AGREEMENT

BETWEEN THE

HAMILTON COUNTY

EDUCATION ASSOCIATION

AND THE

THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA

2024-2027

SCHOOL-RELATED PERSONNEL

SCHOOL BOARD AND ADMINISTRATION

Lee Wetherington-Zamora
Superintendent of Schools

Cheryl McCall
Board Member, District 1

Johnny Bullard
Board Chairman, District 4

Sammy McCoy
Board Member, District 5

Gary Godwin
Board Member, District 2

Saul Speights
Board Vice-Chairman, District 3

Douglas and Douglas
Board Attorney

HCEA OFFICERS

Dana Fouraker
President

Mandy Dempsey
Instructional Vice-President

TBA
Non-Instructional Vice-President

Stacie Tolle
Treasurer

Anith Dye
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TABLE OF CONTENTS

PREAMBLE

ARTICLE I
RECOGNITION

ARTICLE II
RIGHTS

ARTICLE III
NEGOTIATIONS PROCEDURES

ARTICLE IV
GRIEVANCE PROCEDURE

ARTICLE V
WORKING CONDITIONS

ARTICLE VI
GENERAL EMPLOYMENT PRACTICES

ARTICLE VII
VACANCIES AND EXTRA COMPENSATION POSITIONS

ARTICLE VIII
EMPLOYEE ASSESSMENT

ARTICLE IX
DISCIPLINARY ACTION

ARTICLE X
LEAVE WITH PAY

ARTICLE XI
UNPAID LEAVE

ARTICLE XII
INSERVICE TRAINING

ARTICLE XIII
EMERGENCY SCHOOL CLOSING

ARTICLE XIV
POLITICAL ACTIVITY

ARTICLE XV
INSURANCE

ARTICLE XVI
SALARY SCHEDULE

ARTICLE XVII
CALENDAR

ARTICLE XVIII
SCHOOL IMPROVEMENT

ARTICLE XIX
MISCELLANEOUS

ARTICLE XX
TERM OF AGREEMENT

SIGNATURE PAGE

ATTACHMENT A
OFFICIAL GRIEVANCE FORM

SRP ADDITIONAL COMPENSATION

GENERAL PROVISIONS

PREAMBLE

THIS AGREEMENT has been entered into this 8th day of October, 2024, by and between the Hamilton County School Board, hereafter called the "Board" and the Hamilton County Education Association, a registered organization, hereinafter called the "Association", for the school years 2024-2027.

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative for the unit as defined by the Florida Public Employees Relation Commission in the Order entered in Case Number RC-90-037, (Certificate No. 935) issued to the Association February 11, 1991. The definition of this unit is as follows:

Included: All full-time and regular part-time school related employees employed by the Hamilton County School Board on a yearly or an hourly basis, including those in the following classifications: Special Assistant I - Food Service, General Assistant I - Food Service, Deliveryman (Special Assistant) - Food Service, Bus Driver, Parts Manager, Transportation Mechanic Helper, Lead Mechanic, Transportation Service Manager/ Mechanic, Tradesmen, Painter, Carpenter/Painter, General Maintenance Repairman, Custodian, Head Custodian, Secretary, Secretary II, Secretary III, Clerk/Typist, Computer Programmer/Trainer/Operator, Teacher Assistant, Exceptional Student Bus Assistant, Exceptional Student Classroom Assistant, Bus Driver Assistant, and School Nurse (LPN).

Excluded: All managerial employees; all confidential employees including Fiscal Assistants, Secretary to Superintendent, Secretary to Director of Administrative Services, Secretary to Director of Business Services, Secretary to Director of Instructional Services, and Principals' personal Secretaries, Computer Programmer, and Payroll Clerk (Payroll Specialist); all employees possessing a supervisory conflict of interest including Maintenance Engineers (Shop Foreman and Electrical), Construction Engineer, Food Service Managers, and Registered Nurses; all certificated employees; and all other employees of the Hamilton County School Board.

B. Should another group challenge the Association as a bargaining unit, the rules and regulations of PERC shall apply and be followed.

C. All new positions approved by the Board will include a designation as to whether the position is included or excluded in the unit. Should the Association disagree with the designation, the Association will have the right to object to the designation in writing to the Superintendent stating the reason for the objection.

The Superintendent shall respond within ten (10) working days. In the event of a disagreement on the issue of any specific position, the Board shall be petitioned for a ruling on the inclusion or exclusion of the position. Any person placed in a contested position shall upon a ruling by the Board for inclusion in the bargaining unit receive all rights granted under this Agreement from the time of employment.

ARTICLE II
RIGHTS

ASSOCIATION RIGHTS:

A. The Board agrees to furnish to the Association, at the time copying for other bodies, two copies of pertinent information, financial resources and conditions of the School District of Hamilton County, including such items as:

1. Annual financial reports
2. Monthly financial reports
3. Budgetary amendments
4. District Directory
5. Tentative annual budgetary proposals upon presentation to the Board
6. Federal and state program requirements and guidelines for allocations
7. Agendas and minutes of Board meetings
8. Financial statements after presentation to the Board
9. Names and addresses of all persons employed by the Hamilton County School Board, salaries, rank, certification, and years of experience
10. Copies of FTE Reports at each FTE survey

The Association will reimburse the School District the cost of the printing of such documents as charged the district by the company owning the machines.

B. The Association shall have the right to use teacher mailboxes and/or the electronic counterpart for communicating to employees legitimate association business, distributing legitimate association business, or distributing legitimate association literature or ballots to teachers before or after duty hours by the building representative. Email will be used for information and announcements, not for membership recruitment. A copy shall be given to the principal at the same time. The rights guaranteed herein shall not be granted to any other employee organization.

C. The Association shall have the right to share existing board space in the schools for matters concerning official or legitimate Association business. The Association president or building representative and the principal will sign the articles.

D. The Association shall have the right to use school buildings as other non-school groups.

E. The parties agree that under current Florida law the language in Article II Section E below is null and void. Should the law change and permit the School Board to allow union dues payroll deductions, the parties will meet to negotiate the language or modify as the law requires.

