

CONTRACT

BETWEEN

THE SCHOOL BOARD OF FLAGLER COUNTY

AND

**FLAGLER EDUCATIONAL SUPPORT
PROFESSIONAL ASSOCIATION
(FESPA)**

**July 1, 2022 – June 30, 2025
Board Adopted – August 20, 2024**

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ARTICLE 1

RECOGNITION

1.01 The School Board of Flagler County, Florida (hereinafter "Board") hereby recognizes the Flagler Educational Support Professional Association/FESPA, (hereinafter "Union") as the exclusive bargaining representative for all permanent, non-instructional employees included in the Unit in the PERC certification order in Organization Registration number OR #86-329. The term "employee" as used hereinafter shall refer to all employees represented by the Union in the bargaining unit. Employees excluded from the bargaining unit are: School Board members, administrators, confidential employees as defined in FS447.203 all personnel with supervisory and evaluation duties employees with a supervisory conflict of interest, and those represented by another bargaining agent. All other employees are part of the support staff bargaining unit and will be considered eligible for membership in the Flagler Educational Support Professional Association (FESPA).

1.02 Definitions

- A. An employee shall refer to all those persons included in the bargaining unit described in Section 1.01, and any additions thereto, except substitute employees, temporary employees and employees hired under the provisions of one (1) year grants.
- B. A substitute employee is a person who replaces an employee on a day-to-day basis, as needed.
- C. A temporary employee is a person employed for an approved position to which he/she is temporarily assigned for a period not to exceed four (4) calendar months or to replace an employee on leave of absence for a period not to exceed six (6) calendar months.
- D. A school year begins on the first day of school for students and ends on the last day of school for students.
- E. A calendar day is any day of the week including weekends and holidays
- F. A work day is any day that an employee is scheduled to work. If the employee works past midnight, their workday is the period of time from the start of their shift to the end of their shift.

- G. An established bus route is any route that is scheduled on a regular basis throughout a year. Established bus route hours, times, and stops may be changed as necessary.
 - H. A field trip is a special school activity scheduled to meet a specific need, i.e. sports, clubs, etc. They are temporary in nature.
 - I. An after school bus route is a route that is regularly scheduled that occurs after normal school hours. These routes shall be handled in the same manner as an established bus route.
 - J. A domestic partner is defined as a legal or interpersonal relationship between two individuals who live together and share a common domestic life.
 - K. An Administrator shall mean immediate supervisor, director, principal of the school or supervisor of a work site.
 - L. Leave Day – one day of leave shall mean the equivalent in required workday hours.
 - M. “*PROMOTION*” as used in this Article means the advancement of an employee to do a job with a higher hourly pay rate or an increase of two (2) hours of additional work per day within the bargaining unit. No employee shall be forced to accept such a promotion due to individual hardship (i.e., family situations, child supervision or long held second jobs).
 - N. Length of service for the purpose of this Agreement shall be the length of continuous service within the school system including layoffs (up to fifteen {15} months) and approved leaves of absence.
 - O. An involuntary transfer refers to the act of moving an employee from their current position or location to another, without their voluntary consent. An involuntary transfer does not include moving an employee from one school site or location to another for those employees who may be assigned by their department to work sites throughout the district.
 - P. A reassignment is a movement of department level employee from one location to another location without any change in job, benefits, or pay.
- 1.03 Any temporary employee who becomes a regular employee who was hired to replace a regular employee on approved leave shall not have inherent re-employment rights.

1.04 All rights, privileges and benefits granted to the Union in this Agreement shall be exclusively for the Union, as long as it is the certified bargaining agent.

ARTICLE 2

DUES CHECKOFF

- 2.01 Deductions and employee authorizations shall remain in full force as specified in Florida Statutes, Section 447.303 as long as the Union is the bargaining agent.
- 2.02 There shall be no charge to the Union for dues deductions.
- 2.03 The Board Payroll Department shall transmit to the Union Treasurer, by the 10th of each month, the previous month's total amount deducted and a list of the employees from whom dues have been deducted.
- 2.04 Any employee who is a member of the Union who has applied for membership, may sign and deliver to the Board an Assignment authorizing deduction of membership dues in the Union and its affiliates as specified on the Membership Application Form in Appendix B.
- A. Such Authorization shall continue in effect from year to year thereafter unless revoked in writing upon thirty (30) days written notice, as per FL Statutes, Chapter 447, to the Union and the Board's Payroll Department.
 - B. Pursuant to such authorization, the Board shall deduct such sum as authorized in equal installments beginning with the salary check following authorization through June 30.
 - C. No employee will be permitted to change the number of deductions or the amount per check deducted during the current school year (unless a request to stop deductions is made). The amount of this deduction will be transmitted to the Union monthly.
 - D. The Union agrees that the Board is expressly prohibited from any involvement in the collection of fines, penalties, or special assessments, and further provides that the Union shall indemnify and save harmless the Board from all claims, demand, or suits and costs incurred in connection with any such claim, demand, or suit, resulting from any reasonable action or omitted by the Board for the purpose of complying with the provisions of this section.

ARTICLE 3

RESPONSIBILITY

- 3.01 The Superintendent or designee shall advise, in writing, the Union of proposed changes or creation of job classifications affecting members of the bargaining unit and hereby agrees that prior to implementation of any such change or prior to any changes in regulations and policies affecting members of the bargaining unit, the Union shall be afforded the opportunity to submit its views seven (7) days in advance with respect to such changes prior to Board action.
- 3.02 New employees shall be provided a copy of his/her job description upon request.
- If an employee's job description is updated by the Board, such employee shall be furnished a copy of the approved job description.
- 3.03 The Board Policy Manual will be available online and shall be updated within 10 working days of any changes.
- 3.04 Each employee shall have the right to inspect his/her personnel file(s) as per Florida State Statute 1012.31. The employee may be accompanied in such review by a representative of his/her choice and representative of the Board may also be present during such a review.
- 3.05 Any case of assault upon an employee shall be promptly reported to their Administrator. All employees have the right to file charges and to seek legal counsel.

ARTICLE 4

ANTIDISCRIMINATION

- 4.01 The Board agrees that it will not discriminate against any employee with respect to wages, hours or conditions of employment by reason of the employee's Union membership or lawful activities.
- 4.02 The Union agrees that it will not discriminate against the Board by reason of its lawful activities.
- 4.03 The parties agree that the Office of Professional Standards shall be available to employees who allege in writing that they have been discriminated against based on race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age (40 or older), marital status, disability, political affiliation or genetic information (including family medical history). The Office of Professional Standards shall investigate such allegations in accordance with the School Board policy. Within fifteen (15) days of notification of the outcome of the investigation, an employee shall have the right to file a grievance per Article 12 of the Collective Bargaining Agreement. For this section only (4.03), the grievance process will end at the Superintendent or designee level. The employee shall have the right to representation during the grievance process.
- 4.04 The parties agree that when an employee files a complaint of Bullying and Harassment under School Board Policy 511.2, the complaint shall be investigated in accordance with School Board policy. Within 15 days of notification of the outcome of the investigation, an employee shall have the right to file a grievance as outlined in the Collective Bargaining Agreement and School Board policy 649. The employee shall have the right to representation during the grievance process.

ARTICLE 5

COMMUNICATION

- 5.01 The Board agrees to furnish an accessible bulletin board at each work location for the posting of Union notices and/or materials. An effort shall be made to utilize a location convenient for all employees during their normal work hours.
- 5.02 The Union and its representatives shall have the right to use school facilities and equipment for association business and meetings as provided in School Board policy 320
- 5.03 Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have under Florida School Laws or other applicable laws and regulations. The rights, granted employees hereunder, shall be deemed to be in addition to those rights provided elsewhere.
- 5.04 The Union shall have the right to place materials in mailboxes for communications with employees, provided that materials placed in mailboxes shall not be derogatory against the school system, the Board or the administration. A copy will be provided to the work site administrator.
- 5.05 Duly authorized representatives of the Union and its affiliates, who are not employees of the Board, shall be permitted to transact official Union business on school property during working hours.
- 5.06 The Board agrees to provide to the Union access to all public information and documents, and to provide copies of requested materials at currently established rates. There shall be no copying charge for documents requested during bargaining or the process of grievances.
- 5.07 The Union representative shall be given the opportunity following staff meetings, to present brief Union reports and announcements, if a request has been received by the Administrator prior to conducting a staff meeting. The Union rep shall be able to flex their time to attend the meeting
- 5.08 Employees required by the Board to attend meetings and conferences in conjunction with the administration of this Agreement shall attend such meetings without loss of pay or leave benefits.
- 5.09 The Association President or the President's designee(s) shall be given up to twenty-five (25) days with pay to engage in Association duties which cannot be performed other than during work hours or attend conventions, conferences or state and/or national events of the professional organization and/or to represent the Association at public meetings pertaining to education. If the Association

President or his/her designee is requested to participate in District-related events and/or meetings with the Superintendent or his/her designee(s), the District shall provide "Temporary Duty Elsewhere" leave for the Association President, which shall not be deducted from the aforementioned Union leave days.

5.10 The Board shall continue to provide existing payroll deduction slots and shall allocate one field within payroll for other Associations programs, in addition to dues deduction.

5.11 The district shall provide the association an electronic list of all employees in the bargaining unit monthly upon request. The list shall include the following (if such information is available):

First, Last Name
Employee ID Number
Home Address and Telephone Number
Cell Phone Number
Personal & Work Email
Bargaining Unit
Position
Assignment
Site Location
Date of Birth
Date of Hire

ARTICLE 6

VACANCIES AND PROMOTIONS

- 6.01 All vacancies within the bargaining unit for employment will be posted on the Flagler County School website: www.flaglerschools.com by the Board. The notices shall include the job classification, rate of pay, work location and the nature of job requirements. Such posting shall be for a period of three (3) days minimum internal and five (5) days minimum external exclusive of Saturday, Sunday and observed legal holidays. Vacancies occur when transfers of employees within a building or site leave a position unfilled, or because of promotion, resignation, retirement, termination, new staffing or new operation startup.
- 6.02 During the period of posting, employees who meet the minimum qualification for the position and wish to apply for an open position, including employees, who were affected by Article 9 (Reduction in Force), may do so by completing the application process. Employees who have applied for an open position and who meet the minimum qualifications shall be interviewed prior to a recommendation to permanently fill the position.
- 6.03 The Board shall permanently fill such job vacancies from among those qualified persons who have applied for the position. If qualifications, quality of interview and performance (by evaluation) are equal, length of service shall be the determining factor in filling the vacancy.
- 6.04 An "Employee" for purposes of this article shall mean a person who has successfully completed the one (1) calendar year probationary period.
- 6.05 New hires may be placed as high as Step 5, minus a step for each year that a step is not given, on the pay scale for direct related experience gained with other employers. The intention of the "direct experience" idea is that such experience will have been gained in jobs with the same or very similar job titles. Such determinations will be made by the Chief Human Resource Officer, with his/her decisions being final on these matters.

6.06 From time to time, vacancies occur within work groups at specific work sites for “lead” positions. When such a vacancy occurs, only those individuals who have specific and current experience in that particular job classification would be considered for that specific “lead” position. In such cases, it would be the responsibility of the hiring administrator to advertise in such a way so as to permit those employees with the required experience to be afforded the opportunity to apply for the vacancy.

***Note: To be able to be named a “Lead,” there needs to be a minimum of three (3) employees (in addition to the Lead) within the immediate work group. The decision to name or not name a “Lead” remains an administrative prerogative.*

ARTICLE 7

TRANSFER PROCEDURES

- 7.01 Employees shall have the right to apply for a transfer to a different work location, to apply for a change in job classification and for any vacancy at the employee's current work location.
- 7.02 Employees requesting a transfer shall be considered at the time of each job posting, if the employee has filed a transfer request during the posting period. All transfer requests must be completed online.
- 7.03 In the selection of employees requesting transfer, qualifications, quality of interview, performance (by evaluation) and length of service shall be the determining factors.
- 7.04 Promotion: Employees who are voluntarily transferred to a higher paying job classification shall receive no less than their current rate of pay. A higher paying job classification is defined as a pay line in the salary schedule which has a higher starting salary. Initial placement in the new job classification shall be determined as follows: employees moving to a higher pay grade will receive at least a minimum 5% raise; the actual amount of the pay raise may be somewhat higher depending on what additional amount is necessary to fit the employee on the existing appropriate pay line. The effective date of this provision is to be the date that this contract is approved by the Union and accepted by the School Board, and not retroactive to any previous time period.
- 7.05 Voluntary Transfer: Employees who voluntarily transfer to a lower paying job classification will receive all the experience credit (steps) which has been earned in the Flagler County School District when being placed on the salary schedule for the new job classification.
- 7.06 Involuntary Transfer:
- A. Involuntary transfer by the Board shall be defined as a change in work location, daily work hours, shift or job classification which exceeds twenty (20) consecutive workdays. Both sides acknowledge and agree that the establishment of daily starting and ending times to fit the needs of the organization is clearly the sole responsibility of administration. The Board agrees to listen and give consideration to individual situations (i.e. family situations, child supervision and long held second jobs) prior to making changes. The final decision in such situations continues to remain a Board responsibility through its administrative designees.
 - B. When making involuntary transfers at any work location, the Board agrees that all such transfers will be made on the basis of qualifications, quality of

interview, performance (by evaluation) and length of service. The Board agrees to act in a fair and impartial manner in determining qualifications for involuntary transfers. When length of service is the determining factor, the most junior employee will be transferred first.

- C. Employees who are involuntarily transferred by the Board and whose transfer is not related to substandard job performance as supported by performance evaluation shall continue to receive their same rate of pay. He/she shall suffer no loss of pay, and also will continue to receive all bargained raises.
- D. Employees who are involuntarily transferred to a lower paying position due to substandard job performance, as supported by written performance evaluation, shall be placed on the appropriate step for the new position. Such employees will be given credit for those years of experience gained in the former position.

7.07

Reassignments: For purposes of this article, a reassignment is an action as defined in Article 1.02 (P). Reassignment differs from involuntary transfer and applies to employees in departments that include: Food Services, Custodial Services, Plant Services, Community Services, Technology and Information Services and Student Services.

ARTICLE 8

CONTINUITY OF OPERATION

- 8.01 The Union agrees that neither it, nor the unit members, shall authorize, sanction, condone, engage in or acquiesce in any strike as prohibited in Florida Statute, Section 447.505. Strike shall also be defined to include any other connected or concerted activity having the effect of interrupting work or interference of any kind whatsoever with operation of any of the facilities of the Board for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, or the rights, privileges, or obligations of employment.

