

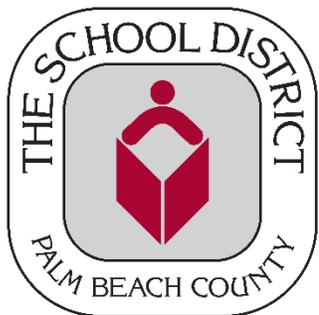
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

AND

**THE ASSOCIATION OF EDUCATIONAL SECRETARIES AND
OFFICE PROFESSIONALS (AESOP)**



January 1, 2022 – December 31, 2024

2024 Modifications

The School Board of Palm Beach County Florida



Barbara McQuinn (Vice Chairperson)
District 1

Alexandria Ayala
District 2

Karen M. Brill (Chairperson)
District 3

Erica Whitfield
District 4

Frank A. Barbieri, Jr., Esq.
District 5

Marcia Andrews
District 6

Edwin Ferguson, Esq.
District 7

Michael J. Burke
Superintendent of Schools

DISTRICT BARGAINING TEAM

Heather Frederick, Chief Financial Officer

Tim Kubrick, Chief of Human Resources / Chief Negotiator

Shawntoyia Bernard, Esq., General Counsel

Mark Mitchell, Director, Compensation and EIS

Kevin McCormick, Director, Exceptional Student Education

Jean Marie Middleton, Esq., Assistant General Counsel

V. Danielle Williams, Esq., Senior Attorney, Office of General Counsel

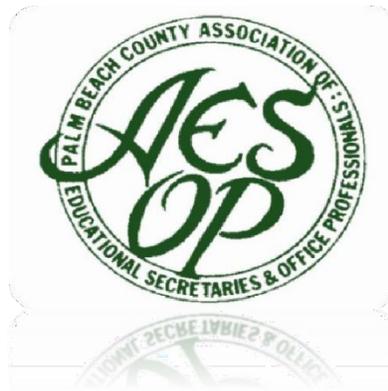
Germaine English, Manager – Labor Relations



**Association of Educational Secretaries and Office
Professionals (AESOP)**

BARGAINING TEAM

**Joseph Brenner, Deputy Chief of Staff and Chief Negotiator
Jessie Brown, President**



**Dorothy Sankey
School Office Assistant
Boynton Beach High School**

**Leah Green
Assistant Behavioral/Physical Needs I
Royal Palm School**

**Pierre Millien
ESOL Facilitator
Orchard View Community Elementary School**

**Stephen Voss, Asst Instructional Tech Support
Addison Mizner K-8**

**LeTawndra Wilkins, School Administrative Assistant
ESE Diagnostics**

**Kisha Dominique
School Office Assistant
Lake Worth High School**

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PREAMBLE

The terms and conditions as set forth herein are effective upon the Association of Educational Secretaries and Office Professionals (AESOP) ratification and Board approval and will stay in effect until December 31, 2024, unless otherwise provided herein or unless mutually agreed upon in writing by the Parties. Only if specifically stated will provisions be retroactive to January 1, 2024.

Unless provided elsewhere in this Agreement, no other changes or modifications shall be made to this Agreement except that each Party has the option to reopen the Agreement as follows:

- A. The Parties agree that nothing herein prohibits the opening of negotiations in 2024 for a Successor Agreement prior to the expiration of this Modified Agreement or Article 6, Section B through coalition bargaining with other recognized employee organizations representing employees of the District.

AESOP and the District reserve all legal rights accorded them pursuant to Chapter 447, Florida Statutes, relating to acceptance, modification or rejection of proposals.

In witness whereof, the aforementioned Parties have executed this Agreement on the 5th day of March, 2024.

THE ASSOCIATION OF EDUCATIONAL
SECRETARIES AND OFFICE PROFESSIONALS

Joseph Brenner

Joseph E. Brenner, Director of
Organizing and Bargaining

Jessie Brown

Jessie Brown, President

THE SCHOOL BOARD OF
PALM BEACH COUNTY

Michael J. Burke

Michael J. Burke, Superintendent

Karen Brill

Karen Brill, Chairperson of the School Board

Tim Kubrick

Tim Kubrick, Chief of Human Resources /
Chief Negotiator

Signature: *Jessie Brown*
Jessie Brown (Mar 5, 2024 14:27 EST)

Email: jessie.brown@palmbeachschools.org

ARTICLE 1

SECTION A – DEFINITIONS

1. EMPLOYEE - All personnel approved by the Public Employees Relations Commission (PERC) or agreed by the Parties to be members of the bargaining unit.
2. SUPERVISOR - The employee's immediate supervisor, school principal/department director or his/her designee.
3. ASSOCIATION - The Palm Beach County Association of Educational Secretaries and Office Professionals (AESOP) (the bargaining unit), its officers and its agents. (Also see "12. AESOP" below)
4. BOARD or DISTRICT - The School Board of Palm Beach County, Florida, its elected officials, administrative officers or agents.
5. SUPERINTENDENT - The Superintendent of Schools of Palm Beach County, Florida, or his/her designee.
6. PUBLIC EMPLOYEES RELATIONS ACT (PERA) -Florida Statutes 447, Part II, Chapter 74-100.
7. PUBLIC EMPLOYEES RELATIONS COMMISSION (PERC) - The Commission created pursuant to Fla. Stat. §447.205
8. YEAR OF SERVICE - That sum of compensated duty days which exceeds one-half (1/2) of the employee's term of appointment.
9. DAY - Unless otherwise specified in this agreement, "day" shall mean an employee work day.
10. AGREEMENT - Reference to this collective bargaining agreement.
11. COLLECTIVE BARGAINING – The performance of the mutual obligations of the public employer and the bargaining agent of the employee organization to meet at reasonable times, to negotiate in good faith, and to execute a written contract with respect to agreements reached that pertain to wages, hours of work, and terms and conditions of employment.
12. AESOP – The bargaining agent recognized by the public employer and certified by PERC as designated or selected by a majority of public employees as their representative for purposes of collective bargaining. (Also see "3. Association" above.)
13. EXTERNAL APPLICANT – A person, not an employee, who is applying for a position in the bargaining unit.
14. INTERNAL APPLICANT – A current employee who is applying for a position in the bargaining unit.
15. DUTIES – Obligatory tasks, conducts, services or functions that arise from the employee's position.

SECTION B – RECOGNITION

1. The Association acknowledges and recognizes the Board as the duly elected representative of the people of Palm Beach County, Florida, and the legally constituted authority responsible for the operation of the District.
2. The Board recognizes the Association as the exclusive bargaining agent for employees in positions listed in Appendix C of this Agreement and any additional positions mutually approved to be in the AESOP bargaining unit.
3. Any position created or any change in title of any position shall not result in such position being excluded from the AESOP unit, except in the instance such position is proposed by the School Board or the Superintendent of Schools to be managerial or confidential within the meaning of the PERA. The Association President and Chief Negotiator will be notified of such proposals at least ten (10) days before Board approval.

SECTION C - NEGOTIATIONS

1. Procedure

- (a) In the year in which this agreement is to expire or when there are re-openers, the Parties agree to negotiate a successor agreement or to negotiate modifications pursuant to those re-openers in accordance with the procedures set forth by the PERA.
- (b) Both the Board and the Association agree to negotiate in good faith. Upon receipt of a written request during negotiations identifying each specific document desired by the Association, the Board shall make available such documents as defined by Chapter 119, Florida Statutes.
- (c) Consultants may be called upon by either Party at their own expense and utilized in the negotiations of any matter considered by the Parties. Neither Party will attempt to exert any control over the other's selection of its representatives.
- (d) No adverse action of any kind shall be taken by the Superintendent, the Board, its agents or by any member of the Administration, against any member of the bargaining unit, the Association, or its agents; nor shall any adverse action of any kind be taken by any member of the bargaining unit, the Association, or its agents against the Superintendent, the Board, its agents, or any member of the Administration by reason of participation in negotiations. The filing and pursuing of an Unfair Labor Practice (ULP) charge or taking legal action shall not be construed as taking adverse action.
- (e) The Board and the Association agree to negotiate through their respective designated negotiation representatives those items which are proper subjects of bargaining as provided by law.
- (f) At the first meeting, to be determined by mutual agreement, both Parties agree to exchange complete written proposals of all items to be negotiated unless otherwise mutually agreed. All items in the current Agreement shall automatically be considered as items on the table. Items in the Agreement on which the Parties continue to agree, shall be initialed as tentative agreement. Thereafter, Parties agree to meet at reasonable times and places. Meeting times shall be agreed upon by the negotiating teams as may be necessary. Meetings, by mutual agreement, shall be scheduled during the normal work day whenever possible; and release time without loss of pay shall be arranged when meetings are held during the regular work day. The Parties may also mutually establish ground rules for these negotiations.
- (g) Both negotiating teams involved in negotiations shall be empowered to reach a tentative agreement without having to refer each proposal back to the Association or the Board. This provision does not prohibit either negotiating team from seeking direction from the Party it represents.
- (h) Either Party may declare impasse as provided under the PERA. Impasse shall be resolved as provided by the PERA.
- (i) When a tentative agreement is reached between representatives of the Parties, it shall then be made in writing, signed by the respective chief negotiators and presented as a total package to the Association for ratification and then to the Board for adoption. When ratified by the Association and adopted by the Board, the agreement shall be executed by the Director of Labor Relations, the Chairman of the School Board and the Superintendent of Schools on behalf of the Board, and by the President of the Association and its Chief Negotiator on behalf of the Association, and said document shall become the comprehensive Agreement between the Board and the Association.

ARTICLE 1

SECTION C – NEGOTIATIONS (cont'd)

2. Providing a Copy of the Agreement

A copy of this Agreement shall be posted on the District's website under the Department of Labor Relations as soon as possible, but not later than twenty (20) work days after the Agreement is signed. All administrators will be requested to inform bargaining unit employees covered by this Agreement where it can be located on the District's website.

Each new employee who is represented by the Association shall be informed where he/she can locate a copy of the Agreement on the District's website at the time of employment. At the option of the Association, a hard copy of the Agreement may be printed and distributed to employees in the bargaining unit at Association expense. If requested by the Association and upon receipt of copies of the Agreement provided by the Association, the District will distribute one copy to each new employee who is a member of the Association's bargaining unit at the time of employment.

3. MISCELLANEOUS

- (a) The Board and the Association 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 prohibited by law or by the PERC from the scope of collective bargaining, and that the understandings agreed to by the Parties after exercise of that right and opportunity, are set forth and solely embodied in this Agreement.

The Board and the Association agree, therefore, that the other shall not be obligated to negotiate or bargain with respect to any subject or matter referred to herein, except as otherwise specifically required in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement unless the Agreement contains provisions that are contrary to law which will require the Parties to reopen negotiations pursuant to paragraph (c) below.

- (b) The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the Parties in a written and signed amendment executed according to the provisions of this Agreement except as may be provided by law.
- (c) If any provision of this Agreement is found to be contrary to law, then only said provision shall be deemed invalid. The invalidated provision may be re-negotiated and any change, modification or amendment must be in writing. Unless otherwise agreed to by the Parties, the maximum time limit to re-negotiate the invalidated provision is fifteen (15) duty days from the date of receipt of the initial written request from either Party. If an agreement is not reached within the fifteen (15) duty days allotted or any alternative deadline mutually agreed to by the Parties, then impasse may be declared and the PERA rules for resolution of impasse shall be applied.
- (d) This Agreement shall supersede any rules, regulations, or practices of the Board, promulgated and adopted by the Board, which are in direct conflict with the terms or conditions contained herein.
- (e) This Agreement shall supersede any rules, regulations, or practices of the Board, promulgated and adopted by the Board, which are in direct conflict with the terms or conditions contained herein.

ARTICLE 1

SECTION C- NEGOTIATIONS (cont'd)

4. Prohibition of Strikes

- (a) The Association agrees not to engage in a concerted failure to report to duty; a concerted absence of employees from their positions; a concerted stoppage of work by employees; a concerted submission of resignations by employees; a concerted abstinence in whole or in part by any group of employees from the full faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment, or participating in a deliberate and concerted course of conduct which adversely affects the services to the public employer; a concerted failure of employees to report to work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage.
- (b) If a Circuit Court determines that an employee, employees, or a group of employees has engaged in a strike, as defined in Paragraph (a), above, pursuant to 447.507, Florida Statute, such employee or group of employees shall be subject to disciplinary action up to and including discharge.
- (c) In the event of a strike or work stoppage, as defined in (a), the President of the Association shall promptly and publicly disavow such strike and work stoppage and order the employees to return to work and attempt to bring about a prompt resumption of normal operations. The Association's President shall notify the Board within 24 hours of the President's knowledge of the commencement of such strike and what measures it has taken to comply with the provisions of this section.

SECTION D – MANAGEMENT RIGHTS

- 1. The rights, powers, duties, and responsibilities granted to the Board, the Superintendent, the Principals, and other administrative personnel, by the U.S. Constitution, the laws of the State of Florida, and the actions and regulations of the State Board of Education, and any amendments thereto, and hereby specifically reserved by the Parties to this agreement. These reservations shall not be used to limit the scope of negotiations defined herein. An alleged violation of the above shall be subjected to the grievance procedure unless otherwise specified in this agreement.
- 2. The Board and the Association agree that the Board has, and retains unaltered, its legal right to select, assign, reassign, relocate or discipline any of its employees, as it deems appropriate, to carry out its mission under the law and State Board of Education Regulations, unless otherwise specifically enumerated herein.

SECTION E – COOPERATION

The Parties agree that the President of the Association or her/his designee(s) and the Superintendent or her/his designee(s), will meet at a reasonable time and frequency, not less than once a month, unless otherwise agreed, to discuss topics of mutual concern. The Parties agree to involve Association representation and input on topics that are of common interest. This may be accomplished through representation on District committees, joint committees or requests for input from the Association.

ARTICLE 2 – GRIEVANCE PROCEDURE

1. Definitions

- (a) A grievance is an allegation of a violation, misapplication or a misinterpretation of any of the terms and conditions of employment as set forth in this Agreement.
- (b) The term member includes any individual within the bargaining unit covered by this Agreement who is a dues paying member of the Association.
- (c) The term “day” when used in this procedure, shall be workdays (Monday through Friday excluding holidays and other days when employees are not scheduled to work).
- (d) A grievant is the employee within the bargaining unit affected by the misapplication or misinterpretation of this Agreement.
- (e) It is agreed and understood that Association Representatives may, without loss of pay, with prior approval of their immediate supervisor, process grievances. The supervisor’s approval shall not be unreasonably withheld. It is further agreed and understood that Association Representatives shall process grievances in such a manner as not to disrupt normal School Board operations and activities.

2. Purpose

The purpose of this grievance procedure is to settle equitably, at the lowest possible level, issues which may arise from time to time with respect to misapplications or misinterpretations of the provisions of this Agreement.

3. Procedure

- (a) **Time Limit:** The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent in writing by each Party or by the representatives designated by each Party.
- (b) **Level One:** An employee who chooses to initiate this procedure shall do so in the following manner:
 - (1) Following the grievant’s awareness of a grievable event or incident, the grievant shall discuss the matter informally with his/her immediate supervisor. When discussing the event or incident, the grievant must notify his/her immediate supervisor that this discussion constitutes the informal discussion set forth in the Grievance Procedure.
 - (2) In the event the matter is not resolved informally, the Association may file a formal grievance on the form (see Appendix D) prescribed by the Department of Labor Relations as soon as possible and no more than twenty (20) days following the grievant’s knowledge or awareness of the event or incident which is the basis of the grievance. If the Association elects not to represent the grievant because of non-membership, it shall notify the District’s Department of Labor Relations and the grievant in writing. If so notified the grievant will then have the right to process his/her grievance without Association representation as soon as possible and no more than twenty (20) days following the grievant’s knowledge or awareness of the event or incident which is the basis of the grievance, unless the Association determines the grievance is without merit. At any time during the processing of a grievance, should the Association determine the

ARTICLE 2 – GRIEVANCE PROCEDURE (cont’d)

grievance is without merit, it shall notify the Department of Labor Relations and the grievant in writing of its determination and the grievance will be deemed withdrawn and thereafter subject to the last sentence of sub-section 3. (f) (4) below.

