

# SPALC

COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE SCHOOL BOARD OF LEE COUNTY  
AND  
THE SUPPORT PERSONNEL ASSOCIATION OF LEE COUNTY



## CONTRACT

**FY24 (2023-2024 SCHOOL YEAR)**

**FY25 (2024-2025 SCHOOL YEAR)**

**FY26 (2025-2026 SCHOOL YEAR)**

**NOVEMBER 2023**

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## **PREAMBLE**

1 The Support Personnel Association of Lee County (SPALC) Collective Bargaining Agreement includes the  
2 terms of employment for all support staff, who are part of the SPALC bargaining unit regardless of whether  
3 they are dues paying SPALC members. The SPALC Collective Bargaining Agreement is an agreement made  
4 by The School Board of Lee County, on behalf of The School District of Lee County, and SPALC, on behalf  
5 of the support staff who serve the students of the District. The purpose of the SPALC Collective Bargaining  
6 Agreement is to promote a harmonious relationship between employees and their employer, to establish  
7 equitable procedures for resolution of differences, and to memorialize specified terms of employment.  
8 The SPALC Collective Bargaining Agreement is a living document that through the mutual agreement of  
9 the parties, the District and SPALC, can be modified to ensure responsiveness to the educational needs of  
10 our community without interruption to educational programs. The District prides itself on the positive  
11 relationship that has been built with the representatives of SPALC and seeks to continue this positive  
12 relationship through open, honest, and regular communication.

## DEFINITIONS

1 **(1) EMPLOYEE:** The term "employee" shall refer only to employees in the bargaining unit as defined in  
2 Article 1.03 (Bargaining Unit).

3 **(a) FULL-TIME:** An employee who works twenty (20) or more hours per work week.

4 **(b) PART-TIME:** An employee who works less than twenty (20) hours per work week.  
5

6 **(2) BOARD:** The School Board of Lee County, Florida, or its duly authorized representative(s).  
7

8 **(3) SUPERINTENDENT:** The Superintendent of Schools for Lee County, Florida, or their designated  
9 representative(s).  
10

11 **(4) ASSOCIATION:** The Support Personnel Association of Lee County (SPALC), which is the sole and  
12 exclusive certified bargaining agent for collective bargaining for the employees in the bargaining unit.  
13

14 **(5) SUPERVISOR:** For the purpose of this agreement, the term Supervisor shall mean the immediate  
15 supervisor, defined as follows:

16 **(a) Assigned to Single School/Site:** In a school, the employee's supervisor is the building principal  
17 or their designee.

18 **(b) Assigned to Multiple Schools/Sites:** If an employee works at more than one work site, the  
19 employee's supervisor shall be the supervisor with whom a grievance is filed.

20 **(c) Not Assigned to a School/Site:** If an employee is not assigned to a school, the employee's  
21 supervisor is the administrator by whom the employee is evaluated.  
22

23 **(6) DAYS:** All references in this Agreement to days shall refer to calendar days except when specified  
24 otherwise.  
25

26 **(7) WORKPLACE:** "Workplace" is defined as the site for the performance of work done in connection  
27 with the duties of an employee of The School Board of Lee County. That term includes any place where the  
28 work of the School District is performed, including a school building or other school premises; any school-  
29 owned vehicle or any other school-approved vehicle used to transport students to and from school or school  
30 activities; and off school property during any school-sponsored or school-approved activity, event or  
31 function (such as a field trip, workshop, or athletic event). The workplace does not include duty-free time  
32 at conventions or workshops at which students are not present.

## ARTICLE 1 –PARTIES TO AGREEMENT

1 **1.01 – PARTIES:** This agreement is entered into by the School Board of Lee County, also referred to as the  
2 District, and the Support Personnel Association of Lee County, also referred to as the Association or SPALC.  
3 The Articles of this contract are in compliance with Chapter 447, Florida Statutes, and shall continue in effect  
4 as specified in Article 15 (Duration and Acceptance).  
5

6 **1.02 – CERTIFICATION:** Pursuant to Chapter 447, Florida Statute, the District recognizes that The Support  
7 Personnel Association of Lee County is certified by the Florida Public Employees Relations Commission as  
8 the sole and exclusive collective bargaining agent for all employees in the Bargaining Unit described herein  
9 with respect to wages, hours and terms, and conditions of employment. See also PERC Case No. RA-93-009,  
10 Order No. 93E-249, Case No. RC-86-018, Order No. UC-86-044, Order No. UC-87E-050, Case No. RC-86-  
11 009, 86E-132, 87E-050 and subsequent orders issued by PERC.  
12

13 **1.03 – BARGAINING UNIT:** Included in the bargaining unit are all regular employees who are included in  
14 the SPALC Salary Schedule. This includes, but is not limited to all full-time and part-time support staff in the  
15 job classifications listed in Appendix C.  
16

17 **1.04 – EXCLUSIONS:** Excluded from the bargaining unit are all casual employees and other regular  
18 employees listed as part of other bargaining units or salary schedules. This includes instructional staff;  
19 supervisory, technical, and confidential staff; and all administrative staff. Specifically excluded are all  
20 members of management, including but not limited to the Superintendent, Chiefs, Principals, Assistant  
21 Principals, Executive Directors, Directors, Assistant Directors and administrative coordinators.

## ARTICLE 2 – RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

1 **2.01 – EMPLOYEES:** Employees shall have the right to join or not join the Association. Employees  
2 shall have the right to engage in lawful concerted activities for the purpose of collective bargaining as it  
3 relates to conditions of employment or compensation or other mutual aid or protection. The employees  
4 shall have the right to refrain from engaging in such activities. They shall have the right to express and  
5 communicate views in accordance with state and federal law and have the right to a fair and equitable  
6 grievance procedure administered without regard to membership or non-membership or by virtue of their  
7 holding or not holding office in the Association. This article shall be applied to all employees by the  
8 employer and Association. Employees shall have all the rights secured to them by PERC, Chapter 447, Part  
9 2, Florida Statute, and as otherwise provided by law.

10  
11 **(1) Non-Discrimination:** The Articles of this Agreement shall apply to all employees without regard to  
12 race, color, religion, sex, sexual orientation, national or ethnic origin, marital status, pregnancy, political  
13 affiliation, Association membership, age, creed, gender identity or expression, disability if otherwise  
14 qualified, or any other unlawful factor.

15  
16 **(2) Duty to Self-Report:** Each employee shall self-report to the District's Department of Professional  
17 Standards and Equity, within two business days, any arrests and/or charges involving the abuse of a child or  
18 the sale and/or possession of a controlled substance. Such notice shall not be considered an admission of  
19 guilt. In addition, each employee shall self-report any conviction, finding of guilt, withholding of  
20 adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo  
21 Contendere (No Contest) for any criminal offense other than a minor traffic violation within two business  
22 days after the final judgment. Unit employees, who regularly or incidentally operate Board vehicles shall,  
23 as soon as they become aware, notify their supervisor of any moving violation, suspension or revocation of  
24 their driver's license. Failure to comply with any article may be cause for appropriate disciplinary action,  
25 up to and including termination. Such disciplinary action shall be subject to the grievance procedure.

26  
27 **2.02 – MANAGEMENT:** The Board hereby retains and reserves to itself, the Superintendent and all  
28 administrative personnel the right to unilaterally determine its purposes, set standards of services, and  
29 exercise control and discretion over its organization and operations. Management shall have all of the  
30 rights secured to them by PERC Chapter 447, Part 2, Florida Statutes, and as otherwise provided by law.

### 31 **2.03 – ASSOCIATION**

32  
33  
34 **(1) Facilities:** The Association shall have the privilege of using school facilities and equipment as provided  
35 in Board policy.

36  
37 **(2) Association Representatives:** The District shall recognize and deal with the Association  
38 representatives designated in writing by the Association President. Any changes shall be submitted to the  
39 District in writing. Upon arrival at any school or work site, such representative shall report to the principal  
40 of the school or the supervisor of the work site and shall indicate the purpose of the visit. In no event shall  
41 the Association representative interfere with or disrupt the work of an employee.

42  
43 **(3) School Board:** The Association President or their designee shall have the right to attend School  
44 Board meetings. The Association President or their designee will make arrangements with the  
45 Superintendent to attend any Board meeting held during working hours. The Association will reimburse the

1 District for the wages of the Association employee who attends a Board meeting during working hours.

2  
3 **(4) Posting:** The Association shall have the privilege of posting notices concerning Association business on  
4 bulletin board space not less than 24" x 36" exclusively assigned to the Association by the principal or  
5 supervisor. The Association shall be given a list of the location of each bulletin board space and be informed  
6 of any intended changes. The Association shall provide a copy of each notice to the principal or supervisor  
7 prior to each posting.

8  
9 **(5) Mailboxes:** The Association shall have the right to distribute Association materials in employee  
10 mailboxes at school sites where such mailboxes are provided. When the Board and the Association must  
11 communicate items of mutual concern to the employees of the District; the courier service may be  
12 utilized to disseminate such communications. The Association agrees to indemnify the Board for any claim  
13 that might arise on the issue of private express, including all costs, penalties, and attorney's fees.

14  
15 **(6) Dues Collection:** Each pay day including final pay, the Board shall deduct Association dues from the  
16 pay of every member who has signed an authorization card (see Appendix A). Upon termination from  
17 employment, any amount due the Association shall be deducted from the employee's final paycheck. The  
18 authorization is revocable by the employee upon thirty (30) days' written notice to both the Board and the  
19 Association. The Board will provide the Association with a complete list of deductions made each pay  
20 period. Dues deduction authorization cards must be presented to the Payroll Department by the  
21 Association six (6) work days before the pay period in which the deduction begins. The Payroll Department  
22 will notify the Association of a member's request to drop membership within (7) business days. Any dispute  
23 as to the amount of dues deducted shall be solely between the Association and the employee. The  
24 Association and the employee shall hold the School Board harmless from any liability arising from the  
25 Deduction of any dues. In cases of deduction errors, adjustments will be made in subsequent checks.

26  
27 **(7) Association Leave:**

28 **(a) Members:** Upon written request of the Association President, their designee may be allowed  
29 up to a total of 320 hours of leave per year without pay to conduct Association business. A leave  
30 request shall be submitted to the Superintendent and the employee's supervisor. The cumulative  
31 total granted to the Association shall not exceed 320 hours of leave per year. The leave must be  
32 scheduled in a manner that will not adversely affect the operation of the School District. No  
33 individual may use more than 80 hours of Association leave per year. In the event the Association  
34 requires additional leave hours, a request will be submitted to the SPALC Labor/Management  
35 Committee for review and possible agreement.

36 **(b) President:** The President of the Association may be granted personal leave for the school  
37 year(s) of their term of office. Such leave shall be granted with the same privileges and benefits  
38 approved with personal leave for other employees.

39 **(c) Bargaining Team:** An employee who is a member of the bargaining team shall be released  
40 from work on paid leave if the bargaining calendar conflicts with the employee's work schedule. In  
41 such event, the Association shall pay a qualified substitute except for impasse, mediation, or upon  
42 mutual agreement of the parties. Otherwise, the employee's supervisor may adjust the employee's  
43 work schedule with the consent of the employee.

44  
45 **(8) Public Records:** Upon receipt of a written request identifying each specific public record desired by  
46 the Association, the Board shall make available such public records as defined by Florida Statutes 119,  
47 for inspection. Examination and the cost of duplication of public records shall be in accordance with  
48 Florida Statute 119.

1           **(a) Business Necessity:** In accordance with Florida Statute 119, sharing of confidential information  
2 may only occur under certain circumstances that are related to a business necessity. The District  
3 recognizes that such a business necessity exists as it relates to the Association's fulfillment of its  
4 duties under Florida Statute 447.

5           **(b) Bargaining Unit Information:** A list of all bargaining unit members will be provided to the  
6 Association at the start of each fiscal year and on a regular basis thereafter. The Association agrees  
7 that personally identifiable information will remain confidential and will not be distributed to third  
8 parties. The Association agrees that information that is exempt from public inspection will not be  
9 disclosed without first obtaining the express written authorization of the District and the employee  
10 involved.

11  
12 **(9) Consultation:** The Association may request meetings with management for the purpose of discussing  
13 issues of mutual concern. The request must be in writing and include items to be discussed.  
14 Management shall respond to such requests within five (5) days. Any written agreements resulting from  
15 such meeting shall be ratified by the appropriate governing body of the Association and the School Board  
16 or its designee.

17  
18 **(10) Agreement:** For the duration of the Agreement the Board agrees to provide one copy of this  
19 Agreement to the Association for every 20 employees governed by the Agreement within 30 days after a  
20 print ready draft is approved by the parties. The Board further agrees to provide access to the Agreement  
21 from the home page of the District's Website and to provide computer access to employees in the unit  
22 for the purpose of reviewing the Agreement.

23  
24 **(11) Strikes:** The Association agrees not to engage in a strike, work stoppage or other similar forms of  
25 interference with the operations of the Board. Any employee, who participates in or promotes a strike,  
26 work stoppage or other similar form of interference with the operation of the Board, shall be subject to  
27 disciplinary action, up to and including discharge. In the event of a strike, work stoppage or interference with  
28 the operation of the School Board administration, the President of the Association shall promptly and  
29 publicly disavow such strike or work stoppage and strongly recommend that the employees return to work  
30 and attempt to bring about a prompt resumption of normal operations. The Association President shall  
31 notify the Superintendent within twenty-four (24) hours after the commencement of such strike, about the  
32 measures it has taken to comply with this article. Failure to abide by the terms of this article will automatically  
33 terminate this Agreement.

34  
35 **(12) Acceptable Use of the Board's electronic mail system by the Association:** The Association may have  
36 the use of the District's electronic mail system for the purpose of informing members of the bargaining unit  
37 of scheduled meetings and official business of the Association implementing the collective bargaining  
38 agreement. Should any employee, whether a member or non-member request that the Association cease  
39 sending them electronic mail communications, the Association shall immediately remove that employee's  
40 name from the distribution list and shall not send the employee any further electronic communications.

41  
42 All communications shall be during the sender's non-work time. The electronic mail system shall not be used  
43 for the distribution of information that is political, slanderous, defamatory, libelous, or in any way critical of  
44 the School Board, the District, the Superintendent or any administrator or other employee of the District. It  
45 shall not be used for campaign materials related to the internal election of the Association officers. Should  
46 the Association or its representative, acting on behalf of the Association, violate the terms of the agreement,  
47 the Superintendent shall have authority to suspend the right to use the electronic system up to 45 calendar  
48 days. The Association shall comply with all applicable federal,



- 1 state and local laws and Board Policies regarding the use of such systems. Official business is defined as
- 2 items approved by the Association's Executive Board.

## ARTICLE 3 – NEGOTIATION PROCEDURES

1 **3.01 – BARGAINING SESSIONS:** The meeting place, time and agenda for each collective bargaining  
2 session shall be as agreed upon by the Superintendent and the Association’s designated representative. The  
3 parties agree to use the Interest-Based process. The SPALC Labor/Management Committee shall meet to  
4 determine the agenda, training schedule, and calendar for bargaining of re-openers and successor  
5 agreements. Bargaining team members shall receive temporary duty leave as required for the purpose of  
6 attending to bargaining related duties.

7  
8 **(1) Re-opener:** Re-openers are restricted to two (2) articles per party in addition to Article 10  
9 (Compensation) and Article 11 (Benefits). One (1) additional article may be re-opened upon mutual  
10 agreement of the parties.

11  
12 **(2) Successor Agreement:** Successor agreements involve negotiation of all articles unless otherwise agreed  
13 to by the parties.

14  
15 **3.02 – TENTATIVE AGREEMENT:** Articles tentatively agreed upon at the table shall be signed by both  
16 parties.

17  
18 **3.03 - RATIFICATION:** No final agreement between the parties may be executed without ratification by  
19 the bargaining unit and the Board. Following tentative agreement by the negotiating teams, the SPALC  
20 Labor/Management Committee will prepare timelines for implementation. The Association shall submit the  
21 full agreement to the members of the bargaining unit for ratification or rejection. The Superintendent  
22 shall promptly submit the full agreement to the Board for consideration and ratification or rejection.

23  
24 **(1) Non-Ratification Procedure:** Should either the bargaining unit or Board not ratify the tentative  
25 agreement, meetings between the negotiating teams must be convened within twenty (20) days. This  
26 section shall not apply if impasse is invoked.

27  
28 **(2) Impasse Procedure:** Impasse may occur only as provided for in Florida Statutes 447.

## ARTICLE 4 –GRIEVANCE PROCEDURE

1 **4.01 – DEFINITION:** A grievance is defined as a claim by a named employee, or a group of named  
2 employees, or the Association through the President, that there has been a violation, misinterpretation or  
3 misapplication of articles in this Agreement. A grievance shall be processed as hereinafter provided.  
4

### 5 **4.02 – JURISDICTION**

6  
7 **(1) Representation:** All members of the unit have the right to be represented by the Association in the  
8 resolution of a grievance. Nothing herein shall be construed to mandate Association representation of a unit  
9 member who is not also a member of the Association; nothing herein shall be construed to prevent any  
10 member of the unit from presenting their own grievance in person or by counsel and having such grievance  
11 adjusted without the intervention of the Association, if the adjustment is consistent with the terms of this  
12 Agreement, and if the Association has been given the opportunity to be present at the meeting called for  
13 the resolution of such grievances.  
14

15 **(2) Rights:** Nothing contained in the grievance procedure shall be construed to deny the Board, the  
16 Superintendent, the Association or any employee the rights otherwise guaranteed by law. Retaliation for  
17 filing a grievance is strictly prohibited.  
18

19 **(3) Responsibilities:** The filing of a grievance shall not interfere with the right of the Board to carry out its  
20 management responsibilities to the final resolution of the grievance. The employee shall abide by  
21 management’s decision prior to and during the time the grievance is pending.  
22

23 **(4) Expenses:** The fees and expenses of the arbitrator and witness fees for witnesses called by the arbitrator  
24 shall be paid equally by the Board and the Association. Otherwise, each party shall bear its own expenses.  
25

26 **(5) Waiver:** When the Association and the supervisor agree that the supervisor will waive Level I, the  
27 grievant may file the grievance and proceed through the grievance procedure from the informal proceeding  
28 to Level II. In the case where an alleged violation exists at multiple work sites or affects a broad class of  
29 employees, the parties may by mutual agreement begin at Level II of the grievance procedure. The  
30 commencement of proceedings against the Board in a court or before PERC or any administrative agency,  
31 by an employee(s) or the Association, for misapplication or misinterpretation of the terms of this Agreement  
32 shall be deemed a waiver by said employee(s) and the Association of their right to resort to the grievance  
33 procedure.  
34

### 35 **4.03 - FILING**

36  
37 **(1) Grievance Forms:** Grievance forms shall be available in electronic format on the District’s website  
38 or may be copied from Appendix B of this Agreement.

#### 39 **(a) Time Limits:**

40 Failure of the grievant to process a grievance within the time limits herein provided shall bar  
41 the grievance. The time limits provided in this article may be extended by written  
42 agreement between the parties. Whenever illness or any other incapacity of the grievant  
43 prevents attendance at any grievance hearing, the time limits shall be extended to such  
44 time that the grievant can be present.

45 **(b) Working Days:** For the purpose of this grievance procedure, working days are defined

1 as days that the District office is open for business.

2 **(c) Withdrawal:** A grievance may be withdrawn by the grievant at any time and at any level of this  
3 procedure. Once the grievant withdraws a grievance and/or arbitration request, the matter shall be  
4 considered closed and final. The same grievance may not be filed a second time by the same  
5 grievant. A written record of the withdrawal of the grievance and/or arbitration request shall be  
6 maintained in the grievance file.

7  
8 **4.04 - HEARINGS**  
9

10 **(1) Informal Grievance:** In the event that an employee believes that there is a basis for a grievance, they  
11 shall, within ten (10) working days of the alleged violation, schedule a meeting with their immediate  
12 supervisor to informally discuss the alleged violation. This meeting is often the best opportunity for the  
13 parties to achieve a positive resolution to avoid a formal written grievance. The meeting will take place  
14 within seven (7) working days of the date the employee notifies the supervisor, unless otherwise agreed upon  
15 by the parties. If after the informal discussion has concluded and the violation still exists, after seven (7)  
16 working days the grievant may utilize the formal grievance procedure. The grievant must initiate the  
17 grievance within seven (7) working days of the informal discussion. The grievant may choose to have an  
18 Association representative present during the informal discussion. It is the intention of the parties that the  
19 Level I Grievance Hearing shall not be an exact repeat of the Informal Grievance Hearing. The Level I  
20 Grievance Hearing will be waived if the same Administrator who conducted the unresolved Informal  
21 Grievance Hearing, would under normal circumstances, be the same individual conducting the Level I  
22 Grievance Hearing.

23  
24 **(2) Formal Grievance**

25 **(a) Level I:** A copy of the grievance shall be forwarded by the grievant to the Superintendent and  
26 to the Association at the same time the grievance is filed with the supervisor. The supervisor shall  
27 meet with the grievant and their representative(s). Such meeting shall require at least seven (7)  
28 working days' notice and shall be held within seven (7) working days of the date of filing the  
29 formal grievance. The supervisor shall furnish their written disposition of the grievance to the  
30 grievant within seven (7) working days of the meeting and shall furnish a copy thereof to the  
31 grievant, the Superintendent, and the Association.

32 **(b) Level II:** If the grievant is not satisfied with the disposition of the grievance, or if no  
33 disposition has been made within the time limits as specified in Level I, the grievant may submit the  
34 same grievance to the Superintendent within seven (7) working days of the date of disposition or  
35 the expiration of the time limits for a disposition. The Superintendent shall meet with the grievant  
36 and their representative(s) within seven (7) working days of the date of filing. The Superintendent  
37 shall furnish their written disposition of the grievance to the grievant within seven (7) working days  
38 of such meeting and shall furnish a copy thereof to the supervisor and to the Association.

39 **(c) Level III:** In the event the grievant is not satisfied with the disposition of the grievance at  
40 Level II, or if no disposition has been made within the time limits as provided in Level II, the  
41 grievant, with approval from and representation by the Association, may submit the grievance to  
42 arbitration in accordance with the rules of the American Arbitration Association. Submission of a  
43 grievance to arbitration shall be initiated by the grievant, their counsel or by their designated  
44 Association representative, by filing a written request with the American Arbitration Association  
45 and with the Superintendent within ten (10) working days of the date of the Level II disposition of  
46 the grievance or the expiration of time limits for a disposition. The disposition of the grievance  
47 made by the arbitrator shall be binding on both parties; providing that the arbitrator shall have no  
48 power to add to, subtract from, modify, or otherwise alter the terms of the collective bargaining

1 agreement. The grievance may be settled while the arbitration procedure is pending.  
2

3 **(3) Confidentiality:** All meetings and hearings under the grievance procedure shall be held in private and  
4 shall include only such parties, their representatives, and witnesses. Arbitration hearings shall be in public.  
5

6 **(4) Release from Work:** Grievances shall be processed during times which do not interfere with the  
7 grievant's assigned duties, unless the parties agree otherwise. Temporary duty, without loss of pay, shall  
8 be granted to employees whose attendance is essential when grievance meetings are held during working  
9 hours.  
10

11 **4.05 – DISPOSITION:** The date of disposition shall be defined as the date on which the supervisor  
12 delivers the written disposition to the grievant if hand delivered in person; or the date of postmark in those  
13 instances where delivery is by mail; or the date upon which the document is faxed to the grievant or their  
14 representative; or the date upon which the document is delivered by electronic mail to the grievant or their  
15 representative.  
16

17 **(1) Records:** No records of a grievance shall be filed in an employee's personnel file.  
18

19 **(2) Adjustments:** The adjustment of any grievance shall be consistent with the articles of this Agreement.

## ARTICLE 5 – GENERAL EMPLOYMENT PRACTICES

### 5.01 – CONTRACT STATUS AND REAPPOINTMENT

**(1) Probation:** All employees shall be on probationary status for a period of twelve (12) calendar months from the date of initial employment. The employee shall be credited with work experience upon verification. Any recommendation for annual appointment must include the supervisor's written assessment of the employee in accordance with Article 8.02.

**(2) Recommendation for Non-Reappointment:** During the first two (2) years of employment the District may choose not to renew an employee's contract at the end of the employee's contractual year regardless of performance. After two (2) years of successful employment, no employee's contract shall be non-renewed.

**(a) Notification:** An employee who is being considered for non-reappointment shall receive written notice from the supervisor by May 10.

**(1) Employees Under Investigation:** Employees with school or site based disciplinary investigations pending on or after May 10, who have not yet received notice of their reappointment status, will receive notice of their reappointment status after the completion of the investigation and a pre-determination conference. The only due process required under this article is a pre-determination conference. The decision to non-reappoint is final and is not subject to arbitration or administrative appeal. Supervisors will notify applicable employees on May 10 that their reappointment status will be provided after the completion of the investigation and predetermination conference.

**(b) Appeal:** Upon written request, the employee shall be granted a conference with the Superintendent for the purpose of reviewing the Supervisor's recommendation not to renew the employee's contract. The employee must request the conference within five (5) work days after receiving notification from their supervisor that non-renewal is being recommended. The Superintendent shall conduct the conference within ten (10) working days of the employee's request.

**(c) Final Disposition:** The decision of the Superintendent shall be in writing and shall be furnished to the employee within ten (10) work days after the conference. The decision is final and not subject to the grievance procedure unless it is arbitrary or capricious.

**5.02 – SENIORITY:** Seniority is the length of continuous service with the Board as a full-time or part-time employee. Any tie in seniority shall be decided by the Superintendent.

**(1) Loss of Seniority:** Employees lose their seniority as a result of the following:

**(a)** Termination;

**(b)** Retirement;

**(c)** Resignation;

**(d)** Layoff exceeding two (2) years;

**(e)** Unexcused absence for more than three (3) consecutive work days;

**(f)** Failure to report to Human Resources an intention to return to work within ten (10) calendar days of receipt of recall by certified mail with restrictive delivery;

**(g)** Failure to report from military leave within the time limits prescribed.

1  
2 **(2) Seniority List:** The Superintendent agrees to provide the President of the Association a current seniority  
3 list by March 1 of each year and prior to any reduction-in-force. The seniority list shall include only position  
4 titles listed in the salary schedule in Appendix C of this Agreement.  
5

6 **(3) Seniority of Transportation Employees**

7 **(a) Bus Operators:** The operator seniority list dated August 31, 2000, shall be retained for the  
8 purposes of future bidding. Contract employees hired after August 31, 2000 will be added as  
9 follows:

10 **(1) Regular Bus Operator:** The most recent date that the operator goes to work as a  
11 regular or Unassigned Regular (UAR) employee shall be the seniority date. The drawing of  
12 lots in the presence of union representatives will break ties in seniority.