F. The department head/designee shall permit employee/non-employee agents of the Association reasonable access to work locations provided that (1) prior notification to the department head/designee shall first be given and (2) Association business with employees

shall be restricted to employee non-duty time (lunch, break, or before and after work hours) unless specifically permitted by the department head/designee.

G. Upon prior written notification the Superintendent shall grant the Association President or designee up to ten (10) professional release days to conduct Union related activities. If such leave days are taken during regular student contact time, the Union will reimburse the District for the cost of a substitute to relieve the Association President or designee. The Professional days will not carry over from one fiscal year to another. The Professional leave granted does not include per diem, travel or subsistence expense. The days are to be coordinated with the school principal for the mutual benefit of the Association and the District. Such leave will not conflict with school testing days nor create a disruption in the school's educational programs.

EMPLOYEE RIGHTS:

A. Employees shall have the right to self-organization; to form, join, or assist labor unions or labor organizations; to bargain collectively through representatives of their own choosing; and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection; or the employees have the right to refrain from such activities.

B. Employees shall have the right to maintain their own private and personal lives and activities, but subject to all provisions of laws and statutes of the State of Florida.

C. At the request of the employees, they shall have the right to have deducted from their salary, medical hospitalization insurance, annuities, and other deductions as approved by the Board. Additionally, beginning with the 1994-95 fiscal year, the Board shall provide one payroll deduction slot to be used for PESCO services provided 10% of union members authorize payroll deduction for these services. The deduction authorization must be in the District Office by the monthly payroll due date. The deductions will be made in ten (10) payments.

Employee participation in charitable drives is voluntary.

D. Employees will be given notice of tentative assignments and schedules no later than August 1. The employee has a duty to notify the principal/supervisor of unavoidable needs to be away from duty for medical/personal appointments as soon as known but at least one day prior to the appointment. Habitual neglect of this duty, excluding extenuating circumstances, will result in progressive disciplinary action as appropriate.

BOARD RIGHTS:

If this Agreement does not contain in its written provisions benefits, privileges or duties previously regarded as part of Board policies, said benefits, privileges or duties shall not be binding on the School Board.

ARTICLE III
NEGOTIATION PROCEDURES

A. The Board's negotiating committee and the Association's negotiating committee will meet by mutual consent during the regular work year at a time convenient to both parties for the purpose of reviewing the administration of the Agreement and to attempt to resolve problems that may arise.

B. Negotiations for the reopeners of the contract shall be initiated on or about May 1.

ARTICLE IV
GRIEVANCE PROCEDURE

Section 1: Definition

A grievance is defined as a violation of a specific article or section of this Agreement.

An employee who is a member of the unit may present his/her grievance to the Board or its designated representative and to have the grievance adjusted without the intervention of the Association or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement. Grievances will be presented in the following steps:

Section 2: Procedure

Step One:

Informal-Building Level. Within ten (10) working days of time a grievance occurs, the grievant will present the grievance to his/her principal/supervisor at such time as mutually agreed upon by the employee grieving and the principal/supervisor. In case of action by either party, which is unknown at the time of such action, the action may be grieved when it is known. The grievant must provide proof that he/she had no knowledge of the action at the time it occurred. Within five (5) working days after presentation of the grievance, the principal/supervisor shall give his/her answer to the employee.

Step Two:

Formal-Superintendent Level. If the grievance is not resolved in Step One, the employee or the Association representative may, within five (5) working days of receipt of principal's/supervisor's answer, submit to the Superintendent a written "Official Grievance Form" (See Attachment B) signed by the employee. A copy shall be given to the principal involved at the same time. The "Official Grievance Form" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement violated by appropriate reference, shall state the contention of the employee and of the Association with respect to these provisions and shall indicate the relief requested.

The Superintendent or her designated representative shall give the employee or the

Association representative an answer in writing no later than five (5) working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent or her designated representative and the Association or employee.

Step Three:

Board Level. If the grievance is not resolved in Step Two, the employee or the Association shall, within five (5) working days, file the "Official Grievance Form" with the Chairman of the Board at the official Board office, and with a copy of the written answer rendered in Step Two above in the office of the Superintendent. The Superintendent and the Board shall meet with the employee or the Association within a reasonable time not to exceed five (5) working days unless a longer time is mutually agreed upon between the parties, after unit working hours, to discuss the grievance.

Step Four:

Arbitration Level. If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step Three above, the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules prescribed by the American Arbitration Association and provisions of this Agreement, which proceedings shall be initiated by filing with the Board or Association, as the case may be, a Notice of Arbitration.

The Notice of Arbitration shall be filed within twenty (20) calendar days after the date of the meeting provided in Step Three above. The Notice of Arbitration shall include a statement setting forth precisely the issue to be decided by the arbitrator and the specific article or provisions of this Agreement involved.

The arbitrator shall issue his decision not later than thirty (30) calendar days from the date of the closing of the hearing, or if oral hearing has been waived, then from the date of transmitting the final statement and proofs to the arbitrator. The decision of the arbitrator shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue submitted. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this agreement.

Section 3: Powers of the Arbitrator

It shall be the function of the Arbitrator, after due hearing, to make a decision in cases of violations of the specific articles and sections of this Agreement.

The decision of the Arbitrator shall be final and binding on the Association, its members, the employees involved, and the Board.

Section 4: Claims for Back Pay

A. All grievances whereby pay is withheld must be filed in writing six (6) days from the time the violation was to have occurred (date of occurrence defined as the pay date money withheld). The Board shall not be required to pay back wages more than six (6) days prior to the date a written grievance is filed.

   1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he/she may have received from any source during the period of the back pay.

2. No decision in any one case shall require a retroactive wage adjustment in any other case.

B. Grievances will be processed under the terms of the agreement in existence on the date of the filing the grievance. Grievances may be expedited by mutual consent of the parties so that the grievance steps may be exhausted prior to the end of the fiscal year or as soon thereafter as possible.

C. The fact that the parties have considered the grievance in the preceding steps of the grievance shall not constitute a waiver or jurisdictional limitations upon the Arbitrator in this Agreement.

