continue insurance coverages in existing school programs during the leave provided such leave is acceptable by the insurance carrier and provided that full premiums for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due.

G. Leave granted on the request of an employee shall be for particular purposes or causes which shall be set forth in a written application for leave. The School Board shall have the right to determine that the leave is used for the purposes or causes set forth in the application, and if not so used the Board shall have the authority to cancel the leave.

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

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

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

ARTICLE XV MANAGERIAL RIGHTS

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

**ARTICLE XVI
NEGOTIATION PROCEDURES AND GUIDELINES**

Section 1.

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

Section 2.

In any negotiations described in this agreement neither party shall have control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority vote of the Board and majority vote of those voting in the Bargaining Unit.

The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. When engaged in active negotiations both parties agree to bargain in accordance with the guidelines established in Section 7.

Section 3.

The Board will provide each work center with a copy of the Agreement to be located in a place accessible to the employee. The Board shall give twelve (12) copies of the Agreement to the Association.

Section 4.

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause as the case may be, shall be automatically deleted from this agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted article, section, or clause. The deleted article, section, or clause, as well as any article, section, or clause so affected by the deletion shall be mutually rewritten within thirty (30) days unless extended by mutual agreement and in accordance with Chapter 447, Florida Statutes.

Section 5.

If either party so desires to alter, renew or terminate this agreement upon its expiration, a written notice must be submitted to the other party prior to May 15th of the year in which the agreement expires. If such notice is given, negotiations shall be initiated on or before June 1st. Negotiation sessions will be held at mutually agreed upon times and places.

When a multi-year agreement has been negotiated between the parties the following procedures will be followed to allow for bargaining re-opener articles. At any time subsequent to May 1 of any particular year either party may give written notice of its intention to open negotiations for an amended Agreement for the subsequent year(s) on the following articles:

Compensation and Expenses and Other Fringe Benefits and one (1) article may be chosen by the Board and one (1) article chosen by the Association. If such notice is given, negotiations will be initiated on or after May 15 of the respective year. When such articles are opened for negotiation, the existing articles will terminate on June 30 of the respective year. Such amendments will become effective on the date agreed upon by both parties.

Section 6.

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

Section 7.

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

A. Each team shall be limited to not more than six (6) members present at the table at any one given time.

Each team reserves the right to bring in consultants, when necessary. The Board's chief negotiator will provide a secretary who will furnish typed minutes to the Association's chief negotiator to be approved at the next session. Minutes to previous meetings shall be acted upon at the beginning of each meeting and initialed by each chief negotiator.

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

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

D. Neither negotiating team is expected to make a binding Master Contract Agreement without the expressed approval of the body the team represented. All tentative agreements reached will be initialed by the chief spokesman of each party. Two (2) initialed copies shall be retained by the Association and two (2) by the Board.

E. There shall be no ratification of specific sections of the contract by either the Bargaining Unit or School Board of Seminole County until complete agreement has been reached for the Master Contract.

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

G. Meetings will be held at mutually agreed upon times and dates. Meetings may be canceled by either party serving notice on the other at least twenty-four (24)

hours prior to the meeting. Canceled meetings by either party may be scheduled for a later date, by mutual consent. Special meetings may be called by mutual consent.

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

ARTICLE XVII OTHER FRINGE BENEFITS

Section 1.

A. Insurance Selection Committee

An Insurance Selection Committee of seventeen (17) members shall be established by the Superintendent. The purpose of the committee is to regularly study all aspects of the District's employee insurance programs, including application of the insurance trust fund monies, and make recommendations to the Superintendent.

The committee shall contain no less than two (2) bargaining unit members selected by the Association president. The Insurance Selection Committee may meet during the duty day. The first meeting of the committee shall be held no later than September 30 providing the Association furnishes a list of their insurance committee members to the Board's Chief Negotiator on or before September 15.

Section 2. Health Insurance

The Board shall provide an insurance program as a benefit for employees as follows:

A.1. For the 2010-2011 plan year only, the Board will contribute \$6,303.14 which will cover one hundred (100%) of an individual single premium for the Base Choice insurance plan for any employee. This coverage will be for twelve (12) month coverage (November 1, 2010 through October 31, 2011) for each employee who is working fifty percent (50%) or more of the full-time position. If an employee opts to select the buy up option,

the Board's contribution will be equivalent to the premium paid for the Base Choice plan. Those employees who are employed less than fifty percent (50%) and were hired prior to July 1, 1991 who have been provided an employer paid comprehensive health care program as an insurance benefit shall continue to receive said benefit as long as the employer/employee relationship exists.

2. In the event that an employee enters service on or after the beginning of the contract year, the Board shall contribute so much of the annual single premium as will continue the employee's coverage until July 31st provided the employee shall remain employed until the end of the contract year in which he or she became employed. If an employee resigns or employment is terminated anytime prior to the end of the contract year, the termination of his/her health insurance benefits will coincide with the effective date of resignation/termination of employment.

3. All newly hired employees eligible for benefits have thirty days to select their benefits and to submit a completed enrollment form and applications to the District's Payroll/Benefits department. The employee's insurance will be effective the first of the month following ninety (90) calendar days from the initial date of employment and receipt of the employee's enrollment selections in the Payroll/Benefits department. All newly hired employees with benefit coverage will be subject to limitations for pre-existing conditions as outlined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The limitations for pre-existing conditions referenced in this section do not apply to an employee who was on a leave of absence and who maintains his/her health plan premium.

4. New hires eligible for healthcare benefits shall be placed on the Base Choice healthcare plan of the Board's insurance program if that employee fails to make an election for insurance within the first 30 days of the position start date. These individuals shall not be eligible for the disability plan.

B. A school employee who is injured in the line of duty shall have his/her individual single premium, as specified above, paid by the Board until such time as a physician releases the employee to return to duty or until employment is terminated, whichever comes first.

C. When an employee who is on a sick leave of absence has used up his/her accrued sick leave days the Board will pay one (1) month's single member premium as stated above for the employee's Comprehensive Health Program. If applicable, the one month's premium will be part of the coverage provided under the provision of the Family Medical Leave Act.

Section 3.

Employees who are eligible for benefits may elect to receive the Board provided Disability Income Plan in place of coverage as listed in "2.A" above, provided the employee can show proof of medical coverage.

Section 4. Cafeteria Style Insurance Plan

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

B. The optional benefits are: dependent health coverage, additional life, cancer, dental, short-term and long-term disability, hospital income protection, long term care, and vision insurance. Once an employee has made a selection of benefits the employee may not change such selections during the plan year unless a change in family status occurs as defined by I.R.S. Rules.

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

1. Dependent child care reimbursement accounts

2. Dependent elder care reimbursement accounts
3. Medical expense, flexible spending account. Employee's maximum contribution to this account is limited to \$2000.00.
4. Long term care

Section 5. Optional Insurance

An employee at his/her option may choose to purchase the following insurance, as offered by the Board designated carrier through payroll deduction:

- A. Dental Insurance
- B. Disability/Income Protection
- C. Cancer Insurance
- D. One times, two times, three times or four times an employee's annual salary of term life insurance and accidental death and dismemberment coverage to a maximum of \$3000,000
- E. Short-term and Long-term Disability Insurance
- F. Hospital Income Protection
- G. Vision Insurance
- H. Term life insurance for spouse
 - I. Term life insurance for dependent children
- J. Long term care insurance

Section 6. Enrollment Period

A. An "annual" enrollment period shall be held at a time mutually agreed upon by the District and the Association. During the enrollment period, any employee previously eligible for benefits who had not enrolled in one of the Board provided healthcare options will be permitted to enroll in such a plan upon providing proof of insurability. The insurance carrier may decide to accept the employee into the plan subject to limitations for pre-existing conditions as outlined under HIPAA.

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

B. No changes in the insurance selection will be made by the employee during the year except for changes such as marriage, divorce, death, additions or deletions to family.

C. 1. In the event an employee withdraws participation in a particular plan, he/she will not be allowed to re-enter the plan during the fiscal year. Re-entry into the plan subsequent to the close of the fiscal year is dependent upon satisfactory completion of the plan's re-enrollment requirements.

2. Upon return from a Board approved leave without pay and after having failed to pay the insurance premium, in accordance with this agreement, that employee shall be entitled to single coverage health plan during the remainder of the benefit year provided the employee maintains an employee/employer relationship with the Board. However, the employee will be subject to limitations for pre-existing conditions as outlined under HIPAA. The single coverage will be re-instated on the first of the month following 30 days after the return from leave and receipt of enrollment forms in the Benefits Department.

3. Should an employee return from leave and after having failed to pay the premium for dependent coverage, and the dependents are able to prove insurability, the dependent coverage shall be re-instated on the first of the month following approval by the carrier.

Section 7.

The Board shall provide one times the employee's annual salary of term life insurance and one times the employees' annual salary of accidental death and dismemberment insurance with a minimum of \$25,000 and a maximum of \$150,000 for all employees who are eligible for benefits.

Section 8. Insurance Trust Fund

All monies in the insurance trust fund shall remain in the fund. All monies in the insurance trust fund, including interest earned on investments will be used for the support of direct costs of insurance benefits for employees.

Section 9. Retired Employees

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

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

Section 10. Worker's Compensation

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

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

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

D. Should an employee elect to utilize either sick or vacation leave to offset the worker's compensation benefit, one-third (.3333) of a day or the equivalent hours thereof will be charged against the employee's accrued leave balance for each day of worker's compensation absence. The employee's biweekly gross pay will reflect a reduction of the remaining equivalent hours which equals 2/3 of a day's pay for each day of worker's compensation absence. The worker's compensation payments, pursuant to Florida Statutes, will be sent directly to the employee by the District's carrier.

Such deduction shall be made for regular workdays, paid holidays, and paid vacation until all accrued leave is used or the employee is able to return to work, whichever occurs first. A delay may occur in reporting worker's compensation absentee data. Therefore, a final adjustment of pay (+ or -) will be made to the employee's first regular paycheck following his/her return to duty.

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

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

- 1) Applicable taxes
- 2) Garnishments (i.e., levies, child support, writs)
- 3) Insurance benefits
- 4) Annuities
- 5) Professional dues
- 6) Credit Union
- 7) United Way

Section 11. Employee Assistance Program

The Board shall offer an Employee Assistance Program which will provide the employee the opportunity for confidential, professional assistance for personal problems affecting job performance.

Section 12. Tax Sheltered Annuities

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

Section 13. Payroll Deductions

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

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

Section 14. Credit Union

Payroll deduction for employee credit union participation, when requested by the employee, will be provided by the Board at no cost to the employee. Enrollment periods for the above will be at the employee's request with sufficient notification to the Payroll Department.

Such deductions shall be transmitted within two (2) work days of the pay date to the Credit Union.