- (3) If legal representation is to be used by the Association and/or by the Grievant, advanced notice to the manager responsible for conducting the Grievance meeting is required to allow adequate time for the District to have its legal counsel present at that Grievance meeting. The Grievant may only use legal representation at a grievance meeting if he/she is not represented by the Association. At its option, the Association may or may not elect to use legal representation when representing a grievant at a grievance meeting.
 - (4) Within ten (10) days of the receipt of the formal written grievance and in keeping with sub-sections 2, and 3 immediately above, the supervisor shall arrange a meeting between himself/herself, the Association, (if the Association is representing the grievant), the grievant, and if the Association is not representing the grievant, the grievant’s representative (should the grievant elect to have such representation). A written answer to the grievance shall be given to the grievant, and to the grievant’s representative, if applicable, within ten (10) days after the meeting.
- (c) **Level Two:** If the Association is not satisfied at Level One, or if the grievant is not represented by the Association, the grievant may transmit the grievance to the grievant’s Department Head or to the Area Superintendent by filing written notice within ten (10) days of the receipt of the response at Level One; however, if the Department Head was the immediate supervisor at Level One, the Level Two Grievance is to be filed with the Department Head’s immediate supervisor. A meeting between the grievant’s Department Head (or designee) or the Department Head’s immediate supervisor (or designee), or the Area Superintendent (or designee) and the Association, (if the Association is representing the grievant), the grievant, and if the Association is not representing the grievant, the grievant’s representative (should the grievant elect to have such representation), shall take place within ten (10) days following the receipt of such notice to the grievant’s Department Head (or the Department Head’s immediate supervisor) or Area Superintendent. The District’s written decision shall be transmitted to the grievant and to the grievant’s representative, if applicable, within ten (10) days after the meeting.
- d) **Level Three:** If the Association is not satisfied with the disposition of the grievance at Level Two, or if the grievant is not represented by the Association, the grievant may submit the grievance to the District’s Department of Labor Relations within ten (10) days from receipt of the Level Two grievance response. A meeting between Labor Relations and the Association, (if the Association is representing the grievant), the grievant, and if the association is not representing the grievant, the grievant’s representative (should the grievant elect to have such representation), shall take place within ten (10) days following receipt of the grievance. Labor Relations’ written decision shall be transmitted to the grievant and to the grievant’s representative, if applicable, within ten (10) days after the meeting.

ARTICLE 2 – GRIEVANCE PROCEDURE (cont’d)

- e) **Level Four:** If the Association is not satisfied with the disposition of the grievance at Level Three or if the grievant is not represented by the Association, the grievant may submit the grievance to arbitration before an impartial arbitrator, using the Federal Mediation and Conciliation Services (FMCS). In order to submit the grievance to arbitration, both the Superintendent and FMCS must receive written and timely notice that the grievance is proceeding to arbitration within twenty (20) days following receipt of the Level Three disposition and that the Association, (if the Association is representing the grievant), or grievant, if the association is not representing the grievant has submitted the grievance to FMCS for arbitration within that time limit.
1. If the District does not agree within ten (10) days of receipt of the written notice, that the matter is arbitrable, the District shall notify the Grievant and the Association, in writing, that it disagrees as to the arbitrability of the grievance. The Parties agree that in such instances, an arbitrator will be selected, according to the rules of FMCS, to determine the question of arbitrability and if found to be arbitrable, to then determine the substantive issue. If there is no objection by the District to the arbitrability of the grievance, the Parties shall proceed to arbitrate the substantive grievance issue on its merits.
 2. The District and the Association (or the grievant if the Association is not representing the grievant) agree to make available, upon specific written request to the other, such information as is necessary to effectively process grievance. The cost of gathering the information shall be borne by the requesting Party in accordance with Florida Statutes. Requests for such information shall allow a reasonable time prior to the Level Four hearing (except that if the arbitration hearing is to determine arbitrability, then a reasonable time before a hearing is set or the purpose) for collection of requested information. Neither the District nor the Association (nor the grievant, if the grievant is not represented by the Association) shall be permitted to assert in such arbitration proceeding any ground or rely on any evidence which had been specifically requested by the opposite Party but which was not previously disclosed to the requesting Party.
 3. If the Parties cannot mutually agree to an arbitrator within seven (7) days of the receipt of the list of arbitrators from FMCS, then the arbitrator will be selected by FMCS in accordance with its rules. The arbitrator shall have no power to add to, subtract from, modify or alter the terms of the Agreement. The arbitrator will conduct a hearing, shall render his/her decision in writing within (30) days after the close of the arbitration hearing and shall furnish a copy to the Association/grievant and the District. The Parties agree that the decision of the arbitrator shall be final and binding on all Parties. The fees and expenses of the arbitrator shall be shared equally by the District and the Association unless the Association has elected to withdraw or not to support the grievance and so notifies all Parties in writing. In this case, the fees and expenses of the arbitrator shall be shared equally by the District and the grievant. All other expenses shall be borne by the Party incurring them, and neither Party shall be responsible for the expense of witnesses called by the other.
- f) Other provisions relating to the Grievance Procedure:
1. No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

ARTICLE 2 – GRIEVANCE PROCEDURE (cont’d)

2. If the Association decides not to process the grievance based on non-member status, then the non-member may process the grievance provided the grievant agrees that all costs that would have been borne by the Association will be borne by the grievant, and should the Association determine the grievance is without merit, the grievance will be deemed withdrawn and thereafter subject to the last sentence of sub section 3 (f) 4 below.
3. All documents, communications and records dealing with processing of a grievance shall be filed in a separate grievance file and shall not be kept in the official personnel file of any of the participants unless otherwise required by law.
4. Nothing in this agreement shall prevent the Association (if the Association is representing the Grievant) or an individual grievant who is not being represented by the Associations from withdrawing the grievance claim at any step of the process. A grievance, once withdrawn, may not be reopened without mutual written agreement between the District and the Association.
5. The time limits provided in this agreement shall be strictly observed unless extended by written agreement of both Parties. Failure of the Association or the grievant, if the Association is not representing the grievant, to proceed with the grievance within the time herein before provided shall result in the dismissal of the grievance. Failure of the District or its representative(s) to take the required action within the time provided shall entitle the Association or the grievant, if the Association is not representing the grievant, to proceed to the next step of this Grievance Procedure.

ARTICLE 3 – EMPLOYEE RIGHTS AND RESPONSIBILITIES
SECTION A – WORK YEAR AND WORKING HOURS

1. Workweek

The basic workweek shall consist of forty (40) hours unless otherwise specified by the District. Where practical, to accomplish the mission of the District, the workweek should be scheduled in five (5) or fewer consecutive workdays. During the normal workday, hours shall be scheduled consecutively, but may be interrupted by an unpaid lunch/supper break and may include paid break times as set forth below. The District shall establish the basic workday, workweek, work year and the hours of work best suited to meet the needs of the Department and to provide superior service to the District. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours per day or days per week to be worked except as provide herein.

Unless stated otherwise herein, the District will have the right to reduce the number of work hours in a workday and/or the number of workdays in an Association represented employee’s contract year during a fiscal year only for one of the following two (2) reasons:

ONE:

If the projection in student enrollment at a school site differs enough from the actual student enrollment as determined by the eleven-day student count at a school site, a reduction in the number of hours in a workday and/or in the number of (duty) workdays in an Association represented employee’s contract year may occur between the date the school site’s preliminary budget for the following fiscal year is distributed by the District’s Budget Office and October 31.

In addition, if the projection in the number of ESE units at a school site differs enough from the actual number of ESE units that are determined to be required at that school site, a reduction in the number of hours in a workday and/or in the number of (duty) workdays in an Association represented employee’s contract year may occur between the date the school site’s preliminary ESE Menu Allocation for the following fiscal year is distributed by the District’s ESE Department and October 31.

Finally, if the projection in the number of ESOL teachers at a school site differs enough from the actual number of ESOL teachers that are determined to be required at that school site, a reduction in the number of hours in a workday and/or in the number of (duty) workdays in an Association represented employee’s contract year may occur between the date the school site’s preliminary allocation of ESOL teachers for the fiscal year is distributed for the following fiscal year is distributed by the District’s Multicultural Department and October 31. (Note: Currently FY 2007, the District allocates one paraprofessional to an elementary school for every 2.5 ESOL teachers allocated to an elementary school and one paraprofessional to a secondary school for every 6 ESOL teachers allocated to a secondary school. This notation is for explanatory purposes only and is not meant to guarantee this ratio in future fiscal years. The District retains its management right to establish this ratio as it determines necessary.)

TWO:

If the Superintendent of Schools officially declares a budgetary emergency at any time during the fiscal year, a reduction in the number of hours in a workday and/or in the number of (duty) workdays in an Association represented employee’s contract year may occur. The District will provide the Association President with written notice of any budgetary emergency declared by the Superintendent of Schools.

ARTICLE 3 – EMPLOYEE RIGHTS AND RESPONSIBILITIES
SECTION A – WORK YEAR AND WORKING HOURS (cont'd)

The Parties recognize and understand that the assignment of “one-on-one” Paraprofessional I employees by the ESE Department is determined by the District based on an individual student’s needs. As such, there is no formal allocation formula for one-on-one Paraprofessional I employees. Therefore, the Parties agree that the District will have the right to reduce the number of hours in a workday and/or reduce the number of (duty) workdays in an Association represented employee’s contract year during the fiscal year based on the individual needs of students at a school site requiring a one-one-one paraprofessional employee.

Nothing in this Section prohibits an Association represented employee from seeking a voluntary transfer or from being involuntarily transferred or reassigned to another position as provided in Article 3, Section B of this Agreement. Nothing herein will prohibit trade-offs of positions at a school site that impact an Association represented employee’s number of hours in a workday and/or the number of (duty) workdays during his/her contract year on or before October 31st of any fiscal year; and after October 31st of any fiscal year if the Principal and the affected Association represented employee mutually agree to the terms of the trade-off for the balance of the fiscal year.

When an employee is removed from his/her job duties and assigned temporary duties in a higher classification for ten (10) consecutive work days, the employee shall receive a five percent (5%) increase or the new minimum of the higher classification, whichever is greater. The increase will be retroactive to the first day of the temporary assignment to the higher classification. All reassignments in this provision shall be made by the Principal or Department Head. In no instance, however, will a paraprofessional I be eligible for substitute teacher or permanent substitute pay.

2. Overtime

All authorized and approved work actually performed by an employee in excess of forty (40) hours worked in any workweek shall be considered overtime and shall be compensated as follows:

- (a) One and one-half (1.5) times the employee’s regular rate of pay, or,
- (b) Compensatory time off which is earned at the rate of one and one-half hours (1 1/2) of compensatory time for each hour of overtime worked.
- (c) When compensatory time is approved and used, its use shall not be counted as being absent for purposes of determining the employee’s eligibility for merit pay that month. Any employee, who has requested the use of compensatory time, shall be permitted by the employer to use such time within a reasonable period after making the request. The use of compensatory time shall not be denied unless it unduly disrupts the operation of the employer nor shall the employer deny the use of compensatory time on an arbitrary and discriminatory basis. Compensatory time shall be scheduled mutually between the employee and the supervisor
- (d) Effective January 1, 2010, employees assigned as Emergency Communications Operators who are regularly assigned to work on a paid holiday will be paid time-and-a-half for all hours worked on that paid holiday. Such employees need not be assigned to work on all paid holidays, but must be frequently assigned to work on a paid holiday(s).

ARTICLE 3 – EMPLOYEE RIGHTS AND RESPONSIBILITIES
SECTION A – WORK YEAR AND WORKING HOURS (cont'd)

- (e) Notwithstanding Article 3 B 16 (f) of this Agreement, effective January 1, 2020, all probationary employees initially hired as Emergency Communications Operators will be hired-in on Salary Level 13 the minimum. In addition, all current Emergency Communications Operators who were hired by the District during and between calendar years 2004 and 2008 will not be reduced in Level or step except as provided elsewhere in this Agreement.
- (f) Data Processors will be permitted to earn up to twenty (20) hours of overtime during the school year.

3. Duty Free Lunch

All full-time members of the bargaining unit shall be entitled to an uninterrupted duty-free lunch period without pay as follows:

- a. Employees may have an unpaid lunch period as scheduled by the supervisor. In no event shall this lunch period be less than thirty (30) minutes.
- b. An employee may leave the building and/or campus during his/her scheduled duty-free lunch period upon notification to the supervisor. However, in emergency situations, the supervisor may temporarily suspend the duty-free lunch period. An employee, whose duty-free lunch period is suspended due to an emergency, will have such time credited as work time for compensation purposes, if their work schedule is not otherwise adjusted. Any employee who is away from the building and/or campus under this provision shall not be considered to be carrying out the responsibilities of his/her position and the Board shall not be liable for injury to the employee or damage to the employee's property, unless the employee is performing duties authorized by his/her supervisor.

4. Break Times

Employees shall be provided a fifteen (15) minute break for each four (4) hours worked per day. Break time must be taken at a time convenient with the supervisor. By mutual consent, the two fifteen (15) minute breaks may be taken in conjunction with a thirty (30) minute lunch for a combined total of one (1) hour. In no case shall an employee be permitted to waive his/her breaks so he/she may shorten the length of his/her normal workday. Employees who work a ten-hour workday shall be provided with an additional fifteen (15) minute break.

SECTION B – PERSONNEL PROCEDURES

1. Transfers/Involuntary Transfers/Temporary Transfers

Employees wishing to transfer to a posted vacant position must apply via the internet at the appropriate location on the District's website. Employees desiring to transfer must possess the qualifications stated in the Board approved job description for that vacant position. An employee whose transfer request is approved by the School/Department having the vacancy will be released from his/her current assignment as soon as practical, but not later than twenty (20) workdays from the date his/her transfer was approved by that School/Department, except when the District has implemented a hiring freeze that temporarily delays the transfer beyond twenty (20) workdays. Such delay shall not be more than a total of thirty (30) workdays.

ARTICLE 3 – EMPLOYEE RIGHTS AND RESPONSIBILITIES
SECTION B – PERSONNEL PROCEDURES (cont'd)

(a) Involuntary Transfers

- (1) An involuntary transfer shall be made only after a meeting between the employee involved and the supervisor. Such factors as length of service, job competency, and geographic location should be given consideration. The administration shall provide the affected employee with a copy of comparable vacant positions. The District shall give consideration to the wishes of the effected employee when placing that employee in an available position.
- (2) If an employee is reassigned into a lower classification level due to excess, reorganization, or other imposed change, the employee's salary shall remain the same through the current fiscal year. However, if the salary wasnot within the range of that lower classification at the beginning of the next fiscal year, the salary will be adjusted to the maximum of the range at that level.

(b) Temporary Transfers

- (1) If a regular employee is absent for greater than eleven (11) consecutive duty days, and another employee(s) is/are assigned the responsibilities of the absent employee for all eleven (11) days, then the employee(s) filling the absent employee's responsibilities may request a review by his/her/their supervisor as to whether such employee(s) is/are entitled to additional pay for fulfilling the responsibilities of the absent employee.
- (2) In such a case, the supervisor shall make a determination as to whether the employee is entitled to additional pay for fulfilling these additional responsibilities. If the supervisor determines the employee(s) is/are fulfilling the responsibilities of the absent employee, then such employee(s) shall be provided with additional pay on an interim basis until he/she/they is/are no longer assigned the responsibilities of the absent employee. Such interim pay, if approved, shall begin on the 11th consecutive duty day that the affected employee(s) was/were assigned the responsibilities of the absent employee.
- (3) If a school-based employee disagrees with the determination of his/her immediate supervisor, such employee may request a review of such decision by the Area Superintendent or designee. If a District-based employee disagrees with the determination of his/her immediate supervisor, such employee may request a review of such decision by the Chief of Human Resources or his/her designee. The Area Superintendent's or designee's, or the Chief of Human Resources' or designee's decision in such cases shall be final and that decision is not subject to the grievance procedure.