ARTICLE 9

REDUCTION IN FORCE

- 9.01 No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee and the Union shall have been notified of said layoff at least twenty (20) work days prior to the effective date of the layoff.
- 9.02
- A. In the event the Board determines it is necessary to lay off or reduce the total number of employees, the total number of days worked by employees or the total number of hours worked by employees, district wide, the Board will first lay off or reduce through (1) attrition (2) then substitute employees (3) then temporary employees. Once the above procedure has been followed, employee volunteers shall be laid off or reduced and then employees with the least number of years of service to the district shall be laid off or reduced.
 - B. In the event the Board determines it is necessary to eliminate an entire classification, employees with the highest number of years of service to the district shall be offered transfers to posted vacancies in other classifications provided the employee is qualified to work in the new classification.
 - C. When employees are to be recalled, the first to be recalled shall be those last laid off or reduced within the preceding fifteen (15) month period in the reverse order that they were laid off or reduced. Recalled employees will be notified by phone, (personal contact, not voice mail), e-mail with a “read receipt” and certified mail. The employee is responsible for keeping their contact information updated. The employee shall respond within forty eight (48) hours after the receipt of notification to return to work by phone, (personal contact, not voice mail), e-mail with a “read receipt” and certified mail. The employee will have ten (10) days after receipt of notification to return to work except in extenuating circumstances. Failure to do so will result in the employee being dropped from the recall list.
 - D. In no case shall a new employee be employed by the Board in any job classification affected by a layoff or reduction until the layoff and recall procedures have been executed. Classification shall be defined as positions listed in Salary Matrix.
 - E. When employee years of service are equal, the date of hire shall be the determining factor. When date of hire is equal, the date of application shall be the determining factor. When date of application is equal, employees names will be drawn by lottery to determine placement on the seniority list.

- 9.03 Employees impacted by a Reduction in Force shall, upon application, be added to the substitute list for non-instructional employees.
- 9.04 Employees impacted by a Reduction in Force may continue their insurance benefits according to the COBRA regulations by paying the regular monthly per subscriber group rate premium for such benefit.
- 9.05 For the purposes of this Article and Articles VI and VII, a length of service list shall be provided to the Union, upon request.

ARTICLE 10

EMPLOYEE DISCIPLINE

10.01 Progressive discipline shall be used in the event an employee is disciplined and that there are instances when the severity of misconduct may require skipping steps within the progression. The goal is to address employee misconduct in a fair and just manner using the lowest level of consequence to resolve issues.

Administrators are charged both with maintaining order and the accomplishment of assigned tasks at specified levels of competence. Those responsibilities sometimes necessitate the use of disciplinary consequences.

10.02 In any matters that could reasonably lead to disciplinary action, the employee shall be permitted a representative of his/her choice, if desired. This article shall not limit in any way the exercise of the Board's rights as provided in this Agreement.

10.03 Administrators shall not reprimand employees in the presence of other employees (excluding administration), students and/or parents. Disciplinary actions taken by Administrators are to be guided by the principles of fairness, appropriate response, and consideration of not only all related facts, but also the employee's personal sense of dignity. The general guideline is to praise in public and discipline or criticize in private.

10.04 Except for probationary employees, the board shall use a system of progressive disciplinary action for repeated similar or related offenses. The course or conduct or severity of the offense may justify skipping some or all progressive steps. Each disciplinary situation will be assessed on an individual basis, considering all pertinent factors.

10.05 Should an Administrator need to counsel an employee regarding a concern, other than a job performance concern, progressive discipline may be administered in the following steps:

A. First Offense – Verbal warning committed to writing as a record of conference, summarizing email and/or verbal warning reduced to writing. This documentation shall not be placed in a Human Resources Personnel file and shall be invalid after a calendar year from the date of the occurrence if no other disciplinary matters have occurred.

B. Second Offense – Letter of Caution: means a *written* caution. This documentation shall be placed in the Human Resources Personnel File.

- C. Third Offense – Written Reprimand: which shall include the detailed nature of the offense and specific suggestions for improvement. This document notifies the employee in writing of continuing concerns which may result in further disciplinary action if not corrected within a specified time. The written reprimand will be placed in the employee’s personnel file.
- D. Suspension without pay.
- E. Demotion and/or alternative job assignment.
- F. Termination

In each step of the progressive discipline plan, the Administrator shall provide evidence of the employee’s misconduct

10.06 An employee shall be given advance written notice prior to attending any meeting which may result in disciplinary consequences being administered, except in cases deemed to be an emergency. Such notice shall be specific and outline the reasons for the potential disciplinary action. Advanced written notice means that the employee will be informed, in writing, (in the form of a Notice to Appear) of any meeting twenty-four (24) hours, one (1) working day in advance of the actual date of the meeting. The Board guarantees the right to representation for the employee when the employee expresses their desire for representation, with the option of rescheduling the meeting if the employee’s union representative is not available. The notice shall specify the allegations against the employee.

10.07 Pursuant to Chapter 447.401, Florida Statutes, FESPA shall not be required to represent employees who are not members in any grievance or disciplinary meeting.

10.08 If an allegation is made against an employee, it is the responsibility of the site based or District level administrator to first thoroughly investigate the allegation. No disciplinary action against an employee shall be taken on the basis of a complaint by a parent or student or other individual or any notice thereof shall be included in the employee’s personnel file, unless the complaint is reduced to writing and is first provided to the employee.

Unsubstantiated allegations shall be dismissed. Anonymous allegations will not be formally investigated based solely on the anonymous allegation.

10.09 The employee may respond in writing to the complaint and have said response attached to any notice thereof, which is to be included in his/her personnel file pursuant to Chapter 1012.31 of Florida Statutes.

10.10 The Professional Standards Procedure Guide for FCSB shall be made available electronically on the school district website for access by all employees at the beginning of each school year.

ARTICLE 11

EMPLOYEE EVALUATIONS AND TERMINATION

- 11.01 An employee who has an initial one (1) calendar year of continuous service (including approved paid leaves of absence) shall not thereafter be reprimanded, disciplined or discharged except for just cause. Termination within the probationary period shall be non-grievable.
- 11.02 The parties agree that the Board has the responsibility and right to evaluate its employees. Board approved forms will be used for evaluation of support personnel, which will include strengths and weaknesses with appropriate recommendations of identified needs for improvement of job performance.
- 11.03 Within four (4) weeks of the beginning of each school term, the Administrator shall acquaint each employee directly under supervision with the evaluation procedures, standards and instruments used for the assessment. The purpose of the orientation is to achieve mutual understanding of the evaluation system. No evaluation shall take place until such orientation has been completed.
- 11.04
- A. Each employee shall receive no less than an annual evaluation by his/her Administrator by April 1st. Those employees who receive less than satisfactory ratings at that time may request a forty-five (45) day period in which to demonstrate improvement in the noted areas of deficiency. At the start of the forty-five (45) day improvement period, the evaluator will meet with the employee to clarify the desired standard and provide any additional suggestions, training and/or assistance as may be appropriate in a written assistance plan. Such suggestions, training and/or assistance shall be noted in writing and an initialed copy retained by both the Administrator and employee. The assistance plan shall follow the N.E.A.T. process.
- 1 = Notice of deficiencies shall be clearly stated in writing.
 - 2 = Explanation of deficiencies and suggestions for corrections.
 - 3 = Assistance rendered to correct deficiencies.
 - 4 = Timelines shall be established for alleged deficiencies to be corrected.
 - 5 = The employee and representative will have input into the improvement plan.

After the 45-day improvement period, a final evaluation shall then be written and submitted by the administrator no later than May 15th. The final evaluation will be determined by the administrator/evaluator.

- B. In the event an employee receives an unsatisfactory evaluation on April 1st and a subsequent unsatisfactory success plan, he/she may request a second evaluation with a different administrator, as part of their new success plan.
- 11.05 Probationary employees and transferred employees shall be evaluated in writing during their first one (1) calendar year of employment in the new position.
- 11.06
- A. Following any written evaluation of any employee, the employee will immediately receive a copy of the evaluation, signed by the Administrator.
 - B. The employee shall sign this evaluation with the understanding that the signature of the employee does not necessarily indicate concurrence with the evaluation but indicates the employee has been given a copy of the written evaluation.
- 11.07 The employee shall have the right to respond in writing within fifteen (15) working days and have the response attached to the evaluation form for inclusion in the employee's personnel file.
- 11.08 For evaluation purposes, all observations of an employee shall be conducted with the full knowledge of the employee and solely for the purpose of evaluation toward the improvement of performance as a means of assuring the most competent employees.
- 11.09 Members of the bargaining unit shall not evaluate another member of the bargaining unit.
- 11.10 The Board agrees that evaluations are personal and shall be handled in as confidential manner as allowed in Section 1012.31 of the Florida Statutes.

ARTICLE 12

GRIEVANCE PROCEDURE

A. Definitions

1. Grievant – The term “grievant” as used in this article shall mean employee or groups of employees or the Association or its representative on behalf of an employee or group of employees.
2. Workdays – The term “days” as used herein shall mean workdays as set forth in the school calendar.
3. Grievance – Any claim by an employee or group of employees that there has been a violation, misinterpretation, or misapplication of any school board policy, may be grieved pursuant to School Board policy 649. Any claim by an employee or group of employees that there has been a violation, misinterpretation, or misapplication of the labor contract or agreement to which aggrieved employee is a party, may be processed as a grievance as hereinafter provided.
4. Administrator – shall mean immediate supervisor, director, principal of the school or supervisor of a work site.
5. Bargaining Unit – shall mean all employees of the Board who are members of the Association or eligible to be members of the Association.
6. Party – shall mean the Board and the Association, except that in the case where there is no Association backing, it shall mean the Board and the grievant.
7. Association – as defined in Article I.

B. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to violations of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as appropriate.

C. A grievant shall not be represented by a representative of any other external organization (i.e., other associations/labor Unions). Nothing in this Article will be construed as preventing any employee from presenting his/her own grievance, provided the Union has been given the first right of refusal to process the grievance if the employee is a member of the Union. The Union shall be given the opportunity to be present at any meeting calling for the resolution of a grievance. If the Union is not a party to the grievance, a

representative of the Union may choose to attend any meeting, hearing or arbitration at level III or higher to ensure the integrity of the collective bargaining agreement. Nothing in this Agreement shall be construed to prevent any employee from presenting at any time his/her grievances in person or by legal counsel as outlined in Section 447.006 (3), Florida Statutes, 1975.D.

- D. All documents, communications and records dealing with the processing of a grievance will be considered confidential to the extent permitted by law and will be filed separately from the personnel files except in cases of employee misconduct at a level of step two or beyond of the aggrieved employee.

Whenever an employee or the Association feels that there is a grievance, every effort should be made to meet on an informal basis with the immediate supervisor, at a mutually satisfactory solution to the grievance. The grievant shall have the right to request the presence of the Association representative at all levels of this procedure. The Association shall have a right to have a representative present at all stages beyond the informal stage.

- E. Written grievances as required here shall adhere to the following:
 1. Shall be signed by the grievant or grievants.
 2. Shall be specific and related to the alleged violation.
 3. Shall contain a synopsis of the facts giving rise to the alleged violation.
 4. Shall cite the section or subsections alleged to have been violated.
 5. Shall contain the date of the alleged violation.
 6. Shall specify the relief requested.
 7. Grievances shall be processed as rapidly as is possible to obtain full facts on which to base sound judgment with the number of days indicated at each step to be considered as maximum.
 8. Time limit may be extended by mutual consent.
 9. The administrator or his/her designee shall provide the Association with copies of all available documents relevant to the grievance within forty-eight (48) hours prior to the grievance meeting.

- F. Grievance Procedure

1. Informal

Whenever an employee or the Association alleges a contractual violation, the Association may choose to confer with the administrator or his/her designee on an informal basis to reach a mutually satisfactory solution to the grievance within fifteen (15) workdays following the date of alleged violation. Responses from the administrator or his/her designee to the informal grievance must be presented to the grievant within fifteen (15) workdays following the informal meeting.

If a solution cannot be reached at the informal level, the Association shall resort to the more formal procedure stated herein, in an effort to resolve the grievance. The purpose of this procedure is to secure, at the lowest administrative level possible, an equitable resolution to violations of this agreement.

2. Level I

The employee shall submit in writing to the administrator a copy of the grievance presented on the form set forth in Appendix A. Such grievances must be presented within a reasonable time, but in no event longer than ten (10) workdays following the informal hearing. The administrator shall have ten (10) workdays upon receipt of the Level I grievance to meet with the employee and his/her representative in an effort to resolve the grievance. The administrator shall indicate his/her disposition of the grievance in writing within ten (10) workdays after said meeting and shall furnish copies thereof to the employee and to the Association.

3. Level II

The Superintendent's designee, within ten (10) workdays after receipt of appeal, shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the grievance. At the conference(s), the employee, his/her representative and the representative of the Association, if different from the employee representative, must be present.

Absence of the Association representative will not prevent the conference(s) from being held if the Association has been given forty-eight (48) hours prior notice. Notice of the conference shall be given also to the administrator who rendered the decision at Level One. The administrator may be present at the conference(s) to state his/her views. The Superintendent shall communicate his/her decision in writing, together with the supporting reasons, to the aggrieved employee and the Association within ten (10) workdays after the meeting. The administrator who rendered the decision at Level One shall also receive a copy of the decision at the same time.

4. Level III

The Superintendent, within ten (10) workdays after receipt of appeal, shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the grievance. At the conference(s), the employee, his/her representative and the representative of the Association, if different from the employee representative, must be present.

Absence of the Association representative will not prevent the conference(s) from being held if the Association has been given forty-eight (48) hours prior

notice. Notice of the conference shall be given also to the administrator who rendered the decision at Level Two. The administrator may be present at the conference(s) to state his/her views. The Superintendent designee shall communicate his/her decision in writing, together with the supporting reasons, to the aggrieved employee and the Association with ten (10) workdays after the meeting. The administrator who rendered the decision at Level Two shall also receive a copy of the decision at the same time.

5. Level IV

If the employee or the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made by the Superintendent within the period above provided, the grievance shall be submitted to the School Board for resolution. If the Association is not satisfied with the Board resolution, the Union may submit the grievance to arbitration if a request is made for arbitration within ten (10) working days.

A request for an arbitrator will be made to the American Arbitration Association within ten (10) workdays. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceedings. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement nor shall he have the power to rule on any issue for which there is another remedial procedure provided by law or statute, rule, or regulation having force of law.

The arbitrator should consider all existing state and local laws which are relied upon by either party in the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or rely on any evidence not previously disclosed. Both parties agree that the award of the arbitrator shall be final and binding.

G. General Provisions

1. Any grievance which arose prior to the effective date of this Agreement shall not be processed through these procedures but shall be processed using procedures existing in the collective bargaining agreement at the time the grievance paperwork was filed.
2. A grievance may be withdrawn at any level, but that same grievance may not be filed a second time.
3. The filing of a grievance shall in no way interfere with the right of the Board to proceed to carry out its management responsibilities, subject to the final decision of the grievance.

4. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.
5. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the Administration shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of any necessary party prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the party can be present.
6. Any employee involved in any manner in any grievance procedure shall not be subjected to prejudicial treatment because of such participation.
7. Grievance and Arbitration proceedings are to be conducted outside student contact hours unless the Superintendent or his/her designee decides to the contrary. Such decision shall be communicated to the grievant and the Association in writing. When grievance meetings and arbitration proceedings are held during school hours, all employees whose presence is required shall be excused, with pay, from their normal duties.
8. Timelines may be extended by mutual written agreement of the parties.
9. The right to proceed to the arbitration step of the procedure shall be limited to the Union.

