SPALC

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

Contract

FY27 (2026-2027 School Year)
FY28 (2027-2028 School Year)

June 2026

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PREAMBLE

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

Article 1 - Parties to Agreement

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

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

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

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

Article 2 – Rights, Privileges, and Responsibilities

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

1. **Non-Discrimination:** The Articles of this Agreement shall apply to all employees without regard to race, color, religion, sex, sexual orientation, national or ethnic origin, marital status, pregnancy, political affiliation, Association membership, age, creed, gender identity or expression, disability if otherwise qualified, or any other unlawful factor.
2. **Duty to Self-Report:** Each employee shall self-report to the District's Department of Professional Standards and Equity, within two business days, any arrests and/or charges involving the abuse of a child or the sale and/or possession of a controlled substance. Such notice shall not be considered an admission of guilt. In addition, each employee shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere (No Contest) for any criminal offense other than a minor traffic violation within two business days after the final judgment. Unit employees, who regularly or incidentally operate Board vehicles shall, as soon as they become aware, notify their supervisor of any moving violation, suspension or revocation of their driver's license. Failure to comply with any article may be cause for appropriate disciplinary action, up to and including termination. Such disciplinary action shall be subject to the grievance procedure.

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

2.03 – Association

1. **Facilities:** The Association shall have the privilege of using school facilities and equipment as provided in Board policy.
2. **Association Representatives:** The District shall recognize and deal with the Association representatives designated in writing by the Association President. Any changes shall be submitted to the District in writing. Upon arrival at any school or work site, such representative shall report to the principal of the school or the supervisor of the work site and shall indicate the purpose of the visit. In no event shall the Association representative interfere with or disrupt the work of an employee.
3. **School Board:** The Association President or their designee shall have the right to attend School Board meetings. The Association President or their designee will make arrangements with the Superintendent to attend any Board meeting held during working hours. The Association will reimburse the District for the wages of the Association employee who attends a Board meeting during working hours.
4. **Posting:** The Association shall have the privilege of posting notices concerning Association business on bulletin board space not less than 24" x 36" exclusively assigned to the Association by the principal or supervisor. The Association shall be given a list of the location of each bulletin board space and be informed of any intended changes. The Association shall provide a copy of each notice to the principal or supervisor prior to each posting.
5. **Mailboxes:** The Association shall have the right to distribute Association materials in employee mailboxes at school sites where such mailboxes are provided. When the Board and the Association must communicate items of mutual concern to the employees of the District; the courier service may be

utilized to disseminate such communications. The Association agrees to indemnify the Board for any claim that might arise on the issue of private express, including all costs, penalties, and attorney's fees.

6. **Dues Collection:** Pursuant to the statute, payroll deductions are no longer permitted. In the event the statute is changed or amended, the parties agree to renegotiate the ability to deduct dues.
7. **Association Leave:**
    a. **Members:** Upon written request of the Association President, their designee may be allowed up to a total of 320 hours of leave per year without pay to conduct Association business. A leave request shall be submitted to the Superintendent and the employee's supervisor. The cumulative total granted to the Association shall not exceed 320 hours of leave per year. The leave must be scheduled in a manner that will not adversely affect the operation of the School District. No individual may use more than 80 hours of Association leave per year. In the event the Association requires additional leave hours, a request will be submitted to the SPALC Labor / Management Committee for review and possible agreement.
    b. **President:** The President of the Association may be granted personal leave for the school year(s) of their term of office. Such leave shall be granted with the same privileges and benefits approved with personal leave for other employees. In the event the President of the Association chooses not to utilize personal leave for the schools year(s) of their term of office, the President shall be granted Temporary Duty or Association Leave to perform duties necessary to fulfill the representational and organizational obligations of the office.
    c. **Bargaining Team:** An employee who is a member of the bargaining team shall be released from work on paid leave if the bargaining calendar conflicts with the employee's work schedule. In such an event, the Association shall pay a qualified substitute except for impasse, mediation, or upon mutual agreement of the parties. Otherwise, the employee's supervisor may adjust the employee's work schedule with the consent of the employee.
8. **Public Records:** Upon receipt of a written request identifying each specific public record desired by the Association, the Board shall make available such

public records as defined by Florida Statutes 119, for inspection. Examination and the cost of duplication of public records shall be in accordance with Florida Statute 119.

a. **Business Necessity:** In accordance with Florida Statute 119, sharing of confidential information may only occur under certain circumstances that are related to a business necessity. The District recognizes that such a business necessity exists as it relates to the Association's fulfillment of its duties under Florida Statute 447.
b. **Bargaining Unit Information:** A list of all bargaining unit members will be provided to the Association at the start of each fiscal year and on a regular basis thereafter. The Association agrees that personally identifiable information will remain confidential and will not be distributed to third parties. The Association agrees that information that is exempt from public inspection will not be disclosed without first obtaining the express written authorization of the District and the employee involved.

9. **Consultation:** The Association may request meetings with management for the purpose of discussing issues of mutual concern. The request must be in writing and include items to be discussed. Management shall respond to such requests within five (5) days. Any written agreements resulting from such meeting shall be ratified by the appropriate governing body of the Association and the School Board or its designee.
10. **Agreement:** For the duration of the Agreement the Board agrees to provide one copy of this Agreement to the Association for every 20 employees governed by the Agreement within 30 days after a print ready draft is approved by the parties. The Board further agrees to provide access to the Agreement from the home page of the District's Website and to provide computer access to employees in the unit for the purpose of reviewing the Agreement.
11. **Strikes:** The Association agrees not to engage in a strike, work stoppage or other similar forms of interference with the operations of the Board. Any employee who participates in or promotes a strike, work stoppage or other similar form of interference with the operation of the Board, shall be subject to disciplinary action, up to and including discharge. In the event of a strike, work stoppage or interference with the operation of the School Board administration, the President of the Association shall promptly and publicly

disavow such strike or work stoppage and strongly recommend that the employees return to work and attempt to bring about a prompt resumption of normal operations. The Association President shall notify the Superintendent within twenty-four (24) hours after the commencement of such strike, about the measures it has taken to comply with this article. Failure to abide by the terms of this article will automatically terminate this Agreement.

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

    All communications shall be during the sender's non-work time. The electronic mail system shall not be used for the distribution of information that is political, slanderous, defamatory, libelous, or in any way critical of the School Board, the District, the Superintendent or any administrator or other employee of the District. It shall not be used for campaign materials related to the internal election of the Association officers. Should the Association or its representative, acting on behalf of the Association, violate the terms of the agreement, the Superintendent shall have authority to suspend the right to use the electronic system for up to 45 calendar days. The Association shall comply with all applicable federal, state and local laws and Board Policies regarding the use of such systems. Official business is defined as items approved by the Association's Executive Board.

Article 3 – Negotiation Procedures

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

1. **Re-opener:** Re-openers are restricted to two (2) articles per party in addition to Article 10 (Compensation) and Article 11 (Benefits). One (1) additional article may be re-opened upon mutual agreement of the parties.
2. **Successor Agreement:** Successor agreements involve negotiation of all articles unless otherwise agreed to by the parties.

3.02 – Tentative Agreement: Articles tentatively agreed upon at the table shall be signed by both parties.

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

1. Non-Ratification Procedure: Should either the bargaining unit or Board not ratify the tentative agreement, meetings between the negotiating teams must be convened within twenty (20) days. This section shall not apply if impasse is invoked.
2. Impasse Procedure: Impasse may occur only as provided for in Florida Statutes 447.

Article 4 – Grievance Procedures

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

4.02 – Jurisdiction:

1. **Representation:** All members of the unit have the right to be represented by the Association in the resolution of a grievance. Nothing herein shall be construed to mandate Association representation of a unit member who is not also a member of the Association; nothing herein shall be construed to prevent any member of the unit from presenting their own grievance in person or by counsel and having such grievance adjusted without the intervention of the Association, if the adjustment is consistent with the terms of this Agreement, and if the Association has been given the opportunity to be present at the meeting called for the resolution of such grievances.
2. **Rights:** Nothing contained in the grievance procedure shall be construed to deny the Board, the Superintendent, the Association or any employee the rights otherwise guaranteed by law. Retaliation for filing a grievance is strictly prohibited.
3. **Responsibilities:** The filing of a grievance shall not interfere with the right of the Board to carry out its management responsibilities to the final resolution of the grievance. The employee shall abide by management's decision prior to and during the time the grievance is pending.
4. **Expenses:** The fees and expenses of the arbitrator and witness fees for witnesses called by the arbitrator shall be paid equally by the Board and the Association. Otherwise, each party shall bear its own expenses.
5. **Waiver:** When the Association and the supervisor agree that the supervisor will waive Level I, the grievant may file the grievance and proceed through the grievance procedure from the informal proceeding to Level II. In the case where an alleged violation exists at multiple work sites or affects a broad class of employees, the parties may by mutual agreement begin at Level II of the

grievance procedure. The commencement of proceedings against the Board in a court or before PERC or any administrative agency, by an employee(s) or the Association, for misapplication or misinterpretation of the terms of this Agreement shall be deemed a waiver by said employee(s) and the Association of their right to resort to the grievance procedure.

4.03 - Filing:

1. **Grievance Forms:** Grievance forms shall be available in electronic format on the District's website or may be copied from Appendix B of this Agreement.
    a. **Time Limits:** Failure of the grievant to process a grievance within the time limits herein provided shall bar the grievance. The time limits provided in this article may be extended by written agreement between the parties. Whenever illness or any other incapacity of the grievant prevents attendance at any grievance hearing, the time limits shall be extended to such time that the grievant can be present.
    b. **Working Days:** For the purpose of this grievance procedure, working days are defined as days that the District office is open for business.
    c. **Withdrawal:** A grievance may be withdrawn by the grievant at any time and at any level of this procedure. Once the grievant withdraws a grievance and/or arbitration request, the matter shall be considered closed and final. The same grievance may not be filed a second time by the same grievant. A written record of the withdrawal of the grievance and/or arbitration request shall be maintained in the grievance file.

4.04 - Hearings:

1. **Informal Grievance:** In the event that an employee believes that there is a basis for a grievance, they shall, within ten (10) working days of the alleged violation, schedule a meeting with their immediate supervisor to informally discuss the alleged violation. This meeting is often the best opportunity for the parties to achieve a positive resolution to avoid a formal written grievance. The

meeting will take place within seven (7) working days of the date the employee notifies the supervisor, unless otherwise agreed upon by the parties. If after the informal discussion has concluded and the violation still exists, after seven (7) working days the grievant may utilize the formal grievance procedure. The grievant must initiate the grievance within seven (7) working days of the informal discussion. The grievant may choose to have an Association representative present during the informal discussion. It is the intention of the parties that the Level I Grievance Hearing shall not be an exact repeat of the Informal Grievance Hearing. The Level I Grievance Hearing will be waived if the same Administrator who conducted the unresolved Informal Grievance Hearing, would under normal circumstances, be the same individual conducting the Level I Grievance Hearing.

2. **Formal Grievance:**
    a. **Level I:** A copy of the grievance shall be forwarded by the grievant to the Superintendent and to the Association at the same time the grievance is filed with the supervisor. The supervisor shall meet with the grievant and their representative(s). Such a meeting shall require at least seven (7) working days' notice and shall be held within seven (7) working days of the date of filing the formal grievance. The supervisor shall furnish their written disposition of the grievance to the grievant within seven (7) working days of the meeting and shall furnish a copy thereof to the grievant, the Superintendent, and the Association.
    b. **Level II:** If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the time limits as specified in Level I, the grievant may submit the same grievance to the Superintendent within seven (7) working days of the date of disposition or the expiration of the time limits for a disposition. The Superintendent shall meet with the grievant and their representative(s) within seven (7) working days of the date of filing. The Superintendent shall furnish their written disposition of the grievance to the grievant within seven (7) working days of such meeting and shall furnish a copy thereof to the supervisor and to the Association.
    c. **Level III:** In the event the grievant is not satisfied with the disposition of the grievance at Level II, or if no disposition has been made within the

time limits as provided in Level II, the grievant, with approval from and representation by the Association, may submit the grievance to arbitration in accordance with the rules of the American Arbitration Association. Submission of a grievance to arbitration shall be initiated by the grievant, their counsel or by their designated Association representative, by filing a written request with the American Arbitration Association and with the Superintendent within ten (10) working days of the date of the Level II disposition of the grievance or the expiration of time limits for a disposition. The disposition of the grievance made by the arbitrator shall be binding on both parties; providing that the arbitrator shall have no power to add to, subtract from, modify, or otherwise alter the terms of the collective bargaining agreement. The grievance may be settled while the arbitration procedure is pending.

3. **Confidentiality:** All meetings and hearings under the grievance procedure shall be held in private and shall include only such parties, their representatives, and witnesses. Arbitration hearings shall be in public.
4. **Release from Work:** Grievances shall be processed during times which do not interfere with the grievant's assigned duties, unless the parties agree otherwise. Temporary duty, without loss of pay, shall be granted to employees whose attendance is essential when grievance meetings are held during working hours.

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

1. **Records:** No records of a grievance shall be filed in an employee's personnel file.
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. An employee on probationary status may be dismissed without cause or may resign without their resignation constituting a breach of contract.
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.
3. **Notification:** An employee who is being considered for non-reappointment shall receive written notice from the supervisor by May 10.
    a) **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.
2. **Seniority List:** The Superintendent agrees to provide the President of the Association a current seniority list by March 1 of each year and prior to any reduction-in-force. The seniority list shall include only position titles listed in the salary schedule in Appendix C of this Agreement.
3. **Seniority of Transportation Employees:**
    1. **Bus Operators:** The operator seniority list dated August 31, 2000, shall be retained for the purposes of future bidding. Contract employees hired after August 31, 2000 will be added as follows:
        a. **Regular Bus Operator:** The most recent date the operator goes to work as a regular or Unassigned Regular (UAR) employee shall be the seniority date. The drawing of lots in the presence of union representatives will break ties in seniority.
        b. **Substitute Bus Operator:** Substitute bus operators trained but not assigned shall have as their seniority date the date that the employee accepts the sub-operator's contract. They shall be assigned as vacancies occur. If the bus operator elects to reject the appointment to a regular position, they will not be offered another appointment until such time as all others on the list have been given

one opportunity to accept a regular appointment.

c. **Transportation Employees:** Transportation Department employees who become trained as bus operators will move to the top of the substitute list.
d. **ESE Status:** Drivers who qualify for Exceptional Student Education (ESE) routes shall be identified as such with the letter "S" following their seniority numbers.
e. **Current Employees:** Current employees who are not employed as bus operators in the Transportation Department may be transferred to the Transportation Department without serving as a substitute, if they meet all other eligibility requirements and a vacancy exists. An eligible transferred employee's seniority date shall be the date of the personnel action form (PAF), which reflects the Transportation Department's recommendation for transfer to the Superintendent.
f. **Rehires:** An operator who is rehired must meet all eligibility requirements and accept reappointment as an UAR bus operator.

2. **Bus Attendants and Bus Monitors:** The date of the initial appointment as a regular bus attendant or bus monitor shall be the same as the bus attendant or bus monitor seniority date. Substitute bus attendants' or bus monitors' seniority will be determined in the same manner as substitute bus operators. Bus attendants and bus monitors will be on separate seniority lists by classification for purposes of bidding. For Summer School bidding, Monitors trained as ESE attendants will be combined with the attendant's seniority list.
    a. **Rehires:** A bus attendant or bus monitor who is rehired must meet all eligibility requirements and accept reappointment as a substitute.
    b. **Current Employees:** Current employees who are not employed as bus attendants or bus monitors and who apply and are recommended may be appointed to that position without serving as a substitute if they meet all other eligibility requirements.
3. **Department Seniority:** The Transportation Labor/Management Committee has approved the use of a department seniority date for bidding purposes, in order to hold harmless employees who have moved from one position to another within Transportation without a break in service or exiting the department.

5.03 Transfer:

1. **Voluntary:**
    a. **Request:** Each employee may request a transfer by contacting the supervisor or principal at the site in which a vacancy exists and request an interview.
    b. **Seniority:** When two (2) or more employees apply for the same position, the employee with the most in-county seniority will be given first consideration.
    c. **Notice:** All transfer applicants granted interviews shall be notified in writing by the principal or supervisor of their decision.
    d. **1:1 Instructional Support Personnel:** Instructional Support Personnel who are assigned to an individual student shall have the right to first refusal to voluntarily transfer with the student to another district school location, pending no issues or concerns.
    e. **1:1 Bus Attendant**: Bus Attendants that bid 1:1 with a student will be given the option to transfer or the refusal to transfer with a 1:1 student if the transfer is outside of the worksite as long as all requirements are met. A Bus Attendant will automatically transfer with a 1:1 student within the work site.
        1. If a Bus Attendant decides to refuse a transfer and there is no availability within the worksite then the Bus Attendant will be used at a worksite that has availability.
    f. Conflicts:
        1. **Administrator Agreement:** When an employee has been offered a new position which will involve a voluntary transfer or promotion to another school or site, the two (2) site administrators must reach agreement on the transfer within one week from the date of acceptance.
        2. **Superintendent Approval:** If the two (2) site administrators do not agree to a voluntary transfer decision, then an appeal can be made to the Superintendent for a final decision regarding the transfer disposition.
        3. **Retention of Right:** The employee offered the new position retains a right to that position during the period of transfer

disposition resolution.

