COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE SANTA ROSA COUNTY SCHOOL BOARD

AND

SANTA ROSA EDUCATION ASSOCIATION

July 1, 2024, to June 30, 2027

Table of Contents

ARTICLE I: GENERAL PROVISIONS 4
I.1 PREAMBLE 4
I.2 RECOGNITION 4
I.3 DURATION 4
I.4 NON-DISCRIMINATION 5
I.5 SEVERABILITY 5
ARTICLE II: EMPLOYEE RIGHTS 7
II.1 PERSONAL RIGHTS 7
II.2 ASSAULT AND/OR BATTERY 8
II. 3 DISCIPLINE 8
II.4 PROBATION 11
ARTICLE III: ASSOCIATION RIGHTS 12
III.1 DUES/PAYROLL DEDUCTION 12
III.2 COMMUNICATIONS 12
III.3 REPRESENTATION ON COUNTY AND SCHOOL COMMITTEES 13
ARTICLE IV: BOARD RIGHTS 14
IV.1 BOARD RIGHTS 14
ARTICLE V: EMPLOYEE'S AUTHORITY AND PROTECTION 16
ARTICLE VI: HOLIDAYS 17
ARTICLE VII: HOURS 19
VII.1 WORK SCHEDULE 19
ARTICLE VIII: WORKING CONDITIONS 22
VIII.1 WORKING CONDITIONS 22
VII.2 WORK SITE SAFETY 23
ARTICLE IX: EMPLOYEE PERFORMANCE EVALUATION 25
IX.1 PERFORMANCE EVALUATION RESPONSIBILITY 25
IX.2 PERFORMANCE EVALUATION – GUIDING PRINCIPLES 25
ARTICLE X: PROFESSIONAL DEVELOPMENT 27
X.1 PROFESSIONAL DEVELOPMENT COMMITTEE 27
ARTICLE XI: GRIEVANCE PROCEDURES 28
ARTICLE XII: TRANSFERS, REASSIGNMENTS AND VACANCIES 32
XII.1 TRANSFER: 32

XII.2 VACANCY....33
XII.3 REASSIGNMENT....33
XII.4 STAFFING NEW SCHOOLS....34
XII.5 REDUCTION IN PERSONNEL....35
ARTICLE XIII: LEAVE ~~OF ABSENCE~~....36
ARTICLE XIV: INSURANCE....56
ARTICLE IX: MISCELLANEOUS....58
ARTICLE XVI: WAIVER PROCEDURE....59
ARTICLE XVII: MAINTENANCE OF STANDARDS....60
ARTICLE XVIII: SREA EDUCATIONAL SUPPORT EMPLOYEES SALARY SCHEDULE....61
ARTICLE XIX: TERMS OF AGREEMENT....63
APPENDIX....64
APPENDIX A: UNIT CLARIFICATION....64
APPENDIX B: DISCIPLINE FORM....71
APPENDIX C: GRIEVANCE FORM....76

ARTICLE I: GENERAL PROVISIONS

I.1 PREAMBLE

The Parties to this agreement, the Santa Rosa County School Board (hereinafter referred to as the "Board") and the Santa Rosa Education Association (hereinafter referred the "Association") are committed to the process of negotiations and collaborative resolution of issues and problems. It is the Intent of the parties to establish reasonable, fair, and equitable conditions of employment and problem resolution strategies through this Collective Bargaining Agreement (hereinafter referred to as the "Agreement").

I.2 RECOGNITION

A. The Santa Rosa County School Board recognizes the Santa Rosa Education Association, FEA, NEA, AFT (PERC Order Number EL-2017-017, Certificate Number 1923 dated December 4, 2017) as the sole and exclusive bargaining representative of all educational support employees of the school district recognized under PERC Case Number EL-2017-017, Certificate Number 1923. Unit clarification is provided through mutual agreement of the Santa Rosa County School Board and the Santa Rosa Education Association and documented in Appendix A of the Agreement.

B. The term "employee" when used hereinafter in this Agreement shall refer to any member of the bargaining unit.

C. Any new position of employment created during the life of this Agreement will be added to the unite providing it is similar to any position of the employment heretofore recognized. The Board shall notify the Association of any new positions not covered under other PERC recognized Bargaining Agent. The parties shall then discuss the applicability of this section to determine if such position should be included in the bargaining unit.

D. No position shall be eliminated from the bargaining unit without written agreement of both parties.

I.3 DURATION

A. This Agreement shall be effective July 1, 2024, and shall continue in effect through June 30, 2027. The parties shall meet annually to negotiate wages and benefits.

B. The parties may mutually agree to open individual articles of this agreement as needed. In the event the Board and the Association negotiate a mutually acceptable amendment to this Agreement, such amendment shall be put in writing and become part of this Agreement upon ratification by both parties.

C. Interim decisions to implement agreements before formal ratification shall be confirmed in writing in the form of Memorandum(s) of Understanding signed by the Bargaining Chair, Business Agent, and by the Superintendent or his/her designee, subject to approval according to the parties' internal procedures.

D. The provisions of this agreement extend as status quo until a successor agreement has been ratified by both parties.

I.4 NON-DISCRIMINATION

A. The parties agree not to interfere with, restrain, or coerce employees in the exercise of any rights guaranteed through applicable statutes including **Chapter 447 of the Florida Statues** or this Collective Bargaining Agreement.

B. The Board agrees that it will abide by all applicable State of Florida and Federal Laws, and the Florida and United States Constitutions' provisions prohibiting discrimination, including controlling and final Judicial interpretations.

C. All terms and conditions of employment, as specified in the Agreement, shall be applied equitably among all bargaining unit members at each worksite, without regard to race, creed, religion, national origin, disability, gender, sexual orientation, or marital status.

D. An employee shall report a complaint of discrimination or harassment to the appropriate administrator, District's Equal Employment Officer, the Director of Human Resource Services, or the Assistant Superintendent of Human Resource Services. The district shall inform the employee of the status of the complaint periodically through the process.

I.5 SEVERABILITY

A. Should any provision of the Agreement be declared illegal by a court of competent jurisdiction, or as a result of state and federal legislation, said provision shall, to the extent that it violates the law, be modified by mutual agreement of the parties, in a written and signed agreement. The remaining provisions shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted or amended provisions.

B. This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of the Agreement.

ARTICLE II: EMPLOYEE RIGHTS

II.1 PERSONAL RIGHTS

A. Nothing contained herein shall be construed to deny any employee rights he/she may have under Florida School Laws or other applicable laws and regulations.

B. Inappropriate Behavior Prohibited. Employees in this bargaining unit are valuable partners in the School District and shall be treated with respect and dignity.

1. Employees shall not be subjected to harassment, inappropriate behavior, or interference by a parent or any other person in the performance of the employee's duties. Employees shall not be expected to remain in any meeting in which prohibited behavior occurs.

2. Inappropriate behavior includes chronic and continuous badgering a well as verbal abuse. Verbal Abuse includes abusive language, screaming, yelling, insults, threats, profanity, comments of sexual nature, and upbraiding.

C. When allowed by law, any member of the Association or applicant for membership in the Association employed by the Board may sign their individual form authorizing deduction for membership dues and deliver to the Board. Such authorization shall continue in effect unless revoked in writing thirty (30) days written notice to the Board and a copy to the Association. Pursuant to such authorization, the Board shall deduct such sum as authorized in equal monthly payments beginning with the salary check received by the Association member the month following the date of authorization. The deductions shall be remitted not less frequently than monthly to the Association.

D. The Association shall be provided on payroll deduction slot in order to allow their members access to Association sponsored benefit programs.

E. Each employee shall have the right to review and reproduced the contents of his/her personnel file or may authorize in writing the Association staff or President to review his/her file.

F. All employees shall have entire liberty of political action when not engaged directly in their employment, provided such action is within the laws of the United States of America and the State of Florida; and provided further that such action does not impair their usefulness as an employee. The right of employees, when not actively engaged in their employment, to work and to vote for the party and candidates of their choice shall not be questioned, abridged, or denied.

II.2 ASSAULT AND/OR BATTERY

A. Any case of assault and/or battery upon an employee occurring in the course of the employee's performance of his/her duty shall be promptly reported to the appropriate administrator.

B. The Board shall advise the employee of his/her specific rights with respect to such assault and/or battery and shall advise and assist the employee in connection with the handling of the incident by law enforcement and judicial authorities.

C. Except in the case of damage due to employee negligence, the Board will provide access to the documentation and process for filing a workers' claim requesting the repair or replacement of high-cost personal items, i.e. eyeglasses, hearing aids, or other medical apparatus damaged or destroyed during the legal performance of his/her assigned duties.

II. 3 DISCIPLINE

Discipline shall be defined as any action designed to correct behavior or bring about desired performance improvement.

A. Appropriate Disciplinary Procedures

1. Discipline of any type shall be administered only by the appropriate supervisor, administrator, or district level staff.

2. In most cases, discipline shall be progressive, fair, and only for just cause. Circumstances may warrant discipline starting at a higher level, based on the severity of the office.

3. Prior to any action to discipline an employee, the appropriate administrator and/or supervisor shall discuss the nature of the situation and suggest remedies to alleviate the problem.

4. When an employee is having difficulty doing his/her job or in his/her attendance at work, or is violating School Board policy or the Master Contract, the following steps shall be taken:

    a. Level I – Verbal Correction. The appropriate administrator or supervisor shall meet to discuss the issue. A copy of any record of this counseling session shall be retained by the administrator or supervisor and a copy given to the employee. Notes documenting the discussion may be recorded on

the Performance Correction Notice and shall not be kept in the employee's district personnel file (Appendix B)

b. Level II – Formal Record of Counsel. The appropriate administrator or supervisor shall hold a counseling session with the employee and attempt to help the employee overcome his/her difficulties. The nature of the offense and any suggested corrective action and the possible consequences of a repeat of the offense shall be documented on the Performance Correction Notices (Appendix B) and placed in the personnel file.

   Consideration of Disciplinary Action. Should the issue not be resolved through the counseling process, prior to further disciplinary action, the appropriate administrator and/or supervisor of the employee shall provide written notice to the employee of the nature of the complaint and all pertinent information giving an accurate accounting of the offense or problem and the time and date of the offense and allow the employee time to secure appropriate representation. A conference shall be scheduled to discuss disciplinary action being considered. A copy of such notices shall be provided to the employee at least one full workday prior to discussing any consideration of disciplinary action. The employee shall have the right to have an Association representative attend the conference. It shall be the responsibility of the employee to secure appropriate representation.

   During the course of the conference for consideration of disciplinary action, the Board may determine that a counseling session is warranted rather than further disciplinary action. If the employee fails to attend the meeting, outlined above in paragraph a., a written notification of the consideration for disciplinary action may be provided by delivery in person or certified mail (return receipt requested) to the employee.

c. Level III – Written Letter of Reprimand. The nature of the offense and any suggested corrective action and the possible consequences of a repeat of the offense shall be documented on the Performance Correction Notice (Appendix B) and placed in the personnel file.

d. Level IV – Recommendation for Suspension Without Pay. The nature of the office and any suggested corrective action and the possible consequences of a repeat of the offense shall be documented on the Performance Correction Notice (Appendix B) and placed in the personnel file.

e. Level V – Recommendation for Termination. The nature of the offense and any suggested corrective action shall be documented on Performance Correction Notice (Appendix B) and placed in the personnel file.

5. It shall be the responsibility of the appropriate management authority to make sure that all information is accurate.

6. It shall be the prerogative of the employee to divulge any information to the Association.

7. When appropriate, the appropriate administrator or the Board may choose to repeat a previous level of discipline for an offense.

B. Employee Rights in Disciplinary Action

1. Whenever possible, critical counseling shall be conducted in a manner and in a location that will maintain professional courtesy and avoid undue embarrassment to the members of the bargaining unit. All formal disciplinary meetings shall be conducted in privacy.

2. Any employee who is ordered to appear before their administrator for discipline shall have the right to be represented by an Association Representative. An employee will not be disciplined or discharged, nor will entries be made against his/her record without just cause. In each case where disciplinary action is taken, the employee will be given a complete written statement of precise charges against him/her and the disciplinary action to be taken. Such written statements will be furnished to the employee in person or by certified mail, return receipt requested, prior to the commencement of such discipline.

3. All personnel records kept by the Board on an employee shall be available for the employee's inspection. All records on an employee which are kept at various work sites shall be made available for inspection, upon reasonable notice to the custodian of the records. The employee shall receive a copy of any change made in any personnel file within five (5) days of said change.

4. Association members shall have the right to Association representation in any meeting in which disciplinary actions are anticipated or may take place. If any meeting develops to a point that discipline is indicated the employee shall be so notified and may then seek appropriate representation. If a meeting involves discipline or the employee believes there is a potential thereof, the employee shall have the right to request an Association representative at any time during said meeting.

5. No material related to a potential disciplinary action may be placed in an employee's personnel file until all investigations, conferences, and any appeals (including grievance) have been completed.

6. Employees shall be provided, and may be requested, to sign or initial a copy of any material which is to be placed in any personnel file. Refusal to initial shall be indicated by the supervisor and dated. Material that has not been made known to the employee shall not be admissible in any action against an employee. Any material found to be inaccurate, unfounded, inappropriate, or from an anonymous source or any records of any discipline found through grievance, legal proceeding, or Board action to be unfounded, shall not be included in any employee file.