ARTICLE 13

LEAVE WITH PAY

A leave of absence is an employee benefit that may be approved by designated supervisors in accordance with the collective bargaining agreement, and board policies, which may entitle them to an additional financial benefit upon retirement. Board policies for an employee to be absent from duty for a specified period with the right to return to employment on the expiration of leave.

Leave may be granted with or without pay as provided by Florida and Federal laws, regulations of the State Board, and Board policies.

For any absence that is without pay, the deduction for each day of absence shall be determined by dividing the annual salary by the number of days/hours for the annual employment period.

General Provisions

- A. Application for Leave. An application for leave shall be in writing and on the form prescribed by the Board and shall be directed to the Board. The principal or supervisor, or other person under the direct supervision of the Superintendent, will review leave for approval.
- B. Approval of Leave. In accordance with Board policy, either the Board or Superintendent's designee will approve or deny requests for leave. When such determination is made, the employee will be notified of such approval or denial. No leave, except military leave, will be granted beyond the school year in which approved by the Board unless specifically approved and extended by the Board.
- C. Returning to Duty. Any member of the bargaining unit returning to duty from leave within thirty (30) working days shall be returned to the same position. Employees on leave more than thirty (30) working days are not guaranteed the same position or location by the Board. Members of the bargaining unit who fail to return on the date agreed to in the leave request may be subject to termination unless an extension has been requested and granted or a medical emergency prevents notification.

13.01 Sick Leave:

- A. In accordance with Chapter 1012.61, Florida Statutes, employees are to be credited with four (4) days of sick leave at the end of the first month of employment of each contract year and thereafter are to be credited at the

end of each month with one day of sick leave for each month of employment.

- B. Employees are entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. Sick leave days may not be used until earned and credited. Twelve month employees shall be entitled to twelve (12) sick leave days; Eleven-month employees shall be entitled to eleven (11) sick leave days; all other employees shall be entitled to ten (10) sick leave days per current contract.
- C. Employees who are approved for additional summer work shall be granted the use of two sick leave days which were accrued during the regular school year if that employee is unable to perform his/her duties in the school or at the job site because of personal illness or because of illness of father, mother, brother, sister, husband, wife, child, other relative, or member of the employee's household.
- D. Employees using five or more days of sick leave at one time shall provide written documentation from a licensed physician.
- E. Sick leave taken the day before or after a holiday, or any day when malfeasance is suspected, may require the employee to have a doctor's note upon his/her return to work. Failure to do so could result in the leave day being unpaid and result in disciplinary action.

If it is determined by the employee's supervisor there is a pattern of excessive absences, appropriate medical documentation may be requested. Continued abuse of sick leave may result in further disciplinary action, up to and including termination of employment based on progressive discipline.

- F. Use of Sick Leave. Accrued sick leave shall be taken only when the employee's service is interrupted by temporary disability which renders him/her incapable of performing his/her duties, or because of illness. The term "temporary disability" as used herein shall include personal illness or injury and, in addition any temporary disability of the employee arising out of pregnancy, childbirth, miscarriage, abortion, or recovery there from which renders the employee physically incapable of performing assigned duties.

An employee who has used all accrued sick leave but who is otherwise entitled to sick leave may be granted sick leave without pay if all requirements in this Agreement and Board policy are met. The claim for such sick leave shall clearly state that the leave is without compensation. An application for sick leave due to extended illness shall have attached to

it a statement from a practicing physician certifying that such leave is essential and indicating the probable duration of the illness and the needed leave.

Claim for sick leave shall be filed with the Superintendent or his/her designee, within five (5) working days upon return of the employee to duty. The claim shall be in writing and shall set forth the days absent and that such absence was allowable under the provisions of Florida Statutes. The claim shall be duly signed by the employee certifying that the facts are true and correct and that the claim is valid and legal.

The Superintendent (or designee) may request verification of illness or disability from any employee utilizing said sick leave and the employee shall provide at his/her own expense such verification upon request.

Request for Verification of Sick Leave.

1. Sick leave usage exceeds five (5) (consecutive) workdays.
2. The employee has exhausted all leave earned during the current school year.
3. If fraud or malfeasance is suspected.

Any employee found to have fraudulently used sick leave is subject to disciplinary action up to and including termination.

- G. Notice of Need to Take Sick Leave in Emergency Situations. In the event of an emergency, an employee seeking to use sick leave must promptly report the need to take sick leave to their supervising administrator as promptly in advance as possible.
- H. Transfer of Sick Leave. When an employee of the Board interrupts service and subsequently returns to duty in the district without having transferred his/her sick leave credit to another Florida school district, such accrued sick leave credit shall become valid on the first day of contractual service.

An employee may transfer sick leave earned in a similar capacity with another Florida school district to Flagler County as set forth in Florida law. However, no transferred leave shall be credited to an employee's account at a rate, or in an amount exceeding that earned while an employee of the Board. The employee is responsible for the request for transfer of sick leave.

13.02 Personal Leave:

Amount and Use. The Board shall grant up to six (6) days leave for personal reasons. The number of such approved leave days may be limited to 10% of the department's staff at school/worksites on any given date. Written application without stating reasons for such leave shall be made to the supervisor or his/her designee at least two (2) workdays prior to the desired onset of such leave.

Any non-instructional staff may be approved for personal leave of absence without pay when he/she must be absent from his/her duties because of personal reasons. This leave shall be applied for and approved in advance. Such personal leave can be denied when it interferes with student safety, or the educational needs of students served.

In case of emergency leave shall be granted after the fact with the submission of written application upon return to work, provided the designated administrator is notified. Noncompliance with this provision will result in the employee having the day deducted from his/her next paycheck. Personal leave when granted shall be deducted from the accrued sick leave and is not cumulative. For the purposes of this contract, sick leave is defined as stated in Florida Statute 1012.61.

13.03 Military Leave:

Military leave shall be granted to employees who are required to serve in the armed forces of the United States or the State of Florida in fulfillment of obligations incurred under selective service laws or because of membership in reserves of the armed forces, or the National Guard.

- A. The first thirty (30) days of such leave will be with full pay.
- B. The first thirty (30) days of military leave for reservists and members of the National Guard called to active military service will be with full pay and, thereafter, in an amount necessary to bring their total salary, inclusive of their base military pay, to the level earned at the time they were called to active military service.
- C. Reservists and members of the National Guard called to active military service have the option to continue or cancel any coverage in any benefit plan the employee was enrolled in at the time of reporting for active military service. The School Board will continue to pay the employer share of the premiums for the coverage. The employee will continue to be responsible for any amount that the employee had been paying.
- D. Reservists and members of the National Guard on military leave shall receive full retirement credit for the period of such leave upon their return to employment.

- E. During the period of time reservists and members of the National Guard are serving in active military service, they will continue to earn full annual and sick leave in accordance with the rules applicable to their position.

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 re-employment is filed within ninety (90) days following the date of discharge or release from active military duty.

Following the receipt of the application for re-employment, the school Board shall have up to three (3) months to reassign the employee to duty in the school system.

13.04 Jury/Witness Duty:

If an employee is called for jury duty or subpoenaed to court as a witness, except for any action in which he/she is a party, a leave application shall be submitted for approval. Any money received for such service as a juror or witness, with the exception of the money received for travel, meals, or lodging, shall be subject to Florida Statutes and State Board Rules shall be returned to District. An employee shall receive his/her regular salary for his/her normal work day when required to be absent for the above reasons.

13.05 Bereavement Leave:

In the event of a death of a member of the immediate family (parent/step-parent, foster parent, father-in-law, mother-in-law, spouse, domestic partner, child/step/foster, grandparent, grandchild, sibling, brother-in-law, sister-in-law, son-in-law, and daughter-in-law), an employee on permanent status shall be granted, upon request, up to five (5) consecutive days of paid leave.

In the event of a death of a close family member (aunt, uncle, niece, nephew), an employee on permanent status shall be granted, upon request, paid leave of up to three (3) consecutive days. Bereavement leave is of special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account.

Employees who hold a summer position are eligible for Bereavement Leave. Application shall be made, in advance, whenever possible. The employee will not be paid bereavement leave for days not scheduled to work. In order to honor a request for bereavement leave, documentation of the death (i.e., newspaper obituary, funeral program, or death certificate) shall be required.

13.06 Injury or Illness-In-Line-Of-Duty-Leave:

An employee shall be entitled to injury or illness-in-line-of-duty leave of ten (10) days each fiscal year because of illness from any contagious or infectious disease contracted in his/her work or personal injury in the discharge of his/her duties. The Chief of Human Resource Officer (consulting other resources as necessary) will act as the Superintendent's designee to review specific appeals by employees who can document the work-related cause of their illness. Such leave shall be non-cumulative. No deduction shall be made from sick leave for these absences until an employee has exhausted his injury or illness-in-line-of-duty leave.

ARTICLE 14

LEAVE WITHOUT PAY

- 14.01 Leave without pay may be granted to employees. Application for such leave shall be submitted in writing on a form supplied by the Board, with the reasons therefore, to the Administrator. Such reasons may include experience which shall provide professional benefit to the school system, or official Union business.
- 14.02 FMLA Family and Medical Leave Act
- A. The parties recognize that the district is bound to comply with the provision of the federal Family and Medical Leave Act (FMLA), which may be amended from time to time. The district shall provide a copy of all current FMLA policies in electronic format for distribution and posting to its membership for reference purposes.
 - B. This leave provision is not intended to limit or reduce leaves provided under other terms of this contract.
 - C. If five (5) or more consecutive sick leave days are necessary, or the employee is out sick on unpaid leave, the employee's leave may be classified under the Family and Medical Leave Act (FMLA) if determined eligible by the Human Resources Department.
 - D. If an employee has leave time when FMLA is awarded, the employee must use the leave concurrently with FMLA leave.
 - E. Extended Illness. Extended illness exceeding accrued sick leave (including members of the immediate family as defined in Sections 1012.61-68, Florida Statutes) may be granted without pay.
- 14.03 An employee who exhausts all accumulated sick leave, but who continues to be sick or disabled and unable to return to employment, may be granted a leave of absence without pay for up to six (6) calendar months within a fiscal year in accordance with School Board Policy. A new leave application would be required by the employee for paid/unpaid time within a subsequent fiscal year. The Board will continue its practice of granting full insurance benefits to such employees for the duration of the leave, provided that the disability resulting in said leave is specifically job-related in accordance with Workers' Compensation rules. If the disability is non-job related, the employee will have to contribute at his or her expense, to participate in all or part of the then current insurance programs at the group rates in effect at that time, for the duration of the approved leave of absence.

- 14.04 Any employee granted an unpaid leave of absence may continue dependent insurance benefits by paying all of the required premiums as prescribed by the Board.
- 14.05 In accordance with School Board Policy 627, each extended leave-without-pay request will be considered on its own merit by the School Board. Return from leave is contingent on there being a vacant position in the system which the employee is qualified to fill and contain an inherent re-employment right to a position with the same number of hours and pay within the district. Request for extended leave to take another position for salary shall be denied unless there are extenuating circumstances that are acceptable to the Board. Failure to disclose, at the time of submission of the initial leave application, the possibility of the employee taking a salaried position while on leave could result in disciplinary action up to and including termination.

ARTICLE 15

VACATIONS

- 15.01 Twelve (12) month employees shall be entitled to vacation time during which they shall be paid their regular straight time hourly rate times the number of hours in their normal workday.
- 15.02 Such employees shall be entitled to vacation time according to the following schedule:
- A. Continuous service of not more than five (5) years – one day for each full month of employment not to exceed twelve (12) days.
 - B. Continuous service of at least five (5) full years and up to ten (10) years – one and one-quarter (1 1/4) days for each full month of employment not to exceed fifteen (15) days.
 - C. Continuous service of at least ten (10) full years – one and one-half (1 1/2) days for each full month of employment not to exceed eighteen (18) days.
 - D. Continuous service of at least twenty (20) full years – two (2) days for each full month of employment not to exceed twenty-four days.
 - E. For purposes of determining years of continuous service, the anniversary date of employment shall be used.
 - F. Earned vacation may be accrued from year to year up to a maximum of sixty (60) days, but employees are encouraged to use vacation on an annual basis.
 - G. As of July 1st, of each year, all accrued vacation leave in excess of sixty (60) days shall be deducted from the employee's accrued vacation leave balance. Continuous service for purpose of this Article shall not be deemed to be interrupted by the granting of leave with or without pay or layoff of not more than fifteen (15) months. Continuous service shall be deemed terminated by discharge, resignation, or layoff in excess of fifteen (15) successive months.
- 15.03
- A. Continuous vacation periods shall be allowed, provided the needs in the school district permit such continuous vacation periods. Requests for vacation leave shall be made in writing at least three (3) days in advance. Per FCSB Policy 627, in the event an employee has exhausted all of their sick/vacation leave, said employee shall be allowed to go on unpaid leave.

- B. Requests for vacation leave will be honored whenever possible; however, administrators retain the authority to deny such leave if they determine that required levels of safety and service could not be maintained if such leave were granted. In such cases of denial, the Superintendent, or his/her designee, will be so informed at the time of the unit administrator's decision.
- C. Vacation leave will not be granted either during the following:
 - a. First and last five (5) days during which the 196-day teachers work.
 - b. First and last five (5) days of an employee's work calendar schedule.
- D. Exceptions may be made in emergency situations by making application in writing and, if at all possible, at least three days, ahead of time – to the Superintendent and his/her designee for approval. If unapproved vacation time is taken, it will be considered an absence-without-leave and will be unpaid.

15.04 Employees may use vacation time in one-half day increments.

ARTICLE 16

HOLIDAYS

- 16.01 All twelve (12) month salaried employees shall receive their normal scheduled pay rate for the following holidays:
- Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day & Day following Thanksgiving Day
 - Three (3) days during Winter Break
 - New Year's Day
 - Martin Luther King Day
 - President's Day
 - Memorial Day
- 16.02 All other employees shall receive their normal scheduled pay rate for six (6) days designated by the Board.
- 16.03 If a holiday listed above shall fall on a Saturday or Sunday, the holiday shall be observed on the preceding Friday if it falls on Saturday and shall be observed on the following Monday if it falls on Sunday.
- 16.04 If a holiday falls on a scheduled pay date, employees shall be paid on the last scheduled work day preceding the holiday.

ARTICLE 17

TERMINAL PAY

- 17.01 TERMINAL PAY BENEFITS - Any full time employee shall be entitled to terminal pay for unused accumulated sick leave at the time of normal retirement, or to his/her beneficiary if service is terminated by death.
- A. Terminal pay shall be computed at the daily rate of pay of the staff member at the time of retirement or death. Accrued and valid sick leave days credited to the person in the Flagler County School District will be paid off as follows:
1. During the first three (3) years of service in Flagler County: thirty-five percent (35%) of accumulated days
 2. During the next three (3) years of service in Flagler County: forty percent (40%) of accumulated days
 3. During the next three (3) years of service in Flagler County: forty-five percent (45%) of accumulated days
 4. During the next three (3) years of service in Flagler County: fifty percent (50%) of accumulated days
 5. During and after the thirteenth (13th) year of service in Flagler County: one hundred percent (100%) of accumulated days
- B. "Normal Retirement," as used herein, shall be interpreted in the manner defined by Chapter 121 – Florida Retirement System, Florida Statutes.
- C. Any person entitled to terminal pay benefits shall have been under contract or elected to render services for the period immediately preceding retirement or death.
- D. For terminations other than for retirement and death benefits, the Board may provide terminal pay to eligible employees for accumulated sick leave not to exceed an amount determined as follows:
1. Beginning the fourth (4th) year of service and continuing through the sixth (6th) year of service, the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave.