2. **Involuntary:** Involuntary transfers may occur in response to financial needs, student needs, discipline, resolution of workplace civility concerns, and conflicts of interest.
    a. **Correct and Proper Operation:** Transfers shall be made on a voluntary basis, whenever possible; however, correct and proper operation of the school district will necessarily require that involuntary transfers be made.
    b. **Financial or Student Need:** Involuntary transfers may be made in the event of a school closing. Involuntary transfers may be made to achieve a reduction in the number of employees assigned to a school. Subject to job requirements and student needs, employees selected for involuntary transfers shall be those with the least District seniority.
    c. **Criteria:** The Board shall determine the criteria for the selection of employees to be involuntarily transferred. Such criteria shall be applied uniformly throughout the District.
    d. Notice:
        1. **Association:** Prior to notices of involuntary transfers, SPALC will be notified and given the opportunity to work out the timelines and guidelines for accomplishing the involuntary transfer process and surplus.
        2. **Employee:** An employee selected for an involuntary transfer shall be given the reason for such transfer and the opportunity to object to their supervisor about such transfer. If requested by the employee, the reason shall be given in writing.
    e. **Training:** Prior to an involuntary transfer, employees with seniority may be provided an opportunity to receive training for a similar position if available at their current work site. The training must occur during a natural break in the employee's work schedule (i.e. summer break) and not affect the efficient operation of the work site and/or the District. The employee will participate voluntarily in the training and will not be provided pay and/or benefits for the time spent in training. If, at the conclusion of the training, management determines that the employee will not be capable of performing the functions of the new position the employee will be involuntarily transferred to a new location. Training

will not be implemented solely due to an involuntary transfer and must already be available as a part of the District's normal or scheduled Professional Development offerings.

f. **Surplus Process**:

1. **Voluntary:** Prior to determining involuntary transfers, employees shall be given an opportunity to volunteer.
2. **Order:** A list of employees to be involuntarily transferred will be compiled by Human Resources. Vacancy information shall be provided to these employees.
3. **Preference:** Thereafter, employees shall indicate the positions, in order of preference, which they desire.
4. **Seniority:** After consideration of job requirements and student needs, employees who have the highest seniority shall be placed first.
5. **Job Classification:** No new employee shall be hired in a job classification until all employees in that classification have been placed.
6. **Employee Refusal:** Should an employee refuse to accept an assignment substantially equal to their current assignment, said refusal shall constitute a resignation by the employee.

3. Reassignment: A reassignment of duties at the same school or site is not a transfer

5.04 - Reduction in Force: The Board will determine the classification by departments and schools to be reduced. The Board will notify the Association in advance of any reduction-in-force or reduction in hours action. Employees will be laid off or reduced in hours in the inverse order of their seniority in the District. Employees who are laid off, surplused, or reduced in hours may fill a vacant position, if qualified.

1. Recall:

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

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

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

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

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

5.05– Assignment of Duties

1. **Job Description:** The District will prepare, review, revise, and maintain job descriptions for those jobs in the bargaining unit as it deems necessary. Human Resources will provide the Association copies of new or revised job descriptions through the SPALC Labor/Management Committee and afford the Association an adequate opportunity to review and provide written feedback prior to implementation. The role of the Association in this regard will be advisory in nature. All job descriptions shall be posted on the Human Resources section of the District website. The job descriptions shall list the required qualifications as completely as possible. Every job duty in a job description need not always be specifically described, and any omission does not preclude the required performance of all duties that are job related.
    a. **Regular Review:** The District agrees to review job descriptions to ensure that an accurate reflection of performance expectations is maintained. The SPALC Labor / Management Committee will review proposed changes in job descriptions prior to placement of these proposed changes on the Board agenda. The SPALC Labor / Management Committee will recommend job groups for consideration in the establishment of career advancement paths.
    b. **Request for Review:** An employee may request a formal review of their job description if the employee believes the current duties as assigned do not match the job description. Requests for review shall be made in

writing and submitted to the SPALC Labor/Management Committee.

c. **Supervisor Directives:** Nothing in a job description shall be construed that any employee has the right to refuse to follow instructions.
d. **Instructional Supplements:** Instructional supplement positions will not conflict with an employee's primary job duties, work schedule, or hours.

2. **Temporary Reassignment:** If an employee is assigned to perform all the essential functions and duties of a position in a pay grade higher than the employee's regular pay grade the employee shall be paid at the higher pay grade. Any suspected abuse of the temporary assignment article or unfair assignment of opportunities for short term assignment practices will be referred to the SPALC Labor / Management Committee.
    a. **Mileage:** If an employee is asked by a supervisor to leave the work site on District business, using their personal vehicle, the Board shall reimburse the employee for actual mileage and furnish liability insurance coverage as provided by the District's self-insurance plan. No employee shall be required to use their personal vehicle for District business.
3. **Temporary Duty:** Upon the approval of the supervisor, an employee may be assigned to be temporarily away from their regular duties and/or place of employment for the purpose of performing other job-related services, including but not limited to participation in surveys, professional meetings, study courses, workshops, professional organization meetings and similar services of direct and long-term benefit to the work group.
    a. **Training Opportunities:** Employees will be given an opportunity for training in job advancement skills.
4. **Substitutes:** If an employee is on an approved leave of absence, and no substitute is utilized, no additional duties shall be distributed to other employees unless comparable duties are specified by the principal, supervisor or designee as duties not to be completed.
5. **Interns:** Interns may be identified as needed for the efficient operation of the school system and to provide advancement opportunities for employees. At the end of the internship, employees not promoted to positions in which the internship was served shall be returned to a position comparable to the position held prior to serving the internship.

6. **Satellite Work Sites:** In departments where zones, regions or satellite work sites are established, employee preferences by seniority will be considered. The Superintendent reserves the right to assign employees as needed. Bidding procedures shall be established through labor / management meetings in each department affected.
7. **Subcontracting:** The District agrees to utilize subcontractors only for a specific need or in case of an emergency.
8. **Assignment of Duties for Transportation Employees:**
    a. **Route/Time/Mileage (RTM) Report:** A copy of the route, time and mileage sheets shall be given to the attendant/monitor anytime one is submitted to the driver of their bus.
    b. Field Trips:
        1. **Trip Eligibility:**
            1. **Sign-Up:** To be eligible for Field Trips an employee must notify the Transportation Department in writing on the form provided by the District, prior to the first day of school of their availability for Field Trips. Employees who become eligible or request assignments or reinstatement after the first day of school, shall be added to the end of the list.
            2. Out-of-County Trips: To be eligible for out-of-county trips, employees must complete one full calendar year of employment as a bus operator, attendant or a monitor to work field trips. When requested by the employee in writing, time worked in excess of one-half year or five (5) months as a substitute will be counted toward eligibility.
            3. **Removal from List**:
                1. **Written Request:** Upon written request by the employee to the Transportation Department, an employee's name be withdrawn from the list of field trip eligible employees. When an employee withdraws their name from the trip list, they may not resume trip eligibility for three (3) months and then only upon written request.
                2. **Third Rejection:** Employees shall be removed from the trip roster for the remainder of the school

year after the third rejection of a field trip within a single school year.

3. **Failure to Appear:** If an employee fails to appear for a scheduled trip without providing notice 24 hours prior to the trip, the employee may be removed from the trip roster for the remainder of the school year and be subject to further discipline.
4. **Student Abandonment:** If an employee abandons students while on a trip, the employee shall be removed from the trip roster and be subject to disciplinary action up to and including termination.

2. **Trip Assignment:** Trips will be assigned on the basis of seniority, parking location, and availability as listed below.
    1. **Types:** Field trips will be classified into three (3) categories: “Hurricanes/Other Emergencies”, “Short Notice Trips”, and “All Other Trips”.
    2. **Procedure:** The procedure for assignment shall be as follows:
        1. **Employee Availability:** Employee availability is defined as follows:
            1. **Normally Assigned Route:** Trip assignment to an eligible employee would not jeopardize the on-time arrival of the employee’s normally assigned bus route as determined by the Executive Director of Transportation or designee.
            2. **Trip Arrival/Departure:** Trip assignment to an eligible employee would not jeopardize the on-time arrival and departure time of the assigned field trip bus as determined by the Executive Director of Transportation or designee.
        2. **Missed Trip:** If an employee elects to reject an assignment, they will be passed over until their

name comes up again in rotation. Any employee who misses an assigned trip or fails to decline a trip within 24 hours from notification of assignment will miss not only that turn, but their next turn.

3. **The trip assignment process (the "Process")** shall be performed in the employee lounge on Monday(s). The Process shall be open to employees for observation as an audience member; however, no questions are permitted during the Process to ensure its proficiency. Questions should be provided to the representative and/or supervisor before the Process commences.
4. **Trip personnel and management** are to provide updates to the assigned SPALC designee, along with the changes from the prior week's assignment to ensure all parties are on the same page.
5. **Trips shall be assigned** according to availability and seniority in busHIVE to post for employees to pick up on Wednesday by 10:00 am. Any trip not picked up by Friday at 10:30 am of the week after the trip list is posted in the lounge will be reassigned and treated as a decline in the rotation.
6. **Any trip that is not accepted** within the first 24-hour period will be considered declined and the employee assigned the trip will be skipped in the next rotation. Once an employee has accumulated three (3) declined trips, the employee shall be removed from the trip list. The employee will be informed of removal from the trip list via email for notification and documentation purposes.
7. **Trip Cancellation**: Assigned trips that are canceled shall be governed as provided below:

1. If an assigned trip is canceled on the day of the field trip, the employee assigned to the field trip shall be compensated two (2) work hours for the inconvenience and receive a replacement trip.
2. If an assigned trip is canceled before the day of the field trip, the employee assigned to the field trip will be notified and provided with a replacement trip within that rotation.

8. **Field Trip Absences:**
    1. Field trips missed by an employee due to an authorized absence will not cause the employee to miss their turn. That employee will be offered the next available field trip; however, no employee will be allowed to bank trips.
    2. An employee absent on the day before an assigned trip must provide the supervisor with notice of their ability to cover the assigned trip no later than 7:00 pm the day before; otherwise, the trip will be reassigned.
9. **Employees assisting with daily coverage** will not be skipped in the rotation or assignment when trips are being assigned.
10. **Hurricanes/Other Emergencies:** Assignments out of rotation for "Hurricanes/Other Emergencies" will be made in compliance with the above, unless approved by the Executive Director of Transportation.
11. **Weekend or Remote Location:** Weekend or remote location trips, up to four hours per day, may be assigned to the same employee. These trips shall be counted as one trip.

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

c. **Bus Operator Shortage:** Field trips will not be assigned by the Transportation Department to other employees or to outside vendors unless one or more of the following conditions apply:
    1. **Funding:** Funding source for field trip is outside the state funded district operational budget (e.g. internal funds, donations, cooperative organization funds).
    2. **Field Trip:** Field trip destination is outside the nine-county internal field trip zone of Collier, Charlotte, Desoto, Hendry, Hillsborough, Lee, Manatee, Pinellas, and Sarasota County.
    3. **Employee Availability:** Bus employee is unavailable. Bus employee availability is defined as follows:
        1. **Normally Assigned Route:** Trip assignment to an eligible employee would not jeopardize the on-time arrival of the employee's normally assigned bus route as determined by the Zone Director of Transportation or designee.
        2. **Trip Arrival/Departure:** Trip assignment to an eligible employee would not jeopardize the on-time arrival and departure time of the assigned field trip bus as determined by the Director of Transportation or designee.
    4. **Outside Vendors:** If any of the above conditions apply, the District reserves the right to utilize other employees or outside vendors for field trips. Bus employees assigned to an out-of-county trip canceled one week or less prior to the day of the trip, due to the use of an outside vendor, shall be compensated for two (2) hours and shall be placed at the top of the trip list.

d. **Bus Attendant Shortage:** A shortage of bus attendants shall be resolved in the following manner:
    1. **Priority Order:** A priority order for the assignment of bus attendants shall be established with input from the ESE

Department. Students requiring bus attendants in their IEP will be served first.

2. **Bus Monitors:** Bus monitors shall be assigned as bus attendants when necessary.
3. **Other Transportation Employees:** Other Transportation employees may be assigned as bus attendants in an emergency.
4. **Emergency Plan:** An emergency plan will be developed to allow students on buses without bus attendants to be picked up by other buses.
5. **Parent Phone Call:** Parents will be called by the Transportation Department and be given the option of driving their own children if a bus attendant is required on their child's IEP and no bus attendant is available.
6. **Wheelchairs:** Wheelchair buses may be scheduled late if no bus attendant is available.
7. **School-based Support Staff:** Classroom assistants and helping teachers will not replace bus attendants or bus monitors on buses.

e. Route and Zone Bidding:

1. **Regular School Year Routes:** Route bidding for all regular school year routes shall occur annually no earlier than one week prior to preschool and no later than the last day of the preschool training period. Only regular bus operators have the right to bid on any regular route and the designated parking area of a route may not be changed. Special education routes will be offered to operators and attendants who qualify by experience or training as determined by the Transportation Department. Bus Monitors and Bus Attendants have the right to bid on zones during the regular school year.
2. **Route Posting:** Descriptions of all routes will be posted at a designated location at least forty (40) work hours prior to the beginning of the bidding procedure.
3. **Route Listings:**
    1. **Assigned Duties:** Routes shall be listed by:
        1. **Estimated Route Time:** Estimated route time (Up

to a maximum of 8 hours per day. If there is a possibility of scheduled overtime, more than 40 hours per week, it will be noted on the bid sheet).

2. **Bus Information:** Bus number and type of bus.
3. **Bus Location:** Bus parking locations as determined by Transportation Department Administration.
4. **School Information:** Schools served.
5. **Route Start and End Time:** Approximate beginning and ending time.
6. **ESE Status:** Special education.

2. **Additional Assigned Duties:** Routes will include any permanently assigned standby time, intramural runs, activity runs, route preparation, swim team runs, discipline runs and any other additional duties permanently assigned.

4. **Personal Transportation:** All employees must furnish their own transportation to the original bus departure point.
5. **Bidding Process:** Employees will receive written notification of their assigned seniority number, along with the time and date to select their routes. Employees who do not appear during their assigned time may select a route at the end of the specified time block during which they appear. Any employee who does not appear will be assigned an available route at the conclusion of the bidding process.
6. **Proxy Bidding:** An employee who is unable to attend the route bidding on the specified day or time may execute a proxy. The proxy must be presented at the employee's assigned time and place for bidding.
7. **Master List:** As routes are filled during the bidding, the name of the employee who elects the route will be placed on the master list, so that employees who have yet to bid will know which routes are available.
8. **Vacant Routes:** Routes that are created or become vacant after all bidding is completed shall be filled in the following order:

1. **Unbundling Routes**: "Unbundling," if possible, those routes (by school – not by stop) and redistributing the schools to other drivers based on availability and seniority. If the route in question is an ESE route, the bus attendant will retain their initial RTM (route/time/mileage).
2. **Splitting Routes**: When a route is split, the senior employee is given first choice between the two new routes created.
3. **Rebidding Routes**: Rebidding vacancies as they occur if the RTM is greater than or equal to the guaranteed minimum hours. Assign remaining openings from the substitute list, if less than the guaranteed minimum hours.
4. **Eliminating Routes**: When a bus route is eliminated, the bus employee will become an UAR operator or an unassigned attendant until they bid an available route.

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

1. **Route Posting**: Descriptions of all routes to be rebid will be posted at a designated location at least forty (40) work hours prior to the beginning of the rebidding process.
2. **Rebidding Location**: The designated location of the rebidding process will be posted with the route descriptions to be rebid.
3. **Proxy Bidding**: The employee or proxy must be present to participate in the rebidding procedure.
4. **Employee Responsibilities**: Employees must sign bids and cannot decline a route once they have submitted a bid.
5. **Management Responsibilities:** Representatives from Transportation management, the department responsible for safety, and the Support Personnel Association of Lee County shall be present during the rebidding process.
6. **Vacant Routes:** Routes of employees on long term leave (more than 6 calendar weeks) route will be bid as vacant. When the employee returns to work, they will be an UAR

until they bid on another available route.

10. **Route Adjustments:** Bus routes shall be bid as posted. Routes may be adjusted and buses may be reassigned by Transportation administration or designee after bidding is completed. Paid Route Time and Mileage (RTM) reduced during the first two pay periods of the student year will not take effect until the third pay period. Thereafter, reductions in paid time will only occur on the basis of every other pay period. If there is a necessary reduction in the RTM, (in between the actionable pay periods), the reduced time will be made up by the employee serving standby time to perform transportation-related duties. If the bus employee chooses to waive the standby time the reduction in paid time will take place immediately.
11. **Permanent Route Change:** When the supervisor determines that a permanent route change is necessary, the bus employee(s) affected shall be consulted about the reasons for the change, the new route and the pupil bus load before the change is made. Due to the large number of changes during the first 15 days of school or under other emergency circumstances, such consultation with the employee(s) may not be possible. The supervisor shall then consider the employee's input and shall thereafter notify the employee the day a change is confirmed.
12. **Summer School Routes:** Summer School Bidding shall follow the same rules as regular bidding. Summer school route bidding will take place no earlier than two weeks prior to the first day of summer school and no later than two days prior to the first day of summer school. It will be held in an air-conditioned space. Last minute changes in routes shall be posted prominently where all can see before bidding. There will be no supervisor influencing operators in the choice of routes. The rules of bidding shall be a topic of the April Transportation Labor/Management Meeting.
    1. **Bus Attendants and Bus Monitors:** Bus attendants and bus monitors have a right to bid on summer routes if they are trained as ESE attendants.
    2. **Failure to Complete Summer School:** Employees who

accept a summer run and fail to complete their commitment to the School District for reasons other than Temporary Duty or Association Leave will be ineligible for the following year's summer school bidding.