13 **(2) Substitute Bus Operator:** Substitute bus operators trained but not assigned shall have  
14 as their seniority date the date that the employee accepts the sub-operator's contract. They  
15 shall be assigned as vacancies occur. If the bus operator elects to reject the appointment  
16 to a regular position, they will not be offered another appointment until such time as all  
17 others on the list have been given one opportunity to accept a regular appointment.

18 **(3) Transportation Employees:** Transportation Department employees who become  
19 trained as bus operators will move to the top of the substitute list.

20 **(4) ESE Status:** Drivers who qualify for Exceptional Student Education (ESE) routes shall be  
21 identified as such with the letter "S" following their seniority numbers.

22 **(5) Current Employees:** Current employees who are not employed as bus operators in the  
23 Transportation Department may be transferred to the Transportation Department without  
24 serving as a substitute, if they meet all other eligibility requirements and a vacancy exists.  
25 An eligible transferred employee's seniority date shall be the date of the personnel action  
26 form (PAF) which reflects the Transportation Department's recommendation for transfer to  
27 the Superintendent.

28 **(6) Rehires:** An operator who is rehired must meet all eligibility requirements, and accept  
29 reappointment as an UAR bus operator.

30 **(b) Bus Attendants and Bus Monitors:** The date of the initial appointment as a regular bus  
31 attendant or bus monitor shall be the same as the bus attendant or bus monitor seniority date.  
32 Substitute bus attendants' or bus monitors' seniority will be determined in the same manner as  
33 substitute bus operators. Bus attendants and bus monitors will be on separate seniority lists by  
34 classification for purposes of bidding. For Summer School bidding, Monitors trained as ESE  
35 attendants will be combined with the attendant's seniority list.

36 **(1) Rehires:** A bus attendant or bus monitor who is rehired must meet all eligibility  
37 requirements and accept reappointment as a substitute.

38 **(2) Current Employees:** Current employees who are not employed as bus attendants or  
39 bus monitors and who apply and are recommended may be appointed to that position  
40 without serving as a substitute if they meet all other eligibility requirements.

41 **(c) Department Seniority:** The Transportation Labor/Management Committee has approved the  
42 use of a department seniority date for bidding purposes, in order to hold harmless employees who  
43 have moved from one position to another within Transportation without a break in service or exiting  
44 the department.

1 **5.03– TRANSFER**

2  
3 **(1) Voluntary**

4 **(a) Request:** Each employee may request a transfer by contacting the supervisor or principal at the  
5 site in which a vacancy exists and request an interview.

6 **(b) Seniority:** When two (2) or more employees apply for the same position, the employee with the  
7 most in-county seniority will be given first consideration.

8 **(c) Notice:** All transfer applicants granted interviews shall be notified in writing by the principal  
9 or supervisor of their decision.

10 **(d) Conflicts:**

11 **(1) Administrator Agreement:** When an employee has been offered a new position which  
12 will involve a voluntary transfer or promotion to another school or site, the two (2) site  
13 administrators must reach agreement on the transfer within one week from the date of  
14 acceptance.

15 **(2) Superintendent Approval:** If the two (2) site administrators do not agree to a  
16 voluntary transfer decision, then an appeal can be made to the Superintendent for a final  
17 decision regarding the transfer disposition.

18 **(3) Retention of Right:** The employee offered the new position retains a right to that  
19 position during the period of transfer disposition resolution.

20  
21 **(2) Involuntary:** Involuntary transfers may occur in response to financial needs, student needs, discipline,  
22 resolution of work place civility concerns, and conflicts of interest.

23 **(a) Correct and Proper Operation:** Transfers shall be made on a voluntary basis, whenever  
24 possible; however, correct and proper operation of the school district will necessarily require that  
25 involuntary transfers be made.

26 **(b) Financial or Student Need:** Involuntary transfers may be made in the event of a school closing.  
27 Involuntary transfers may be made to achieve a reduction in the number of employees assigned to  
28 a school. Subject to job requirements and student needs, employees selected for involuntary  
29 transfers shall be those with the least District seniority.

30 **(c) Criteria:** The Board shall determine the criteria for the selection of employees to be  
31 involuntarily transferred. Such criteria shall be applied uniformly throughout the District.

32 **(d) Notice:**

33 **(1) Association:** Prior to notices of involuntary transfers, SPALC will be notified and given  
34 the opportunity to work out the timelines and guidelines for accomplishing the involuntary  
35 transfer process and surplus.

36 **(2) Employee:** An employee selected for an involuntary transfer shall be given the reason  
37 for such transfer and the opportunity to object to their supervisor about such transfer. If  
38 requested by the employee, the reason shall be given in writing.

39 **(e) Training:** Prior to an involuntary transfer, employees with seniority may be provided an  
40 opportunity to receive training for a similar position if available at their current work site. The  
41 training must occur during a natural break in the employee's work schedule (i.e. summer break)  
42 and not affect the efficient operation of the work site and/or the District. The employee will  
43 participate voluntarily in the training and will not be provided pay and/or benefits for the time  
44 spent in training. If, at the conclusion of the training, management determines that the employee  
45 will not be capable of performing the functions of the new position the employee will be  
46 involuntarily transferred to a new location. Training will not be implemented solely due to an



1 involuntary transfer and must already be available as a part of the District’s normal or scheduled  
2 Professional Development offerings.

3 **(f) Process:**

4 **(1) Voluntary:** Prior to determining involuntary transfers, employees shall be given an  
5 opportunity to volunteer.

6 **(2) Order:** A list of employees to be involuntarily transferred will be compiled by Human  
7 Resources. Vacancy information shall be provided to these employees.

8 **(3) Preference:** Thereafter, employees shall indicate the positions, in order of preference,  
9 which they desire.

10 **(4) Seniority:** After consideration of job requirements and student needs, employees who  
11 have the highest seniority shall be placed first.

12 **(5) Job Classification:** No new employee shall be hired in a job classification until all  
13 employees in that classification have been placed.

14 **(6) Employee Refusal:** Should an employee refuse to accept an assignment substantially  
15 equal to their current assignment, said refusal shall constitute a resignation by the  
16 employee.

17  
18 **(3) Reassignment:** A reassignment of duties at the same school or site is not a transfer.  
19

20 **5.04 –REDUCTION IN FORCE:** The Board will determine the classification by departments and schools  
21 to be reduced. The Board will notify the Association in advance of any reduction-in-force or reduction in  
22 hours action. Employees will be laid off or reduced in hours in the inverse order of their seniority in the  
23 District. Employees who are laid off, surplusd, or reduced in hours may fill a vacant position, if qualified.  
24

25 **(1) Recall:**

26 **(a) Time Limit:** Employees in layoff or reduced in hours status will retain recall rights for two (2)  
27 years and shall have preference over applicants.

28 **(b) Notice:** Recall will be made by certified mail with restrictive delivery to the last address in the  
29 employee’s records.

30 **(c) Failure to Respond:** Within ten (10) calendar days after receiving notice, laid off or reduced  
31 employees must respond to Human Resources. Failure to respond shall constitute a resignation by  
32 the employee.

33 **(d) Exception:** Recall will be offered to laid off or reduced employees if they are qualified to perform  
34 the job. A laid off or reduced employee, when offered recall, who is temporarily unable to return  
35 due to medical reasons certified by a licensed medical provider, may request an extension of  
36 recall.

37 **(e) Seniority:** Employees with the greatest seniority in that classification shall be recalled first.  
38

39 **5.05 – ASSIGNMENT OF DUTIES**  
40

41 **(1) Job Description:** The District will prepare, review, revise, and maintain job descriptions for those jobs  
42 in the bargaining unit as it deems necessary. Human Resources will provide the Association copies of new  
43 or revised job descriptions through the SPALC Labor/Management Committee and afford the Association  
44 an adequate opportunity to review and provide written feedback prior to implementation. The role of the  
45 Association in this regard will be advisory in nature. All job descriptions shall be posted on the Human  
46 Resources section of the District website. The job descriptions shall list the required qualifications as

1 completely as possible. Every job duty in a job description need not always be specifically described, and  
2 any omission does not preclude the required performance of all duties that are job related.

3 **(a) Regular Review:** The District agrees to review job descriptions to ensure that an accurate  
4 reflection of performance expectations is maintained. The SPALC Labor/Management Committee  
5 will review proposed changes in job descriptions prior to placement of these proposed changes on  
6 the Board agenda. The SPALC Labor/Management Committee will recommend job groups for  
7 consideration in the establishment of career advancement paths.

8 **(b) Request for Review:** An employee may request a formal review of their job description if the  
9 employee believes the current duties as assigned do not match the job description. Requests for  
10 review shall be made in writing and submitted to the SPALC Labor/Management Committee.

11 **(c) Supervisor Directives:** Nothing in a job description shall be construed that any employee has  
12 the right to refuse to follow instructions.

13 **(d) Instructional Supplements:** Instructional supplement positions will not conflict with an  
14 employee's primary job duties, work schedule, or hours.

15  
16 **(2) Temporary Reassignment:** If an employee is assigned to perform all the essential functions and duties  
17 of a position in a pay grade higher than the employee's regular pay grade the employee shall be paid at  
18 the higher pay grade. Any suspected abuse of the temporary assignment article or unfair assignment of  
19 opportunities for short term assignment practices will be referred to the SPALC Labor/Management  
20 Committee.

21 **(a) Mileage:** If an employee is asked by a supervisor to leave the work site on District business,  
22 using their personal vehicle, the Board shall reimburse the employee for actual mileage and furnish  
23 liability insurance coverage as provided by the District's self-insurance plan. No employee shall be  
24 required to use their personal vehicle for District business.

25  
26 **(3) Temporary Duty:** Upon the approval of the supervisor, an employee may be assigned to be temporarily  
27 away from their regular duties and/or place of employment for the purpose of performing other job-related  
28 services, including but not limited to participation in surveys, professional meetings, study courses,  
29 workshops, professional organization meetings and similar services of direct and long-term benefit to the  
30 work group.

31 **(a) Training Opportunities:** Employees will be given an opportunity for training in job  
32 advancement skills.

33  
34 **(4) Substitutes:** If an employee is on an approved leave of absence, and no substitute is utilized, no  
35 additional duties shall be distributed to other employees unless comparable duties are specified by the  
36 principal, supervisor or designee as duties not to be completed.

37  
38 **(5) Interns:** Interns may be identified as needed for the efficient operation of the school system and to  
39 provide advancement opportunities for employees. At the end of the internship, employees not promoted  
40 to positions in which the internship was served shall be returned to a position comparable to the position  
41 held prior to serving the internship.

42  
43 **(6) Satellite Work Sites:** In departments where zones, regions or satellite work sites are established,  
44 employee preferences by seniority will be considered. The Superintendent reserves the right to assign  
45 employees as needed. Bidding procedures shall be established through labor/management meetings in  
46 each department affected.

1  
2 **(7) Subcontracting:** The District agrees to utilize subcontractors only for a specific need or in case of an  
3 emergency.  
4

5 **(8) Assignment of Duties for Transportation Employees:**

6 **(a) Route/Time/Mileage (RTM) Report:** A copy of the route, time and mileage sheets shall be  
7 given to the attendant/monitor anytime one is submitted to the driver of their bus.

8 **(b) Field Trips:**

9 **(1) Trip Eligibility:**

10 **(a) Sign-Up:** To be eligible for Field Trips an employee must notify the  
11 Transportation Department in writing on the form provided by the District, prior to  
12 the first day of school of their availability for Field Trips. Employees who become  
13 eligible or request assignments or reinstatement after the first day of school, shall  
14 be added to the end of the list.

15 **(b) Out-of-County Trips:** To be eligible for out-of-county trips, employees must  
16 complete one full calendar year of employment as a bus operator, attendant or a  
17 monitor to work field trips. When requested by the employee in writing, time  
18 worked in excess of one-half year or five (5) months as a substitute will be counted  
19 toward eligibility.

20 **(c) Removal from List:**

21 **(1) Written Request:** Upon written request by the employee to the  
22 Transportation Department, an employee's name be withdrawn from the  
23 list of field trip eligible employees. When an employee withdraws their  
24 name from the trip list, they may not resume trip eligibility for three (3)  
25 months and then only upon written request.

26 **(2) Third Rejection:** Employees shall be removed from the trip roster for  
27 the remainder of the school year after the third rejection of a field trip  
28 within a single school year.

29 **(3) Failure to Appear:** If an employee fails to appear for a scheduled trip  
30 without providing notice 24 hours prior to the trip, the employee may be  
31 removed from the trip roster for the remainder of the school year and be  
32 subject to further discipline.

33 **(4) Student Abandonment:** If an employee abandons students while on  
34 a trip, the employee shall be removed from the trip roster and be subject  
35 to disciplinary action up to and including termination.

36 **(2) Trip Assignment:** Trips will be assigned on the basis of seniority, parking location, and  
37 availability as listed below.

38 **(a) Types:** Field trips will be classified into three (3) categories: "Hurricanes/Other  
39 Emergencies", "Short Notice Trips", and "All Other Trips".

40 **(b) Procedure:** The procedure for assignment shall be as follows:

41 **(1) Employee Availability:** Employee availability is defined as follows:

42 **(a) Normally Assigned Route:** Trip assignment to an eligible  
43 employee would not jeopardize the on-time arrival of the  
44 employee's normally assigned bus route as determined by the  
45 Executive Director of Transportation or designee.

46 **(b) Trip Arrival/Departure:** Trip assignment to an eligible

1 employee would not jeopardize the on-time arrival and departure  
2 time of the assigned field trip bus as determined by the Executive  
3 Director of Transportation or designee.

4 **(2) Employee Absence:** Field trips missed by an employee due to an  
5 authorized absence will not cause the employee to miss their turn. That  
6 employee will be offered the next available field trip; however, no  
7 employee will be allowed to bank trips.

8 **(3) Missed Trip:** If an employee elects to reject an assignment, they will  
9 be passed over until their name comes up again in rotation. Any employee  
10 who misses an assigned trip or fails to decline a trip within 24 hours from  
11 notification of assignment will miss not only that turn, but their next turn.

12 **(4) Hurricanes/Other Emergencies:** Assignments out of rotation for  
13 "Hurricanes/Other Emergencies" will be made in compliance with the  
14 above, unless approved by the Executive Director of Transportation.

15 **(5) Weekend or Remote Location:** Weekend or remote location trips, up  
16 to four hours per day, may be assigned to the same employee. These trips  
17 shall be counted as one trip.

18 **(3) Shuttling:** While on field trips, employees may be required to shuttle between schools.  
19 Rest periods will be as the field trip schedule permits. After four (4) continuous hours of  
20 shuttling, the employee will be entitled to a thirty (30) minute rest period. If an employee  
21 is not available at the needed time for a trip, another employee can be asked to shuttle  
22 part or all of the trip.

23 **(c) Bus Operator Shortage:** Field trips will not be assigned by the Transportation Department to  
24 other employees or to outside vendors unless one or more of the following conditions apply:

25 **(1) Funding:** Funding source for field trip is outside the state funded district operational  
26 budget (e.g. internal funds, donations, cooperative organization funds).

27 **(2) Field Trip:** Field trip destination is outside the nine-county internal field trip zone of  
28 Collier, Charlotte, Desoto, Hendry, Hillsborough, Lee, Manatee, Pinellas, and Sarasota  
29 County.

30 **(3) Employee Availability:** Bus employee is unavailable. Bus employee availability is  
31 defined as follows:

32 **(a) Normally Assigned Route:** Trip assignment to an eligible employee would not  
33 jeopardize the on-time arrival of the employee's normally assigned bus route as  
34 determined by the Zone Director of Transportation or designee.

35 **(b) Trip Arrival/Departure:** Trip assignment to an eligible employee would not  
36 jeopardize the on-time arrival and departure time of the assigned field trip bus as  
37 determined by the Director of Transportation or designee.

38 **(4) Outside Vendors:** If any of the above conditions apply, the District reserves the right to  
39 utilize other employees or outside vendors for field trips. Bus employees assigned to an  
40 out-of-county trip canceled one week or less prior to the day of the trip, due to the use of  
41 an outside vendor, shall be compensated for two (2) hours and shall be placed at the top  
42 of the trip list.

43 **(d) Bus Attendant Shortage:** A shortage of bus attendants shall be resolved in the following  
44 manner:

45 **(1) Priority Order:** A priority order for the assignment of bus attendants shall be  
46 established with input from the ESE Department. Students requiring bus attendants in their

1 IEP will be served first.

2 **(2) Bus Monitors:** Bus monitors shall be assigned as bus attendants when necessary.

3 **(3) Other Transportation Employees:** Other Transportation employees may be assigned  
4 as bus attendants in an emergency.

5 **(4) Emergency Plan:** An emergency plan will be developed to allow students on buses  
6 without bus attendants to be picked up by other buses.

7 **(5) Parent Phone Call:** Parents will be called by the Transportation Department and be  
8 given the option of driving their own children if a bus attendant is required on their child's  
9 IEP and no bus attendant is available.

10 **(6) Wheelchairs:** Wheelchair buses may be scheduled late if no bus attendant is available.

11 **(7) School-based Support Staff:** Classroom assistants and helping teachers will not  
12 replace bus attendants or bus monitors on buses.

13 **(e) Route and Zone Bidding:**

14 **(1) Regular School Year Routes:** Route bidding for all regular school year routes shall  
15 occur annually no earlier than one week prior to preschool and no later than the last day of  
16 the preschool training period. Only regular bus operators have the right to bid on any  
17 regular route and the designated parking area of a route may not be changed. Special  
18 education routes will be offered to operators and attendants who qualify by experience or  
19 training as determined by the Transportation Department. Bus Monitors and Bus Attendants  
20 have the right to bid on zones during the regular school year.

21 **(2) Route Posting:** Descriptions of all routes will be posted at a designated location at least  
22 forty (40) work hours prior to the beginning of the bidding procedure.

23 **(3) Route Listings:**

24 **(a) Assigned Duties:** Routes shall be listed by:

25 **(1) Estimated Route Time:** Estimated route time (Up to a maximum of 8  
26 hours per day. If there is a possibility of scheduled overtime, more than 40  
27 hours per week, it will be noted on the bid sheet).

28 **(2) Bus Information:** Bus number and type of bus.

29 **(3) Bus Location:** Bus parking locations as determined by Transportation  
30 Department Administration.

31 **(4) School Information:** Schools served.

32 **(5) Route Start and End Time:** Approximate beginning and ending time.

33 **(6) ESE Status:** Special education.

34 **(b) Additional Assigned Duties:** Routes will include any permanently assigned  
35 standby time, intramural runs, activity runs, route preparation, swim team runs,  
36 discipline runs and any other additional duties permanently assigned.

37 **(4) Personal Transportation:** All employees must furnish their own transportation to the  
38 original bus departure point.

39 **(5) Bidding Process:** Employees will receive written notification of their assigned seniority  
40 number, along with the time and date to select their routes. Employees who do not appear  
41 during their assigned time may select a route at the end of the specified time block during  
42 which they appear. Any employee who does not appear will be assigned an available route  
43 at the conclusion of the bidding process.

44 **(6) Proxy Bidding:** An employee who is unable to attend the route bidding on the specified  
45 day or time may execute a proxy. The proxy must be presented at the employee's assigned  
46 time and place for bidding.

1 **(7) Master List:** As routes are filled during the bidding, the name of the employee who  
2 elects the route will be placed on the master list, so that employees who have yet to bid will  
3 know which routes are available.

4 **(8) Vacant Routes:** Routes that are created or become vacant after all bidding is completed  
5 shall be filled in the following order:

6 **(a) Unbundling Routes:** "Unbundling," if possible, those routes (by school – not  
7 by stop) and redistributing the schools to other drivers based on availability and  
8 seniority. If the route in question is an ESE route, the bus attendant will retain their  
9 initial RTM (route/time/mileage).

10 **(b) Splitting Routes:** When a route is split, the senior employee is given first choice  
11 between the two new routes created.

12 **(c) Rebidding Routes:** Rebidding vacancies as they occur if the RTM is greater  
13 than or equal to the guaranteed minimum hours. Assign remaining openings from  
14 the substitute list, if less than the guaranteed minimum hours.

15 **(d) Eliminating Routes:** When a bus route is eliminated, the bus employee will  
16 become an UAR operator or an unassigned attendant until they bid an available  
17 route.

18 **(9) Rebidding Process:** All applicable requirements of Article 5.05(9) apply during the  
19 rebidding process. The rebidding process shall be as follows:

20 **(a) Route Posting:** Descriptions of all routes to be rebid will be posted at a  
21 designated location at least forty (40) work hours prior to the beginning of the  
22 rebidding process.

23 **(b) Rebidding Location:** The designated location of the rebidding process will be  
24 posted with the route descriptions to be rebid.

25 **(c) Proxy Bidding:** The employee or proxy must be present to participate in the  
26 rebidding procedure.

27 **(d) Employee Responsibilities:** Employees must sign bids and cannot decline a  
28 route once they have submitted a bid.

29 **(e) Management Responsibilities:** Representatives from Transportation  
30 management, the department responsible for safety, and the Support Personnel  
31 Association of Lee County shall be present during the rebidding process.

32 **(f) Vacant Routes:** Routes of employees on long term leave (more than 6 calendar  
33 weeks) route will be bid as vacant. When the employee returns to work, they will  
34 be an UAR until they bid on another available route.

35 **(10) Route Adjustments:** Bus routes shall be bid as posted. Routes may be adjusted and  
36 buses may be reassigned by Transportation administration or designee after bidding is  
37 completed. Paid Route Time and Mileage (RTM) reduced during the first two pay periods  
38 of the student year will not take effect until the third pay period. Thereafter, reductions in  
39 paid time will only occur on the basis of every other pay period. If there is a necessary  
40 reduction in the RTM, (in between the actionable pay periods), the reduced time will be  
41 made up by the employee serving standby time to perform transportation-related duties.  
42 If the bus employee chooses to waive the standby time the reduction in paid time will take  
43 place immediately.

44 **(11) Permanent Route Change:** When the supervisor determines that a permanent route  
45 change is necessary, the bus employee(s) affected shall be consulted about the reasons for  
46 the change, the new route and the pupil bus load before the change is made. Due to the

1 large number of changes during the first 15 days of school or under other emergency  
2 circumstances, such consultation with the employee(s) may not be possible. The supervisor  
3 shall then consider the employee's input and shall thereafter notify the employee the day a  
4 change is confirmed.

5 **(12) Summer School Routes:** Summer School Bidding shall follow the same rules as regular  
6 bidding. Summer school route bidding will take place no earlier than two weeks prior to the  
7 first day of summer school and no later than two days prior to the first day of summer  
8 school. It will be held in an air-conditioned space. Last minute changes in routes shall be  
9 posted prominently where all can see before bidding. There will be no supervisor  
10 influencing of operators in the choice of routes. The rules of bidding shall be a topic of the  
11 April Transportation Labor/Management Meeting.

12 **(a) Bus Attendants and Bus Monitors:** Bus attendants and bus monitors have a  
13 right to bid on summer routes if they are trained as ESE attendants.

14 **(b) Failure to Complete Summer School:** Employees who accept a summer run  
15 and fail to complete their commitment to the School District will be ineligible for  
16 the following year's summer school bidding.

17 **(c) Bidding Process:** Bus employees assigned who work during the regular school  
18 year immediately preceding summer school, shall bid on summer routes prior to  
19 transfer or new employees.

20 **(d) Sick Leave:** Sick leave shall be utilized as per Article 12.02. Within 30 days of  
21 the end of summer school, employees ineligible for the next summer school  
22 bidding will be notified. These employees will have thirty (30) days to appeal their  
23 eligibility status with Transportation administration.

24 **(f) Light Duty:** Transportation employees placed on light duty may be assigned to other duties to  
25 include gate duty where appropriate.

26 **(g) Assistance:** Transportation employees may request or be assigned additional training, ask  
27 clarifying questions or seek assistance with routing concerns and/or student discipline (route/stop  
28 adjustments) without fear of negative repercussions.

29  
30 **5.06 – EMPLOYMENT OPPORTUNITIES:** Job openings and new positions shall be filled as herein provided.

31  
32 **(1) Advertising Vacancies:** A list of job openings shall be provided to Association representatives at each  
33 work site upon request. Job openings shall also be posted on the District website for five (5) consecutive  
34 work days prior to filling the position. Posted job openings shall include the beginning hourly rate.

35  
36 **(2) Filling Vacancies:** When job vacancies occur, the applicant whose qualifications, seniority, work  
37 experience and interview responses are superior, shall be offered the position.

38  
39 **(3) Job Specific Skills:** Any job specific skills, knowledge, abilities and qualifications in addition to the  
40 approved job description expected of applicants shall be determined prior to considering any applicants for  
41 a vacancy. Additional skills, knowledge, abilities and qualifications shall not be to the extent that it would  
42 create a new job classification or be equivalent to an existing job classification and job description.

43 **(a) Notice to Employees:** Employees shall be informed about practices, policies and  
44 procedures relating to filling of vacancies.

45 **(b) Association Participation Request:** SPALC may request to have a member participate in the  
46 process used to fill vacancies; however, management is under no obligation to permit the

1 participation of the SPALC member.

2 **(c) Pre-Employment Testing:** SPALC shall be involved in the selection of tests, assessment tools  
3 and scoring guides used in the selection process. If tests are used, applicants shall be  
4 informed of any tests and the process that will be used prior to the interview. Training shall be  
5 provided to employees about the process to be used and the skills necessary for each job.  
6

7 **(4) First Consideration:** Current employees of the District who apply shall be given first consideration prior  
8 to other applicants.

9 **(a) Seniority:** If the Superintendent determines that two or more current employee applicants are  
10 equally qualified, the employee applicant with the most in-district experience will be offered the  
11 position.

12 **(b) Substitute/Temporary Employees:** Persons who have been hired as substitute/temporary  
13 employees and have worked successfully for six (6) months or longer shall be considered at the  
14 same time as current employees when vacancies occur. No temporary appointment shall become  
15 permanent unless it has been advertised in accordance with Article 5.06(1).

16 **(c) Change in Shift:** When it is necessary to transfer an employee from or to a day or evening  
17 schedule, the supervisor shall, among other job-related considerations, recognize the seniority of  
18 the employee. When a position becomes vacant and creates an opportunity for a change in work  
19 schedule/shift, notice of the vacancy will be posted in a prominent location at the site or school.  
20 Employees in the vacant job classification are responsible for notifying their supervisor of their  
21 interest in the vacant position. Supervisors shall, among other job considerations, recognize the  
22 seniority of employees requesting to be moved to the vacant position.