2. Temporaries

The supervisor shall make a determination as to whether a temporary is required in the case of a long-term absence of an employee. However, the decision of the supervisor shall be final.

3. Vacancies

- (a) All AESOP bargaining unit vacancies and promotional vacancies in a Department or School will be posted internally in that Department or School to provide current AESOP bargaining unit employees assigned to that Department or to that School the opportunity to apply for and be considered to fill the posted vacancy.

ARTICLE 3 – EMPLOYEE RIGHTS AND RESPONSIBILITIES
SECTION B – PERSONNEL PROCEDURES (cont'd)

- (b) In the event a posted vacancy is not filled as provided in (a) above, the vacancy will be posted on the web with the notation that only District employees are being considered to fill the vacancy at this time. This will provide the opportunity for all AESOP bargaining unit employees in the District to apply for and be considered to fill the posted vacancy.
- (c) In the event the posted vacancy is not filled from within the Department, School or District as provided in (a) and (b) above, the vacancy will again be posted on the web except it will not indicate that only current employees are being considered at this time. After following provisions of (a) and (b) above, the District may consider applicants who are not current employees to fill the posted vacancy.

4. Evaluation

- (a) All members of the bargaining unit shall have one end of the school year written evaluation.
- (b) Prior to an end of the year evaluation that may result in “less than satisfactory,” a conference shall be arranged no less than twenty (20) work days prior to the formal evaluation being conducted to allow an employee the opportunity to improve his/her performance. At this conference a Memorandum of Assistance will be presented to the employee, which will state specific reasons why the employee’s job performance is considered unsatisfactory. This Memorandum will also state specific steps to take for the employee to improve his/her performance.
- (c) Employees will be given a copy of the written evaluation prepared by the supervising administrator or trained designee and upon the written request of the employee, the employee will have the right to discuss such evaluation with his/her supervising administrator or trained designee.
- (d) The professional judgment of the evaluator and the content of the evaluation shall not be subject to the grievance procedure. Any other grievance filed under this section of the contract shall not be subject to binding arbitration.
- (e) The employee shall have twenty (20) days to attach a written statement of rebuttal to the evaluation. All written rebuttals shall be sent by the employee to the Department of Compensation & Employee Information Services, to the employee’s evaluator and to the evaluator’s supervisor.
- (f) No supervisor shall discuss any matter relating to the performance of an employee in the presence of students, parents or other employees. All personnel and/or confidential matters shall only be discussed in private offices.
- (g) When three (3) or more criteria or areas of concern have been evaluated as unsatisfactory on the annual evaluation instrument, the employee’s performance will be rated as overall unsatisfactory for that year.
- (h) Pursuant to this section, only an employee’s evaluation form is to be filed in his/her personnel file maintained by the District. Attachments to an employee’s evaluation form are not permitted except as provided in this Section.

ARTICLE 3 – EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION B – PERSONNEL PROCEDURES (cont'd)

5. Personnel File

Evaluation statements and letters of reprimand and/or complaints shall not be placed in the employee's personnel file maintained by the Department of Compensation & Employee Information Services unless the employee has signed or been given a copy of the document. All such documents placed in the employee's file shall be identified as to its source.

An employee may, within twenty (20) days after receipt of such document, file a statement of reaction to the document. The employee shall provide a copy to the originator of the document and a copy to the Department of Compensation & Employee Information Services; and such copy shall be attached to the originator's copy and placed in the employee's personnel file.

Members of the bargaining unit shall have the right to examine their file at any reasonable time in the presence of a staff member from the Department of Compensation & Employee Information Services. Any employee may request copies of documents in the file. Such copies of documents shall be provided at the employee's expense in accordance with Florida Statutes. An employee may request that a representative accompany him/her when the file is being reviewed by the employee. On notarized authorization, the employee may permit any designated person to examine his/her file.

6. Job Descriptions and Assignments

- a) The District will prepare, review and revise job descriptions to those job classifications covered by the Agreement, as it deems necessary. The Division of Human Resources will provide the Association copies of new or revised job descriptions and afford the Association an adequate opportunity to review and provide written feedback prior to implementation. The Association reserves the right to demand bargaining over the impact of the revised job description on wages, hours and terms and conditions of employment.

It is understood by the Parties that every incidental duty connected with the functions enumerated in the job description is not specifically described. This does not preclude the requirement of performance by the employee of related duties. Employees may be requested to perform other duties as assigned not directly related to their job description for the safety of the school/department provided all Association represented employees in that school/department are assigned to such duties on an equitable basis. Principals/Directors will take into consideration the time such duties detract from the employee's duties as found in his/her job description, provided such duties are performed in good faith by the assigned employee, these duties will not negatively influence the annual evaluation of the employee.

- b) Employees in the bargaining unit will be afforded the opportunity to discuss and review his/her job description and regular working assignments with his/her supervisor. Ongoing regular duties will not be arbitrarily changed, nor instituted without adequate prior notification.
- c) Nothing in a job description is intended or shall be construed so as to concede to an employee, or group of employees, the right to refuse to follow instructions or orders.
- d) The Board maintains authority to change job descriptions in order to best manage its affairs and to accomplish the mission of the Board.

ARTICLE 3 – EMPLOYEE RIGHTS AND RESPONSIBILITIES
SECTION B – PERSONNEL PROCEDURES (cont'd)

- e) The employee shall be provided a revised copy of the new job description and the employee will be provided an opportunity for training within a reasonable length of time to learn the new skills, procedures and/or requirements necessary to continue performing in the job.
- f) Employees who allege they are regularly performing duties substantially divergent from those authorized in official job descriptions shall meet with their supervisor to resolve the issue. In the event that a solution is not reached, the employee may request a second conference with their immediate supervisor, that administrator's supervisor, an Association representative, if eligible, and a representative from the Department of Compensation & Employee Information Services. In the event a solution is not reached at this second conference, the employee may request a conference with the Chief of Human Resources. A complaint under this paragraph is not subject to the grievance procedure.

7. Job Reclassification

- (a) Any employee, class of employees, or management may make a request for a job reclassification utilizing procedures established by the District, and the final decision shall be made by the Superintendent or designee. The Department of Compensation & Employee Information Services will develop these District procedures and will seek input from the Association when such procedures are being developed. Such procedures and any future amendments thereto will be posted on the District's website under Human Resources - Department of Compensation & Employee Information Services.
- (b) When an employee is advanced to a position in a higher classification level, the employee will be placed within the appropriate classification level which will provide an hourly rate increase of five percent (5%), or the minimum hourly rate of the new classification level, whichever is greater.
- (c) When an employee is transferred from one position to another position in the same classification level, the employee's level/step shall remain the same.
- (d) If an employee requests a change to a lower classification and such change is granted, there will be a reduction of five percent (5%) of their annual salary unless the exception set forth in (e) below is applicable. If employee's salary after the five percent (5%) reduction is not within the salary range of the lower classification, the employee's salary shall be adjusted to the maximum of the range for that lower classification.
- (e) If an employee has been promoted to a higher level or job classification and has been in the position for less than one full year of duty days, but has completed the probationary period and requests to be reassigned to and is reassigned to the previous position or level held, he/she will be returned to the previous annual salary plus any raises that may have occurred in the interim or a reduction of five percent (5%) of their annual salary which ever generates the greater salary.

ARTICLE 3 – EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION B – PERSONNEL PROCEDURES (cont'd)

8. Assignment to Temporary Duty Elsewhere (TDE)

- (a) A bargaining unit member may be assigned temporarily to duties other than his/her regular duties and place of employment. Such assignment to temporary duty will ordinarily originate with the Superintendent. All requests for assignment of temporary duty outside the County shall be submitted to the Superintendent at least ten (10) calendar days in advance. A member shall receive his/her regular pay and may be allowed expenses as provided by law, regulation of the State Board of Education, and School Board Policies.
- (b) Temporary duty within the District may be approved by the employee's supervisor when no substitute service or other additional cost to the District is involved.
- (c) The supervisor authorizing such temporary duty within the District shall be responsible to ascertain that the temporary duty has been performed. No temporary duty forms need to be submitted for this type of assignment.
- (d) Such temporary duty shall be considered equal to the regular duties of the individual, and an employee performing such temporary duty shall not be considered to be on leave.
- (e) It is understood that temporary duty is provided only when the temporary assignment is necessary to effectively carry out the mission of the District and that temporary duty is not provided for personal reasons of the member or for Association business except as provided in Article 1, Sections C (f) and E, Article 2, Section 1 (e) and Article 5, Section B 1-6 of this Agreement.

9. Break in Service

Employees who resign in good standing and are rehired within eighteen (18) months into a position in the same grade as the one previously held, will be rehired either at their former rate, grade and step, or the new minimum, whichever is higher. An employee who has been separated from the system for a period exceeding eighteen (18) months shall be treated as a new employee. However, employees who resign in good standing and are rehired in the same grade after eighteen (18) months but not longer than twenty-four (24) months of their resignation, who believe there are extenuating circumstances that were beyond their control that delayed their return to employment with the District, may appeal to the Chief of Human Resources and if such appeal is accepted by the Chief of Human Resources, such employees will be considered to have been rehired at their former rate, and grade or the new minimum whichever is higher. The decision of the Chief of Human Resources is final and is not subject to the grievance procedure.

10. Seniority/Longevity Rights

Seniority shall be defined as the total length of continuous service with the Board. Seniority shall be district-wide and shall date from the last effective date of employment. Time off for Board approved non-compensable leaves of absence shall count for seniority purposes and such leave shall not be considered as an interruption of service.

11. Reduction in Force Policy

In the event that a reduction in work force (RIF) becomes necessary due to declines in enrollment, budgetary restrictions, reorganization, or other causes as determined by the District, the following reduction-in-work force provisions shall apply:

ARTICLE 3 – EMPLOYEE RIGHTS AND RESPONSIBILITIES
SECTION B – PERSONNEL PROCEDURES (cont'd)

- a) The District will determine the classification(s) and the assignments within the classification(s) to be reduced. The Superintendent will notify the Association in advance of any pending reduction in work force action. When units are reduced, employees will be released in the inverse order of their length of time in the District.
- b) In the event that two (2) or more employees affected have the same amount of continuous service within the District, the Superintendent or designee shall make the decision of who shall be retained.

12. Recall

When employees are recalled from layoff, the employee with the greatest seniority in the District shall be recalled first. Employees in layoff status will retain recall rights for one year and shall have preference to work over applicants on eligible lists. Recall will be made by certified mail to the last address in the employee's records.

Within five (5) workdays of the certified receipt date or attempted delivery, laid-off employees must signify in writing to the Human Resources Division their intention of returning to work. Employees must return to their assigned work location within five (5) workdays of acceptance of recall. If an employee fails to respond to a recall offer and/or declines an offer three (3) times, his/her name will be moved to the bottom of the seniority list for recall purposes.

If several positions within a recall classification become available for recall at one time, the Superintendent, when recalling employees, shall first place employees in the school or Department from which they were laid off if such position is available. If such position is not available, then the Superintendent, when filling such positions, shall consider applicable affirmative action goals, geographic location, preference of the senior employee, and the needs of the District. However, the decision of the Superintendent shall be final. If the employee fails to respond to or declines a recall offer, the next most senior employee on the recall list will be contacted. If an employee fails to respond to and/or declines a recall offer three (3) times, that employee's name will be moved to the bottom of the seniority list for recall purposes.

Any accrued sick leave and/or annual leave of record at the time layoff shall be restored at the time the employee accepts a recall offer. An employee who is on layoff status is eligible to apply for any other vacant position, and if reinstated by the District to another position, the employee forfeits rights to recall.

13. Excessing

When a School or Department must reduce the number of employees at that School or Department due to declining student enrollment, budgetary restrictions, reorganization or other reasons as determined by the District, the following provisions will apply:

- (a) Employees will be excessed by seniority based on the employee's length of continuous employment with the District, including approved leaves of absence, and not based on the length of time the employee has been in a particular position.
- (b) Excessing will be by job code with the least senior employee being excessed unless a more senior employee in that same job code at that work location volunteers to be excessed. In such cases, the volunteering employee will be excessed and the less senior employee in that job code will not be excessed.

ARTICLE 3 – EMPLOYEE RIGHTS AND RESPONSIBILITIES
SECTION B – PERSONNEL PROCEDURES (cont'd)

- (c) The only exception to this provision is when a less senior employee has received specialized training such as in ESE, Pre-K, etc. and if the more senior employee within that job code at the School or Department declines to be trained in that area. In these cases, the more senior employee who declines to be trained will be excessed and the less senior trained employee will not be excessed.
- (d) Employees to be excessed will be notified in writing in a timely manner and are encouraged to seek transfersto Schools or Departments that have posted vacancies.
- (e) For those excessed employees who are unable to secure another position through the transfer process, the District will list all unplaced excessed employees according to their seniority and starting with the most senior, and then place those employees in positions for which they are qualified.
- (f) When placing an excessed employee, consideration shall be given to the individual’s prior year work location, assignment, workday, and work year.

14. Terminal Pay Benefits

- (a) An employee who retires and submits proof of eligibility from the Florida Retirement System or whose employment is terminated by death shall receive payment for accrued sick leave days. Such compensation shall be the daily rate of pay at retirement or death of the employee multiplied by the maximum percentage provided for by Florida Statute times the number of accumulated sick leave days. In the event service is terminated by death, benefits shall be paid to the beneficiary as identified on the employee’s group life insurance form.
- (b) Accrued Annual Leave: A member of the bargaining unit shall receive payment for all accrued vacation leave (if applicable) at his/her daily rate at time of resignation or termination, retirement, or to his/her beneficiary, if service is terminated by death, as terminal leave pay. Resignation or termination shall be the last duty day an employee is physically on duty unless the employee is by necessity required to resign or terminate while on sick leave.

15. Performance-Based Termination/Suspension

- (a) Any employee whose performance is deemed to be less than satisfactory by his/her supervisor shall be so advised in writing of such unsatisfactory performance by the supervisor
- (b) The employee will be provided assistance to improve his/her performance.
- (c) No employee shall be recommended for termination/suspension based on an unsatisfactory evaluation unless he/she has been given at least thirty (30) calendar days to improve his/her performance.
- (d) An employee who will be recommended to the Board for termination/suspension shall be given notice, in writing, with documentation stating the reasons. The employee shall be given prior notice if the Superintendent is recommending termination /suspension prior to Board action.

ARTICLE 3 – EMPLOYEE RIGHTS AND RESPONSIBILITIES
SECTION B – PERSONNEL PROCEDURES (cont'd)

- (e) After Board action, an employee may, within fifteen (15) days, protest his/her performance-based termination/suspension through either the grievance procedure as indicated at Level Four or the Department of Administration Hearings (DOAH).

16. Probationary Employees

- (a) All newly hired or rehired employees, excluding employees on recall status, shall be subject to a probationary period of ninety (90) work days.
- (b) During the probationary period newly hired and re-hired employees may be discharged without recourse.
- (c) When an employee is promoted to a higher classification, he/she shall be subject to a 90 work day probationary period in that position. During this promotional probationary period, the supervisor will provide written feedback to the employee regarding his/her conduct/performance within the first forty-five (45) days to provide coaching in and improvement strategies for any areas of concern. At any time during the promotional probationary period, either the District or the employee can cancel the promotion for any or no reason. The decision not to continue an employee in the promoted position and/or the written feedback shall not be the subject of a grievance procedure. In the event the promoted employee does not continue in the higher classified position for 90-days, he/she shall be given a position at the same level and with the same benefits he/she received prior to the promotion.
- (d) Newly hired/re-hired probationary employees shall not be eligible for any type of leave except accrued sick leave, annual leave, or short term unpaid leave (due to illness), not to exceed five (5) days.
- (e) The minimum salary shall be considered the normal entry pay rate for all newly hired probationary employees, except as provided for in paragraph 9 of this Section, i.e. Break in Service.