3. **Bidding Process:** Bus employees assigned who work during the regular school year immediately preceding summer school, shall bid on summer routes prior to transfer or new employees.
4. **Sick Leave:** Sick leave shall be utilized as per Article 12.02. Within 30 days of the end of summer school, employees ineligible for the next summer school bidding will be notified. These employees will have thirty (30) days to appeal their eligibility status with the Transportation administration.
5. **Light Duty:** Transportation employees placed on light duty may be assigned to other duties to include gate duty where appropriate.

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

5.06 - Employment Opportunities: Job openings and new positions shall be filled as herein provided.

1. **Advertising Vacancies**: A list of job openings shall be provided to Association representatives at each work site upon request. Job openings shall also be posted on the District website for five (5) consecutive work days prior to filling the position. Posted job openings shall include the beginning hourly rate.
2. **Filling Vacancies**: When job vacancies occur, the applicant whose qualifications, seniority, work experience and interview responses are superior, shall be offered the position.
3. **Job Specific Skills**: Any job specific skills, knowledge, abilities and qualifications in addition to the approved job description expected of applicants shall be determined prior to considering any applicants for a vacancy.

Additional skills, knowledge, abilities and qualifications shall not be to the extent that it would create a new job classification or be equivalent to an existing job classification and job description.

a. **Notice to Employees**: Employees shall be informed about practices, policies and procedures relating to filling of vacancies.
b. **Association Participation Request**: SPALC may request to have a member participate in the process used to fill vacancies; however, management is under no obligation to permit the participation of the SPALC member.
c. **Pre-Employment Testing**: SPALC shall be involved in the selection of tests, assessment tools and scoring guides used in the selection process. If tests are used, applicants shall be informed of any tests and the process that will be used prior to the interview. Training shall be provided to employees about the process to be used and the skills necessary for each job.

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

a) **Seniority**: If the Superintendent determines that two or more current employee applicants are equally qualified, the employee applicant with the most in-district experience will be offered the position.
b) **Substitute/Temporary Employees**: Persons who have been hired as substitute/temporary employees and have worked successfully for six (6) months or longer shall be considered at the same time as current employees when vacancies occur. No temporary appointment shall become permanent unless it has been advertised in accordance with Article 5.06(1).

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

Supervisors shall, among other job considerations, recognize the seniority of employees requesting to be moved to the vacant position.

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

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

5.07 Americans with Disabilities Act: Any employee that believes that they have a disability under the ADA may apply for reasonable accommodation if the employee deems such an accommodation necessary. The request will be reviewed pursuant to the District's ADA review process. The District's application of the ADA review process shall be the sole issue under this article subject to the grievance procedures as outlined in Article 4 of this agreement. The decision and/or outcome of the employee's application or request shall not be the subject of a grievance as outlined in Article 4 of this agreement, but may be appealed pursuant to the District's ADA review process. Information about the ADA, ADA accommodation request forms, and ADA medical certification forms are posted on the District's website.

5.08 - Workers Compensation:

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

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

The District shall notify the Association prior to the evaluation of an employee. Employees who do not meet the criteria for Alternate Duty shall lose their employment with the District.

b. **Training Assignment:** Alternate Duty assignments are trainee positions at job sites to be identified by Human Resources after a thorough review of the employee's job history, qualifications, and physical limitations. Positions such as clerk typist, data entry and teachers' assistants are some of the possible opportunities for Alternate Duty training.
c. **Funding:** All Alternate Duty positions will be funded from the Workers' Compensation loss fund budget, as directed by the Insurance and Benefits Management.
d. **Training:** Employees will be placed in an Alternate Duty training position based upon their physical abilities (as determined by their treating workers' compensation physician) and their vocational aptitudes (as determined by vocational testing, educational certifications, etc.). Adjustments may be made to the job duties of the position; however, the employee must be capable of performing the essential functions of the position as described in the job description. Positions related to the employees' current position and/or level of expertise shall also be given consideration when being placed in an Alternate Duty training position.
e. **Time Limit:** The total maximum time an employee may remain in an Alternate Duty "training status" is one year. The maximum time may be extended to two years under extenuating circumstances. (Example: illness, language barrier, etc.).
f. **Successful Completion:** Employees will be deemed "trained" when they have successfully acquired the minimum skills necessary to qualify for the position for which they are training, as acknowledged by their supervisor and Insurance and Benefits Management.
g. **Failure to Complete:** An employee shall lose their employment with the District if the employee fails to achieve "trained" status within one year (or two years for employees with extenuating circumstances) and no positions exist within the District that meet the physical and aptitude requirements of the employee.

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

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

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

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

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

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

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

o. **Continued Employment:** Following a successful training period, employees who continue employment in a new assignment and are paid at a rate less than their pre-injury rate shall be reimbursed for any loss of wages which occurs due to the acceptance of the position in accordance with the appropriate wage loss procedures as defined

by Section 440, Florida Statutes. Following a successful training period, for those employees with a date of the injury occurring prior to January 1, 1994 who continue employment in a new assignment at a rate less than their pre-injury rate shall be reimbursed for any loss of wages in accordance with the appropriate wage loss procedures as set forth in Section 440 F.S. Those employees who sustained injuries subsequent to January 1, 1994, are not eligible for such wage loss benefits.

5.09- Veteran's Preference: Veteran's Preference shall be granted in accordance with applicable state and federal laws. Nothing herein shall be construed to expand any Veteran's Preference beyond the limits of applicable state and federal law.

5.10 – Personnel File:

1. **Inspection:** Each employee has the right to have another person accompany them to review their personnel file, if they so choose. Such review shall be made before or after the employee's work day or during duty-free lunch, unless the employee is on leave, in the presence of the person responsible for the safekeeping of the personnel files. The Board will provide, within five (5) work days, a copy of as much of the contents of the employee's personnel file as is requested in writing by the employee. The cost of duplication of such records shall be paid by the employee.
2. **Response:** Each employee has the right to commend in writing concerning any materials in their personnel record.
3. **Copies:** An employee will receive copies of any document referred to in Article 8 and 5.09 within one (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 necessary to report hazardous waste. Emergency phone numbers will be made available to nighttime custodians and will be included in the Safety Data Sheet (SDS) Manual.

5. Transportation:

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

b. **Student Discipline:**

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

2. **Process:** When a transportation employee has exhausted the District bus discipline procedures and a student still requires the

attention of the principal or other school or District staff, the transportation employee shall so inform the principal or designee, on the approved referral form. When a transportation employee submits a disciplinary referral, the principal or designee shall write the action taken on the form and return a copy to the transportation employee within five (5) work days. If the problem continues, the transportation employee's supervisor will arrange for a meeting with the principal or designee, the transportation employee's supervisor and other parties as deemed appropriate. For Schools with continued problems, the issue will be referred to the Executive Director of Transportation to find a solution.

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

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

6. Custodians:

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

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

c. **Equitable Distribution:**

1. The Florida Inventory of School Houses (FISH) shall be given to SPALC and shared at the May Labor/Management meeting. The report will include the formula for the resource allocations of

custodians and site workers.

2. The District shall ensure that custodial work assignments are distributed equitably among custodial employees at each worksite. Workloads shall be reasonably comparable in scope and intensity and shall not be assigned in an arbitrary or discriminatory manner. Each building will develop a plan for equitable distribution of custodial services. Only district leased and/or owned property will be included in the plan. In determining assignments, the District shall be required to consider, at a minimum: cleanable square footage, defined building zones, type and intensity of work, frequency of required tasks, and available staffing levels.
3. No employee shall be assigned a workload that is unreasonable or significantly disproportionate compared to other similarly situated employees.
4. Each facility shall be divided into clearly defined custodial zones or areas of responsibility, which shall be reduced to writing.
5. Assignments shall explicitly account for high-intensity areas, including but not limited to restrooms, locker rooms, gymnasiums, high-traffic entrances, cafeteria, and specialized-use spaces.
6. Employees assigned to high-intensity areas shall have corresponding adjustments made to their overall workload to maintain equity.
7. Outside contract hours and paid facility rentals shall not place undue additional responsibilities on custodial staff not assigned to the event.

d. **Staffing Shortages and Adjustments**

1. In the event of staffing shortages, the District shall not increase individual workloads beyond reasonable limits to compensate for absent employees. Duties shall be reassigned, reduced, or deferred in accordance with the workload plan.
2. All overtime opportunities created by custodial absences shall be offered in strict rotational order within the appropriate classification, based on a maintained and up-to-date overtime list.
3. No employee shall be required to forfeit their regular work hours or suffer a loss of straight-time pay as a result of coverage

assignments under this section.

e. **Substitutes:** If an employee is on an approved leave of absence, and no substitute is utilized, no additional duties shall be distributed to other employees unless comparable duties are specified by the principal, supervisor or designee as duties not to be completed. Review and Input The plan will be shared with all building custodians prior to preschool week. A SPALC representative may be present during the meeting to provide feedback.

f. The Association shall have the right to request a joint review of any worksite workload plan.

6.02- Protection of Person:

1. **Injury:** The Board assures employees of its support when employees have followed the laws and regulations of the State and the policies of the Board in carrying out their responsibility. An employee involved in injury to themselves, a student or to another employee shall immediately report the same to their supervisor and thereafter make such written reports as necessary to comply with Board policy.

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

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

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

2. **Workplace Civility:** Employees shall not engage in speech, conduct, behavior (verbal or nonverbal), or commit any act of any type which is reasonably interpreted as abusive, profane, intolerant, menacing, intimidating, threatening, or harassing against any person in the workplace. Bargaining unit employees may address alleged violations of this article through the grievance procedures as outlined in Article 4 of this agreement. The resolution of a complaint under this article may result in the involuntary, temporary transfer of an employee or employees pursuant to Article 5.03(2) of this agreement. Such transfer may become permanent when deemed necessary by the Superintendent or the Superintendent's designee.
3. **Harassment or Discrimination:** The District is committed to ensuring equity in school programs and employment practices. The District prohibits harassment and discrimination as provided in Florida Statute 100.05 and School Board Policy. Employees who feel they have been harassed or discriminated against are encouraged to submit a complaint in accordance with board policy.
4. **Nursing Mothers:** Protections shall be granted to nursing mothers in accordance with applicable state and federal laws, including Section 7 of the Fair Labor Standards Act. Nursing mothers will be provided with reasonable break time to express breastmilk for one year after a child's birth. The District will provide a place, other than a bathroom, that is shielded from view and free from intrusion by co-workers and the public, which may be used by an employee to express breastmilk. Employees must keep their immediate supervisor informed of their needs so that appropriate accommodations can be made with minimal disruption to the employee and the worksite. Nursing mothers who feel they have been denied appropriate accommodations are encouraged to contact Human Resources. Nothing herein shall be construed to expand these protections beyond the limits of applicable state and federal law.
5. **Domestic or Sexual Violence:** Protections shall be granted to employees who are victims of domestic or sexual violence in accordance with Florida Statute 743.313. Employees will be provided with leave in accordance with Article 12. The District will ensure that related public records exemptions are provided, may refer reported cases to the appropriate Threat Assessment Team for review, and will allow employees to request a temporary transfer or reassignment. Employees must keep their immediate supervisor informed of their needs so that appropriate

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

6.03 - Protection of Personal Property:

1. **Reimbursement for Theft or Damage:** The District shall reimburse employees for personal property theft or damage under the following conditions:
    a. **District Purpose:** The employee's personal property must be used for District purpose with the consent of the employee's supervisor.
    b. **Timely Report:** An incident report/claim documenting the loss/damage and signed by the supervisor must be submitted to Risk Management within one business day of the incident.
2. **Personal Hand Tools:** The District shall reimburse employees for the replacement cost of hand tools under the following conditions:
    a. **Location:** The hand tools must have been stolen from District-owned property, including vehicles.
    b. **Due Diligence:** The employee must demonstrate they exercised reasonable diligence in the care and protection of the tools.
    c. **Timely Report:** An incident report/claim documenting the loss/damage and signed by the supervisor must be submitted to the Insurance & Benefits Management within one business day of the incident.
3. **Personal Automobile:**
    a. **Theft and Vandalism:** The District shall reimburse employees for theft and vandalism losses to their personal autos under the following conditions:
    b. **Timely Report:** An incident report/claim documenting the loss/damage and signed by the supervisor must be submitted to Risk Management within one business day of the incident.
    c. **Police Report:** A police report must be filed documenting theft or vandalism.
    d. **Negligence:** Loss must have been the direct result of District negligence.
    e. **Reimbursement:** Maximum reimbursement of $250 toward an amount not covered by employee's personal auto insurance deductible.
4. **Collision:** The District shall reimburse employees for collision losses to their

personal autos under the following conditions:

a. **District Purpose:** The employee was driving their personal auto in the course and scope of employment with the consent of the employee's supervisor.
b. **Timely Report:** An incident report/claim documenting the loss/damage and signed by the supervisor must be submitted to Risk Management within one business day of the accident.
c. **Reimbursement:** Reimbursement shall be limited to the employee's personal auto insurance collision deductible.
d. **Fault:** Reimbursement shall be limited to accidents in which the other party is at fault (a citation is issued).
e. **Police Report:** A copy of the law enforcement accident report must be submitted to Risk Management if and when it becomes available.

6.04 - Alcohol, Tobacco, and Drug-Free Workplace: No employee shall possess, consume or sell alcoholic beverages or manufacture, distribute, dispense, possess or use, on the job or in the workplace, any narcotic, drug, amphetamine, barbiturate, marijuana or any other controlled substance, as defined in the Controlled Substances Act (21 U.S.C. 812), and as further defined by regulations at 21 CFR 1300.11 through 1300.15, or by Florida Statutes, Chapter 893.

1. **Notice of Arrest:** As a condition of employment, each employee shall: abide by the terms of this article, and; notify the appropriate director, principal or supervisor of any criminal drug statute conviction for a violation occurring on the premises of the Lee County School Board, at the workplace, or during the conduct of any official activity related to the Lee County School Board no later than five (5) days after conviction.
2. **Notice of Conviction:** The District shall take one or more of the following actions, within thirty (30) days of receiving such notice, with respect to any employee who is so convicted:
    a. **Program Participation:** Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health officials, law enforcement, or other appropriate agency.
    b. **Failure to Participate:** If the employee fails to satisfactorily participate in a

drug abuse assistance or rehabilitation program, the District will recommend non-reappointment, suspension, or termination of the employee.

c. **Other Personnel Action:** Take other appropriate personnel action, up to and including termination.

3. **Alcohol, Tobacco, or Drug Testing:** All alcohol, tobacco, or drug testing shall be conducted in accordance with District policy and procedures.
    a. **Mandatory:** Employees in safety-sensitive positions, including those defined by the U.S. Department of Transportation standards, may be required to submit to alcohol, tobacco, or drug testing on a random basis.
    b. **Reasonable Suspicion:** No employee shall be required to submit to drug or alcohol testing without reasonable suspicion except as otherwise required by law or this agreement. All drug and alcohol testing shall be conducted in accordance with District policy and procedures for drug and alcohol testing.
4. **Exemptions:**
    a. **Prescription Drugs:** Possession or use of prescription drugs by an employee for which they hold the prescription is exempt from this section.
    b. **Confiscation:** Employees who perform duties which require the disposition or confiscation of alcoholic beverages or controlled substances are exempt from this section if performing those specified duties.
5. **Employee Assistance Program:** Employee assistance will be available through Human Resources and the Employee Assistance Program (EAP).
6. **Last Chance Agreement:** A first-time Alcohol, Tobacco, and Drug-Free Workplace violation will result in an offer of a Last Chance Agreement (LCA) to the employee, a letter of reprimand (LOR), and/or mandatory referral to EAP, except in cases where aggravating factors exist. Aggravating factors may include any conduct that would be independent grounds for disciplinary action.

6.05 - Dress Code: In order to model appropriate behavior for students, employees are expected to present themselves in a professional manner at all times, in terms of dress and appearance. Employee dress and appearance shall not disrupt the educational environment.