7. If a member of the Association is to be part of an investigatory interview with administration, the Association member has the right to decline participation until their choice of Association representative is present at the meeting. Until this representative arrives, the Association member may choose not to participate in the meeting. An investigatory interview occurs when a supervisor questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend his or her conduct.

C. Complaints

1. When the Board receives a complaint about an employee that may involve discipline, the Board shall notify the employee of the nature and source of the complaint.

2. No action may be taken against an employee based on anonymous complaints, information, or documents. The employee shall be notified that an anonymous complaint has been received, but no further action may be taken. No record of this complaint may be placed in any personnel file.

3. No action shall be taken against a bargaining unit employee on the basis of a complaint by parents, students, or other individual unless the incident is investigated and verified by the Board.

II.4 PROBATION

All new employees hired in the bargaining unit shall serve a probationary period of Six (6) Months during which time employees may be terminated with or without cause. After an employee has successfully completed the probationary period, termination shall be for just cause. After three (3) months of employment the appropriate administrator shall meet with the probationary employee to discuss any deficiencies that the employee may need to address to improve their performance.

ARTICLE III: ASSOCIATION RIGHTS

III.1 DUES/PAYROLL DEDUCTION

A. When state law allows, the Board shall deduct from the salary of any Association member employed by the Board and make appropriate remittance, upon written authorization from the Association member, for any plans or programs approved by the Board.

B. The Association shall be provided one payroll deduction slot in order to allow their members access to Association sponsored benefit programs.

C. Upon request, the Board shall provide a list of bargaining unit personnel to the Association on a monthly basis via an electronic database.

III.2 COMMUNICATIONS

A. The Association shall have the right to post notices of activities and matters of the Association on the bulletin board specifically assigned by the site-based administrator. Where a bulletin board is not already provided, the Association will provide one at its expense. The site-based administrator shall determine the location of the bulletin board in each work site. The Association may have the right to use the employee school mailboxes, both physical and electronic, for the purpose of distributing Association material relating to Association business to employees.

B. Duly authorized representatives of the Association may be permitted to transact official Association business on school property provided that this shall not interfere with or disrupt school operations.

C. After a building faculty meeting has been concluded, the Association faculty representative shall be given the opportunity to present brief reports and announcements pertaining to Association business.

D. No employee shall be prevented from wearing pin s or buttons which identify membership in the Association or its affiliates.

III.3 REPRESENTATION ON COUNTY AND SCHOOL COMMITTEES

It is expected that there will be fair representation of the directly affected personnel within the school district committees investigating, recommended, and/or modifying actions or procedures, policies and the like, the Association has the right to exercise a membership role in the committee makeup, whether or not the Association has in the past. The Board has a duty to make known to the Association any established or to be established committee.

ARTICLE IV: BOARD RIGHTS

IV.1 BOARD RIGHTS

A. The Board on its own behalf and on the behalf of the electors of Santa Rosa County School District, hereby retains and reserves unto itself, except as specifically stated by this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws and the Constitution of the State of Florida and/or the United States. Such rights and duties shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, its facilities, and its operations and to select and direct all employees and all affairs of the local school district.

2. Adopt policies; assign, reassign, and direct its personnel; and, hire, evaluate, remote, reprimand, suspend, or discharge with just cause transfer, lay off, and assign work or duties to employees.

3. Establish hiring procedures and, subject to the provision of the law, determine the qualifications of employees, including health and conditions.

4. Establish courses of instruction and in-service training programs for employees and require attendance at any or all workshops and/or conferences by employees.

5. Determine the financial policies and all matters pertaining to public relations.

6. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization.

7. Take necessary steps to be in compliance with the Americans with Disabilities Act of 1990.

8. The listing of specific management rights in this Agreement is not listed and specifically surrendered herein, whether or not the Board has exercised such rights in the past.

B. The Association recognized that the Board is legally responsible for the operation of the entire school system within the geographic boundaries of Santa Rosa County School District, and that the Board has the necessary authority to discharge all of its responsibilities.

C. In meeting such responsibilities, the Board, as the legislative and policy making body, acts through the School Superintendent and his/her administrative staff. The Board, Superintendent, and administrative staff shall be free to exercise all of their managerial rights and authority to the extent permitted by law, State Board of Education Regulations, School Board Policies, and this Collective Bargaining Agreement.

ARTICLE V: EMPLOYEE'S AUTHORITY AND PROTECTION

A. The Board recognizes its responsibility to give reasonable support and assistance to employees with respect to the maintenance of control and discipline.

B. Employees shall administer student discipline in accordance with State Laws, State Board of Education Regulations, School Board Policies, and individual school policies.

C. Employees shall endeavor to achieve correction of student misbehavior. If misbehavior is of such serious nature that a parent be notified, the employee must discuss the problem with the teacher of record and/or school principal in order that site-based personnel may be fully informed.

D. Any battery upon an employee during the employee's performance of school duties shall be promptly reported to the principal or the designated representative and to law enforcement. Zero tolerance of violence against all employees shall be strictly enforced. If desired by the employee, the Board should provide legal counsel to advise the employee of his/her rights and obligations with respect to such battery and should assist the employee in handling the incident with law enforcement and judicial authorities.

E. Time lost by an employee in connection with any incident in this article shall be handled as follows:
    1. Tine for appearance before a judicial body or legal authority shall result in no loss of wages or reduction in accumulated leave.
    2. In case of temporary disability, the employees' wages shall continue in full without reduction in accumulated leave, a maximum of ten (10) days or until workmen's compensation payments begin.

F. An employee's email and internet access privileges are always open to public review. Anytime an employee's email or internet cache is judged to be questionable by the employee's immediate supervisor, (or administrative designee), the employee shall be notified prior to the review of computer information. During the review process all attempts will be made to minimize embarrassment to the employee.

G. School Related Employee of the Year – SREY
In accordance with Florida Statute Section 1012.21(5), all non-certified, non-instructional educational support personnel who serve at the school or district level (such as teacher assistants, library assistants, paraprofessionals, bookkeepers, secretaries and clerks, bus drivers, food services staff, custodians, building maintenance workers, warehouse workers, mechanics, school resource officers, and office managers) may be nominated. Nominees may be full or part-time employees. Certified instructional staff, administrative staff, and contract employees are not eligible.

ARTICLE VI: HOLIDAYS

A. The following holidays are authorized for Employees:

1. Paid Holidays

*Independence Day
Labor Day
Thanksgiving Day
Christmas Eve
Good Friday
Martin Luther King Day
Memorial Day
New Year's Eve
New Year's Day
Friday after Thanksgiving
Christmas Day
*Spring Holiday (variable)
Veteran's Day

*Applies only to 11-month and 12-month employees if the date falls within their contract year.

2. Non-paid Holidays

a. 12-Month Employees – Six days during the two-week period that schools are closed for Christmas. No more than 4 days during the period schools are closed for spring holidays in accordance with the total number of required working days for employees based on the salary schedule.

b. 10-month Employees – Any day during the school year that an Employee is not required to work because school is not in session and is not listed as a paid holiday will be considered a non-paid holiday.

c. If any of these holidays fall on a Saturday, the preceding Friday shall be observed as a holiday; or if any of these holidays fall on a Sunday, the following Monday shall be observed as a holiday.

d. Due to unusual operational needs, the Board may approve a variation of the holiday scheduled for Employees.

B. Compensation for working on a holiday.

1. If the holiday falls on a day the employee is required to work, the employee shall be credited with special compensatory leave or monetary compensation at a ratio of one and one-half hours for each hour worked.

2. If the holiday falls on the employee's regular day off and the employee is required to work, the employee shall be credited with special compensatory leave or monetary compensation at a ratio of one and one-half hours for each hour worked.

3. Employees who are on approved leave with pay when holidays allowed in this section occur shall not have such days charged against their accrued leave credits.

4. Employees in non-pay status, for more than half of the last scheduled workday before a holiday, shall not be eligible to receive payment for such holiday.

ARTICLE VII: HOURS

VII.1 WORK SCHEDULE

It is the policy of the ~~Santa Rosa County School~~ Board where a conflict exists between any rule and the Fair Labor Standards Act, herein after referred to as FLSA, the FLSA shall prevail.

A. Work Hours Defined:

1. Exempt Employee as defined by the FLSA.

    a. No Employee shall work less than the established hours of a position.

    b. The workday for each 12-month full-time Employee shall be 8 hours, and the workweek shall be 40 hours during a given 7-day period.

2. Non-exempt Employee as defined by FLSA.

    a. No Employee shall work less than the established hours of a position.

    b. The normal workday and workweek:

        1) Paraprofessionals and Teacher Aides shall work 7.5 hours per day (37.5 hours per week) during the same period as the (10) month teachers.

        2) Clerical Data Assistants at high schools with 1100 students shall work 7.5 hours per day (37.5 hours per week) during the same period as ten (10) month teachers.

        3) Clerical Data Assistants at high schools with 1100 or more students, Locklin Technical, Adult, and Community School shall work 8.0 hours per day (40 hours per week) for 12 months.

        4) Secretaries shall work 8 hours per day (40 hours per week) for 12 months.

        5) All other 11-month employees shall work 8 hours per day (40 hours per week).

        6) All other 12-month employees shall work 8 hours per day (40 hours per week).

3. No employee shall have their work time reduced arbitrarily.

4. Travel time shall be regulated as described in the FLSA. When an employee is required to attend training courses and seminars, attendance and travel to and from such training courses and seminars shall be considered compensable work time if during work hours. Travel from home to work site, and vice versa, and overnight trips during non-work hours are non-compensable time.

5. Any employees whose normal work schedule consists of at least one-half (.5) of the regular contracted hours per week according to the job classification shall be considered full time and eligible for all benefits associated with this contract.

B. Overtime

1. Employees who are required or directed to work beyond forty (40) hours per week, as defined in the FLSA, shall be granted compensatory time for the rate of one and one-half (1 ½) hours for each hour of employment for which overtime compensation as required by the FLSA or shall be compensated one and one-half (1 ½) times the employee's normal rate of pay. All other compensatory time granted shall be at the rate of one (1) hour for each hour of employment or compensated at the rate of one (1) times the employee's normal rate of pay.

2. Payment for any type of unused compensatory leave credits will be made if the Employee ends employment.

3. When an Employee accrues any type of compensatory leave, the Employee shall use this leave in lieu of annual leave credits.

4. For Exempt Employees as defined by the FLSA, overtime shall be recognized by granting the Employee compensatory leave credits on an hour for hour bases for each hour of overtime worked. An Employee that is required to be on standby duty shall be allowed to accumulate regular compensatory leave credits for hours of required standby duty.

5. No employee may be requested, intimidated, or harassed to provide "volunteer" time in lieu of paid or compensatory time.

6. All approved leave of absences with pay and days that are granted as special compensatory leave earned for working on a holiday, shall be counted as time worked during a work week. When actual hours worked plus such leave time used exceed the established workweek, the Employee shall be given regular compensatory time for those hours as authorized by the site administrator within guidelines of FLSA.

7. When actual hours worked minus such leave time used exceed the established workweek or work period, the Employee shall be given compensatory overtime for those hours as authorized the site administrator within the guidelines of FLSA.

ARTICLE VIII: WORKING CONDITIONS

VIII.1 WORKING CONDITIONS

A. Each employee shall, except in case of emergency, receive two uninterrupted fifteen (15) minute breaks each day, one in the A.M. and one in the P.M. Each break shall be fifteen (15) minutes. Annually, during the pre-school period, the appropriate supervisor, in consultation with the affected employees, will establish a work/break schedule. Breaks should be scheduled when they would cause the least disruption of normal work activities. Individual circumstances may be considered by the supervisor to allow a variance from the established schedule on a case-by-case basis. Breaks interrupted by emergences shall be rescheduled by the supervisor in consultation with the affected employee(s).

B. An employee may not accumulate unused work breaks.

C. Work break time shall not be authorized for covering an employee's late arrive for duty or early departure from duty unless a prior arrangement between the employee and administrator has been agreed upon.

D. Each school-based bargaining unit Employee shall be provided with at least a thirty (30) minute uninterrupted, unrestricted break except in cases of emergency as determined by the appropriate administrator.

E. No employee shall be required to attend a meeting or meet with their administrator or supervisors during their regular breaks, including lunch, without additional compensation.

F. Workloads and assignments are to be established on as equitable basis as possible within the Departments.

G. Any employee who is required or requested to travel for the Board and is not otherwise provided transportation shall be paid mileage at the rate set by Board Policy (trips to and from home are excluded).

H. Employees, excluding limited term, who work less than a twelve (12) month year shall, as long a position exits for which they are qualified, be recommended for reappointment for the following school year provided they have successfully completed their probationary period of twelve (12) months.

I. Members of the bargaining unit shall have limited responsibility for the supervision of students including supervision for disciplinary reasons or planning for their instruction.

When a member of the unit is left alone with students, a certified teacher or administrator, who is readily accessible, will always be designated as the responsible party.