Section 15. Direct Deposit

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

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

C. If an employee participates in the School Board's Direct Deposit program and is reported absent without pay in the final week of a pay period, every effort shall be made by the Payroll Department to deduct such absences from the current pay period's check prior to balancing the payroll. In the event the deduction for absences cannot be applied prior to balancing, the Payroll Department is hereby authorized to automatically deduct such overpayments from the paycheck immediately following the pay period in which said absences occur. The Payroll Department will send written notification to each effected employee of said dollar amount to be deducted. Such written notification will require the employee's signature as acknowledged receipt of the information and must be sent to the employee within three working days of the payday in which the overpayment occurred.

Section 16. Retirement Terminal Pay

A. Upon official retirement date/DROP exit date of January 1, 2006, or later, an employee will receive terminal pay for unused sick leave hours multiplied by 50 percent of the employee's hourly rate of pay up to 100 days; 75 percent of the employee's hourly rate for days over 100 and 13 years of service in SCPS; 80 percent of the employee's hourly rate for days over 100 and 14-19 years of service in SCPS; 90 percent of the employee's hourly rate for days over 100 and 20-24 years of service in SCPS; and 100 percent of the employee's hourly rate for days over 100 and 25 plus years of service in SCPS.

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

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

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

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

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

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

6. During the 14th-19th years of service in Seminole County, the hourly rate of pay multiplied by 50 percent times the number of hours of accumulated sick leave up to 100 days or hours equivalent thereof and 80 percent times the number of hours of accumulated sick leave in excess of 100 days or hours equivalent thereof.

7. During the 20th-24th years of service in Seminole County, the hourly rate of pay multiplied by 50 percent

times the number of hours of accumulated sick leave up to 100 days or hours equivalent thereof and 90 percent times the number of hours of accumulated sick leave in excess of 100 days or hours equivalent thereof.

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

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

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

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

F. A 401(A) Plan is required for all bargaining unit members. The program will place the employee's terminal leave payout at the time of retirement (for sick and/or annual leave) into a 401(A) IRS approved plan subject to applicable restrictions. Monies placed into the plan can be withdrawn at age 55 without penalty. If an employee under age 55 requests his/her funds within 45

days of actual termination of his/her employment, the School Board will authorize a payment necessary to hold harmless said employee from the penalty imposed for early withdrawal. Any other deductions such as federal income taxes will be borne by the employee at the time of withdrawal of funds.

Section 17. Mileage

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

Section 18. Uniforms

A. Full-time (7 1/2 hour) employees employed in the positions below will receive an allowance paid by the School Board:

Nurse LPN

B. Such allowance as stated in A. above will be in the amount of one hundred thirty dollars (\$130.00) to include purchase and income tax offset.

C. Employees employed after the beginning of the employment year will receive fifty dollars (\$50.00) upon initial employment. At the end of the sixty (60) days probationary period as specified in Employment Conditions Article, provided employment is continued, the remainder of the uniform allowance and income tax offset will be paid on a pro-rata monthly basis to the end of the fiscal year.

D. Regular half-time employees listed in A. above shall receive one-half (1/2) the uniform allowance paid to full-time employees.

E. Vision assistants will be provided laboratory coats by the School Board.

F. Employees receiving a uniform allowance paid by the Board shall wear the approved uniform at all times while on duty.

**ARTICLE XVIII
POLITICAL FREEDOM**

Section 1.

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

Section 2.

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

Section 3.

All employees shall be entirely free from political domination or coercion, or the pretended necessity of making political contributions of money, or other things of value, or engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as employees of the school system.

**ARTICLE XIX
RECOGNITION**

Section 1.

Pursuant to the action of the School Board on July 9, 1975, and pursuant to the order of PERC 8H-RA-754-2160, dated November 26, 1975, as subsequently amended by PERC, the School Board recognized the Seminole Educational Clerical Association, Inc. as the sole and exclusive representative of the employees within the bargaining unit covered by this agreement for the purpose of collective bargaining in respect to wages, hours and terms and conditions of employment of the School Board employees fully described in Appendix A.

Section 2.

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

Section 3.

The provisions of this contract are not to be interpreted in any way or manner to change, amend, modify or in any other way delimit the exclusive authority of the School Board and the Superintendent for the management of the total school system or any part of the school system.

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

- A. selection and promotion of employees,
- B. separation, suspension, dismissal, and termination of employees,
- C. the designation of the organization structure of the Seminole County Public Schools and the lines of administrative authority of Seminole County Public Schools.

It is understood and agreed that management possesses the sole right, duty, and responsibility for operation of the schools and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of the agreement. These rights include but are not limited to the following:

Discipline or discharge of any employee,
Direct the work force,
Hire, assign and transfer employees,
Determine the missions of the Board agencies,
Determine the methods, means, number of personnel needed or desirable for carrying out the Board's missions,
Introduce new or improved methods or facilities,
Change existing methods or facilities,
Relieve employees because of lack of work,
Contract out for goods or services, and
Such other rights, normally consistent with management's duty and responsibility for operation of the Board's services, provided, however, that the exercise of such rights does not preclude the Bargaining Unit from conferring about the practical consequences that decision may have on terms and conditions of employment.

ARTICLE XX PROFESSIONAL DEVELOPMENT

Section 1.

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

B. The Board will provide the UniServ office a copy of all professional development/in-service publications which are intended to notify bargaining unit employees of offerings.

1. The Professional Development office should issue a newsletter prior to the opening of school in July

which should include a list of all activities for the upcoming school year.

2. The Professional Development office should publish postings of upcoming courses to be displayed at the cost centers such postings shall include offerings provided by the UniServ office.

Section 2.

Employees may earn professional development inservice points to be used as a basis for a professional development supplement. An annual supplement will be added to the salary of an employee who has completed sixty (60) inservice points within a three year period. Upon approval of the sixty (60) points, such supplement will be paid in a lump sum payment at either the employee's first payday in January or the employee's first payday in June and will continue to be paid in a lump sum payment at the same time each year for two (2) successive fiscal years provided the employee remains in a bargaining unit position.

An employee on leave of absence who has earned a supplement and has worked one day over one-half of his/her contracted year will be entitled to a supplement. The request for such payment must be approved two (2) pay periods prior to its implementation.

An employee who is entitled to the supplement and who has been laid-off shall receive said supplement, as scheduled, if recalled within sixty (60) days of their normal starting date for their position. Eligibility for the professional development supplement shall be determined by the following criteria:

- A. One inservice point shall be equivalent to one clock hour of participation.
- B. All inservice points earned must:
 - 1. be included in the Master Plan for Staff Development, and/or;
 - 2. be a college course approved in advance, by the District Administration, in which a grade of "C" or higher was received; and,

3. in both cases, must be related to the assignments within the bargaining unit.

C. 1. Only inservice points earned on off-duty hours will be incorporated in the sixty (60) points used for the supplement.

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

D. Notices of inservice programs for non-instructional personnel will include a designation for target audiences. This designation will indicate who is eligible to attend and receive points for a given workshop.

Those who do not meet the criteria of the designated target audience shall not register for nor receive inservice points for the given workshop.

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

- 1 semester hour = 10 points
- 1 quarter hour = 6 2/3 points
- 3 quarter hours = 20 points

F. An employee may receive only one supplement at a time.

G. The employee has a three (3) year period to earn sixty (60) points. Once the sixty (60) points have been earned and after the first check (in each three [3] year period) has been received, the employee may start earning another set of sixty (60) points. An employee may earn ten (10) inservice points each year within the next three (3) year period that may be carried forward and applied to subsequent supplement sets (3 year period).

Once the first check of a three check supplement set has been received, the recipient may begin earning points toward the next supplement set. An example would be:

1st Check
Based on 60 Points

<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
(After Check) Earned 90 Points 60 to Next Set	Earned 20 Points	Earned 25 Points
30 Left Over Carry Over 10	Carry Over 10	Carry Over 10

4th Year
2nd set of checks

Start from 1st year earned
Earned 30 points plus total of 30 points carry over equals enough points for another set starting the 7th year, etc.

H. Inservice points earned toward the sixty (60) hours to be used for the supplement shall be on the inservice print-out provided to the schools.

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

Section 3.

A. The Board shall establish a Professional Development Day for clerical employees. This day shall be the same date as an established Staff Development Day as set forth in the school calendar.

B. At least fifty percent (50%) of the bargaining unit within a work center shall be permitted to attend the Professional Development Day specified in A. above, when requested by the employee.

C. Up to six (6) bargaining unit members in charge of Professional Development Day shall be permitted to attend the professional development program all day. No more than two (2) bargaining unit members will be permitted from one cost center.

ARTICLE XXI SUBSTITUTING

Section 1.

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

Section 2.

Instructional/ESE/Technical assistants and PreK assistants who substitute for the Lead CDA who have been employed by the District and have met the District requirements for substitute teaching may be assigned the duty of substitute teaching for an entire teacher work day (7 hours) at the discretion of the principal. In such cases, the Instructional/ESE/Technical assistant will receive an additional \$50.00 per day. An Instructional/ESE/Technical assistant and a PreK assistant who substitutes for the Lead CDA will not substitute for an entire day more than ten days per year. The ten days may be extended upon approval by the Executive Director of Human Resources or the Director of Employee Relations.

At the discretion of the principal, a clerical employee may be assigned the duty of substitute teaching in an emergency situation, not to exceed two (2) hours in any one day. In said event an employee's liability shall be in accordance with the provisions of Section 768.28, Florida Statutes.

Section 3.

Instructional assistants employed by the district for at least one (1) year shall have the twenty-five dollar (\$25) fee for their Seminole County substitute teacher certificate waived.

**ARTICLE XXII
SUMMER EMPLOYMENT VARIATIONS**

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

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

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

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

Section 5.

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

Section 6.

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

Section 7.

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

ARTICLE XXIII WORKING CONDITIONS

Section 1. Work Scheduling

A. The standard number of working hours during any standard work week is noted in "Article IV, Days and Hours."

B. The normal work week shall consist of no more than five (5) consecutive days of work (Monday through Friday) at the regular rate of pay.

C. Where weekend work is necessary, the Board shall make every effort to rotate schedules to distribute weekend assignments equally.

D. Employees shall not be required to report to work prior to the established starting time nor be required to work beyond their scheduled work day unless they are compensated for such additional time, either monetarily or with compensatory time as agreed upon prior to assignment.

Accumulation of compensatory time shall be filed by the employee on a form provided by the county and approved by the principal/ immediate supervisor immediately following the extra time worked. Upon request a copy of such will be given to the employee.

Section 2. Overtime

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

The rate of time and one-half of the normal rate shall be paid for all hours in pay status per week over the regular weekly task assignment aggregating more than a maximum of 40 hours per week. Giving consideration to the organizational subdivisions of the Board, assignments and shifts, the Board shall distribute overtime among employees as equally as practicable. Overtime worked shall be reflected on the pay stub. Time off may be granted in lieu of overtime pay at the rate of time and one-half (1 1/2), provided same is consistent with the Fair Labor Standards Act.

Section 3.

A. Absence due to injury and disability as a result of an assault by students or non-students on school property or off school property, when the employee is on school business, shall not be charged against the employee's sick leave days provided

notice of assault is given to the employer immediately and in no case to exceed two (2) days. The Board shall continue his/her salary and benefits for the duration of the employee's absence provided it does not exceed ten (10) work days.