1. **Required Uniforms:** If required, uniforms, footwear or a footwear stipend will be provided for employees. Every employee afforded uniforms including footwear, shall wear their uniform on every assigned shift or work assignment. School/site spirit or team building theme day uniform substitutions are allowed with the approval of the school/site main administrator.
2. **Identification Badges:** If required, identification badges will be furnished to employees.
3. **Measurement and Delivery:**
    a. **Purchased:** Purchased uniforms for twelve (12) month employees shall be measured by October for targeted delivery in January. Purchased uniforms for ten (10) month employees shall be ordered not later than the second week of the new school year and targeted for delivery within ninety (90) days after the order is placed.
    b. **Leased:** Uniforms that are leased shall be provided on an ongoing basis.
    c. **Safety Shoes:** Safety shoes will be made available via an on-site mobile shoe fitting company.
4. **Uniform Purchase Eligibility:**
    a. **New Hires:** New employees shall be eligible to order uniforms no later than thirty (30) days after the first day worked. New employees hired in July, August, September will be fitted according to contract language but will not become eligible again for the annual uniforms/shoes allotments until the following school year uniform/shoes distribution periods.
    b. **Current Employees:** After the first issue of uniforms, employees who are provided purchased uniforms shall have the opportunity to select approved accessories provided that the basic uniform is in good condition and that the total price of accessories does not exceed the cost of the uniforms.
5. **Uniform Allowance:** Uniform allowance/allocations for Purchased Uniform employees will be calculated as follows:
    a. **Twelve Month Employees:** Twelve-month employees eligible for purchased uniforms will be provided five (5) uniforms in the first year of

employment and up to five (5) uniforms each year thereafter. Twelve-month employees eligible for safety shoes will be allocated $100.00 each school year for the purchase of approved safety shoes.

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

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

6. Uniform Orders:

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

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

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

d. **Unspent Allowance:** Any unspent uniform top/bottom allocation dollars

can be utilized toward the purchase of additional approved accessories, additional uniform tops or additional uniform bottoms.

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

f. **Uniform Compliance:** A uniform for count compliance purposes is defined as one garment top plus one garment bottom. An eligible employee may be reimbursed a dollar amount equal to the actual cost of specified shoes, up to a maximum of one-hundred dollars ($100) if one of the following criteria is met:
   1. Vendor cannot provide required size;
   2. Medically documented reason for specified shoes.

Article 7 – Work Schedule

7.01 - Work Day:

1. **Standard Hours:** It is the mutual interest of the parties to standardize the hours of employees, where practicable. An appendix will be included that details the following: standard scheduled hours, standard worked hours, paid or unpaid lunch period, and total paid hours for all support staff positions.
    a. **Federal Grant Programs:** Employees assigned to positions as part of a federal grant may have a work day based on program requirements.
    b. **Split Shifts:** If academic programming requires the use of split shifts at a worksite, the parties agreed to bargain the impact of a split shift; except for Transportation employees and academic programs or worksites using split shifts prior to July 1, 2012.
    c. **Four-Day Work Week:** Standard work days may be adjusted during the summer for the purpose of allowing a four (4) day work week.
    d. **Lunch Periods:** Lunch periods shall be duty-free except as otherwise determined by the supervisor. Lunch periods for employees who work less than seven (7) hours shall be as indicated on the chart below and scheduled as near to the middle of the work shift as possible.
    e. **Rest Periods:** Rest periods shall be for a maximum of fifteen (15) minutes. Rest periods cannot be combined or taken back-to-back. Employees shall be entitled to rest periods as indicated on the table in Article 7.01(1)(f)). Breaks for a ten (10) hour work day apply to locations with a 4-day work week during the summer.
        1. **Food and Nutrition Services:** Food and Nutrition Services employees who work six (6) or more hours shall receive two (2) rest periods.
        2. **Transportation:** Bus Operators, Bus Attendants, and Bus Monitors are entitled to rest periods as bus schedules permit.
    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

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

2. **Non-Standard Hours:**
   a. **Summer Hours:** During the summer, employees may work a 4-day work week in departments and sites where manageable. In such departments and locations, work days will be Monday through Thursday, with the total hours worked to be equivalent to an employee's 5-day work week. Start and end dates of the 4-day work week period will be agreed upon by the SPALC Labor/Management Committee.

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

3. **Changes in Allocations:**
   a. **Notice:** When allocations at any work site require that any employee have a change in hours, the employee shall be notified of the change five (5) days prior to the effective date of the change, except for the first fifteen (15) days of the school year.
   b. **Seniority:** Employees shall be reduced in hours due to changes in work site allocations in order of their District seniority, from least seniority to greatest seniority provided the senior employee has the ability to perform the available work in a satisfactory manner. Employees shall be increased in hours due to changes in work site allocations in descending District seniority provided the senior employee has the ability to perform the available work in a satisfactory manner.
   c. **Benefits Eligibility:** The School District recognizes that many employees who work less than six hours per day desire the opportunity to work enough hours to be eligible for health insurance coverage. Where practical, the School District will strive to assist employees in achieving that goal.
   d. **Food Service Employees:** Part-time staff may be hired for Food Service positions for peak workload times with agreement of SPALC.
4. **Recording Hours:** Each work site will establish an accurate method to document employee work time and attendance. The supervisor of the work site will notify employees of the method and procedure for documenting work time and attendance. The District will inform the Association regarding a specific work site's method and procedure for documenting work time and attendance upon request.

7.02 - Work Week: The workweek shall consist of not more than forty (40) hours. The workweek shall be from Saturday 12:01 a.m. to Friday 12:00 midnight.

7.03 - Work Year:

1. **Staggered Work Year:** The Board reserves the right to stagger the work year of 216-day and 226-day employees. By March 15, the principal at each school site shall post a schedule of work years for the period of April 16 through April 15 of the next year. Employees may then bid a work year based on seniority between March 15 and April 15. Thereafter, work years shall be assigned to employees on a first-come, first-served basis. If an employee fails to request a work year, one shall be assigned by the principal by April 15. When an employee's staggered work year extends beyond the ending date specified on the current Board-approved Instructional Personnel Calendar, the employee shall be required to complete the full 216-day and 226-day schedule of employment prior to September 1.
2. **255-Day Calendar:** The work schedule for twelve (12) month employees shall be 255 days.

7.04 - Changes in Schedule:

1. **Permanent:** When it is necessary to change the shift schedule of employees in a job classification at a work site, employees will be given 30 days' notice.
2. **Temporary:** Temporary changes in an employee's shift schedule may occur with agreement of the employee and the site supervisor.
    a. **Overtime, Extra Hours and Call Backs:** Overtime and extra hours work will be distributed equitably among employees by job classification and organizational unit based on seniority, availability, and qualifications to perform the required task. Senior employees who may not be qualified shall be offered training within ninety (90) days if training is available and practical. The distribution of overtime and extra hours shall not delay or increase the cost of the Board's operation. Temporary imbalances in the distribution of overtime and extra hours will be subsequently corrected as more hours become available. When a supervisor does not follow seniority in the assignment of overtime and extra hours, notification shall be provided to the SPALC representative.

Should no qualified employee agree to overtime or extra hours work, the employer shall assign overtime or extra hours work in the inverse order of seniority.

1. **Overtime:** All authorized work performed in excess of forty (40) hours in any one week shall be considered overtime and shall be paid at the overtime rate of one and one-half (1- 1/2) times the employee's regular rate of pay. Sick leave for one day and paid holidays during the work week shall be counted as time worked for the purpose of computing overtime.
2. **Extra Hours:** All authorized work performed in excess of the employee's regular work day or work year shall be paid at the regular rate of pay, unless in conflict with the applicable supplemental contract. Employees shall receive payment for extra hours worked according to Article 10.05.
3. **Call Backs:** Employees who are called back to the job after the end of their workdays shall be compensated at time and one-half for a minimum of two (2) hours. The work site supervisor shall keep a list of employees willing to work overtime and contact these individuals first prior to contacting other employees. This section does not apply to an extended workday.

3. **Emergency Schedule Change:** In the event of an emergency or other unusual circumstance as determined by the principal or other immediate supervisor, an employee's work schedule may be temporarily changed. In situations affecting more than one worksite or department or more than approximately fifty (50) employees, management will notify the Association of the change in schedule. However, undue hardship on an employee will be dealt with on a case-by-case basis. The Board agrees to meet with the Association to discuss make-up days when schools are closed due to an emergency.
4. **Make-Up Due to Suspended Operations or Declared Emergency:** If possible, employees will be notified prior to the beginning of the work day when it is necessary to close schools as a result of a hurricane or other declared emergency. Failure to make up missed time during the scheduled work year or use appropriate leave on make-up days will result in a loss of corresponding wages, with pay to be deducted from the employee's paycheck

for time missed. If an employee terminates employment prior to the end of the work year, pay will be deducted from their final paycheck. The SPALC Labor/Management Committee will prepare a schedule for make-up of missed days to be provided to employees as soon as possible following a return to work. The Board reserves the right to waive make-up time.

a. **186-Day, 187-Day, 190-Day, 196-Day, 201-Day, and 206-Day Calendar:** For employees who work 187, 190, 196, 201 or 206 days the time may be made up on the days that students are scheduled to make up school.
b. **216-Day and 226-Day Calendar:** For employees who work 216 and 226 days, the time may be made up by extending the contract year by the number of days missed.
c. **255-Day Calendar:** For employees who work twelve (12) months per year, time may be made up by extending the length of the work day as determined by the Superintendent.

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

7.06 – Vacation: This section shall apply to all full-time twelve- month employees in the bargaining unit.

1. **Accrual:** A member of the unit who is employed on a twelve (12) month basis shall be allowed paid vacation leave, exclusive of holidays, as follows:
    a. **Less than Five Years:** An employee with less than five (5) years of continuous service shall accrue one (1) day per month (12 days per year)

b. **Five to Nine Years:** An employee with five (5) years or more of continuous service shall accrue one and one-quarter (1-1/4) days per month (15 days per year)
c. **Ten or More Years:** An employee with ten (10) years or more of continuous service shall accrue one and one- half (1-1/2) days per month (18 days per year).

2. **Requests:** Vacation will not be granted until it is earned. Each employee who has accrued at least ten (10) days of vacation shall be allowed to take at least two (2) consecutive weeks of vacation during the calendar year. Each supervisor shall develop and post a vacation schedule by March 31. Between January 1 and March 10, employees shall submit requests for vacation time to the supervisor. Requests for vacation will be granted based on seniority. The supervisor may deny specific vacation requests that disrupt the operation of the school or department. Vacation requests received after March 10 will be considered on a first-come, first-served basis and should be responded to within 10 business days. Supervisors shall respond in PeopleSoft with a specific reason for denial if a vacation request is not granted. Previous approval of vacation requests may be revoked should an emergency arise at the worksite. An appeal of a revocation of a previously approved vacation request may be made to the Superintendent or Superintendent's Designee. All requests shall be entered into PeopleSoft by the supervisor or their designee. If the supervisor chooses, they may request that the employee enter the request into PeopleSoft.
3. **Increments:** Vacation may be granted in increments of thirty (30) minute increments, provided that the request does not disrupt the operation of the work site. All vacation requests must be submitted to the supervisor at least 24 hours in advance of the requested vacation time.
4. **Separation:** An employee may accrue a maximum of forty-five (45) work days (360 hours) of annual leave. Annual leave shall not be granted prior to the time it is earned and shall be used only with the approval of the Superintendent upon the recommendation of the employee's supervisor. Upon separation from the Board, an employee shall be paid for accrued annual leave as of the date of separation based on the employee's daily rate of pay at the time of separation. In the case of the death of an employee, payment for accrued

annual leave shall be made to the employee's beneficiary of record, or if none, to their estate.

7.07 – Transportation Employees:

1. **Work Day (Bus Operators):**
    a. **Standard Work Day:** All regular bus operators will be guaranteed a minimum of seven (7) hours per day when school is in session. All hours worked beyond 40 hours in the work week will be paid per Article 7.04(2)(a)(1) of this agreement. The minimum requirements shall not apply to summer school.
    b. **Absence Reporting:** All absences must be reported to the Transportation Department no later than one (1) hour prior to the scheduled start of the route.
    c. **Breaks:**
        1. **As Schedule Permits:** Bus Operators may take a morning (a.m.) and afternoon (p.m.) break as their schedule permits.
        2. **Safe Location:** Breaks will be taken at a safe location without deviating from the bus operator's scheduled route.
        3. **Route Time:** Route time will not be extended to provide for a break.
    d. **Time Reporting:** Bus operators will be paid for all time worked within a pay period per Article 10.05 if the employee has accurately reported work time on the prescribed tracking system. Work time not accurately recorded by the employee on the prescribed tracking system shall be paid after the employee has notified the Transportation Department. Upon notification and verification, the employee will be paid within the next two pay periods.
    e. **Pre and Post-Trip Inspection:** The normal workday shall be the bid time, including the ½ hour for non-route time (pre- and post-trip inspection), up to a maximum of 8 hours. Additional workday hours shall include approved hours on the Route Time & Mileage (RTM) report.

1. **Excess Time:** Any operator whose approved route exceeds six and one-half (6-1/2) hours per day will be paid for excess time to the nearest quarter hour at their regular hourly rate.
2. **Non-Route Time:** The one-half (1/2) hour daily non-route time shall be used by operators for activities needed to perform their normal duties. Duties include, but are not limited to fueling and cleaning of bus, completion of surveys and other paperwork and conducting pre-trip/post-trip inspections.

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

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

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

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

a. **Standard Work Day:** All regular bus attendants and monitors will be guaranteed a minimum of six (6) hours per day when school is in session. All hours worked beyond 40 hours in the work week will be paid

per Article 7.04(2)(a)(1) of this agreement. The minimum requirements shall not apply to summer school.

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

c. **Breaks:**
    1. **As Schedule Permits:** Bus attendants and bus monitors may take a morning (a.m.) and afternoon (p.m.) break as their schedule permits.
    2. **Safe Location:** Breaks will be taken at a safe location without deviating from the scheduled route.
    3. **Route Time:** Route time will not be extended to provide for a break.

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

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

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

Article 8 – Performance Evaluation

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

8.02 – Procedure:

1. **Supervisor Meeting:** Each employee's performance assessment shall be discussed with them by the supervisor. All discussion of a performance assessment by a supervisor shall be conducted in private.
2. **Employee Acknowledgement:** After discussion of the performance assessment, the employee shall acknowledge the performance assessment, indicating that they have been shown the report and that it has been discussed with them by the assessor.
3. **Supporting Documentation:** If an evaluation includes an "Inconsistent" or "Unsatisfactory" rating or a derogatory comment regarding performance, the supervisor must provide proof that the employee has been counseled prior to the evaluation in the area receiving the "Inconsistent" or "Unsatisfactory" rating or has been counseled in the same performance area of the derogatory comment.
4. **Employee Comment:** If the employee disagrees with their performance assessment, they may submit a statement in electronic form which shall, upon request of the employee, be attached to the Board's copy.
5. **Final Rating:** Each employee shall be given a copy of their performance assessment within ten (10) calendar days after completion; but not later than April 1. Additional performance assessments completed after April 1 will be given to each employee within ten (10) calendar days after completion.
6. **Supervisor Acknowledgment:** No employee in the unit shall complete or acknowledge the performance assessment of other employees. Only a supervisor shall complete a performance assessment for an employee.

Article 9 – Disciplinary Procedures

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

1. **Site-Based Investigation:** Allegations of employee misconduct or unsatisfactory job performance shall be reviewed by the site based or school-based administrator. During the investigation, the District may temporarily reassign the employee. The employee shall be provided an opportunity to be heard regarding all allegations at a meeting with the site-based or school-based administrator.
2. **District-Based Investigation:** Professional Standards may initiate an investigation at the request of the site-based or school-based administrator or Superintendent in response to allegations of employee misconduct or unsatisfactory job performance that may result in suspension without pay or termination of employment. During the investigation the District may temporarily reassign the employee.
3. **Administrative Reassignment or Suspension:** In accordance with Florida Statute 1012.796, if an allegation of misconduct involves the health, safety, or welfare of a student, the District must immediately suspend the employee, with pay, from regularly assigned duties and reassign the employee to a position that does not require direct contact with students. An employee may be suspended with pay or reassigned pending the outcome of an investigation for allegations not involving the health, safety, or welfare of a student. Suspension with pay or reassignment pending the outcome of an investigation shall continue until an outcome has been rendered by the District and shall not be subject to the grievance procedure.
4. **Right to Representation:** If an employee has a reasonable belief that discipline or adverse consequences may result from a meeting with management, the employee has the right to request representation of their choice from the following: the employee's attorney, a union representative, or

a coworker that is a member of the bargaining unit. Notice of representation by an attorney or union representative must be provided in writing. Management is not required to inform an employee of their Weingarten rights. It is the employee's responsibility to know their rights and to request representation, if they desire representation.

5. **Pre-Determination Hearing:** Employees will be given at least five (5) days written notice, whenever possible, of a pre-determination hearing. Employees shall have the right to representation and the employee may present relevant information in their defense. Allegations will be reviewed at the predetermination hearing and the employee will be provided an opportunity to respond. After all information has been considered, a disciplinary outcome will be rendered. The Association shall have the right to attend all District-based pre-determination hearings.
6. **Progressive Discipline:** Disciplinary action shall be progressive in nature, when appropriate, and may include, but is not limited to: no cause, conference summary, written reprimand, last chance agreement, suspension, termination, reassignment, retraining, or other assistance.
7. **Probationary Period:** A new period of probation shall not be used as a form of disciplinary action for an employee who has previously completed their probationary period.
8. **Use of Technology:** Email, audio and video recordings, cell phones, and other forms of technology are common in the workplace and may be used in the course of an investigation. The initial review of security camera footage or other technology for the purpose of monitoring employee performance shall be conducted by the site-based or school-based administrator and shall remain confidential during the pendency of an investigation. All records will be provided to the Association as soon as technologically feasible and in accordance with Florida Statute. If security camera footage is evidence in an investigation of employee misconduct, the Association will have the opportunity to inspect it prior to and/or during a predetermination hearing. Disciplinary action will be based upon a totality of circumstances rather than solely upon use of technology.