2. During the next three (3) years of service, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated sick leave.
 3. During and after the tenth (10th) year of service, the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave.
- E. Terminal pay for accrued vacation leave will be provided in a lump sum payment to an employee of the School Board upon termination of employment or upon retirement, or to the employee's beneficiary if service is terminated by death.
1. The maximum number of vacation days allowable for terminal pay is sixty (60) days.
 2. The rate of terminal vacation leave pay shall be based upon the daily rate of the annual salary.
- 17.02 The Board shall allow retiring employees the option of continuing to participate in all or part of the then current insurance programs at the group rates in effect at that time.
- 17.03 All accrued vacation pay and wages shall be paid at the time of termination or at the latest, the next bi-monthly pay period following termination for whatever cause, including lay off.

ARTICLE 18

LIFE INSURANCE

- 18.01 The Board shall, at its cost, provide each employee with decreasing group term life insurance coverage at a minimum amount of twenty thousand dollars (\$20,000.00). New employees shall receive this benefit thirty (30) calendar days after employment or as soon thereafter as the carrier shall permit.
- 18.02 Additional life insurance shall be provided at the employee's option and cost to the maximum permitted by the insured carrier.

ARTICLE 19

EMPLOYEE INSURANCE

19.01 A. Medical

The Board shall contribute five hundred ninety dollars and twenty two cents (\$590.22), per month per employee toward the cost of medical insurance protection for a twelve-month period or choice of a cost factor not to exceed the Board's contribution rate to its major carrier applied to a health maintenance organization. The Board will increase its current health insurance contribution up to a maximum of five percent (5%), provided such an increase is reflected in the rate adjustment made by its current carrier. Should the health insurance cost increase by more than 5%, the Association and Board agree to reconvene talks.

B. Optical

The Board will contribute five dollars and sixty cents (\$5.60) per month per employee toward current optical insurance protection for a twelve-month (12) period.

C. Long-Term Disability

A long-term disability insurance policy shall be part of the insurance benefit package. The Board will pay for the entire cost of this benefit.

D. Dental

The Board will contribute twenty dollars and twenty-eight cents (\$20.28) for each employee.

19.02

A. An insurance committee of fifteen (15) people – five (5) appointed by the FCEA President, five (5) appointed by the FESPA President and five (5) from the administration staff shall make the decision on any changes in the total insurance coverage subject to approval of the Board.

B. The above committee shall meet and review bids for insurance coverage. Further, the committee shall look into the feasibility of coordinating the anniversary date of the policy with expiration date of the contract.

C. Insurance will be deducted in 22 pay periods not to be taken from holiday or shortened weeks whenever possible.

- 19.03 In the event that an employee has exhausted sick leave accrual, the above-mentioned fringe benefits may be continued at the employee's expense if the carrier allows.
- 19.04 An "Eligible Employee" for all insurance benefits shall be defined as an employee who has been employed for thirty (30) calendar days and who works twenty (20) hours or more per week.
- 19.05 When an employee does not work a majority of the work days during an employment month due to personal illness or injury and has exhausted all sick leave, the Board agrees to continue its payments for insurance benefits for the employee for 30 calendar days.

ARTICLE 20

SAFETY AND HEALTH PROVISIONS

- 20.01 Any employee who is required to undergo a medical and/or psychological examination as a condition of employment or continued employment shall, at the Board's expense, promptly submit himself/herself for an examination by a licensed physician of the Board's choice.
- 20.02 Safety complaints or hazardous conditions shall be promptly reported by the employee to his/her Administrator and promptly thereafter to the Union representative. The written reports will specify the unsafe conditions being reported. The Administrator will take these reports under advisement and then take whatever corrective action that may be necessary.
- 20.03 No employee shall be discharged or disciplined for failure to work in an unsafe or hazardous situation where there is imminent danger to the employee's health.
- 20.04 In the event of a physical altercation or incident that creates an unsafe environment for other students and/or faculty, administrators or other CPI-trained (or other similar, appropriate trainings) staff shall immediately provide assistance to the employee to remove the student and/or re-establish a safe classroom environment. An employee who knows or has reason to believe that a student has committed or has made a credible threat to commit a crime of violence on school property or towards school personnel shall report such knowledge or suspicion to all affected parties and the appropriate authorities. The site administrator shall fully support good faith reporting in accordance with this language.
- 20.05 If there is an evident need for a two-way radio, the employee will make a request to the administrator. The administrator will review the safety/behavioral plan in place for the classroom and/or student prior to approval.
- 20.06 The District will not direct its employees to perform acts which require specialized knowledge, training, or skills which would be required of medical or health care professionals. Employees who are required to administer or dispense medications or provide services to individuals with disabilities shall be provided training and are afforded protection from personal liability subject to the provisions of Florida Statute.
- 20.07 First aid kits shall be furnished as determined by the Board.

ARTICLE 21

ASSOCIATION REPRESENTATIVE RIGHTS

21.01

- A. The parties to the Agreement hereby verify that every employee of the Board shall have the Right to organize, join and support, or refrain from joining and supporting, the Association for the purpose of engaging in negotiations and other lawful activities. The parties agree that they will not encourage or discourage, deprive or coerce any employee in the enjoyment of any rights conferred by this Agreement; that they will not discriminate against any employee with respect to wages, hours or terms and conditions of employment by reason of membership or non-membership in the Association, participation in any lawful activities of the Association or collective negotiations with the Board, or institution of any grievance under this Agreement.
- B. The parties to the Agreement verify that all provisions of this Agreement shall be applied without regard to membership or non-membership in the Association.
- C. No employee shall be prevented from wearing pins or buttons which identify membership in the Association or its affiliates.
- D. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property during the times defined below:
 - (1) Duty free lunch period.
 - (2) Time before and after student day.
 - (3) In the event of a representation of a member

21.02 Union Representatives shall be allowed to:

- A. Post Union notices of activities and matters of Association concern on appropriate and specifically assigned bulletin boards, at least one of which shall be provided in each site.
- B. Send and receive email concerning Association business during duty-free time or in case of an emergency.
- C. The Association shall have the right to mark Association member mailboxes and place materials in employee mailboxes, for communication to employee. Prior to distribution, a copy will be provided to the administrator for information purposes only.
- D. Solicit Union membership during an employee's non-working time.

- E. Consult with representatives of the Board concerning enforcement of any provisions of this Agreement.
 - F. Consult with Union representatives who are employees of the Board shall be during the employees' non-working hours, unless prior approval is granted by the Superintendent.
 - G. Use school facilities and equipment as provided in the School Board Policy 320.
- 21.03 Pursuant to the provision of Chapter 119 Florida Statute, the Board agrees to furnish to the Association public records when requested by name, and if such document/report exists. The Association will be charged at the standard state rate when the Association requests physical copies.
- 21.04 The Association Building Representative shall be given an opportunity prior to the close of any faculty/staff meetings to present brief reports and announcements. At the request of the building representative, the Administrator or his/her designee, shall allow announcements to be made to staff via the intercom to communicate information about Union meetings, elections, and other Association business so long as those announcements do not interfere with student instruction time.
- 21.05 Meetings and conferences with Union officers and the Administration which may be required in administration of this Agreement shall normally be held outside of regular working hours. In the event that the Superintendent or Board should schedule a meeting during work hours, employees required by the Board to attend such meetings will attend without loss of pay or leave benefits.

ARTICLE 22

MANAGEMENT'S RIGHTS

- 22.01 Nothing contained herein shall be considered to deny or restrict the Board or the Superintendent of their rights, responsibilities and authority under the Florida School Laws, State Board of Education Regulations, School Board Policies, or any other laws or regulations. Except as specifically stated in this Agreement, all rights, powers and authority the Board had prior to this Agreement are retained by the Board whether or not such rights have been exercised by the Board in the past.
- 22.02 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of the Agreement.

ARTICLE 23

INDIVIDUAL AGREEMENT

- 23.01 The Board agrees not to enter into any agreement with any member of this unit which conflicts with any provision of this Agreement.
- 23.02 The Board shall not assign non-unit employees to perform the work of unit employees except in case of emergency.

ARTICLE 24

BREAKS AND LUNCHES

- 24.01 All employees who work at least six (6) hours per day shall receive one paid fifteen (15) minute break during the first half of the workday and one paid fifteen (15) minute break during the second half of the workday.
- 24.02 All employees who work less than six (6) hours per day shall receive one paid fifteen (15) minute break during the workday.
- 24.03 All employees who work four (4) hours or more per day shall receive an unpaid, duty free lunch period of not less than thirty (30) minutes during the workday. Food Service employees shall receive a free lunch.
- 24.04 Schedules for breaks and lunches of employees will be established by the work location administrator. Suggestions for such schedules may be made by the affected employees, but the work location administrator shall have the final authority to schedule such breaks and lunches to effectively maintain the operation of the center. Those employees currently scheduled for 30-minute or 60-minute lunch breaks shall maintain that lunch break during the life of this contract.

ARTICLE 25

CLOTHING AND TOOLS

25.01 Clothing

The School Board will provide clothing for employees who are required to wear uniforms. Payment for such clothing, whether by rental, lease or direct purchase, will be the responsibility of the School Board and such monies will be paid directly to the vendor(s). Employees who are provided uniforms accept the fact that wearing of that uniform is a condition of continued employment.

25.02 Uniforms

- A. Reports on each employee who is given uniforms shall be maintained by each unit administrator reflecting the number and type of uniforms provided; employees will be required to sign they have received the uniform.
- B. All employees who are provided uniforms will be required to return those uniforms to his/her administrator whenever his/her employment with the School District is ended.
- C. The expectation is that all employees will turn in uniforms on the last day of employment. Administrators will mark uniform reports as "Cleared" when all uniforms have been turned in. Any failure to turn in all uniforms within 20 workdays after employment has ended – and thus receive a "Cleared" uniform report – will result in the amount required to pay for the uniforms being deducted from the employee's final paycheck.

25.03 Tools

- A. The Board shall provide a locked building for employees to store their personal tools. In the event an employee's personal tools are missing, he/she will report the loss immediately to the administrator.
- B. The Board shall provide six hundred dollars (\$600.00) per mechanic and one shop foreman each year for new tool purchases and replacement of broken or stolen tools.

25.04 Dress Code

All employees will dress appropriately according to their job classification.

ARTICLE 26

OVERTIME

- 26.01 Time and one-half the employee's regular rate of pay shall be paid for paid-time performed in excess of forty (40) hours in one standard week (Monday through Sunday).
- 26.02 Overtime work shall be rotated among appropriate employees. Appropriate employees shall be defined as those employees possessing the skills necessary to perform the overtime work as determined by the Administrator.
- 26.03 Employees shall receive a minimum of two (2) hours pay for being called in to work after his/her normal working hours.
- 26.04 If an employee is assigned to work on a designated state or national holiday, he/she shall be paid at two (2) times his/her regular rate of pay.
- 26.05 For employees who work less than twelve (12) months and who apply for summer employment, such employment will be determined in the following manner:
- A. A master list of employees in each category shall be arranged with the most senior employee in that category first and then other employees in descending order based on years of experience in that category. The list will be posted.
 - B. Jobs will be assigned starting at the top of the list and descending until all jobs have been filled or names on the list exhausted.
 - C. Bus drivers absent from work during summer employment for a period of 3 days or more (unless written documentation, per 13.01(D) or 13.05) will be removed from their designated route and will not be considered for summer routes or field trips for the remainder of the summer. Regular bus drivers will be given first consideration for fill the route vacancy.
 - D. If all qualified employees on the list have been offered summer positions and vacancies remain, the employer is free to fill the vacancies from any other source available.
- 26.06 When special qualifications are necessary for a particular position, the Board agrees to consider qualifications of existing personnel prior to employment of a person to fill the vacancy. The Board agrees to do this in a fair and equitable manner.

ARTICLE 27

EMPLOYEE RIGHTS

- 27.01 All reports and forms required by the Board to be completed by the employee shall be completed on paid time.
- 27.02 Each employee shall have the right to inspect his/her personnel file(s). The employee may be accompanied in such review by a representative of his/her choice and representative of the Board may be present during such review. The employee shall not permanently remove any item from his/her file, but shall be allowed copies of such at cost.
- 27.03
- A. When any complaint, reprimand, or other such material is added, deleted or changed in an employee's file(s), a copy of the same shall be made available to the employee, who shall acknowledge receipt of the same. If any employee is required to sign any such material within his/her file, such signature shall designate receipt only and not agreement.
 - B. All employees shall have the right to respond without censorship; on all such material and said response shall be included in their official records.

ARTICLE 28

IN-SERVICE TRAINING

- 28.01 All employees required by the Board to participate in any training and/or health and safety programs shall be compensated at their regular rate of pay for the length of the program(s). Cost of training will be paid by the Board.
- 28.02 All employees who are required to attend in-service training after their contractual day, shall earn their hourly rate of pay. In-service opportunities shall be shared twenty (20) working days prior to.
- 28.03 Employees may attend one (1) Adult and Community Education class at the Board expense each contract year. Enrollment in such courses will be on a space available basis. The Director of Adult Education will provide a list of courses which are excluded through the Superintendent. The list will be posted at each worksite. Courses taken do not have to be directly job related.

ARTICLE 29

EQUAL PAY PROVISION

- 29.01 Any employee required to work temporarily in a higher job classification for more than five (5) consecutive working days shall receive the higher rate of pay for the entire temporary assignment. All employees shall be paid for all hours worked.

ARTICLE 30

BUS DRIVERS / TRANSPORTATION AIDES

30.01 A. Bus drivers shall be in four (4) classifications:

Regular Substitute

Temporary Part-time

B. Transportation aides shall be in three (3) classifications:

Regular Substitute

Part-time

30.02 Regular drivers shall fall into two (2) categories:

A. Full-time assigned who are assigned an established bus route and;

B. Full-time unassigned who are not assigned an established bus route.

****Regular bus drivers shall be assigned to established routes as their primary assignment.****

30.03 Substitute bus drivers are bus drivers who replace an employee on a day-to-day basis, as needed.

Temporary bus drivers are bus drivers employed for a period not to exceed four (4) calendar months or to replace an employee on leave of absence for a period not to exceed six (6) calendar months.

Part-time bus drivers are bus drivers who work less than twenty (20) hours per week.

30.04 Substitute, temporary and part-time bus drivers may be called to assist in driving routes on an as-needed basis. They may be assigned to drive field trips only when regular bus drivers are not available.