Section 5: Arbitrator's Fees and Expenses

The arbitrator's fees and expenses shall be borne equally by the parties to the dispute; all other costs and expenses shall be borne by the party incurring same, and neither party shall be responsible for the expense of witnesses called by the other party.

Section 6: Grievance Time Limits

Any grievance not advanced to the next step by the Association or the employee within the time limit in that step, or if no time limit is specified within five (5) working days shall be deemed abandoned. Time limits may be extended by mutual agreement of the Board and the Association or by mutual agreement of the Board and the employee. The extension must be in writing and such date or time as mutually agreed upon shall prevail.

Section 7: General Provisions

A. The filing or tendency of any grievance under the provisions of this Article shall in no way operate to impede delay or interfere with the right of the Board to take the action complained of, subject, however, to the final decision of the grievance.

B. Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any individual employee from presenting and processing a grievance through the procedures provided in this article.

C. The Association and grievant, upon mutually agreeing what best suits the interest of the parties, may withdraw the grievance at any point in the process.

D. No reprisals shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure.

E. The grievant may have the option of having representation at any level of this process.

F. These procedures will be kept as informal and confidential as may be appropriate at any level of the procedure, except that in the event a grievant does not choose to be represented by the Association, the Association shall be notified of the disposition of Step Two, or higher, grievance.

G. No documents of any kind or form pertaining to the initiation, processing, or settlement of

any grievance whatsoever shall be placed in the personnel file of any member of the unit

ARTICLE V
WORKING CONDITIONS

A. Normal Work Days and Work Weeks

The normal workweek for employees will be the hours assigned for a particular job.

Employees who work more than forty (40) hours in a work week, as determined by the supervisor, shall be paid at the rate of one and one-half (1 1/2) times their regular hourly rate in accordance with Board Policy. The employee has the option of accepting comp time.

B. Lunch and Other Breaks

1. Subject to operational needs, employees shall be scheduled for a lunch break of not more than 1/2 hour after they have worked four (4) or more continuous hours in a day. Employees scheduled for four hours will receive a paid break of fifteen (15) minutes before lunch. Employees scheduled for four (4) or more hours after lunch shall be provided a fifteen (15) minute break after lunch.
2. At the discretion of the supervisor, school related personnel might leave thirty (30) minutes before the end of the regular workday on Friday and the day before a holiday provided work is complete. During the four-day summer schedule, employee may leave (30) minutes before the end of the last workday and the day before a holiday provided work is complete.

C. Lunch Duty Roster

Each school/department will establish a duty roster for lunch, which will entitle employees to a lunch break of thirty (30) continuous minutes free of interruptions and without the direct supervision of students.

D. Faculty Meetings

Required attendance at faculty/department meetings shall not exceed fifteen (15) minutes past the workday except in cases of emergency. Employees required to attend faculty/department meetings shall be provided an agenda except in cases of emergency as determined by the principal/supervisor.

E. Extra-Curricular Activities

Employee participation in activities after the normal workday for which no additional compensation is paid shall be voluntary.

F. Facilities and Equipment

1. Unsafe facilities, equipment and/or working conditions as defined by State/Federal Law or Board policy, shall be reported to the principal/supervisor. The principal/supervisor will investigate and report such conditions to higher authority for corrective action as and when appropriate.
2. The board agrees to provide heating and air conditioning/ventilation in the district's school kitchens at a reasonable temperature with regard to the outside temperature but subject to mechanical failure of heating or cooling units.

G. Lunch Facility

Facilities shall be made available in each school/work section for lunch breaks according to staff use, with lunch breaks rotated when adequate facilities cannot be provided.

H. Rotation of Work Assignments

Consistent with district needs, work assignments will be rotated among qualified employees.

I. Personnel Files

One official employee personnel file shall be maintained solely at the District Superintendent's Office and shall be made available to the employee for review upon reasonable request. Written authorization to a third party to review the file may be granted by the employee. Copies of contents shall be made available at standard rates.

J. Safety Glasses

The board shall provide safety glasses upon request by an employee if the job warrants the use of safety glasses.

K. Finger printing

Any finger printing and/ or criminal background check of any current employee required as the result of changes in Florida or Federal Statutes shall be provided to the employee at Board expense.

L. Bus Driver Authority

1. The school bus driver shall preserve order and good behavior on the part of all students being transported on school buses.

2. The school district shall require a system of progressive discipline of transported students for actions, which are prohibited by the code of student conduct. Disciplinary actions, including suspension of students from riding on school district owned or contracted school buses, shall be subject to school board policies and procedures and may be imposed by the principal or principal's designee. The principal or principal's designee may delegate any disciplinary authority to school bus drivers except for suspension of students from riding the bus. The appropriate administrator shall provide a copy of the intervention report or referral to the bus driver with regard to the action taken concerning the student's behavior noted on the form within twenty-four (24) to forty-eight (48) hours of the administrator having taken said action. The administrator will initiate action within two (2) working days.

3. The school bus driver shall have the authority to control students during the time students are on the bus, but shall not have such authority when students are waiting at the school bus stop or when students are en route to or from the school bus stop except when the bus is present at the bus stop.

4. If an emergency should develop due to the conduct of students on the bus, the bus driver may take such steps as are immediately necessary to protect the students on the bus.

5. Bus drivers shall not be required to operate a bus under conditions in which one or more students pose a clear and present danger to the safety of the driver or other students, or the safety of the bus while in operation. The school district shall have measures in place designed

to protect the bus driver from threats or physical injury from students.

6. School districts may use transportation, school safety, or FEFP funds to provide added security for buses transporting disruptive or delinquent students to and from school or other educational activities.

7. In the case of a student having engaged in violent or blatantly unsafe actions while riding the school bus, the district shall take corrective measures to ensure, to the extent feasible, that such actions are not repeated prior to reassigning the student to the bus.