17. Equal Employment Rights

The Parties to this Agreement agree that the provisions regarding such items as training, assignment, promotion, transfer, discipline or termination shall be applied without regard to race, creed, color, religion, national origin, age, gender, disability, personal life style, domicile, marital status, sexual orientation, political affiliation or membership in the Association. Appeals of discrimination under Title VII of the Civil Rights Act are not subject to the grievance procedure.

18. Non-Discrimination, Bullying and Harassment

The District will not discriminate against employees based on their members or non-membership in the Association as provided by law. In addition, the District will abide by its policies relating to bullying and the harassment of employees.

ARTICLE 3 – EMPLOYEE RIGHTS AND RESPONSIBILITIES
SECTION C – PROGRESSIVE DISCIPLINE

1. This section covers actions involving verbal warnings, written reprimands, suspensions, demotions, dismissals, or reductions in grade or pay with prejudice.

Disciplinary action may not be taken against an employee except for just cause and this must be substantiated by sufficient evidence by the Superintendent or Designee which supports the recommended disciplinary action.

All allegations pertaining to a disciplinary action shall be investigated. Actions under this Section shall be initiated after all the facts have been made known to the official responsible for taking the actions.

2. Disciplinary action shall be governed by applicable State Statutes.
3. An employee against whom disciplinary action is to be taken may appeal said action through the grievance procedure, excluding verbal warning and written reprimand. An employee may not appeal an action through the grievance procedure, to PERC as an unfair labor practice complaint and to DOAH. The employee must make a choice of one of the above and is precluded from availing himself or herself to more than one of these procedures.
4. An employee against whom action is to be taken under this Section shall have the right to review all of the information relied upon to support the proposed action and shall be given a copy upon request. No adverse action may be taken against an employee on the basis of any document which has not been previously provided to that employee.
5. If the Association is representing a bargaining unit member, a copy of all correspondence that is related to the action shall be provided to the Association after a probable cause determination has been made.
6. The employee and his/her representative shall be afforded a reasonable amount of time to prepare and present appropriate responses to the proposed disciplinary actions under this Section. This amount of time is to be mutually agreed upon by the Parties.
7. Previous charges or disciplinary actions that have been brought forth by the District may be cited against the employee only if those previous acts are reasonably related to the existing charge and occurred within a twelve (12) month period. All previous charges or disciplinary actions must have been shared with the employee.
8. The discipline, dismissal, demotion, and suspension of any employee shall be for just cause.

Where just cause warrants such action(s), an employee may be demoted, suspended or dismissed upon recommendation to the Superintendent. Except in cases that constitute a real immediate danger to the District, an employee, and/or a child/children, or other flagrant violation, progressive discipline shall be administered as follows:

- (a) Verbal Warning (Written notification) (Not filed in Personnel File).
- (b) Written Reprimand (Filed in Personnel File).
- (c) Suspension without pay with Board Approval.
- (d) Dismissal with Board approval.

ARTICLE 3 – EMPLOYEE RIGHTS AND RESPONSIBILITIES
SECTION D – EMPLOYEE PROTECTION

1. Safety

- (a) No member of the bargaining unit shall be required to work under unsafe conditions or to perform tasks which endanger their health and safety as determined by the supervisor, and/or Area Superintendent and/or Board Safety Officer.
- (b) Wrist supports and glass anti-static/radiation filters shall be made available to each employee upon request if such employee spends most of his/her workday at the computer. Safety belts shall be made available request from any employee who lifts students or heavy objects as part of his/her duties.
- (c) A procedure shall continue to be in place to protect bookkeeper and office money handlers in an effort to address personal safety regarding school deposits. Safes will be installed in all schools. Courier service will be in place to pick up all deposits.

2. Reimbursement for Loss

- (a) Bargaining unit employees will be entitled to reimbursement for damaged, vandalized, stolen or destroyed clothing, personal property or vehicles as follows:
 - 1. Clothing: The District will reimburse an employee for clothing which is damaged, destroyed or stolen as a result of an assault provided the employee is acting in the discharge of his/her duties and within the scope of his/her employment when the assault occurred.
 - 2. Personal property: The District will reimburse an employee for personal property which is damaged, vandalized, stolen or destroyed as a result of an assault which occurs while the employee is acting in the discharge of his/her duties within the scope of his/her employment. An employee must demonstrate to the District's satisfaction that the property in question was being used for educational purposes on school property or other educational sites approved by the administration. The employee shall be responsible for establishing the relationship between the damage and performance of the employee's job responsibilities before becoming eligible for reimbursement under this section.
 - 3. Vehicles: If an employee's vehicle is vandalized while on the property of the District, the employee will be reimbursed for the damage to the vehicle when it is determined that the vandalism occurred on District property. Such determination may be made by a School Police Officer, witness testimony, or apprehension of the person(s) responsible for the damage.
- (b) The maximum total liability of the Board pursuant to Article 3, Section D 2(a) 1, 2 and 3 above, will be Five Hundred dollars (\$500.00) per occurrence, less any amount reimbursable by insurance. The Board's maximum liability under Article 3, Section D 2(a) 1, 2 and 3, will be Ten Thousand dollars (\$10,000.00) per school year (July 1 - June 30).
- (c) Claims are to be submitted through the employee's supervisor to the Department of Risk Management and Employee Benefits.

ARTICLE 3 – EMPLOYEE RIGHTS AND RESPONSIBILITIES
SECTION D – EMPLOYEE PROTECTION (cont'd)

- (d) An employee who submits a fraudulent claim under Section D 2(a) 1, 2 or 3 shall be dismissed by the Board subject to the due process provisions of Article 3, Section C of this Agreement.

SECTION E – MISCELLANEOUS

1. Continuing Education

- (a) The Board agrees to pay the expenses for any employee it so designates to attend a workshop, in-service training seminar, self-improvement course, or other related professional growth activity of a nature specifically designed to provide on-the-job related improvement.
- (b) An employee may request and be granted leave to attend such meetings as described in Paragraph (a) of this section, without loss of pay.
- (c) An employee may be afforded time to attend in-service offered by the District when it will add to the efficiency of his/her job performance skills. A request should be submitted at least one week prior to the in-service activity. Such requests shall not be unreasonably denied.
- (d) The District has the sole discretion in the determination regarding (a), (b), and (c) above.
- (e) The District shall make every effort to assure prompt and adequate specialized training required for Exceptional Student Education aides working with medically or emotionally involved students.

2. Fiscal Rights and Responsibilities

- (a) Any employee whose duty it is to collect, count, and deposit monies and negotiable paper shall be responsible for such only when such monies and negotiable papers are under the direct control of said responsible employee.
- (b) Employees charged with the responsibility of depositing monies shall be reimbursed at the per mile rate approved by the Board for travel if it is not included en route to or from the employee's residence.

3. Telephone Calls

Telephone calls that identify sufficient facts to constitute an emergency received within the school/department which would affect the health or safety of an employee or his/her immediate family, shall be promptly transmitted to the employee.

4. Medical Verification

The Superintendent may require medical verification from a competent physician (M.D. or D.O.) certifying that an employee is physically and emotionally able to carry out the duties and responsibilities of the job.

ARTICLE 3 – EMPLOYEE RIGHTS AND RESPONSIBILITIES
SECTION E – MISCELLANEOUS (cont'd)

5. Authorized Travel Expense Reimbursement

Authorized mileage for in-county and out-of-county travel, including per diem, shall be reimbursed at the rate provided by Florida Statute and State Board Administrative Rule.

6. The Faculty Committee

Prior to any building decisions being made which will affect the current working conditions of Association employees, the supervisor will allow an Association representative to be at any meeting to participate in the discussions and have voting privileges.

7. Paraprofessional I/Principal Meetings

As a group Paraprofessional I employees shall be provided the opportunity to meet with the principal or designee at least one (1) time each grading period during the school year to review and discuss problems, discipline procedures, and expectations of the Principal and of teachers. This meeting will take place on school time. Paraprofessional I employees will not be required to attend faculty meetings during their off duty hours except in emergency situations.

ARTICLE 4 – LEAVES

SECTION A – ANNUAL LEAVE

This section shall refer to members of the bargaining unit employed on a twelve month basis.

1. A member of the bargaining unit who is employed on a twelve-month basis shall be allowed vacation leave, exclusive of holidays, with compensation as follows:
 - (a) An employee with less than five (5) years of continuous service at a rate of one (1) day per month, cumulative to twelve (12) workdays per year.
 - (b) An employee with five (5) but less than ten (10) years of continuous service at a rate of one and one quarter (1 1/4) days per month, cumulative to fifteen (15) workdays per year.
 - (c) An employee with ten (10) years or more of continuous service at a rate of one and one-half (1 1/2) days per month, cumulative to eighteen (18) workdays per year.
2. Leave balances are maintained on an hourly basis and can be used in one (1) hour increments.
3. Accrued vacation leave shall not exceed sixty-two and one-half (62 1/2) workdays maximum on June 30 of each year. Vacation leave may be granted by the Superintendent, upon the written request of the employee with prior recommendation by the employee’s supervisor. Vacation leave for an employee shall be scheduled so that there will be minimum disruption to the operation of the School District.
4. Upon employment termination, the employee shall be paid as terminal leave all unused vacation leave as follows:
 - (a) **(EMPLOYEE WHO HAS 60 OR FEWER DAYS ON JUNE 30, 2001 OR WHO WAS HIRED AFTER JULY 1, 1995)**

Each employee who has accumulated 60 or fewer days of unused vacation leave as of June 30, 2001 or who was hired by the District after July 1, 1995, will be paid for all of his/her unused vacation days accumulated at the time of termination of employment, up to a maximum of 60 days.
 - (b) **(EMPLOYEE WHO WAS HIRED PRIOR TO JULY 1, 1995, WHO HAS MORE THAN 60 DAYS ON JULY 1, 1995 AND AT SOME TIME AFTER THAT DATE THE ACCUMULATION FALLS TO OR BELOW 60 DAYS)**

Each employee who was hired by the District prior to July 1, 1995, who accumulated more than 60 days of unused vacation leave as of July 1, 1995 and whose accumulation of unused vacation days at any time falls to or goes below 60 days, will be paid for all of his/her unused vacation days accumulated at the time of termination of employment, up to a maximum of 60 days.
 - (c) **(EMPLOYEE WHO WAS HIRED PRIOR TO JULY 1, 1995, WHO HAS MORE THAN 60 DAYS ON JULY 1, 1995 AND MAINTAINS AN ACCUMULATION GREATER THAN 60 DAYS AT ALL TIMES)**

Each employee who was hired by the District prior to July 1, 1995, who accumulated more than 60 days of unused vacation leave as of July 1, 1995, and who maintains an accumulation of greater than 60 days of unused vacation leave days at all times after July 1, 1995, will be paid for all of his/her unused vacation days accumulated at the time of termination of employment, up to a maximum of 62 ½ days.

ARTICLE 4 – LEAVES

SECTION A – ANNUAL LEAVE (cont'd)

5. Annual leave must be taken at a time convenient to the work schedule of the school or department.

SECTION B – SICK LEAVE

1. Provisions for the Accrual of Sick Leave

- (a) Permanent full-time and part-time employees shall be credited at the end of the first month of employment of each contract year with an allotment of sick leave hours equal to the hours of the employee's work day times four. Thereafter, at the end of each month of employment, an employee shall be credited with sick leave hours equal to the hours of the employee's work day, provided the employee has been on duty or compensable leave for a minimum of eleven (11) days within the month.

(Example: An employee on a five hour daily schedule will initially be credited with twenty (20) hours and thereafter, each month will earn an additional five (5) hours of sick leave.)

- (b) Sick leave shall not be used prior to the time it is earned and credited to the employee.
- (c) An employee shall earn no more sick leave hours than an amount equal to the employee's work day times the number of months of employment in a fiscal year.
- (d) A member of the bargaining unit whose duty day hours change, shall retain his/her accumulated sick leave hours.
- (e) Sick leave hours shall be cumulative from year to year.
- (f) Out-of-County Credit for Sick Leave: A bargaining unit member shall be entitled to transfer sick leave credit from other Florida School Systems and State agencies which are participants in any of the Florida Retirement System plans with the restriction that at least half of the cumulative leave shall be established within this District. An employee returning to the system after a leave of absence or resignation shall be entitled to the accrued balance credited at the time of such leave or resignation.
- (g) Sick leave claims shall be honored as submitted by the employee for his own personal illness as well as illness or death of father, mother, brother, sister, husband, wife, child, or other close relative, or member of his/her own household.
- (h) The Superintendent may require a doctor's statement of verification of illness. A request to the Superintendent for a verification of the claim may be initiated by the supervisor.
- (i) A false claim for sick leave shall be grounds for dismissal by the Board.
- (j) Any employee working the entire summer school (special session) shall be entitled to earn sick leave hours equal to the employee's duty day hours.

ARTICLE 4 – LEAVES
SECTION B – SICK LEAVE (cont'd)

2. Leave of Absence – Unpaid

- (a) As soon as possible, but within the first three (3) consecutive days of absence, an employee must notify his/her supervisor of his/her absence and apply for leave in accordance with one of the leave provisions set forth in this Article. Except in unusual circumstances, as determined by the Superintendent, failure of the employee to notify and apply for leave in a timely manner, will be considered a resignation of employment from the District.
- (b) After accrued sick leave is exhausted, an employee may request unpaid personal leave of absence due to his/her personal illness. Personal leave due to illness is leave without pay and may be granted for a period of up to the end of the employee's work year.
- (c) Personal Leave (Long-Term)- A Personal Leave of absence is granted at the District's discretion, for an employee to be absent from his/her duties for specified periods of time with the right of returning to duty on expiration of the leave. Leave shall be officially granted in advance by the District and shall be used for the purpose set forth in the leave application. Such Personal Leave when granted will be for the remainder of the school year, unless otherwise approved with the initial leave request. In addition, up to one (1) additional year of leave shall be granted upon receipt of a written request from the employee, unless the employee has not been reappointed or dismissed, in keeping with other provisions of the Agreement, for the next school year. Such extension of Personal Leave shall be timed such that the employee returns at the beginning of a new grading period. Once an employee has exhausted the leave privileges under this subsection, the employee shall be required to return to duty for a full year before being eligible for another Personal Leave under this section.
- (d) Family and Medical Leave - Bargaining unit members are entitled to unpaid medical and Family Leave under the Family and Medical Leave Act pursuant to Board Policy 3.76.

3. Sick Leave Buy-Out

At the end of any school year (June 30) an employee who has not used more than three (3) sick leave days that school year and who has sixty (60) or more accumulated unused sick leave days may exercise the option to receive payment from the District equal to the value of 80% of any unused days earned during that school year.

An eligible employee who applies for a cash pay-out will receive a gross payment equal to the employee's daily rate of pay on the employee's last regular employment day of that school year times 80% of the number of unused sick leave days earned that school year. It is understood that this payment shall be subject to all legal withholdings and is not tax sheltered.

The above option may be exercised by the employee if he/she has accumulated sixty (60) or more days of unused sick leave at the end of any school year (June 30) and has not used more than three (3) sick leave days that school year as set forth above.