J. Attendance at any meeting which occurs on non-paid time shall be voluntary.

K. Bargaining unit members shall be provided with appropriate equipment, materials, and supplies to properly execute their duties.

L. Each school-based employee shall have assigned mailboxes, both physical and electronic, to receive notices.

M. Any employee who volunteers and/or is requested by the sponsor of a school activity or trip and who has the approval of their supervisor to serve as chaperons for any Board school sponsored activity which occurs during their normal work hours shall be compensated at their normal rate of pay.

N. The Board and the Association agree there shall be no official dress coded for employees. Employees shall dress in a professional manner appropriate to their job assignment.

VII.2 WORK SITE SAFETY

A. The parties agree that it is necessary to provide and maintain safe work locations. All work sites shall be maintained in a clean and safe condition. Anyone discovering an unsafe, unhealthy, or hazardous working condition shall take prudent action to avoid the hazardous situation, remedy it if possible, and report the condition and the location to the appropriate administrator. The Board shall take appropriate action to remedy unsafe, unhealthy, or hazardous working conditions when they are identified. If no corrective action is taken, the condition shall be reported to the Superintendent or an appropriate Board level designee.

B. The Board will continue to abide by all applicable local, state, and federal laws concerning worker protection.

C. The Board shall design appropriate training experiences and deliver, evaluate, and update them at least once annually to all employees to assure they are familiar with their rights and responsibilities associated with Blood Borne Pathogens. Supplies of items necessary to deal with body fluid spills will be maintained in locations accessible to all employees.

D. In cases where handicapped students are provided services in regular education classroom settings and this circumstance alters the Blood Borne Pathogen risk level of employees, the Board shall provide the employee immediately with information and access to medical protection.

E. In schools where handicapped and/or temporarily disabled individual are served, an emergency plan shall be maintained an updated addressing emergency concerns including medical and mobility issues.

F. All employees who have regularly assigned duties involving ESE students who are prone to violent outbursts shall be provided the opportunity for in-service training, presented by a qualified professional at no cost to the employee, to instruct the employee on dealing with such students.

G. All employees who have regularly assigned duties involving students with specific medical problems shall be provided with in-service training at no cost to the employee.

H. Except as otherwise provided by statute, all Employees who have been or will be exposed to communicable diseases shall be notified of such exposure by the board.

I. ESE aides and other employees who are required to change students or in other ways deal with body fluids shall be provided with gloves and other appropriate supplies which are necessary for personal safety. In locations where appropriate ESE changing tables are not provided, the parties agree to investigate appropriate alternatives.

ARTICLE IX: EMPLOYEE PERFORMANCE EVALUATION

IX.1 PERFORMANCE EVALUATION RESPONSIBILITY

Performance evaluation is the responsibility of the appropriate supervisory/administration personnel. Prior to participating in an employee performance evaluation all personnel shall be trained in the process. Performance evaluation shall be conducted fairly and objectively to accurately reflect the job performance of Employees and to provide appropriate assistance where needed.

IX.2 PERFORMANCE EVALUATION – GUIDING PRINCIPLES

A. Performance Evaluation shall be based on job performance and expectations which are known to the employee in advance, in writing.

B. Evaluation shall be based on observation and Employee performance for evaluation purposes. It shall be conducted openly and with full prior knowledge of expectations and procedures. All observations for evaluation shall be conducted at the employee's normal work location.

C. Performance Evaluation members of this bargaining unit shall be conducted throughout the work year and finalized annually consistent with the provisions of this article.

D. A copy of any observation document and/or evaluation instrument shall be provided to the employee through the approved electronic application.

E. Each employee shall be given his/her assessment results and shall have an opportunity to discuss such results with his/her supervisor/administrator prior to May 1st, providing the employee was employed prior to January 1 of the year in question. After such review, the employee and the supervisor/administrator will both electronically sign the assessment using the district adopted online evaluation tool. A copy of the electronically signed final evaluation will be retained online. The Employee's signature indicates that he/she understands the assessment criteria and has had an opportunity to review his/her assessment with the supervisor/administrator; it does not signify agreement. Employees have the right to attach comments electronically to the assessment instrument. These comments will be placed in the Employee's personnel file along with the assessment report.

F. No employee shall receive adverse comments from the supervisor/administrator in the presence of students, parents, or staff members regarding their performance evaluation. All feedback regarding an employee's professional performance shall be communicated directly to the employee.

ARTICLE X: PROFESSIONAL DEVELOPMENT

X.1 PROFESSIONAL DEVELOPMENT COMMITTEE

A. All employees are expected and required to take part in planned self-improvement activities as determined by employees with the approval of administrative staff, the Superintendent, and/or School Board.

B. The Office of Professional Learning is responsible for providing in-service training as directed by an OPL Council. It is expected that there will be representation of the directly affected personnel within the school district level committees investigating, recommending, and /or modifying actions or procedures, policies, and the like. The Association has the right to exercise a membership role in the committee makeup, whether or not the Association has in the past. The Board has a duty to make known to the Association any established or to be established committee.

ARTICLE XI: GRIEVANCE PROCEDURES

A. Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may, from time to time, arise affecting the welfare or working conditions of employees. Both parties agree that proceedings shall be kept as informal and confidential as may be appropriate.

B. Definition: A "grievance" is a complaint by an employee, or group of employees or the Association (for rights granted the Association and issues of general concern) based on an alleged violation, misinterpretation, misapplication, or inequitable application of the provisions of this Agreement. When an issue arises of concern to the Association, the Association and the Board's Representative shall confer to pursue possible solutions. Individual complaints or allegations are not considered "general concern".

1. A grievant is the employee or group of employees making the claim.
2. A Party in interest is the employee or employees making the claim and any person who might be required to take action in or against who action might be taken in order to resolve the claim.
3. Days shall mean working days.

C. Procedure: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as maximum and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. A grievance may be initiated at Step Two by an employee or group of employees if the authority for correcting the grievance only rests with the Superintendent, his/her designee, or the Board. The Association shall have the right to be represented at all grievance hearings subsequent to informal step.

Informal: In the event that an employee believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the immediate supervisor with the objective of resolving the matter informally. The informal discussion preceding a grievance is an opportunity for the employee and employer to discuss concerns and try to resolve problems. The employee reserves the right to meet with or without representation at this discussion. However, should the administration choose to not meet with the employee with representation at the information step then the employee may choose to bypass the informal step and meet at Step 1 with representation.

Step One: If the grievant has been unable to resolve his/her grievance informally, the grievant(s) shall invoke form grievance by filling the prescribed form (Appendix C) with his/her immediate supervisor within thirty (30) working days after the event or events on which the grievance is based are known by the grievant or the date of the informal meeting has been conducted, whichever comes later. The Association shall be provided with a copy of any grievances filed. The grievance form shall name the employee or employees involved, state the facts giving rise to the grievance, identify all the provisions of this

agreement alleged to have been violated, state the contention of employee or employees with respect to those provisions, indicate the relief requested, and shall be signed by the employee or employees involved.

Within ten (10) days of receipt of the grievance form, the supervisor shall conduct a meeting with the grievant and the grievance representative to further discuss the issue. The immediate supervisor shall give the employee or employees an answer in writing not later than ten (10) days after receipt of the written grievance.

Step Two: If the grievance is not resolved in Step One, the employee must, within ten (10) days after receipt of the immediate supervisor's answer, submit to the Superintendent or his/her designee his/her appeal of the immediate supervisor's disposition. The Superintendent or his/her designee and the grievant or grievants shall meet within a reasonable time, not to exceed ten (10) days, in an attempt to resolve the matter.

The Superintendent or his/her designee shall respond in writing to the grievance within ten (10) days of the meeting.

Step Three: If the grievant is not satisfied with the disposition proposed by the Superintendent or his/her designee, the grievant shall have ten (10) days within which to appeal the grievance to the Board. Scheduling a hearing before the Board will be in compliance with applicable Board policies.

The parties may mutually agree after the Step Three decision to pursue resolution through mediation, with no impact on necessary timelines.

Step Four: If the grievant is not satisfied with disposition of the grievance at Step Three, or the Step time limits expire without a meeting or written decision from the Superintendent, the Association may choose to submit the grievance to final and binding arbitration, if the Association believes the grievance is meritorious, within thirty (30) working days after the Step Three disposition or thirty (30) working days following the latest date the Step Three meeting could have occurred. If the parties are unable to agree on an arbitrator, arbitration will proceed under the Voluntary Labor Arbitration Rules of the American Arbitration Association, the rules of which shall govern the proceedings.

D. The arbitrator shall then meet with the two parties for the purpose of making a decision relative to the grievance. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement. The Association and Board shall share equally all expenses and fees of the arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. The Board and the Association shall not be permitted to expand the scope of the grievance that has not been previously addressed in the grievance process. Both parties agree that the award of the arbitrator shall be final and binding.

E. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any

year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term. Notwithstanding any other provision of this agreement, whenever illness or other incapacity of the grievant prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the grievant can be present. When such grievance meetings and conferences are held during school hours all employees whose Prescence is required shall be excused, with pay, for that purpose.

F. Notwithstanding any other provision of this agreement, whenever illness or other incapacity of the management representative involved prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the management representative can be present.

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

H. All employees will be entitled to their rights under the law. An employee who participates or intends to participate in any grievance as described herein shall not be subjected to discipline, reprimand, warning, or reprisal because of such participating or intention. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant.

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

J. The failure of the grievant to proceed from one step of the grievance procedure to the next step within the time limits as set forth herein shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance, unless mutually agreed otherwise.

K. The failure of an administrator to communicate his/her decision to the grievant or grievants within the specified time limit shall permit the grievant or grievants to proceed to the next step in the grievance procedure.

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

M. Any alleged grievance occurring during the period between the termination date of the prior Master Contract and the effective date of a new Agreement shall not be subject to the grievance procedure. Any grievance which arises prior to the effect date of this Agreement shall not be processed.

N. In the event the alleged grievance involves an administrative order, or requirement, the grievant shall fulfill or carry out such order or requirements, pending the final decision of the grievance.

1. Powers of the Arbitrator: It shall be the function of the arbitrator, and he/she shall be empowered, except das his/her powers are limited below, after the hearing, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

    a. The arbitrator shall have no power to rule on any of the following:
        i. Failure to re-employe any probationary employee or employees

        ii. The placing of a probationary employee or employees on additional probation.

    b. The arbitrator shall have no power to change any practice, policy, or rule of this contract; it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

2. All claims for back wages shall be limited to the amount of wages that the employee or employees would otherwise have earned, less any compensation he/she may have received from any source during the period of the back pay earned during the employee's normal work hours. Any expenses normally covered by this agreement incurred during an employee's suspension and/or termination shall be remitted to the employee by the Board shall the employee prevail.

O. Representation: The Association shall have the exclusive right to choose to represent any ESP staff member in any investigatory interview, discipline hearing, and/or grievance unless a staff member elects to self-representation or to be represented by legal counsel. If a staff member elects to not be represented by the Association and elects another representative, the Board shall promptly inform the Association in writing. The Association shall have the right to have an observer present at all meetings called. The Association shall be informed of the dates and time of any such meetings at the same time as the other parties. The Association shall be sent copies of all correspondence related to such at the same time as they are sent to the other parties. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement.

ARTICLE XII: TRANSFERS, REASSIGNMENTS AND VACANCIES

XII.1 TRANSFER:

The movement of an employee from one work site to another work site.

Transfer Period Posting: A ten (10) working day period will be established during the last nine weeks of the school year.

A. The Board recognizes that the placement of an employee at a work site shall be the responsibility of the Board upon recommendation of the Superintendent.

B. Voluntary Transfers

1. Employees desiring a transfer from one work site to another shall submit a Transfer Request Form to the administrator at the location(s) to which they wish to transfer. Employees who desire a transfer shall discuss transfer with their present administrator before filing an application. Transfer forms shall be valid through September 30th of the current calendar. Example – Valid 25, 20XX through September 30, 20XX. Anyone who has not received a transfer by that date will have to file a new application.

2. During the transfer period an administrator should fill a vacancy from his/her school's pool of Board transfer applicants before the position is advertised to the public.

3. Following the transfer period of one school year and before the beginning of the transfer period of the next school year, an administrator may fill a vacancy from their transfer applicants or an outside applicant.

4. When a vacancy occurs, an administrator shall interview all employees who are on their transfer list for that vacancy, if qualified, unless an employee was previously interviewed for a similar position within the last twelve (12) months with the same administrator. In that case the administrator may reinterview the applicant but is not required to do so. Upon request of the applicant the administrator shall grant another interview.

C. Involuntary Transfers

1. In cases where the situation calling for the transfer of an employee cannot be resolved with a voluntary transfer; the Board may make an involuntary transfer based upon the following criteria:

    a. job specific qualifications and/or training

b. length of continuous service in Santa Rosa County
c. specialized experience
d. evaluations

2. If the above criteria are not used in making a transfer or a unilateral transfer is made, written justification for the involuntary transfer will be furnished to the employee within thirty (30) calendar days of administrative action on the transfer.

XII.2 VACANCY

A position approved by the Board but is not occupied by a current employee.

A. Within three (3) working days after being notified by a supervisor/administrator that a vacancy exists, the Superintendent or designee shall post this vacancy on the district website.