M. Medical Procedures Limits

1. Non-medical school district personnel shall not be allowed to perform invasive medical services that require special medical knowledge, nursing judgment, and nursing assessment. The procedures include, but are not limited to:

   (A) Sterile catherization
   (B) Nasogastric tube feeding
   (C) Cleaning and maintaining a tracheostomy and deep suctioning of a tracheostomy

2. No-medical assistive personnel shall be allowed to perform health-related services upon successful completion of child-specific training by a registered nurse, a licensed practical nurse, a physician licensed pursuant to F.S. 458 or 459. The nurse shall monitor all procedures periodically. These procedures include, but are not limited to:
   (A) Cleaning intermittent cauterization
   (B) Gastrostomy tube feeding
   (C) Monitoring blood glucose
   (D) Administrating emergency inject able medication

3. For all other invasive medical services not listed in subsection (1) and (2) above, a registered nurse, a licensed practical nurse, a licensed physician, or a physician assistant certified pursuant to F.S. 458 or 459 shall determine if properly trained bargaining unit personnel shall be allowed to perform such service.

4. With the exception of medical personnel, invasive medical training shall be strictly voluntary for bargaining unit personnel. Any such training shall be provided at no cost to the employee and if provided at times other than the regular workday, such trainees shall be paid for the time spent at their regular rate of pay.

5. Bargaining unit members shall not be assigned to the provision of invasive medical service other
than an emergency.

N. RESPONSIBILITIES

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

O. ASSIGNMENT OF FIELD/ACTIVITY TRIPS

1. Field trips will be defined as any trip beyond the driver's normal day.

2. Drivers who want to participate in taking extracurricular trips may sign up for the trip list at the beginning of the school year. The list will be ranked by seniority.

3. If unable to attend the trip meeting due to an emergency or on another school related job, the driver will send notification in writing to the Transportation Supervisor via email or text.

4. Acceptance of emergency "last minute" trips will not be counted towards the rotation schedule, nor will any decline of the "last minute" trips be held against a driver.

5. No swapping of field trips or activity route among drivers will be permitted unless authorized by Supervisor.

6. If a trip is cancelled by the school prior to the scheduled trip, every effort will be made to assign a replacement trip before returning to the rotation. If the trip is cancelled after a driver shows up, the driver will be paid for two hours and will be assigned the next available trip meeting the timeline constraints without losing place in the rotation. Field trips covering multiple days will be counted as a single trip for the purpose of the rotation.

7. Activity routes will follow the field trip procedures outlined in the above stated subsections 1-6. Activity routes must be applied for through personnel at the District Office.

P. SAFE DRIVER PLAN

The purpose of this Safe Driver Plan is intended to ensure the safest possible means of

transportation for the District's student and employees.
The plan pertains to required or recommended action to be taken in the event that a driver receives a traffic citation. The disciplinary action required or recommended within the plan apply only to those employees whose job descriptions require the maintenance of a safe driving record. Occasional drivers whose job descriptions do not require the maintenance of a safe driving record will be denied use of the district-owned vehicle if their driving record is deemed to violate the district's safe driving standards outlined within this plan.

A. DEFINITIONS

1. Driver – any person employed by the Hamilton County School Board, hereafter referred to as the "The District" whose job description requires a safe driving record, and who regularly or temporarily drives a District owned vehicle.

2. Occasional driver – any person employed by the Hamilton County School Board who operate district-owned vehicles in the course of their duties but whose job description does not require the maintenance of a safe driving record.

3. Year – the fiscal period of the Hamilton County School Board from July 1 of one year to June 30 of the next.

4. Safe Driving Review Committee – the group responsible for the administration of this section and who will be hereafter referred to as "The Committee".

5. Violation – the result of a citation issued by a state, county, or city law enforcement official to a Board employed driver while he or she is driving any vehicle.

B. GENERAL PROVISIONS

1. This article applies to all employees whose job descriptions require a safe driving record.

2. This article will take effect upon the ratification of both parties, and all consequences for violations of this article will only apply to occurrences after the effective date and will not be retroactive.

3. Employees who are terminated due to driving infractions may be permitted to transfer to non-driving positions.

4. The driving record of each driver shall be reviewed on a regular basis.

5. Drivers who avoid points for a citation by attending driving school or by challenging a citation may still be assessed points by the District for at fault accidents or incidents.

6. A driver who is charged with a criminal traffic offense by law enforcement shall be immediately removed from their driving duties pending final disposition of the criminal case, and may be suspended with pay.

7. A driver shall have the right to appeal the assessment of points through the grievance procedure.

8. When the Committee meets to determine the assessment or non-assessment of points, the driver shall have the right to be represented.

C. THE COMMITTEE

1. The Committee shall consist of four (4) voting members. The Superintendent or his designee shall appoint two (2) members and the union shall appoint two (2) members. Members shall be appointed every two years.

2. The chairperson of the Committee shall be the Director of Transportation or a designee selected by the Superintendent. The chairperson is to be the mediator and shall have no voting rights.

3. The chairperson shall convene a meeting of the Committee within five working days after notification of a violation. However, an additional ten working days may be granted if a driver needs additional time to obtain representation.

4. The Committee will meet at the call of the chairperson for the purpose of reviewing accidents, infractions, driving records, and hearing appeals.

5. A driver shall have the right to appeal the assessment of points directly to the Committee.

6. A driver shall be given at least seventy-two (72) hour notice of any committee meeting at which his/her record will be discussed. This section does not preclude rights given to the driver in Section C (3).

7. The chairperson shall be responsible for all communications of the Committee.

D. THE POINT SYSTEM

Drivers are responsible for reporting to their immediate supervisor all traffic citations received and/or traffic-related arrests, as reasonably as possible if the citation/incident occurs in The District's vehicle, and no later than the next working day, immediately upon reporting to work, if the citation/incident occurred in the employee's personal vehicle. Failure to report as required may result in the assessment of additional points against the employee's driving record. Points will be assessed in accordance with the following chart. For moving traffic violations resulting in

citations, the points appropriate for the offense (per current standards of the Division of Highway Safety and Motor Vehicles) will be applied when there is a conviction or a no-contest plea. Some incidents/offenses do not require the issuance of a citation or involvement of law enforcement for the assessment of points.