The Board shall continue his/her insurance benefits as specified in Other Fringe Benefits Article, for the duration of the said absence provided the benefit does not extend beyond the current fiscal year or termination, whichever comes first. However, in the case of injury and disability occurring as a result of assault as in the opinion of the School Board warrants it, additional sick leave may be granted for such term and under such conditions as the School Board deems proper. If Worker's Compensation is paid to the employee while the employee is receiving a salary, the employee shall return the Worker's Compensation to the School Board.

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

Section 4.

The Board will budget funds to the Superintendent and staff to provide for the purchase of supplies and equipment of sufficient quality and quantity to enable employees to perform their delegated duties during the year.

Section 5.

Employee(s) participation in extra-curricular activities beyond the regular duty day for which no additional compensation is paid shall be strictly voluntary. Such volunteer work shall not be the same type of work as that work in which the employee is employed. Employee(s) may be required by the principal to attend at least one (1) parent/teacher organization meeting per year.

Section 6.

Principals may delegate to any bargaining unit employee clerical duties or responsibility for the control and direction of the students of the school only within his/her work day. In said event an employee's liability shall be in accordance with the provisions of Section 768.28, Florida Statutes. Work day hours may be adjusted accordingly. In no event shall a bargaining unit employee be required to substitute for a school crossing guard.

Section 7.

An employee shall not be required or requested to transport students in his/her own vehicle except during emergency evacuation of premises.

Section 8.

Principals may designate an employee from the cost center administrative office(s) to call substitutes, however, all volunteers will be considered. Such employees will be assigned a specific block of time during which they will receive and make telephone calls relative to the procurement of substitutes. Such persons' work time shall be adjusted accordingly to account for this calling time. Should it become necessary for an employee to make and/or receive calls beyond the assigned time block, the employee shall be paid or allowed compensatory leave for the additional work assignment, provided the employee's accumulated time exceeds the normal work hours during that work week.

Section 9. Summer School Hiring Procedures

A. Notification of selected summer school sites shall be posted in each school center no later than May 1 of each year.

B. Summer school application forms shall be made available at each work center no later than May 1. Application forms shall include blanks for employees to list their job classification, years of experience and desired summer school center.

Section 10.

Supplies of head lice shampoo shall be available for employees who have the specific responsibility of checking for head lice, at no cost to the employee.

Section 11.

When the administration, after notification by and in consultation with the employee, determines the existence of an unhealthy or hazardous condition, employees shall not be requested to perform tasks under such circumstances.

Section 12. Lockable Storage

The administration shall determine the need and, if needed, provide employees that request with lockable storage space for his/her use.

**ARTICLE XXIV
TERM OF AGREEMENT**

The Board and the Bargaining Agent acknowledge that during the negotiations, which result in this Agreement, each had the right and opportunity to make proposals and counter proposals, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, each party agrees that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject matter not specifically referred to or covered in this Agreement.

The provisions of this Agreement should be binding upon the parties hereto and upon their successors.

The foregoing Agreement shall become effective July 1, 2010 and shall be implemented on the date it is signed by both parties, and shall continue in effect until June 30, 2013 with the exception of re-openers cited in "Negotiation Procedures and Guidelines."

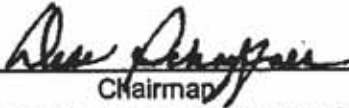
The foregoing Agreement was ratified by the Seminole Educational Clerical Association, Inc. the 22nd day of February, 2011 and by the School Board of Seminole County, Florida on 22nd day of February, 2011.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the 22nd day of February, 2011.



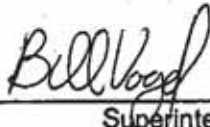
President

Seminole Educational Clerical Association, Inc.



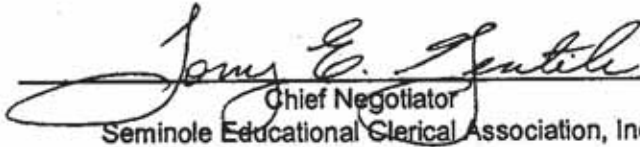
Chairman

School Board of Seminole County, Florida




Superintendent

School Board of Seminole County, Florida



Chief Negotiator

Seminole Educational Clerical Association, Inc.



Chief Negotiator

School Board of Seminole County, Florida

APPENDIX A-Bargaining Unit Members

The Bargaining Unit shall include the following employees:

Accountant II
Administrative Computing Specialist II
Bookkeepers
Clerks
Community Health Social Worker
Community Resource Specialist I
Data Specialist
Educational Interpreter
*Executive Secretaries
Facilities Clerk
Film/Video Inspector
Finance Specialist I
Finance Specialist II
Financial Cashier
*FTE Clerk
Full Service School Outreach Worker
Instructional Computing Specialist
Integrated Learning Systems Technician
IS Operation Shift Leader
IS Production Specialist
Job Experience Training Job Coach
Media Production Specialist III
Media Scheduler/Secretary
Microph Reference Technician
Network Technician
Nurse LPN
Occupational TherapyAssistant
Assistants
Assistant Degree Full Service
Paraprofessional, Instructional Classroom
*Paralegals
Payroll/Benefit Specialist III
Payroll/Benefits Clerk

PhysicalTherapy Assistant
PreK Nursery Lead Facilitator Non-Degreed
PreK/Nursery Lead Facilitator Degreed
Programmers
Property Accounting Clerk
Purchasing Specialist II
Records & Reports Accountant
*Secretaries
Secretary/Receptionist/PBS Operator
Software Application Specialist
Specialist II (Property Acct.)
Specialist II (Tra/Ed)
Specialist (FS Pur/Inventory)
Specialist (FS/Per Pay A)
Specialist (FS Network & DDS)
Specialist II (Syst Mgmt)
Systems Analyst
TAPP Day Care Facilitator
Textbook Manager
Transportation Dispatcher

*The Bargaining Unit excludes those employees certified by PERC as confidential employees.

Appendix B- Grievance Form

REGISTER # _____
BARGAINING UNIT _____

SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA
OFFICIAL GRIEVANCE FORM

NAME OF GRIEVANT(S) _____

MAILING ADDRESS _____

_____ ZIP _____

WORK CENTER _____ POSITION TITLE _____

DATE OF ALLEGED VIOLATION _____ DATE FILED _____

CONTRACT PROVISION(S) ALLEGED VIOLATION:

Article/Section/Paragraph _____

STATEMENT OF FACTS (BE SPECIFIC):

REMEDY REQUESTED

SIGNATURE OF GRIEVANT _____

STEP I: DATE RECEIVED BY ADMINISTRATOR _____ INITIAL _____

DISPOSITION: DENIED _____ GRANTED _____ BASIS:

SIGNATURE: _____ DATE MAILED/DELIVERED _____

SIGNATURE OF RECIPIENT: _____ DATE: _____

STEP II: DATE RECEIVED BY SUPERINTENDENT _____ INITIAL _____

DISPOSITION: DENIED _____ GRANTED _____ BASIS:

SIGNATURE: _____ DATE MAILED/DELIVERED _____

SIGNATURE OF RECIPIENT: _____ DATE: _____

DISTRIBUTION:

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

**APPENDIX C – Clerical Supplements
2010-2011**

Catheterizing and/or Tube Feedings - \$360.00

High School Bookkeeper - \$500.00

SED Assistant - \$750.00

SED Assistant supervising Opportunity Labs - \$1,000.00

Professional Development - \$500.00

TMD, PI, PMD, PreK ESE, Autistic, ED Assistants - \$400.00

Jet Coach – Works with TMD, PI, PMD, ED and Autistic Students
- \$400.00

Network Specialist/Technician, Team Leader - \$500.00

*AA/AS Degree - \$408.00

*BA/BS Degree - \$612.00

* Does not apply if job description requires degree

APPENDIX D-Salary Schedule

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Clerical/Adm Support 196/7.5 (C751) Salary Schedule For Fiscal Year 2010 - 11

STEP	GRADE A1	
	196 Days 7.5 Hours Annual Hours: 14,700.00	Days: 196 ANNUAL
1	\$10.35	\$15,211.00
2	\$10.65	\$15,514.00
3	\$10.77	\$15,825.00
4	\$10.88	\$16,142.00
5	\$11.20	\$16,464.00
6	\$11.42	\$16,793.00
7	\$11.65	\$17,129.00
8	\$11.89	\$17,472.00
9	\$12.12	\$17,821.00
10	\$12.37	\$18,179.00
11	\$12.61	\$18,541.00
12	\$12.87	\$18,911.00
13	\$13.12	\$19,290.00
14	\$13.39	\$19,676.00
15	\$13.65	\$20,070.00
16	\$13.93	\$20,471.00
17	\$14.21	\$20,881.00
18	\$14.49	\$21,299.00
19	\$14.78	\$21,725.00
20	\$15.07	\$22,159.00
21	\$15.38	\$22,603.00
22	\$15.68	\$23,055.00
23	\$16.00	\$23,516.00
24	\$16.32	\$23,986.00
25	\$16.64	\$24,467.00
26	\$16.98	\$24,957.00
27	\$17.32	\$25,456.00
28	\$17.66	\$25,965.00
29	\$18.02	\$26,483.00
30	\$18.38	\$27,013.00
	Para Pre-K/EE: 196 T1 2063P	
	Parapro Media/Inst 196 T1 2060P	
	Paraprofessional ESE 196 T1 1989P	
	Paraprofessional ESOL 196 T1 1980P	

STEP	GRADE A1	
	196 Days 7.5 Hours Annual Hours: 14,700.00	Days: 196 ANNUAL
1	\$9.75	\$14,336.00
2	\$9.95	\$14,622.00
3	\$10.15	\$14,914.00
4	\$10.35	\$15,213.00
5	\$10.56	\$15,517.00
6	\$10.77	\$15,829.00
7	\$10.98	\$16,145.00
8	\$11.20	\$16,468.00
9	\$11.43	\$16,795.00
10	\$11.65	\$17,132.00
11	\$11.89	\$17,475.00
12	\$12.12	\$17,823.00
13	\$12.37	\$18,181.00
14	\$12.62	\$18,545.00
15	\$12.87	\$18,916.00
16	\$13.12	\$19,295.00
17	\$13.39	\$19,680.00
18	\$13.66	\$20,074.00
19	\$13.93	\$20,474.00
20	\$14.21	\$20,885.00
21	\$14.49	\$21,303.00
22	\$14.78	\$21,728.00
23	\$15.08	\$22,165.00
24	\$15.38	\$22,606.00
25	\$15.69	\$23,058.00
26	\$16.00	\$23,519.00
27	\$16.32	\$23,990.00
28	\$16.65	\$24,469.00
29	\$16.98	\$24,958.00
30	\$17.32	\$25,459.00
	Assist Sensory Screening 196 1665	
	Assistant Care Giver 196 2062	
	Assistant Duty 196 2061	
	Assistant Technical 196 1612	