   Vacancies shall be posted for a minimum of five (5) working days except for those occurring from three (3) weeks prior to pre-planning until the last day for students. These shall be posted for a minimum of three (3) working days.

B. When filling vacancies, and administrator shall consider:

   1. 1st – Reassignment requests.
   2. 2nd – Transfer requests.
   3. 3rd – Other applicants.

C. The applicant will be maintained electronically, and it can be updated online through the Board's website.
D. Employees desiring to be informed of vacancies occurring during the summer months shall assume the responsibility of keeping themselves informed of such vacancies either through the schools, human resources office, or the Association.
E. Job descriptions shall be posted on the Board's website for interested applicants.

XII.3 REASSIGNMENT

The change in an employee's regular assigned duties or a major change in responsibilities. The work location of the employee does not change.

A. Voluntary Reassignments

   1. Employees desiring a reassignment shall submit a Reassignment Form.

2. Administrators shall discuss reassignments with all employees who have submitted requests.

3. Administrators shall consider all reassignment applicants before filling a position from transfer or outside applicants.

B. Involuntary Reassignments

1. In cases where the situation calling for the reassignment of an employee cannot be resolved with a voluntary reassignment; the administrator may make a reassignment considering the following criteria:

    a. job specific qualifications and/or training
    b. length of continuous services within the school
    c. specialized experience
    d. evaluations

2. If the above criteria are not used in making a reassignment or a unilateral reassignment is made, written justification will be furnished to the employee within thirty (30) calendar days of administrative action on the reassignment.

C. If a program is being moved from one site to another, then the employee will move with the program. However, the employee may request reassignment or transfer.

XII.4 STAFFING NEW SCHOOLS

A. When new schools are staffed, the following procedures shall be implemented:

1. Vacancies at new school and vacancies at other schools shall be posted.

2. The number of units to be lost by the school(s) whose attendance boundaries will be changed to create the new zone will be established and the affected employees will be notified.

3. Volunteers who wisht to transfer shall be solicited from among any school(s) which would lose students to create the new attendance zone.

4. Volunteers from schools not affected by the zone changes shall be considered for any additional openings.

5. Involuntary transfers (if they are necessary) shall be placed first in accordance with this article.

6. Current Board employees shall be placed, based upon the principal's recommendation, prior to considering any employees new to the Board.

XII.5 REDUCTION IN PERSONNEL

A. In the event the Board or the Superintendent determines that a reduction in employees is necessary, written notice will be given to the Association before implementing such reduction.

B. In the event of emergency conditions as determined by the Superintendent and the Board and a reduction of employees is necessary, such reduction in employees shall be based on objective, reasonable, and nondiscriminatory criteria. The Superintendent and the Board shall make layoffs based on the following criteria:

    1. job specific qualifications and/or training
    2. length of continuous services in Santa Rosa County
    3. needs of the Board

C. In the event of a district-wide layoff, a list of employees, with service dates shall be prepared by the Superintendent and the Board and presented to the Association after notifying the employee and prior to the layoff. Employees shall be recalled in inverse order of layoff based on meeting the qualifications of the next available position.

D. No new employees shall be hired in a laid off employee's classification until all from that classification has been recalled or have declined or failed to accept recall.

E. Laid off employees will be granted leave in accordance with Board policies.

ARTICLE XIII: LEAVE ~~OF ABSENCE~~

A. Sick Leave

1. Sickness or Death – Any employee employed on a full-time basis shall be entitled to four (4) days of sick leave during the first month of employment as defined by Florida Statute, and shall thereinafter earn one (1) day of sick leave for each month of employment, which shall be credited to the employee at the end of that month, and which shall not be used prior to the time that it is earned and credited to the employee, provided, the employee shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. Any full-time employee shall be entitled to four (4) times the number of hours in his/her normal workday of sick leave on the last day of the first month of each school year and will earn the same number of sick leave hours for each additional completed month of continuous, uninterrupted service. This leave shall be credited at the end of that month and shall not be used prior to the time that it is earned and credited. No employee shall be entitled to earn more than one (1) day of sick leave times the number of months of employment during the year of employment. Such leave shall be taken only when the employee is unable to perform their duties because of personal illness or illness or death of father, mother, brother, sister, husband, wife, child, or other close relative or member of his/her own household. The employee shall notify his/her immediate supervisor as early as possible. Employees shall be credited for leave earned in another Florida school district at a rate of one (1) day per month. There shall be no limit on the days of sick leave an employee may accrue, provided that at least one half (1/2) of this cumulative leave must be established within the district. Any sick leave applied for that qualifies for leave under the Family and Medical Section of this Agreement and shall be used in conjunction with the rules of that section of this Agreement.

2. Personal Leave – Six (6) days of personal level will be allowed to an employee each year; provided that such days shall be charged to accrued sick leave, provided further, that personal leave days shall be non-cumulative. An employee planning to use personal leave day or days shall notify his/her principal at least one (1) day in advance, except in an emergency, which can be substantiated by request. No more that fifteen (15) percent of a school faculty shall be granted personal leave on any given day. Requests will be granted on first come, first serve basis.

3. Terminal Pay Benefits – An employee will be paid terminal pay for accumulated sick leave at retirement, participation in DROP, or to his/her beneficiary if service is terminated by death. Payment will be in the month following the effective retirement date unless (e) is selected or (f) is applicable as defined below. Investment plan participants will be eligible for terminal sick leave pay only if the participant meets the normal retirement age or years of service as defined in paragraph b(1)(a) below. No payment for sick leave will be made to investment plan participants under the early

retirement criteria for pension plan participants as listed in paragraph b.(2)(a) below except by specific Board action for retirement incentives for all employees.

a. Any employee entitled to terminal pay benefits shall have been under contract to render services for the period immediately preceding retirement or death.

b. Retirement as used in this section shall be defined as: (1) the filing with the Board resignation forms that have been signed and notarized; and (2) the filing of the proper paperwork with the division of Retirement with an effective retirement date within six (6) months of separation date from the Board.

    1) Normal retirement age or date is the time the employee is first eligible to receive a retirement benefit without a reduction of benefit because of employee age.
        a) Pension Plan – Normal retirement under FRS requires at least six (6) years of creditable service and age sixty-two (62) or thirty (30) years of creditable services regardless of age. If the employee is employed on or after July 1, 2011, normal retirement shall be age sixty-five (65) with at least eight (8) years of creditable service or 33 years of creditable service regardless of age.
        b) Investment Plan – An employee after one (1) year of FRS under this plan and is not eligible to participate in DROP.

    2) Early Retirement
        a) Under FRS early retirement occurs when the employee has at least six (6) years of creditable service but has not reached normal retirement age or date (age 62 or 30 years of service). For pension plan members enrolling in the FRS for the first time on or after July 1, 2011, early retirement occurs when the employee has at least eight (8) years of creditable service but has not reached normal retirement age or date (age 65 or 33 y ears of service).

c. Daily rate of pay shall be calculated by taking the regular contract salary of the individual and dividing by the days in the contract period. Supplemental pay or pay for part-time additional jobs shall not be used in calculating daily rate of pay.

d. Terminal pay shall not exceed an amount determined as follows:

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

2) During the next three (3) years of service the daily rate of p ay multiplied by forty (40) percent times the number of days of accumulated sick leave.

3) During the next three (3) years of service the daily rate of pay multiplied by forty-five (45) percent times the number of days of accumulated sick leave.

4) During the next three (3) years of services the daily rate of pay multiplied by fifty (50) percent times the number of days of accumulated sick leave.

5) During and after the thirteenth (13) years of service the daily rate of pay multiplied by one hundred (100) percent times the number of days of accumulated sick leave. However, the number of days may not exceed the number of working days for the employees pay type for a school year, or the number of sick leave days the employee has accumulated as of June 30, 1996, whichever is later.

e. If an employee is not participating in DROP and has at least fifty (50) days of accumulated sick leave, payment for sick leave days may be made in two (2) calendar year installments after resignation, but prior to official retirement date, if resignation has been signed and notarized by October 31 of a calendar year and the effective retirement date is no later than December 1 of the next calendar year. Payments will be made in December and the month effective retirement date. Initial payment will be one-half (1/2) of accumulated sick leave days payable at the percentage stated above. These days (one-half of the accumulated sick days) shall then be charged to the employees record as having been used. The final payment shall be calculated based on the number of accumulated sick leave days at date of retirement and at the appropriate percentage as stated in 1-5 above. An employee who selects to use the above method of receiving their terminal pay will not be eligible to use the sick leave bank until: 1) all of their sick leave and annual leave has been depleted, and 2) the employee has been on leave without pay for the number of days equal to the number of sick leave days for which they have been paid according to this policy. In the event the employee rescinds the resignation, and the Board approves the request, the employee may buy back any or all the days of sick leave paid for under the above sections. The buyback rate shall be the same as the rate paid to the employee.

f. If an employee is participating in DROP and has at least fifty (5) days of accumulated sick leave, payment shall be distributed according to the following table:

Months in DROP	Number of Payments	Portion for each payment
01 – 12	1	Balance
13 – 21	2	1/2, and balance
25 – 36	3	1/3, 1/2, and balance
37 – 48	4	1/4, 1/3, 1/2, and balance
49 – 60	5	1/5, 1/4, 1/3, 1/2, and balance

Payments shall be as follows:

The first and all succeeding payments other than the final payment, shall be in June, starting in the year the employee enters DROP. The final payment shall be in the month following the last date worked. (Example: last day worked = June 30, final payment = July). If an employee enters and exits DROP and will not be employed in June of that year, then the remaining balance shall be paid in the month following last date worked. At no time when a payment is to be made, other than the final one, shall the number of remaining days of sick leave be allowed to be less than fifty (50). If that would be the case, then either a partial payment or NO payment shall be made.

An employee in DROP will not be eligible to use the sick leave bank until 1) all of their sick leave and annual leave has been deployed, and 2) the employee has been on leave without pay for the number of days equal to the number of sick leaves for which they have been paid while in DROP.

g. Payment for unused sick leave and annual leave shall be processed through the "FICA Alternative Plan for the Santa Rosa County School Board – Plan 001" ("Plan"). The Plan is an accordance with the provisions of the Bencor National Government Employees Retirement Plans as approved by the Board on May 13, 1999. It is understood that should an employee request their funds from the Plan upon separation from the Board, the company will facilitate getting the employee their money within two (2) weeks of the request or of receiving the money from the Board whichever comes last. No employee shall lose funds as a result of the Plan by withdrawing their money within thirty (30) days after terminating employment with the Board and the money has been submitted to the Plan.

4. A Board employee may donate accrued sick leave to a spouse, child, parent, or sibling who is also an employee of the Board. The recipient may not receive or use the donated sick leave until all of his/her sick leave has been depleted excluding sick leave from the Sick Leave Bank. Anyone who donates accrued sick leave will not be eligible to use the sick leave bank until 1) all of their sick leave has been depleted, and 2) the employee has been on leave without pay for the number of days equal to the number of sick leave days he/she donated.

5. Sick Leave Bank
    a. A Sick Leave Bank ("Bank") shall be established by the Board for use by participating educational support employees (ESP). The educational support employees committee will be comprised of:

        1) One (1) Association member, who is an ESP, appointed by the president of the Association.
        2) One (1) Blue Collar member appointed by the president of the Carpenters Industrial Council, United Brotherhood of Carpenters and Joiners of America.
        3) One (1) exempt educational support employee appointed by the Superintendent.
        4) The Assistant Superintendent of Human Resources.

    b. To be eligible for membership in the Bank, the employee:

        1) Shall have completed one (1) year of employment as a full-time employee of the Board.
        2) Be a full-time employee of the Board at the time of application.
        3) Have a minimum of nine (9) days of accumulated sick leave and/lor annual leave at the date of application.
        4) Shall apply for membership on an approved form during the enrollment period. This form shall be submitted to the Assistant Superintendent of Human Resources. Participation in the Bank shall be voluntary on the part of each employee.

    c. Each participating member shall contribute one (1) day of sick leave to the Bank upon enrollment. Membership applications shall be submitted during the first twenty (20) workdays of a school calendar year. The committee shall act to approve or disapprove applications on basis of rules herein described. New members become eligible for participation in the Bank on October 1st. Deduction of the day for the new members will be reflected on the October Statement of Earnings and Deductions.

    d. Each participating employee shall contribute, by way of deduction from their official sick leave record, one day of sick leave anytime the balance in the Bank falls below twenty (20) percent of the number of participants. No employee shall be required to contribute more than two (2) days in any one school year, after the initial membership contribution of one (1) day. The committee shall notify members in writing of the necessary contributions. Members shall have ten (10) working days in which to request withdrawal from the program rather than donate the requested day. Any participating member who is unable to donate a day of sick leave at the time for contribution to be made, shall contribute their next available sick leave day or be removed from membership.