1. **"STACKING OF POINTS" FOR A SINGLE INCIDENT**
   For a single incident involving an issued citation or traffic accident, points will either be assessed by the DHSMV or the District, but not by both. When determining which of the points will be applied against the driver for a single incident in which the driver has been cited for more than one violation, only the category with the greater number of points assessed will be accepted and applied. The only exception to this rule will be points assessed by the District because of an employee's failure to report a traffic citation or traffic accident or incident. In those situations, points may be applied against the employee both as a result of the citation or accident and for "failure to make a timely report," as defined in this Plan.

2. **OCCASIONAL DRIVERS**
   All occasional drivers must cooperate with the district by providing a copy of their valid driver license to the Transportation Department. The Transportation Department shall maintain the driver license database and shall include these occasional drivers in their regular search of records. No occasional driver shall be permitted to utilize a county-owned vehicle if the driving history reveals a total of more than eight (8) points assessed against the driver in any 12-month period within three (3) years of the record search or a DUI conviction within the seven-year period preceding the record search.

3. **THE POINTS ASSESSED**

Violation		Points
1	At-fault incident driving a District vehicle, involving any other vehicle and/or physical property resulting in damage of less than $500. (No citation required.)	1
2	At-fault accident driving a District vehicle, involving any other vehicle and/or physical property resulting in damage of $500 or more. (No citations required.)	3
3	Any moving traffic infraction for which a citation is issued. (*Points assessed in accordance with DHSMV guidelines.)	*
4	Failure to make a timely report of an accident/incident or citation received involving a District vehicle. "Timely" means: as soon as reasonably possible, given all circumstances, but no later than the END of the work shift in most situations	6

5	Failure to make a timely report of an accident or other traffic violation involving the employee (as driver) and his/her personal vehicle when a citation is issued. In this instance, "timely" means: not later than the next work day before assuming driving duties. (**Points assessed will be in accordance with DHSMV guidelines plus 2 for failure to report.)	**
6	Knowingly operating a District and/or personal vehicle without a valid driver license or with an improper license (suspended or revoked.)	10
Violation		Points
7	Failure to stop a school bus at railroad crossings in accordance with District procedures and/or State Law. (***Minimum of 1 point for stopping too close or too far from tracks; maximum of 10 points for failure to stop at crossing. No citation required.)	***
8	Passing a stopped school bus while the bus is loading/unloading passengers and stop arm is displayed. (No citation required.)	6
9	Criminal traffic offenses, if convicted or in no-contest plea is entered. (DUI excepted)	7
10	Conviction or no contest plea for DUI.	10

4. CONSEQUENCES OF VIOLATIONS OF SAFE DRIVING STANDARDS

# of Points	Time Period	Minimum Discipline	Maximum Discipline
2 - 3 Points	24 Months	Verbal Warning	Verbal Warning
4 - 5 Points	12 Months	Written Reprimand	Written Reprimand
6 - 7 Points	12 Months	Written Reprimand (if single incident)	1 Day Suspension Without Pay (if multiple incidents)
8 - 9 Points	18 Months	Written Reprimand (if single incident)	3 Day Suspension Without Pay (if multiple incidents)
10 - 13 Points	24 Months	5 Day Suspension Without Pay	Termination Recommended
14 or more Points	24 Months	Termination Recommended	Termination Recommended

Points Assessed	Traffic Offense
6	Leaving the scene of an accident involving property damage > $50
6	Unlawful speed resulting in an accident
4	Reckless Driving
4	Passing stopped school bus
4	Unlawful speed greater than 15 MPH over posted speed
3	Unlawful speed 15 MPH or less over posted speed
3	Any other moving traffic violation
2	Improper equipment
Critical offenses like DUI, fleeing/attempting to elude Law Enforcement Officer, etc – result in revocation of license. Points will not be assessed.	

****For Informational Purposes only. Point system in the Florida Driver's Handbook distributed by the DHSMV as of August 2018.

ARTICLE VI
GENERAL EMPLOYMENT PRACTICES

A. Conditions of employment shall not be based upon marital status, race, creed, religion, color, sex, age, handicap, or national origin.

B. The Board may require as a condition of initial employment that all employees present evidence, which has been obtained from a licensed physician of physical fitness to perform duties assigned and freedom from communicable disease, at the expense of the employee. The Board requires a subsequent physical examination by a physician when in its judgment such an examination is relevant to employee performance or employment status. The Board shall make the selection of the physician, and the Board shall pay the costs incurred.

C. Position vacancies will be posted when the vacancy occurs. Employees who desire to transfer to another school/department shall file a written statement of such desire with the Superintendent or his designee. Transfers shall be with the approval of the principals/supervisors based upon qualifications involved. The Superintendent shall review all requests received and submit to the Board her recommendation for filling the open positions. Employees applying for transfer shall be notified of the action taken as soon as possible after the decision has been made.

D. Reduction in Force:

If the district has to choose from among its non-instructional employees, the following

criteria is to be used:

1. Annual performance assessment
2. Operational needs of the school or district
3. Ability to perform all of the work available
4. Part-time employees will be reduced before regular full-time employees if Sections 1, 2, and 3 are fulfilled.
5. The parties agree that in selecting among otherwise equally qualified employees, "length of continuous service in the district" may be the determining factor in decisions to execute any RIF.
6. The parties agree that the reverse order in the "length of continuous service in the district" provision may be used in any recall process of employees terminated due to a RIF.

E. Job Security:

1. Probationary Period - Upon initial hiring, all full-time or regular part-time employees shall serve a three (3) year probationary period. During this period, employees shall be issued an annual contract. During the term of each annual contract the employee may be terminated only for good and sufficient reasons.

2. Permanent Employee - Upon the employee's successful completion of the probationary period, his employment status shall continue from year to year unless the Superintendent of Schools or his designee terminates the employment for good and sufficient reasons.

   Employees who are initially employed on a competitive grant or limited funding source with a specified end date will not be placed on continuous employment unless they transfer to a non-limited grant funded position. Such conditions must be contained in the advertisement for grant funded position.

   If an employee is initially hired for a position funded for a specific time by federal or state special grant money, the time they are employed under the grant will not be counted toward their total years of service and the employee will not be placed on continuous employment unless they transfer to a non-grant position. This provision does include entitlement grants.