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

1. **No Finding:** If an investigation results in no finding of just cause, written documentation of no finding will be placed in the investigative file and a copy will be provided to the employee. No finding of just cause is a non-disciplinary outcome and shall not be placed in the employee's personnel file.
2. **Letter of Guidance:** If an investigation results in no finding of just cause, a Letter of Guidance may be issued and will be placed in the investigative file and a copy will be provided to the employee. A Letter of Guidance is a non-disciplinary outcome that may be issued to address allegations of potential misconduct that are unsubstantiated but could negatively impact an employee's professional standing. A Letter of Guidance offers advice to the employee on conduct to moderate or monitor in order to ensure the employee meets the high ethical standards of public employment. A Letter of Guidance shall not be placed in the employee's personnel file.
3. **Administrative Notes:** Administrative Notes are any documentation of a meeting that may result in disciplinary action, including but not limited to an administrator's notes regarding a verbal warning.
4. **Conference Summary:** A Conference Summary is site-based or school-based disciplinary documentation. Any Conference Summary shall be provided to the employee and shall be signed by the employee for the sole purpose of indicating that the employee has received a copy and has had an opportunity to discuss it with their immediate supervisor. If the employee refuses to sign, the Conference Summary will be provided to the employee, indicating that the employee refused to sign. Employees have the opportunity to submit a written response, which will be attached to the Conference Summary.
5. **Written Reprimand:** A Written Reprimand is disciplinary documentation that is placed in an employee's personnel file. Any Written Reprimand shall be provided to the employee and shall be signed by the employee for the sole purpose of indicating that the employee has received a copy and has had an opportunity to discuss it with their immediate supervisor. If the employee

refuses to sign, the Written Reprimand will be provided to the employee and a copy will be placed in the employee's personnel file indicating that the employee refused to sign. Employees have the opportunity to submit a written response, which will be placed in the employee's personnel file.

6. **Last Chance Agreement:** Last Chance Agreements shall be specific in nature and when appropriate a duration will be specified.
7. **Suspension:** The process for suspension without pay shall be governed by School Board Policy. Suspensions shall be subject to grievance procedure.
8. **Termination:** The process for termination shall be governed by School Board Policy. Employees will receive written notice of a recommendation for termination, which will include the reason for the recommendation. Employees shall be entitled to a hearing before the Board.
9. **Transportation employees and operations employees** shall follow the managerial guidelines as included in the appendix. All disciplinary outcomes are the recommended outcomes for all employees who use any district-owned vehicle.

Article 10 – Compensation

10.01 – Experience Credit: Previous work experience shall be verified as equivalent to the employee's position pursuant to Board policy. Experience credit will be granted upon verification and will be retroactive to the initial hire date or the beginning of the fiscal year it was submitted, if submitted during a fiscal year after the fiscal year of the initial hire date. Current employees with less than the maximum placement within the salary range allowed for an entry level position due to a change in the standard in allowable experience credit shall receive the experience credit allowed under the standard upon verification. The SPALC Labor/Management Committee will provide input into the standards on an annual basis. The SPALC Labor/Management Committee may call for subsequent review of an area if a problem occurs. The entry rate for each position corresponds with a specific grade that defines a salary range and shall be considered the hiring rate for employees. However, employees may receive an adjustment to their starting rate within this range based on verified relevant experience. Experience credits are capped at 10 years of verifiable experience.

1. **Return to Rate of Pay**
    a. If an employee terminates their employment and is rehired by the District within one year from the date of termination, they may be eligible for a return to rate of pay, if they are hired into the same position.
    b. If an employee terminates their employment and is rehired by the District into a position on the Grade/Step Range Salary Schedule, the employee will be paid based upon verified work experience or their last step compensation rate on record with the District, whichever is greater within the same position.

10.02 – Salary Schedules: All positions that are part of the bargaining unit will be included in a SPALC Salary Schedule appendix.

1. **Differential Pay:**
    a. **SAC Chairman Supplement:** An employee who is elected as Chairman of the School Advisory Committee (SAC) at their school shall be paid an additional amount of $525.00.
    b. **ESE Instructional Support Supplement:** Employees working in ESE job codes will receive an additional $1,000.00 per year to address the need to provide students assistance with self-care.
2. **Controlling Document:** Employees shall be paid in accordance with the salary schedule. In the event of a discrepancy between the salary schedule and this Agreement, the articles of this Agreement shall prevail.
3. **Reclassifications:**
    a. **Grade/Range:** Employees in job classifications that move down in Pay Grade will retain their Compensation rate at the time of the change.
    b. **Effective Date:** Positions reviewed and recommended for reclassification shall receive compensation effective from the date of Board Approval of the reclassification. Such pay shall not be retroactive.
4. **Promotions:** No employee shall be deprived of their seniority as a condition for promotion or as the result of a demotion.

10.03 – Incentive and Bonus Programs: The District, with input from the SPALC Labor/Management Committee, will develop and implement a system for awarding all incentive and bonus programs that is in compliance with applicable laws. Availability of funding may impact the continuation of incentive and bonus programs.

1. **District Incentive and Bonus Programs:**
    a. **ActiveLee Employee Wellness:** ActiveLee seeks to provide a healthy work environment and enhance the quality of life for all District employees. ActiveLee provides engaging health programs, support resources, exercise classes, and wellness coaching to empower District employees to make healthier lifestyle choices. Incentives for District employees will be determined annually by the District.
    b. **Longevity Pay:** In order to acknowledge the dedicated service of

District employees, longevity supplement amounts will be paid as follows:

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

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

c. **Safe Driving Award:**

1. **Eligibility:** An employee shall be eligible for a safe driving award provided that the employee:
    a. **Driving Time** works in a position in which one-half (1/2) the employee's time is devoted to the operation of a motor vehicle;
    b. **Employment Status:** is employed and in good standing for a period of at least one (1) work day more than half the school year.
    c. **Preventable Accidents:** has not had a preventable accident as determined by the Safe Driver Plan or received a citation from a law enforcement officer for the moving traffic violation.
2. **Amount:** The annual amount of the safe driver award will increase with each consecutive year the driver maintains a safe records as follows:

Consecutive Years	Amount
1st year	$100.00
2nd year	$150.00
3rd year	$200.00
4th year	$250.00
5th year	$300.00

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

d. **Professional Development:**

1. **Tuition Waiver / Reimbursement:** Tuition shall be waived for employees who enroll in a supplemental vocational program. A supplemental vocational program is one that provides occupational training to maintain or upgrade an employee's skills and/or enables the employee to re-enter an occupation, including house maker. Tuition shall also be waived for employees who enroll in Adult and Community Education courses. The District shall reimburse tuition for courses previously offered by the District through the Technical Colleges. Reimbursement is subject to successful completion of the course by the employee. The course must also be District work related. The employee must consult with their supervisor prior to taking a course for which they will seek reimbursement.
2. **Trade Certification:** Trades employees who have a current license as a journeyman or who can provide written evidence of completion of comprehensive trade-related certification or degree program in the related area of their employment will receive a $300.00 supplement annually. This supplement will be paid to the employee on the next scheduled pay date following written notification from the department director to the SPALC Labor/Management Committee. Interested employees are required to seek prior approval of their eligibility for participation by submitting an application to the Principal or Director. Applications will be available upon request. Employees are not eligible to receive the Trade Certification Supplement and Training Incentive for the same activity.
3. **Training:** As an incentive for employees to improve their proficiency on the job, or upgrade and enhance their skills and

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

2. **State Incentive and Bonus Programs:**
    a. **Qualifying Adoptive Employee:** Funds associated with this program are to be distributed in accordance with Florida Statute 409.1664.
        1. **Child With Special Needs:** A qualifying adoptive employee who adopts a child within the Florida child welfare system who has special needs is eligible to receive a lump sum monetary benefit in the amount of $10,000.00 per child, subject to applicable taxes.
        2. **Child Without Special Needs:** A qualifying adoptive employee who adopts a child within the Florida child welfare system who does not have special needs is eligible to receive a lump-sum monetary benefit in the amount of $5,000.00 per child, subject to applicable taxes.
        3. **Disclaimer:** Nothing herein shall be construed to expand the Qualifying Adoptive Employee Program beyond the limits of applicable state and federal law.

10.04 – Non-Standard Rate of Pay

1. **Suspended Operations or Declared Emergency:** During periods designated by the Superintendent as a Declared Emergency or Suspended Operations, employees shall be compensated as follows:
    a. **Suspended Operations:** If District operations are suspended, employees in regular full-time or part-time positions will be paid for a regular day. Failure to make up missed time, for which the employee was previously paid, during the scheduled work year or use appropriate leave on make-up days will result in a loss of corresponding wages, with pay to be deducted from the employee's paycheck for time missed. If an employee terminates employment prior to the end of the work year, pay will be deducted from their final paycheck.
    b. **Declared Emergency:** Employees required to work during a Declared Emergency will receive a one-time bonus by the end of the regularly scheduled work year equal to their base rate of pay (hourly rate) times the number of hours worked during the Declared Emergency. Declared Emergency status will be in effect until the Superintendent returns operations to normal status. Overtime will be paid in accordance with the Fair Labor Standards Act (FLSA).
2. **Asbestos Control Team:** Employees who are members of the Asbestos Control Team shall be paid an additional $5.21 per hour for time spent working in the asbestos abatement area dressed in complete protective gear.
3. **Transportation Employees:**
    a. **Field Trips:**
        1. **Reimbursement for Expenses:** For all out-of-county field trips of one day or less, and for all overnight trips when lodging is provided by the school or group, employees will be reimbursed for meals as provided by School Board Policy. For all out-of-county overnight trips when lodging is not provided by the school or group, the employee may file a travel expense report for reimbursement as provided by School Board policy. Reimbursement will be based on the time from which the operator begins the trip to the time when the operator parks the

bus at the end of the trip. Requests for reimbursement shall be processed and paid within thirty (30) days following the submission of required paperwork. The prescribed reimbursement rate for meals when on trips shall be as provided to the employee.

2. **Field Trips:** For all trips which cannot be accomplished during the minimum day except overnight trips, employees will be paid at their regular hourly rate. Field trips which occur between July 1 and the first student school day of the new school year will be paid at the employee's regular hourly rate for the preceding school year. Employees will receive retroactive pay (when negotiated) for field trips occurring after the date of the opening of school. The number of hours to be paid for a field trip will be calculated from the time from which the employee begins the trip to the time when the employee parks the bus at the end of the trip.
3. **Overnight Field Trips:** Compensation for all out-of-county overnight field trips shall be paid at the regular hourly rate, up to a minimum of twelve (12) hours pay for each calendar day the employee is away. Should the employee work more than twelve (12) hours, a log shall be kept and the employee will be paid for the hours recorded on the log.
4. **Field Trip Cancellation:** When a field trip is canceled, and notification is not given to the employee until the actual day of the trip, the employee shall receive two (2) hours pay or actual time worked, whichever is greater, based on the regular hourly rate. Field Trip cancellations shall not count as a trip taken.

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

10.05 – Pay Delivery

1. **Pay Delivery System:** The District utilizes a payment in arrears system for employee payroll.
    a. **Standard Pay Period:** Employees will receive paychecks semi-monthly in an amount equal to their annual rate divided by twenty-four (24) pay periods. Employees may receive a prorated non-standard pay period amount, not to exceed the amount paid for a standard pay period.
        1. **Bus Operators, Bus Attendants, and Bus Monitors:** Bus Operators, Bus Attendants, and Bus Monitors shall be paid for actual hours worked, each pay period for twenty (20) pay periods. The pay delivery schedule shall be determined by agreement of the parties in the Transportation Labor/Management Committee. Each paycheck will represent actual hours worked documented prior to the cut-off of the previous pay period.
    b. **Summer School:** Employees working summer school shall be paid according to the salary schedule in effect at the beginning of the summer school program and shall be paid consistent with the payment in arrears system for employee payroll.
    c. **Payroll Dates:** Paychecks will be issued on the fifteenth and last day of the month. If that day falls on a weekend or holiday, then paychecks will be issued on the business day prior to the weekend or holiday.
2. **Payment Method:** All employees shall be paid by direct deposit or District provided pay card.
3. **Paycheck Adjustments:** Employees and their immediate supervisor will be notified of a need for paycheck adjustments. Arrangements for handling paycheck adjustments will be made directly with the employee. Every effort will be made to resolve paycheck adjustments within the calendar year to ensure accurate reporting of wages for tax purposes.
    a. **Leave Reporting:** Leave shall be reported in the same pay period in which an absence occurs. Late submission of leave may result in an adjustment of pay.
4. **Confidentiality:** Information related to pay is sensitive in nature and shall be treated in accordance with Florida Statute, Chapter 119.

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

10.06 – Changes in Compensation: Effective upon ratification for 2026-2027, support staff employed by the District will be eligible for increases as follows:

1. Employees will earn 30% towards their current target rate based on verified years of experience (Years E). A maximum of ten (10) years of creditable and verifiable prior experience shall be recognized for new hires when determining placement on the salary schedule. If the increase to the target rate does not equate to $750, the employee will receive a bonus of the difference up to a total maximum of $750.
2. For employees who are at or above their target rate, they will receive a $750 bonus.
    a) The 2026–2027 SPALC salary schedule will take effect on July 1, 2026 or the beginning of their contract, with the exception of employees working the Summer programs that continues from the 2025–2026 school year.
        1. SPALC employees receiving a salary increase will see the increase reflected on their first paycheck of the 2026–2027 school year. Employees who are at or above their targeted rate and are eligible for a one-time bonus will receive the bonus on their August 31, 2026 paycheck.

Article 11 – Benefits

11.01 – Board Provided Benefits: The Board will provide major medical insurance through the District's medical plan and group term life insurance for all eligible employees.

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

11.02 – Flex Credits: Effective April 1, 2026, the Board shall contribute $10,306.40 into the Flex Credits for each employee who is enrolled in Board-Provided Benefits and an additional $4,000.80 annually for each employee who elects to enroll in spouse or dependent coverage.

1. **Application:** Flex Credits are to be applied by employees toward the purchase of their own major medical insurance, dependent medical insurance, dental insurance, vision insurance, critical illness insurance, accident insurance, and/or cancer insurance.
2. **Health Savings Account (HSA):** For employees who elect a High-Deductible Health Plan with an HSA, any Flex Credits in excess of the employee only medical plan premium will be deposited into the employee's HSA account with the District's HSA vendor and will not be applied to dependent medical insurance, dental insurance, vision insurance, critical illness insurance, accident insurance, and/or cancer insurance.
3. **Total Contribution:** The total Board contribution for the benefits listed above shall not exceed the Flex Credits amount. Regardless of the benefits elected, the employee shall not receive cash from the Flex Credits.

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

1. **Enrollment:** Enrollment in the Flex Plan is automatic. New employees eligible for benefits have the option to waive participation in the Flex Plan within the first thirty (30) days of employment. Regular employees eligible for benefits are allowed to change their Flex Plan status during the annual enrollment period or within sixty (60) days following a qualified family status change. Enrollment in any individual benefit included in the Flex Plan remains binding until the employee changes their benefit election. Such changes may only be made during the Open Enrollment period for the benefit or within thirty (30) days (to add a benefit) or within sixty (60) days (to drop a benefit) following a qualified family status change, and must be made on the appropriate enrollment change form. Changes made during the Open Enrollment period will become effective the first day of the new benefit plan year.
2. **Flexible Spending Accounts (FSA)s:** All eligible employees may participate in optional medical and/or dependent care FSAs, which allow those employees to pay for qualified medical and dependent care expenses with pre-tax payroll deductions. Employees enrolling in an FSA must do so annually as they are regulated by the IRS. Flex Credits may not be directed to Flexible Spending Accounts.

11.04 – Major Medical Insurance: The Board will provide major medical insurance through the District's medical plan to each eligible employee. Such coverage shall become effective the first of the month following a forty-five (45) day waiting period from the date of employment. The date of employment shall be included as one of the forty-five (45) days.

11.05 – Option to Decline Benefits: Employees who can verify evidence of medical insurance coverage shall be allowed to decline coverage under the School District's medical plan. Employees shall receive $25.00 per paycheck (24 pay periods)

or $30.00 per paycheck (20 pay periods) of Flex Credits to spend on voluntary benefits (dental, vision, critical illness, accident, and/or cancer).

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

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

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

11.08 – Liability Insurance: The Board will provide liability coverage for employees in an amount not less than one million dollars ($1,000,000.00) per occurrence.

11.09 – Self-insurance Fund Reserve: Self-Insurance Fund reserves shall not be transferred out of the fund without the recommendation of the Insurance Task Force.

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

11.11 – Social Security: The District makes Social Security contributions on behalf of all eligible employees.