Any sick leave pooled pursuant to this article shall be removed from the accumulated sick leave balance of the employee donating such leave and shall not be available to the donating employee as sick leave.

e. Membership shall be on a continuing basis unless a letter requesting withdrawal from the Bank is submitted to the Human Resources Department of the Board. Upon receipt of said letter the committee shall be notified. Any member who chooses to withdraw from participating in the Bank shall not be able to withdraw any sick days already contributed.

f. Members needing to utilize days in the Bank will request the needed number of days on a Sick Leave Bank Program Withdrawal Application form with the medical statement attached within seven (7) working days of return to work. The application must be completed in full. A participating employee may be eligible for sick leave from the Bank only after having met the following conditions:

    1) Has used all his/her accumulated sick leave.
    2) Is not eligible for Workers' pay.
    3) Is not eligible for Injury in Line-of-Duty pay as granted by rule of the Board.
    4) Has been absent from employment for at least five (5) consecutive working days.
    5) The above condition number 4 may be waived to provide for intermittent or reduced schedule under the following conditions:
        a) Illness has been judged by the Bank to be catastrophic in nature.
        b) The days requested are directly related to the catastrophic illness.
    6) Has an application approved by the Sick Leave Bank Committee.

g. Sick leave credit of up to thirty (30) days may be granted to a participating member applicant and upon the authority of the Sick Leave Bank Committee after consideration by the Committee of all outstanding eligible applicants. Any sick leave awarded from the Bank to a participating employee shall be used for absence due to the employee's personal catastrophic illness, accident, or injury. Mental/emotional illnesses and pregnancy will not be considered catastrophic illnesses. However, complications from pregnancy or mental/emotional illnesses, which require hospitalization or institutionalization, will be considered by the Committee. The Sick Leave Bank Committee, at its discretion is authorized to grant fifteen (15) additional days in hardship situations. Once days from the Bank are granted, the use of the Bank days will begin on the fourth (4) day without pay. These days without pay shall be in addition to, and shall start after, any days without pay as stipulated in this Agreement. Each participating member shall not draw in excess of forty-five (45) days from the bank within a twelve (12) month period from the date the Bank is

used. Any unused Bank hours will be returned to the Bank at the start of each fiscal year. If a participant has hours remaining at the end of the school year and has a need to continue to use previously approved hours at the start of the new school year, the participant is required to notify the Sick Leave Bank Committee through the Human Resources department to reinstate eligibility before the start of the new school year. For twelve (12) month employees, any unused Bank hours will be returned at the start of each fiscal year unless a participant is in the midst of using previously approved Bank hours when the new fiscal year begins.

h. A participating employee shall not be required to pay back any sick leave awarded from the Bank except otherwise provided for in this Agreement. Alleged abuse of any provision contained in this Agreement by a participant shall be investigated by the Sick Leave Bank Committee. A finding of violation of any provision of this Agreement may, upon the action and authority of the Committee, result in expulsion from further participating and/or a requirement to repay all the sick leave drawn from the Bank and be subject to other disciplinary action as determined by the ~~School~~ Board.

i. Employees who have earned annual leave must deplete all annual leave before they shall be eligible to draw from the Bank.

B. Illness-In-Line-Of-Duty Leave

In conjunction with the Family and Medical Leave Section of this Agreement, an employee shall be entitled to a maximum of ten (10) days of illness-in-line-of-duty leave each school fiscal year when unable to perform his/her duties because of a personal injuring in discharge of his/her duties or because of illness from a contagious or infectious disease contracted in his/her work. Such leave shall be non-cumulative from year to year and when approved by the ~~School~~ Board shall be used before charging any absence to regular accrued sick leave provided the following conditions are met:

1. The administrator/supervisor or Superintendent shall be notified as soon as the illness or injury occurs.

2. The employee shall file a written claim signed by the administrator or the immediate supervisor for attachment to the payroll report in which the illness or injury occurred.

3. In case of injury, a certificate from a licensed physician may be required and in the case of a claim relating to a contagious or infectious disease the employee shall file a statement from a licensed physician certifying that beyond a reasonable doubt eh contagious or infectious disease was contracted at school during the time the employee was engaged in schoolwork.

4. The Board, after determining that the claim correctly states the facts and is valid, will approve the leave.

5. Any workers' compensation payment received by the employee while he/she is on compensation leave shall be deducted from his/her gross salary or the check received from workers' compensation shall be endorsed to the Board.

6. Any employee granted leave as herein prescribed who has used the ten (10) days as provided by law may be granted additional leave by action of the Board as hereinafter prescribed:

    1. The employee shall file a certificate signed by a health care provided designated by the Board stating the following:

        a. The date the serious health condition began.
        b. The probable duration of the condition.
        c. The appropriate medical facts regarding the condition that are within the knowledge of the health care provider.
        d. A statement from the health care provider that the employee is unable to perform the functions of his/her job.
        e. The employee shall file subsequent written recertification of the medical condition every five (5) weeks during the duration of the condition.
        f. The employee shall report, in writing, at least every two (2) weeks on his/her status and intention to return to work.
        g. The employee shall not engage in any type of work for which he/she will receive remuneration.
        h. The employee shall have used all vacation leave and accrued sick leave except for a reserve of ten (10) days.
        i. When the above conditions and requirements are met, the full-time employee will be allowed additional illness-in-line-of-duty leave as determined by the Board; provided that the employee is full-time at the time such leave is granted and any payment is made.

C. Professional Leave

Professional Leave may be granted with or without pay as hereinafter provided:

1. Professional leave may be granted to an employee to engage in activities that will result in his/her professional benefit or advancement, including the earning of college credits and degrees or in activities that will contribute to the performance of assigned duties or will contribute to the employee becoming eligible for advancement.

    a. Any employee who is employed for ten (10), eleven (11), or twelve (12) months during any school year may be granted professional leave as follows:

1) A ten (10) month employee may be granted leave not to exceed five (5) days during the pre-planning and/or post-planning days; provided all required records and reports are completed prior to the beginning date of the leave.
2) An eleven (11) month employee may be granted leave not to exceed six (6) days, provided that all required records and reports are completed prior to the beginning date of leave.
3) A twelve (12) month employee may be granted leave not to exceed six (6) days, provided all required records and reports are completed prior to the beginning date of leave.
4) Where professional leave is granted, the days to be granted will be based on the college starting date not to exceed two (2) days of such leave as travel time when necessary.
5) Leave shall be used for the purpose for which it is granted.

b. Professional leave during pre-planning and/or post-planning conference will not be granted to an employee except under the following conditions:
    1) A ten (10) month employee may be reimbursed for not more than five (5) days upon the successful completion of the course(s) and upon resumption of duty for the Board.
    2) An eleven (11) month employee may be reimbursed for not more than five and one-half (5 1/2) days pay upon the successful completion of the course(s) and upon resumption of duty for the Board.
    3) Such leave may be granted upon application provided that all required records and reports are completed by the employee of the Board for the ensuing school year.
    4) Where professional leave is granted, the days to be granted will be based on the college starting date not to exceed two (2) days of such leave as travel time when necessary.
    5) Leave shall be used for the purpose for which it is granted.

2. Extended professional leave is leave in excess of thirty (30) consecutive days. Such leave is primarily for the benefit of the employee, and only incidentally for the benefit of the ~~School~~ Board. Extended leave for professional improvement may be granted to an employee provided he/she has served satisfactorily in the district for a period of three (3) years or more.

    a. Any eleven (11) or twelve (12) month employee may take professional leave annually provided in (1.a.) of this article or may take professional leave every five (5) years as follows:
        1) An eleven (11) month employee may be granted not more than five and one half (5 1/2) weeks of professional leave with pay.

2) A twelve (12) month employee may be granted not more than six (6) weeks of professional leave with pay.
3) Where professional leave is granted, the days to be granted will be based on the college start date not to exceed two (20 days of such leave as travel time when necessary.
4) Leave shall be used for the purpose for which it is granted.

3. The ~~School~~ Board will grant professional leave without pay when, in its opinion, such leave is justified. The Board will consider each application on its merit and in arriving at a decision, will consider both the interest of the employee and the general welfare of the school system Board.

D. Maternity/Paternity Leave

1. Employees may apply for maternity/paternity leave of absence for childbearing, adoption, or child rearing for up to one (1) year, provided sufficient notice is given to the appropriate supervisor/administrator prior to the commencement of leave. Maternity/Paternity leave is without pay. Accrued annul leave and/or accrued sick leave may be used for maternity/paternity leave at the discretion of the employee.

2. Maternity leave for an employee shall be granted only when a contractual relationship exists which will be in effect during the period of the leave. The leave application shall specify the period for which leave is requested, provided that leave in excess of one (1) year will not be allowed.

3. Subsequent to the birth of the child, the employee will be returned to duty in accordance with the approved leave application, provided that a certificate from the attending physician is filed with the Superintendent certifying the employee is physically and emotionally able to return to duty.

    a. Where an employee in limited term status is granted maternity leave, the employee must be in good standing to render services for the school year during which such leave is to occur. Leave granted to such person shall not be interpreted to assure reappointment for the next school year but shall only be for the purpose of protecting probationary service. Any employee in limited term status and on leave shall be considered for reappointment at the time of reappointment. Under no condition will such leave be granted outside of the defined limited term(s).
    b. Any employee on maternity leave for the remainder of a school year or for the entire school year who, on expiration of leave, wishes to return to duty at the beginning of the next school year shall notify the Superintendent in writing of such desire by not later than April 1.

E. Family and Medical Leave (FMLA)

The Board shall comply with the Family and Medical Leave Act provided an application for such benefits is submitted with the request for leave and the employee qualifies for such leave. The inclusion of said leave shall not result in the diminishment of leave or benefits that were available prior to the Family and Medical Leave Act. Guidelines for such leave shall be as follows:

1. Eligible Employees
   Employees of the Board who have worked for the Board for at least twelve (12) months and have worked at least 1,250 hours during that time may be entitled to a total of twelve (12) weeks of leave during any twelve (12) month period when leave for one or the more of the following circumstances:

   a. The birth of a son or daughter of an employee and to are for the child;
   b. The placement of a son or daughter with an employee for adoption or foster care;
   c. To care for the spouse, son, daughter, or parent of an employee if the family member has a serious health condition; or
   d. The employee is unable to perform the function so the position because of the employee's own serious health condition.

   A serious health condition is an illness, injury, impairment, or physical or mental condition that involves: 1) inpatient care at a hospital, hospice, or residential medical care facility; or 2) continuing treatment by a health care provider.

   In the case of the birth or placement of a child for adoption or foster care, the employees entitlement to leave expires at the end of the twelve (12) month period beginning on the date of the birth or placement.

   Where both spouses work for the Board, their total combined leave in any twelve (12) month period is limited to 12 weeks if leave is taken for the birth or adoption of a child. An employee who wishes to take Family Medical Leave is required to first use all accrued paid leave. Family Medical Leave will begin on an hour-by-hour basis if intermittent and on the next full workday of absence for a planned continuous leave.

2. Intermittent or Reduced Schedule Leave

   When medically necessary, intermittent or reduced schedule leave can be taken in cases of serious health condition, either an employee's own or that of a family member. Intermittent or reduced leave schedule is not available for the birth or placement of a son or daughter.
   Employees seeking intermittent or reduced schedule leave based on planned medical treatment are required to produce medical certification outlining the dates on which treatment is expected and the duration of the treatment. Employees are expected to make a reasonable effort, subject to the health care provider's approval, to schedule

treatment so as to not unduly disrupt the Board's operations. Employees are also required to give the Board, through the Human Resources Department, thirty (30) days' notice or as much notice as is practical of their intentions.

In the event an employee requests intermittent or reduced schedule leave due to a family member's or the employee's own serious health condition, the employee may be transferred by the Board to a temporary alternative job for which the employee is qualified, and which better accommodates the Board's needs and that of the employee.

3. Notice

A minimum of thirty (30) days advance notice of an employee's intent to take leave is required when it is foreseeable because of:

a. The expected birth of a baby;
b. The expected placement of a child for adoption or foster care;
c. Planned medical treatment for a son, daughter, sp9ouse, or parent with a serious health condition; or
d. Planned medical treatment in case of the employee's own serious health condition.

If leave has to begin in less than thirty (30) days as a result of one of the above referenced circumstances, the employee must provide the Board, through its Human Resources Department, with advanced notices as is practicable.

When notified of the need for FMLA, notice will be provided in writing within ten (10) working days from the Human Resources Department to the employee concerning eligibility for FMLA and the employee's Rights and Responsibilities. When the employee fails to notify the Human Resources Department in these circumstances, the employee will be considered to have taken "unauthorized leave" and may be subject to progressive disciplinary action.

4. Certification

When leave is requested based on a family member's or employee's own serious health condition, the employee must provide, in writing, a medical certification of the condition and the need for leave from the employee's health care provided within ten (10) days of the written request for leave. The certification must contain:

a. The date the serious health condition began;
b. The probable duration of the condition;
c. The appropriate medical facts regarding the condition that ware within the knowledge of the health care provided;

d. Where leave is based on care of a spouse, child, or parent, a statement that the employee is needed to provide care and an estimate of the amount of time that the need will continue;
e. Where leave is based on the employee's own serious health condition, a statement that the employee is unable to perform the functions of his/her job; and
f. Where intermittent or reduced leave is sought for planned medical treatment, a declaration from the health care provider stating that this kind of leave is medically necessary, the dates that treatment is expected to be given, and the duration the treatment.