STEP	GRADE A	
	196 Day 7.5 Hours Annual Hours: 14,700.00	Days: 196 ANNUAL
1	\$9.75	\$14,336.00
2	\$9.95	\$14,622.00
3	\$10.15	\$14,914.00
4	\$10.35	\$15,213.00
5	\$10.56	\$15,517.00
6	\$10.77	\$15,829.00
7	\$10.98	\$16,145.00
8	\$11.20	\$16,468.00
9	\$11.43	\$16,795.00
10	\$11.65	\$17,132.00
11	\$11.89	\$17,475.00
12	\$12.12	\$17,823.00
13	\$12.37	\$18,181.00
14	\$12.62	\$18,545.00
15	\$12.87	\$18,916.00
16	\$13.12	\$19,295.00
17	\$13.39	\$19,680.00
18	\$13.66	\$20,074.00
19	\$13.93	\$20,474.00
20	\$14.21	\$20,885.00
21	\$14.49	\$21,303.00
22	\$14.78	\$21,728.00
23	\$15.08	\$22,165.00
24	\$15.38	\$22,606.00
25	\$15.69	\$23,058.00
26	\$16.00	\$23,519.00
27	\$16.32	\$23,990.00
28	\$16.65	\$24,469.00
29	\$16.98	\$24,958.00
30	\$17.32	\$25,459.00
	Assistant Technical-196alt 1612A	
	Parapro ESE 196 NT1 1989	
	Parapro ESE 196alt NT1 1989A	
	Parapro ESOL 196 NT1 1980	
	Parapro ESOL 196alt NT1 1980A	
	Parapro Inst Mid - 196alt NT1 2050A	
	Parapro Inst Elem - 196alt NT1 1611A	
	Parapro Inst Elem 196 NT1 1611	
	Parapro Inst Environ 196 NT1 1962	
	Parapro Inst High -196alt NT1 2051A	
	Parapro Inst High 196 NT1 2051	
	Parapro Inst Mid 196 NT1 2050	
	Parapro Media/Inst 196 NT1 2060	
	Parapro Pre-K/EE 196 NT1 1982	
	Parapro SED - 196alt NT1 1987A	
	Parapro SED 196 NT1 1987	
	Parapro SED Lab - 196alt NT1 1981A	
	Parapro SED Lab 196 NT1 1981	

STEP	GRADE A	
	196 Day 7.5 Hours Annual Hours: 14,700.00	Days: 196 ANNUAL
1	\$9.75	\$14,336.00
2	\$9.95	\$14,622.00
3	\$10.15	\$14,914.00
4	\$10.35	\$15,213.00
5	\$10.56	\$15,517.00
6	\$10.77	\$15,829.00
7	\$10.98	\$16,145.00
8	\$11.20	\$16,468.00
9	\$11.43	\$16,795.00
10	\$11.65	\$17,132.00
11	\$11.89	\$17,475.00
12	\$12.12	\$17,823.00
13	\$12.37	\$18,181.00
14	\$12.62	\$18,545.00
15	\$12.87	\$18,916.00
16	\$13.12	\$19,295.00
17	\$13.39	\$19,680.00
18	\$13.66	\$20,074.00
19	\$13.93	\$20,474.00
20	\$14.21	\$20,885.00
21	\$14.49	\$21,303.00
22	\$14.78	\$21,728.00
23	\$15.08	\$22,165.00
24	\$15.38	\$22,606.00
25	\$15.69	\$23,058.00
26	\$16.00	\$23,519.00
27	\$16.32	\$23,990.00
28	\$16.65	\$24,469.00
29	\$16.98	\$24,958.00
30	\$17.32	\$25,459.00
	Assist Sensory Screening 196 1665	
	Assistant Care Giver 196 2062	
	Assistant Duty 196 2061	
	Assistant Technical 196 1612	

**Clerical/Adm Support 196/7.5 (C751)
Salary Schedule For Fiscal Year 2010 - 11**

GRADE B2		196 Days, 7.5 Hours	196 ANNUAL
		Annual Hours: 1470.00	Days: 196
STEP	HOURLY	ANNUAL	
1	\$11.01	\$16,182.00	
2	\$11.23	\$16,505.00	
3	\$11.45	\$16,836.00	
4	\$11.68	\$17,174.00	
5	\$11.92	\$17,517.00	
6	\$12.15	\$17,867.00	
7	\$12.40	\$18,224.00	
8	\$12.65	\$18,588.00	
9	\$12.90	\$18,959.00	
10	\$13.16	\$19,341.00	
11	\$13.42	\$19,727.00	
12	\$13.69	\$20,120.00	
13	\$13.96	\$20,523.00	
14	\$14.24	\$20,934.00	
15	\$14.53	\$21,354.00	
16	\$14.82	\$21,780.00	
17	\$15.11	\$22,214.00	
18	\$15.42	\$22,660.00	
19	\$15.72	\$23,113.00	
20	\$16.04	\$23,573.00	
21	\$16.36	\$24,046.00	
22	\$16.68	\$24,525.00	
23	\$17.02	\$25,018.00	
24	\$17.36	\$25,519.00	
25	\$17.71	\$26,029.00	
26	\$18.06	\$26,549.00	
27	\$18.42	\$27,081.00	
28	\$18.79	\$27,622.00	
29	\$19.17	\$28,173.00	
30	\$19.55	\$28,738.00	
Assistant Data Entry 10_2052			
Assistant Data Entry 10-196alt_2052A			
Educ Interpreter 1988			
Educ Interpreter 1_1955			

Educ Interpreter 2_1957
Educ Interpreter 3_1954
Family/Com Outreach Worker 196_1651T
Licensed Practical Nurse - LPN_1660
Secretary 196_1613
Secretary 196alt_1613A
Secretary Athletic 196_1779
Specialist Career/Sch to Work_1972

GRADE C2		196 Days, 7.5 Hours	196 ANNUAL
		Annual Hours: 1470.00	Days: 196
STEP	HOURLY	ANNUAL	
1	\$15.08	\$22,174.00	
2	\$15.39	\$22,617.00	
3	\$15.69	\$23,070.00	
4	\$16.01	\$23,531.00	
5	\$16.33	\$24,003.00	
6	\$16.65	\$24,482.00	
7	\$16.99	\$24,971.00	
8	\$17.33	\$25,470.00	
9	\$17.67	\$25,980.00	
10	\$18.03	\$26,500.00	
11	\$18.39	\$27,030.00	
12	\$18.75	\$27,569.00	
13	\$19.13	\$28,121.00	
14	\$19.51	\$28,685.00	
15	\$19.90	\$29,258.00	
16	\$20.30	\$29,842.00	
17	\$20.71	\$30,440.00	
18	\$21.12	\$31,049.00	
19	\$21.54	\$31,669.00	
20	\$21.98	\$32,304.00	
21	\$22.42	\$32,950.00	
22	\$22.86	\$33,609.00	
23	\$23.32	\$34,280.00	
24	\$23.79	\$34,966.00	
25	\$24.26	\$35,665.00	
26	\$24.75	\$36,379.00	
27	\$25.24	\$37,105.00	
28	\$25.75	\$37,848.00	
29	\$26.26	\$38,605.00	
30	\$26.79	\$39,377.00	
Bookkeeper 10 month_1620T			
Executive Secretary 196_1618T			
FTE Clerk 10 Mo_1623			
FTE Clerk 10 Mo-196alt_1623A			

Specialist 2 Comm Resources_1960T
Specialist Data 196_1689T
Specialist FS Sch Outreach Wrk_1993
Technician Ingrid Lrng Sysms_1698

Clerical/Adm Support 189/7.5 (C752)
Salary Schedule For Fiscal Year 2010 - 11

GRADE B3		
189 Days 7.5 Hours	1417.50	Days: 189
Annual Hours:		ANNUAL
STEP	HOURLY	ANNUAL
1	\$11.01	\$15,605.00
2	\$11.23	\$15,916.00
3	\$11.46	\$16,237.00
4	\$11.68	\$16,561.00
5	\$11.92	\$16,893.00
6	\$12.15	\$17,229.00
7	\$12.40	\$17,574.00
8	\$12.65	\$17,926.00
9	\$12.90	\$18,284.00
10	\$13.16	\$18,649.00
11	\$13.42	\$19,024.00
12	\$13.69	\$19,404.00
13	\$13.96	\$19,791.00
14	\$14.24	\$20,187.00
15	\$14.53	\$20,591.00
16	\$14.82	\$21,003.00
17	\$15.11	\$21,424.00
18	\$15.41	\$21,850.00
19	\$15.72	\$22,286.00
20	\$16.04	\$22,735.00
21	\$16.36	\$23,190.00
22	\$16.69	\$23,651.00
23	\$17.02	\$24,126.00
24	\$17.36	\$24,609.00
25	\$17.71	\$25,100.00
26	\$18.06	\$25,601.00
27	\$18.42	\$26,114.00
28	\$18.79	\$26,635.00
29	\$19.17	\$27,169.00
30	\$19.55	\$27,713.00
Job Experience Training Coach		1694

Clerical/Adm Support 188/7.5 (C753)
Salary Schedule For Fiscal Year 2010 - 11

GRADE B2			
188 days 7.5 Hrs		1410.00	Days: 188
Annual Hours:	HOURLY	ANNUAL	
STEP			
1	\$11.01		\$15,526.00
2	\$11.23		\$15,829.00
3	\$11.45		\$16,144.00
4	\$11.68		\$16,472.00
5	\$11.92		\$16,801.00
6	\$12.16		\$17,145.00
7	\$12.39		\$17,474.00
8	\$12.65		\$17,833.00
9	\$12.90		\$18,190.00
10	\$13.16		\$18,548.00
11	\$13.42		\$18,920.00
12	\$13.69		\$19,306.00
13	\$13.97		\$19,693.00
14	\$14.24		\$20,080.00
15	\$14.53		\$20,480.00
16	\$14.82		\$20,895.00
17	\$15.11		\$21,310.00
18	\$15.42		\$21,739.00
19	\$15.72		\$22,169.00
20	\$16.04		\$22,612.00
21	\$16.36		\$23,070.00
22	\$16.69		\$23,529.00
23	\$17.02		\$24,001.00
24	\$17.36		\$24,473.00
25	\$17.71		\$24,974.00
26	\$18.06		\$25,460.00
27	\$18.42		\$25,976.00
28	\$18.79		\$26,490.00
29	\$19.16		\$27,020.00
30	\$19.55		\$27,564.00
Lic Practical Nurse - LPN 188 16608			

Clerical/Admin Support 2237.5 (C754)
Salary Schedule For Fiscal Year 2010 - 11

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GRADE C1	
223 Day 7.5 Hours Annual Hours: 1672.50	Days: 223
STEP	HOURLY ANNUAL
1	\$15.09
2	\$15.39
3	\$15.70
4	\$16.01
5	\$16.33
6	\$16.66
7	\$16.99
8	\$17.33
9	\$17.68
10	\$18.03
11	\$18.39
12	\$18.76
13	\$19.13
14	\$19.51
15	\$19.91
16	\$20.30
17	\$20.71
18	\$21.12
19	\$21.55
20	\$21.98
21	\$22.42
22	\$22.87
23	\$23.32
24	\$23.79
25	\$24.26
26	\$24.75
27	\$25.25
28	\$25.75
29	\$26.26
30	\$26.79
Bookkeeper 11 mc-223alt 1629A	
Bookkeeper 11 month 1629	
Clerk Receptionist/PBS 11 Mon 1610	
Executive Secretary 223 1959	