Article 12 – Leave

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

12.02 – Employees

1. **Leave Balance and History:** Employees shall have access to an accurate accounting of their leave balance and history via PeopleSoft. Every effort shall be made to provide a monetary value associated with an employee's leave balance. Monthly statements of leave shall be available via PeopleSoft.
2. **Rights and Responsibilities:** Employees have the right to accrue leave and the right to request use of leave. Employees have the responsibility to attend work as much as possible. Employees have the responsibility to communicate with their immediate supervisor and district staff regarding absences and leaves. Employees have the responsibility to provide supporting documentation, if requested by their immediate supervisor or district staff.
3. **Requests:** Employees shall be able to submit leave requests to their immediate supervisor. Requests shall be made as far in advance as possible. Requests made twenty-four (24) hours or less before an absence may be denied. Requests made five (5) business days or less before an absence may require supporting documentation. Business days shall be defined as days that the District offices are open for business. Supporting documentation may be submitted in advance of an absence and must be provided no later than five (5) business days after an employee's return to work or the expiration of approved leave, whichever comes first. Request shall be considered denied until written approval is provided by the employee's immediate supervisor or Human Resources.
4. **Rationale or Reason:** Requests for use of leave shall include a rationale or reason for the request. Employees are required to select from the following

types of sick leave, vacation, or temporary duty. Employees may provide a rationale based on the type of leave selected.

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:
        1. **Medical (Self):** Medical (Self) includes absences due to personal illness, injury, accident, disability, or other medical condition.
        2. **Medical (Family):** Medical (Family) includes absences due to illness, injury, accident, disability, or other medical condition of a family or household member, including but not limited to: father, mother, brother, sister, husband, wife, child, or another close relative.
        3. **Personal:** Personal includes absences due to personal business or matters which cannot be attended to outside of the employee's regular workday, including but not limited to: legal proceedings, weddings, graduations, or civic functions.
    b. **Vacation:** Vacation is available to full-time regular employees with a 255-day work year. Vacation may be used in one (1) hour increments vacation requests must be pre5 scheduled and pre-approved.
    c. **Temporary Duty:** Temporary Duty may be used in one (1) hour increments. Requests for temporary duty may be for a rationale or reason listed below:
        1. **Professional Development:** Professional Development includes absences due to the performance of assigned duties in direct support of the District's mission, including but not limited to: participation in professional associations, conferences, trainings, surveys, workshops, and other professional meetings. Professional Development may be eligible for travel reimbursement or per diem payments for meals.

2. **Jury Duty:** Jury Duty includes absences due to court summons for participation on a jury panel or service as a juror. Employees are required to immediately return to work upon dismissal from participation on a jury panel or service as a juror. Jury Duty is not eligible for travel reimbursement or per diem payments for meals.
3. **Witness:** Witness includes absences due to subpoena by the District in order to represent the District as a witness or to provide testimony. Employees are required to immediately return to work upon dismissal from service as a witness. Witness is eligible for travel reimbursement and per diem payment for meals.
4. **Military:** Military includes absences due to military order. Military is not eligible for travel reimbursement or per diem payments for meals.

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

1. **Bereavement Leave**: Up to 3 days bereavement leave not out of personal/sick leave for family members, per incident. Family members: spouse, domestic partner, child, parent, parent-in-law, brother, sister, daughter-in-law, son-in-law, grandmother/grandfather, grandson, granddaughter, legal dependents.
2. **Parental Leave**: Up to four (4) weeks, twenty (20) consecutive work days of paid leave for support staff for the birth of a child or placement of child for adoption. Eligibility for paid parental leave requires an employee to be actively employed for at least one year without a break in service. Paid parental leave is to be used before any accrued leave or leave without pay for parental purposes. FMLA runs concurrently with Parental Leave.

6. **Approval or Denial:** Employees will be notified of the status of their leave request as soon as possible and no later than ten (10) business days after the request is made.
7. **Return:** Prior to the expiration of approved leave or the exhaustion of accrued leave, employees must notify their immediate supervisor of their intent to return to duty, resign, or request additional leave. Employees should provide their immediate supervisor with twenty-four (24) hours' notice of their intent to return to work.
    a. **Fitness for Duty:** A fitness-for-duty screening may be required if an employee is absent for ten (10) days or more in a twelve-month period. An immediate supervisor may request a fitness for duty screening if an employee is absent and does not have prior approval for use of leave. Prior to requiring a Fitness for Duty exam, the District shall counsel the employee to assist in determining the necessity of the exam, unless there is an immediate health or safety risk to the employee or another person. If the District determines that a Fitness for Duty exam (either medical or psychological) in accordance with the Florida statutes is required, the employee shall be placed on administrative leave with pay until the Fitness for Duty exam can be completed, within three (3) business days. After that time, their sick leave would be charged. If the individual is deemed "not fit for duty" they would go on Board leave or use sick time. The administrative leave without pay will begin the next work day. Fitness for Duty options apply to employees who are not currently on leave. The date of the doctor's note shall control the duration of temporary duty.
8. **Abuse of Leave:** Any absence that results in a disruption to the education environment or worksite may be considered an abuse of leave. If abuse of leave is suspected, immediate supervisors may request supporting documentation. Abuse of leave may result in a change in the type of leave recorded, or disciplinary action up to and including termination.
    a. **Absence Without Leave (AWOL):** Absence Without Leave (AWOL) includes absences that have not been approved by the immediate supervisor. AWOL includes absences that are considered "no call, no

show" and may be treated as abandonment of position after three (3) consecutive days of absence.

b. **Leave Without Pay:** Leave Without Pay (LWOP) includes absences where paid sick leave or vacation is not available or not approved by the immediate supervisor. LWOP may be granted by the immediate supervisor in emergency situations and should be reported by the immediate supervisor to Human Resources and Payroll. Unapproved absences or absences on a day where a request for leave has been denied will be leave without pay.
c. **Excessive Absenteeism:** Excessive absenteeism includes absences in excess of accrued leave, absenteeism at a rate exceeding the rate of leave accrual, or three consecutive days of absence without approval by the immediate supervisor. Immediate supervisors should communicate with individual employees to discuss excessive absenteeism prior to taking disciplinary action.
d. **Suspicious Pattern:** Suspicious patterns of absence may be considered an abuse of leave provided there is an articulable and objective basis for the suspicion.

12.03 – Immediate Supervisors:

1. **Leave Balance and History:** Immediate supervisors shall have access to an accurate accounting of the leave balance and history for the employees they supervise via PeopleSoft. Every effort shall be made to provide a monetary value associated with the employee's leave balance. Monthly statements of leave balances shall be made available to immediate supervisors via PeopleSoft. Immediate supervisors shall review available reports and notify Professional Standards of any cases of suspected abuse of leave.
2. **Rights and Responsibilities:** Immediate supervisors have the right to review leave requests. Immediate supervisors have the right to approve or deny requests, based on an assessment of disruption to the education environment or worksite. Immediate supervisors have the responsibility to honor all good faith requests. Immediate supervisors have the responsibility to provide notice

to employees regarding available types of leave at least once annually. Immediate supervisors have the responsibility to communicate with employees and district staff regarding employee absences and leaves. Immediate supervisors have the responsibility to oversee and coordinate vacation schedules for employees at their location in order to minimize potential disruption.

3. **Requests:** Immediate supervisors shall respond to leave requests submitted by the employees they supervise by indicating if the request is approved or denied. Approval or denial of leave requests shall be made as far in advance as possible and no later than ten (10) business days after the request is made. Requests made twenty-four (24) hours or less before an absence may be denied. Requests made five (5) business days or less before an absence may require supporting documentation. Business days shall be defined as days that the District offices are open for business. Supporting documentation may be submitted in advance of an absence and must be provided no later than five (5) business days after an employee's return to work or the expiration of approved leave, whichever comes first. Immediate supervisor must report absences of three (3) consecutive days or more, or ten (10) days in a twelve-month period to Payroll and Human Resources.
4. **Rationale or Reason:** Immediate supervisors shall review the rationale or reason for the request. Employees are required to select from the following types of leave: Sick Leave, Vacation, or Temporary Duty. Additional commentary is not required by the employee, but may be requested in the event that an immediate supervisor suspects abuse of leave or if the absence may result in a disruption to the education environment or worksite.
    a. **Supporting Documentation:** Appropriate supporting documentation includes, but is not limited to: notes issued by a licensed medical professional, obituaries or certificates of death, conference or course registration information, jury summons, military orders, subpoenas, travel documents, police reports, referrals to victim services organizations, or similar documentation issued by an objective third party. Immediate supervisor must have supporting documentation for absences of three (3) consecutive days or more, or ten (10) days in a twelve-month period.

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

5. **Types of Leave:** Immediate supervisors shall respond to leave requests for the types of leave mentioned in Article 12.02(5) and submit employee requests requiring District approval to Human Resources.
    a. **Sick Leave:** Immediate supervisors may approve requests in increments of one (1) hour.
    b. **Vacation:** Immediate supervisors may approve requests in increments of one (1) hour.
    c. **Temporary Duty:** Immediate supervisors may approve requests in increments of one (1) hour.
6. **Approval or Denial:** Immediate supervisors shall enter their approval or denial of an employee's request for leave into PeopleSoft. Immediate supervisors will make reasonable efforts to ensure a response is provided to the employee prior to the date for which the leave is requested. Immediate supervisors shall notify employees of the status of their leave request as soon as possible and no later than ten (10) business days after the request is made.
    a. **Approved:** Immediate supervisors may approve requests if:
        1. **No Disruption:** The request is for sick leave or temporary duty for an absence that will not result in a disruption to the education environment or worksite and adequate staffing or coverage exists.
        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.
    b. **Denied:** Immediate supervisors may deny requests if:
        1. **Insufficient Notice:** The request is made twenty-four (24) hours or less before an absence.
        2. **Incomplete Request:** The request is made without selecting a type of leave, without providing a reason or rationale based on

the type of leave selected, or without providing supporting documentation if requested.

3. **Start of School Year:** The request is for a day during the five days immediately following the start of the student school year.
4. **End of School Year:** The request is for a day during the five days immediately prior to or immediately following the end of the student school year.
5. **Paid Holiday:** The request is for the day immediately prior to or following a paid holiday, as mentioned in Article 7.05 (Holidays), or approved vacation.
6. **Vacation:** The request is for a vacation that has not been pre-scheduled or is not pre-approved by the immediate supervisor.
7. **Disruption:** The request is for a day that will result in a disruption to the education environment or worksite, adequate staffing or coverage does not exist, or the request constitutes an abuse of leave.

7. **Rescind:** If a change in circumstances, including but not limited to an emergency, results in an approved leave creating disruption to the education environment or worksite, the Superintendent may rescind approved leave or authorize immediate supervisors to do the same. The immediate supervisor is responsible for providing the employee with notice that an approved leave has been rescinded.
8. **Abuse of Leave:** Any absence that results in a disruption to the education environment or worksite may be considered an abuse of leave. If abuse of leave is suspected, immediate supervisors may request supporting documentation. Abuse of leave may result in a change in the type of leave recorded, or disciplinary action up to and including termination.

12.04 – District:

1. **Notice:** Each fiscal year, Human Resources may provide employees and immediate supervisors with information on the types of leave mentioned in Article 12.02(5). Immediate supervisors may provide employees with

information on how to submit a request for leave, including those associated with Worker's Compensation, the Family Medical Leave Act (FMLA), and other types of leave. Employees are responsible for submitting requests for leave and supporting documentation themselves.

2. **Accruals:**
    a. **Sick Leave:** Sick leave shall be accrued in a manner consistent with Florida Statute 1012.61.
        1. **Standard:** Employees will receive a standard accrual of sick leave in the amount of (1) day per month based on scheduled work days. Employees must work one (1) day more than half of the month in order to be eligible for a standard accrual that month.
        2. **Summer Programs:** Employees will receive a summer program accrual of sick leave in the amount of one (1) day per three (3) weeks worked, with a maximum accrual of two (2) days per summer.
        3. **Advance:** Employees will receive an advanced accrual of sick leave in the amount of four (4) days at the start of the regularly scheduled work year.
        4. **Personal:** Employees may request to use a maximum of six (6) sick leave days for personal each fiscal year. Sick leave for personal is non-cumulative from year to year and does not constitute a separate leave accrual.
        5. **Reinstatement:** If an employee terminates their employment without receiving terminal pay benefits and is re-employed, their sick leave balance may be reinstated.
    b. **Vacation:** Vacation shall be accrued in a manner consistent with School Board Policy. Employees will no longer accrue vacation once they have reached the maximum accrual of 45 days or up to 360 hours for an employee with an 8-hour work day.

    c.

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

3. **Reports:** The District may make additional reports and queries regarding leave available to immediate supervisors via PeopleSoft.
4. **Rights and Responsibilities:** The District has the right to review leave requests. The District has the right to approve or deny requests, based on disruption to the education environment or worksite. The District has the responsibility to provide notice to employees regarding available types of leave. The District has the responsibility to communicate with employees regarding absences and leaves. Immediate supervisors may consult with Human Resources regarding requests for absences of three (3) or more consecutive days or more, or ten (10) days in a twelve-month period.
5. **Other Types of Leave:**
    a. **Association Duty:** Association Duty includes absences due to union business, including but not limited: bargaining related committees, ratification voting, election of building representatives and Association officers, and other concerted activities. Association duty must be requested by the President of the Association and the District will provide the Association with an invoice for reimbursement.
    b. **Educational:** Employees may be granted up to five (5) days of Temporary Duty per semester for the purpose of participating in a degree seeking educational program.
    c. **Extended Leave:** Any leave of ten (10) or more consecutive days shall be considered extended leave and will be subject to review and approval by Human Resources. If approved in advance, extended leave may be with pay, provided accrued leave is available and appropriate to

use. If approved in advance, extended leave in excess of accrued leave will be without pay. In accordance with School Board Policy, extended leave for thirty (30) consecutive days or more will be without pay and will require School Board approval.

1. **Request:** Employees shall be able to submit extended leave requests to their immediate supervisor and Human Resources. Requests shall be made as far in advance as possible. Requests must be made as far in advance as possible. Requests must be made five (5) business days or more in advance of an absence. Business days shall be defined as days that the District offices are open for business. Supporting documentation is required at the time the request is made. Failure to provide supporting documentation may result in denial of leave or disciplinary action up to and including termination.
2. **Rationale or Reason:** Employees may request an extended leave for the following:
    a. **Family Obligation:** Employees may request an extended leave to tend to a family obligation. Requests for more than thirty (30) days require Board approval.
    b. **Parental Leave:** Employees may request an extended leave for maternity, paternity, or adoption. Requests for more than thirty (30) days require Board approval.
    c. **Medical:** Employees may request an extended leave for absences due to illness, injury, accident, disability, or other medical condition.
3. **Approval or Denial:** Employees will be notified of the status of their leave request within five (5) business days. Human Resources shall enter approval or denial to an employee's request for extended leave into PeopleSoft. Human Resources will make reasonable efforts to ensure an approval or denial is provided to the employee and their immediate supervisor prior to the date for which leave is requested.
4. **Return:** Employees approved for extended leave for an entire school year, or the remainder of the current school year must

notify Human Resources in writing of their intent to return to duty the following school year prior to April 1.

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

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

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

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

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

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

b. **Adoption:** The placement of a child with the employee for adoption or foster care and to care for the newly placed child within one year of placement.
c. **Caregiver:** The care of the employee's spouse, child, or parent who has a serious health condition.
d. **Medical (Self):** The employee to seek medical treatment, if a serious health condition makes the employee unable to perform the essential functions of their job.
e. **Caregiver (Military):** The employee to respond to any qualifying exigency arising out of the fact that the employee's son, daughter, or parent is a covered military member on "covered active duty."
f. **Caregiver (Military – Family):** The employee to take twenty-six (26) workweeks of leave during a single 12-month period in order to care for a covered servicemember with a serious injury or illness, if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin.

1. **Domestic Violence or Sexual Violence:** (in accordance with Florida Statute 741.313): Employees are entitled to leave for three (3) working days, not out of personal/sick leave, in a twelve (12) month period, if the employee or a family or household member is the victim of domestic violence or sexual violence. In the event the employee does not have accrued Sick Leave available, the Domestic Violence or Sexual Violence leave shall be leave without pay without any penalty to the employee. Employees requiring additional time due to Domestic Violence or Sexual Violence shall be supported through the use of available accrued sick leave or approved leave without pay.
2. **Eligibility:** In order to be eligible, an employee must have a minimum of three (3) months of employment with the District. Information relating to leave for victims of domestic violence or sexual violence must be kept confidential and is not subject to inspection by the public. Eligible employees may use leave for the following reasons

a. **Injunction:** To seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence.
b. **Medical Care:** To obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence or sexual violence.
c. **Victim Services:** To obtain services from a victim services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence or sexual violence.
d. **Housing:** To make the employee's home secure from the perpetrator of the domestic violence or sexual violence or to seek new housing to escape the perpetrator.
e. **Legal:** To seek legal assistance in addressing issues arising from the act of domestic violence or sexual violence or to attend and prepare for court-related proceedings arising from the act of domestic violence or sexual violence.

3. **Threat Assessment:** An employee's request for domestic violence or sexual violence leave will result in a threat assessment by the District Threat Assessment Team.

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

h. **Worker's Compensation:** In accordance with Florida Statute 1012.63, 1012.69 and Chapter 440, employees may request leave for illness in

the line of duty or injury in the line of duty (ILD). No more than ten (10) days in a fiscal year regardless of the number of illnesses or injuries and no more than ten (10) days for any single illness or injury. Employees do not accrue ILD. The District can change sick leave to ILD if a claim for Worker's Compensation (WC) is filed and determined to be compensable. Supporting documentation is required in order to be eligible for ILD. The District reserves the right to request medical examination by a licensed health care provider approved by the Board.