ARTICLE 4 – LEAVES
SECTION B – SICK LEAVE (cont'd)

4. Bereavement Leave

An employee who is absent from work due to the death of a member of his/her immediate family (spouse, sibling, child, parent, parent-in-law, grandparent, grandparent-in-law or domestic partner) may use up to three (3) days of paid bereavement leave each school year. The use of bereavement leave shall not count against the employee's sick leave. If an employee requires additional time off for bereavement purposes beyond these three (3) days, the employee may use his/her sick leave for a reasonable number of additional days.

5. Injury or Illness in Line of Duty

- (a) An employee who is absent because of injury or illness in the line of duty, may be entitled up to ten (10) paid leave days per year for any one injury/illness which shall not be cumulative and which shall not be charged against the employee's sick leave balance. These ten (10) non-cumulative days will be applied to the first ten (10) days of approved Workers' Compensation lost time. All claims for such leave must clearly substantiate injury received in carrying out assigned duties. Additionally, such paid leave shall only be awarded for the duty days for which the employee has been employed.
- (b) In cases of unusual illness or injury in the line of duty, an employee may make a request to the Superintendent for additional compensation leave days. If the Superintendent is satisfied that the condition warrants, he/she shall recommend additional compensated leave to the Board.
- (c) Any employee who has a claim for compensation while absent because of illness contracted or injury incurred as prescribed herein, shall notify his/her supervisor as soon as such illness or injury is apparent and shall file a claim by the end of each month or pay period as requested during which such absence has occurred. The Board shall satisfy itself that the claim correctly states the facts and that such claim is entitled to payment.
- (d) The employee may claim no more than a total of ten (10) days for any one injury or illness per year. This section (d) shall not supersede any provision of the Florida Workers' Compensation Act.
- (d) The employee must seek medical treatment for any injury received in the line of duty within six months of the injury to be eligible for leave under this section.
- (e) Workers' Compensation: Any Workers' Compensation payments received by the employee while on injury or illness in-line-of-duty leave shall be reimbursed to the Board.
- (f) Leave While Quarantined: When an employee has been placed in quarantine by constituted medical or legal authority, he/she shall remain away from regularly assigned duties for the duration of such quarantine. He/she shall continue to receive his/her salary during a quarantine period. Such payments shall not be charged against any other compensable leave.
- (g) Any employee who can clearly demonstrate the contracting of an infectious or contagious disease for which inoculations are not available and exclusive of upper respiratory infections or complications therefrom at the school/department to which he/she is assigned, may qualify for a maximum additional twenty-two (22) days for non-cumulative sick leave if the disease requires the employee to use more than five (5) days of his/her accumulated sick balance. If the employee does not have the five (5) days of accumulated sick leave, this leave shall begin immediately after the use of the last sick leave day.

ARTICLE 4 – LEAVES
SECTION B – SICK LEAVE (cont'd)

6. Catastrophic Illness or Injury

- (a) A catastrophic illness or injury shall be defined as a medical condition not covered by Workers' Compensation, requiring absence from work greater than fifty (50) working days of consecutive absence for a single illness or injury.
- (b) Any employee who sustains a catastrophic illness or injury may apply for and receive, for use on a matching basis, supplementary catastrophic illness or injury leave not to exceed the number of regular unused sick leave days that the employee had accumulated on the first day of the regular sick leave applied to the catastrophic illness or injury.
- (c) Two (2) medical verifications (M.D. or D.O.) of such catastrophic illness or injury shall be required. The employee shall fully cooperate with the Board and shall authorize the release of any medical records necessary. The Board shall satisfy itself that any claim for catastrophic illness or injury leave is legitimate and correctly states the facts. The Board may, at its expense, require an independent medical examination.
- (d) Catastrophic illness or injury leave shall begin on the fifty-first (51st) day of consecutive absence and not be awarded retroactively.

7. Leave for Personal Reasons (Short-Term)

Each member of the bargaining unit shall be allowed six (6) days of paid leave for personal reasons each year to be charged against accrued sick leave and provided that such leave shall be non-cumulative. Except in emergency situations, employees shall request leave for personal reasons forty-eight (48) hours in advance of such leave.

A personal leave request shall not be made for any day immediately preceding or following a Board approved holiday or the first or last week of the school year when students are in attendance, at the discretion of the supervisor.

8. Permanently and Totally Disabled Employees

The Superintendent will submit to the School Board an agenda item wherein the Board will accept the termination of an employee based upon the determination that the employee is permanently and totally disabled pursuant to applicable Workers' Compensation statutes, rules and regulations. To the extent allowed by statutes, the employee will receive his/her terminal pay for any unused sick leave and/or annual leave and any leave the employee is on will be cancelled upon the School Board's action.

SECTION C – MATERNITY LEAVE/RECOVERY

- 1. Accrued sick days may be used for maternity leave which refers only to the type of leave taken by female employees to cover the period of their own actual physical inability to work as a result of pregnancy, childbirth, abortion, miscarriage, or related medical conditions, or recovery there from. It does not include leave taken or requested for personal reasons related to maternity, e.g., preparing for the birth of a child or caring for an infant where there is no accompanying disability.

ARTICLE 4 – LEAVES

SECTION C – MATERNITY LEAVE/RECOVERY (cont'd)

2. Once an expected date of confinement has been established, no further medical statement is required for sick leave if maternity disability (use of accrued sick days) occurs within three (3) weeks prior to the expected date of delivery or within six (6) weeks after the actual birth of the child. Any extended sick leave for maternity outside these nine (9) weeks must be supported by a physician's statement. If accrued sick leave is not sufficient, or if an employee elects not to use accrued sick leave for maternity, unpaid personal leave may be used.
3. Short term illness related to maternity is treated as the same as any other day-to-day illness.

SECTION D – CHILD CARE LEAVE – UNPAID

1. A regular employee may request and shall be entitled to a leave of absence without pay for child care (normally after recovery) or when adopting a child or foster care. In the case of adoption, leave would begin upon receipt of custody. Leave may be granted for the remainder of the employee's term of appointment and may be extended for one additional year provided that the total time away from the job is not more than eighteen (18) months.
2. It is the responsibility of the employee to keep the supervisor informed so that appropriate administrative arrangements can be made prior to return to duty. Upon return from extended leave, an employee may be returned to the same or similar position.

SECTION E – JURY DUTY LEAVE

1. A member of the bargaining unit subpoenaed to jury duty shall be paid his/her salary during his/her absence for jury duty. If upon reporting for jury duty he/she is not used, the employee is to report back to his/her duty station and carry on with his/her daily work assignments. A reasonable amount of time will be allowed for travel.
2. The employee shall provide the supervisor with proof of jury duty service before compensation is approved, and a copy of the subpoena is to be attached to the TDE.
3. The employee shall remit to the Board the fees received for jury duty or witness fees less travel allowance paid by the courts.

SECTION F -WITNESS SERVICE

1. When an employee is under subpoena as a witness in connection with his official duties or is under subpoena as a witness in a court proceeding in which the employee is not a part to the litigation, he/she shall be eligible for Temporary Duty Elsewhere leave and shall receive regular compensation while on witness duty and shall remit to the Board in check or money order (no cash) the amount of fees, less travel allowance and other expense allowances, received for witness duty.
2. Before compensation is approved, the employee shall provide the supervisor with the witness duty subpoena, a copy of which shall be attached to the request for Temporary Duty Elsewhere leave.
3. An employee who is a party to litigation may request either personal leave charged to sick, personal leave without pay or annual leave (if applicable).

ARTICLE 4 – LEAVES

SECTION G – MILITARY LEAVE

Leave for Military Duty shall be granted in accordance with Florida Statutes and such rules and regulations pertaining thereto, as shall be approved by the Board.

- (a) Short Term Duty with Pay: Any employee who is a member of the United States Military Reserve or the National Guard shall be entitled to a leave of absence from his/her respective duties without loss of pay when he/she is ordered to active duty by the appropriate unit.
- (b) Leaves granted shall be a matter of legal right and shall not exceed the number of days authorized by the Florida Statutes. All efforts shall be made to prevent such leave being taken during the time school is in session. Requests for temporary military service leave shall be made by letter and shall be filed with the Superintendent for Board action. If possible, this shall be done prior to the date of leave.

SECTION H – POLITICAL LEAVE

Any employee who has filed to run for political office and is desirous of unpaid leave for political reasons shall make application for such leave and shall be entitled to it. The employee shall not be restricted to one leave during a political campaign; however, if possible, leave shall be requested for the duration of the campaign. Leave shall be given for all absences for political campaigning.

SECTION I – HOLIDAYS

All twelve-month regular employees eligible for membership in the bargaining unit shall receive paid holidays each year as approved by the Board as recommended by the School Calendar Committee. The School Calendar Committee shall be composed of representatives of employee groups, the administration and other education stakeholders as determined by the Superintendent.

SECTION J – RELIGIOUS HOLIDAY OBSERVANCE

Any employee may request personal leave or vacation leave when observance of their religious holiday requires absence from work. The request to their supervisor should be made one (1) week in advance. The employer will make every effort to grant the request.

ARTICLE 5 – ASSOCIATION RIGHTS AND RESPONSIBILITIES

SECTION A – RIGHTS OF EMPLOYEES/ASSOCIATION

1. Right to Organize/Join

Pursuant to the Constitution and Statutes of the State of Florida, the Board hereby agrees that every employee shall have the right freely to organize and join the organization of his/her choice or refrain there from.

2. Association Meetings

The Association may conduct meetings in Board buildings before or after the regular school workday by prior arrangement for a designated meeting location. The Association shall hold the Board harmless and assume any liability for claims made against the Board growing out of such meetings.

3. Meeting Locations and Notices

- (a) The Board shall allocate suitable space in a school building or other location where members of the Association work for the purpose of posting Association notices.
- (b) Bulletin Board space will be provided for this purpose. The selection of the appropriate location will be approved by the supervisor.
- (c) The bulletin boards shall be used for posting Association notices, but is restricted to:
 - (1) Notices of Association recreational and social affairs.
 - (2) Notices of Association elections and results of such elections.
 - (3) Notices of Association appointments.
 - (4) Notices of Association meetings.
- (d) Any other information, including any notices containing any information other than purpose, date, time and place only upon the approval of the Director of Labor Relations.
- (e) The Director of Labor Relations shall receive copies of all notices posted on bulletin boards.
- (f) No public political materials shall be posted.
- (g) All notices shall be signed by a duly recognized officer of the Association.
- (h) All costs incidental to preparing and posting of Association materials will be borne by the Association. The Association is responsible for posting and removing approved material on its bulletin boards and for maintaining such boards in an orderly condition.
- (i) The Association may use a school’s public address system during regular announcement periods before and after the instructional day to make announcements of meetings, election times and results, and announcements related to the time and nature of Association activities.

**ARTICLE 5 – ASSOCIATION RIGHTS AND RESPONSIBILITIES
SECTION A – RIGHTS OF EMPLOYEES/ASSOCIATION (cont’d)**

4. Association on School Board Agenda

- (j) Association materials or public political information shall not be distributed through interschool mail.
- (k) An Association representative, upon timely request, shall be given the right to address the Board for up to three (3) minutes on issues(s) of interest to the Association during the time on the agenda entitled Delegations/Individual Appearances - Agenda Items. The Association may not utilize this provision more than three (3) times during any one (1) meeting of the Board without the permission of the School Board Chair.

If an emergency or unannounced items are added to the agenda, an Association representative shall be given the opportunity to speak [not to exceed three (3) minutes], on the item when it comes up for discussion prior to Board vote.

- (l) The Agenda, Board backup materials, official minutes of the Board Meetings, and FYI items shall be available to the Association within twenty-four (24) hours of the time they are given to the Board, except those items given to the Board less than twenty-four (24) hours before the Board Meeting which shall be made immediately available to the Association.

5. Labels and Printouts

- (m) Upon request, each year and at no charge to the Association, the District shall provide the Association President with a computer “query” that will allow the Association to generate a printout and/or gummed labels of employees in its unit. The Association will use its own paper and gummed labels when utilizing this query. Said query will allow various formats and information to be provided, but will not include any employee’s social security number or other information prohibited by law.
- (n) Upon request each month the District shall provide to the Association’s Chief Negotiator a seniority list of its members by classification. Upon request each month the District shall provide to the Association’s Chief Negotiator a list of employee retirements, resignations or terminations indicating their positions and departments. A list of internal job transfers also will be provided upon request.

SECTION B – ASSOCIATION PROFESSIONAL LEAVE

1. The Board, upon request from the Association, shall grant the President of the Association temporary duty for the duration of the President’s term of office. All benefits enjoyed by employees shall be continued and accrued to the President of the Association.
2. The Association shall provide the Board with revenue to pay for the President’s salary, taxes, retirement, and fringe benefits, and in return the Board shall issue a monthly check warrant to the President during his/her term of office. The Association shall inform the Board of the date of the President’s term of office so as to establish a monthly payday. Where possible, the President shall be assigned to his/her previous school or department.

ARTICLE 5 – ASSOCIATION RIGHTS AND RESPONSIBILITIES

SECTION B – ASSOCIATION PROFESSIONAL LEAVE (cont'd)

3. The provisions above shall also apply to any member of the Association elected to an office in a State or National affiliate of the Association so long as said affiliate or the Association provide the Board the revenue to pay for the same benefits as in Paragraph 2, above.
4. The Board shall authorize the Superintendent to grant reasonable use of Temporary Duty Elsewhere (TDE) to be used at the discretion of the Association President for the conduct of Association business. If a substitute is required, the Association shall reimburse the District for the cost of the substitute; if no substitute is required, the employee shall be required to make up time lost as a result of participation in Association activities.
5. The Association President shall correspond with the Department of Labor Relations regarding the purpose, the names of the employees involved, and their schools or departments for use of such TDEs, and give at least five (5) but no more than ten (10) working days notice in advance of such leave.
6. The maximum number of TDEs under this section shall be one hundred (100) days. However, no more than ten (10) days annually shall be allowed for any one person with the exception of the President who shall be permitted fifteen (15) days annually provided he/she has not enacted Paragraphs 1 and 2 of this Section (B).
7. Staff development monies up to a maximum of \$15,000 per year shall be made available for staff development activities related to job responsibilities of bargaining unit members. Of this amount, up to twenty percent (20%) may be used for Regional activities as approved by the Superintendent.

SECTION C -DUES DEDUCTIONS FOR ASSOCIATION DUES

Payroll dues deductions are no longer permissible under Florida Statute 447.303 as of July 1, 2023. In the event there is a change in applicable law, and where all levels of appeal have been exhausted, the District will immediately implement all provisions in this section within a reasonable time period in accordance with payroll procedures. There may be a potential financial impact to the union for re-establishing payroll deductions. Upon the reestablishment of payroll deductions, the following provisions will be reinstated.

1. The Board agrees to deduct AESOP dues from the regular salaries of members of the bargaining unit who voluntarily execute an authorization for such deduction, which shall continue in effect unless revoked in writing by the employee.
2. The proceeds of such deductions shall be transmitted to AESOP or its designated processor within ten (10) working days after the close of each month during which the deductions are made.
3. The Board will provide such payroll deduction services at no cost to AESOP or employee provided the deduction per pay is no less than one dollar (\$1).
4. In addition to the Dues Deduction form in Appendix B, the District shall accept valid telephonic and electronic authorizations from AESOP. The Union agrees to provide evidence of such authorizations to the District upon request.
5. AESOP recognizes this is a privilege granted by the District, and agrees that the District has full authority to discontinue this service at any time if AESOP violates the laws of the State of Florida in connection with their activity as representatives of employees of the Palm Beach County Schools.
6. AESOP and the District recognize that this is a voluntary action on the part of the employees, and that neither Party recognizes this as a dues check off plan. The Parties agree to discuss and set-up check off in levels or percentage.
7. AESOP and its members agree to indemnify and hold harmless the District, each individual Board member, the Superintendent and all administrators and employees against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions of this Section.