GRADE B1	
223 Days 7.5 Hours Annual Hours: 1672.50	Days: 223
STEP	HOURLY ANNUAL
1	\$18,413.00
2	\$18,781.00
3	\$19,145.00
4	\$19,539.00
5	\$19,931.00
6	\$20,329.00
7	\$20,734.00
8	\$21,150.00
9	\$21,573.00
10	\$22,005.00
11	\$22,445.00
12	\$22,894.00
13	\$23,351.00
14	\$23,819.00
15	\$24,294.00
16	\$24,779.00
17	\$25,279.00
18	\$25,782.00
19	\$26,297.00
20	\$26,824.00
21	\$27,361.00
22	\$27,906.00
23	\$28,465.00
24	\$29,035.00
25	\$29,616.00
26	\$30,207.00
27	\$30,812.00
28	\$31,427.00
29	\$32,056.00
30	\$32,697.00
Assistant Data Entry 11 2053	
Assistant Data Entry 11-223alt 2053A	
Family/Com Outreach Worker 223 1651	
Secretary 223 1614	

GRADE C1	
223 Day 7.5 Hours Annual Hours: 1672.50	Days: 223
STEP	HOURLY ANNUAL
1	\$15.09
2	\$15.39
3	\$15.70
4	\$16.01
5	\$16.33
6	\$16.66
7	\$16.99
8	\$17.33
9	\$17.68
10	\$18.03
11	\$18.39
12	\$18.76
13	\$19.13
14	\$19.51
15	\$19.91
16	\$20.30
17	\$20.71
18	\$21.12
19	\$21.55
20	\$21.98
21	\$22.42
22	\$22.87
23	\$23.32
24	\$23.79
25	\$24.26
26	\$24.75
27	\$25.25
28	\$25.75
29	\$26.26
30	\$26.79
Bookkeeper 11 mc-223alt 1629A	
Bookkeeper 11 month 1629	
Clerk Receptionist/PBS 11 Mon 1610	
Executive Secretary 223 1959	

GRADE B1	
223 Days 7.5 Hours Annual Hours: 1672.50	Days: 223
STEP	HOURLY ANNUAL
1	\$11.01
2	\$11.23
3	\$11.45
4	\$11.68
5	\$11.92
6	\$12.16
7	\$12.40
8	\$12.65
9	\$12.90
10	\$13.16
11	\$13.42
12	\$13.69
13	\$13.96
14	\$14.24
15	\$14.53
16	\$14.82
17	\$15.11
18	\$15.42
19	\$15.72
20	\$16.04
21	\$16.36
22	\$16.69
23	\$17.02
24	\$17.36
25	\$17.71
26	\$18.06
27	\$18.42
28	\$18.79
29	\$19.17
30	\$19.55
Assistant Data Entry 11 2053	
Assistant Data Entry 11-223alt 2053A	
Family/Com Outreach Worker 223 1651	
Secretary 223 1614	

Clerical/Admin Support 2237.5 (C754)
Salary Schedule For Fiscal Year 2010 - 11

GRADE E1			
223 Days 7.5 Hours		Days: 223	
STEP	HOURLY	ANNUAL	ANNUAL
1	\$23.29	\$38,960.00	
2	\$23.76	\$39,740.00	
3	\$24.24	\$40,538.00	
4	\$24.72	\$41,336.00	
5	\$25.21	\$42,188.00	
6	\$25.72	\$43,017.00	
7	\$26.23	\$43,865.00	
8	\$26.76	\$44,748.00	
9	\$27.29	\$45,649.00	
10	\$27.84	\$46,565.00	
11	\$28.39	\$47,482.00	
12	\$28.96	\$48,432.00	
13	\$29.54	\$49,400.00	
14	\$30.14	\$50,402.00	
15	\$30.73	\$51,403.00	
16	\$31.35	\$52,439.00	
17	\$31.97	\$53,474.00	
18	\$32.61	\$54,543.00	
19	\$33.27	\$55,647.00	
20	\$33.93	\$56,751.00	
21	\$34.61	\$57,887.00	
22	\$35.30	\$59,043.00	
23	\$36.01	\$60,230.00	
24	\$36.73	\$61,436.00	
25	\$37.46	\$62,668.00	
26	\$38.22	\$63,915.00	
27	\$38.98	\$65,187.00	
28	\$39.76	\$66,495.00	
29	\$40.55	\$67,818.00	
30	\$41.36	\$69,176.00	
Network Spec Sch/Sect 11 month			1680N

GRADE D1			
223 Days 7.5 Hours		Days: 223	
STEP	HOURLY	ANNUAL	ANNUAL
1	\$18.87	\$31,554.00	
2	\$19.25	\$32,188.00	
3	\$19.63	\$32,829.00	
4	\$20.02	\$33,487.00	
5	\$20.42	\$34,157.00	
6	\$20.83	\$34,838.00	
7	\$21.25	\$35,536.00	
8	\$21.67	\$36,248.00	
9	\$22.11	\$36,973.00	
10	\$22.55	\$37,713.00	
11	\$23.00	\$38,465.00	
12	\$23.46	\$39,235.00	
13	\$23.93	\$40,020.00	
14	\$24.41	\$40,820.00	
15	\$24.90	\$41,637.00	
16	\$25.39	\$42,469.00	
17	\$25.90	\$43,318.00	
18	\$26.42	\$44,185.00	
19	\$26.95	\$45,068.00	
20	\$27.49	\$45,969.00	
21	\$28.04	\$46,890.00	
22	\$28.60	\$47,827.00	
23	\$29.17	\$48,784.00	
24	\$29.75	\$49,759.00	
25	\$30.35	\$50,755.00	
26	\$30.95	\$51,770.00	
27	\$31.57	\$52,805.00	
28	\$32.20	\$53,861.00	
29	\$32.85	\$54,938.00	
30	\$33.51	\$56,037.00	

**Clerical/Admin Support 258/7.5 (C758)
Salary Schedule For Fiscal Year 2010 - 11**

GRADE B		258 Days, 7.5 Hours	Annual Hours: 1935.00	Days: 258	ANNUAL
STEP	HOURLY				
1	\$11.01				\$21,304.00
2	\$11.23				\$21,728.00
3	\$11.45				\$22,163.00
4	\$11.68				\$22,607.00
5	\$11.92				\$23,059.00
6	\$12.16				\$23,520.00
7	\$12.40				\$23,991.00
8	\$12.65				\$24,470.00
9	\$12.90				\$24,959.00
10	\$13.16				\$25,459.00
11	\$13.42				\$25,967.00
12	\$13.69				\$26,487.00
13	\$13.96				\$27,016.00
14	\$14.24				\$27,556.00
15	\$14.53				\$28,108.00
16	\$14.82				\$28,671.00
17	\$15.11				\$29,244.00
18	\$15.42				\$29,829.00
19	\$15.72				\$30,425.00
20	\$16.04				\$31,033.00
21	\$16.36				\$31,655.00
22	\$16.69				\$32,286.00
23	\$17.02				\$32,933.00
24	\$17.36				\$33,590.00
25	\$17.71				\$34,265.00
26	\$18.06				\$34,947.00
27	\$18.42				\$35,647.00
28	\$18.79				\$36,361.00
29	\$19.17				\$37,088.00
30	\$19.55				\$37,830.00
Admin. Assistant Choices Dept.					1931
Assistant Data Entry 12					2054
Audio-Visual Film Inspector					1663
Clerk Receptionist/Custom Ser					1604

Family/Com Outreach Worker 258					1653
Finance Cashier					1979
Micro Reference Technician					1691
Secretary 258					1615
Secretary Athletic 258					1781
Secretary Media Scheduler					1600
Secretary Resource Scheduler					1616
Specialist 2 Property Account					1605
Specialist 3 Payroll					1652
Specialist 3 Personnel					1946

GRADE C		258 Days, 7.5 Hours	Annual Hours: 1935.00	Days: 258	ANNUAL
STEP	HOURLY				
1	\$15.09				\$29,190.00
2	\$15.39				\$29,774.00
3	\$15.70				\$30,369.00
4	\$16.01				\$30,976.00
5	\$16.33				\$31,597.00
6	\$16.66				\$32,227.00
7	\$16.99				\$32,874.00
8	\$17.33				\$33,531.00
9	\$17.68				\$34,201.00
10	\$18.03				\$34,886.00
11	\$18.39				\$35,584.00
12	\$18.76				\$36,293.00
13	\$19.13				\$37,020.00
14	\$19.51				\$37,760.00
15	\$19.91				\$38,517.00
16	\$20.30				\$39,288.00
17	\$20.71				\$40,072.00
18	\$21.12				\$40,874.00
19	\$21.55				\$41,690.00
20	\$21.98				\$42,523.00
21	\$22.42				\$43,375.00
22	\$22.86				\$44,242.00
23	\$23.32				\$45,129.00
24	\$23.79				\$46,030.00
25	\$24.26				\$46,951.00
26	\$24.75				\$47,890.00
27	\$25.25				\$48,849.00
28	\$25.75				\$49,824.00
29	\$26.26				\$50,821.00
30	\$26.79				\$51,837.00
Accountant Building/Department					1671
Accountant Construction					1999
Accountant ESSS					1658
Accountant Facilities R/R					1951

Accountant Info Serv Project					1646
Accountant Instructional					1968
Accountant PreK Early Infrvntn					1644
Accountant Transportation R/R					1778
Bookkeeper 12 mo					162012
Bookkeeper Extended Day Care					1327
Bookkeeper High School					1620
Bookkeeper Maintenance					1621
Clerk Facilities					1991
Clerk Receptionist/PBS 12 Mon					1610R
Computer System Equipment Oper					1607
Exec Ass't/ Supp Educ Services					1933
Executive Asst. Choices Dept.					1930
Executive Secretary 258					1618
Executive Secretary/Supr					1656
FTE Clerk 12 Mo					1619
Facilities Analyst					1907
Manager Transportation Route					1901
Manager, Inst. Materials					1608
Spec Food Srv Inv & Com Cont					1952
Spec. Fed App & Verification					1932
Specialist 1 Fin & Projects					1670A
Specialist 1 Labor Relations					1801
Specialist 1 Payroll					1673
Specialist 1 Personnel/HR					1945
Specialist 1 Property Account					1601
Specialist 1 Records/Security					1944
Specialist 1 Security					1963
Specialist 2 Adm Comp/EduLog					1666
Specialist 2 Adm Computing					1682
Specialist 2 Finance					1670
Specialist 2 Finance Print Dp					2032
Specialist 2 IS Project					1657
Specialist 2 Paralegal					2021
Specialist 2 Purchasing					1617
Specialist 2 Pyrl-Retirement					2057
Specialist 2 Systems Mngmnt					1950