   An employee who is on continuous contract and is appointed to a position funded for a specific time by federal or state special grant money, shall not lose years of service that may be credited for seniority purposes and will revert to the job classification held when the continuous employment status was obtained.

3. If the Superintendent recommends dismissal/termination, the employee shall be given written notice of the specific charges that support the Superintendent's recommendation for termination. Whenever such charges are made against any employee, the Board may suspend with or without pay; but if the charges are not sustained, the employee shall be immediately reinstated and entitled to all back salary and benefits. The employee shall have the option of a Board hearing or a DOAH hearing before a Division of

Administrative Hearings Officer pursuant to the Florida Administrative Procedures Act.

ARTICLE VII
VACANCIES AND EXTRA COMPENSATION POSITIONS

A. All vacancies or extra-compensation positions shall be posted by the Superintendent or her designee in each school/department. These notices will state the position, qualification requirements, appropriate salary range, effective date of the vacancy, information concerning filing of application, deadline for filing, and interview information. Except in cases where the Superintendent declares an emergency, the Superintendent or her designee will post notification as soon as Board action is taken and action on applications will not be taken for ten (10) days after notification. Whenever an applicant within the school district meets all job requirements and is qualified as determined by the Board, he/she shall be given preference over those who are not from the district. If more than one (1) district employee meets the previous requirements, length of service in the school district shall be governing factor in filling the vacancy.

B. Applicants for promotion who are fully qualified or who can meet qualifications and otherwise be qualified as determined by the Board will be given first consideration.

ARTICLE VIII
EMPLOYEE ASSESSMENT

The Superintendent shall establish procedures for assessing the performance of duties and responsibilities of all personnel employed in the district.

The School Board shall provide training programs, which are based upon guidelines provided by the Florida Council on Educational Management to ensure that all individuals with evaluation responsibilities understand the proper use of the assessment criteria and procedures.

All personnel shall be fully informed of the criteria and procedures associated with the assessment process before the assessment takes place.

A written report of each assessment shall be made and a copy thereof shall be given to the employee no later than ten (10) days after the assessment takes place. The written report of The person responsible for preparing the report shall discuss assessment with the employee.

The employee shall have the right to initiate a written response to the assessment and the response shall become a permanent attachment to his/her personnel file.

In the event that an employee is not performing his/her duties in a satisfactory manner, the evaluator shall notify the employee in writing of such determination and describe such unsatisfactory performance. The evaluator shall thereafter confer with the employee, make recommendations with respect to specific areas of unsatisfactory performance and provide assistance in helping to correct

such deficiencies within a reasonable prescribed period of time.

The assessment criteria for the Hamilton County School District shall be in accordance with Florida Statutes and as determined by the local district.

A committee of employees from various levels shall be formed to make suggestions for assessment forms and procedures to the Superintendent or his designee, but this committee shall be of an advisory nature only.

The Superintendent shall establish the due dates for the district assessment program.

Only an employee's supervisor may make an evaluation.

ARTICLE IX
DISCIPLINARY ACTION

A. Disciplinary action may not be taken against an employee except for good and sufficient reasons, and must be substantiated by evidence, which supports the recommended disciplinary action.

B. Where good and sufficient reasons warrant such action(s) an employee may be demoted, suspended, or dismissed upon recommendation of the immediate supervisor to the Superintendent. Unless circumstances warrant immediate serious disciplinary action, progressive discipline shall be administered as follows:
1. Oral warning/reprimand
2. Written reprimand
3. Suspension with or without pay
4. Dismissal by Board action

C. An employee against whom action is to be taken under this section shall have the right to review all documents or records relied upon to support the proposed action and shall be given a copy upon request.

D. When a principal/supervisor deems it necessary to discipline an employee, said disciplinary action should be made in private and with discretion.

E. When an employee is involved in circumstances, which could lead to disciplinary action, the employee shall have, upon request, Association representation at any conference between the school administrator(s) and the employee, which relates to the matter.

ARTICLE X
LEAVE WITH PAY

A. 1. Each member of the school related staff employed on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of employment of each contract

year, and shall thereafter earn one (1) day of sick leave for each month of employment, which shall be credited to the member at the end of that month and which shall not be used prior to the time it is earned and credited to the member. However, the member shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment. Each member of the school related staff should be allowed to take six (6) days personal leave to be charged to that employee's accrued sick leave.

2. An employee may authorize his or her spouse, child, parent or sibling who is a district employee to use sick leave that has accrued to the authorizing employee. A recipient may not use the donated sick leave until all of his or her sick leave has been depleted, excluding sick from a sick leave pool, if the recipient participates in a sick leave pool. Donated sick leave under this section shall have no terminal value as provided in 231.40(3) F.S.

B. "Sick leave" shall be defined as a personal illness or disability of the employee or the illness or death of a member of the immediate family. The immediate family shall mean mother, father, brother, sister, husband, wife, child, other close relatives or member of his/her own household.

C. Absence related to maternity shall be treated as any other illness, including the use of sick leave provisions as outlined by Florida Statutes.

D. There shall be no limit on the number of days of sick leave an employee may accrue.

E. The Superintendent may require a certificate of illness from a licensed physician for justifying sick leave.

F. Jury Duty Leave:

1. In case of a summons for jury duty, the employee shall present the summons to his/her principal/supervisor and shall submit an application for leave.
2. Any full-time employee summoned for jury duty shall be granted temporary duty with pay, and the employee shall retain any jury fees.
3. Any full-time employee subpoenaed as a witness, not involving his/her personal litigation, shall be granted temporary duty with pay, and the employee shall retain any witness fees.

G. Illness-in-line-of-duty Leave:

Any employee shall be entitled to illness-in-line-of-duty leave with no more than full compensation when the employee has to be absent from his/her duties because of injury or illness from any contagious or infectious disease contracted in school work as determined by a licensed physician. In case of injury or illness, a certificate from a licensed physician may be required and, in the case of a claim relating to a contagious or infectious disease, the teacher shall file a statement from a licensed physician certifying that, beyond a reasonable

doubt, the contagious or infectious disease was contracted at school during the time the employee was engaged in school work. This leave shall not exceed more than ten (10) days during the school year unless the Board extends the length of the leave.