23 **(d) Notice:** Applicants shall receive timely notice of the hiring decision. If an unsuccessful employee  
24 applicant makes a written request to the supervisor responsible for the selection process within ten  
25 (10) working days of their interview appointment, the supervisor will schedule a conference within  
26 ten (10) days of receipt of the written request to discuss their application and possible changes to  
27 enhance the employee's opportunity for future promotion.  
28

29 **(5) Summer School Vacancies:** Summer school vacancies will be posted and filled in accordance with Article  
30 5.06 and are subject to job requirements and student needs. The District agrees to meet and consult  
31 with SPALC representatives regarding the development of the Summer School handbook as it relates to  
32 employment of SPALC members for summer school. Decisions regarding the development of the Summer  
33 School handbook as related to filling summer school vacancies will be made in a collaborative manner  
34 when possible.  
35

36 **5.07 – AMERICANS WITH DISABILITIES ACT:** Any employee that believes that they have a disability under  
37 the ADA may apply for a reasonable accommodation if the employee deems such an accommodation  
38 necessary. The request will be reviewed pursuant to the District's ADA review process. The District's  
39 application of the ADA review process shall be the sole issue under this article subject to the grievance  
40 procedures as outlined in Article 4 of this agreement. The decision and/or outcome of the employee's



1 application or request shall not be the subject of a grievance as outlined in Article 4 of this agreement,  
2 but may be appealed pursuant to the District's ADA review process. Information about the ADA, ADA  
3 accommodation request forms, and ADA medical certification forms are posted on the District's website.  
4

5 **5.08– WORKERS COMPENSATION:**  
6

7 **(1) Limited Duty:** Employees who have experienced a workers' compensation injury and who have been  
8 evaluated and released by an approved physician as physically able to return to work with specific  
9 limitations, will return to their job site upon written authorization by Insurance and Benefits Management.  
10 Specific work limitation will be forwarded to the employee's supervisor from the treating physician. The  
11 employee will remain in their job site, performing appropriate duties as identified by their supervisor for a  
12 period of time agreed to by the employee and the work site supervisor. The employee will be evaluated by  
13 their physician as necessary based on the course of treatment and, if not released for full duty, will be  
14 returned for limited duty for a work period agreed to by the employee and the work site supervisor. At  
15 the completion of the second work period, if the employee is not able to return to a full-duty status, he will  
16 be evaluated by the physician, principal/supervisor and the Insurance and Benefits Management to  
17 determine the employee's status. Alternatives such as returning to workers' compensation off-duty status,  
18 continuation of limited duty assignments, Alternate Duty assignments, and/or other assignments will be  
19 reviewed with the employee. If a period of limited duty exceeds six months the District will notify the  
20 Association of the identity of the employee.  
21

22 **(2) Alternate Duty:**

23 **(a) Evaluation:** Employees who have experienced a workers' compensation injury and who have  
24 achieved maximum medical improvement as determined by an approved physician and are unable  
25 to return to their previous position may be eligible for alternate duty assignments in accordance  
26 with Article 5.08(2)(d). Employees will be evaluated by a variety of methods for alternate duty  
27 within the school district by the Insurance and Benefits Management. The District will not assist  
28 finding alternative employment outside of the district. This process does not guarantee future  
29 employment within the School District. The alternate duty evaluation is not a 440.441 re-  
30 employment assessment as it is not an evaluation to determine whether an employee is capable  
31 of returning to suitable, gainful employment in the open labor market. The District shall notify  
32 the Association prior to the evaluation of an employee. Employees who do not meet the criteria  
33 for Alternate Duty shall lose their employment with the District.

34 **(b) Training Assignment:** Alternate Duty assignments are trainee positions at job sites to be  
35 identified by Human Resources after a thorough review of the employee's job history, qualifications,  
36 and physical limitations. Positions such as clerk typist, data entry and teachers' assistants are some  
37 of the possible opportunities for Alternate Duty training.

38 **(c) Funding:** All Alternate Duty positions will be funded from the Workers' Compensation loss fund  
39 budget, as directed by the Insurance and Benefits Management.

40 **(d) Training:** Employees will be placed in an Alternate Duty training position based upon their  
41 physical abilities (as determined by their treating workers' compensation physician) and their  
42 vocational aptitudes (as determined by vocational testing, educational certifications, etc.).  
43 Adjustments may be made to the job duties of the position; however, the employee must be  
44 capable of performing the essential functions of the position as described in the job description.  
45 Positions related to the employees' current position and/or level of expertise shall also be given  
46 consideration when being placed in an Alternate Duty training position.

1 **(e) Time Limit:** The total maximum time an employee may remain in an Alternate Duty "training  
2 status" is one year. The maximum time may be extended to two years under extenuating  
3 circumstances. (Example: illness, language barrier, etc.).

4 **(f) Successful Completion:** Employees will be deemed "trained" when they have successfully  
5 acquired the minimum skills necessary to qualify for the position for which they are training, as  
6 acknowledged by their supervisor and Insurance and Benefits Management.

7 **(g) Failure to Complete:** An employee shall lose their employment with the District if the employee  
8 fails to achieve "trained" status within one year (or two years for employees with extenuating  
9 circumstances) and no positions exist within the District that meet the physical and aptitude  
10 requirements of the employee.

11 **(h) Change in Training:** Employees who are unsuccessful in their initial training position, may make  
12 one change of training assignment within the one-year period (two-year period for employees with  
13 extenuating circumstances); however, a change of training position will not extend their training  
14 timeline.

15 **(i) Application Upon Completion:** Once employees are deemed "trained" by Insurance and  
16 Benefits Management, they are required to apply for all positions, for which they have received  
17 training, within a reasonable commute.

18 **(j) Placement Upon Completion:** For employees who are unsuccessful in finding a regular position  
19 within 60 working days of achieving "trained" status, Human Resources will begin procedures to  
20 place those employees in regular positions.

21 **(k) Refusal:** If an employee refuses to be tested for Alternate Duty placement or to participate  
22 in their assigned Alternate Duty training program, this shall be deemed a voluntary resignation of  
23 employment.

24 **(l) Summer Assignments:** Employees who worked less than a 12-month schedule at the time of  
25 their work-related accident will not be guaranteed summer employment while participating in  
26 the Alternate Duty Program.

27 **(m) Covered Employees:** This article applies to employees currently enrolled in the Alternate  
28 Duty Program at the date of this Agreement. This article applies to all Alternate Duty employees.

29 **(n) Wages:** Employees selected for Alternate Duty assignments will be paid in accordance with the  
30 appropriate salary schedule, but in no case shall the employee receive less than the amount  
31 received prior to the injury. Employees assigned to positions at a higher pay rate shall be paid at  
32 the rate of the job performed when the employee is fully trained in that position as determined by  
33 management.

34 **(o) Continued Employment:** Following a successful training period, employees who continue  
35 employment in a new assignment and are paid at a rate less than their pre-injury rate shall be  
36 reimbursed for any loss of wages which occurs due to the acceptance of the position in accordance  
37 with the appropriate wage loss procedures as defined by Section 440, Florida Statutes. Following  
38 a successful training period, for those employees with a date of injury occurring prior to January  
39 1, 1994, who continue employment in a new assignment at a rate less than their pre-injury rate  
40 shall be reimbursed for any loss of wages in accordance with the appropriate wage loss procedures  
41 as set forth in Section 440 F.S. Those employees who sustained injuries subsequent to January 1,  
42 1994, are not eligible for such wage loss benefits.

43  
44 **5.09 – VETERAN'S PREFERENCE:** Veteran's Preference shall be granted in accordance with applicable state  
45 and federal laws. Nothing herein shall be construed to expand any Veteran's Preference beyond the limits  
46 of applicable state and federal law.

1 **5.10 – PERSONNEL FILE:**

2

3 **(1) Inspection:** Each employee has the right to have another person accompany them to review their  
4 personnel file, if they so choose. Such review shall be made before or after the employee’s work day or  
5 during duty-free lunch, unless the employee is on leave, in the presence of the person responsible for the  
6 safekeeping of the personnel files. The Board will provide, within five (5) work days, a copy of as much of the  
7 contents of the employee’s personnel file as is requested in writing by the employee. The cost of duplication  
8 of such records shall be paid by the employee.

9

10 **(2) Response:** Each employee has the right to comment in writing concerning any materials in their  
11 personnel record.

12

13 **(3) Copies:** An employee will receive copies of any document referred to in Article 8 and 5.09 within one  
14 (1) business day from when they sign the document.

## ARTICLE 6 – WORKING CONDITIONS

### 6.01 – PHYSICAL FACILITIES:

**(1) Safe and Secure Conditions:** Adequate, clean, safe and sanitary working conditions shall be provided for all employees. No employee shall be required to work in conditions that are not safe or secure or perform tasks which endanger health and safety. The site supervisor or principal shall, in consultation with the Safety & Security Department whenever possible, make an initial determination as to whether an unsafe working condition exists.

**(2) Reporting Unsafe Conditions:** An employee who becomes aware of an unsafe or dangerous working condition shall immediately report the situation to the site administrator. A Safety/Security Deficiency Form shall be provided to employees either in an electronic file or by hardcopy, for reporting purposes and shall be located in an easy to find location on the District website. The supervisor shall investigate the report and initiate whatever corrective action they deem appropriate with consultation and notice given to the Safety & Security Department. If the employee believes that the condition has not been corrected, they may report it to the School or Site Safety/Security Committee in writing on the Safety/Security Deficiency Form. All hard copies of the Safety/Security Deficiency Form shall be directed to the Safety & Security Department and a copy of the report shall be maintained by the site administrator.

**(3) Safety/Security Equipment:** The District will determine proper and necessary safety and security equipment and devices for employees. An employee who fails to use safety or security equipment as directed may be subject to discipline.

**(4) Training:** Specific, job-related training shall be provided to employees at the expense of the Board. Qualified employees will be offered an annual training opportunity based on their job duties, seniority, if relevant, and technological advances in the trade. All training required by the Board will carry in-service points and will be paid at the employee's hourly rate. Employees attending required training outside the employee's regular work schedule will be paid at their regular hourly rate or at the overtime hourly rate. If a senior employee believes they should have been offered training that was offered to a different employee, they may file a grievance to be heard by the supervisor.

**(a) Medically Related Procedure:** Any employee who is required to administer any medically related procedure shall receive training on such procedures. All required training shall be at the discretion and expense of the Board.

**(b) Standardized Assessments:** Any employee who is required to administer and/or proctor any statewide standardized assessment or assessments associated with Florida approved courses shall receive training prior to administering and/or proctoring such assessments.

**(c) Security Specialists:** Security Specialists will receive specific, job related safety and security training beginning in FY16.

**(d) Instructional Support:** The Labor/Management Committee will develop a list of specific, job related training items for instructional support. Instructional support shall receive this training within the first thirty (30) days of their employment.

**(e) Clinic Assistants:** The District commits to continue to improve training for Clinic Assistants.

**(f) Custodians:** The District will provide training on identifying hazardous waste and the steps

1 necessary to report hazardous waste. Emergency phone numbers will be made available to  
2 nighttime custodians and will be included in the Safety Data Sheet (SDS) Manual.

3  
4 **(5) Transportation:**

5 **(a) Safe Driver Plan:** Revisions of the Safe Driver Plan shall be implemented only after consultation  
6 with the Association through the SPALC Labor/Management Committee and memorandums of  
7 understanding. The Safe Driver Plan shall not prohibit any employee from exercising any rights  
8 or privileges provided by law, rule or this Agreement.

9 **(b) Student Discipline:**

10 **(1) Training:** The District will provide training for bus operators/attendants/monitors in  
11 methods of maintaining discipline. The training shall include cultural sensitivity. The  
12 principal or designee shall meet with employees assigned to buses serving the school no  
13 later than three (3) weeks after the start of each school year to review the school's discipline  
14 procedures pertaining to transportation of students. These meetings shall be  
15 coordinated through the Senior Administrator for each Transportation Zone.

16 **(2) Process:** When a transportation employee has exhausted the District bus discipline  
17 procedures and a student still requires the attention of the principal or other school or  
18 District staff, the transportation employee shall so inform the principal or designee, on the  
19 approved referral form. When a transportation employee submits a disciplinary referral,  
20 the principal or designee shall write the action taken on the form and return a copy to the  
21 transportation employee within five (5) work days. If the problem continues, the  
22 transportation employee's supervisor will arrange for a meeting with the principal or  
23 designee, the transportation employee's supervisor and other parties as deemed  
24 appropriate. For Schools with continued problems, the issue will be referred to the  
25 Executive Director of Transportation to find a solution.

26 **(c) Bus Ramps:** Transportation employees and any school-based employee who is required to  
27 perform bus ramp duties must receive bus ramp safety training.

28 **(d) Transportation Facilities:** Every effort will be made to equip transportation compounds,  
29 whether temporary or permanent, with sanitary, water and waste disposal facilities and paper  
30 products. Facilities shall be maintained to ensure proper health and hygiene. If sanitary, water, waste  
31 disposal or paper products are not available at the compound, bus employees will be notified as to  
32 the location of the facilities to be used.

33  
34 **(6) Custodians:**

35 **(a) Safe Environment:** When custodians are required to work outside in darkness or in secluded  
36 areas, the supervisor shall utilize one of the following options to ensure a safe working  
37 environment: provide a communication device, assign another person to work in the same vicinity  
38 during the same time, adjust the employee's work schedule to allow the employee to perform  
39 required duties during daylight hours.

40 **(b) Safety Equipment:** Provide necessary safety equipment, such as appropriate fitting rubber  
41 boots, upon request by school or site supervisor. Necessary safety equipment to be agreed upon  
42 by the SPALC Labor/Management Committee and consistent with Article 3.01(4).

43  
44 **6.02 - PROTECTION OF PERSON:**

45  
46 **(1) Injury:** The Board assures employees of its support when employees have followed the laws and

1 regulations of the State and the policies of the Board in carrying out their responsibility. An employee  
2 involved in injury to themselves, a student or to another employee shall immediately report same to their  
3 supervisor and thereafter make such written reports as necessary to comply with Board policy.

4 **(a) Physical Examination:** Bus operator's physical examinations and dexterity tests required by law  
5 shall be completed prior to bidding. Physical examinations must be performed by physicians  
6 specifically authorized by the District to perform bus driver physicals. Proof of physical must be  
7 carried at all times while operating a school bus. In order for the District to pay for the physical, the  
8 employee must show up for the physical at the scheduled time. Subsequent physicals will be  
9 scheduled during the employee's birth month and in accordance with law. The employee will  
10 schedule the physical and must comply with scheduling requirements or be responsible for paying  
11 the cost of the physical. The parties agree that SPALC will have a representative on the Request for  
12 Proposal (RFP) team related to performing employee physical exams.

13 **(1) Fitness-For-Duty:** Transportation employees must be able to perform all work-related  
14 duties, including licensure and physical requirements, at the time of placing their bus bid.

15 **(b) Student Discipline:** Bus operators will have input in disciplinary decisions regarding the  
16 transportation of students disruptive while on the bus.

17  
18 **(2) Workplace Civility:** Employees shall not engage in speech, conduct, behavior (verbal or nonverbal), or  
19 commit any act of any type which is reasonably interpreted as abusive, profane, intolerant, menacing,  
20 intimidating, threatening, or harassing against any person in the workplace.

21 Bargaining unit employees may address alleged violations of this article through the grievance  
22 procedures as outlined in Article 4 of this agreement. The resolution of a complaint under this article  
23 may result in the involuntary, temporary transfer of an employee or employees pursuant to  
24 Article 5.03(2) of this agreement. Such transfer may become permanent when deemed necessary by the  
25 Superintendent or the Superintendent's designee.

26  
27 **(3) Harassment or Discrimination:** The District is committed to ensuring equity in school programs and  
28 employment practices. The District prohibits harassment and discrimination as provided in Florida Statute  
29 100.05 and School Board Policy. Employees who feel they have been harassed or discriminated against  
30 are encouraged to submit a complaint in accordance with board policy.

31  
32 **(4) Nursing Mothers:** Protections shall be granted to nursing mothers in accordance with applicable state  
33 and federal laws, including Section 7 of the Fair Labor Standards Act. Nursing mothers will be provided with  
34 reasonable break time to express breastmilk for one year after a child's birth. The District will provide a  
35 place, other than a bathroom, that is shielded from view and free from intrusion by co-workers and the  
36 public, which may be used by an employee to express breastmilk. Employees must keep their immediate  
37 supervisor informed of their needs so that appropriate accommodations can be made with minimal  
38 disruption to the employee and the worksite. Nursing mothers who feel they have been denied appropriate  
39 accommodations are encouraged to contact Human Resources. Nothing herein shall be construed to  
40 expand these protections beyond the limits of applicable state and federal law.

41  
42 **(5) Domestic or Sexual Violence:** Protections shall be granted to employees who are victims of domestic  
43 or sexual violence in accordance with Florida Statute 743.313. Employees will be provided with leave in  
44 accordance with Article 12. The District will ensure that related public records exemptions are provided, may  
45 refer reported cases to the appropriate Threat Assessment Team for review, and will allow employees to  
46 request a temporary transfer or reassignment. Employees must keep their immediate supervisor informed

1 of their needs so that appropriate accommodations can be made with minimal disruption to the employee  
2 and the worksite. Employees who feel they have been denied appropriate accommodations are encouraged  
3 to contact Human Resources. Nothing herein shall be construed to expand these protections beyond the  
4 limits of applicable state and federal law.

### 6.03 - PROTECTION OF PERSONAL PROPERTY:

8 **(1) Reimbursement for Theft or Damage:** The District shall reimburse employees for personal property  
9 theft or damage under the following conditions:

10 **(a) District Purpose:** The employee's personal property must be used for District purpose with the  
11 consent of the employee's supervisor.

12 **(b) Timely Report:** An incident report/claim documenting the loss/damage and signed by the  
13 supervisor must be submitted to the Insurance & Benefits Management within one business day of  
14 the incident.

16 **(2) Personal Hand Tools:** The District shall reimburse employees for the replacement cost of hand tools  
17 under the following conditions:

18 **(a) Location:** The hand tools must have been stolen from District-owned property, including  
19 vehicles.

20 **(b) Due Diligence:** The employee must demonstrate they exercised reasonable diligence in the care  
21 and protection of the tools.

22 **(c) Timely Report:** An incident report/claim documenting the loss/damage and signed by the  
23 supervisor must be submitted to the Insurance & Benefits Management within one business day of  
24 the incident.

### 26 **(3) Personal Automobile:**

#### 27 **(a) Theft and Vandalism:**

28 The District shall reimburse employees for theft and vandalism losses to their personal autos  
29 under the following conditions:

30 **(1) Timely Report:** An incident report/claim documenting the loss/damage and  
31 signed by the supervisor must be submitted to the Insurance & Benefits  
32 Management within one business day of the incident.

33 **(2) Police Report:** A police report must be filed documenting theft or vandalism.

34 **(3) Negligence:** Loss must have been the direct result of District negligence.

35 **(4) Reimbursement:** Maximum reimbursement of \$250 toward amount not covered by  
36 employee's personal auto insurance deductible.

37 **(b) Collision:** The District shall reimburse employees for collision losses to their personal autos  
38 under the following conditions:

39 **(1) District Purpose:** The employee was driving their personal auto in the course and scope  
40 of employment with the consent of the employee's supervisor.

41 **(2) Timely Report:** An incident report/claim documenting the loss/damage and signed by  
42 the supervisor must be submitted to the Insurance & Benefits Management within one  
43 business day of the accident.

44 **(3) Reimbursement:** Reimbursement shall be limited to the employee's personal auto  
45 insurance collision deductible.

46 **(4) Fault:** Reimbursement shall be limited to accidents in which the other party is at fault

1 (a citation is issued).

2 **(5) Police Report:** A copy of the law enforcement accident report must be submitted to  
3 the Department of Insurance and Benefits if and when it becomes available.  
4

5 **6.04 – ALCOHOL, TOBACCO, AND DRUG-FREE WORKPLACE:** No employee shall possess, consume  
6 or sell alcoholic beverages or manufacture, distribute, dispense, possess or use, on the job or in the  
7 workplace, any narcotic, drug, amphetamine, barbiturate, marijuana or any other controlled substance, as  
8 defined in the Controlled Substances Act (21 U.S.C. 812), and as further defined by regulations at 21 CFR  
9 1300.11 through 1300.15, or by Florida Statutes, Chapter 893.  
10

11 **(1) Notice of Arrest:** As a condition of employment, each employee shall: abide by the terms of this article,  
12 and; notify the appropriate director, principal or supervisor of any criminal drug statute conviction for a  
13 violation occurring on the premises of the Lee County School Board, at the workplace, or during the  
14 conduct of any official activity related to the Lee County School Board no later than five (5) days after  
15 conviction.  
16

17 **(2) Notice of Conviction:** The District shall take one or more of the following actions, within thirty (30) days  
18 of receiving such notice, with respect to any employee who is so convicted:

19 **(a) Program Participation:** Require the employee to participate satisfactorily in a drug abuse  
20 assistance or rehabilitation program approved for such purposes by a federal, state or local health  
21 officials, law enforcement, or other appropriate agency.

22 **(b) Failure to Participate:** If the employee fails to satisfactorily participate in a drug abuse  
23 assistance or rehabilitation program, the District will recommend non-reappointment, suspension,  
24 or termination of the employee.

25 **(c) Other Personnel Action:** Take other appropriate personnel action, up to and including  
26 termination.  
27

28 **(3) Alcohol, Tobacco, or Drug Testing:** All alcohol, tobacco, or drug testing shall be conducted in  
29 accordance with District policy and procedures.

30 **(a) Mandatory:** Employees in safety-sensitive positions, including those defined by the U.S.  
31 Department of Transportation standards, may be required to submit to alcohol, tobacco, or drug  
32 testing on a random basis.

33 **(b) Reasonable Suspicion:** No employee shall be required to submit to drug or alcohol testing  
34 without reasonable suspicion except as otherwise required by law or this agreement. All drug and  
35 alcohol testing shall be conducted in accordance with District policy and procedures for drug and  
36 alcohol testing.  
37

38 **(4) Exemptions:**

39 **(a) Prescription Drugs:** Possession or use of prescription drugs by an employee for which they  
40 hold the prescription is exempt from this section.

41 **(b) Confiscation:** Employees who perform duties which require the disposition or confiscation of  
42 alcoholic beverages or controlled substances are exempt from this section if performing those  
43 specified duties.  
44

45 **(5) Employee Assistance Program:** Employee assistance will be available through Human Resources and  
46 the Employee Assistance Program (EAP).



1 **(6) Last Chance Agreement:** A first-time Alcohol, Tobacco, and Drug-Free Workplace violation will result  
2 in an offer of a Last Chance Agreement (LCA) to the employee, a letter of reprimand (LOR), and/or  
3 mandatory referral to EAP, except in cases where aggravating factors exist. Aggravating factors may include  
4 any conduct that would be independent grounds for disciplinary action.

6  
7 **6.05 – DRESS CODE:** In order to model appropriate behavior for students, employees are expected to  
8 present themselves in a professional manner at all times, in terms of dress and appearance. Employee dress  
9 and appearance shall not disrupt the educational environment.

10  
11 **(1) Required Uniforms:** If required, uniforms, footwear or a footwear stipend will be provided for  
12 employees. Every employee afforded uniforms including footwear, shall wear their uniform on every assigned  
13 shift or work assignment. School/site spirit or team building theme day uniform substitutions are allowed  
14 with the approval of the school/site main administrator.

15 **(a) Identification Badges:** If required, identification badges will be furnished to employees.

16  
17 **(2) Measurement and Delivery:**

18 **(a) Purchased:** Purchased uniforms for twelve (12) month employees shall be measured by October  
19 for targeted delivery in January. Purchased uniforms for ten (10) month employees shall be ordered  
20 not later than the second week of the new school year and targeted for delivery within ninety  
21 (90) days after the order is placed.

22 **(b) Leased:** Uniforms that are leased shall be provided on an ongoing basis.

23 **(c) Safety Shoes:** Safety shoes will be made available via an on-site mobile shoe fitting company.

24  
25 **(3) Uniform Purchase Eligibility:**

26 **(a) New Hires:** New employees shall be eligible to order uniforms no later than thirty (30) days after  
27 the first day worked. New employees hired in July, August, September will be fitted according to  
28 contract language but will not become eligible again for the annual uniforms/shoes allotments  
29 until the following school year uniform/shoes distribution periods.

30 **(b) Current Employees:** After the first issue of uniforms, employees who are provided purchased  
31 uniforms shall have the opportunity to select approved accessories provided that the basic uniform  
32 is in good condition and that the total price of accessories does not exceed the cost of the uniforms.

33  
34 **(4) Uniform Allowance:** Uniform allowance/allocations for Purchased Uniform employees will be  
35 calculated as follows:

36 **(a) Twelve Month Employees:** Twelve-month employees eligible for purchased uniforms will be  
37 provided five (5) uniforms in the first year of employment and up to five (5) uniforms each  
38 year thereafter. Twelve-month employees eligible for safety shoes will be allocated \$100.00 each  
39 school year for the purchase of approved safety shoes.

40 **(b) Less Than Twelve Month Employees:** Less than twelve-month employees eligible for purchased  
41 uniforms will be provided five (5) uniforms in the first year of employment and up to four (4)  
42 uniforms each year thereafter.

43 **(c) Food Services:** Less than twelve-month Food Service employees eligible for purchased uniforms  
44 will be provided five (5) uniforms in the first year of employment and four (4) uniforms each year  
45 thereafter. Food Service employees will be provided a \$75.00 stipend twice each school year  
46 paid for by Food and Nutrition Services, to be used towards the purchase of  
47 required District approved non-slip/slip resistant shoes.

1 **(5) Uniform Orders:**

2 **(a) Ordering Uniform Tops:** Eligible "Purchased Uniform" employees will be allowed to order the  
3 maximum allowed number of uniform tops allowed according to the employee job status/number  
4 of days worked regardless of any style/size cost differences. Should the employee elect not to order  
5 the maximum number of allowed tops then they will be credited with an amount equal to the  
6 number of tops not ordered multiplied by the lowest priced commonly ordered uniform top of  
7 that major department current bid (major department bids for uniforms purposes are the following  
8 three: Transportation, Food Service and all other support staff).

9 **(b) Ordering Uniform Bottoms:** Eligible "Purchased Uniform" employees will be able to order the  
10 maximum number of uniform bottoms allowed according to the employee job status/number of  
11 days worked regardless of any style/size cost differences. Should the employee elect not to order  
12 the maximum number of allowed bottoms then they will be credited with an amount equal to  
13 the number of bottoms not ordered multiplied by the lowest priced commonly ordered uniform  
14 bottom of that major department current bid (major department bids for uniforms purposes are  
15 the following three: Transportation, Food Service and all other support staff).