This certification will be treated as a confidential medical record and information will be disclosed only on a strictly need-to-know basis, unless otherwise required by Florida law.

5. Use of Paid Leave

Accrued paid leave can be elected as follows:
a. Accrued annual or sick leave for birth, adoption, placement, or to take care of a sick family member; or
b. Accrued annual or sick leave because of the employee's own serious illness.

6. Recertification of Medical Condition

An employee who has taken leave because of a serious health condition (excludes leave needed for routine maternity leave) or that of a family member is required by the Board to obtain subsequent written certification of the medical condition when the original certification states a full recovery sooner than the twelve (12) weeks of FMLA eligibility or at the end of the twelve (12) month FMLA designation period, whichever occurs sooner. The Board also requires employees on leave under this provision to report periodically, at least every four (4) weeks, on his/her status and the intention of the employee to return to work. Failure of the employee on leave to report periodically on his/her status may subject the employee to discipline for unexcused absences. Any employee who has exhausted all paid leave can petition the Superintendent and Board, by letter, requesting that unpaid hardship leave be granted.

7. Restored Employment

Eligible employees who comply with all provisions of this section and who return from FMLA have the right to return to the job position that they held when they went on leave or they may be placed, at the discretion of the Board, in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. While on leave, eligible employees will retain all accrued benefits. Restored employees returning from FMLA are not entitled to accrue seniority or employment benefits during any period

of leave. Restored employees are not entitled to any right, benefit, or position of employment other than any to which they would have been entitled had they not taken the leave.

As a condition to restoring an employee whose leave was based on the employee's own serious health condition, each returning employee may be required to provide, in writing, to the Human Resources Department a certification from the employee's health provided stating that they employee is able to resume work.

8. Maintenance of Benefits

The Board will maintain group health plan coverage for employees on FMLA for the duration of the eligible employee's leave. Coverage will be provided on the same level and under the same conditions that coverage would have been if no leave had been taken.

In the event an employee fails to return to work after the period of leave expires, the Board may recover any premiums the Board paid for coverage during the leave period. Such recovery can be taken in any benefits or wages owed by the Board to the employee.

In the event, however, that the employee fails to return to work because of the continuation, recurrence of onset of serious health condition of a family member or the employee's own serious health condition that would otherwise entitle the employee to take leave, or due to other circumstance, if the current FMLA health care provider's (HCP) certification clearly states an extended duration of need, the employee may request leave of absence. If the HCP certification expires with the expiration of the FMLA designation, the employee is required to provide, in writing to the Human Resources Department a statement or certification from the employee's HCP supporting the extended absence.

F. Temporary Duty

An employee may be assigned to be temporarily absent from his/her regular duty and place of employment for the purpose of performing other educational services and other duties.

1. Temporary duty may be assigned as hereinafter provided:

    a. Where the employee is under the supervision of a supervisor or administrator and a substitute employee is not required and where such absence will not exceed a work day, the principal of the school may assign temporary duty, provided that such assignment is reported to the Superintendent in writing.

b. Where the employee will be absent for more than one day, or away overnight, or where a substitute employee will be required, the administrator/supervisor shall obtain approval of the Superintendent for assignment of temporary duty.
c. When an employee will be absent from regular duty in excess of one (1) day, or overnight, or if a substitute will be required, the administrator/supervisor and the Superintendent shall complete the required form for temporary duty.

2. Expenses will be allowed as follows:
    a. Per Diem and travel will be allowed if the employee attended the meeting at the request of the Superintendent.
    b. Per Diem will be allowed at the allowable state rate.
    c. Travel will be computed at the allowable state rate.

G. Association Leave

1. The Association president or his/her designee may be given temporary duty to attend School Board Meetings.

2. The Association president or his/her designee shall be allowed a maximum of thirty-six (36) days of temporary duty in any school year to engage in Association activities subject to the following conditions. Temporary duty used for this purpose may be used as whole or partial days.

    a. The Association shall reimburse the total cost of the absence.
    b. The maximum number of days allowed for any one person shall be fifteen (15). The total number of leave days for the Association shall not exceed thirty-six (36) days.
    c. The minimum time of any leave request shall be 3.75 hours.
    d. No single class can be missed more than fifteen (15) times in any school year.

H. Military Leave

1. Military Leave will be granted to an employee who is required to serve in the armed forces of the United States or of the State of Florida in fulfillment of obligations incurred under the selective service laws or because of membership in the reserves of the armed forces or the National Guard.

2. An employee granted military leave for extended active duty shall, upon completion of the tour of duty, be returned to employment without prejudice provided an application for reemployment is filed in compliance with the Uniformed Services Employment and Reemployment Rights Act.

3. Compensation allowed during military leave shall not exceed seventeen (17) days as provided under Section 115.07, Florida Statutes. Military leave shall not be counted for

allocation of Florida Education Finance Program funds or in determining a year of service.

4. Extended Active Duty during National/Regional Emergency

    a. Board employees who are reserve members of the armed forces or National Guard shall be granted benefits as stated below provided the following conditions are met:
        1) The appropriate federal or state authority has declared a national or regional emergency.
        2) The employee called to active duty provides a copy of his/her official orders for active duty.
        3) The period of active duty exceeds seventeen (17) days.

    b. Salary
    For the first thirty (30) days of active duty, the employee shall receive all Board salary and benefits regardless of compensation received from active-duty service.

    For any period exceeding an initial thirty (30) days of active duty for up to eighteen (18) months, the employee shall be entitled to receive from the Board salary/wages equal to the difference between the employee's military pay and the employee's Board salary provided the employee's military pay does not exceed his/her Board salary/wages. The employee must provide the Board with all the documentation necessary to permit the aforementioned computation prior to the expiration of the initial thirty (30) day period.

    Employees who do not request Board pay or who fail to provide the documentation required in the above paragraph shall not be entitled to receive any district salary or wages as set forth in that paragraph.

    c. Benefits
    If the employee provides documentation of orders for active duty and requests benefit continuance in writing, the employee shall be entitled to continue to receive Board health and other insurance benefits. The Board's contribution towards benefits will continue. The employee will continue to pay the employee portion of all premiums.

    d. Continued Employment
    Notwithstanding any other provision in Board rules or policy, employees called to active duty pursuant to this section shall be granted military leave for period of active duty without loss of seniority and shall be entitled to reemployment upon release of active duty as provided by Board Policies.

5. An employee who enters active military services shall be governed by the provisions of Section 115.09, 115.14, 121.111, and 250.341, Florida Statutes.

I. Jury Duty

Where an employee is under subpoena for jury duty during the time he/she is engaged in regular professional duties, he/she may make application for temporary duty elsewhere. The employee shall receive his/her regular salary while on jury duty. All applications under this policy shall be submitted to the Superintendent.

J. Bereavement Leave

A full-time employee who as completed the probationary period may apply for up to two (2) days paid bereavement leave in the event of a death in his/her immediate family to make funeral arrangements and to attend the funeral. Immediate family is defined as father, grandfather, mother, grandmother, son, grandson, daughter, granddaughter, brother, sister, uncle, aunt, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, step grandparent, half-brother, or half-sister. An employee may apply for a maximum of four (4) days of paid bereavement leave per fiscal year. Bereavement leave is not accumulative. Employees will not be paid bereavement leave for days not scheduled to work. Employees are required to provide a copy of the obituary or other satisfactory document to be attached to the leave request.

K. Witness Duty

Where an employee is under subpoena as a witness in connection with his/her official duties or in a court action in which he/she is not a party to the litigation he/she may make application for temporary duty elsewhere. The employee shall receive his/her regular salary. Any employee who is a party to litigation may request emergency leave, personal leave, or annual leave. Leave for witness duty shall be authorized by the Superintendent.

L. Leave of Absence

Except for leave taken by eligible employees under the Family and Medical Leave section of this Agreement, a leave of absence is permission granted by the Board or allowed under its adopted policies for employees to be absent from his/her duties for a specified period of time with the right to return to employment on the expiration of leave. Any absence of an employee from duty shall be covered by leave duly authorized and granted. Leave shall be officially granted in advance by the Board and shall be used for the purpose set forth in the leave application. Any request that leave be granted retroactively will be denied. Leave for sickness or other emergencies may be deemed to be in advance if prompt report is made to the proper authority. No leave, except military leave, shall be granted for a period greater than one (1) year. An additional year of leave may be granted at the discretion of the Board.

Leave may be with or without pay as provided by law, regulations of the State Board of Education, and Board policies.

M. Annual Leave

1. Employees who are employed on a twelve (12) month contract shall accrue annual leave, exclusive of holidays, with compensation as follows:

    a. An employee with less than five (5) years of services at the rate of one day per month cumulative to twelve (12) workdays per year.
    b. An employee with five (5) but less than ten (10) years of services at the rate of one and one-fourth (1.25) days per month cumulative to fifteen (15) workdays per year.
    c. An employee with ten (10) or more years of service at the rate of one and one half (1.5) days per month cumulative to eighteen (18) workdays per year.

2. All eligible employees working less than forty (40) hours per week will receive annual leave credit prorated in relation to the hours they regularly work.

3. Annual leave may be accrued not to exceed sixty-two and one half (62.5) workdays.

4. Annual leave may be granted by the Superintendent upon the written request of the employee and with prior approval of the employee's administrative superior. Annual leave shall be scheduled so that there will be a minimum disruption of the school system.

5. Any part-time employee who works in excess of one half (0.5) the hours or days required for a full-time position but less than the total hours or days required for a full-time employee shall not be entitled to annual leave.

6. Annual leave shall not be granted until the employee has rendered at least six (6) months of acceptable services for the Board.

7. The Christmas vacation period, other than legal holidays running consecutively with the vacation period, shall constitute a part of the aforesaid allowable vacation period unless the employee is actually on duty.

8. Employees on FMLA are not entitled to accrue any additional annual leave while on such leave.

9. Any employee resigning in good standing with the Board shall be entitled to terminal pay for accrued annual leave up to a maximum of sixty (60) days. Payment shall be made in the last regular paycheck for the employee except in the case where the employee

enters DROP, and then payment shall be made int eh last paycheck before the effective bargaining date of DROP.

N. Political Leave
An employee who has filed to run for a political office and who desires personal leave for political reasons shall file an application for leave. The Board shall grant such personal leave for the duration of the political campaign. Such leave shall be without compensation.

O. Personal Leave for Other Reasons

An employee desiring personal leave for any other reason shall file a written application setting forth the reasons for and the purpose of the requested leave. The Board will consider such application on its own merits and in arriving at a decision will consider the best interests of the employee and the general welfare of the Board.

P. Unless as otherwise provided under the Family and Medical Leave section of this Agreement, an employee on officially approved leave who desires to continue insurance coverage may continue his/her insurance by dealing directly with the carrier if acceptable with the carrier.

Q. Leave Related to Domestic Violence

1. An employee, who has been employed by the Board for at least three (3) calendar months, may request and shall be granted up to three (3) days of unpaid personal leave within a twelve (12) month period, if he/she has been a victim of domestic violence or if a family or household member has been a victim of domestic violence.

2. The leave must be used for one or more of the following purposes:

    a. To see an injunction for protection against domestic violence or for protection in cases of repeat violence, dating violence, or sexual violence;
    b. To obtain medical care and/or mental health counseling for the employee or a family or household member;
    c. To obtain services from victim-services organization**s**;
    d. To make the employee's home secure from the perpetrator or to seek new housing; and/or
    e. To seek legal assistance related to the violence.

3. All records related to such leave will be considered confidential.

4. This leave shall be noncumulative and shall be requested in advance except in the case of an emergency.

5. If an employee elects to be on paid leave, he/she may request personal leave chargeable to sick leave provide that the employee is eligible to be on such leave or he/she may request annual leave provided the employee accrues annual leave and has an annual leave balance.

R. Unapproved Leave without Pay

Leave without pay will only be approved at the administrator's discretion but at a minimum will require a doctor's note verifying a medical illness and doctor visit on date of absence. In cases where a doctor's visit did not occur, a detailed explanation must be attached to the leave form explaining the absence. Even with a doctor's visit or detailed note, an administrator has the authority to not approve leave without pay.

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

2. Three (3) working days of failure to report for duty or be on approved leave will be determined abandonment of position and the employee will be subject to termination.

3. Unauthorized leave not exceeding three (3) consecutive days: An unauthorized leave (including unpaid) may not be approved by the site administrator. Any leave not approved by the Board is considered a break in service and will result in a warning, suspension, and/or termination.

   Discipline for employee taking leave without pay that is unapproved by their administrator/supervisor.

   Record of Counsel – when an employee reaches zero leave balance the administrator will meet with the employee if the employee is available or will notify the employee in writing to make them aware of their status and discuss alternative leave options. Should the employee continue to take leave without pay that is unapproved by his/her administrator the following steps may be taken:

   1st Incident – letter of reprimand to be included in personnel file with a copy provided to the employee at the time of the reprimand.

   2nd Incident – recommendation of a five (5) day suspension to the Board in compliance with tests of just cause as outlined in the Agreement.

   3rd Incident – recommendation of termination to the Board in compliance with the tests of just cause as outlined in the Agreement.