Clerical/Admin Support 258/7.5 (C758)
Salary Schedule For Fiscal Year 2010 - 11

STEP	HOURLY	ANNUAL
1	\$21.47	\$41,537.00
2	\$21.90	\$42,367.00
3	\$22.33	\$43,215.00
4	\$22.78	\$44,080.00
5	\$23.24	\$44,959.00
6	\$23.70	\$45,859.00
7	\$24.18	\$46,778.00
8	\$24.66	\$47,713.00
9	\$25.15	\$48,667.00
10	\$25.65	\$49,641.00
11	\$26.17	\$50,634.00
12	\$26.69	\$51,646.00
13	\$27.22	\$52,679.00
14	\$27.77	\$53,733.00
15	\$28.32	\$54,807.00
16	\$28.89	\$55,903.00
17	\$29.47	\$57,022.00
18	\$30.06	\$58,163.00
19	\$30.66	\$59,326.00
20	\$31.27	\$60,511.00
21	\$31.90	\$61,723.00
22	\$32.54	\$62,956.00
23	\$33.19	\$64,215.00
24	\$33.85	\$65,499.00
25	\$34.53	\$66,808.00
26	\$35.22	\$68,146.00
27	\$35.92	\$69,510.00
28	\$36.64	\$70,898.00
29	\$37.37	\$72,317.00
30	\$38.12	\$73,763.00

STEP	HOURLY	ANNUAL
1	\$23.29	\$45,071.00
2	\$23.76	\$45,972.00
3	\$24.23	\$46,892.00
4	\$24.72	\$47,831.00
5	\$25.21	\$48,788.00
6	\$25.72	\$49,761.00
7	\$26.23	\$50,757.00
8	\$26.76	\$51,774.00
9	\$27.29	\$52,808.00
10	\$27.84	\$53,866.00
11	\$28.39	\$54,942.00
12	\$28.96	\$56,040.00
13	\$29.54	\$57,161.00
14	\$30.13	\$58,304.00
15	\$30.73	\$59,470.00
16	\$31.35	\$60,660.00
17	\$31.98	\$61,872.00
18	\$32.62	\$63,111.00
19	\$33.27	\$64,373.00
20	\$33.93	\$65,660.00
21	\$34.61	\$66,974.00
22	\$35.30	\$68,314.00
23	\$36.01	\$69,680.00
24	\$36.73	\$71,072.00
25	\$37.46	\$72,493.00
26	\$38.21	\$73,944.00
27	\$38.98	\$75,423.00
28	\$39.76	\$76,932.00
29	\$40.55	\$78,469.00
30	\$41.36	\$80,039.00

STEP	HOURLY	ANNUAL
1	\$21.47	\$41,537.00
2	\$21.90	\$42,367.00
3	\$22.33	\$43,215.00
4	\$22.78	\$44,080.00
5	\$23.24	\$44,959.00
6	\$23.70	\$45,859.00
7	\$24.18	\$46,778.00
8	\$24.66	\$47,713.00
9	\$25.15	\$48,667.00
10	\$25.65	\$49,641.00
11	\$26.17	\$50,634.00
12	\$26.69	\$51,646.00
13	\$27.22	\$52,679.00
14	\$27.77	\$53,733.00
15	\$28.32	\$54,807.00
16	\$28.89	\$55,903.00
17	\$29.47	\$57,022.00
18	\$30.06	\$58,163.00
19	\$30.66	\$59,326.00
20	\$31.27	\$60,511.00
21	\$31.90	\$61,723.00
22	\$32.54	\$62,956.00
23	\$33.19	\$64,215.00
24	\$33.85	\$65,499.00
25	\$34.53	\$66,808.00
26	\$35.22	\$68,146.00
27	\$35.92	\$69,510.00
28	\$36.64	\$70,898.00
29	\$37.37	\$72,317.00
30	\$38.12	\$73,763.00

STEP	HOURLY	ANNUAL
1	\$23.29	\$45,071.00
2	\$23.76	\$45,972.00
3	\$24.23	\$46,892.00
4	\$24.72	\$47,831.00
5	\$25.21	\$48,788.00
6	\$25.72	\$49,761.00
7	\$26.23	\$50,757.00
8	\$26.76	\$51,774.00
9	\$27.29	\$52,808.00
10	\$27.84	\$53,866.00
11	\$28.39	\$54,942.00
12	\$28.96	\$56,040.00
13	\$29.54	\$57,161.00
14	\$30.13	\$58,304.00
15	\$30.73	\$59,470.00
16	\$31.35	\$60,660.00
17	\$31.98	\$61,872.00
18	\$32.62	\$63,111.00
19	\$33.27	\$64,373.00
20	\$33.93	\$65,660.00
21	\$34.61	\$66,974.00
22	\$35.30	\$68,314.00
23	\$36.01	\$69,680.00
24	\$36.73	\$71,072.00
25	\$37.46	\$72,493.00
26	\$38.21	\$73,944.00
27	\$38.98	\$75,423.00
28	\$39.76	\$76,932.00
29	\$40.55	\$78,469.00
30	\$41.36	\$80,039.00

Accountant 2 1953
 Network Special School/Sector 1680
 Programmer Analyst 1674
 Specialist Budget 1632

Clerical/Admin Support 258/7.5 (C758)
Salary Schedule For Fiscal Year 2010 - 11

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Specialist FS Ntwrk Operation	1973
Specialist Network Crmmcntrns	1984
Specialist Network Operations	1684
Systems Analyst	1606

Clerical/Admin Support 196/8.0 (C81)
 Salary Schedule For Fiscal Year 2010 - 11

GRADE B4		
196 Days 8 Hours	1568.00	Days: 196
Annual Hours:		
STEP	HOURLY	ANNUAL
1	\$11.01	\$17,261.00
2	\$11.23	\$17,607.00
3	\$11.45	\$17,958.00
4	\$11.68	\$18,318.00
5	\$11.92	\$18,684.00
6	\$12.15	\$19,058.00
7	\$12.40	\$19,439.00
8	\$12.65	\$19,828.00
9	\$12.90	\$20,224.00
10	\$13.16	\$20,629.00
11	\$13.42	\$21,040.00
12	\$13.69	\$21,462.00
13	\$13.96	\$21,892.00
14	\$14.24	\$22,328.00
15	\$14.53	\$22,775.00
16	\$14.81	\$23,229.00
17	\$15.11	\$23,695.00
18	\$15.42	\$24,170.00
19	\$15.72	\$24,652.00
20	\$16.04	\$25,145.00
21	\$16.36	\$25,649.00
22	\$16.69	\$26,162.00
23	\$17.02	\$26,685.00
24	\$17.36	\$27,218.00
25	\$17.71	\$27,762.00
26	\$18.06	\$28,320.00
27	\$18.42	\$28,885.00
28	\$18.79	\$29,462.00
29	\$19.17	\$30,051.00
30	\$19.55	\$30,653.00
Facilitator PreK/Nrsy Lead Deg	1624	
Facilitator PreK/Nrsy Lead NoD	1626	

Clerical/Admin Support 189/8.0 (C82)
Salary Schedule For Fiscal Year 2010 - 11

GRADE B6		
189 Days & Hours		Days: 189
Annual Hours: 1512.00		ANNUAL
STEP	HOURLY	
1	\$11.01	\$16,651.00
2	\$11.23	\$16,973.00
3	\$11.45	\$17,315.00
4	\$11.68	\$17,659.00
5	\$11.92	\$18,019.00
6	\$12.16	\$18,379.00
7	\$12.39	\$18,740.00
8	\$12.64	\$19,115.00
9	\$12.89	\$19,495.00
10	\$13.16	\$19,890.00
11	\$13.42	\$20,287.00
12	\$13.69	\$20,701.00
13	\$13.97	\$21,116.00
14	\$14.24	\$21,529.00
15	\$14.52	\$21,961.00
16	\$14.81	\$22,393.00
17	\$15.11	\$22,843.00
18	\$15.42	\$23,312.00
19	\$15.73	\$23,778.00
20	\$16.04	\$24,247.00
21	\$16.36	\$24,733.00
22	\$16.68	\$25,219.00
23	\$17.02	\$25,741.00
24	\$17.36	\$26,245.00
25	\$17.70	\$26,766.00
26	\$18.06	\$27,308.00
27	\$18.42	\$27,848.00
28	\$18.79	\$28,404.00
29	\$19.17	\$28,980.00
30	\$19.55	\$29,558.00

Clerical/Admin Support 223/8.0 (C84)
Salary Schedule For Fiscal Year 2010 - 11

GRADE B7		Days: 223
223 Days 8 Hours		1784.00
Annual Hours:		ANNUAL
STEP	HOURLY	ANNUAL
1	\$11.01	\$19,645.00
2	\$11.23	\$20,029.00
3	\$11.45	\$20,431.00
4	\$11.68	\$20,836.00
5	\$11.92	\$21,260.00
6	\$12.16	\$21,684.00
7	\$12.39	\$22,109.00
8	\$12.64	\$22,555.00
9	\$12.89	\$23,001.00
10	\$13.15	\$23,467.00
11	\$13.42	\$23,937.00
12	\$13.69	\$24,424.00
13	\$13.96	\$24,912.00
14	\$14.24	\$25,402.00
15	\$14.52	\$25,911.00
16	\$14.81	\$26,420.00
17	\$15.11	\$26,952.00
18	\$15.42	\$27,504.00
19	\$15.73	\$28,057.00
20	\$16.04	\$28,610.00
21	\$16.36	\$29,181.00
22	\$16.69	\$29,776.00
23	\$17.02	\$30,370.00
24	\$17.36	\$30,967.00
25	\$17.70	\$31,584.00
26	\$18.06	\$32,218.00
27	\$18.42	\$32,857.00
28	\$18.79	\$33,515.00
29	\$19.17	\$34,193.00
30	\$19.55	\$34,873.00
Transportation Dispatcher 223		1949
Transportation Dispatcher 223A		1949A