16 **(c) Ordering Accessories:** All orders for accessories must be approved by the employee's  
17 immediate supervisor.

18 **(d) Unspent Allowance:** Any unspent uniform top/bottom allocation dollars can be utilized toward  
19 the purchase of additional approved accessories, additional uniform tops or additional uniform  
20 bottoms.

21 **(e) Orders Exceeding Allowance:** Additional uniforms, shoes or accessories items ordered that  
22 exceed the available allowance amount for the eligible employee must be paid for in advance of  
23 order placement.

27  
28 **(6) Uniform Compliance:** A uniform for count compliance purposes is defined as one garment top plus  
29 one garment bottom. An eligible employee may be reimbursed a dollar amount equal to the actual cost  
30 of specified shoes, up to a maximum of one-hundred dollars (\$100) if one of the following criteria is met:

31 **(a)** Vendor cannot provide required size;

32 **(b)** Medically documented reason for specified shoes.

## ARTICLE 7 – WORK SCHEDULE

1 **7.01 - WORK DAY:**  
2

3 **(1) Standard Hours:** It is the mutual interest of the parties to standardize the hours of employees, where  
4 practicable. An appendix will be included that details the following: standard scheduled hours, standard  
5 worked hours, paid or unpaid lunch period, and total paid hours for all support staff positions.

6 **(a) Federal Grant Programs:** Employees assigned to positions as part of a federal grant may have  
7 a work day based on program requirements.

8 **(b) Split Shifts:** If academic programming requires the use of split shifts at a worksite, the parties  
9 agreed to bargain the impact of a split shift; except for Transportation employees and academic  
10 programs or worksites using split shifts prior to July 1, 2012.

11 **(c) Four-Day Work Week:** Standard work days may be adjusted during the summer for the  
12 purpose of allowing a four (4) day work week.

13 **(d) Lunch Periods:** Lunch periods shall be duty-free except as otherwise determined by the  
14 supervisor. Lunch periods for employees who work less than seven (7) hours shall be as indicated  
15 on the chart below and scheduled as near to the middle of the work shift as possible.

16 **(e) Rest Periods:** Rest periods shall be for a maximum of fifteen (15) minutes. Rest periods cannot  
17 be combined or taken back to back. Employees shall be entitled to rest periods as indicated on the  
18 table in Article 7.01(1)(f)). Breaks for a ten (10) hour work day apply to locations with a 4-day  
19 work week during the summer.

20 **(1) Food and Nutrition Services:** Food and Nutrition Services employees who work six (6)  
21 or more hours shall receive two (2) rest periods.

22 **(2) Transportation:** Bus Operators, Bus Attendants, and Bus Monitors are entitled to rest  
23 periods as bus schedules permit.

24 **(f)**

Hours Worked	Rest Period(s)	Lunch Period
Less than 3 hours	0	No
3 hours	1	No
4 hours	1	No
5 hours	1	Yes
6 hours	1	Yes
7 hours	2	Yes
8 hours	2	Yes
10 hours	3	Yes

25  
26 **(g) Mandatory Meetings:** School-based support staff shall meet with school-based administration  
27 at least once per quarter during their work day for a minimum of fifteen (15) minutes. Support staff  
28 meetings shall be for the purpose of improving communication and to provide job specific training.  
29 The SPALC Labor/Management Committee shall review situations where support staff meetings are  
30 a concern.

31  
32 **(2) Non-Standard Hours:**

33 **(a) Summer Hours:** During the summer, employees may work a 4-day work week in departments

1 and sites where manageable. In such departments and locations, work days will be Monday through  
2 Thursday, with the total hours worked to be equivalent to an employee's 5-day work week. Start  
3 and end dates of the 4-day work week period will be agreed upon by the SPALC Labor/Management  
4 Committee.

5 **(b) Holidays and Non-Scheduled Workdays:** Employees required to work on holidays and non-  
6 work days shall be compensated for a minimum of three (3) hours for any such day worked.  
7

8 **(3) Changes in Allocations:**

9 **(a) Notice:** When allocations at any work site require that any employee have a change in hours,  
10 the employee shall be notified of the change five (5) days prior to the effective date of the change,  
11 except for the first fifteen (15) days of the school year.

12 **(b) Seniority:** Employees shall be reduced in hours due to changes in work site allocations in order  
13 of their District seniority, from least seniority to greatest seniority provided the senior employee  
14 has the ability to perform the available work in a satisfactory manner.

15 Employees shall be increased in hours due to changes in work site allocations in descending  
16 District seniority provided the senior employee has the ability to perform the available work in  
17 a satisfactory manner.

18 **(c) Benefits Eligibility:** The School District recognizes that many employees who work less than  
19 six hours per day desire the opportunity to work enough hours to be eligible for health insurance  
20 coverage. Where practical, the School District will strive to assist employees in achieving that goal.

21 **(d) Food Service Employees:** Part-time staff may be hired for Food Service positions for peak work  
22 load times with agreement of SPALC.

23 **(4) Recording Hours:** Each work site will establish an accurate method to document employee work time  
24 and attendance. The supervisor of the work site will notify employees of the method and procedure for  
25 documenting work time and attendance. The District will inform the Association regarding a specific work  
26 site's method and procedure for documenting work time and attendance upon request.  
27

28 **7.02 - WORK WEEK:** The workweek shall consist of not more than forty (40) hours. The workweek  
29 shall be from Saturday 12:01 a.m. to Friday 12:00 midnight.  
30

31 **7.03 - WORK YEAR:**

32  
33 **(1) Staggered Work Year:** The Board reserves the right to stagger the work year of 216-day and  
34 226-day employees. By March 15, the principal at each school site shall post a schedule of work years for  
35 the period of April 16 through April 15 of the next year. Employees may then bid a work year based on  
36 seniority between March 15 and April 15. Thereafter, work years shall be assigned to employees on a first-  
37 come, first-served basis. If an employee fails to request a work year, one shall be assigned by the principal  
38 by April 15. When an employee's staggered work year extends beyond the ending date specified on the  
39 current Board-approved Instructional Personnel Calendar, the employee shall be required to complete the  
40 full 216-day and 226-day schedule of employment prior to September 1.  
41

42 **(2) 255-Day Calendar:** The work schedule for twelve (12) month employees shall be 255 day  
43

44 **7.04 - CHANGES IN SCHEDULE:**  
45

1 **(1) Permanent:** When it is necessary to change the shift schedule of employees in a job classification at a  
2 work site, employees will be given 30 days' notice.

3  
4 **(2) Temporary:** Temporary changes in an employee's shift schedule may occur with agreement of the  
5 employee and the site supervisor.

6 **(a) Overtime, Extra Hours and Call Backs:** Overtime and extra hours work will be distributed  
7 equitably among employees by job classification and organizational unit based on seniority,  
8 availability, and qualifications to perform the required task. Senior employees who may not be  
9 qualified shall be offered training within ninety (90) days if training is available and practical. The  
10 distribution of overtime and extra hours shall not delay or increase the cost of the Board's  
11 operation. Temporary imbalances in the distribution of overtime and extra hours will be  
12 subsequently corrected as more hours become available. When a supervisor does not follow  
13 seniority in the assignment of overtime and extra hours, notification shall be provided to the SPALC  
14 representative. Should no qualified employee agree to overtime or extra hours work, the employer  
15 shall assign overtime or extra hours work in the inverse order of seniority.

16 **(1) Overtime:** All authorized work performed in excess of forty (40) hours in any one week  
17 shall be considered overtime and shall be paid at the overtime rate of one and one-half (1-  
18 1/2) times the employee's regular rate of pay. Sick leave for one day and paid holidays  
19 during the work week shall be counted as time worked for the purpose of computing  
20 overtime.

21 **(2) Extra Hours:** All authorized work performed in excess of the employee's regular  
22 work day or work year shall be paid at the regular rate of pay, unless in conflict with the  
23 applicable supplemental contract. Employees shall receive payment for extra hours worked  
24 according to Article 10.05.

25 **(3) Call Backs:** Employees who are called back to the job after the end of their workdays  
26 shall be compensated at time and one-half for a minimum of two (2) hours. The work  
27 site supervisor shall keep a list of employees willing to work overtime and contact  
28 these individuals first prior to contacting other employees. This section does not apply to  
29 an extended workday.  
30

31 **(3) Emergency Schedule Change:** In the event of an emergency or other unusual circumstance as  
32 determined by the principal or other immediate supervisor, an employee's work schedule may be  
33 temporarily changed. In situations affecting more than one worksite or department or more than  
34 approximately fifty (50) employees, management will notify the Association of the change in schedule.  
35 However, undue hardship on an employee will be dealt with on a case by case basis. The Board agrees to  
36 meet with the Association to discuss make-up days when schools are closed due to an emergency.

37  
38 **(4) Make-Up Due to Suspended Operations or Declared Emergency:** If possible, employees will be  
39 notified prior to the beginning of the work day when it is necessary to close schools as a result of a hurricane  
40 or other declared emergency. Failure to make up missed time during the scheduled work year or use  
41 appropriate leave on make-up days will result in a loss of corresponding wages, with pay to be deducted  
42 from the employee's paycheck for time missed. If an employee terminates employment prior to the end of  
43 the work year, pay will be deducted from their final paycheck. The SPALC Labor/Management Committee  
44 will prepare a schedule for make-up of missed days to be provided to employees as soon as possible  
45 following a return to work. The Board reserves the right to waive make-up time.

46 **(a) 186-Day, 187-Day, 190-Day, 196-Day, 201-Day, and 206-Day Calendar:** For employees who

1 work 187, 190, 196, 201 or 206 days the time may be made up on the days that students are  
2 scheduled to make up school.

3 **(b) 216-Day and 226-Day Calendar:** For employees who work 216 and 226 days, the time may  
4 be made up by extending the contract year by the number of days missed.

5 **(c) 255-Day Calendar:** For employees who work twelve (12) months per year, time may be made  
6 up by extending the length of the work day as determined by the Superintendent.

7  
8 **7.05– HOLIDAYS:** All full-time employees in the unit shall receive the following paid holidays each year:  
9 Independence Day, Labor Day, Thanksgiving (Thursday & Friday), Good Friday, and Memorial Day.  
10 Employees who work twelve (12) months per year shall receive six (6) consecutive work days' winter vacation.  
11 Two of these days shall be Christmas Day and New Year's Day. Employees shall only be paid for holidays  
12 that occur during their work year. Employees who work less than twelve (12) months shall receive the  
13 following paid holidays: Labor Day, Thanksgiving (Thursday & Friday), Presidents' Day, Good Friday and  
14 Memorial Day.

15  
16 **7.06 – VACATION:** This section shall apply to all full-time twelve-month employees in the bargaining  
17 unit.

18  
19 **(1) Accrual:** A member of the unit who is employed on a twelve (12) month basis shall be allowed paid  
20 vacation leave, exclusive of holidays, as follows:

21 **(a) Less than Five Years:** An employee with less than five (5) years of continuous service shall accrue  
22 one (1) day per month (12 days per year)

23 **(b) Five to Nine Years:** An employee with five (5) years or more of continuous service shall accrue  
24 one and one-quarter (1-1/4) days per month (15 days per year)

25 **(c) Ten or More Years:** An employee with ten (10) years or more of continuous service shall accrue  
26 one and one-half (1-1/2) days per month (18 days per year).

27  
28 **(2) Requests:** Vacation will not be granted until it is earned. Each employee who has accrued at least ten  
29 (10) days of vacation shall be allowed to take at least two (2) consecutive weeks of vacation during the  
30 calendar year. Each supervisor shall develop and post a vacation schedule by March 31. Between January 1  
31 and March 10, employees shall submit requests for vacation time to the supervisor. Requests for vacation  
32 will be granted based on seniority. The supervisor may deny specific vacation requests that disrupt the  
33 operation of the school or department. Vacation requests received after March 10 will be considered on  
34 a first-come, first-served basis and should be responded to within 10 business days. Supervisors shall  
35 respond in PeopleSoft with a specific reason for denial if a vacation request is not granted. Previous  
36 approval of vacation requests may be revoked should an emergency arise at the worksite. An appeal of a  
37 revocation of a previously approved vacation request may be made to the Superintendent or  
38 Superintendent's Designee. All requests shall be entered into PeopleSoft by the supervisor or their designee.  
39 If the supervisor chooses, they may request that the employee enter the request into PeopleSoft.

40  
41 **(3) Increments:** Vacation may be granted in increments of thirty (30) minute increments, provided that  
42 the request does not disrupt the operation of the work site. All vacation requests must be submitted to the  
43 supervisor at least 24 hours in advance of the requested vacation time.

44  
45 **(4) Separation:** An employee may accrue a maximum of forty-five (45) work days (360 hours) of annual  
46 leave. Annual leave shall not be granted prior to the time it is earned and shall be used only with the approval

1 of the Superintendent upon the recommendation of the employee’s supervisor. Upon separation from the  
2 Board, an employee shall be paid for accrued annual leave as of the date of separation based on the  
3 employee’s daily rate of pay at the time of separation. In the case of the death of an employee, payment for  
4 accrued annual leave shall be made to the employee’s beneficiary of record, or if none, to their estate.  
5

6 **7.07 – TRANSPORTATION EMPLOYEES:**  
7

8 **(1) Work Day (Bus Operators):**

9 **(a) Standard Work Day:** All regular bus operators will be guaranteed a minimum of seven (7) hours  
10 per day when school is in session. All hours worked beyond 40 hours in the work week will be paid  
11 per Article 7.04(2)(a)(1) of this agreement. The minimum requirements shall not apply to summer  
12 school.

13 **(b) Absence Reporting:** All absences must be reported to the Transportation Department no later  
14 than one (1) hour prior to the scheduled start of the route.

15 **(c) Breaks:**

16 **(1) As Schedule Permits:** Bus Operators may take a morning (a.m.) and afternoon (p.m.)  
17 break as their schedule permits.

18 **(2) Safe Location:** Breaks will be taken at a safe location without deviating from the bus  
19 operator’s scheduled route.

20 **(3) Route Time:** Route time will not be extended to provide for a break.

21 **(d) Time Reporting:** Bus operators will be paid for all time worked within a pay period per Article  
22 10.05. if the employee has accurately reported work time on the prescribed tracking system. Work  
23 time not accurately recorded by the employee on the prescribed tracking system, shall be paid after  
24 the employee has notified the Transportation Department. Upon notification and verification, the  
25 employee will be paid within the next two pay periods.

26 **(e) Pre and Post-Trip Inspection:** The normal workday shall be the bid time, including the ½ hour  
27 for non-route time (pre- and post-trip inspection), up to a maximum of 8 hours. Additional workday  
28 hours shall include approved hours on the Route Time & Mileage (RTM) report.

29 **(1) Excess Time:** Any operator whose approved route exceeds six and one-half (6-1/2)  
30 hours per day will be paid for excess time to the nearest quarter hour at their regular hourly  
31 rate.

32 **(2) Non-Route Time:** The one-half (1/2) hour daily non-route time shall be used by  
33 operators for activities needed to perform their normal duties. Duties include, but are not  
34 limited to fueling and cleaning of bus, completion of surveys and other paper work and  
35 conducting pre- trip/post trip inspections.

36 **(f) Mandatory Meetings or Training Sessions:** Operators who do not have adequate additional  
37 duty hours to cover mandatory meetings or training sessions will be reimbursed at their regular  
38 hourly rate.

39 **(g) Standard Work Day Exemption:** Operators who prefer to work fewer than thirty-five (35) hours  
40 per week may be exempt from the minimum day by submitting a written request to the  
41 Transportation Department by the first day of preschool or upon initial employment. Exemptions  
42 are subject to approval by the appropriate Assistant Director and shall remain in effect during the  
43 school year unless otherwise approved. Operators who are exempt from the minimum day shall not  
44 be eligible for field trip assignments and shall be paid for actual route time and an additional one-  
45 half (1/2) hour per work day non-route time. No extra duties or standby time will be assigned to  
46 these routes.

1           **(h) Pilot Program:** Beginning with the FY14 (2013-2014 school year) and continuing for the  
2 duration of this agreement, the District will implement a pilot program for up to 40 bus operators  
3 who will be exempt from the seven (7) hour requirement contained in Article 10.04 (4)(a) of this  
4 agreement. This pilot program will be reviewed by the SPALC Labor/Management Committee prior  
5 to its continuation in subsequent years. This pilot will be implemented primarily for activity-related  
6 runs and will be bid by zone. Bus operators employed pursuant to this article, are not eligible to be  
7 added to the field trip list.  
8

9           **(2) Work Day (Bus Attendants and Bus Monitors):**

10           **(a) Standard Work Day:** All regular bus attendants and monitors will be guaranteed a minimum of  
11 six (6) hours per day when school is in session. All hours worked beyond 40 hours in the work week  
12 will be paid per Article 7.04(2)(a)(1) of this agreement. The minimum requirements shall not apply  
13 to summer school.

14           **(b) Absence Reporting:** All absences must be reported to the Transportation Department no later  
15 than one (1) hour prior to scheduled start of the route.

16           **(c) Breaks:**

17                   **(1) As Schedule Permits:** Bus attendants and bus monitors may take a morning (a.m.) and  
18 afternoon (p.m.) break as their schedule permits.

19                   **(2) Safe Location:** Breaks will be taken at a safe location without deviating from the  
20 scheduled route.

21                   **(3) Route Time:** Route time will not be extended to provide for a break.

22           **(d) Time Reporting:** Bus attendants and bus monitors will be paid for all time worked within a pay  
23 period per Article 10.05 if the employee has accurately reported work time on the prescribed  
24 tracking system. Work time not accurately recorded by the employee on the prescribed tracking  
25 system, shall be paid after the employee has notified the Transportation Department. Upon  
26 notification and verification, the employee will be paid within the next two pay periods.

27           **(e) Mandatory Meetings or Training Sessions:** Bus attendants and bus monitors who are required  
28 to attend area training meetings will be paid their regular hourly rate for time in attendance at such  
29 meetings.

30           **(f) Additional Hours:** The normal workday shall be the bid time, up to a maximum of 8 hours.  
31 Additional workday hours shall include approved hours on the Route Time & Mileage (RTM) report.



## ARTICLE 8 – PERFORMANCE EVALUATION

1 **8.01 – NOTICE:** Each employee will receive a performance assessment, in electronic form, of their work  
2 at least once during each contract year. The parties agree that the Association will have input into the  
3 development of the assessment forms.  
4

### 5 **8.02 – PROCEDURE:**

6  
7 **(1) Supervisor Meeting:** Each employee’s performance assessment shall be discussed with them by the  
8 supervisor. All discussion of a performance assessment by a supervisor shall be conducted in private.  
9

10 **(2) Employee Acknowledgement:** After discussion of the performance assessment, the employee shall  
11 acknowledge the performance assessment, indicating that they have been shown the report and that it has  
12 been discussed with them by the assessor.  
13

14 **(3) Supporting Documentation:** If an evaluation includes an “Inconsistent” or “Unsatisfactory” rating or a  
15 derogatory comment regarding performance, the supervisor must provide proof that the employee has  
16 been counseled prior to the evaluation in the area receiving the “Inconsistent” or “Unsatisfactory” rating or  
17 has been counseled in the same performance area of the derogatory comment.  
18

19 **(4) Employee Comment:** If the employee disagrees with their performance assessment, they may submit a  
20 statement in electronic form which shall, upon request of the employee, be attached to the Board’s copy.  
21

22 **(5) Final Rating:** Each employee shall be given a copy of their performance assessment within ten (10)  
23 calendar days after completion; but not later than April 1. Additional performance assessments  
24 completed after April 1 will be given to each employee within ten (10) calendar days after completion.  
25

26 **(6) Supervisor Acknowledgment:** No employee in the unit shall complete or acknowledge the  
27 performance assessment of other employees. Only a supervisor shall complete a performance assessment  
28 for an employee.  
29

30 **8.05 – REWRITE:** The SPALC Labor/Management Committee will execute a Memorandum of Understanding  
31 (MOU) in FY25 (2024-2025 school year) that includes a clear and concise re-write of Article 8 (Performance  
Evaluation) to be effective July 1, 2024 for FY25 (2024-2025 school year).

## ARTICLE 9 – DISCIPLINARY PROCEDURE

1 **9.01 – PROCEDURE:** All employee investigations shall be conducted in a fair and objective manner.  
2 Materials and information regarding the investigation shall be relevant to the investigation and reasonable  
3 in scope. Such material and information shall remain confidential until the conclusion of the investigation  
4 and appropriate notice is provided to the employee that is the subject of the investigation.  
5

6 **(1) Site-Based Investigation:** Allegations of employee misconduct or unsatisfactory job performance shall  
7 be reviewed by the site based or school-based administrator. During the investigation, the District may  
8 temporarily reassign the employee. The employee shall be provided an opportunity to be heard regarding  
9 all allegations at a meeting with the site-based or school-based administrator.  
10

11 **(2) District-Based Investigation:** Professional Standards may initiate an investigation at the request of the  
12 site-based or school-based administrator or Superintendent in response to allegations of employee  
13 misconduct or unsatisfactory job performance that may result in suspension without pay or termination of  
14 employment. During the investigation the District may temporarily reassign the employee.  
15

16 **(3) Administrative Reassignment or Suspension:** In accordance with Florida Statute 1012.796, if an  
17 allegation of misconduct involves the health, safety, or welfare of a student, the District must immediately  
18 suspend the employee, with pay, from regularly assigned duties and reassign the employee to a position  
19 that does not require direct contact with students. An employee may be suspended with pay or reassigned  
20 pending the outcome of an investigation for allegations not involving the health, safety, or welfare of a  
21 student. Suspension with pay or reassignment pending the outcome of an investigation shall continue until  
22 an outcome has been rendered by the District and shall not be subject to the grievance procedure.  
23

24 **(4) Right to Representation:** If an employee has a reasonable belief that discipline or adverse  
25 consequences may result from a meeting with management, the employee has the right to request  
26 representation of their choice from the following: the employee's attorney, a union representative, or a co-  
27 worker that is a member of the bargaining unit. Notice of representation by an attorney or union  
28 representative must be provided in writing. Management is not required to inform an employee of their  
29 Weingarten rights. It is the employee's responsibility to know their rights and to request representation, if  
30 they desire representation.  
31

32 **(5) Pre-Determination Hearing:** Employees will be given at least five (5) days written notice, whenever  
33 possible, of a pre-determination hearing. Employees shall have the right to representation and the  
34 employee may present relevant information in their defense. Allegations will be reviewed at the pre-  
35 determination hearing and the employee will be provided an opportunity to respond. After all information  
36 has been considered, a disciplinary outcome will be rendered. The Association shall have the right to attend  
37 all District-based pre-determination hearings.  
38

39 **(6) Progressive Discipline:** Disciplinary action shall be progressive in nature, when appropriate, and may  
40 include, but is not limited to: no cause, conference summary, written reprimand, last chance agreement,  
41 suspension, termination, reassignment, retraining, or other assistance.  
42

1 **(7) Probationary Period:** A new period of probation shall not be used as a form of disciplinary action for  
2 an employee who has previously completed their probationary period.

3  
4 **(8) Use of Technology:** Email, audio and video recordings, cell phones, and other forms of technology are  
5 common in the workplace and may be used in the course of an investigation. The initial review of security  
6 camera footage or other technology for the purpose of monitoring employee performance shall be  
7 conducted by the site-based or school-based administrator and shall remain confidential during the  
8 pendency of an investigation. All records will be provided to the Association as soon as technologically  
9 feasible and in accordance with Florida Statute. If security camera footage is evidence in an investigation of  
10 employee misconduct, the Association will have the opportunity to inspect it prior to and/or during a pre-  
11 determination hearing. Disciplinary action will be based upon a totality of circumstances rather than solely  
12 upon use of technology.

13  
14 **9.02 – OUTCOME:** Any disciplinary action taken while performing duties under regularly assigned duties or  
15 supplemental contract shall be only for just cause, as defined in Florida Statute 1012.33. Employees with  
16 Annual Contract status who are recommended for non-reappointment are not entitled to an appeal.

17  
18 **(1) No Finding:** If an investigation results in no finding of just cause, written documentation of no finding  
19 will be placed in the investigative file and a copy will be provided to the employee. No finding of just cause  
20 is a non-disciplinary outcome and shall not be placed in the employee’s personnel file.

21  
22 **(2) Letter of Guidance:** If an investigation results in no finding of just cause, a Letter of Guidance may be  
23 issued and will be placed in the investigative file and a copy will be provided to the employee. A Letter of  
24 Guidance is a non-disciplinary outcome that may be issued to address allegations of potential misconduct  
25 that are unsubstantiated but could negatively impact an employee’s professional standing. A Letter of  
26 Guidance offers advice to the employee on conduct to moderate or monitor in order to ensure the  
27 employee meets the high ethical standards of public employment. A Letter of Guidance shall not be placed  
28 in the employee’s personnel file.

29  
30 **(3) Administrative Notes:** Administrative Notes are any documentation of a meeting that may result in  
31 disciplinary action, including but not limited to an administrator’s notes regarding a verbal warning.

32  
33 **(4) Conference Summary:** A Conference Summary is site-based or school-based disciplinary  
34 documentation. Any Conference Summary shall be provided to the employee and shall be signed by the  
35 employee for the sole purpose of indicating that the employee has received a copy and has had an  
36 opportunity to discuss it with their immediate supervisor. If the employee refuses to sign, the Conference  
37 Summary will be provided to the employee, indicating that the employee refused to sign. Employees have  
38 the opportunity to submit a written response, which will be attached to the Conference Summary.

39  
40 **(5) Written Reprimand:** A Written Reprimand is disciplinary documentation that is placed in an employee’s  
41 personnel file. Any Written Reprimand shall be provided to the employee and shall be signed by the  
42 employee for the sole purpose of indicating that the employee has received a copy and has had an  
43 opportunity to discuss it with their immediate supervisor. If the employee refuses to sign, the Written  
44 Reprimand will be provided to the employee and a copy will be placed in the employee’s personnel file  
45 indicating that the employee refused to sign. Employees have the opportunity to submit a written response,  
46 which will be placed in the employee’s personnel file.

1    **(6) Last Chance Agreement:** Last Chance Agreements shall be specific in nature and when appropriate a  
2 duration will be specified.

3  
4    **(7) Suspension:** The process for suspension without pay shall be governed by School Board Policy.  
5 Suspensions shall be subject to grievance procedure.

6  
7    **(8) Termination:** The process for termination shall be governed by School Board Policy. Employees will  
8 receive written notice of a recommendation for termination, which will include the reason for the  
9 recommendation. Employees shall be entitled to a hearing before the Board.