ARTICLE XIV: INSURANCE

A. The Board shall make available group medical, dental, and life insurance plans for its employees.

B. Insurance for employees was determined by a joint committee as described in Article XIV. J of the Agreement.

C. The employee will pay a maximum of six (6) percent (rounded to the nearest dollar) of the monthly premium for the lowest cost single policy group PPO or HAS medical plan. The Board will pay the reminder of the premium for this plan and that same dollar amount may be applied towards any like type single policy group medical plan offered by the Board.

D. The employee will pay a maximum of thirty-five (35) percent (rounded to the nearest dollar) of the monthly premium for the lowest cost family policy group PPO or HAS medical plan or any family tier plan offered. The Bord will pay the remainder of the premium for this plan and that same dollar amount may be applied towards any like type family policy group medical plan or any family tier plan offered by the board.

E. When husband and wife both work for the Board, the employee will pay a maximum of eight (8) percent (rounded to the nearest dollar) of the monthly premium for the lowest cost family policy group PPO or HAS m medical plan. The Board will pay the remainder of the premium for this plan and that same dollar amount may be applied towards any like type family policy group medical plan offered by the Board.

F. The Board will pay for low option single dental coverage for employees who chose to not participate in the group health plans.

G. The employee will pay the total monthly premium for any group dental plan and the board will pay $0.00.

H. The Board will purchase a minimum of $50,000 of group term life insurance on all regular employees who are employed seventeen and one half (17.5) hours or more per week.

I. To be eligible for these insurance benefits contributions, the employee must receive a regular payroll check in the month of payment or be eligible for such benefits through the Family and Medical Leave Act.

J. There will be a joint insurance committee on which there will be equal representation of all employee groups (administrators, teachers, ESPs, blue collar, and exempt educational support). The ESPs will be appointed by the current Association president. The joint insurance committee will review insurance plans on an annual basis and will issue a report with its recommendations (including an low option and a high option) for the upcoming

school year to both the Board and the Association by the first week of August each year. The annual review of insurance plans will begin no later than the first week of May each year. The multi-tier options shall include at least the following four plans: employee-single, employee and spouse, employee and dependent children, employee-family.

K. The Board will provide an IRS-125 plan for its employees.

L. The Board will provide a vision plan for its employees. The employees will pay the full premium for such plan.

M. Benefits provided by the health or dental insurance carriers shall not be reduced unless the joint insurance committee first considers such reductions before being presented to the Board.

ARTICLE IX: MISCELLANEOUS

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only thought he voluntary mutual consent of both parties in written and signed amendment to this Agreement.

   Additional grammatical and data updates that do not change the content or intent of the contract language maybe made with mutual agreement of both parties.

B. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be modified to the extent that it violates the law but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision. The Association shall be notified and discussion held prior to modification of the Agreement.

C. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with the terms of this Agreement. If this Agreement is silent on any rule, regulation, or practice of the Board, then the rule, regulation, or practice of the Board shall prevail.

D. New members of the School Advisory Council shall be elected by their respective peer group, except for business and community representatives, and the school principal.

E. The Santa Rosa Education Association president or president-elect, upon request, shall be given an agenda of each School Board meeting and a copy of the financial statement when one is presented to the Board.

F. It is desirable that each school be represented on the in-service committee. Employees serving on the Santa Rosa County In-Service Committee shall be elected by the ESP employees specific to the site and recommended by the Superintendent and approved by the Board.

G. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals and counter-proposals with respect to any subject or matter not removed by law, State Board of Education Regulations, or the Santa Rosa County School Board Policies from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

H. All employees that are identified as Limited Term Educational Support Personnel due to salary coding to a special project or grant who have satisfactory performance evaluations and are recommended back by their supervisor at the end of 4 years continuous employment will be considered permanent employees.

ARTICLE XVI: WAIVER PROCEDURE

The following shall constitute the sole process at each school site for the waiver of any portion of this Agreement between the Association and the Board.

A. Any waiver must be in writing and must specify the contractual provision(s) to be waived, the nature and duration of the waiver and the employees affected by the waiver. Such waiver shall originate within and be approved by the SAC.

B. There shall be a duly called meeting of all bargaining members to fully explain the proposed waiver.

C. There shall be a thirty-six (36) hour minimum between the full disclosure meeting and any waiver vote.

D. There shall be a secret ballot vote of all bargaining unit members to approve or disapprove said waiver. Such vote shall include a signature sheet(s). The waiver shall require an eighty (80) percent approval of the total bargaining unit membership in order to move forward. A valid vote shall not be rescinded.

E. The Association shall designate an individual(s) to monitor and assist in the conducting of A-D above. The Association designee shall be present at the secret ballot vote.

F. The waiver shall then be presented to the Board and to the Association for final approval. A duly elected SAC representative shall be available to address questions and concerns prior to the final vote.

G. Waivers shall not extend beyond the school year in which they originally take effect.

H. Waivers may be extended one year at a time if there are no changes in the waiver. Extensions should require the eight (80) percent secret ballot approval and final approval of the Association and the Board.

I. If an individual disagrees with an approved waiver and can find a certified bargaining unit member willing to exchange positions at a different school, said transfer shall be considered and an effort made to facilitate the transfer.

ARTICLE XVII: MAINTENANCE OF STANDARDS

The parties acknowledge that during negotiations resulting in this Agreement, each had the unlimited right and opportunity to make proposals and counterproposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Within budgetary limitations, this Agreement shall not be interpreted or applied to deprive employees of any significant professional advantages.

ARTICLE XVIII: SREA EDUCATIONAL SUPPORT EMPLOYEES SALARY SCHEDULE

(see attached schedule)

A. The current SREA Educational Support Employees Salary Schedule (Salary Schedule) shall be posted on the Board website.

B. All currently employed Educational Support Professionals (ESP) will receive the negotiated improvements to their individual salary. Any employee receiving a rating of Needs Improvement or Unsatisfactory shall not be eligible for any negotiated improvements to their salary.

C. New employees to the Board shall be placed at a level no higher than an employee with the same years of experience in the same job classification.

D. Levels will increase uniformly by two and one half (2.5) percent over the previous level with the highest level in each pay range being Level 25 (twenty-five).

    1. Any future improvements to the schedule or movements on the schedule shall be negotiated annually.

E. A qualified year of service is awarded for each year of full-time experience for which the employee received at least a satisfactory or effective performance evaluation.

F. The eligibility for an increase in pay shall be determined by an ESPs overall performance evaluation score and must be negotiated each year. Any employee receiving a rating of Needs Improvement or Unsatisfactory does not earn a qualified year of service and shall not be eligible for any negotiated improvements to their salary.

G. Up to five (5) years of honorable active-duty military service may be used for credit for years' experience on the salary schedule and will result in up to five (5) years of forward movement on the Salary Schedule. Military service shall be credited on a year for year basis not to exceed five (5) total years of improvement. Application and proof of military service in the form of a DD-214 must be made by September 1st of the year credit is being requested. Military service shall not be credited more than one time.

H. Employees advancing off the salary schedule (beyond level 25) shall receive an additional salary increase of .1% for each year of employment with the Board.

I. Bonuses
At sites that are not eligible to receive Recognition dollars from the Department of Education, amounts determined by the School Advisory Council and approved by the Board will be acceptable for payment to employees.

J. Supplemental Pay

1. The following is a schedule of payments for detention, after school programs, after school duties, summer programs, and staff training.

    a. In-service Representatives will be paid a stipend of $300.00 annually.

    b. Employees will be paid a minimum of $15.00 per hour for all mandatory workshops or in-service. Advertisements for all workshops or in-service shall clearly state the amount of compensation for participation in the event.

        1) Interpreters hourly rate and in accordance with Fair Labor Standards Act.
        2) Crossing Guards $15.00 per hour
        3) Supplemental Summer Contract amounts shall be based on the hourly rate of the hourly salary schedule at the time the hours are worked.

2. Employees who preform one or more of the following daily duties of: 1) cleaning trachea tubes, 2) gastric tube feeding, 3) changing diapers of students, or 4) any other procedure that could potentially expose the employee to bodily fluids shall receive a supplement of five (5) percent based on Range 7, Level 1 of the prior year Salary Schedule. Extended School Year (ESY) employees will also be included in a prorated amount for this supplement application. Any employee asked to perform these duties due the extended absence of the employee normally designated to perform such duties shall receive the supplement on a prorated basis.

3. Employees at High Economically Disadvantaged Schools (defined as those with a free and reduced lunch rate of sixty-five (65) percent or greater as of October 1st of each year) shall receive a supplement of $300.00.

4. Employees charged with completing Medicaid billing reports associated with their daily duties shall receive a $500.00 supplement.

    a. The Medicaid Billing Supplement shall be calculated as follows:
    For each semester an employee completes billing reports for a minimum of forty-six (46) days, the employee shall receive $250 in the first pay cycle following the end of the semester. Should an employee not meet this requirement but completes billing reports for at least forty-six (46) days during the school year, the employee shall receive $250 in their last paycheck.

ARTICLE XIX: TERMS OF AGREEMENT

This Agreement shall be effective July 1, 2024 and shall continue in effect through June 30, 2027. The parties shall meet annually to negotiate in accordance with the provisions of this contract. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

Santa Rosa Education Association	**Santa Rosa county School Board**
_____	_____
President	Chairman
_____	_____
Negotiator	Superintendent
_____	_____
	Negotiator

APPENDIX

APPENDIX A: UNIT CLARIFICATION

A. The Board recognizes the Association as the sole and exclusive bargaining representative of all educational support employees the Board identified in the following positions:

Job Number	Title
21135	EHS TEACHER OF TWO YEAR OLDS
25068	AUDIOLOGIST
31050	SCHOOL HELPER
41000	PRINTER ASSISTANT I
41005	PRINTER ASST II
41010	CLERK TYPIST I
41020	CLERK TYPIST II
41040	CLERICAL ASSISTANT
42000	SECRETARY I
42001	SECRETARY I (COMM SCHL)
42010	SECRETARY II
42011	SECRETARY II (COMM SCHL)
42020	SECRETARY III
42021	SECRETARY I 11 MONTH
42022	SECRETARY II 11 MONTH
42026	SECRETARY III (COMM SCHL)
44123	SOFTWARE SUPPORT TECHNICIAN
44165	SR NETWORK ANALYST II
44210	OPERATIONS SUPPORT SPEC I
44215	COMPUTER REPAIR TECH I
44216	DATA-COMM CABLING TECH
44217	DATA-COMM CABLING INSTALLER
44224	DATA-COMM CABLING SUPPORT TECH
44225	COMP SUPPORT TECHNICIAN
44228	NETWORK SUPPORT TECHNICIAN
44240	DATA LIAISON
44270	INSTR TELEVISION SPEC II
44280	DIGITAL MEDIA SPECIALIST I
44765	PROF DEV CTR SUPPORT MGR
44990	PARAPRO I - ESOL
44995	PARAPRO II - ESOL
45000	TCHR ASST I
45010	TCHR ASST II
45020	TCHR ASST IW

45030	AUDIOLOGY ASSISTANT
45050	CHILD CARE ASST
45065	CHILD DEVELOP ASSOCIATE
45066	CHILD CARE/CHILD DEV ASSOC
45067	PRE-K FAMILY ADVOCATE
45080	TCHR ASST IIW
45081	TCHR ASST PT HOURLY
45120	TCHR ASST I PRE-K
45130	TCHR ASST I PK HEADSTART
45131	HEAD START ASST TEACHER
45190	SIGN LANGUAGE INTERPRETER I
45202	SL PROVISIONAL INTERPRETER II
45203	SL ADV INTERPRETER III
45210	SS TCHR ASST
45220	TCHR ASST FOR TECH I
45221	INTERNET FILTER ADMIN/T A
45222	TCHR ASST FOR TECH II
45230	PARAPRO I
45235	PARAPRO IW
45236	PARAPRO IW/HH
45240	PARAPRO II
45245	PARAPRO IIW
45250	GUIDANCE ASSESS ASST
45251	SS GUIDANCE ASSESS ASST
45255	JOB COACH PARAPRO I
45256	COMM OF LEARNING PARAPRO
45260	BEHAVIOR INTERVENTION PARAPRO
45300	CLERICAL DATA I
45301	CLERICAL DATA I (COMM SCHL)
45310	CLERICAL DATA II
45311	CLERICAL DATA II (COMM SCHL)
50031	FISCAL ASST I (DIST)
50032	FISCAL ASST II (DIST)
50033	FISCAL ASST III (DIST)
50036	FISCAL ASST I (SCHL)
50037	FISCAL ASST II (SCHL)
50038	FISCAL ASST III (SCHL)
50180	BOOKKEEPER - COMMUNITY SCHOOL
50181	BOOKKEEPER OF FED PROGRAMS
50190	INTERNAL FUNDS BKPR I
50191	INTERNAL FUNDS BKPR II
50200	SCHOOL BOOKKEEPER
50240	INTERNAL FUNDS BKPR III
50250	BOOKKEEPER ASST
50251	BOOKKEEPER ASST (COMM SCHL)
51251	SAFETY SPECIALIST