30.05 Field Trips

A. All bus drivers and transportation aides desiring to be approved to drive on field trips must submit their request annually on forms provided by the Transportation Department. Names taken from these forms shall then be placed on a seniority list according to length of service as a regular bus driver for use in making assignments for field trips. This will be a

continuing rotating list. Once filled out, no changes will be allowed until the following school year. When a bus driver or transportation aide refuses or accepts a trip, the Director of Transportation or his/her designee in charge of the trip board will put the name on the trip list. After three (3) bus drivers or transportation aides have refused the trip, the Director of Transportation or his/her designee may assign a bus driver for the trip. It is the responsibility of management to maintain the seniority list (refer to 30.07 D).

- B. Field trips will be assigned according to seniority. If an unassigned bus driver is unavailable to cover existing routes, (the bus driver's priority is the assigned route) the field trip may be canceled. When a bus driver refuses an assignment, his/her name will be removed from the top of the list and placed on the bottom of the list. The Three (3) Field trip boards will be posted each week beginning with Monday and ending with Sunday. The earliest trip will be listed as the first trip beginning each Monday. Trip I.D. should be posted lowest to highest order for each trip date. Bus drivers and transportation aides may elect to participate in any or all three (3) field trip boards. Transportation limits school bus operators to one (1) AM, one (1) PM and one (1) weekend board.
- C. The trip board shall be posted, rotated, and taken down by 5:45 p.m. Trips will start at 4:45 p.m. on school days only. All bus drivers and transportation aides should be at the trip location no later than the trip start time. New trip board shall be posted every Friday. Rotation shall be as follows:

1st Rotation is Friday
2nd Rotation is Monday
3rd Rotation is Tuesday

- 1. When a trip comes in after "commitment lock-in", after all three (3) trip boards are down on Wednesday. The trip will be added to one of the three (3) new trip boards that best fits its criteria, on Friday.
- 2. If a field trip request comes in after "commitment lock-in" and the trip board is posted the trip will be posted as a "late trip" and fall into rotation. Bus drivers and transportation aides will be notified of the "late trip" added via the selected electronic communication system (refer to 30.07 D).

On Wednesday, the trip board will be taken down. If a Holiday is on Friday or Monday, the trip board rotation will be adjusted forward by one day. The trip board will always have three (3) – 24 hours rotations.

During Spring Break, Thanksgiving and Christmas Break, field trips will be posted two (2) weeks in advance when possible. If not possible to post two (2) weeks in advance, the trip board will continue to be rotated as normal. During all rotations, employees will receive an email via job email, employees can accept or refuse trips via email or sign the trip board themselves. The Director of Transportation or his/her designee will maintain the trip board.

- D. Both sides acknowledge that, on occasion, situations will occur in which advance bus driver notification will not be possible. In those cases, required decisions will be made by the available administrator (Director of Transportation/Fleet Services or his/her designee). It is clearly understood by both parties that situations of this nature are anticipated to be the exception rather than the rule.
- E. Bus drivers or transportation aides may switch trips by completing the Trade Trips Agreement Form in accordance with standard operating procedure. Trips may only be traded within the same trip rotation. (name must be on the board at the same time example on 1st, 2nd, 3rd rotation)
- F. During the regular school year, a single trip board shall be maintained. P.I. bus drivers shall be eligible for field trips.
- G. Adult Education trips shall be posted on the appropriate trip board. Rotation through the trip board shall be consistent with the regular procedure in paragraphs A. and B. of this 30.05. Adult Education routes shall be considered regular summer routes with the exception of those routes driven by personnel hired by Adult Education to drive routes on a twelve (12) month basis.
- H. Trip Board Penalties with the exception of an emergency or illness
 - 1. 30 day removal from the Trip Board.
 - a. Bus driver or transportation aide arrives at the trip location past the start time two (2) times.
 - b. 1-4 points are received from the ARC committee (Article 31)
 - 2. 90 removal from the Trip Board
 - a. 5-8 points are received from the ARC committee (Article 31)
 - 3. One (1) school year suspension from the Trip Board
 - a. Bus driver or transportation aide arrives at the trip location past the start time three (3) times or more.
 - b. 9-11 points received from the ARC committee (Article 31)

30.06 After School Activity Routes

- A. Bus drivers or transportation aides desiring to be approved to drive after-school activity routes must submit their request annually on forms provided by the Transportation Department. Names taken from these forms shall then be placed on a seniority list according to length of service as a regular bus driver for use in making assignments for after-school activity routes. After-school activity routes will be assigned according to seniority, however, availability and feasibility of the bus driver to meet the requested start time will be the deciding factor in assigning the said routes. A bus driver and transportation aide's regularly assigned route always takes priority.
- B. Bus drivers and transportation aides with the exception of an emergency or illness who cancel less than 24 hours of a trip, two times, within a school year shall be removed from the trip roster for two months. Bus drivers cannot accept field trips on the days they have After School Activity Routes unless they are able to do both. The Director of Transportation or his/her designee has the ability to override based on current needs and position of the department.

30.07

- A. Bus drivers shall be paid their regular hourly rate for driving the local after school activity bus routes.
- B. Flagler County School Board bus drivers will be given the right of first refusal regarding field trips. If there is bus driver willingness/interest and if Flagler County school buses are available at the dates and times requested, then Flagler County School bus transportation will be used.
- C. The Transportation Department will be required to make a "commitment lock-in" twenty (20) school days ahead of the scheduled event. At the twenty (20) school day point, if there is any doubt as to whether or not transportation can provide either the bus drivers or the vehicles to accommodate the trip, the trip requesters will be free to pursue alternate transportation arrangements with other carriers.
- D. The Transportation Department will notify-initially by telephone with follow up in writing -to the party making the request either of a commitment or the freedom to pursue other arrangements at the twenty (20) school days prior to point. Every effort will be made to make requests for field trips at least two (2) weeks in advance of the twenty (20) day lock-in date so that appropriate actions can be taken in the bus driver notification process (posting). All Field Trips that cannot be posted per the collective

bargaining agreement, shall be shared electronically to all eligible transportation employees.

- E. Both sides further acknowledge that circumstances may arise in which it might be preferable to use private carriers; those situations will be declared only after review by the Superintendent or his/her designee. A bus driver designated by the FESPA President will be afforded the opportunity to consult in the review by the Superintendent. It is clearly understood by both sides that the final authority for making these types of decisions will continue to rest solely with the Superintendent or his/her designee. It is the intention of the School Board that if schools and students raise their own funds to pay for a trip (no tax dollars involved), they will be permitted to engage a private carrier without review.

30.08

- A. Bus drivers and transportation aides, when driving and assisting for extracurricular trips, shall be paid for all duty hours for each day at his/her hourly rate of pay. All hours for all extracurricular trips must be verified and signed by the trip sponsor. Any extracurricular trips that require a wheelchair a transportation aide must be assigned to the extracurricular trip. If an extracurricular trip will interfere with a bus driver and transportation aide's regularly assigned route, the regularly assigned route will take priority.
- B. Bus drivers and transportation aides shall be provided either a ticket or have their admission to the event arranged for in advance equal to the teachers'/chaperones' admission. Under no circumstances will the bus driver or transportation aide be given a cash amount equivalent to the cost of an admission ticket. The decision regarding which of the two identified and acceptable options to use will be made by the trip sponsor/administrator/coordinator.
- C. **Notification of Trip Cancellation:** The administrator (Director of Transportation/Fleet Services or his/her designee) shall notify the bus driver and transportation aide of a trip cancellation two (2) hours in advance of a trip cancellation; the bus driver and transportation aide shall be compensated for three (3) hours at the hourly trip rate.

Indication of Cancellation: If there is a trip cancellation, the current trip of the affected bus driver or transportation aide shall be labeled as "cancellation," and they will move to the next in rotation with a label "cancellation" next to their name. The bus driver and transportation aide will keep their spot in the current rotation. This means the bus driver and transportation aide may be on the same trip board two (2) times.

Trip Acceptance: If the trip falls on the same day, the bus driver and transportation aide will have the choice to accept the trip, refuse the trip, or trade the trip with the understanding that there may be circumstances where they must choose one trip over the other due to route and time conflicts.

- D. The bus driver will be provided a single room for an overnight stay unless the sharing of a double room with the adult sponsor or chaperone is available. Meal reimbursement will be provided in accordance with F.S.112.061(5)(b).

30.09

- A. At the beginning of each school year (3 weeks after school opens) all bus drivers and transportation aides will receive a written notice of their daily regular route hours. Bus drivers and transportation aides will also receive a copy of the payroll worksheet on which extra-curricular trip pay and overtime pay are calculated for each payroll period. Regular routes will be given 45 minutes for a pre-trip inspection, post-trip inspection, bus referrals, and bus sweep-out/cleanups, buckling seat belts and refueling of assigned bus. Failure to comply with pre/post trip requirements shall result in disciplinary action.
- B. Bus drivers shall be paid according to the following minimum schedule:
 - Single Run: 4.5 hours per day
 - Double Run: 6 hours per day
- C. Transportation aides shall be paid according to the daily regular route hours with the exception of the 45-minute pre/post trip time.

30.10

- A. When regular bus routes become open because of resignation, transfer or dismissal, those routes will be posted and awarded twice a year at the beginning of the fall semester and again at the beginning of the spring semester. Bus drivers and transportation aides will only be allowed one route change per year within fifteen (15) days of the Board's acceptance of the resignation or action on a dismissal or transfer.

Both sides acknowledge that the School Board retains the sole authority to decide when it is no longer necessary to fill a previously open position. In the event that a decision is made not to fill a position, such decision will be conveyed via written notice within the specified thirty-day period, in the same location and in the same manner as a job opening/posting would be.

- B. If a bus driver or transportation aid is on leave of absence for three (3) months or more, his/her route may be declared open and up for bidding excluding any potential statutory requirements of FMLA.

30.11

- A. In establishing the seniority list among bus drivers and transportation aides – solely for route and job bidding purposes within the department – only the total amount of time served as a bus driver or transportation aide will be used. In the case of individuals who have worked in both positions – bus driver and transportation aide – seniority is based only on the time actually spent in the specific job classification. Stated differently – time spent as a bus driver and time spent as a transportation aide may not be combined into one total. Total time need not be only consecutive, uninterrupted service within the transportation department. Time spent in either classification at any time may be reserved for future use within the transportation department.
- B. If employment with the district is terminated, whether by resignation or termination by the Board, previous seniority will not be applicable for the purpose of route and job bidding.
- C. If an Employee voluntarily or is involuntarily transferred from the department; all seniority ceases to exist after twelve months.
- D. All regular bus drivers and transportation aides shall be afforded the opportunity to bid for their respective routes including Summer routes annually based on seniority as outlined in Article 30.11 A. The day of bidding there will be an office staff and a union representative at the bidding table. Bus drivers shall have the opportunity to bid first. The transportation aides shall be able to bid after the bus drivers have completed their bidding process. A list of all routes will be posted at least 5 working days prior to the time of choosing their routes. Employees will be notified of their bidding day and time. Employees will be given 3 minutes to bid. If the employee goes over their time, or not present at bidding time, they shall be placed at the end bidding time list. Time spent at bidding shall not be compensated. The posting list shall contain the following information: hours worked, bus name, bus number, at what terminal shall the bus be parked, what schools are on the route, what are the areas served. For P.I. Routes, the amount of wheelchairs, harnesses, car seats and 5pt restraints needed, and any additional information management may wish to add to avoid any confusion.

- 30.12 Bus drivers shall have the ability to recommend to the school administration discipline of students under their supervision on the student referral form. The Administrator shall consider the bus driver's recommendation.

ARTICLE 31

SAFE DRIVER PROGRAM

31.01 Application

This Article shall only apply to any Transportation employee who is hired for the sole purpose of driving a school bus.

31.02 Training Program

Once approved for employment, all bus drivers shall be instructed in safe driving techniques during a training program as required by law.

31.03 Administration and Disciplinary Actions

- A. Drivers' infractions shall be investigated and may be assessed according to the point system in 31.05 of this Article.
- B. Points may be assigned by the Accident Review Committee (ARC), which shall consist of three transportation administrators or professional staff selected by the Director of Transportation and three uncompensated Union Representatives who shall be appointed, after the discussion with the Director of Transportation by the FESPA President. The Union Representatives shall be voting members of the committee. In the event of a tied vote the Director of Transportation will cast the deciding ballot.
- C. A written appeal may be made to the Director of Transportation if there is a disagreement regarding the Safety Committee's assessment of the points. The appeal request must be made within five (5) work days following the receipt of the written notification.
- D. Points may be assigned by the Director of Transportation/Fleet Services and/or the Transportation Administrator when a violation is personally witnessed.
- E. A form shall be placed in each employee's personnel file in order to keep a record of any points the driver may receive.
- F. When a driver is assigned points, he/she shall also receive written notification of the number of points, the infraction, the date of the infraction, and the date the points are assigned.
- G. An accumulation of points will result in disciplinary action as indicated below:

<u>Maximum Number of Points</u>	<u>Time Period</u>	<u>Action</u>
1 to 4 points within	1 year	Warning/ Corrective Action
5 to 8 points within	1 year Corrective Action	Letter of Reprimand/ Corrective Action
9 to 11 points within	1 year	3 day Suspension Without Pay / Corrective Action
12 or more points within	1 year	Termination
15 or more points within	2 years	Termination

- H. Points assessed under this plan will be deleted two (2) school years following the date of the infraction in which the points were assessed.
- I. If a driver is terminated due to excessive points, he/she may be considered for employment in a non-driving position.

31.04 Reporting Responsibility

A. School Board Owned Vehicles

1. It shall be the responsibility of all drivers to immediately report all traffic citations / incidents or accidents in which he/she was involved as an operator of a School Board owned motor vehicle.
2. A driver may not be assigned points until court action is completed, at which time the driver shall notify the Administrator or designee of the results at which time the ARC will decide the point assessment, if any.
3. A driver may be suspended from driving duties with or without pay, pending court action. If he/she is found guilty or does not contest the charges, he/she will be immediately assigned points and administrative action(s), if required, shall begin immediately. If the driver is found not guilty or if the charges are dropped, he/she shall receive back pay for time suspended without pay.

B. Private Vehicles

It shall be the responsibility of all drivers to report on the next scheduled employee work day the following to the Director of Transportation or his/her designee:

1. Any accident in which the operator of the vehicle receives a receipt of any traffic citation or violation.
2. The receipt of any traffic citation or violation.
3. Expiration, suspension or revocation of driver's license.