1. **Childhood Illness:** Illnesses normally known as childhood diseases that are not normal adult illnesses are covered by WC. For example, mumps, measles, and chickenpox are covered, however, influenza and common colds are not.

6. **Shared Sick Leave (Family Member):** In accordance with Florida Statute 1012.61(e), employees may donate sick leave to their spouse, child, parent, or sibling who is also a district employee. Shared sick leave may not be included in terminal pay. Requests to share sick leave must be made to Payroll prior to the recipient absences for which they will apply. In order to be eligible to receive shared sick leave, the recipient must provide supporting documentation. Shared sick leave may not be used for personal leave. Employees do not accrue sick leave while using shared sick leave. Employees may not donate advance accruals. School Board Policy allows employees to share no more than twenty (20) days of shared sick leave at a time.

12.05 Terminal Pay: Terminal payment of sick leave and vacation may be made to the employee's designated beneficiary or the employee's estate, upon the death of a current employee. Payment amounts are based upon creditable years of service. Employees are not eligible for terminal pay if their termination is disciplinary in nature or if they resign during the pendency of an investigation into allegations of misconduct.

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

amount of terminal pay shall be computed as follows:

a. **One to Three District Years:** during the years of service one through three (1-3) in the District, thirty-five (35) percent of the hours of accumulated sick leave shall be multiplied times the base rate of pay.
b. **Four to Six District Years:** during the years of service four through six (4-6) in the District, forty (40) percent of the hours of accumulated sick leave shall be multiplied times the base rate of pay.
c. **Seven to Nine District Years:** during the years of service seven through nine (7- 9) in the District, forty-five (45) percent of the hours of accumulated sick leave shall be multiplied times the base rate of pay.
d. **Ten to Twelve District Years:** during the years of service ten through twelve (10-12) in the District, fifty (50) percent of the hours of accumulated sick leave shall be multiplied times the base rate of pay.
e. **Thirteen or More District Years:** during and after the thirteenth (13th) year of service in the District, one hundred (100) percent of the hours of accumulated sick leave shall be multiplied times the base rate of pay.

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

12.06 - Sick Leave Pool: Florida Statute 1012.61(3) allows for employees to pool sick leave provided certain statutory requirements are met, including maintenance of reliable and accurate records by the District showing the amount of sick leave accumulated by employees that is not used. When a Sick Leave Pool member changes positions which would require a change to a new Sick Leave Pool, that person shall be treated as a new member and must give up one sick leave day for membership in the new pool. However, if the member has donated a day within the same fiscal year, that day may be transferred to the new pool. The purpose of the Sick Leave Pool is to provide a pool of emergency sick leave days in cases of catastrophic illness. For the purposes of the Sick Leave Pool, catastrophic illness or injury is defined as those illnesses or injuries that require immediate medical attention and cannot be postponed (cannot be scheduled during a work break or during non-working hours). The Sick Leave Pool is not intended to provide benefits to an employee for such things as cosmetic surgery, elective surgery, or other similar claims. Sick Leave Pool time will only be donated for mental illness when an inpatient

hospital stay is required. Contributors may draw days from the Sick Leave Pool after their own accumulated sick leave has been exhausted. Nothing in this section shall be interpreted to change any of the other articles herein pertaining to accrued leave.

1. **Membership:** Any full-time employee may enroll in the Sick Leave Pool between August 15 and September 30 provided the following three requirements are met:
    a. **Employment:** Continuous employment for at least one (1) year. Only full-time employees are to enroll in and receive benefits from the Sick Leave Pool. Any full-time employee who ceases to work twenty (20) or more hours per week shall become ineligible for membership and benefits until the employee again becomes full-time.
    b. **Accrual:** Accrual of six (6) leave days by September 1.
    c. **Donation:** of a seventh or subsequent sick leave day by October 15.
2. **Application:** Enrollment forms shall be provided to employees at each work site. Sick leave days contributed to the Sick Leave Pool will not be returned except as hereinafter provided.
3. **Contribution:** In the event the number of days in the Sick Leave Pool balance falls below thirty percent (30%) of the number of Sick Leave Pool members, each member of the Sick Leave Pool must contribute one (1) day from their accumulated sick leave to the Sick Leave Pool. In the event a Sick Leave pool member cannot contribute an additional day due to leave exhaustion, they are not then using the Sick Leave Pool, the additional day shall automatically be their next accrued sick leave day.
4. **Duration:** If membership in the Sick Leave Pool and/or the number of days in the Sick Leave Pool fall below three hundred (300), the Sick Leave Pool shall be discontinued, and all remaining time in the Sick Leave Pool shall be distributed as provided herein.
5. **Administration:** The Sick Leave Pool will be administered by Human Resources. An Overview Committee consisting of two (2) employees appointed by the Superintendent and two (2) employees appointed by the Association shall review the administration of the Sick Leave Pool, investigate alleged abuses, and determine eligibility as herein provided. Committee members shall be provided a quarterly report showing the number of Sick Leave Pool

members, balance of days, and number of applications for use. The Sick Leave Pool will only grant the number of days that are available in the bank. No sick leave pool days will be granted that would cause a negative balance of days to occur in the Sick Leave Pool. The status of the Sick Leave Pool will be reviewed by the SPALC Labor/Management Committee at the end of each fiscal year to determine if the maximum number of days, used by one person, can be increased to a maximum of fifty (50) days.

6. **Benefits:** The Sick Leave Pool shall be used only by a Sick Leave Pool member for their personal illness or disability and may not be used because of the illness, disability, or death of any other person.
    a. **Extended Leave:** In the event of a catastrophic illness of a participating employee which causes the employee to be absent from work for an extended period of time, the employee may receive paid leave as follows:
        1. **Use of Leave:** The employee must first use all accumulated sick and all other forms of paid leave available; the employee must then use unpaid leave for ten (10) consecutive work days;
        2. **Application:** The employee must make an application to the Sick Leave Pool and submit medical justification for the number of required days.
        3. **Maximum:** The employee is eligible for up to twenty (20) continuous paid work days in a school year or a total of twenty (20) days for any one illness or disability and returns to work, the employee shall again become eligible to use days for the same illness or disability after a three (3) year period from the date of return to work.
    b. **Second Extended Leave:** In the event of a second catastrophic illness of a participating employee which occurs within one calendar year of the date the employee returned to work after utilizing the Sick Leave Pool and the employee is approved for sick leave benefits, the ten (10) days of unpaid leave shall be waived.
    c. **Denial of Request:** The eligibility of an employee to receive benefits will be reviewed by the Overview Committee which will make the final determination. If an employee is denied Sick Leave Pool benefits, the Overview Committee shall provide written reason(s). The employee may

request reconsideration within ten (10) calendar days from the date of denial. The Overview Committee's determination is not subject to the grievance procedure.

7. **Abuse:** Alleged abuse of the Sick Leave Pool shall be investigated by the Superintendent. Upon a finding of such abuse, the employee shall repay all of the sick leave credits drawn from the Sick Leave Pool and may be subject to disciplinary action.
    a. **Ineligibility:** Any employee who receives sick leave pool benefits and is not Entitled thereto shall reimburse the District for all benefits received and the Board shall restore the sick leave days to the Sick Leave Pool.
8. **Discontinuance:** If it should be necessary to discontinue the Sick Leave Pool, unused sick leave in the Sick Leave Pool will be distributed as follows:
    a. **Exceeding the Number of Members:** If the number of unused sick leave days in the Sick Leave Pool exceeds the number of members in the Sick Leave Pool, each member will receive one (1) of the unused days to be credited to their sick leave account. Those days exceeding the number of members in the Sick Leave Pool will be disposed of by the Board, whose decision will be final and not subject to the grievance procedure.
    b. **Equal to the Number of Members:** If the number of unused sick leave days in The Sick Leave Pool is equal to the number of members in the Sick Leave Pool, each member will receive one (1) of the unused days to be credited to their sick leave account.
    c. **More than Half the Number of Members:** If the number of unused sick leave days in the pool is more than one half (1/2) but less than equal to the number of members in the Sick Leave Pool, each member will receive one half (1/2) of one of the unused days to be credited to their sick leave account. Those days exceeding one half (1/2) of the number of the members in the Sick Leave Pool will be disposed of by the Board, whose decision will be final and not subject to the grievance procedure.
    d. **Half the Number of Members:** If the number of unused sick leave days in the Sick Leave Pool is equal to one half (1/2) of the number of members in the Sick Leave Pool, each member will receive one half (1/2) of one of the unused days to be credited to their sick leave account.
    e. **Less than Half the Number of Members:** If the number of unused sick

leave days in the Sick Leave Pool is less than one half (1/2) of the number of members in the Sick Leave Pool, all the days will be disposed of by the Board, whose decision will not be subject to the grievance procedure.

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

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

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

Article 13 – Participatory Decision Making

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

1. **Bargaining Related Committees:** Bargaining related committees are made up of both District and SPALC appointed members and each committee is assigned specific duties. Committees are assigned to review contract language to identify potential issues, in order to present recommendations to the bargaining teams or the SPALC Labor/Management Committee. Bargaining related committee meetings are regularly scheduled and records of meetings should be kept.
2. **Leave:** Employees participating as members of Bargaining Related Committees or School Advisory Councils may, at the discretion of the supervisor, be eligible for Temporary Duty as described in Article 12.09 to attend meetings when held away from the employee's work site.

13.02 - SPALC Labor/Management Committee: The SPALC Labor/Management Committee is a standing committee that meets on a regularly scheduled basis. The SPALC Labor/Management Committee shall be made up of four (4) members, two (2) from management and two (2) from labor. Subject Matter

Experts may be invited to participate in SPALC Labor/Management Committee meetings. The SPALC Labor/Management Committee is responsible for day-to-day contract administration, including oversight of bargaining related committees and subcommittees, ensuring the successful implementation of negotiated contract language, and executing memorandums of understanding (MOUs).

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

13.03 – District-Based Committees:

1. **Insurance Task Force:** The Insurance Task Force is a standing committee that meets on a regularly scheduled basis. The Insurance Task Force shall be made up of sixteen (16) members, eight (8) from management, including the chairperson, and eight (8) from labor, with equal representation for each association representing an affected bargaining unit. The Insurance Task Force shall review existing insurance programs and workers' compensation issues. The Insurance Task Force will explore alternatives, improvements, changes, and specifications to the existing insurance programs. In order to be implemented, any committee recommendations that alter articles of this agreement or any of the medical plan benefit description documents shall be incorporated by reference in the agreement after they have been ratified by both the Board and the Association.

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

2. **District Safety / Security Committee:** The District Safety/Security Committee is a standing committee that meets on a regularly scheduled basis. The District Safety/Security Committee shall be made up of sixteen (16) members, eight (8) from management, including the chairperson, and eight (8) from labor, with equal representation for each association representing an affected bargaining unit. The District Safety/Security Committee shall review district safety plans and unresolved site safety/security issues. Any committee recommendations shall be sent to the Superintendent's designee and the SPALC Labor/Management Committee by the chairperson.
3. **Instructional Calendar Committee:** The Instructional Calendar Committee is a standing committee that meets on a regularly scheduled basis. The Instructional Calendar Committee shall be made up of twenty-four (24) members, twelve (12) from management, including the chairperson, and twelve (12) from labor, with equal representation for each association representing an affected bargaining unit. The Instructional Calendar Committee shall review the instructional calendar for the upcoming school year. If necessary, work year calendars will be reviewed by the SPALC Labor/Management Committee or the TALC Labor/Management Committee. Any committee recommendations that alter the articles of this agreement shall be incorporated by reference in the agreement after they have been ratified by both the Board and the Association.
4. **Uniform Committee:** The Uniform Committee is a standing committee that meets on a regularly scheduled basis. The Uniform Committee shall be made up of a mutually agreed upon number of members, with equal representation for the parties. Subject Matter Experts may be invited to participate in Uniform

Committee meetings. The Transportation Labor/Management Committee is responsible for reviewing and recommending required uniforms and accessories for all appropriate departments. Any committee recommendations shall be sent to the Superintendent's designee and the SPALC Labor/Management Committee by the chairperson.

5. **Transportation Labor/Management Committee:** The Transportation Labor/Management Committee is a standing committee that meets on a regularly scheduled basis. The Transportation Labor/Management Committee shall be made up of a mutually agreed upon number of members, with equal representation for the parties. Subject Matter Experts may be invited to participate in Transportation Labor/Management Committee meetings. The Transportation Labor/Management Committee is responsible for continued communication and problem solving of issues impacting Transportation employees. The Transportation Labor/Management Committee is responsible for reviewing the paycheck schedule for Transportation employees and providing the Payroll Department with a recommendation prior to the end of the previous school year. Any committee recommendations shall be sent to the Superintendent's designee and the SPALC Labor/Management Committee by the chairperson.
6. **District Student Discipline Committee:** The District Student Discipline Committee is a standing committee that meets on a regularly scheduled basis. The District Student Committee shall be made up of sixteen (16) members, eight (8) from management, including the chairperson, and eight (8) from labor, with equal representation for each association representing an affected bargaining unit. The District Student Discipline Committee shall review the Student Code of Conduct. Any committee recommendations shall be sent to the Superintendent's designee and the SPALC Labor/Management Committee by the chairperson.

13.04 – SITE-BASED COMMITTEES: Support staff that serve on school-based committees represent the interests of individual worksites, therefore committee members will be elected by the support staff assigned to that worksite. Committee members will be elected by secret ballot election, to be counted by the Association's

lead representative for the site and a site-based administrator. The Association's lead representative or their designee shall be included on all school-based committees.

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

13.05 – Waiver of Contract Language:

1. **Request:** The Instructional Leadership Committee at any site may request a waiver of contract language in Article 5 (General Employment Practices), Article 6 (Working Conditions), and Article 7 (Work Schedule). All other articles shall not be altered, modified, or deviated from without the express written consent of SPALC and the District. Any alteration, modification, or deviation shall be memorialized in a Memorandum of Understanding. Requests for a waiver of contract language shall be made to the SPALC Labor/Management Committee.
2. **Process:** Requests for a waiver of contract language require that administration at the site allow all support staff the opportunity to review the request, discuss the request, and vote by secret ballot. Administration and an Association representative shall count the ballots together and at least 80% of the support staff assigned to the site must vote in favor of submitting the request for review by the SPALC Labor/Management Committee. Approval of the request may be subject to Board approval.

Article 14 – Professional Development

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

1. **Legal Compliance:** In accordance with Florida Statute 1012.98, the District must develop and submit a Master In-service Plan (MIP) annually to the Florida Department of Education (FL DOE). Professional development must be job related, aligned with the District's requirements for workforce development and succession planning, and support the maintenance of required certifications and licensure.
2. **Student Need:** Professional Development will work with Academic Services to develop a plan that supports District requirements based upon trends in student data, trends in employee performance evaluations, and other feedback provided as part of the participatory decision-making process.

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

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

1. **Organizational Onboarding:** Professional development will be provided to all new employees in the form of a Welcome Aboard training and New Employee Orientation (NEO). Accomplished Professional Practices for the Lee County Education System (APPLES) training will be offered to all newly hired instructional staff, however instructional staff with verified work experience will have the opportunity to waive this requirement, with approval from their

site-based administrator, upon the completion of required APPLES professional development courses.

2. **Mandatory Training and Safety Requirements:** All employees are required to complete annual training related to protection of the health, safety, and welfare of students and staff. Additional mandatory training may be required based upon a stated need by Professional Development or administrator recommendation.
3. **Instructional Support:** School and district-based administrators will collaborate to provide professional development that serves as a support for the instruction of students. Professional Learning Communities (PLCs) may be utilized to support instructional effectiveness.
4. **Promotion and Advancement:** Professional development will be utilized to support employees interested in promotion and advancement or in the realization of other professional or career related goals in a K-12 educational setting.
5. **Outside Professional Development:** The District recognizes the widespread availability of professional development opportunities offered by organizations outside of the District and will honor its commitment to support education professionals as life-long learners. Employees may submit a request for in-service credit for professional development completed within the current fiscal year. Professional Development will assess the recency and relevance of outside professional development to assure alignment with District standards before approving or denying requests.

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

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

2. **Coursework:** Professional development identified as part of the District's MIP will include online and on-demand options to support remote work and distance learning. Courses that require in person attendance of participation may be required, but virtual training opportunities will be provided whenever possible.
3. **Scheduling:** Professional development will be scheduled based upon employee input and will seek to reduce the need for disruptions to the educational environment, including limiting the need for employee absence during instructional hours and the need for employees to attend to professional development outside of regularly scheduled work hours. Professional development may be scheduled for the summer break, Thanksgiving break, winter break, or spring break. Professional development may be scheduled for afternoons, evenings, or weekends. Professional development may be scheduled during the pre-school week and on designated early dismissal days as established by the District Calendar Committee. Professional development may be scheduled during PLCs, if requested by the employee members of the PLC.

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

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

Article 15 – Duration and Acceptance

15.01 – Effective: Following ratification by the bargaining unit, this Agreement shall be effective the day after ratification by the Board.