ARTICLE 5 – ASSOCIATION RIGHTS AND RESPONSIBILITIES (cont’d)

SECTION D – PAYROLL DEDUCTION (OTHER THAN FOR ASSOCIATION DUES DEDUCTIONS)

1. The Board and the Association agree that payroll deduction services which are within the control of the District and accruing to employees, shall continue through this contract. The specific deduction types are: Credit Union, Tax Sheltered Annuities, Health Insurance, United Way, Income Protection, and additional Life Insurance.
2. Unless stated to the contrary in other Sections of this agreement, the amount deducted from the employee’s salary shall be voluntary and no charge shall be made to the individual employee for these payroll deduction services.

SECTION E – ACCESS TO FULTON HOLLAND EDUCATIONAL SERVICES CENTER

1. The Association will be provided with three (3) entrance pass cards for the FHESC that are only to be used by three (3) specifically named employees who are designated by the Association President.
2. The three (3) named employees will be required to come to the FHESC to be processed for these entrance passes and this includes having their picture taken. The Association President will name these three (3) employees and may change these employees, but when changing any of these three (3) named employees, the employee being replaced must surrender his/her entrance pass card before his/her replacement’s entrance pass card can be processed.
3. The loss or theft of any entrance pass must be immediately reported to School Police.

ARTICLE 6 – COMPENSATION AND BENEFITS
SECTION A – PAY RATE SCHEDULE

1. The Parties agree to increase the Pay Rates in Appendix A by 5% to the maximum effective January 1, 2024. The Parties also agree to increase the progression between pay range minimums to at least 3.25% in Appendix A. The January 1, 2024 minimum-maximum salary schedules are attached as Appendix A. The Parties agree that these minimum-maximum salary schedules are not subject to further modification or change until January 1, 2025 in keeping with the Preamble of this Collective Bargaining Agreement and further agree that future modifications or changes to these minimum-maximum salary schedules will be effective on January 1 of any given year unless otherwise agreed to by the Parties.
2. The Parties also agree that, effective January 1, 2024, the annual Pay Rates of all employees shall be increased by the agreed upon percentage in the table below. Each employee who remains an employee of the District in this bargaining unit on the date the School Board adopts this Agreement, will be paid this negotiated increase effective January 1, 2024. Those individuals who are no longer employees of the District on the date the School Board approves this Agreement are not entitled to any retroactive pay.

The Parties further agree that upon ratification and Board approval of this agreement, each bargaining unit member, who is active as of the date it is approved by the Board, will receive a one-time bonus of \$1,500 or 3% of his/her base salary, whichever is greater, prior to any recurring salary increase.

Tier	Years	Percentage Increase
1	0 - 1.99	4.50%
2	2 - 5.99	5.00%
3	6 - 9.99	5.25%
4	10+	6.00%

*based on years of continuous service in a regular position in the District

3. (a) Each employee’s current annual Pay Rate that is not red-lined will be increased by 5% effective January 1, 2024. If after receiving this negotiated Pay Rate increase of 5% effective January 1, 2024, the employee’s new annual Pay Rate is greater than the new maximum annual Pay Rate after it is increased by 5%, the employee’s new annual Pay Rate will be considered to be red-lined when Pay Rate increases are negotiated in the future.
- (b) An employee whose current annual Pay Rate is red-lined, but whose new annual Pay Rate will not be greater than the maximum annual Pay Rate after that maximum Pay Rate is increased by 5% effective January 1, 2024, will have his/her current annual Pay Rate increased by 5% effective January 1, 2024 and will no longer have his/her annual Pay Rate considered to be red-lined.
- (c) An employee whose current annual Pay Rate is red-lined, but whose new annual Pay Rate will remain greater than the maximum annual Pay Rate after the maximum annual Pay Rate is increased by 5% effective January 1, 2024, will continue to have his/her current annual Pay Rate red-lined and will not receive an increase to his/her current annual red-lined annual Pay Rate until such time in the future a new maximum annual Pay Rate is negotiated that is greater than the employee’s current red-lined annual Pay Rate plus any negotiated increases to that employee’s current red-lined annual Pay Rate. Such employees will be paid a one-time and non-reoccurring bonus equal to 5% of the current annual Pay Rate, minus standard deductions, computed for all days worked and to be worked (including paid leave days and paid holidays, if any) for the period of January 1, 2024 through the end of the 2024 calendar year or their last day of paid employment with the District, whichever occurs first. To be eligible for a bonus payment, the employee must remain an employee of the District in this bargaining unit on the date the School Board approves this Agreement.

ARTICLE 6 – COMPENSATION AND BENEFITS
SECTION A – PAY RATE SCHEDULE (cont'd)

- (d) The Parties further agree that the new minimum-maximum Pay Rate schedules in Appendix A are not subject to further modification or change until January 1, 2025, and further agree that future modifications or changes to these minimum- maximum Pay Rate schedules will be effective January 1st of any given year unless otherwise agreed to by the Parties.

- 4. An employee hired to work in the summer school program shall be paid at that employee’s hourly rate of pay in effect during the contract period immediately preceding the summer school program, provided the employee was employed in the same job classification during that period.

- 5. (a) Employees who are assigned to serve medically complex students during regular or summer school will be paid an additional \$2.25 per hour while so employed and assigned. The \$2.25 per hour shall apply only to employees who are assigned on a regular basis to medically complex student(s) who require(s) unique procedures as defined herein. These procedures include but are not limited to: maintaining gastrostomy tubes, observing the use of nebulizers, lifting immobile students, finger stick for use of glucometers, oral suctioning of tracheotomy tubes, catheterization changing diapers, and/or colostomy bags and other similar functions. Approval will be given in writing by the ESE Department or designee. Proper training(s) will be provided to the employees so assigned.

- (b) Paraprofessional employees who are assigned to a defined Emotionally/Behaviorally Disordered (E/BD) self- contained unit on a full-time basis in regular or summer school will be paid an additional two dollars (\$2.00) per hour. This additional two dollars (\$2.00) per hour shall not be available to Paraprofessionals who are in regular classes with E/BD mainstreamed students. Approval will be given in writing by the Department of ESE or designee. Proper training(s) will be provided to the paraprofessional(s) so assigned.

- 6. Community school secretaries, media clerks, other office personnel and data management services employees, and school police dispatchers who work half or more of their regular work hours at a time other than the hours of 8:00 a.m. to 4:30 p.m. shall be paid a differential of twenty-five cents (\$.25) per hour worked.

- 7. Each employee assigned to work at least a 190-day calendar shall be paid in 26 equal installments to be issued every other Friday beginning on a Friday selected annually by the District and deposited in the employee’s choice of a financial institution. Employees assigned to work less than a 190-day calendar will be paid on 22 equal installments to be issued every other Friday beginning on a Friday annually selected by the District and deposited in the employee’s choice of a financial institution.

- 8. If a Friday pay-date falls on a date the District is closed, that paycheck will be electronically deposited no later than on the Friday the District is closed unless such Friday is a banking holiday. In such cases, the paycheck will be electronically deposited no later than on the last preceding day that is not a banking holiday. Both the Association and the District strongly encourage all current employees to take advantage of and to sign-up for the electronic deposit of their paychecks. Current employees electing not to sign-up for the electronic deposit of their paychecks, will be paid by an alternative method determined by the District that may or may not follow this pay schedule. The Association recognizes that the District has established as a pre-condition of employment that all new employees will be paid via the electronic deposit of their paychecks as stated herein. Employees who have signed-up for electronicdeposit shall remain on this method of payment.

ARTICLE 6 – COMPENSATION AND BENEFITS
SECTION A – PAY RATE SCHEDULE (cont'd)

9. The Association shall appoint two (2) representatives to provide input on topics that will be addressed by the District's *ad hoc* Payroll Advisory Committee. One topic of the *ad hoc* Payroll Advisory Committee will be to make an annual recommendation to the Chief Operating Officer of the first Friday paycheck date of each school year for employees who are less than 12-month employees. Another topic to be addressed by this Committee will be to recommend to the District the best means of communicating in advance with all employee groups the payroll schedules for the ensuing school year. The Association representatives will be provided a TDE at District expense to attend meetings of this Committee when such meetings are scheduled during regular duty hours.
10. The Parties agree to continue the District's attendance/payroll time tracking system whereby all employees are required to log-in and log-out by using an individual magnetic employee identification swipe card/badge, by using a computer terminal and/or using some other identification time and attendance devices/procedures approved by the District when they arrive at and depart from their work location(s). Logging out and logging in for the employee's lunch period is temporarily suspended, but may be reinstated at any time by the District after giving prior notice to affected employees and the Association.
11. Employees do not receive a paper pay stub, but are able to access their payroll stub and other payroll information including their Federal W-2 annual earnings Statement by going to a District website and, after entering their user name and password, employees can view and retrieve their individual payroll information.
12. An AESOP represented employee who agrees to be assigned by his/her Principal to any supplemental position listed in Appendix B of the Collective Bargaining Agreement (CBA) between the District and the Palm Beach County Classroom Teachers Association (CTA) for which he/she is qualified as determined by the Principal and who can perform the duties of such supplemental position after his/her regularly assigned work hours, may be assigned to such position and paid the supplemental salary listed in Appendix B of the CTA/District CBA for that supplemental position upon the successful completion of the duties and responsibilities related to that supplemental position as determined by the Principal. Such employment for a supplemental position is separate and not a part of the employee's regular employment and time worked to fulfill the responsibilities of said supplemental position shall neither be paid at the employee's regular rate of pay nor count as overtime hours worked. It is understood that any such assignment may be terminated without recourse by the Principal at any time. It is further understood that the Principal may ask an AESOP represented employee to fill such supplemental position only after the Principal has determined that no CTA represented employee at the school is qualified to perform the responsibilities of that specific supplemental position or if no qualified CTA represented employee wishes to fill that supplemental position. Nothing herein requires the Principal to fill a CTA supplemental position with an AESOP represented employee. A list of these supplemental positions and corresponding salary categories can be viewed on the District's website in Appendix B of the CTA Collective Bargaining Agreement.
13. (a) A Principal-selected, school-based employee other than the School Treasurer, who agrees to fill the responsibilities of a "Document Custodian" will be paid an annual supplement of \$400.
(b) Two (2) Principal-selected, school-based employees who agree to fill the responsibilities of a "Health Room Designee" whose responsibilities include assisting in the absence of the School Nurse, will be paid an annual supplement of \$750 each.

ARTICLE 6 – COMPENSATION AND BENEFITS
SECTION A – PAY RATE SCHEDULE (cont'd)

- (c) Should the District determine that no employee at a work site is qualified to perform the responsibilities of the “Health Room Designee” or the “Document Custodian” supplemental position; or if no employee at that work site wishes to fill the supplemental position, the District may fill the position with personnel not in the AESOP bargaining unit. This determination shall be evaluated on an annual basis by the school site administrator.

14. BENCOR

- (a) Effective June 30, 2016 and thereafter, employees who have a minimum of ten (10) consecutive years of District service just before they are to receive terminal pay benefits and who are retiring/leaving the employment of the District or who are entering into DROP shall have such terminal pay benefits provided to them through the BENCOR National Government Employees Retirement Plan as adopted by the School Board in 1999.
- (b) Employees who are eligible to receive terminal pay benefits and who are retiring/leaving the employment of the District prior to June 30, 2016, shall not be covered under the BENCOR Plan.
- (c) The Department of Compensation and Employee Information Services will provide affected employees with information on eligibility, how the process works and its benefit to employees in this bargaining unit.

ARTICLE 6 – COMPENSATION AND BENEFITS

SECTION B – HEALTH, DENTAL, LIFE AND VISION INSURANCE

Effective January 1, 2024, the following provisions shall supersede all previous Articles/Sections regarding health/medical, dental, vision and life insurance benefits. This Section shall be included in each respective PERC recognized organization's Collective Bargaining Agreement or negotiated modifications hereto, upon ratification by each respective employee organization and approval of the School Board. During coalition negotiations for the 2024 calendar year, employee contributions towards premiums were increased by \$10.00 per pay period which equals \$20.00 per month.

1. (a) The District will provide a choice of benefits to eligible employees under a cafeteria plan hereinafter referred to as a "Flexible Benefits Plan."
- (b) Full-Time Eligible Employees: A full-time eligible employee is defined as a non-temporary employee who is in a regular established position and works six (6) or more hours per day.
- (c) Part-Time Eligible Employees: A part-time eligible employee is defined as a non-temporary employee in a regular part-time position who falls within one of the following two classifications:
 - a. Employee who works three and three quarter (3.75) or more hours, but less than six (6) hours per day and is included in the job classifications under the CTA Bargaining group or:
 - b. Employee who works four (4) or more hours per day, but less than six (6) and was hired prior to January 1, 2012 and remains continually employed in such position.

Any employee who is hired or rehired into a part-time position or transfers from a full-time into a part-time position on or after January 1, 2012, will not be eligible under this definition, except for those in the CTA bargaining group.

2. (a) Within the Flexible Benefits Plan, the District shall make available to each eligible employee an option of medical health plans. Such medical plans shall consist of a High Option Health Maintenance Organization (HMO) Plan, a Low Option HMO Plan and a Consumer Driven Health Plan (CDHP).

The medical plan enrollment choices include Low Option HMO Plan or the CDHP for the first eighteen (18) months of active eligible employment. Thereafter, any elected medical plan changes will be effective the first day of the plan year occurring at least eighteen (18) months after the date the employee became eligible for insurance coverage.

- (b) DENTAL PLANS: The District will also make available choices of dental plans, including a Managed Dental Plan and a Preferred Provider (PPO) Plan to be paid by the employee with pre-tax dollars through payroll deduction.
- (c) VISION PLAN: The District will also make available a vision plan to be paid by the employee with pre-tax dollars through payroll deduction.

ARTICLE 6 – COMPENSATION AND BENEFITS

SECTION B – HEALTH, DENTAL, LIFE AND VISION INSURANCE (cont'd)

- (d) **GROUP TERM LIFE INSURANCE:** Basic Term Life Insurance will be provided and paid by the District for eligible employees in the following amounts:
 - ▶ \$20,000 face value for full-time eligible employees.
 - ▶ \$10,000 face value for part-time eligible employees.

The Group Term Life Policy will include equal amounts of Accidental Death and Dismemberment (AD&D) coverage and will provide an employee a conversion right to an individual whole life policy directly with the life insurance carrier without the need for a physical examination if the employee ends his or her employment with the District. No other continuation or portability plans will be offered.

Eligible employees will be able to purchase additional term life and AD&D insurance if they enroll within thirty (30) days of their first date of hire at the same rates the Board pays in \$20,000 increments, up to \$100,000 or five (5) times their annual salary, whichever is less.

Employees who avail themselves of this option may also enroll their non-disabled spouse with one-half (1/2) the face value of the additional insurance the employee has opted to purchase. Such spousal coverage includes AD&D and may only be purchased in \$10,000 increments. If an employee's spouse is also an eligible employee, the employee is not eligible to purchase spouse optional life or AD&D and only one of the eligible employees may purchase group term life for their dependent children.

Employees who purchase additional term life insurance may also purchase coverage without AD&D for their non-disabled dependent children, who are under the age nineteen (19) or under age twenty-five (25) if the child is a student. Such dependent coverage will have two options:

- ▶ \$5,000 coverage on all dependent children over six (6) months of age, or
- ▶ \$10,000 coverage on all dependent children over six (6) months of age.

All voluntary group term life purchased coverage will be paid through payroll deduction and no medical questionnaire or physical exam need to be taken if the eligible employee enrolls within the first thirty (30) days of employment and not in excess of \$100,000 coverage. Rates for optional employee coverage will not be more than the rates that the District pays for the basic coverage described above.

Group Term Life Insurance coverage in excess of \$100,000 and enrollment during annual enrollment periods will require satisfactory proof of insurability by the insurance carrier.