31.05 Point System (Based on the Florida DMV Point System and applies only when operating a school vehicle)

Violations	Points Assessed
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TYPE A – Violations (will result in termination of employment as a bus driver)
12

1. Driving while intoxicated or unlawful blood alcohol content
2. Knowingly operating without valid Florida driver's license or improper (revoked, suspended, etc.) license
3. Leaving scene of accident involving injuries
4. Fleeing or attempting to elude a law enforcement officer
5. Failing to stop at a Railroad Crossing (loaded or unloaded)
6. At-fault accidents involving serious injury or death

TYPE B – Violations (may result in points up to a maximum of 4 points) 4

1. Exceeding the posted speed limit by 15 mph or MORE

TYPE C – Violations (may result in points up to a maximum of 4 points) 4

1. Leaving scene of accident involving property damage
2. Exceeding the posted speed limit by less than 15 mph
3. Failing to observe all traffic control signals, signs or devices
4. Passing or attempting to pass a school bus that has stopped
5. Any and all moving violations that cause an accident
6. Driving Recklessly – *Operating a motor vehicle in a dangerous and negligent manner, including speeding, weaving in and out of traffic, and the like.*
 - Careless driving
 - Improper lane changing

- Failing to have vehicle under control
- Crossing private property to avoid traffic light or stop sign
- Driving on wrong side of road
- Failing to yield entering through highway
- Failing to yield right of way
- Following too close
- Improper passing

TYPE D – Violations (may result in points up to a maximum of 4 points) 4

1. Driver seat belt child restraint violation (Driver must verbally inform all students/passengers to utilize seat belts - per state law)
2. Causing property damage or damage to the bus of \$1000 or less 1 Point, \$1001 to 2000 2 Points, \$2001 to \$3000 3 Points. Damage for cost in excess of \$3001 4 Points.

31.06 Safe Driving Incentive

- A. Any employee to whom this Article applies shall receive \$150.00 each June if no points have been assessed against them under the Safe Driving Plan in the preceding school year. To be eligible for the Safe Driving Incentive, the driver shall be at the time currently employed as a regular bus driver one day more than half of the year of each school year.

ARTICLE 32

HOURS, DAYS, WAGE AND SALARY SCHEDULE

32.01 The Board agrees to implement the following hours, days and attached salary schedule for bargaining unit employees. The list of bargaining unit employees shall be updated to reflect all current job descriptions.

32.02 Additional Pay

A. Additional pay for employees who have earned their Associates Degree or higher from an accredited university or community college and whose job description does not require that degree shall be paid as follows:

Associate's Degree \$.50 per hour

Bachelor's Degree \$.70 per hour

B. Any employee designated as the "Lead" by their Department Director, and who works pursuant to a board approved job description shall be paid an additional (\$.50) per hour.

Note: To be able to be named a "Lead", there shall be a minimum of three (3) employees (in addition to the Lead) within the immediate work group. The decision to name or not name a "Lead" remains an administrative prerogative

C. Support employees whose duties require certification and/or training components (if not already required as a minimum job qualification) will, with advanced approval from the Superintendent's designee, receive additional compensation as follows:

- | | |
|--|-----------------|
| 1. State Certified Journeyman Electrician | \$.50 per hour |
| 2. State Certified Journeyman Plumber | \$.50 per hour |
| 3. State Certified Journeyman Air Conditioning | \$.50 per hour |
| 4. State Certified Pesticide License | \$.30 per hour |
| 5. Commercial Drivers License (CDL) License | \$.25 per hour |
| 6. Certified Registered Locksmith w/apprentice | \$.25 per hour |
| 7. State Certified Bus Driver Trainer | \$.50 per hour |
| 8. State Certified Bus CDL Tester | \$.50 per hour |
| 9. HAZMAT Endorsement (Fuel Truck Operator) | \$.25 per hour |
| 10. One (1) additional area of Automotive Service Excellence (ASE) certification | \$.50 per hour |
| 11. Two (2) or more additional areas of ASE certifications | \$1.00 per hour |

HVAC & EPA Certification of \$1.00 per hour will continue if granted prior to ratification and will not be eligible for any additional compensation based on certifications or endorsements.

**Plant Services employees who are assigned to work on the HVAC systems team will start out as or be moved into a FSIII position so they are compliant with state regulations and certifications in order to complete their job responsibilities.*

- D. Child care workers who have earned their Childhood Development Associate (CDA) certification or equivalent shall be paid an additional twenty-five cents (\$.25) per hour above their hourly rate.
- E. Any employee appointed Manager, Coordinator or Lead shall participate in the district's in-service training program on Team Leadership.
- F. Substitutes shall be placed on the first step in the salary matrix if they have worked ninety-nine (99) days or more in a job classification the year preceding their full time employment in the same job classification.
- G. Current full time employees as of June 30 of each year who transfer to a new job classification shall be moved one (1) step on the salary schedule at the time other employees are moved.
- H. Lead VPK Facilitators will be compensated an additional fifty cents (\$.50) per hour above their regular hourly pay for their additional duties.
- I. Supplements are payable with the next full pay period after assignment to an identified position above and certification verification has been received and continuing during the period of certification with specified assignment.
- J. Employees currently receiving any of the above supplement shall continue to do so until they have a break in service or are no longer holding one of the identified positions.
- K. ESE Paraprofessionals assigned to a student as "one to one" direct support, or serving a district ESE cluster program, will receive a \$500.00 per semester supplement. The supplement will be prorated based upon the start date in the eligible position and number of days in which the paraprofessional is assigned to work as a "one to one" or serve in a cluster program. Any paraprofessional required to work temporarily in a supplemental para professional classification for more than five consecutive working days shall receive the daily prorated pay for the entire temporary assignment. Payment of this supplement does not guarantee the right to continued assignment to any particular position including a position that receives the supplement.

L. Facilities Specialist III, IV, V who have achieved the certifications below yet whose job description does not require said certification, shall receive additional pay as follows:

- | | | |
|----|---|----------------|
| 1. | State Certified Master Electrician | \$.50 per hour |
| 2. | State Certified Master Plumber | \$.50 per hour |
| 3. | State Certified Master Air Conditioning | \$.50 per hour |

32.03

A. Employees will automatically advance one step on the Salary Schedule at the beginning of the fiscal year, for having worked a majority of their contracted days in the previous year, provided that the School District receives adequate funding from the state to support salaries and required programs.

B. The adequacy of the funding will be verified and confirmed by the Superintendent prior to making a recommendation to the Board of Education to initiate the automatic advance by approving his/her recommendation.

32.04 Employees, as defined in Article 1.02 shall receive a (\$7,315) seven thousand three hundred and fifteen-dollars supplement at the time of official retirement, provided they:

1. Have at least ten (10) consecutive years of experience with Flagler County Schools
2. Are at least fifty-five (55) years of age
3. Have thirty (30) years of service (including ten (10) consecutive years in Flagler County Schools) at any age.

The retirement supplement payment shall be in the first payroll after commencement of retirement and upon confirmation by Human Resources.

32.05 An employee can electronically view his/her accrued sick leave and vacation leave via Skyward. The Board affirms its intention to continue the process it has already begun, changing the pay stub to include as wage adjustments: pay periods, hours worked, and overtime. Deductions shall also be itemized on the stub, within the limits of software, required additional materials and financial feasibility.

32.06 Shift Differential

A. The following categories of staff are eligible for differential pay for third shift work:

1. All regular staff in hourly-paid positions.

2. Staff working on a part-time schedule.
 3. Staff working within the probationary period.
- B. All job postings requiring shift work must include the shift time advertised on the posting.
 - C. An employee regularly scheduled to work on a shift which requires differential pay will receive holiday pay, sick pay, vacation pay and other paid leave.
 - D. Any changes in shift differential will occur at the beginning of a pay period.
 - E. Shift differential will be paid to all hourly employees who are assigned on a permanent basis to third shift. Third shift is generally defined as the shift beginning at 11:00 p.m. and ending at 7:30 a.m.
 - F. Employees working third (3rd) shift will be paid a differential of \$.25 per hour for all hours worked during the shift.

ARTICLE 33

SICK LEAVE BANK

33.01 Sick Leave Bank Committee (SLBC)

A sick leave bank shall be established for participating employees. The Sick Leave Bank shall be administered by a committee composed of nine (9) persons, three of which are selected by FCEA, three selected by FESPA and three appointed by the Superintendent. In the event the Sick Leave Bank Committee denies a request for leave, the Superintendent shall be the final authority. The SLBC shall ensure adherence to all procedures, rules, laws and regulations in effect and with the terms of this contract as ratified or amended.

33.02 Membership

Any employee who has been employed a minimum of one (1) year in Flagler County and who has an accumulation of a minimum of eight (8) days of sick leave on record shall be eligible for membership in the bank. Such membership and participation shall always be voluntary. Each participating employee shall contribute one (1) day of earned sick leave by October 1. This day shall not be returned to the employee unless the bank fails to come into existence in accordance with the following rules. No further contributions to the bank shall be necessary except as provided below for the replenishment of the bank.

33.03 Procedures and Audit

The SLBC shall consult with and comply with procedures developed between the Human Resources Department and Finance Department regarding the identifying and recording of contributions.

These Departments will provide the Association with verification of Sick Leave Bank enrollment to the extent practicable by October 15. Such record keeping and procedures shall be audited by these Departments to ensure compliance with regulations. The SLBC will make available to all participants and the School Board an annual report of the usage and status of the Sick Leave Bank.

33.04 Sick Leave Bank Rules

1. The Sick Leave Bank shall have a minimum of two hundred (200) days on deposit before being activated. At no time shall the balance of days on deposit fall below zero (0).

2. When the balance of days on deposit falls below one hundred (100) days, all participating members shall contribute one (1) additional day in order to replenish the bank to the level established in (1). Exception: Sick Leave Bank members who have no accumulated sick leave shall be required to contribute the additional day as soon as a sick leave day is available under normal earning of sick leave.

Any employee not contributing under this provision shall be considered to have dropped his/her membership and shall not have his/her previously contributed days returned. The one (1) day contributed under this section shall not be returned to the employee unless the bank fails to be reactivated. Failure to reactivate with the two hundred (200) day minimum in (1) shall result in the bank being suspended. Reactivation from suspension could occur only under procedures in 36.03. Membership.

3. Use and Application

- a. Sick leave drawn from the bank by participating members must be used for said members' prolonged personal illness, accident, or injury. Such things as Elective Surgery or Cosmetic Surgery shall not be covered. An illness or injury shall be considered prolonged (1) where there is no reasonable expectation that the employee will be physically able to return to employment within three (3) months of the date of application to draw Sick Leave Bank days, or (2) where due to unexpected complications, the injury or illness causes the member to be physically disabled for three (3) or more months after the requirements of (3) (b) and (3) (c) below are met.
- b. No member shall be eligible to use the bank until he/she has exhausted all accumulated sick leave and annual leave on record.
- c. Any member wishing to use the bank must have been a member of the bank for at least thirty (30) working days before contraction of the illness unless waived in the case of extreme emergency by the SLBC. In addition, the member must have been absent for a minimum of ten (10) consecutive work days without pay.
- d. Any member applying for days from the Sick Leave Bank must have filed an application with the Board for Extended Sick Leave that has been received by the Personnel Office and approved pending board action. Written notification to the Sick Leave Bank Committee will be made within three (3) working days of the Personnel Office approval or disapproval.
- e. Any member applying for days from the Sick Leave Bank must file an application with the committee. This application must be

accompanied by a form filled out by the doctor which certifies the illness or disability and the length of anticipated physical disability. The member must certify in the application the date leave began, the date sick leave will be exhausted, the date on which the Sick Leave Bank is requested, and the necessity for the extended leave. The committee reserves the right to request a second medical opinion at the cost of the applicant. All medical and application records shall be held in confidence by the SLBC.

- f. No member shall be permitted to use the Sick Leave Bank if he/she is on injury or illness in the line of duty leave or drawing workers' compensation.
- g. No member shall be eligible to draw more than thirty (30) days from the bank during any school year.

4. Abuse

- a. If a member is found to have abused the use of the Sick Leave Bank, he/she shall repay the days drawn from the bank and be subject to such other disciplinary action as determined by the School Board.
- b. A member may be required by the Sick Leave Bank Committee to provide copies of medical reports filed with the Superintendent's office in accordance with the Leaves Article concerning the applicant's condition requiring sick leave bank days. Strict confidence will be maintained.
- c. The Sick Leave Bank Committee reserves the right of periodical medical review of the applicant's condition which may include a second opinion.

5. Withdrawal From Sick Leave Bank

- a. Employees wishing to withdraw membership in the Bank shall not have their contributed sick leave days returned.

33.05 Hold Harmless

The Association and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of granting this procedure for employees to use this Sick Leave Bank.

ARTICLE 34

EFFECT AND DURATION OF AGREEMENT

- 34.01 This Agreement shall, subject to compliance with the Administration Procedures Act, Chapter 120, Florida Statutes, and other applicable laws, supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement and shall be incorporated into and be considered part of the established policy of the Board. Any provisions herein inconsistent or in derogation of such laws or orders shall be null and void and of no force or effect.
- 34.02 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in 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.
- 34.03 The Board agrees to post a copy of this Agreement and future amendments on the district's web site within thirty-five (35) days of ratification by the parties.
- 34.04 This Agreement shall be effective as of July 1, 2022 and continue in full force and effect until June 30, 2025.

During the term of this contract, annual re-openers shall consist of compensation, insurance, and no more than three (3) articles of each parties' choice and shall be automatically extended from month to month, unless either party shall give notice to the other in writing of its desire to modify the terms thereof. Under the philosophy of making bargaining an on-going process and relationship, rather than a calendar related event, either side may bring any issue to the table at any time during the period of the contract with written notice to the other side of its desire to do so. Both parties agree to conduct discussions in such a manner so that the language for a successor Agreement can already be in place at the start of the school year. It is the intent of both parties to continue the solid professional relationship of mutual cooperation which has developed over the years.

ARTICLE 35

COMMITTEES

- 35.01 A calendar committee of eight (8) people – two (2) appointed by the FCEA President, two (2) appointed by the FESPA President, and four (4) appointed by the superintendent shall meet and collaboratively develop committee calendar proposal(s) to be submitted to the superintendent as a recommendation.

ARTICLE 36

NEGOTIATIONS PROCEDURES

36.01

1. Upon mutual agreement, both parties may review through the negotiating process, any terms and conditions of employment, whether or not they are in the contract. Should such a meeting result in a mutually acceptable amendment to this Agreement, then the amendment shall be subject to ratification by the Board and the Association, the same as this Agreement.
2. If either party desires to open negotiation for a successor Agreement, a written notice must be submitted to the other party prior to March 15 of the year in which the Agreement expires. If such notice is given, negotiations shall be initiated on a mutually agreed timeline.
3. In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of all represented employees in the county, but the parties mutually pledge that their representatives shall be clothed with all the necessary power and authority to make proposals, consider proposals and make concessions to reach tentative agreements. Throughout negotiations, all tentative agreements shall be signed by representatives designated by each party. There shall be three (3) signed copies of any final agreement; one (1) copy shall be retained by the Board and two (2) by the Association.
4. Any fees or expenses of a mutually agreed upon mediator or factfinders which are chargeable to the parties, will be shared equally by the Board and the Association.

ARTICLE 37

SOCIAL NETWORKING POLICY

- Social Media is defined as any form or online publication or presence that allows interactive communications, including but not limited to: social networks, blogs, Internet websites, Internet forums, and wikis. Examples of social networks include, but are not limited to: Facebook, Twitter, YouTube, Google+, Instagram, and Flickr.

- An employee's professional use of any social media network and an employee's postings, displays, or communications on any social media network must comply with all state and federal laws and any applicable School Board policies.

- Staff members are discouraged from inviting students and/or parents to be friends on personal social media sites. Staff members are also discouraged from accepting friend requests from students on personal social media sites.