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

15.03 – Duration: The duration of this agreement is two (2) years: FY27 (2026-2027 school year), and FY28 (2027-2028 school year).

1. **Re-opener:** The parties agree to commence negotiations of a re-opener no later than March 31, 2027.
2. **Successor Agreement:** The parties agree to commence negotiations for a successor agreement no later than June 30, 2027.
3. **Windfall or Shortfall:** If state funding is inadequate or in excess of the funding necessary to account for the fiscal impact of this agreement, the parties agree to an emergency re-opener to negotiate impact. Articles will be reopened, as appropriate, so that the impact of any windfall or shortfall in District funding may be negotiated and appropriate increases or decreases may be discussed. The parties agree to commence negotiations upon written request of either party to reopen due to a windfall or shortfall.

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

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

15.06 – Expiration: This Agreement, together with all the terms, conditions and effects thereof, shall expire on June 30, 2028, and in no event shall any other articles contravene the expiration of this Agreement.

FY27 (2026-2027) and FY28 (2027-2028) SPALC Collective Bargaining Agreement

This Agreement between the School District of Lee County and the Support Personnel Association of Lee County is entered into this 9th day of June 2026.

The Support Personnel Association of Lee County

Arlease Williams — Date 6/10/26
President

Lois Dubay — Date 6/10/26
Chief Negotiator

The School District of Lee County

Armor Persons — Date 6/16/2026
School Board Chair

Denise M. Carlin, Ed.D. — Date 6/15/2026
Superintendent

Ronald J. Iarussi, Ed.D. — Date 6/10/26
Chief Negotiator

APPROVED
JUN 09 2026
SCHOOL BOARD OF LEE COUNTY

SPALC

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) Grieved:

_____

Impact Statement:

_____

_____

_____

Relief Sought:

_____

_____

_____

Disposition:

_____

_____

_____

_____ _____/_____/_____

Immediate Supervisor or Superintendent's Designee **Date of Response**

CC: Immediate Supervisor
Superintendent
Legal Services
Grievance File

SUPPORT POSITIONS

ACADEMIC SERVICES

Job Title	JDE	Annual Work Days	FY24-25 Grade Assignment	Range Minimum	Range Midpoint	Range Maximum
Assistant, Clinic	A-11.05	190	S03	17.42	21.77	26.12
Assistant, Speech-/language Pathology	S-12.01	187	S06	20.74	25.93	31.11
Attendant, Cafeteria	A-11.03	187	S02	16.43	20.54	24.65
Attendant, Child Care	C-8.01	187	S01	15.50	19.38	23.25
Braillist	+-11.07	187	S02	16.43	20.54	24.65
Environmental Education Support	+-11.01	187	S04	18.46	23.08	27.69
Interpreter ('deaf and hard of hearing)	+-11.03	187	S05	19.57	24.46	29.35
Instructional Support	A-11.02	187	S03	17.42	21.77	26.12
Licensed Practical Nurse	1-1.02	187	S05	19.57	24.46	29.35
Specialist, Early Childhood (Senior)	3-1.01	196	S05	19.57	24.46	29.35
Specialist, Early Childhood	3-1.04	196	S04	18.46	23.08	27.69
Specialist, Early Childhood (Family Advocate)	S-8.01	187, 216, 255	S04	18.46	23.08	27.69
Specialist, Early Childhood (Family Services)	S-8.04	187,255	S04	18.46	23.08	27.69
Specialist, Early Childhood (Parent Educator)	S-11.76	216	S04	18.46	23.08	27.69
Specialist, Enrollment ('district)	S-11.52	255	S05	19.57	24.46	29.35
Specialist, Family-Community Engagement	S-11.43	187	S04	18.46	23.08	27.69
Specialist, information (Elementary)	S-11.28	216, 255	S03	17.42	21.77	26.12
Specialist, information (Secondary)	S-11.29	216, 255	S04	18.46	23.08	27.69
Specialist, Job Coach	S-11.45	187	S05	19.57	24.46	29.35
Specialist, ESE/ Compliance	S-11.74	255	S04	18.46	23.08	27.69
Specialist, ESE/ Compliance ,,	S-11.86	255	S05	19.57	24.46	29.35
Specialist, ESE/ Parental Engagement	S-11.82	187,255	S04	18.46	23.08	27.69
Specialist, Student Services (Title I , and Migrant)	S-11.64	187	S04	18.46	23.08	27.69
Specialist, Support	S-11.30	216, 255	S03	17.42	21.77	26.12
Technician, Registered Behavior	+-11.09	187	S06	20.74	25.93	31.11
Technician, Social Communication	+-11.11	187	S03	17.42	21.77	26.12

BUSINESS SERVICES

Job Title	JDE	Annual Work Days	FY24-25 Grade Assignment	Range Minimum	Range Midpoint	Range Maximum
Analyst, Procurement Services	A-6.02	255	S05	19.57	24.46	29.35
Assistant Supervisor, Mail, Shipping, and Receiving	A-11.46	255	S02	16.43	20.54	24.65
Assistant Supervisor, Printing	A-11.47	255	S06	20.74	25.93	31.11
Bookkeeper	%-1.01	216, 255	S04	18.46	23.08	27.69
Clerk, Inventory	C-11.03	255	S02	16.43	20.54	24.65
Courier	C-52.01	196, 255	S01	15.50	19.38	23.25
Operator, Snack bar	2-1.06	255	S02	16.43	20.54	24.65
Printer	3-17.01	255	S03	17.42	21.77	26.12
Specialist, Accounting	C-11.07	255	S04	18.46	23.08	27.69
Specialist, Accounting (Senior)	S-11.14	255	S05	19.57	24.46	29.35
Specialist, Bindery	2-1.11	255	S01	15.50	19.38	23.25
Specialist, Bindery (Senior)	2-1.12	255	S02	16.43	20.54	24.65
Specialist, Inventory	S-11.01	255	S03	17.42	21.77	26.12
Specialist, Inventory (Senior)	S-11.13	255	S04	18.46	23.08	27.69
Specialist, Procurement Services	S-11.32	255	S04	18.46	23.08	27.69

COMMUNICATIONS

Job Title	JDE	Annual Work Days	FY24-25 Grade Assignment	Range Minimum	Range Midpoint	Range Maximum
Specialist, Multimedia Communications	S-11.12	255	S04	18.46	23.08	27.69
Specialist, Multimedia Promotions	V-2.01	255	S04	18.46	23.08	27.69

FOOD AND NUTRITION SERVICES

Job Title	JDE	Annual Work Days	FY24-25 Grade Assignment	Range Minimum	Range Midpoint	Range Maximum
Assistant Manager, Food and Nutrition Services	A-31.01	196	S04	18.46	23.08	27.69
Assistant Manager, Environmental Education and School Garden	A-31.02	196	S04	18.46	23.08	27.69
Manager, Food and Nutrition Services (Intern)	0-1.03	196	S03	17.42	21.77	26.12

Worker, Food and Nutrition Services	F-1.04	190	S02	16.43	20.54	24.65
Worker, Food and Nutrition Services (Traveling)	F-1.05	190	S02	16.43	20.54	24.65
INFORMATION SYSTEMS						
Job Title	**JDE**	**Annual Work Days**	**FY24-25 Grade Assignment**	**Range Minimum**	**Range Midpoint**	**Range Maximum**
Specialist, Technical Support	S-11.21	255	S09	24.70	30.88	37.06
Technician, Field Support	T-6.15	216, 226, 255	S10	26.19	32.73	39.28
MAINTENANCE SERVICES						
Job Title	**JDE**	**Annual Work Days**	**FY24-25 Grade Assignment**	**Range Minimum**	**Range Midpoint**	**Range Maximum**
Assistant Supervisor, Maintenance (Crafts)	A-46.03	255	S09	24.70	30.88	37.06
Assistant Supervisor, Maintenance (Electrical/Electronics)	A-46.04	255	S11	27.76	34.70	41.64
Assistant Supervisor, Maintenance (Grounds)	A-46.09	255	S04	18.46	23.08	27.69
Assistant Supervisor, Maintenance (+Heating, Ventilation, and Air Conditioning)	A-46.05	255	S11	27.76	34.70	41.64
Assistant Supervisor, Maintenance (Indoor Air Quality and Food Service Equipment)	A-46.06	255	S12	29.42	36.78	44.14
Assistant Supervisor, Maintenance (Painting)	A-46.07	255	S06	20.74	25.93	31.11
Assistant Supervisor, Maintenance (Plumbing)	A-46.08	255	S11	27.76	34.70	41.64
Assistant Supervisor, Maintenance (Sites)	A-46.10	255	S04	18.46	23.08	27.69
Carpenter	C-56.03	255	S07	21.99	27.48	32.98
Electrician	C-56.04	255	S08	23.31	29.13	34.96
Glazier	C-56.06	255	S03	17.42	21.77	26.12
Helper, Maintenance	C-56.19	255	S02	16.43	20.54	24.65
Helper, Electrician	C-56.27	255	S04	18.46	23.08	27.69
Helper, Mechanic, HVAC and Refrigeration	C-56.28	255	S04	18.46	23.08	27.69
Locksmith	C-56.07	255	S05	19.57	24.46	29.35
Mason	C-56.08	255	S08	23.31	29.13	34.96
Mechanic, Generator	0-6.05	255	S10	26.19	32.73	39.28
Mechanic, HVAC, Refrigeration, and Chillwater	C-56.02	255	S07	21.99	27.48	32.98
Mechanic, Refrigeration	C-56.29	255	S07	21.99	27.48	32.98
Millwright/Machinist	C-56.11	255	S04	18.46	23.08	27.69
Operator, Equipment	C-56.26	255	S05	19.57	24.46	29.35
Painter	C-56.14	255	S03	17.42	21.77	26.12
Plumber	C-56.15	255	S07	21.99	27.48	32.98
Roofer	C-56.17	255	S04	18.46	23.08	27.69
Specialist, Documents	S-11.15	255	S03	17.42	21.77	26.12
Specialist, /Locks and Hardware Systems	S-11.53	255	S06	20.74	25.93	31.11
Specialist, Stock Control	S-11.11	255	S03	17.42	21.77	26.12
Specialist, Turf	C-56.22	255	S02	16.43	20.54	24.65
Technician, Chillwater and HVAC	T-6.06	255	S09	24.70	30.88	37.06
Technician, Commercial Food Service Equipment	C-56.24	255	S10	26.19	32.73	39.28
Technician, Electronics (Field Service)	T-6.05	255	S07	21.99	27.48	32.98
Technician, Energy Systems	T-6.08	255	S06	20.74	25.93	31.11
Technician, /Lift Station	T-6.07	255	S07	21.99	27.48	32.98
Technician, Pest Control	T-6.02	255	S04	18.46	23.08	27.69
Utility Worker/Trades Helper	C-56.19	255	S02	16.43	20.54	24.65
Welder/Sheetmetal Fabricator	C-56.21	255	S05	19.57	24.46	29.35
Worker, Sites	S-6.01	255	S01	15.50	19.38	23.25
OPERATIONS						
Job Title	**JDE**	**Annual Work Days**	**FY24-25 Grade Assignment**	**Range Minimum**	**Range Midpoint**	**Range Maximum**
Custodian	C-61.01	255	S02	16.43	20.54	24.65
Head Custodian	C-61.02	255	S03	17.42	21.77	26.12
SAFETY AND SECURITY						
Job Title	**JDE**	**Annual Work Days**	**FY24-25 Grade Assignment**	**Range Minimum**	**Range Midpoint**	**Range Maximum**
Attendant, Safety and Security	A-11.04	187	S01	15.50	19.38	23.25
Specialist, Safety and Security	S-11.54	187, 255	S03	17.42	21.77	26.12

Technician, Security and Video Surveillance	T-6.17	255	S07	21.99	27.48	32.98
Technician, Service (Fire Equipment)	C-56.05	255	S08	23.31	29.13	34.96

SECRETARIAL/CLERICAL

Job Title	JDE	Annual Work Days	FY24-25 Grade Assignment	Range Minimum	Range Midpoint	Range Maximum
Clerk Specialist	C-16.01	255	S02	16.43	20.54	24.65
Clerk Typist	C-21.01	196, 216, 255	S02	16.43	20.54	24.65
5eceptionist	5-1.01	255	S01	15.50	19.38	23.25
Secretary	S-1.02	206, 216, 255	S02	16.43	20.54	24.65
Secretary (School)	S-1.08	216, 255	S02	16.43	20.54	24.65

TRANSPORTATION SERVICES

Job Title	JDE	Annual Work Days	FY24-25 Grade Assignment	Range Minimum	Range Midpoint	Range Maximum
Clerk, Transportation (Stockroom)	C-11.10	255	S02	16.43	20.54	24.65
Dispatcher, Transportation Services	'-2.01	216, 255	S06	20.74	25.93	31.11
0echanic	0-6.02	255	S07	21.99	27.48	32.98
0echanic (Service)	0-6.03	255	S05	19.57	24.46	29.35
2perator, School %us	'-26.02	186	S05	19.57	24.46	29.35
Specialist, Transportation (Automation)	S-11.06	255	S07	21.99	27.48	32.98
0onitor, School %us	A-11.06	186	S03	17.42	21.77	26.12
Specialist, Transportation (Data)	S-11.31	255	S02	16.43	20.54	24.65
Specialist, Transportation (Routes)	S-11.09	255	S06	20.74	25.93	31.11
Trainer, Transportation (Safety)	T-16.02	186	S06	20.74	25.93	31.11
Transportation Support	A-11.01	186	S03	17.42	21.77	26.12

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, Lift Station	T-6.07	P	S
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	-
Transportation Support	A-11.01	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 Hous	Lunch Period		Total Paid Hours
ACADEMIC SERVICES						
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, ESOL Compliance	S-11.74	8.0	7.5	0.5	Paid	8.0
Specialist, ESOL Compliance II	S-11.86	8.0	7.5	0.5	Paid	8.0
Specialist, ESOL Parental Engagement	S-11.82	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
BUSINESS SERVICES						
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
COMMUNICATIONS						
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
FOOD AND NUTRITION SERVICES						
Assistant Manager, Environmental Education and School Garden	A-31.02	8.0	7.5	0.5	Paid	8.0
Assistant Manager, Food and Nutrition Services	A-31.01	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

Worker, Food and Nutrition Services	F-1.04	2.0	2.0	N/A	N/A	2.0
		4.0	4.0	N/A	N/A	4.0
		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
INFORMATION SYSTEMS						
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
MAINTENANCE SERVICES						
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, Lift Station	T-6.07	8.0	7.5	0.5	Paid	8.0
Technician, Pest Control	T-6.02	8.0	7.5	0.5	Paid	8.0
Utility Worker/Trades Helper	C-56.19	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
OPERATIONS						
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

SPALC LUNCH PERIOD

SAFETY AND SECURITY						
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
SECRETARIAL/CLERICAL						
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
TRANSPORTATION SERVICES						
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
Monitor, School Bus	A-11.06	6.5	6.0	Split Shift	Unpaid	6.0
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

SPALC PAY PLAN

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
S01	15.50	19.38	23.25	50.0	-
S02	16.43	20.54	24.65	50.0	6.0
S03	17.42	21.77	26.12	50.0	6.0
S04	18.46	23.08	27.69	50.0	6.0
S05	19.57	24.46	29.35	50.0	6.0
S06	20.74	25.93	31.11	50.0	6.0
S07	21.99	27.48	32.98	50.0	6.0
S08	23.31	29.13	34.96	50.0	6.0
S09	24.70	30.88	37.06	50.0	6.0
S10	26.19	32.73	39.28	50.0	6.0
S11	27.76	34.70	41.64	50.0	6.0
S12	29.42	36.78	44.14	50.0	6.0
S13	31.19	38.99	46.78	50.0	6.0
S14	33.06	41.33	49.59	50.0	6.0
S15	35.04	43.81	52.57	50.0	6.0

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
S	31,620.00	39,525.00	47,430.00	50.0	-
S 2	33,517.20	41,896.50	50,275.80	50.0	6.0
S	35,528.23	44,410.29	53,292.35	50.0	6.0
S 4	37,659.93	47,074.91	56,489.89	50.0	6.0
S 5	39,919.52	49,899.40	59,879.28	50.0	6.0
S	42,314.69	52,893.37	63,472.04	50.0	6.0
S	44,853.57	56,066.97	67,280.36	50.0	6.0
S	47,544.79	59,430.99	71,317.18	50.0	6.0
S	50,397.48	62,996.85	75,596.21	50.0	6.0
S	53,421.32	66,776.66	80,131.99	50.0	6.0
S	56,626.60	70,783.26	84,939.91	50.0	6.0
S 2	60,024.20	75,030.25	90,036.30	50.0	6.0
S	63,625.65	79,532.07	95,438.48	50.0	6.0
S 4	67,443.19	84,303.99	101,164.79	50.0	6.0
S 5	71,489.78	89,362.23	107,234.67	50.0	6.0

The above rates are based on a 255 day / 2040 hour schedule.

Conversion Rates:

226 days / 1808 hours - 0.886275
216 days / 1728 hours - 0.847059
206 days / 1648 hours - 0.807843
196 days / 1568 hours - 0.768627
190 days / 1330 hours - 0.651961
187 days / 1309 hours - 0.641651