H. Professional Leave:

Professional leave may be granted to employees to attend educational or training meetings related to the job description and/or educational courses as approved by the Superintendent. The Board shall determine compensation for such absences.

I. Military Leave:

Employees who are commissioned reserve officers or reserved enlisted personnel in the United States military or naval service or members of the National Guard, shall be entitled to a leave of absence from their respective duties, without loss of pay, time or efficiency rating, on all days during which they shall be engaged in field or coast defense exercise or other training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active duty; provided that leaves of absence granted as a matter of legal rights under the provisions of this article shall not exceed seventeen (17) days in any one annual project.

J. Buy-Back of Employee Sick Leave:
An employee who meets the following criteria may request three days of personal leave buy-back from the board, with such leave to be charged against that employee's accumulated sick leave.

1. The employee must have been in the district five (5) years.
2. The employee must have a minimum of 20 days accrued sick leave.
3. The employee must not have used more than three (3) days personal leave in the year of the request.
4. The buy-back rate shall be 80% of the daily rate of pay for that contract year.
5. The employee must request the buy-back days by May 31.
6. The payment will be made on the July Payroll.

K. Vacation Leave:

Twelve months employees shall accrue vacation leave consistent with current Board Policy.

L. Terminal Pay:

Any full-time member of the school related staff shall be entitled to accrued sick leave pay at the time of initial retirement as defined by the Florida Retirement System, or payment will be made to his/her beneficiary if service is terminated by death. Terminal pay shall be computed as authorized by Florida Statutes in the following manner:

1. During the first three (3) years of service, the daily rate of pay multiplied by 35 percent times the number of days or hours of accumulated sick leave.

2. During the next three (3) years of service, the daily rate of pay multiplied by 40 percent times the number of days or hours of accumulated sick leave.
3. During the next three (3) years of service, the daily rate of pay multiplied by 45 percent times the number of days or hours of accumulated sick leave.
4. During the next three (3) years of service, the daily rate of pay multiplied by 50 percent times the number of days or hours of accumulated sick leave.
5. During and after the thirteenth (13th) year of service, the daily rate of pay multiplied by 100 percent times the number of days or hours of accumulated sick leave.

ARTICLE XI
UNPAID LEAVE

A. An employee may request personal leave without pay for a specified period up to one (1) year. The request shall be made in writing on form prescribed by the Board. The employee's immediate supervisor and the Superintendent or her designee must approve the leave before it is presented to the Board for approval. The request shall specify the time of the leave and the reason for the request. Personal leave without pay may be requested for, but not limited to:
   1. Leave to run for elective office
   2. Leave for academic study
   3. Leave for child rearing (for natural or adopted child)
   4. Leave for childbearing

B. Request for personal leave without pay will be approved only if the employee's immediate supervisor, the Superintendent and the Board are satisfied that the operational needs of the district can be met. Personal leave shall be granted at the discretion of the School Board.

C. An employee on personal leave without pay may remain an active participant in the employee's retirement system by contributing thereto the amount necessary to continue as a member on leave as provided by the provisions of the retirement system of which the employee is a member.

D. An employee on personal leave without pay shall receive no credit on any salary schedule for experience for the time on leave.

E. Any employee returning to work after personal leave without pay will be placed in an appropriate position for which he/she is qualified.

F. Any employee wishing to return to work before the end of the requested leave should make his/her request in writing to the Superintendent as early as possible but no later than thirty (30) days before he/she wishes to return to work. The Board will make every effort to allow the employee to return to work as soon as possible.

G. Family Medical Leave Act:

1. Family and Medical Leave Act: All provisions of this article shall be interpreted so as to comply with the requirements of the Family and Medical Leave Act and any amendments thereto and with such federal regulations that may be issued under the Act. This leave provision does not operate to limit or reduce leaves provided under other contract terms.

2. Leave Year: An eligible employee is entitled to take up to twelve (12) weeks of FMLA leave in any twelve (12) month period to be measured forward from the first date of leave. The leave may not exceed twelve (12) weeks in a twelve-month period, except in the case of leave for health reasons, it may not exceed the duration of the serious health condition.

ARTICLE XII
INSERVICE TRAINING

A. The Board shall develop a comprehensive program of staff development, one part of which shall be solely for the staff development of support staff.
The in-service training component shall be financed by law and will receive its fair share of the in-service money designated for that purpose, and the Board will designate such amount. In connection with in-service, travel and per diem will be established by the Board consistent with this agreement.

B. Stipends will be paid at the greater of the beginning hourly rate according to the salary schedule for the employee's position or $10.85 per hour for SRP's for in-service programs held at times beyond the contract year. All stipends, supplements, and special payments shall be handled through regular payroll procedure and shall be treated as salary.

ARTICLE XIII
EMERGENCY SHOOL CLOSING

When an emergency, as determined by the Superintendent or her designee, requires closing of school for students, school shall be closed for employees also. Employees will be paid their regular salary during each emergency; however, employees shall make up such time missed during an emergency at a time designated by the Board, without further payment of any compensation, unless the State Board of Education grants waiver

ARTICLE XIV
POLITICAL ACTIVITY

All employees shall have entire liberty of political actions, except direct political activity during instructional time and shall be free from political domination and/or coercion provided such action is within the laws of the United States of America and the State of Florida.

ARTICLE XV
INSURANCE

The Board shall pay a maximum of $5,595 annually as its contribution toward the approved district insurance plan. The Board's contributions to the individual plan shall not exceed the cost of full coverage on the health plan. For employees who work 15-19 hours per week, the board shall pay 50% of the monthly insurance premium.

Insurance coverage for employees may be bid each school year. Insurance companies will present their products to the benefits committee. The benefits committee will forward their recommendation to the superintendent for the superintendent's review.

The benefits committee will include an equal number of representatives from management and representatives from the Hamilton County Education Association. The president/designee of HCEA shall select association representatives for the committee. The committee chairperson shall serve a one (1) year term. An HCEA representative shall serve as chairperson every other fiscal year. The benefits committee may hold quarterly meetings and at other times as it deems necessary.