Clerical/Admin Support 258/8.0 (C88)
Salary Schedule For Fiscal Year 2010 - 11

GRADE B5			
STEP	2064.00	2064.00	258
	HOURLY	DAYS	ANNUAL
1	\$11.01	\$22,721.00	\$22,721.00
2	\$11.23	\$23,175.00	\$23,175.00
3	\$11.45	\$23,639.00	\$23,639.00
4	\$11.68	\$24,111.00	\$24,111.00
5	\$11.92	\$24,593.00	\$24,593.00
6	\$12.15	\$25,086.00	\$25,086.00
7	\$12.40	\$25,588.00	\$25,588.00
8	\$12.65	\$26,100.00	\$26,100.00
9	\$12.90	\$26,621.00	\$26,621.00
10	\$13.16	\$27,155.00	\$27,155.00
11	\$13.42	\$27,696.00	\$27,696.00
12	\$13.69	\$28,250.00	\$28,250.00
13	\$13.96	\$28,817.00	\$28,817.00
14	\$14.24	\$29,392.00	\$29,392.00
15	\$14.53	\$29,979.00	\$29,979.00
16	\$14.82	\$30,580.00	\$30,580.00
17	\$15.11	\$31,191.00	\$31,191.00
18	\$15.42	\$31,816.00	\$31,816.00
19	\$15.72	\$32,451.00	\$32,451.00
20	\$16.04	\$33,099.00	\$33,099.00
21	\$16.36	\$33,762.00	\$33,762.00
22	\$16.69	\$34,438.00	\$34,438.00
23	\$17.02	\$35,126.00	\$35,126.00
24	\$17.36	\$35,827.00	\$35,827.00
25	\$17.71	\$36,544.00	\$36,544.00
26	\$18.06	\$37,276.00	\$37,276.00
27	\$18.42	\$38,022.00	\$38,022.00
28	\$18.79	\$38,782.00	\$38,782.00
29	\$19.17	\$39,559.00	\$39,559.00
30	\$19.55	\$40,349.00	\$40,349.00
Transportation Dispatcher 288 1948			

GRADE C3			
STEP	2064.00	2064.00	258
	HOURLY	DAYS	ANNUAL
1	\$15.09	\$31,136.00	\$31,136.00
2	\$15.39	\$31,799.00	\$31,799.00
3	\$15.70	\$32,395.00	\$32,395.00
4	\$16.01	\$33,042.00	\$33,042.00
5	\$16.33	\$33,703.00	\$33,703.00
6	\$16.66	\$34,378.00	\$34,378.00
7	\$16.99	\$35,064.00	\$35,064.00
8	\$17.33	\$35,765.00	\$35,765.00
9	\$17.68	\$36,481.00	\$36,481.00
10	\$18.03	\$37,211.00	\$37,211.00
11	\$18.39	\$37,955.00	\$37,955.00
12	\$18.76	\$38,713.00	\$38,713.00
13	\$19.13	\$39,486.00	\$39,486.00
14	\$19.52	\$40,279.00	\$40,279.00
15	\$19.91	\$41,083.00	\$41,083.00
16	\$20.30	\$41,905.00	\$41,905.00
17	\$20.71	\$42,744.00	\$42,744.00
18	\$21.12	\$43,598.00	\$43,598.00
19	\$21.55	\$44,470.00	\$44,470.00
20	\$21.98	\$45,360.00	\$45,360.00
21	\$22.42	\$46,267.00	\$46,267.00
22	\$22.86	\$47,192.00	\$47,192.00
23	\$23.32	\$48,136.00	\$48,136.00
24	\$23.79	\$49,100.00	\$49,100.00
25	\$24.26	\$50,081.00	\$50,081.00
26	\$24.75	\$51,083.00	\$51,083.00
27	\$25.24	\$52,102.00	\$52,102.00
28	\$25.75	\$53,147.00	\$53,147.00
29	\$26.26	\$54,208.00	\$54,208.00
30	\$26.79	\$55,293.00	\$55,293.00
Inventory Planner/Ware Lead 1603			

APPENDIX E-Pay Dates

2010-11 PAYROLL SCHEDULE

EMPLOYEE CALENDAR	PAY GROUP	DUTY DAYS	CONTRACT TYPE	# OF CHECKS	FIRST DUTY DAY	FIRST PAYDAY	FULL OR PARTIAL	LAST DUTY DAY	LAST PAYDAY	FULL OR PARTIAL
1	1	196	10 month pay	21.4	8/10/2010	8/20/2010	Partial -.9	6/3/2011	6/30/2011	Partial .5
1	J	196	26 paychecks	26	8/10/2010	8/20/2010	Partial -.9	6/3/2011	6/30/2011	3.1
1A	1F	196-A	10 month pay	21.8	8/3/2010	8/5/2010	Partial -.3	6/3/2011	6/10/2011	Partial .5
1A	JF	196-A	26 paychecks	26	8/3/2010	8/5/2010	Partial -.3	6/3/2011	6/30/2011	2.7
2	8	189	10 month pay	21.1	8/12/2010	8/20/2010	Partial -.7	6/2/2011	6/10/2011	Partial -.4
2	T	189	26 paychecks	26	8/12/2010	8/20/2010	Partial -.7	6/2/2011	6/30/2011	3.3
3	G	188	10 month pay	21	8/13/2010	8/20/2010	Partial -.6	6/2/2011	6/10/2011	Partial -.4
3	X	188	26 paychecks	26	8/13/2010	8/20/2010	Partial -.6	6/2/2011	6/30/2011	3.4
4	9	223	11 month pay	24.1	7/27/2010	8/5/2010	Partial -.8	6/29/2011	6/30/2011	Partial -.3
4	U	223	26 paychecks	26	7/27/2010	8/5/2010	Partial -.8	6/29/2011	6/30/2011	2.2
4A	9F	223-A	11 month pay	24.5	7/21/2010	7/22/2010	Partial -.2	6/29/2011	6/30/2011	Partial -.3
4A	UF	223-A	26 paychecks	26	7/21/2010	7/22/2010	Partial -.2	6/29/2011	6/30/2011	1.8
5	7	186	10 month pay	20.8	8/16/2010	8/20/2010	Partial -.5	6/1/2011	6/10/2011	Partial -.3
5	B	186	26 paychecks	26	8/16/2010	8/20/2010	Partial -.5	6/1/2011	6/30/2011	3.5
6	E	202	10 month pay	22	8/2/2010	8/5/2010	Partial -.5	6/3/2011	6/10/2011	Partial -.5
6	M	202	26 paychecks	26	8/2/2010	8/5/2010	Partial -.5	6/3/2011	6/30/2011	2.5
7	3	221	11 month pay	23.9	7/26/2010	8/5/2010	Full	6/23/2011	6/24/2011	Partial -.9
7	P	221	26 paychecks	26	7/26/2010	8/5/2010	Full	6/23/2011	6/30/2011	2.0
8	5, 6	258	12 month pay	26.1	7/1/2010	7/8/2010	*Full	6/30/2011	7/8/2011	**Full
PAY SCHEDULE FOR 2010-11 FISCAL YEAR										
4day week	7/8/10	10/29/10	3/4/11							
4day week	7/22/10	11/12/10	3/18/11							
4day week	8/5/10	11/24/10	4/7/11							
	8/20/10	12/10/10	4/15/11							
	9/3/10	12/23/10	4/29/11							
	9/17/10	1/7/11	5/13/11							
	10/1/10	1/21/11	5/27/11							
	10/15/10	2/4/11	6/10/11							
		2/18/11	6/24/11							
			6/30/11							
Attendance Bonus (if negotiated)										
			Attendance Period							
			Quarter							
			1	8/16/10	10/15/10	10/29/2011				
			2	10/19/10	12/22/10	1/21/2011				
			3	1/10/11	3/17/11	4/15/2011				
			4	3/28/11	6/1/11	6/25/2011				
						Curriculum Supplements Paid 9/3/10 - 5/27/11				
						Dues Deducted 9/3/10 - 5/27/11				

APPENDIX F-Employee Calendar

SEMINOLE COUNTY PUBLIC SCHOOLS 2010 - 2011 EMPLOYEE CALENDARS # 1 - 4

Dede Schaffner, Chair
 Karen Almond, Member
 Dr. Tina Calderone, Member

Sylvia Pond, Vice Chair
 Diane Bauer, Member

K	Student Attendance Day	◇	Paid Holiday
E	Work Day	■	Student Make-Up Day
Y	Personal Leave With Pay Not Permitted	◻	Personal Leave w/ Pay Not Permitted
◇	Unscheduled/Unpaid Day	◻	Student Make-Up Day

	2010																														
	July 2010							August 2010							September 2010							October 2010									
1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

	2010																														
	October 2010							November 2010							December 2010							Winter Break									
1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

	2011																														
	January 2011							February 2011							March 2011							April 2011									
1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

	2011																														
	April 2011							May 2011							June 2011							July 2011									
1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

Employee make-up days, if needed (in order of use):
 Calendar 1: 1/6, 1/5, 6/6, 11/24
 Calendar 2: 1/7, 1/5, 1/5, 10/18
 Calendar 3: 1/7, 1/5, 1/5, 10/18
 Calendar 4: 1/6, 1/5, 6/30, 11/24

NOTE: There will be a four day work week the weeks of July 5, 12, 19, 26 and August 2, 2010
 11 Month Calendar (4) - Begin July 27, 2010-Work Regular Hours-July 27, 28 and 29, 2010
 Teacher Workdays: 8/10, 8/11, 8/12, 8/13, 10/15, 12/23, 1/7, 3/18, 6/2, 6/3
 NOTE: There will be a four day work week the weeks of June 6, 13, and 20, 2011 for employees on calendar #4 (223 days).
 223 day employees will work regular hours on June 27, 28 and 29, 2011.

SEMINOLE COUNTY PUBLIC SCHOOLS
2010 - 2011 EMPLOYEE CALENDARS # 5 - 8

Dede Schaffner, Chair
 Karen Almond, Member
 Diane Bamer, Member
 Dr. Tina Calderone, Member

K	Student Attendance Day	◆	Paid Holiday
E	Work Day	■	Student Make-Up Day
Y	Personal Leave With Pay Not Permitted	◆	Personal Leave w/ Pay Not Permitted If Day Is Used As Student Make-Up Day
	Unscheduled/Unpaid Day		

	2010																														
	July 2010							August 2010							September 2010							October 2010									
5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
7	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
258	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

	2010																														
	November 2010							December 2010							January 2011							February 2011									
5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
7	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
258	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

	2011																														
	January 2011							February 2011							March 2011							April 2011									
5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
7	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
258	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

	2011																														
	May 2011							June 2011							July 2011							August 2011									
5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
7	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
258	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

Employee make-up days, if needed (in order of use):
 Calendar 5: 1/7, 1/6, 1/5, 10/18
 Calendar 6: 1/6, 1/5, 6/6, 11/24
 Calendar 7: 1/6, 1/5, 6/6, 11/24
 Calendar 8: To Be Determined

NOTE: There will be a four day work week the weeks of July 5, 12, 19, 26 and August 2, 2010.
NOTE: All cost centers will be closed during the Spring Break period (MARCH 21-25, 2011). Twelve month employees may file for personal leave with pay and/or vacation leave for the following days if he/she has sufficient personal/vacation leave available: March 21, 22, 23 and 24, 2011
 There will be a four day work week the weeks of June 6, 13, 20 and 27, 2011 for twelve month employees (258 days)
 There will be a four day work week the weeks of June 6 and 13, 2011 for 221 day employees (Calendar 7). 221 day employees will work regular hours on June 20, 21, 22, and 23, 2011.