- (e) **CLAIMS ADMINISTRATION:** An employee will be required to comply with any and all rules and regulations and/or limitations established by the carrier or applicable third party administrator and contained in the policy, and employees and their dependents shall look solely to such carrier or third party administration for the adjudication of the payment of any and all benefits claims.

- 3. The District has established a retirement program under IRS Code Section that defers taxation until retirement or other severance from employment and permits the employee to forfeit and allow the District to contribute each year all of his/her benefit dollars to this retirement plan. This program is called the Special Retirement Plan. At the option of the District, additional contributions may also be made by the District. Any contributions to the Special Retirement Plan shall be made as an employer contribution to such eligible retirement program. Account values under this Plan shall be available to the employee only as permitted under, and in accordance with applicable Federal and Internal Revenue

ARTICLE 6 – COMPENSATION AND BENEFITS
SECTION B – HEALTH, DENTAL, LIFE AND VISION INSURANCE (cont’d)

Service regulations governing such programs.

- 4. Contributions by the District to the Special Retirement Plan will not be considered for the purpose of computing overtime.
- 5. Those eligible employees who elect not to participate, as an employee or dependent, in any of the Medical Plans (High Option HMO, Low Option HMO or CDHP), and who complete an online election form indicating other medical coverage, will receive contributions to the Special Retirement Plan as follows:

- ▶ \$100.00 monthly for each full-time eligible employee.
- ▶ \$ 50.00 monthly for each part-time eligible employee.

- 6. (a) Effective January 1, 2024 and thereafter, the District will pay the following towards monthly medical insurance premium cost for employees enrolled in the High Option HMO Plan:

<u>Tiers</u>	<u>Full-Time</u>	<u>Part-Time</u>
Employee only	\$560	\$460
Employee plus children	\$830	\$700
Employee plus spouse	\$900	\$770
Employee plus full family	\$1,100	\$970

- (b) Effective January 1, 2024 and thereafter, the District will pay the following towards the monthly medical insurance premium cost for employees enrolled in the Low Option HMO Plan:

<u>Tiers</u>	<u>Full-Time</u>	<u>Part-Time</u>
Employee only	\$510	\$510
Employee plus children	\$780	\$750
Employee plus spouse	\$855	\$825
Employee plus full family	\$1,001	\$971

- (c) Effective January 1, 2024 and thereafter, the District will pay the following towards the monthly medical insurance premium cost for employees enrolled in the CDHP Plan:

<u>Tiers</u>	<u>Full-Time</u>	<u>Part-Time</u>
Employee only	\$390	\$390
Employee plus children	\$650	\$620
Employee plus spouse	\$690	\$660
Employee plus full family	\$830	\$800

- (d) In addition to the premiums funded above in (c), for each employee enrolled in the CDHP, the District will fund a Health Savings Account (HSA) for each employee who meets the eligibility criteria established by the IRS. It is the employee’s responsibility to elect and complete an enrollment process directly with the bank that administers the HSA offered through the District. Funding can only occur once the District receives confirmation from the bank that an account has successfully been opened. The District funding will be in the following monthly amounts:

ARTICLE 6 – COMPENSATION AND BENEFITS
SECTION B- HEALTH, DENTAL, LIFE AND VISION INSURANCE (cont’d)

<u>Tiers</u>	<u>Amount</u>
Employee only	\$60.00
Employee plus children	\$90.00
Employee plus spouse	\$90.00
Employee plus full family	\$120.00

- (e) The Parties agree to reopen coalition negotiations in 2024 on any additional premium increases and/or plan design changes for calendar year 2025. Coalition bargaining will begin no later than April 15th. The District agrees to be available for meetings on a monthly basis if requested by coalition members.
7. (a) All eligible employees may purchase through payroll deductions the following benefits with pre-tax dollars when legally eligible:
- ▶ The purchase of the insurance benefits of their choice from among a menu of pre-tax benefits, which include dental and vision plans for themselves and their eligible dependents. Eligible children may be enrolled until their 26th birthday.
 - ▶ Eligible employees who waive medical coverage or enroll in an HMO medical plan may also contribute pre-tax dollars to a medical Flexible Spending Account, and/or to a Dependent Care Flexible Spending Account through payroll deductions up to the maximums permitted by law.
 - ▶ Eligible employees, who enroll in a CDHP, may also contribute pre-tax dollars to a Health Savings Account and/or to a Dependent Care Flexible Savings Account through payroll deductions up to the maximums permitted by law.
- (b) Eligible employees may purchase other optional Benefits through payroll deductions with post-tax dollars such as medical coverage for children ages 26-30, Disability Income Protection and Optional Group Term Life Insurance. Optional Group Term Life Insurance may also be purchased for eligible dependents.
- (c) If an employee does not complete the required benefits enrollment process, including the completion of any and all enrollment forms or on-line process within 30 calendar days of employment or during required annual enrollment periods, he/she will automatically be enrolled in a default benefit plan (Low Option HMO with employee only coverage). If an employee does not submit all required dependent and/or domestic partner verification documents within 30 days of employment or during annual enrollment periods, the employee will be denied dependent and/or domestic partner coverage as applicable.
- (d) Premiums must be supported by an employee’s regular paycheck in order for an employee to be eligible to enroll in that specific benefit.
8. (a) The High Option HMO Plan will cover in-network physicians and hospitals with deductibles, co-payments and/or coinsurance.

The High Option HMO Plan will cover in-network physicians and hospitals with deductibles, copayments and/or coinsurance. The High Option HMO Plan is defined as an HMO with a primary care provider

ARTICLE 6 – COMPENSATION AND BENEFITS
SECTION B – HEALTH, DENTAL, LIFE AND VISION INSURANCE (cont’d)

office visit copay of \$30, a specialist office visit copay of \$40. For Primary Care and Specialist categories that are designated as Tier 1 providers, the above copays will apply.

For these same Primary Care and Specialist categories, the copay for non-tier 1 providers will be \$ \$40 for Primary Care and \$50 for Specialists. Other copays are as follows: an urgent care copay of \$50, an outpatient rehabilitation therapy copay of \$20 per visit, and a mental health and substance abuse outpatient copay of \$20 per individual session and a copay of \$15 per group session. Virtual office visits, where available, will have a copay of \$25. Emergency ambulance, in-patient hospitalization, outpatient surgery, approved durable medical equipment and diagnostic testing will have coinsurance of 10% after an annual deductible of \$400 individual/\$800 family. Emergency room expenses will have coinsurance of 15% after the \$400 individual/\$800 family deductible. Out-of-pocket maximums will be applied per policy language with an annual calendar year maximum of \$4,000 per individual and \$8,000 per family.

- (b) Prescription coverage in the HMO plans will require a separate \$100 annual deductible per individual with a maximum of \$200 per family as well as various copayments for Tier I, Tier II, Tier III and Tier IV prescriptions. There will be no annual deductible for mail order maintenance prescriptions. The carrier will determine tier placement of all drugs covered under the Outpatient Prescription Drug coverage. As of January 1, 2019, the standard Rx plan was implemented and it excluded Walgreens. Additionally, the following language was included in our Summary Plan Description (SPD):

Exclusions:

- ▶ A Prescription Drug Product that contains (an) active ingredient(s) available in and Therapeutically Equivalent to another covered Prescription Drug Product.
- ▶ A Prescription Drug Product contains (an) active ingredient(s) which is (are) a modified version of and Therapeutically Equivalent to another covered Prescription Drug Product.”

- (c) In the HMO plans, the prescription copay for up to a 30-day supply will be \$10 for Tier I prescriptions, \$30 for Tier II prescriptions, \$60 for Tier III prescriptions and \$100 for Tier IV prescriptions. Mail order will be available for 2.5 times the copays previously listed for up to a 90-day supply of maintenance prescriptions.

- (d) The Low Option HMO Plan’s copays are as follows:
A primary physician’s office visit copay of \$40, a specialist office visit copay of \$60. For Primary Care and Specialist categories that are designated as Tier 1 providers, reduced copays will apply. For these same Primary Care and Specialist categories, the copays for tier 1 providers will be \$30 for Primary Care and \$55 for Specialists. Other copays are as follows: an emergency room copay of \$250, an urgent care copay of \$75, an emergency ambulance copay of \$150. Virtual office visits, where available, will have a copay of \$25. In-patient hospitalization, outpatient hospitalization, approved durable medical equipment and diagnostic testing will have 20% coinsurance after a plan deductible. Out-of-pocket maximums for this percentage coinsurance will be applied per policy language with an annual calendar year maximum of \$6,000 per individual and \$12,000 per family. Outpatient rehabilitation therapy will have copays of \$35 per individual session and copays of \$25 per group session.

ARTICLE 6 – COMPENSATION AND BENEFITS

SECTION B – HEALTH, DENTAL, LIFE AND VISION INSURANCE (cont'd)

- (e) The Consumer Driven Health Plan (CDHP) will have in network and out of network coverage. The annual in-network deductible is \$3,000 individual/\$6,000 family with 30% coinsurance applying after satisfaction of deductibles. The in-network annual out-of-pocket maximums will be \$6,350 individual/\$12,700 family. The annual out-of-network deductible is \$4,500 individual/\$9,000 family with 40% coinsurance applying after satisfaction of the deductibles. The out-of-network annual out-of-pocket maximums will be \$10,000 individual/\$20,000 family. Pharmacy benefits are subject to medical deductible and coinsurance. Beginning January 1, 2019, the standard Rx plan will apply, which excludes Walgreens from in network coverage.

As part of the CDHP, a Health Savings Account (HSA) will be funded by payroll contributions in the amounts listed in 6 (d) above, for any eligible employee who activates an account. This HSA will be funded by the District.

- (f) Prior authorization and medical necessity programs as administered by the medical plan carrier or administrator for their fully funded plans apply.
9. An employee eligible for benefits is eligible to enroll his/her eligible domestic partner in the medical plan. An employee and his/her domestic partner must meet the following requirements in order to enroll in a medical plan:
- Must both be at least 18 years of age and mentally competent.
 - Must not be related by blood in a manner that would bar marriage under the law of the State of Florida
 - Must be considered each other's sole domestic partner and not married to or partnered with any other spouse, spouse equivalent or domestic partner.
 - Must have shared the same regular and permanent residence in a committed relationship for at least one year and intend to do so indefinitely.
 - Neither partner can have had another domestic partner at any time during the 12 months preceding this enrollment.
 - Must provide proof of registration with the Palm Beach County Clerk & Comptroller's Office.

A signed affidavit attesting to the above will be required by both partners as well as proof that both are financially interdependent and living together. Premiums will be paid on a post-tax basis and will be subsidized by the District to the same extent as other eligible employees; however, the amount of premium paid by the District towards dependent coverage for an employee's domestic partner will be considered imputed income and will be subject to Federal Withholding, FICA, Social Security and Medicare taxes. In other words, the premium for domestic partner benefits is the same as the premium for the Employee Plus Spouse option except that the domestic partner benefits premium will be taxed on a post-tax basis and any District-paid contribution will be taxed as imputed income to the employee as set forth above. A domestic partner is not considered a qualified beneficiary under COBRA. In those cases, when an employee elects to cover a domestic partner and any child (ren), including his/her own or the partner's child (ren), the employee will pay the premium of the Employee Only/Single premium option on a pre-tax basis. Additionally, premiums on a post-tax basis will be required for the domestic partner and/or partner and child (ren) set forth above.

ARTICLE 6 – COMPENSATION AND BENEFITS

SECTION B – HEALTH, DENTAL, LIFE AND VISION INSURANCE (cont'd)

10 (a) Payroll deductions for benefits will be made as follows:

- For employees on a 24 to 26-pay cycle, annual premiums will be spread equally over 24 pays.
- For employees on a pay cycle having fewer than 24 pays, annual premiums will be equally spread over 22 pays.
- For employees on other pay cycles, annual premiums will be spread as equally as possible over their pay cycle.

All premiums to medical, dental and vision benefits paid by employees shall be paid via the Section 125 Premium Conversion Plan, when legally allowed, i.e. with pre-tax dollars.

(b) Premiums must be supported by an employee’s regular paycheck in order for an employee to be eligible to enroll in that specific benefit.

11. The Parties agree that one member of each PERC certified District employee group identified above may serve as a participating and voting member on the District RFP committee any time the District seeks proposals on medical, dental and/or vision insurance for its employees. The District shall be entitled to a maximum of six representatives.

12. Any changes or modifications to the provisions under this Section shall be negotiated during regular coalition bargaining with all District PERC recognized Associations/Unions as provided herein. In addition to the limited re-opener provision contained in 6(e), all Parties agree that coalition negotiation may be reopened on all aspects of this Section in the event any of the following occurs:

- Whenever the Parties mutually agree to reopen negotiations on this Section; or
- Whenever more than three years (36 months) have lapsed since the Parties reopened negotiations and had the opportunity to negotiate on all aspects of this Section.

In the event the Parties fail to reach agreement during negotiations of this Section, the impasse process outlined in Florida Statutes Chapter 447 will be utilized to resolve any dispute or impasse.

13.(a) The effective date of the District’s insurance coverage for those employees who are less than twelve-month employees who are newly hired in August and are scheduled to work and are on a paid status at least fifteen (15) work days in August, will be September 1. New employees hired in August, but who are not scheduled to work and on a paid status at least fifteen (15) workdays in August will have their District insurance coverage effective October 1. Otherwise, benefits for benefit eligible employees will be effective on the first day of the month following thirty (30) continuous calendar days of employment.

(b) An employee who is not a twelve-month employee whose employment ends with the District at the end of any school year and who is on a paid status through the last day of his/her contract year will continue to be covered by the District’s insurances (except for term life and/or income protection insurances which end June 30) through July 31 of that calendar year provided the employee makes proper payment of his/her share of the insurance premiums through payroll deductions or other means of payment mutually agreed to by that employee and the District. Otherwise, benefits will end the last day of the month in which the employee’s active paid employment or FMLA leave with the District ends provided all

ARTICLE 6 – COMPENSATION AND BENEFITS
SECTION B- HEALTH, DENTAL, LIFE AND VISION INSURANCE (cont'd)

employee-required premiums are paid. Nothing herein shall be construed as denying any eligible employee from continuing his/her insurance(s) as provided under Federal COBRA rule and regulations. Notwithstanding any other provisions in the Contract, the provisions contained in this Section supersede any bargaining unit contract language relating to continuing insurance coverage for employees on an unpaid leave of absence.

14. Health Rewards with Outcomes

- (a) All parties are desirous of a program that allows partial premium discounts (within all legal parameters of IRS Section 125 plans and the Affordable Care Act). This Section spells out the program requirements, required dates for completion, and the corresponding dates for the premium discount to begin to apply.
- (b) An employee who is enrolled in a District medical plan, for which both the District and the employee are contributing toward the premium, is eligible to earn rewards. Each eligible employee and his/her covered spouse or domestic partner who actively participates in and completes the health reward required activities listed below between January 1 and August 31, will be eligible for an employee health rewards credit beginning with the first premium in the following January and continuing through the calendar year, as long as the employee remains eligible throughout this time period. The credit amounts are listed in section d below. Those described above, who complete the health rewards required activities after August, but on or before December 31 will be eligible for the health rewards credit beginning with the first premium in the following June and continuing through the calendar year, as long as the employee remains eligible during this time period.
- (c) All health care information and results remain confidential. Federal laws protect an individual's privacy. The School District will only be notified if an employee and/or his/her spouse/domestic partner has been awarded 100% for completing the required activities listed below.
- (d) Monthly credits for health rewards program completion depends on the tier of medical coverage in which the employee enrolls. For those employees on a twenty-six (26) annual pay cycle, the credit is as follows:
 - Employee Only Coverage \$50 per month
 - Employee plus Child(ren) \$50 per month
 - Employee plus Spouse \$25 per month for the employee and/or \$25 per month for Spouse/DP
 - Employee plus Family \$25 per month for the employee and/or \$25 per month for Spouse/DP

These monthly reward credits will be prorated for those on the other pay cycles so that the annual amounts are the same.