District office personnel will be responsible for mailing the bid packets to interested agencies and publishing the invitation to bid in the local newspapers. Bid procedures (timelines) as outlined in Florida Statutes will be observed.

ARTICLE XVI
SALARY SCHEDULE

See Attachment B
Salary Schedules

B: PARAPROFESSIONALS/SUBSTITUTE TEACHING

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

ARTICLE XVII
CALENDAR

By February 1, the Association shall meet with the Board's negotiating committee to discuss the school calendar. The committee's recommendation shall be sent to the Superintendent for his/her recommendation to the Board. The recommendations will be taken under advisement when the school calendar is being formulated, but the decision of the Board shall be final.

ARTICLE XVIII
SCHOOL IMPROVEMENT

SRP members of the School Advisory Council shall be elected by the SRP's of that school. The faculty of each school site shall determine the procedure for that election.

ARTICLE XIX
MISCELLANEOUS

A. In the event that any provision of this Agreement is judged contrary to law by a court of competent jurisdiction, it shall be modified accordingly. All other provisions shall remain in full force and effect for the duration of this Agreement.

B. Copies of this Agreement titled "Agreement Between the Hamilton County Education Association and the Hamilton County School Board" shall be printed at the expense of the Board and the Association and shared equally within thirty (30) days after the Agreement is signed and shall be presented to all school related personnel. The Board shall furnish 200 copies of said printed Agreement to the Association for its use. The shared cost shall be on basis of 300 copies.

C. Regular part time employees will be paid their regular rate of pay when working additional hours in their department, not to exceed 40 hours.

ARTICLE XX
TERM OF AGREEMENT

This Agreement shall become effective as of July 1, 2024, upon ratification by both parties, and shall continue in effect through June 30, 2027. This Agreement between the Board and the Association constitutes the entire agreement between the parties and shall not be extended nor altered in any way without the written mutual consent of both parties.

The parties agree that the following items shall be reopened for negotiations each May 1:

1. Salary
2. Insurance
3. Additional items on mutual consent of the parties with a maximum of one (1) item proposed unilaterally by either party.

HAMILTON COUNTY EDUCATION ASSOCIATION	THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA
_____	_____
President	Chairman
_____	_____
Secretary	Superintendent
_____	_____
Executive Committee Member	Board Member
_____	_____
Executive Committee Member	Board Member
_____	_____
Executive Committee Member	Board Member
	_____
	Board Member
_____	_____
Chief Negotiator	Chief Negotiator

ATTACHMENT A

OFFICIAL GRIEVANCE FORM

NAME _____

School _____Assignment_____

Home Address_____Home Phone_____

Step II

A. DATE GRIEVANCE OCCURRED_____

B. RELATES TO ARTICLE (S)_____OF CONTRACT.

C. GRIEVANCE STATEMENT_____

_____

_____

D. RELIEF SOUGHT_____

_____

_____

Signature Date

DISPOSITION OF IMMEDIATE SUPERVISOR_____

_____

_____

_____

Signature Date

1 copy to immediate supervisor

1 copy to Association

1 copy to grievant

SRP ADDITIONAL COMPENSATION

SRP Additional Compensation (p. 10 of SRP Salary Schedule) to read:

Employees working a minimum of 35 hours per week for nine (9) months a year shall receive additional compensation for postsecondary training from an accredited institution if the training is in the area of the current job assignment.

$700	30 semester hours, 1-year college, or 1 year vocational certificate
$1200	60 semester hours, 2-year degree, or 2-year vocational certificate
$1800	90 semester hours of college

To receive compensation, one of the following must be on file in the Superintendent's office:

1. Official transcript of college credit or
2. Certified copy of a certificate showing completion of vocational training.

Employees receiving $2,000 for a two (2) year degree or a vocational certificate prior to July 1, 1993, will receive $2,200.

* The above compensation does not include food service workers who have an approved Certification Program in place or licensed practical nurses.

Food Service: Additional 68 cents per hour for certification

Licensed Practical Nurse: Grant up to five (5) years documented prior full-time work experience as LPN.

GENERAL PROVISIONS

Employees are to work the following number of days:

9-month employees	-	180 days
10-month employees	-	190 days
10 1/2-month employees	-	200 days (190 + 10)
11-month employees	-	210 days (190 + 20)
10 + 1	-	210 days (190 + 20)
10 + 2	-	230 days (190 + 40)
12-month employees	-	248 days (190 + 40 + 18)

Vacation is excluded when determining daily rate.

The following formula reflects the way a salary adjustment will be made in the event of a reduction in service:

$$\frac{\text{Annual Salary}}{\text{Working Days}} \times \text{Days of Service}$$

For experience purposes, three (3) years of credit will be given for active military duty.

If an employee desires to make a change in his/her withholding deduction, insurance deduction, dues deduction, etc., the Finance Office must be notified in writing by the due date of the payroll at 11:00 a.m. in order for the change to be effective for the current month.

All stipends, supplements, and special payments shall be handled through regular payroll procedure and shall be treated as salary.

The dates that payroll checks will be issued are specified on the payroll schedule. All employees will be paid in twelve (24) checks.

Employees who use their private vehicle in connection with the performance of their official duties will be reimbursed at the rate allowed by Board Policy. All travel performed by an employee in connection with the program must be approved by the principal/supervisor and will be charged against the travel account of the school/department at the rate allowed by Board Policy. The state-approved travel requisition form must be used.

Food Service: When a food service manager is expected to be absent for ten (10) or more consecutive days, a special food service assistant may be recommended as a temporary manager by the school principal and appointed by the Superintendent. The temporary food service manager shall be paid according to the current School Board salary schedule for School Food Service Manager at the appropriate rate according to the temporary manager's years of experience in school food service in Hamilton County. The temporary manager shall continue to be paid a certification supplement according to his/her current level of certification as food service assistant as specified in the current salary schedule.

Any change in the level of certification will become effective at the beginning of the next school year provided documentation is submitted to the Food Service Coordinator before the deadline for the August payroll. The rate of pay for any special assistant, general assistant, or part-time, when working at any activity sponsored by an organization, shall be 1.5 times the individual employee's hourly rate of pay.