## ARTICLE 10 – COMPENSATION

1 **10.01 – EXPERIENCE CREDIT:** Previous work experience shall be verified as equivalent to the employee’s  
2 position pursuant to Board policy. Experience credit will be granted upon verification and will be retroactive  
3 to the initial hire date or the beginning of the fiscal year it was submitted if submitted during a fiscal year  
4 after the fiscal year of the initial hire date. Current employees with less than the maximum step allowed for  
5 an entry level position due to a change in the standard in allowable experience credit shall receive the  
6 experience credit allowed under the standard upon verification. The SPALC Labor/Management Committee  
7 will provide input into the standards on an annual basis. The SPALC Labor/Management Committee may  
8 call for subsequent review of an area if a problem occurs.  
9

### 10 **(1) New Hire:**

11 **(a) Market Rate:** Experience credit does not apply to positions on the Market Rate Salary Schedule.

12 **(b) Grade Step:** The first step of each pay grade shall be considered the hiring rate for employees.  
13 However, such employees shall be given one additional step for each year of experience, upon  
14 verification, up to a maximum of three years.  
15

16 **(2) Change in Position:** When an employee changes to a different job classification, the employee is eligible  
17 to receive an additional verified work experience credit up to the maximum level credit (Pay Step 4) allowed  
18 for initial employment.

19 **(a) Grade/Step to Market Rate:** Employees on the Grade/Step Salary Schedule who are hired into  
20 positions on the Market Rate Salary Schedule will be paid at the Market Rate, as established by the  
21 Market Rate Salary Schedule.

22 **(b) Market Rate to Grade/Step:** Employees on the Market Rate Salary Schedule who are hired into  
23 positions on the Grade/Step Salary Schedule will be paid based upon verified work experience or  
24 their last step on record with the District, whichever is greater.

25 **(c) Market Rate to Market Rate:** Employees on the Market Rate Salary Schedule who are hired  
26 into a different position on the Market Rate Salary Schedule will be paid at the Market Rate, as  
27 established by the Market Rate Salary Schedule.

28 **(d) Grade/Step to Grade/Step:** Employees on the Grade/Step Salary Schedule that are hired into  
29 a different position on the Grade/Step Salary Schedule will be paid at their last step on record with  
30 the District.

31 **(e) Hold Harmless:** The District will review all situations where a change in position may have  
32 resulted in an employee receiving less than the amount established by the Temporary  
33 Reassignment Matrix described in Article 10.04(3). If an employee changes position from the  
34 Grade/Step Salary Schedule to the Market Rate Salary Schedule or if their position is reclassified  
35 resulting in a decrease in regular rate of pay (hourly rate), the District will work to hold the employee  
36 harmless and will provide the SPALC Labor/Management Committee with an update on the  
37 disposition of all such instances.  
38

39 **(3) Return to Rate of Pay:** If an employee terminates their employment and is rehired by the District within  
40 one year from the date of termination, they may be eligible for a return to rate of pay.

### 41 **(a) Market Rate Salary Schedule**

42 **(1) Same Position:** If an employee terminates their employment and is rehired by the  
43 District into the same position within one year from the date of termination and the

1 position is on the Market Rate Salary Schedule, the employee will be paid their base rate  
2 (hourly rate) at the time of termination or the Market Rate, whichever is greater.

3 **(2) Different Position:** If an employee terminates their employment and is rehired by the  
4 District into a different position within one calendar year from the date of termination and  
5 the position is on the Market Rate Salary Schedule, the employee will be paid the Market  
6 Rate.

7 **(b) Grade/Step Salary Schedule:** If an employee terminates their employment and is rehired by  
8 the District into a position on the Grade/Step Salary Schedule, the employee will be paid based  
9 upon verified work experience or their last step on record with the District, whichever is greater.

10  
11 **10.02 – SALARY SCHEDULES:** All positions that are part of the bargaining unit will be included in a SPALC  
12 Salary Schedule appendix, with a distinction to be made between positions on the Grade/Step Salary  
13 Schedule and the Market Rate Salary Schedule.

14  
15 **(1) Differential Pay:**

16 **(a) SAC Chairman Supplement:** An employee who is elected as Chairman of the School Advisory  
17 Committee (SAC) at their school shall be paid an additional amount of \$525.00.

18 **(b) ESE Instructional Support Supplement:** Employees working in ESE job codes will receive an  
19 additional \$1,000.00 per year to address the need to provide students assistance with self-care.

20  
21 **(2) Controlling Document:** Employees shall be paid in accordance with the salary schedule. In the event  
22 of a discrepancy between the salary schedule and this Agreement, the articles of this Agreement shall  
23 prevail.

24  
25 **(3) Reclassifications:**

26 **(a) Grade/Step:** Employees in job classifications that move down in Pay Grade will retain their Pay  
27 Grade at the time of the change.

28 **(b) Market Rate:** Employees in job classifications that move down in Market Rate will retain their  
29 rate of pay (hourly rate) at the time of the change.

30 **(c) Effective Date:** Positions reviewed and recommended for reclassification shall receive  
31 compensation effective from the date of Board Approval of the reclassification. Such pay shall not  
32 be retroactive.

33  
34 **(4) Promotions:** No employee shall be deprived of their seniority as a condition for promotion or as the  
35 result of a demotion.

36  
37 **10.03 – INCENTIVE AND BONUS PROGRAMS:** The District, with input from the SPALC Labor/Management  
38 Committee, will develop and implement a system for awarding all incentive and bonus programs that is in  
39 compliance with applicable laws. Availability of funding may impact the continuation of incentive and bonus  
40 programs.

41  
42 **(1) District Incentive and Bonus Programs**

43 **(a) ActiveLee Employee Wellness:** ActiveLee seeks to provide a healthy work environment and  
44 enhance the quality of life for all District employees. ActiveLee provides engaging health programs,  
45 support resources, exercise classes, and wellness coaching to empower District employees to make  
46 healthier lifestyle choices. Incentives for District employees will be determined annually by the  
47 District.

1 **(b) Longevity Pay:** In order to acknowledge the dedicated service of District employees, longevity  
2 supplement amounts will be paid as follows:  
3

Years (L)	Amount
10-14	\$625.00
15-19	\$1,250.00
20-24	\$2,500.00
25-29	\$5,000.00
30 or More	\$6,250.00

4 The longevity supplement will be distributed among all pay periods throughout the year.

5 **(c) Safe Driving Award**

6 **(1) Eligibility:** An employee shall be eligible for a safe driving award provided that the  
7 employee:  
8

9 **(a) Driving Time:** works in a position in which one-half (1/2) the employee's time  
10 is devoted to the operation of a motor vehicle;

11 **(b) Employment Status:** is employed and in good standing for a period of at least  
12 one (1) work day more than half the school year.

13 **(c) Preventable Accidents:** has not had a preventable accident as determined by  
14 the Safe Driver Plan or received a citation from a law enforcement officer for the  
15 moving traffic violation.

16 **(2) Amount:** The annual amount of the safe driver award will increase with each  
17 consecutive year the driver maintains a safe record as follows:  
18

Consecutive Years	Amount
1 <sup>st</sup> year	\$100.00
2 <sup>nd</sup> year	\$150.00
3 <sup>rd</sup> year	\$200.00
4 <sup>th</sup> year	\$250.00
5 <sup>th</sup> year	\$300.00

19 The safe driving years must be consecutive for the driver to be eligible to move to the next  
20 level. The cash award will be mailed to the employee not later than August 30 following  
21 the fiscal year in which the award is earned.  
22

23 **(d) Professional Development:**

24 **(1) Tuition Waiver/Reimbursement:** Tuition shall be waived for employees who enroll in  
25 a supplemental vocational program. A supplemental vocational program is one that  
26 provides occupational training to maintain or upgrade employee's skills and/or enables the  
27 employee to reenter an occupation, including house maker. Tuition shall also be waived for  
28 employees who enroll in Adult and Community Education courses. The District shall  
29 reimburse tuition for courses previously offered by the District through the Technical  
30 Colleges. Reimbursement is subject to successful completion of the course by the  
31 employee. The course must also be District work related. The employee must consult with  
32 their supervisor prior to taking a course for which they will seek reimbursement.

1           **(2) Trade Certification:** Trades employees who have a current license as a journeyman or  
2 who can provide written evidence of completion of comprehensive trade-related  
3 certification or degree program in the related area of their employment will receive a  
4 \$300.00 supplement annually. This supplement will be paid to the employee on the next  
5 scheduled pay date following written notification from the department director to the  
6 SPALC Labor/Management Committee. Interested employees are required to seek prior  
7 approval of their eligibility for participation by submitting an application to the Principal or  
8 Director. Applications will be available upon request. Employees are not eligible to receive  
9 the Trade Certification Supplement and Training Incentive for the same activity.

10           **(3) Training:** As an incentive for employees to improve their proficiency on the job, or  
11 upgrade and enhance their skills and therefore, their employment opportunities with the  
12 District, a \$125.00 stipend will be offered for personnel who have earned twenty-four (24)  
13 hours over a two (2) year period through participation in a job-related community college  
14 course, Staff Development course or Adult and Community Education course. The course  
15 must be taken on the employee's personal (non-work) time. Three stipends per employee  
16 may be awarded per school year. Stipend(s) will be paid at the successful completion of  
17 each 24 hours of training and submission of the "SPALC, Confidential, and  
18 Supervisory/Technical Training Incentive Application". Interested employees are required  
19 to seek verification of eligibility for training incentives by submitting an application to the  
20 Principal or Director indicating the course requested and justification of relevance to the  
21 employee's position prior to enrolling in the course. Applications will be available at each  
22 work site and through the Curriculum and Staff Development Department. Employees are  
23 not eligible to receive the Trade Certification Supplement and the Training Incentive for the  
24 same activity.

## 25 26 **(2) State Incentive and Bonus Programs**

27           **(a) Qualifying Adoptive Employee:** Funds associated with this program are to be distributed in  
28 accordance with Florida Statute 409.1664.

29           **(1) Child With Special Needs:** A qualifying adoptive employee who adopts a child within  
30 the Florida child welfare system who has special needs is eligible to receive a lump sum  
31 monetary benefit in the amount of \$10,000.00 per child, subject to applicable taxes.

32           **(2) Child Without Special Needs:** A qualifying adoptive employee who adopts a child  
33 within the Florida child welfare system who does not have special needs is eligible to receive  
34 a lump-sum monetary benefit in the amount of \$5,000.00 per child, subject to applicable  
35 taxes.

36           **(3) Disclaimer:** Nothing herein shall be construed to expand the Qualifying Adoptive  
37 Employee Program beyond the limits of applicable state and federal law.

## 38 39 **10.04 – NON-STANDARD RATE OF PAY**

40  
41           **(1) Suspended Operations or Declared Emergency:** During periods designated by the Superintendent as  
42 a Declared Emergency or Suspended Operations, employees shall be compensated as follows:

43           **(a) Suspended Operations:** If District operations are suspended, employees in regular full-time or  
44 part-time positions will be paid for a regular day. Failure to make up missed time, for which the



1 employee was previously paid, during the scheduled work year or use appropriate leave on make-  
2 up days will result in a loss of corresponding wages, with pay to be deducted from the employee's  
3 paycheck for time missed. If an employee terminates employment prior to the end of the work year,  
4 pay will be deducted from their final paycheck.

5 **(b) Declared Emergency:** Employees required to work during a Declared Emergency will receive a  
6 one-time bonus by the end of the regularly scheduled work year equal to their base rate of pay  
7 (hourly rate) times the number of hours worked during the Declared Emergency. Declared  
8 Emergency status will be in effect until the Superintendent returns operations to normal status.  
9 Overtime will be paid in accordance with the Fair Labor Standards Act (FLSA).

10  
11 **(2) Asbestos Control Team:** Employees who are members of the Asbestos Control Team shall be paid an  
12 additional \$5.21 per hour for time spent working in the asbestos abatement area dressed in complete  
13 protective gear.

14  
15 **(3) Temporary Reassignment:** For Temporary Reassignment, in accordance with Article 5.05(2), employees  
16 will be paid according to the appropriate Temporary Reassignment Matrix.

17  
18 **(4) Transportation Employees:**

19 **(a) Field Trips:**

20 **(1) Reimbursement for Expenses:** For all out-of-county field trips of one day or less, and  
21 for all overnight trips when lodging is provided by the school or group, employees will be  
22 reimbursed for meals as provided by School Board Policy. For all out-of-county overnight  
23 trips when lodging is not provided by the school or group, the employee may file a travel  
24 expense report for reimbursement as provided by School Board policy. Reimbursement will  
25 be based on the time from which the operator begins the trip to the time when the operator  
26 parks the bus at the end of the trip. Requests for reimbursement shall be processed and  
27 paid within thirty (30) days following the submission of required paperwork. The prescribed  
28 reimbursement rate for meals when on trips shall be as provided to the employee.

29 **(2) Field Trips:** For all trips which cannot be accomplished during the minimum day except  
30 overnight trips, employees will be paid at their regular hourly rate. Field trips which occur  
31 between July 1 and the first student school day of the new school year will be paid at the  
32 employee's regular hourly rate for the preceding school year. Employees will receive  
33 retroactive pay (when negotiated) for field trips occurring after the date of the opening of  
34 school. The number of hours to be paid for a field trip will be calculated from the time from  
35 which the employee begins the trip to the time when the employee parks the bus at the  
36 end of the trip.

37 **(3) Overnight Field Trips:** Compensation for all out-of-county overnight field trips shall  
38 be paid at the regular hourly rate, up to a minimum of twelve (12) hours pay for each  
39 calendar day the employee is away. Should the employee work more than twelve (12) hours,  
40 a log shall be kept and the employee will be paid for the hours recorded on the log.

41 **(4) Field Trip Cancellation:** When a field trip is canceled, and notification is not given to  
42 the employee until the actual day of the trip, the employee shall receive two (2) hours pay  
43 or actual time worked, whichever is greater, based on the regular hourly rate. Field Trip  
44 cancellations shall not count as a trip taken.

45 **(b) Bus Preparation/Clean Up:** Operators shall be paid one (1) additional hour per field trip for  
46 bus preparation and cleaning for out-of-county trips.

1 **10.05 – PAY DELIVERY**  
2

3 **(1) Pay Delivery System:** The District utilizes a payment in arrears system for employee payroll.

4 **(a) Standard Pay Period:** Employees will receive paychecks semi-monthly in an amount equal to  
5 their annual rate divided by twenty-four (24) pay periods. Employees may receive a pro-rated non-  
6 standard pay period amount, not to exceed the amount paid for a standard pay period.

7 **(1) Bus Operators, Bus Attendants, and Bus Monitors:** Bus Operators, Bus Attendants,  
8 and Bus Monitors shall be paid for actual hours worked each pay period for twenty (20)  
9 pay periods. The pay delivery schedule shall be determined by agreement of the parties in  
10 the Transportation Labor/Management Committee. Each paycheck will represent actual  
11 hours worked documented prior to the cut-off of the previous pay period.

12 **(b) Summer School:** Employees working summer school shall be paid according to the salary  
13 schedule in effect at the beginning of the summer school program and shall be paid consistent with  
14 the payment in arrears system for employee payroll.

15 **(c) Payroll Dates:** Paychecks will be issued on the fifteenth and last day of the month. If that day  
16 falls on a weekend or holiday, then paychecks will be issued on the business day prior to the  
17 weekend or holiday.

18  
19 **(2) Payment Method:** All employees shall be paid by direct deposit or District provided pay card.  
20

21 **(3) Paycheck Adjustments:** Employees and their immediate supervisor will be notified of a need for  
22 paycheck adjustments. Arrangements for handling paycheck adjustments will be made directly with the  
23 employee. Every effort will be made to resolve paycheck adjustments within the calendar year to ensure  
24 accurate reporting of wages for tax purposes.

25 **(a) Leave Reporting:** Leave shall be reported in the same pay period in which an absence occurs.  
26 Late submission of leave may result in an adjustment of pay.  
27

28 **(4) Confidentiality:** Information related to pay is sensitive in nature and shall be treated in accordance with  
29 Florida Statute, Chapter 119.  
30

31 **(5) Overtime:** Overtime shall be reported in the same pay period in which it occurs. Overtime shall be paid  
32 no later than the pay period after the hours were worked, provided there are at least eight (8) days between  
33 the hours worked and the next pay period. Employees working in two or more positions with different  
34 hourly rates will be paid overtime as required by the Fair Labor Standards Act (FLSA) and Board Policy.  
36

37 **10.06 – CHANGES IN COMPENSATION:** Effective July 1, 2023, support staff employed by the District will  
38 be eligible for increases as follows:  
39

40 **(1) Regular Rate of Pay (Hourly Rate) Increase:** All eligible employees will receive an increase in base rate  
41 of pay (hourly rate) of eight (8) percent, effective July 1, 2023. Eligible employees are employed at the date  
42 of the ratification and the date of the payment.

43 **(2) Market Rate Salary Schedule:** Funding was not available to support moving positions to the Market  
44 Rate in FY23 (2023-2024 school year). The SPALC Labor/Management Committee will make  
45 recommendations each year for positions to be moved to the Market Rate Salary Schedule and will  
46 consider need and availability of funding.

## ARTICLE 11 –BENEFITS

1 **11.01– BOARD PROVIDED BENEFITS:** The Board will provide major medical insurance through the  
2 District’s medical plan and group term life insurance for all eligible employees. Effective April 1, 2015,  
3 the Board will provide major medical insurance through a program offered by Aetna Inc. (Aetna).  
4

5 **(1) Eligibility:** Employees who are regularly scheduled to work thirty (30) or more hours per work week are  
6 eligible for Board provided major medical insurance and group term life insurance as described in this  
7 article; except that, employees who were employed with the Board as of March 12, 1996, and who were, at  
8 that date, and continue to be, regularly scheduled to work twenty (20) or more hours per work week, shall  
9 continue to be eligible for Board provided major medical insurance and group term life insurance as  
10 described in this article.  
11

12 **11.02 – FLEX CREDITS:** Effective April 1, 2023, the Board shall contribute \$9,213.60 into the  
13 Flex Credits for each employee who is enrolled in Board-Provided Benefits and an additional \$4,000.00 for each  
14 Employee who elects to enroll in spouse or dependent coverage.  
15

16 **(1) Application:** Flex Credits are to be applied by employees toward the purchase of their own major  
17 medical insurance, dependent medical insurance, dental insurance, vision insurance, critical illness insurance,  
18 accident insurance, and/or cancer insurance.  
19

20 **(2) HSA Plan:** For employees who elect an HSA plan, any Flex Credits in excess of the employee only medical  
21 plan premium will be deposited into the employee’s HSA account with the District’s HSA vendor and will  
22 not be applied to dependent medical insurance, dental insurance, vision insurance, critical illness  
23 insurance, accident insurance, and/or cancer insurance.  
24

25 **(3) Total Contribution:** The total Board contribution for the benefits listed above shall not exceed the Flex  
26 Credits amount. Regardless of the benefits elected, the employee shall not receive cash from the Flex  
27 Credits.  
28

29 **11.03 – FLEXIBLE BENEFITS PLAN:** The School District of Lee County shall offer its employees an  
30 IRS Section 125 qualified Flexible Benefits Plan (Flex Plan). Voluntary benefits included in the Flex Plan may  
31 be purchased pre-tax through payroll deduction or with Flex Credits.  
32

33 **(1) Enrollment:** Enrollment in the Flex Plan is automatic. New employees eligible for benefits have the  
34 option to waive participation in the Flex Plan within the first thirty (30) days of employment. Regular  
35 employees eligible for benefits are allowed to change their Flex Plan status during the annual enrollment  
36 period or within sixty (60) days following a qualified family status change. Enrollment in any individual  
37 benefit included in the Flex Plan remains binding until the employee changes their benefit election. Such  
38 changes may only be made during the Open Enrollment period for the benefit or within thirty (30) days  
39 (to add a benefit) or within sixty (60) days (to drop a benefit) following a qualified family status change, and  
40 must be made on the appropriate enrollment change form. Changes made during the Open Enrollment  
41 period will become effective the first day of the new benefit plan year. The District will make every effort  
42 to ensure employees receive electronic confirmation of their open enrollment selection prior to the first  
43 payroll deduction of the plan year.

1 **(2) Flexible Spending Accounts:** All eligible employees may participate in optional medical and/or  
2 dependent care Flexible Spending Accounts, which allow those employees to pay for qualified medical and  
3 dependent care expenses with pre-tax payroll deductions. Flex Credits may not be directed to Flexible  
4 Spending Accounts.  
5

6 **11.04 – MAJOR MEDICAL INSURANCE:** The Board will provide major medical insurance through the  
7 District’s medical plan to each eligible employee. Effective April 1, 2019, the Board will provide major  
8 medical insurance through four (4) Aetna self-insured medical plans: Plan 3769, Plan 5773, Plan 7419, and  
9 High Deductible Health Plan (HDHP). Such coverage shall become effective the first of the month following  
10 a forty-five (45) day waiting period from the date of employment. The date of employment shall be included  
11 as one of the forty-five (45) days.  
12

13 **11.05 – OPTION TO DECLINE BENEFITS:** Employees who can verify evidence of medical insurance  
14 coverage shall be allowed to decline coverage under the School District's medical plan. Employees shall  
15 receive \$25.00 per paycheck (24 pay periods) or \$30.00 per paycheck (20 pay periods) of Flex Credits to  
16 spend on voluntary benefits (dental, vision, and/or cancer).  
17

18 **11.06 – LIFE INSURANCE:** The Board will provide twenty thousand dollars (\$20,000.00) of group term life  
19 insurance for each eligible employee, with an additional twenty thousand dollars (\$20,000.00) accidental  
20 death and dismemberment (AD&D) insurance. Coverage shall begin on the first of the month following a  
21 forty-five (45) day waiting period from date of employment. The date of employment shall be included as  
22 one of the forty-five (45) days.  
23

24 **11.07 - VOLUNTARY BENEFITS:** The Board will make optional voluntary group benefits available to all  
25 eligible employees. Employees who participate in voluntary benefits must do so at their own expense or with  
26 available Flex Credits. Voluntary benefits shall be recommended by the Insurance Task Force and approved  
27 by the Board.  
28

29 **(1) Eligibility:** Employees who are regularly scheduled to work twenty (20) or more hours per work week  
30 are eligible for the optional group voluntary benefits offered by the Board.  
31

32 **11.08 – LIABILITY INSURANCE:** The Board will provide liability coverage for employees in an amount not  
33 less than one million dollars (\$1,000,000.00) per occurrence.  
34

35 **11.09 – SELF-INSURANCE FUND RESERVE:** Self-Insurance Fund reserves shall not be transferred out  
36 of the fund without the recommendation of the Insurance Task Force.  
37

38 **11.10 – RETIREMENT:** The District participates in the Florida Retirement System (FRS) and contributes on  
39 behalf of all eligible employees.  
40

41 **11.11 – SOCIAL SECURITY:** The District makes Social Security contributions on behalf of all eligible  
42 employees.

## ARTICLE 12 – Leave

1 **12.01 – CONCEPT:** The parties agree that there is no substitute who can replace an employee in  
2 meeting the needs of students. The District encourages regular attendance and limited use of leave.  
3 Leave should be requested only when necessary an as allowed by law and the terms of this  
4 agreement. The parties agree that there is a direct and positive relationship between employee  
5 attendance and the successful performance of assigned duties and student achievement.  
6

### 7 **12.02 – EMPLOYEES**

8  
9 **(1) Leave Balance and History:** Employees shall have access to an accurate accounting of their leave  
10 balance and history via PeopleSoft. Every effort shall be made to provide a monetary value associated  
11 with an employee’s leave balance. Monthly statements of leave shall be available via PeopleSoft.  
12

13 **(2) Rights and Responsibilities;** Employees have the right to accrue leave and the right to request  
14 use of leave. Employees have the responsibility to attend work as much as possible. Employees have  
15 the responsibility to communicate with their immediate supervisor and district staff regarding  
16 absences and leaves. Employees have the responsibility to provide supporting documentation, if  
17 requested by their immediate supervisor or district staff.  
18

19 **(3) Requests:** Employees shall be able to submit leave requests to their immediate supervisor.  
20 Requests shall be made as far in advance as possible. Requests made twenty-four (24) hours or less  
21 before an absence may be denied. Requests made five (5) business days or less before an absence  
22 may require supporting documentation. Business days shall be defined as days that the District offices  
23 are open for business. Supporting documentation may be submitted in advance of an absence and  
24 must be provided no later than five (5) business days after an employee’s return to work or the  
25 expiration of approved leave, whichever comes first. Request shall be considered denied until written  
26 approval is provided by the employee’s immediate supervisor or Human Resources.  
27

28 **(4) Rationale or Reason:** Requests for use of leave shall include a rationale or reason for the request.  
29 Employees are required to select from the following types of sick leave, vacation, or temporary duty.  
30 Employees may provide a rationale based on the type of leave selected.  
31

### 32 **(5) Types of Leave:**

**(a) Sick Leave:** Sick Leave may be used in one (1) hour increments. Requests for sick leave  
must be for a rationale or reason listed below:

33 **(1) Medical (Self):** Medical (Self) includes absences due to personal  
34 illness, injury, accident, disability, or other medical condition.

35 **(2) Medical (Family):** Medical (Family) includes absences due to  
36 illness, injury, accident, disability, or other medical condition of a  
37 family or household member, including but not limited to: father,  
38 mother, brother, sister, husband, wife, child, or another close relative.

39 **(3) Personal:** Personal includes absences due to personal business or  
40 matters which cannot be attended to outside of the employee’s  
41 regular workday, including but not limited to: legal proceedings,  
42 weddings, graduations, or civic functions.

43 **(4) Bereavement:** Bereavement includes absences due to a death of a

1 family or household member, including but not limited to: father, mother,  
2 brother, sister, husband, wife, child, or another close relative.

3 **(b) Vacation:** Vacation is available to full-time regular employees with a 255-day work  
4 year. Vacation may be used in one (1) hour increments vacation requests must be pre-  
5 scheduled and pre-approved.

6 **(c) Temporary Duty:** Temporary Duty may be used in one (1) hour increments. Requests  
7 for temporary duty may be for a rationale or reason listed below:

8 **(1) Professional Development:** Professional Development includes absences  
9 due to the performance of assigned duties in direct support of the District's  
10 mission, including but not limited to: participation in professional associations,  
11 conferences, trainings, surveys, workshops, and other professional meetings.  
12 Professional Development may be eligible for travel reimbursement or per diem  
13 payments for meals.

14 **(2) Jury Duty:** Jury Duty includes absences due to court summons for  
15 participation on a jury panel or service as a juror. Employees are required to  
16 immediately return to work upon dismissal from participation on a jury panel or  
17 service as a juror. Jury Duty is not eligible for travel reimbursement or per diem  
18 payments for meals.