- Employees shall not:
 - Use overtly obscene, profane, or vulgar language or gestures when using a social network, including images; and/or
 - Engage in communications or conduct that is considered harassing including sexual, threatening, bullying, libelous, or defamatory; and/or
 - Post / share images that are sexually provocative and/or
 - Discuss or encourage illegal activity; and/or
 - Discuss or encourage inappropriate use of alcohol, tobacco, and/or illegal drugs.
 - Employees shall not disclose information on any social media network that is confidential to the District, its students, or employees or that is protected by data privacy laws. Employees may not use or post the Flagler School District logo on any social media network without permission from the Superintendent or his/her designee. In addition, employees shall not:
 - Post images on any social media network of co-workers without the co-workers' consent; and/or

- Post images of students on any social media network without written parent consent, except for images of students taken in the public arena, such as at sporting events, award ceremonies, or fine arts public performances; and/or
 - Post any images of the District premises and property, including floor plans that have not been formally released for public dissemination.
 - Post or disclose personally identifiable student information.
- Employees have a responsibility to report inappropriate employee-student relationships at all times; including but not limited to inappropriate communication or activity on social media networks.
- All employees shall be subject to disciplinary action, as per the Progressive Discipline in Article 10 of the Collective Bargaining Agreement, if their conduct relating to use of technology or online resources violates this policy.

Article 38

EMERGENCY SCHOOL CLOSING

- 38.01 When in the judgment of the Superintendent, unsafe or catastrophic events such as pandemics, extreme weather conditions, fire or other acts of God, or other events that require closing the schools, and the decision is made prior to the regular opening time, information about the school closing shall be released to employees via all appropriate methods of communication (i.e. robocall, email, social media, news outlet, local radio stations, etc.).
- 38.02 If the school is closed after the regular opening hour, the Superintendent or his/her designee will notify staff through the building principals/supervisors of the closing. The notification shall include the method by which staff will be informed when to return to work.
- 38.03 When school(s) is closed by the Superintendent for reasons set forth in 38.01 above, but excluding conceded absences of school system employees, members of the bargaining unit will be paid their regular salaries and no leave days previously arranged by an instructional staff will be deducted for such emergency days.
- 38.04 In the event that any day(s) are lost due to emergency school closing(s), the Board will request that the State Board of Education forgive such days.
- 38.05 The Superintendent shall use her/his best efforts to provide staff with a minimum of twelve (12) hours' notice prior to being expected to report to work following an emergency school closing; however, the parties recognize that unlike instructional personnel, the nature of the work of District staff differs from the work of instructional staff and, as such, there can be no guarantee that a specific number of hours' notice will be provided.
- 38.06 When a school is officially closed by the Superintendent, and if the state requires the district to make-up day(s), the Superintendent or his/her designee shall meet with the Association President or his/her designee as soon as practical to develop an adjusted calendar, subject to Board approval.

RATIFICATION AND SIGNATURES

SCHOOL BOARD OF FLAGLER COUNTY:

• Board Chairman, Will Furry

• Superintendent, LaShakia Moore

• Chief of Operations, David Freeman

• Chief Negotiator, Robert Sniffen

EDUCATIONAL SUPPORT PROFESSIONAL ASSOCIATION:

• President, Brun Hudson

• Service Unit Executive Director, Tammy Whitaker

WE, the undersigned, agree that the attached document is the final and tentative agreement between the FLAGLER EDUCATIONAL SUPPORT PROFESSIONAL ASSOCIATION negotiating team and the DISTRICT SCHOOL BOARD OF FLAGLER COUNTY negotiating team. We further agree we will recommend the attached document for ratification.

Signed:

Tentatively agreed to on: June 10, 2024

The District School Board of
Flagler Negotiating Team

The Flagler Educational
Support Professional
Association Negotiating Team

Robert Sniffen

Brun Hudson

David Freeman

Tammy Whitaker

APPENDIX A

OFFICIAL GRIEVANCE FORM

Name _____

Work Site Assignment _____

Home Address _____

Home Telephone _____ Work Phone _____

Date cause of grievance occurred _____

Relates to Article(s) Paragraph _____ Subparagraph(s) _____ of Agreement between the Flagler Educational Support Professional Association and the District School Board of Flagler County, Florida.

Statement of grievance:

Specific Relief Sought:

Signature

Date

Disposition of Administrator (For each article): _____

Signature

Date

Level II Appeal: I do hereby notify you that I am appealing the Level I decision to Level II.

Signature

Date

Level III Appeal: I do hereby notify you that I am appealing the Level II decision to Level III.

Signature

Date

After Level I, the administrator will:

- Keep 1 copy
- 1 copy to grievant
- 1 copy to personnel
- 1 copy to Association

APPENDIX B



**Flagler Educational Support
Professional Association**

Local #7420

2022-2023

SCHOOL/WORKSITE _____

JOB TITLE _____

SSN (LAST 4) XXX-XX - _____ DATE OF BIRTH _____

NAME _____

ADDRESS _____

CITY, STATE _____ ZIP _____

HOME/CELL PHONE # _____

HOME E-MAIL _____

Read and check boxes below:

Membership Commitment: Yes, I want to join my colleagues by becoming a member of the NEA, AFT, FEA, AFL-CIO, Northeast Florida Service Unit (NEFSU), and Flagler Educational Support Professional Association (FESPA). I hereby request and voluntarily accept membership in the NEA, AFT, FEA, AFL-CIO, NEFSU, and FESPA, and agree to abide by the Constitution and Bylaws of all organizations.

Annual Payment Authorization: Yes, I authorize payment by cash, credit card, electronic funds transfer or the Flagler County School District to deduct from my pay in each pay period a pro-rata portion of the annual dues, fees and assessments required for membership in the NEA, AFT, FEA, AFL-CIO, NEFSU, and FESPA. I fully understand that the annual dues required for membership in the six organizations are subject to periodic change by the six governing bodies of the organizations. This authorization continues annually regardless of my membership status, unless (a) I revoke this authorization upon 30 days' notice in writing sent via email, fax or US mail to the employer and employee organization according to Florida Statue 447.303, or (b) my employment with the school district ends.

I understand that this agreement is voluntary and is not a condition of employment, and that I have the legal right to refuse to sign this agreement without suffering any reprisal.

If annual salary is \$12,900/above, dues will be paid in 22 deductions of \$15.18.

If annual salary is \$12,899/below, dues will be paid in 22 deductions of \$8.34.

FESPA only deducts dues when the application is processed and will only collect dues moving forward.

Back dues are not required.

MEMBER'S T-SHIRT SIZE (please check one): S M L XL XXL OTHER: _____

MEMBER'S SIGNATURE

DATE

LOCAL ASSOCIATION REPRESENTATIVE

APPENDIX C

SALARY SCHEDULES

SUPPORT MATRIX

2024-25

STEP	CAZ	CCZ	CEZ	CGZ	CHZ	CJZ	CKZ	CNZ
0	\$15.00	\$16.06	\$17.36	\$18.57	\$19.86	\$23.61	\$26.16	\$33.69
1	\$15.23	\$16.34	\$17.66	\$18.91	\$20.21	\$24.05	\$26.64	\$34.33
2	\$15.49	\$16.62	\$17.98	\$19.24	\$20.57	\$24.48	\$27.13	\$34.97
3	\$15.76	\$16.92	\$18.30	\$19.58	\$20.95	\$24.94	\$27.63	\$35.63
4	\$16.03	\$17.21	\$18.62	\$19.94	\$21.32	\$25.39	\$28.15	\$36.30
5	\$16.31	\$17.51	\$18.96	\$20.29	\$21.70	\$25.86	\$28.66	\$36.99
6	\$16.59	\$17.83	\$19.29	\$20.65	\$22.10	\$26.33	\$29.20	\$37.68
7	\$16.89	\$18.14	\$19.63	\$21.03	\$22.50	\$26.82	\$29.74	\$38.40
8	\$17.18	\$18.46	\$19.99	\$21.40	\$22.91	\$27.31	\$30.29	\$39.12
9	\$17.48	\$18.79	\$20.34	\$21.80	\$23.33	\$27.81	\$30.86	\$39.86
10	\$17.80	\$19.12	\$20.71	\$22.19	\$23.75	\$28.33	\$31.43	\$40.62
11	\$18.11	\$19.46	\$21.08	\$22.59	\$24.19	\$28.86	\$32.02	\$41.39
12	\$18.43	\$19.82	\$21.46	\$23.00	\$24.62	\$29.39	\$32.62	\$42.18
13	\$18.76	\$20.17	\$21.86	\$23.42	\$25.08	\$29.94	\$33.23	\$42.98
14	\$19.09	\$20.52	\$22.25	\$23.85	\$25.54	\$30.49	\$33.85	\$43.79
15	\$19.43	\$20.90	\$22.65	\$24.28	\$26.01	\$31.07	\$34.49	\$44.63
16	\$19.78	\$21.27	\$23.06	\$24.72	\$26.48	\$31.64	\$35.14	\$45.48
17	\$20.13	\$21.65	\$23.48	\$25.18	\$26.98	\$32.24	\$35.80	\$46.35
18	\$20.49	\$22.05	\$23.91	\$25.64	\$27.47	\$32.83	\$36.47	\$47.24
19	\$20.86	\$22.45	\$24.35	\$26.11	\$27.98	\$33.45	\$37.16	\$48.14
20	\$21.24	\$22.86	\$24.80	\$26.59	\$28.50	\$34.09	\$37.86	\$49.07
21	\$21.62	\$23.27	\$25.25	\$27.09	\$29.03	\$34.72	\$38.58	\$50.00
22	\$22.01	\$23.69	\$25.71	\$27.58	\$29.56	\$35.38	\$39.31	\$50.95
23	\$22.41	\$24.13	\$26.18	\$28.10	\$30.12	\$36.05	\$40.06	\$51.93
24	\$22.82	\$24.57	\$26.66	\$28.61	\$30.67	\$36.72	\$40.81	\$52.93
25	\$23.23	\$25.02	\$27.16	\$29.15	\$31.25	\$37.41	\$41.59	\$53.95
26	\$23.65	\$25.48	\$27.66	\$29.68	\$31.83	\$38.12	\$42.38	\$54.98
27	\$24.09	\$25.95	\$28.17	\$30.24	\$32.43	\$38.84	\$43.19	\$56.04
28	\$24.52	\$26.42	\$28.69	\$30.80	\$33.04	\$39.58	\$44.01	\$57.13
29	\$24.98	\$26.92	\$29.23	\$31.38	\$33.65	\$40.33	\$44.84	\$58.23
30	\$25.42	\$27.41	\$29.76	\$31.97	\$34.29	\$41.10	\$45.70	\$59.35
31	\$25.87	\$27.92	\$30.32	\$32.56	\$34.94	\$41.87	\$46.57	\$60.50
32	\$26.33	\$28.43	\$30.89	\$33.17	\$35.59	\$42.67	\$47.47	\$61.66
33	\$26.80	\$28.96	\$31.46	\$33.79	\$36.26	\$43.48	\$48.38	\$62.86
34	\$27.27	\$29.50	\$32.05	\$34.43	\$36.95	\$44.31	\$49.30	\$64.07
35	\$27.75	\$30.05	\$32.65	\$35.08	\$37.64	\$45.16	\$50.25	\$65.32
	A/P Clerk	A/P Clerk II	Bookkeeper	Accountant I	Accountant II	Accountant III	Inspector	Building Official
	Payroll Clerk	Curriculum Asst	Secretary, Sch/Dept	Benefit Specialist	Purchasing Agent	Data Sys Analyst	Project Manager	Const Proj Mgr
		Data Entry	Use of Facil Spec	Cert Specialist	Tech Supp Spec	Energy Mgt Spec		Chief Inspector
		Payroll Clerk II		FTI Fin Aid Spec	Web Developer	Field Infrastr. Tech		
		Personnel Spec		Personnel Spec II				
		Safety Spec		Payroll Clerk III				
		Staff Spec Asst						
		Student Eng Spec						

SUPPORT MATRIX

2024-25

STEP	KEZ	KFZ	KGZ	LAZ	LBZ	LCZ	LDZ	LEZ	LFZ
0	\$15.00	\$15.47	\$15.00	\$15.00	\$15.00	\$15.60	\$15.00	\$15.00	\$16.95
1	\$15.46	\$15.74	\$15.43	\$15.36	\$15.45	\$15.87	\$15.27	\$15.30	\$17.24
2	\$15.74	\$16.01	\$15.69	\$15.62	\$15.73	\$16.15	\$15.53	\$15.56	\$17.55
3	\$16.01	\$16.29	\$15.97	\$15.90	\$16.00	\$16.43	\$15.81	\$15.84	\$17.86
4	\$16.28	\$16.57	\$16.25	\$16.17	\$16.28	\$16.72	\$16.08	\$16.11	\$18.17
5	\$16.56	\$16.87	\$16.53	\$16.45	\$16.56	\$17.01	\$16.35	\$16.39	\$18.49
6	\$16.86	\$17.16	\$16.82	\$16.75	\$16.85	\$17.31	\$16.64	\$16.67	\$18.83
7	\$17.15	\$17.46	\$17.12	\$17.04	\$17.15	\$17.61	\$16.94	\$16.97	\$19.16
8	\$17.45	\$17.77	\$17.41	\$17.33	\$17.45	\$17.92	\$17.23	\$17.27	\$19.50
9	\$17.77	\$18.09	\$17.73	\$17.63	\$17.76	\$18.24	\$17.53	\$17.57	\$19.85
10	\$18.08	\$18.40	\$18.04	\$17.95	\$18.07	\$18.56	\$17.85	\$17.88	\$20.21
11	\$18.39	\$18.74	\$18.35	\$18.27	\$18.39	\$18.88	\$18.16	\$18.20	\$20.56
12	\$18.72	\$19.07	\$18.68	\$18.59	\$18.71	\$19.21	\$18.48	\$18.52	\$20.94
13	\$19.06	\$19.40	\$19.02	\$18.92	\$19.05	\$19.55	\$18.81	\$18.85	\$21.31
14	\$19.39	\$19.76	\$19.35	\$19.26	\$19.39	\$19.89	\$19.14	\$19.19	\$21.70
15	\$19.75	\$20.11	\$19.69	\$19.60	\$19.73	\$20.24	\$19.48	\$19.52	\$22.09
16	\$20.10	\$20.46	\$20.05	\$19.96	\$20.09	\$20.59	\$19.84	\$19.88	\$22.49
17	\$20.45	\$20.84	\$20.41	\$20.32	\$20.45	\$20.95	\$20.19	\$20.23	\$22.91
18	\$20.83	\$21.21	\$20.78	\$20.69	\$20.83	\$21.32	\$20.55	\$20.59	\$23.32
19	\$21.20	\$21.59	\$21.15	\$21.07	\$21.21	\$21.69	\$20.92	\$20.97	\$23.74
20	\$21.58	\$21.98	\$21.53	\$21.45	\$21.59	\$22.07	\$21.30	\$21.34	\$24.18
21	\$21.97	\$22.38	\$21.93	\$21.85	\$21.99	\$22.46	\$21.68	\$21.72	\$24.62
22	\$22.37	\$22.79	\$22.32	\$22.25	\$22.39	\$22.85	\$22.08	\$22.12	\$25.07
23	\$22.78	\$23.20	\$22.72	\$22.65	\$22.81	\$23.25	\$22.47	\$22.52	\$25.53
24	\$23.20	\$23.62	\$23.14	\$23.06	\$23.23	\$23.66	\$22.89	\$22.94	\$26.00
25	\$23.62	\$24.04	\$23.56	\$23.48	\$23.65	\$24.07	\$23.30	\$23.35	\$26.48
26	\$24.05	\$24.47	\$23.99	\$23.90	\$24.09	\$24.49	\$23.72	\$23.77	\$26.97
27	\$24.49	\$24.90	\$24.43	\$24.33	\$24.53	\$24.92	\$24.14	\$24.21	\$27.46
28	\$24.94	\$25.35	\$24.88	\$24.77	\$24.98	\$25.36	\$24.57	\$24.65	\$27.98
29	\$25.40	\$25.80	\$25.33	\$25.22	\$25.44	\$25.80	\$25.01	\$25.09	\$28.49
30	\$25.86	\$26.26	\$25.79	\$25.68	\$25.91	\$26.25	\$25.45	\$25.54	\$29.02
31	\$26.34	\$26.72	\$26.26	\$26.14	\$26.39	\$26.71	\$25.91	\$26.00	\$29.55
32	\$26.82	\$27.20	\$26.74	\$26.62	\$26.87	\$27.18	\$26.37	\$26.46	\$30.11
33	\$27.31	\$27.68	\$27.23	\$27.10	\$27.37	\$27.65	\$26.84	\$26.94	\$30.66
34	\$27.81	\$28.18	\$27.72	\$27.59	\$27.87	\$28.14	\$27.32	\$27.42	\$31.24
35	\$28.32	\$28.68	\$28.23	\$28.09	\$28.38	\$28.63	\$27.80	\$27.91	\$31.82
Secretary I	Secretary II	Office Spec	Campus Advisor	Media Aide	Job Coach	Campus Security	Media Tech	Facilities Spec III	
Registrar			Health Asst	Childcare Wkr		Comp Proctor	Medicaid Supp	IS Support Spec	
Receptionist			Office Aide			FTC Test Monitor	Full Svc Tech	Network Svc Tech	
			Office Clerk			Interpreter Aide	Computer Tech		
						ISS Monitor	Virtual Learn Asst		
						Psych Intern			