61030	PERSONNEL ASST I
61040	PERSONNEL ASST II
61042	PERSONNEL ASST III
61052	CERTIFICATION SPECIALIST I
61080	RISK MGT SPEC II
90100	STUDENT 'N' WORKER
24120	TESTING INSTRUCTOR
25045	HEALTH & NUTRITION SPEC.
25070	VISION SCREENER
40010	RECEPTIONIST
40020	SWITCHBOARD OPER. I
40025	SWITCHBOARD OPERATOR II
40030	PRINTING CLERK
41030	CLERK TYPIST III
42005	SECRETARY - SUMMER
43000	SCHOOL SECRETARY I
43010	SCHOOL SECRETARY II
43020	SCHOOL SECRETARY III
43050	SCHOOL SECRETARY I (10 MO)
43060	SCHOOL SECRETARY II (10 MO)
43070	SCHOOL SECRETARY III (10 MO)
43100	SCHOOL SECRETARY I (11 MO)
43110	SCHOOL SECRETARY II (11 MO)
43120	SCHOOL SECRETARY III (11 MO)
44000	DATA ENTRY OPERATOR
44010	SR DATA ENTRY OPERATOR
44020	COMPUTER RESEARCH TECH.APPRENT
44090	ASST MAINFRAME COMPUTER OPERAT
44100	MAINFRAME COMPUTER OPERATOR
44110	SR MAINFRAME COMPUTER OPERATOR
44120	COMPUTER PROGRAMMER
44265	INSTR TELEVISION SPEC I
45040	TCHR ASST II TITLE I
45060	CHILD CARE ASST II
45090	INTERGENERATIONAL RES SPECIAL
45100	TCHR ASST I ELEMENTARY
45110	TCHR ASST I MIDDLE
45111	TCHR ASST I SR HIGH
45150	TCHR ASST II ELEMENTARY
45160	TCHR ASST II MIDDLE
45161	TCHR ASST II SR HIGH
45170	JOB COACH/VOC. TRAINER
45171	VOCATIONAL TECHNICIAN
45180	TCHR ASST II PK
45185	TCHR ASST II PK HEADSTART
45195	TCHR ASST II INTERPRETER

45200	CERTIFIED INTERPRETER
45201	INTERPRETER I APPRENTICE
45204	INTERPRETER IV MASTER
45225	TA FOR DIST LEVEL INSTRUCTION
45350	SUB CLERICAL DATA ASST
50010	ACCOUNTING CLERK I
50020	ACCOUNTING CLERK II
50021	ACCOUNTING CLERK III
50030	SR ACCOUNTING CLERK
50100	PAYROLL CLERK
50110	PAYROLL/INSURANCE CLERK
50201	SCHOOL PROGRAM ASST I
50990	ACCOUNTING ASST I
51300	INSURANCE SPECIALIST
61000	PERSONNEL CLERK
61020	SEMS OP/HUMAN RES CLERK
61025	HUMAN RESOURCE TECHNICIAN
61050	CERTIFICATION SPECIALIST
61051	CERTIFICATION SPECIALIST II
61070	RISK MGT SPEC I
61092	CLERK TYPIST PUPIL PERSONNEL
61196	DATA ENTRY OPERATOR ATT/SOC W
62400	COURIER
85050	AUDIO-VISUAL TECHNICIAN I
85060	AUDIO-VISUAL TECHNICIAN II
44241	OPERATIONS INTEGRATION SPEC I
50252	BOOKKEEPER ASST (11-MONTH)
44231	BUSINESS ANALYST I
44285	DIGITAL MEDIA SPECIALIST II
45320	CLERICAL DATA III
21136	HS TEACHER OF THREE YEAR OLDS
41050	SEDNET TECHNICAL ASST
45257	JOB COACH PARAPRO II
44242	IT SUPPORT SPECIALIST I
44243	IT SUPPORT SPECIALIST II
92042	SLP ASSISTANT
50040	ACCOUNTS PAYABLE DEPT SPEC 1
50041	ACCOUNTS PAYABLE DEPT SPEC II
50042	ACCOUNTS PAYABLE DEPT SPEC III
50043	PAYROLL DEPT SPEC I
50044	PAYROLL DEPT SPEC II
50045	PAYROLL DEPT SPEC III
92047	LEARNING ACADEMY OFFICE MANAGER
45211	SS TCHR ASST W/BODILY FLUIDS
92050	LEARNING ACADEMY OFFICE STAFF
92051	INTERN - ITS

92063	PARAPRO
45258	SOCIAL SERV NAVIGATOR PARAPRO
45207	ESE DOC AND DATA REPORTING ANALYST I
45252	HEAD START GUIDANCE ASST
92109	CUSTODIAL - PROJECT MANAGER
92112	CDAC COUNSELOR SUPERVISOR
45237	PARAPRO (1:1) IW
45238	PARAPRO (1:1) IW/HH
45247	PARAPRO (1:1) IIW
92120	COURIER
45021	TCHR ASST (1:1) IW
45082	TCHR ASST (1:1) IIW
45253	DISTRICT GUIDANCE ASSESS ASST

B. Excluded: All employees covered by the collective bargaining agreement between the Santa Rosa County School Board and the Carpenters Industrial Council, United Brotherhood of Carpenters and Joiners of America and the instructional employees' collective bargaining agreement between the Santa Rosa County School Board and the Santa Rosa Professional Educators, as well as all blue-collar employees, professional employees, and employees in the following classifications:

- Superintendent of the Santa Rosa County School District
- Assistant Superintendent for Administrative Services
- Assistant Superintendent for Instructional Services
- Assistant Superintendent for Human Resources
- Assistant Superintendent for Finance
- School Principals
- Assistant Principals
- Administrative Secretary to the Superintendent
- Personnel Assistant/Secretary to the Assistant Superintendent for Human Resources
- Secretary to the Assistant Superintendent for Human Resources
- Secretary to the Assistant Superintendent for Instructional Services
- Secretary to the Assistant Superintendent for Administrative Services

Job Number	Title
31110	FOOD SERV MANAGER I (N)
31120	FOOD SERV MANAGER II (N)
31130	FOOD SERV MANAGER III (N)
31131	FOOD SRV COMPLIANCE OFFICER(N)
31140	PROD KITCHEN MANAGER (N)
42025	SECRETARY III (N)
44130	COMP PROG/SYS ANALYST I (N)
44140	OPER ANALYST II (N)
44150	OPER ANALYST III (N)
44151	SYSTEMS ADMINISTRATOR (N)
44152	SYSTEMS ADMIN ASSISTANT (N)

44160	SR NETWORK ANALYST (N)
44166	ENTERPRISE SYSTEMS ADMIN (N)
44167	NETWORK SYSTEMS ENG ASST (N)
44227	COMP SUPPORT SUPERVISOR (N)
44230	SYSTEMS ANALYST (N)
44250	DATA PROCESSING MANAGER (N)
50120	ACCOUNTING SPECIALIST (N)
51000	ACCOUNTANT I (N)
51010	ACCOUNTANT II (N)
51020	ACCOUNTANT III (N)
51051	ACCOUNTING SUPVR (N)
51052	ACCOUNTING ANALYST (N)
51150	SENIOR OPER SUP (N)
51250	COORD RISK MGMT & BENE (N)
61041	PERSONNEL ASST II (N)
61043	PERSONNEL ASST III (N)
62000	DIR PURCHASING/CONTR ADMIN (N)
62050	BUYER (N)
62100	PURCHASING AGENT I (N)
62110	PURCHASING AGENT II (N)
62150	PURCHASING MANAGER (N)
62236	MATERIAL & SURPLUS MANAGER (N)
62240	PROPERTY INVENTORY SPECIALIST (N)
72091	ADMINISTRATIVE SECRETARY (N)
84150	MAINTENANCE FOREMAN I (N)
84151	MAINTENANCE FOREMAN II (N)
84155	SUPERVISOR OF BLDG MAINT (N)
84156	BUILDING OFFICIAL (N)
31100	FOOD SERV ASST MANAGER (N)
31101	SS ASST FOOD SERV MGR (N)
31111	SS FOOD SERV MGR (N)
42040	ACCOUNTING SECRETARY (N).
44260	WEBMASTER (N)
50140	ACCOUNTING SECRETARY (N)
51030	ACCOUNTANT/AUDITOR (N)
51040	SENIOR ACCOUNTANT (N)
51050	ACCOUNTS PAYABLE SUPERVISOR (N)
51110	PAYROLL SUPERVISOR (N)
51200	INVESTMENT MANAGER & AUDITOR (N)
61031	PERSONNEL ASST I (N)
62200	PROPERTY CONTROL CLERK (N)
62201	INVENTORY SPECIALIST (N)
62210	INVENTORY & STORE MANAGER (N)
62220	PROPERTY CONTROL COORD (N)
62230	WAREHOUSE & INV MANAGER (N)
62310	WAREHOUSE MANAGER (N)
62350	ASST WAREHOUSE & INV MANAGER (N)
80050	ROUTE SUPERVISOR (N)
44131	OPER ANALYST I (N)
44153	ENTERPRISE NETWORK ADMIN (N)

44168	SR ENTERPRISE NETWORK ADMIN (N)
44229	TECHNICAL SUPPORT MANAGER (N)
44154	ENTERPRISE SYS/DATABASE ADMIN (N)
51252	Benefits Accountant I (N)
61047	ADMIN SERVICES SPECIALIST (N)
62010	DEPUTY DIR PURCH/CONTR ADMIN (N)
92016	TRANS - ROUTER
44244	STUDENT INFO SYS MANAGER (N)
44245	IT PROJECT MANAGER (N)
61081	RISK MGT SPEC III (N)
92058	FOOD - MANAGER
92059	FOOD - MANAGER ASST
92084	INTERN - PURCHASING AGENT
92091	FOOD - AREA MANAGER
92106	FOOD - TRUCK MANAGER
62020	COORD SCHOOL FOOD SERVICE (N)
92110	FOOD - GENERAL MANAGER
92116	FOOD - DIETICIAN
92117	FOOD - WAREHOUSE MNGR/TECH
92121	FOOD - COMMUNITY ENGAGE
44132	OPER ANALYST I - FINANCE (N)
44141	OPER ANALYST II - FINANCE (N)
51151	SENIOR OPER SUP - FINANCE (N)
44155	OPER ANALYST III - FINANCE (N)

And all other employees of the Santa Rosa County School Board.

APPENDIX B: DISCIPLINE FORM

PERFORMANCE CORRECTION NOTICE

Employee Name: _____

Date Presented: _____

Site/Department: _____

Supervisor: _____

Contract Type:	☐ Probationary	☐ Annual	☐ PSC
Classification:	☐ Administrative	☐ Instructional	☐ Educational Support
	☐ Blue Collar		

Disciplinary Level

☐ **Verbal Correction** – (Document the conversation)

☐ **Record of Counsel** – (state nature of offense, method of correction, and action to be taken if offense is repeated. Placed in Personnel File)

☐ **Written Letter of Reprimand** – (State nature of offense, method of correction, and action to be taken if offense is repeated. Place in Personnel File)

☐ **Recommendation for Suspension Without Pay** – (State nature of offense, method of correction, and action to be taken if offense is repeated. Must be Board approved and placed in Personnel File)

☐ **Recommendation for Termination** – (State nature of offense and method of correction. Must be Board approved and placed in Personnel File)

Subject:

Category:

☐ Policy/Procedure Violation

☐ Performance Transgression

☐ Behavior/Conduct Infraction

☐ Absenteeism/Tardiness

Prior Notifications

Level of Discipline	*Date*	*Subject*
Verbal	_____	_____
Record of Counsel	_____	_____
Written Letter of Reprimand	_____	_____
Recommendation for Suspension	_____	_____
Recommendation for Termination	_____	_____

Incident Description and Supporting Details: Include the following information: Time, Place, Date of Occurrence, and Persons Present as well as Organizational Impact.

(Attach signed witness statements if included)

PERFORMANCE EXPECTATIONS

1. Measurable/Tangible Improvement Goals:

2. Training or Special Direction to be Provided:
   (If Professional Improvement Plan (PIP) is necessary, indicate here and complete the PIP in the approved format)

OUTCOMES AND CONSEQUENCES

Positive:

Negative:

Scheduled Review Date:

Employee Comments and/or Rebuttal

(attach additional sheets if needed)

_____

Employee Signature

Employee Acknowledgement

I have received a copy of this notification. It has been discussed with me. I am aware that I may submit written statement responding to the disciplinary action. Employee signature does not necessarily imply agreement.

_____ _____

Employee signature Supervisory Signature

_____ _____

Date Date

Witness

_____

Name

_____

Date and Time in Conference

Distribution of copies:

☐ Employee

☐ Site Based Administrator

☐ Human Resources

APPENDIX C: GRIEVANCE FORM

OFFICIAL GRIEVANCE FORM

Name: _____

Worksite: _____Assignment: _____

Home Address: _____ Home/Cell Phone:_____

STEP _____

A. Date cause of grievance occurred: _____

B. Relates to Article(s) _____ of Agreement _____

C. Statement of grievance:

D. Relief sought:

_____/_____

Signature Date

E. Disposition of Immediate Supervisor:

_____/_____

Signature Date

1 copy to immediate supervisor
1 copy to Superintendent or his/her designee
1 copy to Association
1 copy to Grievant

Grievance No. _____