19 **(3) Witness:** Witness includes absences due to subpoena by the District in order  
20 to represent the District as a witness or to provide testimony. Employees are  
21 required to immediately return of work upon dismissal from service as a witness.  
22 Witness is eligible for travel reimbursement and per diem payment for meals.

23 **(4) Military:** Military includes absences due to military order. Military is not  
24 eligible for travel reimbursement or per diem payments for meals.

25 **(d) Other Types of Leave:** All other types of leave must be submitted by the employee or  
26 their immediate supervisor to Human Resources. Other types of leave include those  
27 associated with Worker's Compensation, the Family Medical Leave Act (FMLA), and Board  
28 approved extended leaves. Denial of a request for other types of leave will result in the  
29 employee being charged sick leave.

30 **(6) Approval or Denial:** Employees will be notified of the status of their leave request as soon as  
31 possible and no later than ten (10) business days after the request is made.

32  
33 **(7) Return:** Prior to the expiration of approved leave or the exhaustion of accrued leave, employees  
34 must notify their immediate supervisor of their intent to return to duty, resign, or request additional  
35 leave. Employees should provide their immediate supervisor with twenty-four (24) hours' notice of  
36 their intent to return to work.

37 **(a) Fitness for Duty:** A fitness for duty screening may be required if an employee is absent  
38 for ten (10) days or more in a twelve-month period. An immediate supervisor may request  
39 a fitness for duty screening if an employee is absent and does not have prior approval for  
40 use of leave. Prior to requiring a Fitness for Duty exam, the District shall counsel the  
41 employee to assist in determining the necessity of the exam, unless there is an immediate  
42 health or safety risk to the employee or another person. If the District determines that a  
43 Fitness for Duty exam (either medical or psychological) in accordance with the Florida  
44 statutes is required, the employee shall be placed on administrative leave with pay until the  
45 Fitness for Duty exam can be completed, within three (3) business days. After that time,  
46 their sick leave would be charged. If the individual is deemed "not fit for duty" they would  
47 go on Board leave or use sick time. The administrative leave without pay will begin the next

1 work day. Fitness for Duty options apply to employees who are not currently on leave. The  
2 date of the doctor's note shall control the duration of temporary duty.

3  
4 **(8) Abuse of Leave:** Any absence that results in a disruption to the education environment or  
5 worksite may be considered an abuse of leave. If abuse of leave is suspected, immediate supervisors  
6 may request supporting documentation. Abuse of leave may result in a change in the type of  
7 leave recorded, or disciplinary action up to and including termination.

8 **(a) Absence Without Leave (AWOL):** Absence Without Leave (AWOL) includes absences  
9 that have not been approved by the immediate supervisor. AWOL includes absences that  
10 are considered "no call, no show" and may be treated as abandonment of position after  
11 three (3) consecutive days of absence.

12 **(b) Leave Without Pay:** Leave Without Pay (LWOP) includes absences where paid sick  
13 leave or vacation is not available or not approved by the immediate supervisor. LWOP may  
14 be granted by the immediate supervisor in emergency situations and should be reported  
15 by the immediate supervisor to Human Resources and Payroll. Unapproved absences or  
16 absences on a day where a request for leave has been denied will be leave without pay.

17 **(c) Excessive Absenteeism:** Excessive absenteeism includes absences in excess of accrued  
18 leave, absenteeism at a rate exceeding the rate of leave accrual, or three consecutive days  
19 of absence without approval by the immediate supervisor. Immediate supervisors should  
20 communicate with individual employees to discuss excessive absenteeism prior to taking  
21 disciplinary action.

22 **(d) Suspicious Pattern:** Suspicious patterns of absence may be considered an abuse of  
23 leave provided there is an articulable and objective basis for the suspicion.

## 24 25 **12.03 – IMMEDIATE SUPERVISORS:**

26  
27 **(1) Leave Balance and History:** Immediate supervisors shall have access to an accurate accounting  
28 of the leave balance and history for the employees they supervise via PeopleSoft. Every effort shall be  
29 made to provide a monetary value associated with employee's leave balance. Monthly statements of  
30 leave balances shall be made available to immediate supervisors via PeopleSoft. Immediate  
31 supervisors shall review available reports and notify Professional Standards of any cases of suspected  
32 abuse of leave.

33  
34 **(2) Rights and Responsibilities:** Immediate supervisors have the right to review leave requests.  
35 Immediate supervisors have the right to approve or deny requests, based on an assessment of  
36 disruption to the education environment or worksite. Immediate supervisors have the  
37 responsibility to honor all good faith requests. Immediate supervisors have the responsibility to  
38 provide notice to employees regarding available types of leave at least once annually. Immediate  
39 supervisors have the responsibility to communicate with employees and district staff regarding  
40 employee absences and leaves. Immediate supervisors have the responsibility to oversee and  
41 coordinate vacation schedules for employees at their location in order to minimize potential  
42 disruption.

43  
44 **(3) Requests:** Immediate supervisors shall respond to leave requests submitted by the employees  
45 they supervise by indicating if the request is approved or denied. Approval or denial of leave requests  
46 shall be made as far in advance as possible and no later than ten (10) business days after the request  
47 is made. Requests made twenty-four (24) hours or less before an absence may be denied. Requests

1 made five (5) business days or less before an absence may require supporting documentation.  
2 Business days shall be defined as days that the District offices are open for business. Supporting  
3 documentation may be submitted in advance of an absence and must be provided no later than five  
4 (5) business days after an employee's return to work or the expiration of approved leave, whichever  
5 comes first. Immediate supervisor must report absences of three (3) consecutive days or more, or ten  
6 (10) days in a twelve-month period to Payroll and Human Resources.

7  
8 **(4) Rationale or Reason:** Immediate supervisors shall review the rationale or reason for the request.  
9 Employees are required to select from the following types of leave: Sick Leave, Vacation, or  
10 Temporary Duty. Additional commentary is not required by the employee, but may be requested in  
11 the event that an immediate supervisor suspects abuse of leave or if the absence may result in a  
12 disruption to the education environment or worksite.

13 **(a) Supporting Documentation:** Appropriate supporting documentation includes, but is  
14 not limited to: notes issued by a licensed medical professional, obituaries or certificates of  
15 death, conference or course registration information, jury summons, military orders,  
16 subpoenas, travel documents, police reports, referrals to victim services organizations, or  
17 similar documentation issued by an objective third party. Immediate supervisor must have  
18 supporting documentation for absences of three (3) consecutive days or more, or ten (10)  
19 days in a twelve-month period.

20 **(b) Priority:** Requests shall be reviewed and considered in the order in which they are  
21 received. Consideration may be given to the duration, nature, or severity of an underlying  
22 rationale or reason for a request. Priority may be given for major life events, including but  
23 not limited to: weddings, graduations, births, or deaths.

24  
25 **(5) Types of Leave:** Immediate supervisors shall respond to leave requests for the types of leave  
26 mentioned in Article 12.02(5) and submit employee requests requiring District approval to Human  
27 Resources.

28 **(a) Sick Leave:** Immediate supervisors may approve requests in increments of one (1)  
29 hour.

30 **(b) Vacation:** Immediate supervisors may approve requests in increments of one (1) hour.

31 **(c) Temporary Duty:** Immediate supervisors may approve requests in increments of one  
32 (1) hour.

33  
34 **(6) Approval or Denial:** Immediate supervisors shall enter their approval or denial of an employee's  
35 request for leave into PeopleSoft. Immediate supervisors will make reasonable efforts to ensure a  
36 response is provided to the employee prior to the date for which the leave is requested. Immediate  
37 supervisors shall notify employees of the status of their leave request as soon as possible and no  
38 later than ten (10) business days after the request is made.

39 **(a) Approved:** Immediate supervisors may approve requests if:

40 **(1) No Disruption:** The request is for sick leave or temporary duty for an absence  
41 that will not result in a disruption to the education environment or worksite and  
42 adequate staffing or coverage exists.

43 **(2) Vacation:** The request is for vacation and the employee has used two (2) weeks  
or fewer of vacation in the preceding twelve (12) months.

44 **(b) Denied:** Immediate supervisors may deny requests if:

45 **(1) Insufficient Notice:** The request is made twenty-four (24) hours or less before  
an absence.



1                   **(2) Incomplete Request:** The request is made without selecting a type of leave,  
2 without providing a reason or rationale based on the type of leave selected, or  
3 without providing supporting documentation if requested.

4                   **(3) Start of School Year:** The request is for a day during the five days immediately  
5 following the start of the student school year.

6                   **(4) End of School Year:** The request is for a day during the five days immediately  
7 prior to or immediately following the end of the student school year.

8                   **(5) Paid Holiday:** The request is for the day immediately prior to or following a paid  
9 holiday, as mentioned in Article 7.05 (Holidays), or approved vacation.

10                   **(6) Vacation:** The request is for a vacation that has not been pre-scheduled or is not  
11 pre-approved by the immediate supervisor.

12                   **(7) Disruption:** The request is for a day that will result in a disruption to the  
13 education environment or worksite, adequate staffing or coverage does not exist, or  
14 the request constitutes an abuse of leave.

15  
16 **(7) Rescind:** If a change in circumstances, including but not limited to an emergency, results in an  
17 approved leave creating disruption to the education environment or worksite, the Superintendent  
18 may rescind approved leave or authorize immediate supervisors to do the same. The immediate  
19 supervisor is responsible for providing the employee with notice that an approved leave has been  
20 rescinded.

21  
22 **(8) Abuse of Leave:** Any absence that results in a disruption to the education environment or  
23 worksite may be considered an abuse of leave. If abuse of leave is suspected, immediate supervisors  
24 may request supporting documentation. Abuse of leave may result in a change in the type of leave  
25 recorded, or disciplinary action up to and including termination.

## 26 27 **12.04 – DISTRICT**

28  
29 **(1) Notice:** Each fiscal year, Human Resources may provide employees and immediate supervisors  
30 with information on the types of leave mentioned in Article 12.02(5). Immediate supervisors may  
31 provide employees with information on how to submit a request for leave, include those associated  
32 with Worker’s Compensation, the Family Medical Leave Act (FMLA), and other types of leave.  
33 Employees are responsible for submitting requests for leave and supporting documentation  
34 themselves.

### 35 36 **(2) Accruals**

37                   **(a) Sick Leave:** Sick leave shall be accrued in a manner consistent with Florida Statute 1012.61.

38                   **(1) Standard:** Employees will receive a standard accrual of sick leave in the amount of (1)  
39 day per month based on scheduled work days. Employees must work one (1) day more  
40 than half of the month in order to be eligible for a standard accrual that month.

41                   **(2) Summer Programs:** Employees will receive a summer program accrual of sick leave in  
42 the amount of one (1) day per three (3) weeks worked, with a maximum accrual of two (2)  
43 days per summer.

44                   **(3) Advance:** Employees will receive an advanced accrual of sick leave in the amount of  
45 four (4) days at the start of the regularly scheduled work year.

46                   **(4) Personal:** Employees may request to use a maximum of six (6) sick leave days for  
47 personal each fiscal year. Sick leave for personal is non-cumulative from year to year and

1 does not constitute a separate leave accrual.

2 **(5) Reinstatement:** If an employee terminates their employment without receiving  
3 terminal pay benefits and is re-employed, their sick leave balance may be reinstated.

4 **(b) Vacation:** Vacation shall be accrued in a manner consistent with School Board Policy.  
5 Employees will no longer accrue vacation once they have reached the maximum accrual of 45  
6 days or up to 360 hours for an employee with an 8-hour work day.  
7

Continuous District Service	Accrual (days per month)	Accrual (days per year)
Less than Five (5) Years	1.00	12.00
Five (5) to Nine (9) Years	1.25	15.00
Ten (10) or More Years	1.50	18.00

8  
9 **(3) Reports:** The District may make additional reports and queries regarding leave available to  
10 immediate supervisors via PeopleSoft.  
11

12 **(4) Rights and Responsibilities:** The District has the right to review leave requests. The District has  
13 the right to approve or deny requests, based on disruption to the education environment or worksite.  
14 The District has the responsibility to provide notice to employees regarding available types of leave.  
15 The District has the responsibility to communicate with employees regarding absences and leaves.  
16 Immediate supervisors may consult with Human Resources regarding requests for absences of three  
17 (3) or more consecutive days or more, or ten (10) days in a twelve-month period.  
18

19 **(5) Other Types of Leave:**

20 **(a) Association Duty:** Association Duty includes absences due to union business, including but  
21 not limited: bargaining related committees, ratification voting, election of building  
22 representatives and Association officers, and other concerted activities. Association duty must be  
23 requested by the President of the Association and the District will provide the Association with an  
invoice for reimbursement.

24 **(b) Educational:** Employees may be granted up to five (5) days of Temporary Duty per semester  
25 for the purpose of participating in a degree seeking educational program.

26 **(c) Extended Leave:** Any leave of ten (10) or more consecutive days shall be considered  
27 extended leave and will be subject to review and approval by Human Resources. If approved in  
28 advance, extended leave may be with pay, provided accrued leave is available and appropriate to  
29 use. If approved in advance, extended leave in excess of accrued leave will be without pay. In  
30 accordance with School Board Policy, extended leave for thirty (30) consecutive days or more will  
31 be without pay and will require School Board approval.

32 **(1) Request:** Employees shall be able to submit extended leave requests to their immediate  
33 supervisor and Human Resources. Requests shall be made as far in advance as possible.  
34 Requests must be made as far in advance as possible. Requests must be made five (5)  
35 business days or more in advance of an absence. Business days shall be defined as days that  
36 the District offices are open for business. Supporting documentation is required at the time  
37 the request is made. Failure to provide supporting documentation may result in denial of  
38 leave or disciplinary action up to an including termination.

39 **(2) Rationale or Reason:** Employees may request an extended leave for the following:

40 **(a) Family Obligation:** Employees may request an extended leave to tend to a family obligation.  
41 Requests for more than thirty (30) days require Board approval.  
42

1 **(b) Parental Leave:** Employees may request an extended leave for maternity, paternity, or  
2 adoption. Requests for more than thirty (30) days require Board approval.

3 **(c) Medical:** Employees may request an extended leave for absences due to illness, injury,  
4 accident, disability, or other medical condition.

5 **(3) Approval or Denial:** Employees will be notified of the status of their leave request within  
6 five (5) business days. Human Resources shall enter approval or denial to an employee's  
7 request for extended leave into PeopleSoft. Human Resources will make reasonable efforts to  
8 ensure an approval or denial is provided to the employee and their immediate supervisor  
9 prior to the date for which leave is requested.

10 **(4) Return:** Employees approved for extended leave for an entire school year or the  
11 remainder of the current school year must notify Human Resources in writing of their intent  
12 to return to duty the following school year prior to April 1.

13 **(5) Restoration:** Employees returning to duty following an extended leave will be returned  
14 to a comparable position within the District. Factors to be considered when determining  
15 what positions are comparable include: compensation, benefits, working conditions, assigned  
16 duties, geographic location of worksite and its proximity to the employee's home.

17 **(d) Military:** In accordance with the Uniformed Services Employment and Reemployment Act  
18 (USERRA) and Florida Statute 115.09, employees may request extended leave to attend to  
19 military duties. Military leave shall be granted in accordance with applicable state and federal law.  
20 Nothing herein shall be construed to expand any military leave privileges beyond applicable state  
and federal law.

21 **(e) Sabbatical:** In accordance with Florida Statute 1012.64, employees may be eligible for  
22 sabbatical leave for a period not to exceed one (1) year to pursue professional certification or  
23 licensure in an area with an identified critical shortage of employees, as designated by the  
24 Superintendent.

25 **(f) Family Medical Leave Act (FMLA):** In accordance with the Family Medical Leave Act (FMLA),  
26 eligible employees may take unpaid, job-protected leave for specified family and medical  
27 reasons with continuation of group health insurance coverage for the employee only under the  
28 same terms and conditions as if the employee had not taken leave.

29 **(1) Eligibility:** Eligible employees are entitled to concurrent use of their accrued sick and  
30 vacation leave during an FMLA covered absence. Eligible employees are entitled to twelve  
31 (12) work weeks of leave in a rolling twelve-month period for:

32 **(a) Birth:** The birth of a child and to care for the newborn child within one year of  
33 birth.

34 **(b) Adoption:** The placement of a child with the employee for adoption or foster care  
35 and to care for the newly placed child within one year of placement.

36 **(c) Caregiver:** The care of the employee's spouse, child, or parent who has a serious  
37 health condition.

38 **(d) Medical (Self):** The employee to seek medical treatment, if a serious health  
39 condition makes the employee unable to perform the essential functions of their job.

40 **(e) Caregiver (Military):** The employee to respond to any qualifying exigency arising  
41 out of the fact that the employee's son, daughter, or parent is a covered military  
42 member on "covered active duty."

43 **(f) Caregiver (Military – Family):** The employee to take twenty-six (26) workweeks of  
44 leave during a single 12-month period in order to care for a covered servicemember  
45 with a serious injury or illness, if the eligible employee is the service member's spouse,  
46 son, daughter, parent, or next of kin.

1 **(g) Domestic Violence or Sexual Violence:** In accordance with Florida Statute 741.313,  
2 employees are entitled to leave for three (3) working days in a twelve (12) month period, if  
3 the employee or a family or household member is the victim of domestic violence or sexual  
4 violence. Existing Sick Leave shall be used for Domestic Violence or Sexual Violence Leave. In  
5 the event the employee does not have accrued Sick Leave available, the Domestic Violence  
6 or Sexual Violence leave shall be leave without pay without any penalty to the employee.

7 **(1) Eligibility:** In order to be eligible, an employee must have a minimum of three (3)  
8 months of employment with the District. Information relating to leave for victims of  
9 domestic violence or sexual violence must be kept confidential and is not subject to  
10 inspection by the public. Eligible employees may use leave for the following reasons:

11 **(a) Injunction:** To seek an injunction for protection against domestic violence or an  
12 injunction for protection in cases of repeat violence, dating violence, or sexual violence.

13 **(b) Medical Care:** To obtain medical care or mental health counseling, or both, for the  
14 employee or a family or household member to address physical or psychological  
15 injuries resulting from the act of domestic violence or sexual violence.

16 **(c) Victim Services:** To obtain services from a victim services organization, including,  
17 but not limited to, a domestic violence shelter or program or a rape crisis center as a  
18 result of the act of domestic violence or sexual violence.

19 **(d) Housing:** To make the employee's home secure from the perpetrator of the  
20 domestic violence or sexual violence or to seek new housing to escape the perpetrator.

21 **(e) Legal:** To seek legal assistance in addressing issues arising from the act of  
22 domestic violence or sexual violence or to attend and prepare for court-related  
23 proceedings arising from the act of domestic violence or sexual violence.

24 **(2) Threat Assessment:** An employee's request for domestic violence sexual violence  
25 leave will result in a threat assessment by the District Threat Assessment Team.

26 **(h) Compassionate Leave:** Employees are entitled to leave for ten (10) working days in a  
27 twelve-month period, if the employee or a family or household member experiences a  
28 miscarriage, ectopic pregnancy, or molar pregnancy. An employee's request for privacy  
29 should be respected and employees have a right to keep this information confidential.  
30 Immediate supervisors may not request supporting documentation in situations where an  
31 employee requests compassionate leave. Existing Sick Leave shall be used for Compassionate  
32 Leave. In the event the employee does not have accrued Sick Leave available, the  
33 Compassionate Leave shall be leave without pay, without any penalty to the employee.

34 **(i) Worker's Compensation:** In accordance with Florida Statute 1012.63, 1012.69 and  
35 Chapter 440, employees may request leave for illness in the line of duty or injury in the line  
36 of duty (ILD). No more than ten (10) days in a fiscal year regardless of the number of illnesses  
37 or injuries and no more than ten (10) days for any single illness or injury. Employees do not  
38 accrue ILD. The District can change sick leave to ILD if a claim for Worker's Compensation  
39 (WC) is filed and determined to be compensable. Supporting documentation is required in  
40 order to be eligible for ILD. The District reserves the right to request medical examination by  
41 a licensed health care provider approved by the Board.

42 **(1) Childhood Illness:** Illnesses normally known as childhood diseases that are not  
43 normal adult illnesses are covered by WC. For example, mumps, measles, and chicken pox  
44 are covered, however, influenza and common colds are not.

45 **(6) Shared Sick Leave (Family Member):** In accordance with Florida Statute 1012.61(e), employees  
46 may donate sick leave to their spouse, child, parent, or sibling who is also a district employee. Shared  
47 sick leave may not be included in terminal pay. Requests to share sick leave must be made to Payroll

1 prior to the recipient absences for which they will apply. In order to be eligible to receive  
2 shared sick leave, the recipient must provide supporting documentation. Shared sick leave may not be  
3 used for personal leave. Employees do not accrue sick leave while using shared sick leave. Employees  
4 may not donate advance accruals. School Board Policy-allows employees to share no more than  
5 twenty (20) days of shared sick leave at a time.  
6

7 **12.05 - TERMINAL PAY:** In accordance with Florida Statute and School Board Policy, employees  
8 are eligible for terminal payment of sick leave and vacation, if they have ten (10) years of services in a  
9 Florida Retirement System (FRS) eligible position. Terminal payment of sick leave and vacation may  
10 be made to the employee's designated beneficiary or the employee's estate, upon the death of a  
11 current employee. Payment amounts are based upon creditable years of service. Employees are not  
12 eligible for terminal pay if their termination is disciplinary in nature or if they resign during the  
13 pendency of an investigation into allegations of misconduct.

14 **(1) Sick Leave:** Terminal payment of sick leave shall be issued in a manner consistent with  
15 Florida Statute 1012.61 and School Board Policy. Issuance of terminal payment shall  
16 result in a leave balance of zero. Employees who end their employment with the District  
17 prior to earning a standard accrual to replace the advanced accrual are not entitled to  
18 terminal payment of days that have not been earned and will forfeit any unearned  
19 advanced accruals. The amount of terminal pay shall be computed as follows:

20 **(a) One to Three District Years:** during the years of service one through three (1-3)  
21 in the District, thirty-five (35) percent of the hours of accumulated sick leave shall be  
22 multiplied times the base rate of pay.

23 **(b) Four to Six District Years:** during the years of service four through six (4-6) in  
24 the District, forty (40) percent of the hours of accumulated sick leave shall be  
25 multiplied times the base rate of pay.

26 **(c) Seven to Nine District Years:** during the years of service seven through nine (7-  
27 9) in the District, forty-five (45) percent of the hours of accumulated sick leave shall  
28 be multiplied times the base rate of pay.

29 **(d) Ten to Twelve District Years:** during the years of service ten through twelve  
30 (10-12) in the District, fifty (50) percent of the hours of accumulated sick leave shall  
31 be multiplied times the base rate of pay.

32 **(e) Thirteen or More District Years:** during and after the thirteenth (13<sup>th</sup>) year of  
33 service in the District, one hundred (100) percent of the hours of accumulated  
34 sick leave shall be multiplied times the base rate of pay.  
35

36 **(2) Vacation:** Terminal payment of vacation shall be issued in a manner consistent with  
37 Florida Statute 1012.65 and School Board Policy. Issuance of terminal payment shall  
38 result in a vacation balance of zero.  
39

40 **12.06 - Sick Leave Pool:** Florida Statute 1012.61(3) allows for employees to pool sick leave provided  
41 certain statutory requirements are met, including maintenance of reliable and accurate records by the  
42 District showing the amount of sick leave accumulated by employees that is not used. When a Sick  
43 Leave Pool member changes positions which would require a change to a new Sick Leave Pool, that  
44 person shall be treated as a new member and must give up one sick leave day for membership in the  
45 new pool. However, if the member has donated a day within the same fiscal year, that day may be  
46 transferred to the new pool. The purpose of the Sick Leave Pool is to provide a pool of emergency  
47 sick leave days in cases of catastrophic illness. For the purposes of the Sick Leave Pool, catastrophic

1 illness or injury is defined as those illnesses or injuries that require immediate medical attention and  
2 cannot be postponed (cannot be scheduled during a work break or during non-working hours). The  
3 Sick Leave Pool is not intended to provide benefits to an employee for such things as cosmetic  
4 surgery, elective surgery, or other similar claims. Sick Leave Pool time will only be donated for mental  
5 illness when an inpatient hospital stay is required. Contributors may draw days from the Sick Leave  
6 Pool after their own accumulated sick leave has been exhausted. Nothing in this section shall be  
7 interpreted to change any of the other articles herein pertaining to accrued leave.

8 **(1) Membership:** Any full-time employee may enroll in the Sick Leave Pool between  
9 August 15 and September 30 provided the following three requirements are met:

10 **(a) Employment:** Continuous employment for at least one (1) year. Only full-time  
11 employees are to enroll in and receive benefits from the Sick Leave Pool. Any  
12 full-time employee who ceases to work twenty (20) or more hours per week shall  
13 become ineligible for membership and benefits until the employee again becomes  
14 full-time.

15 **(b) Accrual:** Accrual of six (6) leave days by September 1.

16 **(c) Donation:** of a seventh or subsequent sick leave day by October 15.

17  
18 **(2) Application:** Enrollment forms shall be provided to employees at each work site. Sick leave  
19 days contributed to the Sick Leave Pool will not be returned except as hereafter provided.  
20

21 **(3) Contribution:** In the event the number of days in the Sick Leave Pool balance falls below  
22 thirty percent (30%) of the number of Sick Leave Pool members, each member of the Sick  
23 Leave Pool must contribute one (1) day from their accumulated sick leave to the Sick Leave  
24 Pool. In the event a Sick Leave pool member cannot contribute an additional day due to leave  
25 exhaustion, they are not then using the Sick Leave Pool, the additional day shall automatically  
26 be their next accrued sick leave day.  
27

28 **(4) Duration:** If membership in the Sick Leave Pool and/or the number of days in the Sick  
29 Leave Pool fall below three hundred (300), the Sick Leave Pool shall be discontinued, and  
30 all remaining time in the Sick Leave Pool shall be distributed as provided herein.  
31

32 **(5) Administration:** The Sick Leave Pool will be administered by Human Resources. An  
33 Overview Committee consisting of two (2) employees appointed by the Superintendent and  
34 two (2) employees appointed by the Association shall review the administration of the Sick  
35 Leave Pool, investigate alleged abuses, and determine eligibility as herein provided.  
36 Committee members shall be provided a quarterly report showing the number of Sick Leave  
37 Pool members, balance of days, and number of applications for use. The Sick Leave Pool will  
38 only grant the number of days that are available in the bank. No sick leave pool days will be  
39 granted that would cause a negative balance of days to occur in the Sick Leave Pool. The status  
40 of the Sick Leave Pool will be reviewed by the SPALC Labor/Management Committee at the  
41 end of each fiscal year to determine if the maximum number of days, used by one person, can  
42 be increased to a maximum of fifty (50) days.  
43

44 **(6) Benefits:** The Sick Leave Pool shall be used only by a Sick Leave Pool member for their  
45 personal illness or disability and may not be used because of the illness, disability, or

1 death of any other person.