SUPPORT MATRIX

2024-25

STEP	LGZ	NBZ	NCZ	NIZ	OAA	OAZ	PARA	PAZ
0	\$16.00	\$15.00	\$17.50	\$15.00	\$15.50	\$15.00	\$15.20	\$19.21
1	\$16.28	\$15.23	\$17.71	\$15.34	\$15.85	\$15.24	\$15.47	\$19.55
2	\$16.56	\$15.49	\$17.93	\$15.60	\$16.11	\$15.50	\$15.75	\$19.91
3	\$16.85	\$15.76	\$18.15	\$15.88	\$16.39	\$15.78	\$16.03	\$20.26
4	\$17.15	\$16.04	\$18.37	\$16.15	\$16.67	\$16.05	\$16.31	\$20.62
5	\$17.45	\$16.31	\$18.59	\$16.43	\$16.95	\$16.32	\$16.60	\$21.00
6	\$17.76	\$16.59	\$18.83	\$16.73	\$17.24	\$16.61	\$16.90	\$21.37
7	\$18.07	\$16.89	\$19.07	\$17.02	\$17.53	\$16.91	\$17.20	\$21.75
8	\$18.38	\$17.18	\$19.31	\$17.31	\$17.83	\$17.20	\$17.50	\$22.15
9	\$18.70	\$17.48	\$19.55	\$17.61	\$18.13	\$17.50	\$17.82	\$22.55
10	\$19.03	\$17.80	\$19.81	\$17.93	\$18.45	\$17.81	\$18.13	\$22.97
11	\$19.36	\$18.11	\$20.07	\$18.25	\$18.76	\$18.13	\$18.46	\$23.38
12	\$19.70	\$18.43	\$20.33	\$18.57	\$19.08	\$18.44	\$18.78	\$23.81
13	\$20.05	\$18.76	\$20.59	\$18.90	\$19.42	\$18.78	\$19.12	\$24.24
14	\$20.40	\$19.09	\$20.87	\$19.24	\$19.75	\$19.11	\$19.46	\$24.68
15	\$20.76	\$19.43	\$21.14	\$19.58	\$20.09	\$19.45	\$19.81	\$25.14
16	\$21.12	\$19.78	\$21.42	\$19.93	\$20.45	\$19.80	\$20.16	\$25.60
17	\$21.49	\$20.13	\$21.71	\$20.29	\$20.80	\$20.15	\$20.52	\$26.07
18	\$21.86	\$20.49	\$22.01	\$20.65	\$21.16	\$20.51	\$20.88	\$26.55
19	\$22.25	\$20.87	\$22.31	\$21.03	\$21.54	\$20.89	\$21.25	\$27.04
20	\$22.64	\$21.24	\$22.61	\$21.40	\$21.92	\$21.27	\$21.63	\$27.54
21	\$23.03	\$21.62	\$22.93	\$21.79	\$22.32	\$21.65	\$22.02	\$28.05
22	\$23.44	\$22.03	\$23.25	\$22.18	\$22.71	\$22.06	\$22.41	\$28.57
23	\$23.85	\$22.42	\$23.57	\$22.58	\$23.12	\$22.45	\$22.81	\$29.10
24	\$24.26	\$22.81	\$23.91	\$23.00	\$23.54	\$22.85	\$23.21	\$29.64
25	\$24.69	\$23.21	\$24.25	\$23.41	\$23.95	\$23.25	\$23.63	\$30.19
26	\$25.12	\$23.62	\$24.59	\$23.85	\$24.38	\$23.66	\$24.05	\$30.75
27	\$25.56	\$24.04	\$24.95	\$24.28	\$24.80	\$24.08	\$24.48	\$31.33
28	\$26.01	\$24.46	\$25.30	\$24.72	\$25.24	\$24.51	\$24.91	\$31.92
29	\$26.46	\$24.89	\$25.66	\$25.17	\$25.69	\$24.94	\$25.35	\$32.51
30	\$26.92	\$25.33	\$26.04	\$25.63	\$26.14	\$25.38	\$25.81	\$33.12
31	\$27.40	\$25.78	\$26.42	\$26.11	\$26.60	\$25.83	\$26.27	\$33.73
32	\$27.88	\$26.23	\$26.81	\$26.58	\$27.07	\$26.29	\$26.73	\$34.37
33	\$28.36	\$26.69	\$27.21	\$27.05	\$27.54	\$26.76	\$27.21	\$35.02
34	\$28.86	\$27.16	\$27.61	\$27.54	\$28.03	\$27.23	\$27.69	\$35.67
35	\$29.36	\$27.64	\$28.03	\$28.03	\$28.52	\$27.71	\$28.19	\$36.35
Reg Behavior Tech	PI Bus Aide	Bus Driver	Cost/Part Spec	Asst Fd Svc Mgr	Cust Mail Courier	Para Pro	Auditorium Tech	
VPK Facilitator	Pressure Washer	Dispatch Router	Cust Repair Tech		Custodian		Facilities Spec IV	
Child Care Wkr II		Mechanic Helper			Food Svc Wkr		Vehicle Rec Tech	
		Transport Spec			FS Courier			

SUPPORT MATRIX

2024-25

STEP	PBZ	PEZ	PFZ-0	PGZ	QGZ
0	\$15.00	\$15.00	\$20.71	\$15.00	\$15.84
1	\$15.32	\$15.21	\$21.09	\$15.31	\$16.11
2	\$15.58	\$15.47	\$21.47	\$15.57	\$16.39
3	\$15.86	\$15.74	\$21.86	\$15.85	\$16.67
4	\$16.13	\$16.01	\$22.25	\$16.12	\$16.97
5	\$16.41	\$16.29	\$22.65	\$16.40	\$17.26
6	\$16.69	\$16.57	\$23.07	\$16.68	\$17.56
7	\$16.99	\$16.87	\$23.48	\$16.98	\$17.88
8	\$17.29	\$17.16	\$23.92	\$17.27	\$18.19
9	\$17.59	\$17.46	\$24.35	\$17.58	\$18.51
10	\$17.91	\$17.77	\$24.80	\$17.89	\$18.85
11	\$18.22	\$18.09	\$25.25	\$18.21	\$19.18
12	\$18.54	\$18.40	\$25.71	\$18.53	\$19.52
13	\$18.88	\$18.74	\$26.19	\$18.86	\$19.88
14	\$19.21	\$19.07	\$26.67	\$19.19	\$20.23
15	\$19.55	\$19.40	\$27.16	\$19.53	\$20.59
16	\$19.91	\$19.76	\$27.66	\$19.89	\$20.96
17	\$20.26	\$20.11	\$28.18	\$20.24	\$21.34
18	\$20.62	\$20.46	\$28.70	\$20.60	\$21.73
19	\$21.00	\$20.84	\$29.23	\$20.98	\$22.13
20	\$21.37	\$21.21	\$29.77	\$21.35	\$22.52
21	\$21.75	\$21.59	\$30.33	\$21.73	\$22.92
22	\$22.15	\$21.98	\$30.90	\$22.13	\$23.33
23	\$22.55	\$22.38	\$31.47	\$22.53	\$23.75
24	\$22.97	\$22.79	\$32.06	\$22.95	\$24.17
25	\$23.38	\$23.20	\$32.66	\$23.36	\$24.60
26	\$23.81	\$23.62	\$33.27	\$23.79	\$25.04
27	\$24.24	\$24.04	\$33.90	\$24.22	\$25.48
28	\$24.68	\$24.46	\$34.53	\$24.66	\$25.94
29	\$25.14	\$24.89	\$35.18	\$25.12	\$26.40
30	\$25.60	\$25.33	\$35.84	\$25.57	\$26.87
31	\$26.07	\$25.77	\$36.52	\$26.05	\$27.35
32	\$26.55	\$26.23	\$37.21	\$26.52	\$27.84
33	\$27.03	\$26.69	\$37.90	\$27.02	\$28.33
34	\$27.51	\$27.16	\$38.62	\$27.51	\$28.83
35	\$28.00	\$27.64	\$39.36	\$28.00	\$29.35
	Facilities Spec II	Cust Train Coord	Facilities Spec V	Cust Training Spec	Site Mgr
	Turf Worker	Facilities Spec I	Mechanic	Record Data Spec	Youth Svcs Spec
	WH/Inventory Clerk	Painter		Ad E Inst Aide	
				Ad Life Skills Coach	

MEMORANDUM OF UNDERSTANDING

SALARY MATRIX COMMITTEE

Flagler County School Board and FESPA agree to form a Salary Matrix Committee with the purpose of addressing the deficiencies in the current matrix (number of steps, dollar amount of each step, combining lanes). The committee shall consist of four (4) FESPA members appointed by the FESPA President and four (4) District Administrators appointed by the Superintendent or his/her designee. This committee shall meet no less than once a month, beginning in September 2024, through the 2024 - 2025 school year. The committee will endeavor to report back to both bargaining teams no later than April 2025.

The parties agree the work discussed in the Salary Matrix Committee does not constitute Collective bargaining. The Salary Matrix Committee will share the workload to create proposals to be presented to both the District and FESPA's bargaining teams. The end result of the work of the salary matrix committee will be to present a mutually agreed upon proposal to the bargaining teams.

Tentatively agreed to on: June 10, 2024

Memorandum of Understanding

Workforce Stabilization One - Time Payment

Flagler Schools shall pay eligible employees a one-time workforce stabilization payment as defined below.

ELIGIBILITY:

In order to be eligible for this payment, employees must:

1. Have been employed in a regularly established position (benefit eligible) prior to July 1, 2023, and
2. Still be employed on a contract for the 2024-2025 school year, at the time of payment. Employees that are out on district-approved FMLA are still considered actively employed.

PAYMENT:

Payment of these funds to eligible FESPA personnel shall be distributed as defined below:

1. Personnel will be paid based on their years of continuous employment with Flagler Schools:
 - 0 - 9 Years - \$750
 - 10 - 19 Years - \$1,500
 - 20+ Years - \$2,250
2. Employees will be credited for years of employment based on their most recent hire date with Flagler Schools. Employees who were previously employed by Flagler Schools and retired, resigned or otherwise had an official break in service with Flagler Schools will only be credited for years of employment based on their most recent hire date with the district.
3. This payment is a one-time non-recurring bonus.
4. The payment will be made prior to August 31, 2024.
5. As employees of Flagler Schools, all payments will be subject to payroll taxes.

Tentatively agreed to on: June 11, 2024

MEMORANDUM OF UNDERSTANDING

INSURANCE LOYALTY REBATE

The Flagler County School Board (FCSB) has been self-insured since September 1, 2013. Many employees of FCSB have utilized the District supported health insurance plans over the past nine years, contributing to the premium costs maintained in the Insurance Reserve Fund.

To recognize the employees for their contributions over the years to this fund balance, the District will reward the participating employees by providing an Insurance Loyalty Rebate. A loyalty rebate will be paid from the insurance reserve fund as follows: \$100 for each year of enrollment in a qualifying FCSD insurance plan, up to a maximum of \$900.

The following qualifications apply to the payout of this loyalty rebate:

- The employee must be currently employed on even date herewith (May 31, 2022) with Flagler County Schools, including those employees out on approved leave.
- The employee must be currently enrolled in a FCSD health insurance plan as of May 31, 2022.
- There shall be no differentiation of payout based on selected insurance plan.
- Any employee who has previously retired, resigned, or been terminated from employment with FCSB is not eligible for the loyalty rebate.
- The years of enrollment for the loyalty program are not required to be consecutive. For example, if an employee elected to have district insurance in 2013-2014, and then not for several years, and then re-enrolled in the plan in the 2021-2022 plan year, the employee would be entitled to a \$200 loyalty rebate based on two years of enrollment in health insurance plans.
- Only district employees are entitled to the rebate. Spouses and / or dependents do not qualify for the rebate nor shall having a spouse or dependents on the plan increase the rebate that employee receives.

The payout of the Insurance Loyalty Rebate shall take place no later than July 31, 2022.

MEMORANDUM OF UNDERSTANDING

SUMMER PROFESSIONAL LEARNING

This memorandum serves as an agreement between the Flagler County School Board (FCSB) and the Flagler Educational Support Professional Association (FESPA) for district-led instructional professional learning that occurs from May 31, 2022 to August 2, 2022. An employee who attends district-led instructional professional learning from May 31, 2022 to August 2, 2022 shall be compensated at the rate of \$200.00 for a six-hour in-service and \$100.00 for a three-hour in-service to be paid on or before September 15, 2022.

This rate of compensation applies to district-led instructional professional learning opportunities identified in ERO PowerSchool. All other in-service opportunities will follow the compensation structure as indicated in Article 28 of the FESPA and FCSB Contract 2019-2022.

Payout of this compensation shall take place on or before September 15, 2022.