APPENDIX G-Extended Day

- **Discounted Service:** Morning service, where it exists, and afternoon service, with space available, will be provided at a discounted rate from dismissal until 6:00 PM.
- **Pre-registration:** Interested employees will pre-register on May 28, 2010. Pre-registration for the general public will be held on June 4, 2010 reflective of the current rates.
- **Service Population:** This service will be offered to SCPS employees who are parents/custodial guardians of *SCPS elementary children*.
- **Registration Fee:** There is an annual \$2.5.00 registration fee per child.
- **ESSS Care:** Service will be contingent upon the ability of the staff to accommodate the needs of each child.
- **Parent Handbook:** All participating families must adhere to the program guidelines.
- **Discounted Fees for SCPS employees:**

Session	1 st Child	2 nd Child	3 rd Child
AM Only	\$10.00	\$8.00	\$6.00
PM Only	\$40.00	\$37.00	\$34.00
AM & PM	\$45.00	\$42.00	\$39.00

- **Discounted Daily Fees for SCPS employees:**

Session	1 st Child	2 nd Child	3 rd Child
AM Only	\$5.00	\$4.00	\$3.00
PM Only	\$10.00	\$9.00	\$8.00
AM & PM	\$12.00	\$11.00	\$10.00

- Full Days and summer fees

Session	1 st Child	2 nd Child	3 rd Child
Full Day Daily 7:00 AM-6:00 PM	\$29.00	\$28.00	\$27.00
No daily rates during the summer			
Full Day Weekly 7:00 AM-6:00 PM	\$115.00	\$112.00	\$109.00
No daily rates during the summer			

- **Current Rates for SCPS Elementary Employees** who have school age children attending their elementary school worksite.

- **Limited Service for the week:** will include morning service, where it exists and/or an afternoon service, from dismissal to one hour beyond the employee's contracted time.

Session	1 st Child	2 nd Child	3 rd Child
AM &/or PM	\$10.00	\$8.00	\$6.00

- **Wednesday Only Service:** will accommodate supervision of employee's children on early release Wednesday. This service will include supervision for students for 30 minutes beyond the employee's contracted time.

Session	1 st Child	2 nd Child	3 rd Child
PM Only	\$3.00	\$2.00	\$1.00

Job Code	Position	Pay Type	Calendar #	Job Code	Position	Pay Type	Calendar #
1505	Adm Asst to the Principal	196/10	1	1980P	Paraprofessional, ESOL	196/10	1
2052/2052 (A)	Assistant Data Entry	196/10	1/1A	1101C	Reading Coach	196/10	1
1906	Assistant Communication	196/10	1	1161	School Board Nurse	196/10	1
1988	Assistant Educ Interpreter	196/10	1	1162	School Board Nurse Lead	196/10	1
1955	Assistant Educ Interpreter 1	196/10	1	1106(D)/M/S	School Psychologist	196/10	1
1957	Assistant Educ Interpreter 2	196/10	1	1122	School Social Worker 1 Lead	196/10	1
1954	Assistant, Educ Interpreter 3	196/10	1	1123	School Social Worker 2	196/10	1
1980/1980A	Assistant, ESOL	196/10	1/1A	1146	School Social Worker As Needed	196/10	1
1611/1611A	Assistant Instructional Elem	196/10	1/1A	1779	Secretary, Athletic	196/10	1
1962	Assistant Instructional Envrn	196/10	1	1618T	Secretary, Executive	196/10	1
2051/2051A	Assistant Instructional High	196/10	1/1A	1613/1613A	Secretary 196	196/10	1/1A
2050/2050A	Assistant Instructional Middle	196/10	1/1A	1960T	Specialist, Comm Resource 2	196/10	1
1685	Assistant Physical Therapy	196/10	1	1993	Specialist FS Sch Outreach Wrk	196/10	1
1989/1989A	Assistant, ESE Supplemented	196/10	1/1A	1171	Specialist, Inclusion	196/10	1
1982	Assistant Pre-K/EE	196/10	1	1148	Specialist Adaptive PE	196/10	1
1987/1987A	Assistant SED	196/10	1/1A	1109	Specialist Augmentive Comm	196/10	1
1981/1981A	Assistant SED Lab	196/10	1/1A	2031	Specialist Bindery Day 196	196/10	1
1612/1612A	Assistant Technical	196/10	1/1A	2030	Specialist Bindery Night 196	196/10	1
1665	Assistant Vision	196/10	1	1972	Specialist Career/Sch to Work	196/10	1
1143	Audiologist	196/10	1	1172	Specialist Staffing Resource	196/10	1
1108	Behavior Analyst, District	196/10	1	1993	Specialist Full Service Outreach	196/10	1
1620T	Bookkeeper, 10 Month	196/10	1	1114	Specialist/Speech/Language	196/10	1
1107	Counselor Elementary	196/10	1	1154	Speech Language Pathologist	196/10	1
1119	Counselor High	196/10	1	1147	Speech Pathologist As Needed	196/10	1
1115	Counselor Middle	196/10	1	1125	Substitute Permanent	196/10	1
1682	Courier Driver	196/10	1	1698	Systems Tech	196/10	1
1904/1904A	Custodian, 10 Month	196/10	1/1A	1101O	Teacher, Other	196/10	1
1136	Dean	196/10	1	1101	Teacher	196/10	1
1120	Facilitator Full Service Sch	196/10	1	1144	Teacher As Needed	196/10	1
1624	Facilitator PreK/Nrsy Lead Deg	196/10	1	1111	Teacher Dropout Prevention	196/10	1
1626	Facilitator PreK/Nrsy Lead NoD	196/10	1	1129	Teacher ESOL	196/10	1
1105	Facilitator, ATEN	196/10	1	1130	Teacher ESOL Compliance Spec	196/10	1
1623/1623A	FTE Clerk, 10 Month	196/10	1/1A	1128	Teacher Exceptional Child	196/10	1
1116	Homebound Chairman	196/10	1	1102	Teacher Homebound	196/10	1
1660	LPN	196/10	1	1112	Teacher JDC Specialist	196/10	1
1131	Media Specialist Elementary	196/10	1	1110	Teacher on Assmnt/Crlm Spbrt	196/10	1
1139	Media Specialist High	196/10	1	1113	Teacher on Assmnt/Other	196/10	1
1137	Media Specialist Middle	196/10	1	1103	Teacher Part-Time	196/10	1
1989P	Paraprofessional, ESE	196/10	1	1104	Teacher ROTC	196/10	1
1686/1686A	Paraprofessional, Elem	196/10	1	1000	Teacher Sabbatical Leave	196/10	1
2050P	Paraprofessional, Middle	196/10	1	1159	Teacher Vocational	196/10	1
2051P	Paraprofessional, High	196/10	1	1698	Technician Intgrtd Lrng Systems	196/10	1

Job Code	Position	Pay Type	Calendar #	1610 Clerk Receptionist/PBS 11 Mon	223/11	4
1132	Therapist Occupational BA	196/10	1	1902 Head Custodian, 11 Month	1902	4
1133	Therapist Occupational MA	196/10	1	1905/1905A Custodian, 11 Month	223/11	4/4A
1134	Therapist Physical BA	196/10	1	2053/2053A Data Entry, 11 Month	223/11	4/4A
1135	Therapist Physical MA	196/10	1	1959/1959A Executive Secretary 223	223/11	4/4A
1750	FS Assistant 189/5.5	189/10	2	1651 Family/Com Outreach Worker 223	223/11	4
1751	FS Assistant 189/7	189/10	2	1664/1664A FTE Clerk, 11 Month	223/11	4/4A
1752	FS Assistant 189/7.5	189/10	2	1614/1614A Secretary 223	223/11	4/4A
1749	FS Assistant 189/8	189/10	2	1780/1780A Secretary Athletic 223	223/11	4/4A
1706	FS Assistant Manager 189/5	189/10	2	1629/1629A Bookkeeper, 11 Month	223/11	4/4A
1708	FS Assistant Manager 189/6.5	189/10	2	1323 Specialist, Tech Writer	223/11	4
1709	FS Assistant Manager 189/7	189/10	2	1960 Specialist 2 Comm Resources	223/11	4
1710	FS Assistant Manager 189/7.5	189/10	2	1723 Specialist 2 FS Comm/Hardware	223/11	4
1707	FS Assistant Manager 189/8	189/10	2	1323 Specialist Com Inv/Tech Writer	223/11	4
1716	FS Assistant Manager Prod Cntr	189/10	2	1949/1949A Transportation Dispatcher	223/11	4/4A
1701,1701H,1701M	FS Manager	189/10	2	1919 Bus Driver 6 Hour	186/10	5
1744	FS School Employee 189/5	189/10	2	1918 Bus Driver 7 Hour	186/10	5
1745	FS School Employee 189/5.5	189/10	2	1917 Bus Driver 8 Hour	186/10	5
1746	FS School Employee 189/6.5	189/10	2	1922 Bus Monitor 5 Hour	186/10	5
1747	FS School Employee 189/7	189/10	2	1921 Bus Monitor 6 Hour	186/10	5
1743	FS School Employee 189/8	189/10	2	1920 Bus Monitor 7 Hour	186/10	5
1704	FS Quality Assc. Mgr.	189/10	2	1923 Bus Monitor 8 Hour	186/10	5
1694	Job Experience Training Coach	189/10	2	1923T Bus Monitor Temporary	186/10	5
2011	Assistant Clinic 188	188/10	3	1511 Assistant Principal High, 10 Month	202/10	6
2012	School Security Officer 188	188/10	3	1510 Assistant Principal Middle, 10 Mo.	202/10	6
16118/20508/20518	Assistant Instructional 188	188/10	3	1504 Assistant Principal Crms, 11 Month	221/11	7
19068	Assistant, Comm	188/10	3	1507 Assistant Principal Elementary, 11 Mo.	221/11	7
19698	Assistant, ESE Supplemented	188/10	3	1513 Assistant Principal High, 11 Month	221/11	7
19808	Assistant, ESOL 188	188/10	3	1506 Assistant Principal Middle, 11 Month	221/11	7
19628	Assistant, Environmental	188/10	3	1331 Community Educator	221/11	7
19828	Assistant, PreK/EE	188/10	3	1971 Facilitator Academy	221/11	7
19878	Assistant, SED 188	188/10	3	1976 Facilitator Consent Decree	221/11	7
19818	Assistant, SED Lab 188	188/10	3	1326 Facilitator Extended Day Care	221/11	7
16128	Assistant, Technical 188	188/10	3	1977 Facilitator Intl Baccalaureate	221/11	7
16658	Assistant, Vision 188	188/10	3	1970 Facilitator School-to-Work	221/11	7
19898P	Paraprofessional, ESE	188/10	3	1454 Facilitator Choices	221/11	7
19808P	Paraprofessional, ESOL	188/10	3	1978 Facilitator Magnet	221/11	7
1687	Paraprofessional	188/10	3	1457 Facilitator Professional Dev	221/11	7
16868	Paraprofessional, Elem	188/10	3	1335 Facilitator, Safe Schools	221/11	7
20518P	Paraprofessional, High	188/10	3	All 12 Month Employees	258/12	8
20508P	Paraprofessional, Middle	188/10	3			
2012	Security Officer, School	188/10	3			

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