2 **(a) Extended Leave:** In the event of a catastrophic illness of a participating employee  
3 which causes the employee to be absent from work for an extended period of time,  
4 the employee may receive paid leave as follows:

5 **(1) Use of Leave:** The employee must first use all accumulated sick and all  
6 other forms of paid leave available; the employee must then use unpaid  
7 leave for ten (10) consecutive work days;

8 **(2) Application:** The employee must make application to the Sick Leave Pool  
9 and submit medical justification for the number of required days.

10 **(3) Maximum:** The employee is eligible for up to twenty (20) continuous paid  
11 work days in a school year or a total of twenty (20) days for any one illness or  
12 disability and returns to work, the employee shall again become eligible to  
13 use days for the same illness or disability after a three (3) year period from  
14 the date of return to work.

15 **(b) Second Extended Leave:** In the event of a second catastrophic illness of a  
16 participating employee which occurs within one calendar year of the date the  
17 employee returned to work after utilizing the Sick Leave Pool and the employee is  
18 approved for sick leave benefits, the ten (10) days of unpaid leave shall be waived.

19 **(c) Denial of Request:** The eligibility of an employee to receive benefits will be  
20 reviewed by the Overview Committee which will make the final determination. If an  
21 employee is denied Sick Leave Pool benefits, the Overview Committee shall provide  
22 written reason(s). The employee may request reconsideration within ten (10)  
23 calendar days from date of denial. The Overview Committee's determination is not  
24 subject to the grievance procedure.

25  
26 **(7) Abuse:** Alleged abuse of the Sick Leave Pool shall be investigated by the Superintendent.  
27 Upon a finding of such abuse, the employee shall repay all of the sick leave credits drawn  
28 from the Sick Leave Pool and may be subject to disciplinary action.

29 **(a) Ineligibility:** Any employee who receives sick leave pool benefits and is not  
30 entitled thereto shall reimburse the District for all benefits received and the Board  
31 shall restore the sick leave days to the Sick Leave Pool.

32  
33 **(8) Discontinuance:** If it should be necessary to discontinue the Sick Leave Pool, unused  
34 sick leave in the Sick Leave Pool will be distributed as follows:

35 **(a) Exceeding the Number of Members:** If the number of unused sick leave days  
36 in the Sick Leave Pool exceeds the number of members in the Sick Leave Pool, each  
37 member will receive one (1) of the unused days to be credited to their sick leave  
38 account. Those days exceeding the number of members in the Sick Leave Pool will  
39 be disposed of by the Board, whose decision will be final and not subject to the  
40 grievance procedure.

41 **(b) Equal to the Number of Members:** If the number of unused sick leave days in  
42 The Sick Leave Pool is equal to the number of members in the Sick Leave Pool, each  
43 member will receive one (1) of the unused days to be credited to their sick leave  
44 account.

45 **(c) More than Half the Number of Members:** If the number of unused sick leave  
46 days in the pool is more than one half (1/2) but less than equal to the number of  
47 members in the Sick Leave Pool, each member will receive one half (1/2) of one of

1 the unused days to be credited to their sick leave account. Those days exceeding one  
2 half (1/2) of the number of the members in the Sick Leave Pool will be disposed of  
3 by the Board, whose decision will be final and not subject to the grievance  
4 procedure.

5 **(d) Half the Number of Members:** If the number of unused sick leave days in the  
6 Sick Leave Pool is equal to one half (1/2) of the number of members in the Sick  
7 Leave Pool, each member will receive one half (1/2) of one of the unused days to be  
8 credited to their sick leave account.

9 **(e) Less than Half the Number of Members:** If the number of unused sick leave  
10 days in the Sick Leave Pool is less than one half (1/2) of the number of members in  
11 the Sick Leave Pool, all the days will be disposed of by the Board, whose decision will  
12 not be subject to the grievance procedure.

13 **(9) Hold Harmless:** The Association, its officers and agents, and the members of the unit  
14 shall hold the Board, it's officers, employees, and agents harmless from any and all  
15 unit claims which may be brought by any of its member(s) of the unit, or any authorized  
16 litigant with respect to the establishment of administration of the Sick Leave Pool.  
17

18 **12.07 - Insurance Coverage:** The insurance coverage of any employee whose request for leave is  
19 approved terminates on the first scheduled pay day that the employee does not receive a paycheck,  
20 except as otherwise provided by law or this agreement. To continue insurance coverage during leave,  
21 the employee must remit all premiums due thereafter when permitted.  
22

23 **12.08 - Outside Employment:** In accordance with School Board Policy, outside employment may  
24 not conflict with the terms and conditions of an approved leave, including extended leave. Immediate  
25 supervisors must report conflicts to Professional Standards for review and may rescind approval of  
26 leave if a conflict exists. Conflicts may result in disciplinary action up to and including termination.  
27 Outside employment may be allowed for the following types of leave only: association duty, military  
28 and professional development.



## ARTICLE 13 –PARTICIPATORY DECISION MAKING

1 **13.01 – CONCEPT:** Providing support staff with opportunities to participate in the decision-making process  
2 has a positive impact on employee retention, especially whenever there is a potential impact to the work  
3 being done in the classroom, school, or department. The interest-based process and good faith efforts to  
4 maintain a collaborative relationship through bargaining related committees reduces the likelihood of labor  
5 disputes allowing all staff the ability to focus on student achievement.  
6

7 **(1) Bargaining Related Committees:** Bargaining related committees are made up of both District and  
8 SPALC appointed members and each committee is assigned specific duties. Committees are assigned to  
9 review contract language to identify potential issues, in order to present recommendations to the  
10 bargaining teams or the SPALC Labor/Management Committee. Bargaining related committee meetings  
11 are regularly scheduled and records of meetings should be kept.  
12

13 **(2) Leave:** Employees participating as members of Bargaining Related Committees or School Advisory  
14 Councils may, at the discretion of the supervisor, be eligible for Temporary Duty as described in Article  
15 12.09 to attend meetings when held away from the employee’s work site.  
16

17 **13.02 - SPALC LABOR/MANAGEMENT COMMITTEE:** The SPALC Labor/Management Committee is a  
18 standing committee that meets on a regularly scheduled basis. The SPALC Labor/Management Committee  
19 shall be made up of four (4) members, two (2) from management and two (2) from labor. Subject Matter  
20 Experts may be invited to participate in SPALC Labor/Management Committee meetings. The SPALC  
21 Labor/Management Committee is responsible for day to day contract administration, including oversight  
22 of bargaining related committees and subcommittees, ensuring the successful implementation of  
23 negotiated contract language, and executing memorandums of understanding (MOUs).  
24

25 **(1) District and Site-Based Committees:** The creation or elimination of bargaining related committees  
26 may be done with the approval of the SPALC Labor/Management Committee or the bargaining teams. The  
27 SPALC Labor/Management Committee shall assist in scheduling bargaining related committee meetings  
28 and shall make every reasonable effort to avoid scheduling meetings during student contact time, while  
29 recognizing the need in some instances to meet during the regularly scheduled work day. The SPALC  
30 Labor/Management Committee is responsible for the appointment of members to all District-Based  
31 Committees, with each side having the final say in the appointment of members to represent their interests.  
32 The SPALC Labor/Management Committee shall review the parameters for site-based participatory decision  
33 making.  
34

### 35 **13.03 – DISTRICT-BASED COMMITTEES:**

36  
37 **(1) Insurance Task Force:** The Insurance Task Force is a standing committee that meets on a regularly  
38 scheduled basis. The Insurance Task Force shall be made up of sixteen (16) members, eight (8) from  
39 management, including the chairperson, and eight (8) from labor, with equal representation for each  
40 association representing an affected bargaining unit. The Insurance Task Force shall review existing  
41 insurance programs and workers’ compensation issues. The Insurance Task Force will explore alternatives,  
42 improvements, changes, and specifications to the existing insurance programs. In order to be implemented,  
43 any committee recommendations that alter articles of this agreement or any of the medical plan benefit

1 description documents shall be incorporated by reference in the agreement after they have been ratified  
2 by both the Board and the Association.

3 **(a) Timelines:** The parties agree to use the Interest Based process when requested by a super  
4 majority of TALC Bargaining Unit representatives, SPALC Bargaining Unit representatives, or District  
5 representatives. When using the Interest Based process, the parties will develop a decision-making  
6 timeline by mutual agreement of the parties which allows ample opportunity to discuss the issues  
7 of concern. In the event that a deadline for decision making lapses, the parties will revert to using  
8 majority vote to honor the deadlines in the agreed upon decision-making timeline.  
9

10 **(2) District Safety/Security Committee:** The District Safety/Security Committee is a standing committee  
11 that meets on a regularly scheduled basis. The District Safety/Security Committee shall be made up of  
12 sixteen (16) members, eight (8) from management, including the chairperson, and eight (8) from labor, with  
13 equal representation for each association representing an affected bargaining unit. The District  
14 Safety/Security Committee shall review district safety plans and unresolved site safety/security issues. Any  
15 committee recommendations shall be sent to the Superintendent's designee and the SPALC  
16 Labor/Management Committee by the chairperson.  
17

18 **(3) Instructional Calendar Committee:** The Instructional Calendar Committee is a standing committee  
19 that meets on a regularly scheduled basis. The Instructional Calendar Committee shall be made up of  
20 twenty-four (24) members, twelve (12) from management, including the chairperson, and twelve (12) from  
21 labor, with equal representation for each association representing an affected bargaining unit. The  
22 Instructional Calendar Committee shall review the instructional calendar for the upcoming school year. If  
23 necessary, work year calendars will be reviewed by the SPALC Labor/Management Committee or the TALC  
24 Labor/Management Committee. Any committee recommendations that alter the articles of this agreement  
25 shall be incorporated by reference in the agreement after they have been ratified by both the Board and  
26 the Association.  
27

28 **(4) Uniform Committee:** The Uniform Committee is a standing committee that meets on a regularly  
29 scheduled basis. The Uniform Committee shall be made up of a mutually agreed upon number of members,  
30 with equal representation for the parties. Subject Matter Experts may be invited to participate in Uniform  
31 Committee meetings. The Transportation Labor/Management Committee is responsible for reviewing and  
32 recommending required uniforms and accessories for all appropriate departments. Any committee  
33 recommendations shall be sent to the Superintendent's designee and the SPALC Labor/Management  
34 Committee by the chairperson.  
35

36 **(5) Transportation Labor/Management Committee:** The Transportation Labor/Management Committee  
37 is a standing committee that meets on a regularly scheduled basis. The Transportation Labor/Management  
38 Committee shall be made up of a mutually agreed upon number of members, with equal representation for  
39 the parties. Subject Matter Experts may be invited to participate in Transportation Labor/Management  
40 Committee meetings. The Transportation Labor/Management Committee is responsible for continued  
41 communication and problem solving of issues impacting Transportation employees. The Transportation  
42 Labor/Management Committee is responsible for reviewing the paycheck schedule for Transportation  
43 employees and providing the Payroll Department with a recommendation prior to the end of the previous  
44 school year. Any committee recommendations shall be sent to the Superintendent's designee and the  
45 SPALC Labor/Management Committee by the chairperson.  
46

1 **(6) District Student Discipline Committee:** The District Student Discipline Committee is a standing  
2 committee that meets on a regularly scheduled basis. The District Student Committee shall be made up of  
3 sixteen (16) members, eight (8) from management, including the chairperson, and eight (8) from labor, with  
4 equal representation for each association representing an affected bargaining unit. The District Student  
5 Discipline Committee shall review the Student Code of Conduct. Any committee recommendations shall be  
6 sent to the Superintendent’s designee and the SPALC Labor/Management Committee by the chairperson.  
7

8 **13.04 – SITE-BASED COMMITTEES:** Support staff that serve on school-based committees represent the  
9 interests of individual worksites, therefore committee members will be elected by the support staff  
10 assigned to that worksite. Committee members will be elected by secret ballot election, to be counted by  
11 the Association’s lead representative for the site and a site-based administrator. The Association’s lead  
12 representative or their designee shall be included on all school-based committees.  
13

14 **(1) School or Site-Based Safety/Security Committee:** The School Safety/Security Committee is a standing  
15 committee that meets on a regularly scheduled basis. The School Safety/Security Committee shall be made  
16 up of no less than four (4) members, two (2) school-based administrators and two (2) members of the  
17 support staff. Committee members may make a written request for an emergency meeting of the School  
18 Safety/Security Committee. Written requests for an emergency meeting should specify the reason for the  
19 request and should include the Safety & Security Department. Requests must be responded to within 5  
20 days.  
21

22 **13.05 – WAIVER OF CONTRACT LANGUAGE**  
23

24 **(1) Request:** The Instructional Leadership Committee at any site may request a waiver of contract  
25 language in Article 5 (General Employment Practices), Article 6 (Working Conditions), and Article 7 (Work  
26 Schedule). All other articles shall not be altered, modified, or deviated from without the express written  
27 consent of SPALC and the District. Any alteration, modification, or deviation shall be memorialized in a  
28 Memorandum of Understanding. Requests for a waiver of contract language shall be made to the SPALC  
29 Labor/Management Committee.  
30

31 **(2) Process:** Requests for a waiver of contract language require that administration at the site allow all  
32 support staff the opportunity to review the request, discuss the request, and vote by secret ballot.  
33 Administration and an Association representative shall count the ballots together and at least 80% of the  
34 support staff assigned to the site must vote in favor of submitting the request for review by the SPALC  
35 Labor/Management Committee. Approval of the request may be subject to Board approval.  
36

## ARTICLE 14 –PROFESSIONAL DEVELOPMENT

1 **14.01 – PLANNING:** The District and the Association agree that a highly skilled workforce is needed to  
2 ensure each student reaches their highest potential. Regular professional development is an important part  
3 of building and maintaining a successful workforce. Planning of professional development will focus on an  
4 assessment of employee and workforce needs, the availability of resources, and will be based on the  
5 following:  
6

7 **(1) Legal Compliance:** In accordance with Florida Statute 1012.98, the District must develop and submit a  
8 Master In-service Plan (MIP) annually to the Florida Department of Education (FL DOE). Professional  
9 development must be job related, aligned with the District’s requirements for workforce development and  
10 succession planning, and support the maintenance of required certifications and licensure.  
11

12 **(2) Student Need:** Professional Development will work with Academic Services to develop a plan that  
13 supports District requirements based upon trends in student data, trends in employee performance  
14 evaluations, and other feedback provided as part of the participatory decision-making process.  
15

16 **(3) Employee Need:** Professional Development will conduct an annual survey of employee interests related  
17 to professional development. Weekly advertisements of professional development opportunities will be  
18 sent to all District employees via District email.  
19

20 **14.02 - LEARNING:** Professional development will be designed based upon research into best practices  
21 and will rely upon evidence-based approaches to instruction, in accordance with the Florida Professional  
22 Development Standards and the District’s MIP. Multiple instructional formats and methods will be utilized  
23 to differentiate instruction based upon the unique needs of individual learners.  
24

25 **(1) Organizational Onboarding:** Professional development will be provided to all new employees in the  
26 form of a Welcome Aboard training and New Employee Orientation (NEO). Accomplished Professional  
27 Practices for the Lee County Education System (APPLES) training will be offered to all newly hired  
28 instructional staff, however instructional staff with verified work experience will have the opportunity to  
29 waive this requirement, with approval from their site-based administrator, upon the completion of required  
30 APPLES professional development courses.  
31

32 **(2) Mandatory Training and Safety Requirements:** All employees are required to complete annual  
33 training related to protection of the health, safety, and welfare of students and staff. Additional mandatory  
34 training may be required based upon a stated need by Professional Development or administrator  
35 recommendation.  
36

37 **(3) Instructional Support:** School and district-based administrators will collaborate to provide professional  
38 development that serves as a support for the instruction of students. Professional Learning Communities  
39 (PLCs) may be utilized to support instructional effectiveness.  
40

41 **(4) Promotion and Advancement:** Professional development will be utilized to support employees  
42 interested in promotion and advancement or in the realization of other professional or career related goals  
43 in a K-12 educational setting.  
44

45 **(5) Outside Professional Development:** The District recognizes the widespread availability of professional  
46 development opportunities offered by organizations outside of the District and will honor its commitment

1 to support education professionals as life-long learners. Employees may submit a request for in-service  
2 credit for professional development completed within the current fiscal year. Professional Development will  
3 assess the recency and relevance of outside professional development to assure alignment with District  
4 standards before approving or denying requests.

5  
6 **14.03 - IMPLEMENTING:** Professional development will be focused on the delivery of job embedded  
7 training opportunities, including mentoring and other flexible training opportunities, and will be responsive  
8 to student and employee needs.

9  
10 **(1) School or site-based Support:** Professional Development will aid in the identification of a School or  
11 Site-based In-service Representative (SIR) and an APPLES administrator to guide and support the  
12 implementation of professional development. Mentors will be required to complete a clinical educator  
13 training program or equivalent course work to ensure that they are prepared to support other employees.

14  
15 **(2) Coursework:** Professional development identified as part of the District's MIP will include online and  
16 on-demand options to support remote work and distance learning. Courses that require in person  
17 attendance of participation may be required, but virtual training opportunities will be provided whenever  
18 possible.

19  
20 **(3) Scheduling:** Professional development will be scheduled based upon employee input and will seek to  
21 reduce the need for disruptions to the educational environment, including limiting the need for employee  
22 absence during instructional hours and the need for employees to attend to professional development  
23 outside of regularly scheduled work hours. Professional development may be scheduled for the summer  
24 break, Thanksgiving break, winter break, or spring break. Professional development may be scheduled for  
25 afternoons, evenings, or weekends. Professional development may be scheduled during the pre-school  
26 week and on designated early dismissal days as established by the District Calendar Committee. Professional  
27 development may be scheduled during PLCs, if requested by the employee members of the PLC.

28  
29 **14.04 - EVALUATING:** Professional Development will utilize pre-course and post-course assessments to  
30 measure the effectiveness of professional development. Employees may be required to complete a post-  
31 course evaluation survey in order to ensure adequate employee feedback. Cyber security measures,  
32 including but not limited to electronic sign-in and passkeys, may be utilized to ensure the integrity of  
33 professional development systems.

34  
35 **(1) Records:** In-service records will be maintained and will be available to employees and their immediate  
36 supervisors for review. Professional development will routinely audit courses and records to assess course  
37 content, the availability of professional development opportunities, and course completion data.

## ARTICLE 15 – DURATION AND ACCEPTANCE

1 **15.01 – EFFECTIVE:** Following ratification by the bargaining unit, this Agreement shall be effective the day  
2 after ratification by the Board.

3  
4 **15.02 – SCOPE:** The parties acknowledge that during the negotiations that resulted in this Agreement,  
5 each had the unlimited right and opportunity to make demands and proposals with respect to any subject  
6 or matter not removed by law from the area of collective bargaining. The parties acknowledge that the  
7 understandings and agreements arrived at, after exercise of that right and opportunity, are set forth and  
8 solely embodied in this Agreement. The parties agree, therefore, that they shall not be obligated to  
9 negotiate or bargain collectively with respect to any subject or matter whether referred to herein or  
10 not except as otherwise specifically required in this Agreement, even though such objects or matters  
11 may not have been within the knowledge or contemplation of either or both of the parties at the time they  
12 negotiated or signed this Agreement.

13  
14 **15.03 – DURATION:** The duration of this agreement is three (3) years: FY24 (2023-2024  
15 school year), FY25 (2024-2025 school year), and FY26 (2025-2026 school year).

16  
17 **(1) Re-opener:** The parties agree to commence negotiations of a re-opener no later than March 31, 2024.

18  
19 **(2) Successor Agreement:** The parties agree to commence negotiations for a successor agreement no later  
20 than June 30, 2025.

21  
22 **(3) Windfall or Shortfall:** If state funding is inadequate or in excess of the funding necessary to account  
23 for the fiscal impact of this agreement, the parties agree to an emergency re-opener to negotiate impact.  
24 Articles will be reopened, as appropriate, so that the impact of any windfall or shortfall in District funding  
25 may be negotiated and appropriate increases or decreases may be discussed. The parties agree to  
26 commence negotiations upon written request of either party to re-open due to a windfall or shortfall.

27  
28 **15.04 – MODIFICATION:** The terms and conditions of this Agreement may be altered or modified  
29 only through the voluntary mutual consent of the Parties in a written and ratified amendment.

30  
31 **15.05 – SEVERABILITY:** If any article of this Agreement is declared illegal by a court of competent  
32 jurisdiction, or as a result of a change in state or federal law, the Parties shall meet as soon as practicable  
33 to modify the article to the extent necessary to bring it into legal compliance. The remaining articles  
34 shall remain in full force and effect for the duration of this Agreement.

35  
36 **15.06 – EXPIRATION:** This Agreement, together with all the terms, conditions and effects thereof,  
37 shall expire on June 30, 2026, and in no event shall any other articles contravene the expiration of this  
38 Agreement.

**FY24 (2023-2024 school year), FY25 (2024-2025 school year), and FY26 (2025-2026 school year) SPALC Collective Bargaining Agreement.**

This agreement between the School District of Lee County and the Support Personnel Association of Lee County is signed and effective this 7<sup>th</sup> day of November 2023.

**The Support Personnel Association  
of Lee County**

  
Arlease Williams  
President

11/7/23  
Date

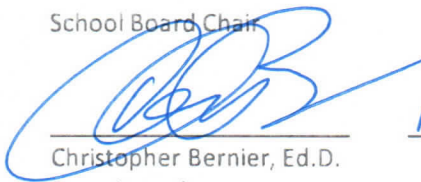
  
Lois Dubay  
Chief Negotiator

11/7/23  
Date

**The School District of Lee County**

  
Armor Persons  
School Board Chair

11/8/23  
Date

  
Christopher Bernier, Ed.D.  
Superintendent

11/8/2023  
Date

  
Robert Dodig, J.D.  
Chief Negotiator

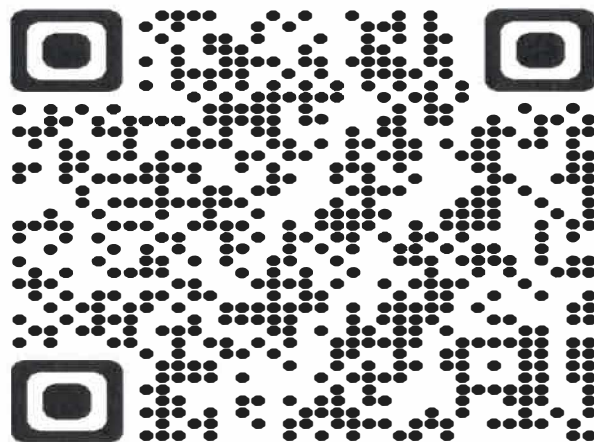
11/7/23  
Date

**APPROVED**  
**NOV 07 2023**  
**SCHOOL BOARD OF**  
**LEE COUNTY**



*Support Personnel Association of Lee County*  
*Support Personnel Make the Difference in Our Schools*

Scan to join SPALC, YOUR  
professional organization, today!





THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA  
GRIEVANCE REPORT FORM

Grievant(s): \_\_\_\_\_

EE ID #: \_\_\_\_\_

School/Department: \_\_\_\_\_

LOC #: \_\_\_\_\_

Job Title/Position: \_\_\_\_\_

JDE #: \_\_\_\_\_

Bargaining Unit: SPALC or TALC

Action: \_\_\_\_/\_\_\_\_/\_\_\_\_

Supervisor: \_\_\_\_\_

Filed: \_\_\_\_/\_\_\_\_/\_\_\_\_

Representative: \_\_\_\_\_

Hearing: \_\_\_\_/\_\_\_\_/\_\_\_\_

Level: Informal Formal (Level I) Formal (Level II) Formal (Level III)

Statement of Fact(s):

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

CBA Article(s) Grievated:

\_\_\_\_\_

Impact Statement:

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

Relief Sought:

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

Disposition:

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

\_\_\_\_\_  
Immediate Supervisor or Superintendent's Designee

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date of Response

CC: Immediate Supervisor  
Superintendent  
Legal Services  
Grievance File

## SUPPORT POSITIONS

Position	JDE	Work Year	Pay Grade	Market Rate	Last Action
<b>ACADEMIC SERVICES</b>					
Assistant, Clinic	A-11.05	190	-	\$16.20	06/12/2023
Assistant, Speech-Language Pathology	S-12.01	187	-	\$23.38	06/27/2023
Attendant, Cafeteria	A-11.03	187	4	-	06/13/2023
Attendant, Child Care	C-8.01	187	-	\$16.20	06/13/2023
Brailleist	H-11.07	187	-	\$19.28	06/13/2023
Enviromental Education Support	H-11.01	187	6	-	06/13/2023
Interpreter (Deaf and Hard of Hearing)	H-11.03	187	-	\$24.40	06/13/2023
Instructional Support	A-11.02	187	-	\$17.01	06/13/2023
Licensed Practical Nurse	N-1.02	187	-	\$23.25	06/13/2023
Specialist, Early Childhood (Senior) <i>(No new hires in this category after FY08)</i>	P-1.01	196	-	\$25.12	06/28/2022
Specialist, Early Childhood	P-1.04	196	-	\$21.08	06/27/2023
Specialist, Early Childhood (Family Advocate)	S-8.01	187, 216, 255	6	-	06/27/2023
Specialist, Early Childhood (Family Services) <i>(No new hires in this category effective FY19)</i>	S-8.04	187, 255	6	-	06/27/2023
Specialist, Early Childhood (Parent Educator)	S-11.76	216	6	-	06/27/2023
Specialist, Enrollment (District)	S-11.52	255	6	-	06/27/2023
Specialist, Family-Community Engagement	S-11.43	187	6	-	06/27/2023
Specialist, Information (Elementary)	S-11.28	216, 255	-	\$16.60	05/23/2023
Specialist, Information (Secondary)	S-11.29	216, 255	-	\$17.07	05/23/2023
Specialist, Job Coach	S-11.45	187	5	-	06/27/2023
Specialist, ESOL Compliance	S-11.74	255	6	-	06/27/2023
Specialist, Student Services (Title I and Migrant)	S-11.64	187	6	-	02/23/2021
Specialist, Support	S-11.30	216, 255	5	-	06/27/2023
Technician, Registered Behavior	H-11.09	187	6	-	06/13/2023
Technician, Social Communication <i>(No new hires in this category effective FY19)</i>	H-11.11	187	-	\$17.98	06/28/2022
<b>BUSINESS SERVICES</b>					
Analyst, Procurement Services	A-6.02	255	7	-	06/13/2023
Assistant Supervisor, Mail, Shipping, and Receiving	A-11.46	255	5	-	06/13/2023
Assistant Supervisor, Printing	A-11.47	255	-	\$23.28	09/06/2023
Bookkeeper	B-1.01	216, 255	6	-	05/23/2023
Clerk, Inventory	C-11.03	255	-	\$17.93	06/13/2023
Courier	C-52.01	196, 255	-	\$16.20	06/13/2023
Operator, Snack Bar	O-1.06	255	-	\$16.20	06/13/2023
Printer	P-17.01	255	-	\$18.88	06/27/2023
Specialist, Accounting	C-11.07	255	-	\$19.39	06/13/2023
Specialist, Accounting (Senior)	S-11.14	255	-	\$21.23	06/27/2023
Specialist, Bindery	O-1.11	255	-	\$16.20	06/13/2023
Specialist, Bindery (Senior)	O-1.12	255	-	\$17.37	06/13/2023
Specialist, Inventory	S-11.01	255	6	-	06/27/2023
Specialist, Inventory (Senior)	S-11.13	255	-	\$19.63	06/27/2023
Specialist, Procurement Services	S-11.32	255	5	-	06/27/2023
<b>COMMUNICATIONS</b>					
Specialist, Multimedia Communications	S-11.12	255	6	-	02/23/2021
Specialist, Multimedia Promotions	V-2.01	255	6	-	02/23/2021
<b>FOOD AND NUTRITION SERVICES</b>					
Assistant Manager, Food and Nutrition Services	A-31.01	196	-	\$17.97	06/13/2023
Assistant Manager, Environmental Education and School Garden	A-31.02	196	-	\$17.97	02/09/2021
Manager, Food and Nutrition Services (Intern)	M-1.03	196	-	\$17.97	06/13/2023
Worker, Food and Nutrition Services	F-1.04	190	-	\$16.20	06/13/2023
Worker, Food and Nutrition Services (Traveling)	F-1.05	190	-	\$16.20	06/13/2023
<b>INFORMATION SYSTEMS</b>					

Specialist, Technical Support	S-11.21	255	9	-	05/23/2023
Technician, Field Support	T-6.15	255	10	-	12/14/2022
<b>MAINTENANCE SERVICES</b>					
Assistant Supervisor, Maintenance (Crafts)	A-46.03	255	-	\$28.40	06/27/2023
Assistant Supervisor, Maintenance (Electrical/Electronics)	A-46.04	255	-	\$31.47	06/27/2023
Assistant Supervisor, Maintenance (Grounds)	A-46.09	255	-	\$18.52	06/27/2023
Assistant Supervisor, Maintenance (Heating, Ventilation, and Air Conditioning)	A-46.05	255	-	\$32.02	06/27/2023
Assistant Supervisor, Maintenance (Indoor Air Quality and Food Service Equipment)	A-46.06	255	-	\$32.95	06/27/2023
Assistant Supervisor, Maintenance (Painting)	A-46.07	255	-	\$24.81	06/27/2023
Assistant Supervisor, Maintenance (Plumbing)	A-46.08	255	-	\$32.56	06/27/2023
Assistant Supervisor, Maintenance (Sites)	A-46.10	255	-	\$18.52	06/27/2023
Carpenter	C-56.03	255	-	\$22.04	06/27/2023
Electrician	C-56.04	255	-	\$24.41	06/27/2023
Glazier	C-56.06	255	-	\$20.01	06/27/2023
Helper, Electrician	C-56.27	255	-	\$17.37	09/06/2023
Helper, Mechanic, HVAC and Refrigeration	C-56.28	255	-	\$17.37	09/06/2023
Locksmith	C-56.07	255	-	\$22.98	06/27/2023
Mason	C-56.08	255	-	\$22.76	06/27/2023
Mechanic, Generator	M-6.05	255	-	\$29.76	06/27/2023
Mechanic, HVAC, Refrigeration, and Chillwater	C-56.02	255	-	\$25.55	06/27/2023
Mechanic, Refrigeration	C-56.29	255	-	\$23.76	09/06/2023
Millwright/Machinist	C-56.11	255	-	\$22.52	06/27/2023
Operator, Equipment	C-56.26	255	-	\$23.63	06/27/2023
Painter	C-56.14	255	-	\$19.85	06/27/2023
Plumber	C-56.15	255	-	\$25.24	06/27/2023
Roofer	C-56.17	255	-	\$20.03	06/27/2023
Specialist, Documents	S-11.15	255	5	-	06/27/2023
Specialist, Locks and Hardware Systems	S-11.53	255	-	\$25.19	02/23/2021
Specialist, Stock Control	S-11.11	255	5	-	08/22/2023
Specialist, Turf	C-56.22	255	-	\$17.93	05/09/2023
Technician, Chillwater and HVAC	T-6.06	255	-	\$29.26	06/27/2023
Technician, Commercial Food Service Equipment	C-56.24	255	-	\$18.81	06/27/2023
Technician, Electronics (Field Service)	T-6.05	255	-	\$26.74	06/27/2023
Technician, Energy Systems	T-6.08	255	-	\$25.55	06/27/2023
Technician, Pest Control	T-6.02	255	-	\$18.33	06/27/2023
Utility Worker/Trades Helper	C-56.19	255	-	\$ 16.20	06/27/2023
Welder/Sheetmetal Fabricator	C-56.21	255	-	\$22.33	06/27/2023
Worker, Sites	S-6.01	255	-	\$ 16.20	06/27/2023
<b>OPERATIONS</b>					
Custodian	C-61.01	255	-	\$16.20	06/27/2023
Head Custodian	C-61.02	255	-	\$18.01	06/27/2023
<b>SAFETY AND SECURITY</b>					
Attendant, Safety and Security	A-11.04	187	-	\$16.20	06/27/2023
Specialist, Safety and Security	S-11.54	187, 255	-	\$16.20	06/27/2023
Technician, Security and Video Surveillance	T-6.17	255	8	-	06/27/2023
Technician, Service (Fire Equipment)	C-56.05	255	-	\$21.22	06/27/2023
<b>SECRETARIAL/CLERICAL</b>					
Clerk Specialist	C-16.01	255	-	\$16.95	06/27/2023
Clerk Typist	C-21.01	196, 216, 255	-	\$16.53	06/27/2023
Receptionist	R-1.01	255	-	\$16.20	06/27/2023
Secretary	S-1.02	206, 216, 255	5	-	06/27/2023
Secretary (School)	S-1.08	216, 255	5	-	06/27/2023
<b>TRANSPORTATION SERVICES</b>					
Clerk, Transportation (Stockroom)	C-11.10	255	-	\$17.93	02/09/2021
Dispatcher, Transportation Services	D-2.01	216, 255	7	-	06/27/2023
Mechanic	M-6.02	255	-	\$23.70	06/27/2023
Mechanic (Service)	M-6.03	255	-	\$19.90	06/27/2023

Operator, School Bus	D-26.02	186	-	\$18.90	06/27/2023
Specialist, Transportation (Automation)	S-11.06	255	8	-	02/23/2021
Specialist, Transportation (Data)	S-11.31	255	5	-	06/27/2023
Specialist, Transportation (Routes)	S-11.09	255	-	\$19.80	02/23/2021
Trainer, Transportation (Safety)	T-16.02	186	7	-	06/27/2023
Transportation Support	A-11.01	186	3	-	06/27/2023

## SPALC UNIFORM AND SHOE SCHEDULE

Position	JDE	Uniforms P=Purchased L=Leased	Shoes S=Safety Shoes
Assistant Manager, Food and Nutrition Services	A-31.01	P	Sx2
Assistant Manager, Healthy Living Lab	A-31.02	P	Sx2
Assistant Supervisor, Mail, Shipping, and Receiving	A-11.46	P	-
Assistant Supervisor, Printing	A-11.47	P	-
Assistant Supervisor, Maintenance (Crafts)	A-46.03	P	S
Assistant Supervisor, Maintenance (Electrical/Electronics)	A-46.04	P	S
Assistant Supervisor, Maintenance (Grounds)	A-46.09	P	S
Assistant Supervisor, Maintenance (HVAC)	A-46.05	L	S
Assistant Supervisor, Maintenance (Indoor Air Quality and Food Service Equipment)	A-46.06	P	S
Assistant Supervisor, Maintenance (Painting)	A-46.07	L	S
Assistant Supervisor, Maintenance (Plumbing)	A-46.08	L	S
Assistant Supervisor, Maintenance (Sites)	A-46.10	P	S
Attendant, Safety and Security	A-11.04	P	-
Attendant, School Bus	A-11.01	P	-
Carpenter	C-56.03	P	S
Clerk, Transportation (Stockroom)	C-11.10	L	S
Courier	C-52.01	P	-
Custodian	C-61.01	P	-
Electrician	C-56.04	P	S
Glazier	C-56.06	P	S
Head Custodian	C-61.02	P	-
Helper, Electrician	C-56.27	P	S
Helper, Mechanic, HVAC and Refrigeration	C-56.28	P	S
Locksmith	C-56.07	P	S
Manager, Food and Nutrition Services (Intern)	M-1.03	P	Sx2
Mason	C-56.08	L	S
Mechanic	M-6.02	L	S
Mechanic, Generator	M-6.05	L	S
Mechanic, HVAC, Refrigeration, and Chillwater	C-56.02	L	S
Mechanic, Refrigeration	C-56.29	L	S
Mechanic (Service)	M-6.03	L	S
Millwright/Machinist	C-56.11	L	S
Monitor, School Bus	A-11.06	P	-
Operator, Equipment	C-56.26	L	S
Operator, School Bus	D-26.02	P	-
Operator, Snack Bar	O-1.06	P	S
Painter	C-56.14	L	S

Plumber	C-56.15	L	S
Printer	P-17.01	P	S
Roofer	C-56.17	P	S
Specialist, Bindery	O-1.11	P	-
Specialist, Bindery (Senior)	O-1.12	P	-
Specialist, Locks and Hardware Systems	S-11.53	P	S
Specialist, Safety and Security	S-11.54	P	-
Specialist, Stock Control	S-11.11	P	S
Specialist, Turf	C-56.22	L	S
Technician, Chillwater and HVAC	T-6.06	L	S
Technician, Commercial Food Service Equipment	C-56.24	L	S
Technician, Electronics (Field Service)	T-6.05	P	S
Technician, Energy Systems	T-6.08	P	S
Technician, Field Support	T-6.15	P	-
Technician, Pest Control	T-6.02	P	S
Technician, Security and Video Surveillance	T-6.17	P	S
Technician, Service (Fire Equipment)	C-56.05	P	S
Trainer, Transportation (Safety)	T-16.02	P	-
Utility Worker/Trades Helper	C-56.19	L	S
Welder/Sheetmetal Fabricator	C-56.21	L	S
Worker, Food and Nutrition Services	F-1.04	P	Sx2
Worker, Food and Nutrition Services (Traveling)	F-1.05	P	Sx2
Worker, Sites	S-6.01	P	S

## SPALC LUNCH PERIOD

Position	JDE	Scheduled Hours	Worked Hour	Lunch Period	Total Paid Hours
<b>ACADEMIC SERVICES</b>					
Assistant, Clinic	A-11.05	7.0	6.5	0.5	Paid 7.0
Assistant, Speech-Language Pathology	S-12.01	7.0	6.5	0.5	Paid 7.0
Attendant, Cafeteria	A-11.03	7.0	6.5	0.5	Paid 7.0
Attendant, Child Care	C-8.01	7.0	6.5	0.5	Paid 7.0
Braillist	H-11.07	7.0	6.5	0.5	Paid 7.0
Environmental Education Support	H-11.01	7.0	6.5	0.5	Paid 7.0
Interpreter (Deaf and Hard of Hearing)	H-11.03	7.0	6.5	0.5	Paid 7.0
Instructional Support	A-11.02	7.0	6.5	0.5	Paid 7.0
Licensed Practical Nurse	N-1.02	8.0	7.5	0.5	Paid 8.0
Specialist, Early Childhood	P-1.04	7.0	6.5	0.5	Paid 7.0
Specialist, Early Childhood (Senior)	P-1.01	7.0	6.5	0.5	Paid 7.0
Specialist, Early Childhood (Family Advocate)	S-8.01	8.0	7.5	0.5	Paid 8.0
Specialist, Early Childhood (Family Services)	S-8.04	8.0	7.5	0.5	Paid 8.0
Specialist, Early Childhood (Parent Educator)	S-11.76	8.0	7.5	0.5	Paid 8.0
Specialist, Enrollment (District)	S-11.52	8.0	7.5	0.5	Paid 8.0
Specialist, Family-Community Engagement	S-11.43	8.0	7.5	0.5	Paid 8.0
Specialist, Information (Elementary)	S-11.28	8.0	7.5	0.5	Paid 8.0
Specialist, Information (Secondary)	S-11.29	8.0	7.5	0.5	Paid 8.0
Specialist, Job Coach	S-11.45	7.0	6.5	0.5	Paid 7.0
Specialist, Student Services (ESOL Compliance)	S-11.74	8.0	7.5	0.5	Paid 8.0
Specialist, Student Services (Title I and Migrant)	S-11.64	8.0	7.5	0.5	Paid 8.0
Specialist, Support	S-11.30	8.0	7.5	0.5	Paid 8.0
Technician, Registered Behavior	H-11.09	7.0	6.5	0.5	Paid 7.0
Technician, Social Communication	H-11.11	7.0	6.5	0.5	Paid 7.0
<b>BUSINESS SERVICES</b>					
Analyst, Procurement Services	A-6.02	8.0	7.5	0.5	Paid 8.0
Assistant Supervisor, Mail, Shipping, and Receiving	A-11.46	8.0	7.5	0.5	Paid 8.0
Assistant Supervisor, Printing	A-11.47	8.0	7.5	0.5	Paid 8.0
Bookkeeper	B-1.01	8.0	7.5	0.5	Paid 8.0
Clerk, Inventory	C-11.03	8.0	7.5	0.5	Paid 8.0
Courier	C-52.01	8.0	7.5	0.5	Paid 8.0
Operator, Snack Bar	O-1.06	8.0	7.5	0.5	Paid 8.0
Printer	P-17.01	8.0	7.5	0.5	Paid 8.0
Specialist, Accounting	C-11.07	8.0	7.5	0.5	Paid 8.0
Specialist, Accounting (Senior)	S-11.14	8.0	7.5	0.5	Paid 8.0
Specialist, Bindery	O-1.11	8.0	7.5	0.5	Paid 8.0
Specialist, Bindery (Senior)	O-1.12	8.0	7.5	0.5	Paid 8.0
Specialist, Inventory	S-11.01	8.0	7.5	0.5	Paid 8.0
Specialist, Procurement Services	S-11.32	8.0	7.5	0.5	Paid 8.0
<b>COMMUNICATIONS</b>					
Specialist, Multimedia Communications	S-11.12	8.0	7.5	0.5	Paid 8.0
Specialist, Multimedia Promotions	V-2.01	8.0	7.5	0.5	Paid 8.0
<b>FOOD AND NUTRITION SERVICES</b>					
Assistant Manager, Food and Nutrition Services	A-31.01	8.0	7.5	0.5	Paid 8.0
Assistant Manager, Environmental Education and School Garden	A-31.02	8.0	7.5	0.5	Paid 8.0
Manager, Food and Nutrition Services (Intern)	M-1.03	7.0	6.5	0.5	Paid 7.0
		2.0	2.0	N/A	N/A 2.0
		4.0	4.0	N/A	N/A 4.0

Worker, Food and Nutrition Services	F-1.04	5.0	4.5	0.5	Paid	5.0
		6.0	5.5	0.5	Paid	6.0
		7.0	6.5	0.5	Paid	7.0
Worker, Food and Nutrition Services (Traveling)	F-1.05	6.0	5.5	0.5	Paid	6.0
		6.5	6.0	0.5	Paid	6.5
<b>INFORMATION SYSTEMS</b>						
Specialist, Technical Support	S-11.21	8.0	7.5	0.5	Paid	8.0
Technician, Field Support	T-6.15	8.0	7.5	0.5	Paid	8.0
<b>MAINTENANCE SERVICES</b>						
Assistant Supervisor, Maintenance (Crafts)	A-46.03	8.0	7.5	0.5	Paid	8.0
Assistant Supervisor, Maintenance (Electrical/Electronics)	A-46.04	8.0	7.5	0.5	Paid	8.0
Assistant Supervisor, Maintenance (Grounds)	A-46.09	8.0	7.5	0.5	Paid	8.0
Assistant Supervisor, Maintenance (Heating, Ventilation, and Air Conditioning)	A-46.05	8.0	7.5	0.5	Paid	8.0
Assistant Supervisor, Maintenance (Indoor Air Quality and Food Service Equipment)	A-46.06	8.0	7.5	0.5	Paid	8.0
Assistant Supervisor, Maintenance (Painting)	A-46.07	8.0	7.5	0.5	Paid	8.0
Assistant Supervisor, Maintenance (Plumbing)	A-46.08	8.0	7.5	0.5	Paid	8.0
Assistant Supervisor, Maintenance (Sites)	A-46.10	8.0	7.5	0.5	Paid	8.0
Carpenter	C-56.03	8.0	7.5	0.5	Paid	8.0
Electrician	C-56.04	8.0	7.5	0.5	Paid	8.0
Glazier	C-56.06	8.0	7.5	0.5	Paid	8.0
Helper, Electrician	C-56.27	8.0	7.5	0.5	Paid	8.0
Helper, Maintenance	C-56.19	8.0	7.5	0.5	Paid	8.0
Helper, Mechanic HVAC and Refrigeration	C-56.28	8.0	7.5	0.5	Paid	8.0
Locksmith	C-56.07	8.0	7.5	0.5	Paid	8.0
Mason	C-56.08	8.0	7.5	0.5	Paid	8.0
Mechanic, Generator	M-6.05	8.0	7.5	0.5	Paid	8.0
Mechanic, HVAC, Refrigeration, and Chillwater	C-56.02	8.0	7.5	0.5	Paid	8.0
Mechanic, Refrigeration	C-56.29	8.0	7.5	0.5	Paid	8.0
Millwright/Machinist	C-56.11	8.0	7.5	0.5	Paid	8.0
Operator, Equipment	C-56.26	8.0	7.5	0.5	Paid	8.0
Painter	C-56.14	8.0	7.5	0.5	Paid	8.0
Plumber	C-56.15	8.0	7.5	0.5	Paid	8.0
Roofer	C-56.17	8.0	7.5	0.5	Paid	8.0
Specialist, Documents	S-11.15	8.0	7.5	0.5	Paid	8.0
Specialist, Locks and Hardware Systems	S-11.53	8.0	7.5	0.5	Paid	8.0
Specialist, Stock Control	S-11.11	8.0	7.5	0.5	Paid	8.0
Specialist, Turf	C-56.22	8.0	7.5	0.5	Paid	8.0
Technician, Chillwater and HVAC	T-6.06	8.0	7.5	0.5	Paid	8.0
Technician, Commercial Food Service Equipment	C-56.24	8.0	7.5	0.5	Paid	8.0
Technician, Electronics (Field Service)	T-6.05	8.0	7.5	0.5	Paid	8.0
Technician, Energy Systems	T-6.08	8.0	7.5	0.5	Paid	8.0
Technician, Pest Control	T-6.02	8.0	7.5	0.5	Paid	8.0
Welder/Sheet Metal Fabricator	C-56.21	8.0	7.5	0.5	Paid	8.0
Worker, Sites	S-6.01	8.0	7.5	0.5	Paid	8.0
<b>OPERATIONS</b>						
Custodian	C-61.01	8.0	7.5	0.5	Paid	8.0
Head Custodian	C-61.02	8.0	7.5	0.5	Paid	8.0
<b>SAFETY AND SECURITY</b>						
Attendant, Safety and Security	A-11.04	7.0	6.5	0.5	Paid	7.0
Specialist, Safety and Security	S-11.54	8.0	7.5	0.5	Paid	8.0
Technician, Security and Video Surveillance	T-6.17	8.0	7.5	0.5	Paid	8.0
Technician, Service (Fire Equipment)	C-56.05	8.0	7.5	0.5	Paid	8.0
<b>SECRETARIAL/CLERICAL</b>						
Clerk Specialist	C-16.01	8.0	7.5	0.5	Paid	8.0



Clerk Typist	C-21.01	8.0	7.5	0.5	Paid	8.0
Receptionist	R-1.01	8.0	7.5	0.5	Paid	8.0
Secretary	S-1.02	8.0	7.5	0.5	Paid	8.0
Secretary (School)	S-1.08	8.0	7.5	0.5	Paid	8.0
<b>TRANSPORTATION SERVICES</b>						
Clerk, Transportation (Stockroom)	C-11.10	8.0	7.5	0.5	Paid	8.0
Dispatcher, Transportation Services	D-2.01	8.0	7.5	0.5	Paid	8.0
Mechanic	M-6.02	8.0	7.5	0.5	Paid	8.0
Mechanic (Service)	M-6.03	8.0	7.5	0.5	Paid	8.0
Operator, School Bus	D-26.02	8.0	8.0	Split Shift	Unpaid	8.0
Specialist, Transportation (Automation)	S-11.06	8.0	7.5	0.5	Paid	8.0
Specialist, Transportation (Data)	S-11.31	8.0	7.5	0.5	Paid	8.0
Specialist, Transportation (Routes)	S-11.09	8.0	7.5	0.5	Paid	8.0
Trainer, Transportation (Safety)	T-16.02	8.0	8.0	Split Shift	Unpaid	8.0
Transportation Support	A-11.01	7.5	7.5	Split Shift	Unpaid	7.5

FY24 SPALC PAY SCALE																
Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 99
3	\$16.20	\$16.20	\$16.20	\$16.20	\$16.20	\$16.20	\$16.20	\$16.20	\$16.58	\$17.03	\$17.49	\$17.95	\$18.45	\$18.93	\$19.45	\$19.99
4	\$16.20	\$16.20	\$16.20	\$16.20	\$16.20	\$16.58	\$17.03	\$17.49	\$17.95	\$18.45	\$18.93	\$19.45	\$19.99	\$20.54	\$21.11	\$21.71
5	\$16.20	\$16.20	\$16.58	\$17.03	\$17.49	\$17.95	\$18.45	\$18.93	\$19.45	\$19.99	\$20.54	\$21.11	\$21.71	\$22.30	\$22.91	\$23.55
6	\$17.16	\$17.49	\$17.95	\$18.45	\$18.93	\$19.45	\$19.99	\$20.54	\$21.11	\$21.71	\$22.30	\$22.91	\$23.55	\$24.20	\$24.87	\$25.56
7	\$18.58	\$18.93	\$19.45	\$19.99	\$20.54	\$21.11	\$21.71	\$22.30	\$22.91	\$23.55	\$24.20	\$24.87	\$25.56	\$26.28	\$27.01	\$27.77
8	\$20.14	\$20.54	\$21.11	\$21.71	\$22.30	\$22.91	\$23.55	\$24.20	\$24.87	\$25.56	\$26.28	\$27.01	\$27.77	\$28.54	\$29.34	\$30.18
9	\$21.85	\$22.30	\$22.91	\$23.55	\$24.20	\$24.87	\$25.56	\$26.28	\$27.01	\$27.77	\$28.54	\$29.34	\$30.18	\$31.05	\$31.91	\$32.82
10	\$23.73	\$24.20	\$24.87	\$25.56	\$26.28	\$27.01	\$27.77	\$28.54	\$29.34	\$30.18	\$31.05	\$31.91	\$32.82	\$33.77	\$34.71	\$35.72
11	\$25.77	\$26.28	\$27.01	\$27.77	\$28.54	\$29.34	\$30.18	\$31.05	\$31.91	\$32.82	\$33.77	\$34.71	\$35.72	\$36.73	\$37.76	\$38.87
12	\$28.00	\$28.54	\$29.34	\$30.18	\$31.05	\$31.91	\$32.82	\$33.77	\$34.71	\$35.72	\$36.73	\$37.76	\$38.87	\$39.96	\$41.12	\$42.29

## TEMPORARY REASSIGNMENT MATRIX

1. **Food Services:** For employees in Food Services, the Temporary Reassignment Matrix below will apply.

	Worker	Traveling	Intern	Asst. Manager	Manager
Worker to...	EE Base Rate	1.10 x EE Base Rate	1.30 x EE Base Rate	1.30 x EE Base Rate	1.50 x EE Base Rate
Traveling to...	EE Base Rate	EE Base Rate	1.20 x EE Base Rate	1.20 x EE Base Rate	1.40 x EE Base Rate
Intern to...	EE Base Rate	EE Base Rate	EE Base Rate	EE Base Rate	1.20 x EE Base Rate
Asst. Manager to...	EE Base Rate	EE Base Rate	EE Base Rate	EE Base Rate	1.20 x EE Base Rate

2. **Maintenance:** For employees in Maintenance, the Temporary Reassignment Matrix below will apply. Exceptions to the Matrix are listed below.

	Trade Worker	Asst. Supervisor	Supervisor
Trade Worker to...	EE Base Rate	1.30 x EE Base Rate	1.50 x EE Base Rate
Asst. Supervisor to...	EE Base Rate	EE Base Rate	1.20 x EE Base Rate

**3. Maintenance Exceptions:**

- a. HVAC Mechanic to HVAC Technician: 1.15 x EE Base Rate
- b. Locksmith to Locksmith/Hardware Systems: 1.10 x EE Base Rate
- c. Utility Worker to Trade Worker: Market Rate, as determined by the market Rate Salary Schedule, for the Trade Worker position filled.

**4. Custodial:** For Custodial employees, the Temporary Reassignment Matrix below will apply.

	Custodian	Head Custodian	Building Supervisor
Custodian to...	EE Base Rate	1.30 x EE Base Rate	1.50 x EE Base Rate
Head Custodian to...	EE Base Rate	EE Base Rate	1.20 x EE Base Rate

**5. Other Temporary Reassignments (Not Listed):** For temporary reassignments not listed, the following will apply:

- a. **Market Rate to Market Rate:** Unless otherwise stated, the employee will receive the Market Rate for the position in which duties are performed.
- b. **Market Rate to Grade/Step:** Unless otherwise stated, the employee will receive payment at Step 4 for the Grade of the position in which duties are performed.
- c. **Grade/Step to Grade/Step:** Unless otherwise stated, the employee will receive payment in a manner consistent with Article 5.05(2).
- d. **Grade/Step to Market Rate:** Unless otherwise stated, the employee will receive the Market Rate for the position in which duties are performed.