ARTICLE 6 – COMPENSATION AND BENEFITS

SECTION B – HEALTH, DENTAL, LIFE AND VISION INSURANCE (cont’d)

Required Activities

1. Biometrics measuring blood pressure, weight and height for BMI, fasting cholesterol (total and LDL) and fasting glucose  33%
2. Completion of the online Health Survey  33%
3. Meet 3 out of 5 of the targeted outcomes (see chart below)  34%

	Achieve Target Total Cholesterol Value	Less than 200 mg/dl
	Achieve Target Blood Pressure Value	Less than or equal to 140/90
	Achieve Target Body Mass Index (BMI) Value	Less than or equal to 27.5 Or a decrease of 2 points from the prior year BMI as measured from the District’s program
	Achieve Target LDL Cholesterol Value	Less than 130 mg/dl
	Achieve Target Blood Sugar Value	Less than 100 mg/dl

Biometric results may be reported by an in-network physician or in-network convenience care clinic on a personalized MD form which the employee/covered spouse or domestic partner must print prior to visiting his/her physician or convenience care clinic and ensure that it is completed, signed, and faxed to Optum at the fax number on the form. Additionally, it is the employee’s responsibility to review their completion status on the designated website within 45 calendar days of completion deadlines in order to have their claims of errors reviewed and/or corrected.

On-site biometric screenings will also be a method for employees/covered spouses or domestic partners to have their biometrics measured and reported. There will be no cost to employees/covered spouses or domestic partners for on-site biometric screenings.

Reasonable Alternatives

For those that do not meet 3 out of the 5 requirements above, a reasonable alternative in the form of a Telephonic Coaching Program will be available to earn their final 34%. These programs will take a minimum of 8-12 weeks to complete. Beginning in January 2020, an additional reasonable alternative choice may be provided and will be listed in the official rules published each year in the benefits section of the Risk and Benefits Management Department. The official rules for the Health Rewards Program will be published on the District’s employee website under the Department of Risk and Benefits Management. Additionally, there may be specific lifestyle programs offered as reasonable alternatives. There are some requirements that need to be met to be eligible for specific programs such as Real Appeal. These specific programs will only be allowed to be completed once by any covered member. Once an employee or covered dependent has taken either of these courses and received points towards the Health Rewards with Options program, they will not be eligible to receive credit for these programs in future years.

The plan time frame for completion is the entire calendar year for employees and their covered spouses/domestic partners to complete the Health Rewards requirements for the discount to apply at a specific point in the following calendar year.

- ➔ If the required activities are completed by August 31, the discount will start with the first premiums effective on or after the following January 1.

ARTICLE 6 – COMPENSATION AND BENEFITS
SECTION B- HEALTH, DENTAL, LIFE AND VISION INSURANCE (cont'd)

- ➔ If the required activities are completed by December 31, the discount will start with the first premiums effective on or after the following June 1.

In order to earn the premium reward discount anytime in a plan year, the employee will need to fully complete the Health Rewards required activities within the required time period in the prior plan year. If the employee also elects coverage for a spouse or domestic partner, the covered adult would also need to fully complete the required activities within the established time period in order for the premium reward discount to be awarded to the employee. Effective for the plan year 2021, the covered spouse or domestic partner will earn Health Rewards credit independently and separate from the employee.

Completion of all Health Rewards required activities resulting in an award of 100% would be necessary for the employee and/or a covered spouse or domestic partner.

- 15. Engagement/Greater Rewards with Next Steps
 - (a) During 2014 and thereafter, the District and its recognized Employee Unions and Associations agree to explore and implement other wellness rewards to encourage and support active employee participation in the District’s Health and Wellness efforts. It is agreed opportunities will be provided to help employees avoid any future financial penalties and to provide financial incentives to employees. It is also agreed that incentive requirements will change every few years and will be bargained two years in advance where practical.

In addition, the District and the Coalition Bargaining groups agree to meet 4 times throughout the year to discuss additional wellness initiatives and medical plan issues and design changes to understand and/or achieve a balance of benefits and cost containment. This will be accomplished in partnership with the District, its Employee Unions and Associations and the insurance providers to create intense communication efforts, community resource information, and support tools well in advance. The subject matter of the Committee will include, but is not limited to, the following issues:

- Programs providing employees with information on negotiated price, and the quality, of particular health care services provided by particular providers, together with incentives to obtain services from higher-value providers (“transparency”);
- The contractual provisions and financial performance of the District’s contract for pharmacy benefit management (“PBM”);
- The establishment and operation of one or more on-site or near-site clinics or health centers to serve District employees and dependents, operated under contract with the District;
- Wellness program design and administration, including requirements and incentives;
- Health plan benefit design, including but not limited to infertility diagnosis and treatment;
- Health plan utilization issues, including but not limited to potential over-utilization of urgent care, emergency room and C-section deliveries;
- Total well-being of employees and dependents, including financial stress and worksite environment;

ARTICLE 6 – COMPENSATION AND BENEFITS

SECTION B – HEALTH, DENTAL, LIFE AND VISION INSURANCE (cont'd)

- 24-hour physician access by telephone or computer (“telemedicine”).
- Onsite Employee Health Clinic

(b) The bargaining units agree that participation in the District’s Health Rewards Program is beneficial to the employee as it brings awareness to each member’s personal health situation and awareness is a first step to understanding healthy and effective lifestyle habits. To help increase participation, each bargaining unit agrees to work towards increasing participation through promotions and discussions at meetings as well as in newsletters, emails and other correspondence to their members. Each bargaining group will strive to increase participation by 10% beginning in 2020.

16. Tobacco Surcharge

Employees who use tobacco products will be required to pay an additional monthly surcharge of \$50 for their medical insurance. An employee who has used a tobacco product(s) anytime within the last 60 days will be considered to be a user of tobacco products. The tobacco surcharge (\$50 a month) will be enforced throughout the entire plan year unless the employee meets the requirements of the Affordable Care Act for a change in his/her status. Employees are required to complete an affidavit that indicates their status within 30 days of their hire date. Employees will be able to update their tobacco status between January 1, and October 15 of each year. Changes made during this period will apply for the entire next plan year. By choosing not to disclose tobacco status or by not completing the form, employees will be assessed the \$50 monthly default charge, the same as a tobacco user.

17. On-site Employee Clinic

The District has established an on-site health clinic, known as the District Occupational Clinic, or “DOC”, to be located adjacent to the Fulton-Holland Educational Services Center. The DOC provides primary health services for employees and any dependents covered under the District’s medical plan at lower co-pays. Due to the COVID-19 pandemic, the trial run for the clinic will be extended through Plan Year 2023. Use and outcomes will be examined at that time. For calendar year 2024, the co-pay will be \$10 per visit for employees and dependents enrolled in the HMO medical plans. For the same period, those employees and dependents enrolled in the CDHP medical plan will have a cost share of \$25. This amount must be an amount equal to fair market value as required by the IRS.

Pre-employment and random drug testing as well as CDL and other required employee physicals will be handled through the clinic at the discretion of the District.

ARTICLE 6 – COMPENSATION AND BENEFITS

SECTION C – EDUCATIONAL INCENTIVE AWARDS

AESOP eligible employees shall be entitled to annual Educational Incentive Awards (EIAs) in accordance with the following schedule. It is understood that these EIAs will only continue so long as the employee continues to give superior services and continues to periodically take refresher courses earned during time of employment with the District:

Level I – Basic Award

A.

- High School Diploma and;
- Two (2) consecutive years of employment with the District, and
- Course work from an accredited college demonstrated by the completion of six (6) semester hours/nine (9) quarter hours, or two (2) or more certificates from courses from an Adult, Community, Technical or Vocational Education facility the total of which shall be no less than forty-eight (48) hours of job-related subjects, and
- Sixty (60) District In-service Points

Educational incentive award: \$200.00

B.

- High School Diploma and;
- Three (3) Consecutive Years Employment with the District, and
- One (1) year of course work from an accredited college demonstrated by the completion of thirty (30) semester hours/forty-five (45) quarter hours, or five (5) or more certificates from an Adult, Community, Technical or Vocational Education facility, the total of which shall be no less than one hundred twenty (120) hours of job-related subjects, and
- Seventy-five (75) District In-service Points

Educational incentive award: \$300.00

Level II – Standard Award

- High School Diploma and;
- Five (5) years consecutive employment with the District and,
- Two (2) years of course work from an accredited college demonstrated by the completion of sixty (60) semester/ninety (90) quarter hours or ten (10) or more certificates from an Adult, Community, Technical or Vocational Education facility, the total of which shall be no less than two hundred forty (240) hours of job-related subjects, and
- Ninety (90) District In-service Points

Educational incentive award: \$400.00

ARTICLE 6 – COMPENSATION AND BENEFITS
SECTION C – EDUCATIONAL INCENTIVE AWARDS (cont’d)

Level III – Advanced Award

A.

- High School Diploma and;
- Seven (7) consecutive years employment with the District and,
- Three (3) or more years of course work from an accredited college demonstrated by the completion of ninety (90) semester hours/135 quarter hours, or ten (10) or more certificates from an Adult, Community, Technical or Vocational Education facility, the total of which shall be no less than two hundred forty (240) hours of job-related subjects, and
- One hundred twenty (120) District In-service Points

Educational incentive award: \$500.00

Level III – Advanced Award

B.

- High School Diploma, and
- Ten (10) consecutive years of employment with the District, and
- Four (4) years of course work from an accredited college demonstrated by the completion of one hundred twenty (120) semester hours/one hundred eighty (180) quarter hours, or twenty (20) or more certificates from an Adult, Community, Technical or Vocational Education facility, the total of which shall be no less than four hundred eighty (480) hours of job-related subjects, and
- One hundred fifty (150) District In-Service Points

Educational Incentive Award: \$600.00

Level IV – Professional Award

- AESOP eligible employees who have earned the designation “Certified Administrative Professional (CAP)” or the designation “Certified Administrative Professional in Organization Management (CAP-OM)” will be paid an annual Educational Incentive Award of six hundred dollars (\$600.00).
- AESOP eligible employees who have earned an Associate Degree from an accredited college or university whose Associate Degree is directly related to the employee’s primary job assignment or to another position in the District will be paid an annual Educational Incentive Award of one thousand dollars (\$1,000.00).
- AESOP eligible employees who have earned a Bachelor’s Degree from an accredited college or university whose Bachelor’s Degree is directly related to the employee’s primary job assignment or to another position in the District will be paid an annual Educational Incentive Award of one thousand five hundred dollars (\$1,500.00).

An employee eligible to receive a larger Educational Incentive Award is no longer eligible to receive a smaller Educational Incentive Award except when an employee is eligible to receive both an award for having earned a CAP or CAP-OM and another lower Level Educational Incentive Award. In such cases, the eligible employee will receive both awards if the CAP or CAP-OM is obtained and the employee is also receiving a Level I, II, or III, but not a Level IV Award.

ARTICLE 6 – COMPENSATION AND BENEFITS
SECTION C- EDUCATIONAL INCENTIVE AWARDS (cont'd)

APPLICATION AND MAINTAINING PROCESS:

When initially applying for an Educational Incentive Award (EIA) or when applying for higher Level EIA, the employee shall submit a completed incentive Award Application via PeopleSoft Self Service and forward all original college/university transcripts or other official documentation to “Educational Incentive Awards in care of the Department of Compensation and Employee Information Services” no later than June 30th. The District will review and verify all submitted transcripts and/or other documentation to determine if the employee is eligible to receive an EIA and if so, at what Level. Payments of all approved EIAs will be made in a single payment to each eligible employee in November.

To maintain any of the above Educational Incentive Awards (EIAs) each year, fifteen (15) District in-service points must be earned each year. The employee shall annually submit a completed Incentive Award Application via PeopleSoft Self Service no later than June 30th. The District will verify/validate that the employee has earned the required fifteen (15) in-service points to maintain his/her EIA.

GRANDFATHERED EIAs:

- a. AESOP eligible employees who were paid the Level IV Educational Award of either one-thousand dollars (\$1,000.00) or one-thousand five hundred dollars (\$1,500.00) in November of 2011 for having either an Associate or Bachelor’s Degree in a career field available to District employees will remain eligible to continue to receive this Educational Incentive Award in a single payment in November provided they continue to earn fifteen (15) District in-service points each school year beginning with the 2011-2012 school by submitting a completed Incentive Award Application form via PeopleSoft Self Service no later than June 30th. The District will verify/validate that the employee has earned the required fifteen (15) in-service points to maintain his/her EIA
- b. AESOP eligible employees who were paid the previous Level IV supplement allowance of \$600.00 in November of 2004 will remain eligible to continue to receive this annual Educational Incentive Award of \$600.00 in a single payment in November provided they continue to earn fifteen (15) District in-service points each school year beginning with the 2004-2005 school year no later than June 30th. The District will verify/validate that the employee has earned the required fifteen (15) in-service points to maintain his/her EIAs.

AESOP AWARDS COORDINATOR:

Up to and including June 30, 2016, the current AESOP Awards Coordinator will continue to receive an annual (July-June) supplement of eight hundred dollars (\$800). The Coordinator will assist the District in verifying/validating in-service points and/or other clerical/communications responsibilities that may be assigned by the Department of Compensation & Employee Information relating directly or indirectly to awarding EIAs. It is understood that these duties are to be conducted outside of the Awards Coordinator’s regular working hours. The District will determine if it will continue to provide this supplement after June 30, 2016.

ARTICLE 6 – COMPENSATION AND BENEFITS

SECTION D – IN-COUNTY TRAVEL

The Board agrees to reimburse employees of the bargaining unit for approved travel under Article 3, Section E 5 at the rate provided by Florida Law and State Board of Education rules.

SECTION E – EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Board will provide an Employee Assistance Program (EAP) to provide employees with the benefits, training, and services of the EAP as contracted for by the District.

SECTION F – AFTER SCHOOL CARE CHILD DISCOUNT

As a benefit of employment with the District, all full-time AESOP-bargaining unit employees who properly enroll their child(ren) in a District After School Child Care Program and who are not already eligible to receive any kind of discount will receive a 25% discount on the hourly rate charged by these Programs to the general public. Employees already eligible to receive anyother discount will not receive a total discount of more than 25%. This employee discount is only for hours of Before-School and After-School Programs operating on regular student attendance days and do not apply to Professional Development Days (PDDs), In-Service Days, Teacher Work Days or on days these After School Child Care Programs are not operating. Provisions of this paragraph will be implemented no later than forty-five (45) days after this Agreement is adopted by the School Board.

AESOP Salary Schedule

APPENDIX A

SALARY SCHEDULE ¹

Pay Rates by Job Level

Effective January 1, 2024

Days	Hours	6		7		8		9		10		11		12		13		14		15		Days
		Min	Max																			
182	6	16,543	27,180	17,081	29,146	17,636	31,265	18,209	33,536	18,801	35,993	19,972	38,614	22,080	41,453	24,122	44,511	26,371	47,775	28,839	51,270	182
182	8	22,058	36,240	22,775	38,861	23,515	41,686	24,279	44,714	25,068	47,980	26,630	51,485	29,440	55,270	32,163	59,347	35,162	63,700	38,452	68,360	182
190	8	23,028	37,833	23,776	40,569	24,549	43,518	25,346	46,680	26,170	50,100	27,800	53,748	30,734	57,700	33,576	61,956	36,708	66,500	40,143	71,364	190
193	8	23,391	38,431	24,151	41,210	24,936	44,205	25,747	47,417	26,583	50,891	28,239	54,596	31,219	58,611	34,106	62,934	37,287	67,560	40,777	72,491	193
196	8	23,755	39,028	24,527	41,880	25,324	44,892	26,147	48,154	26,997	51,682	28,678	55,445	31,704	59,522	34,637	63,912	37,867	68,600	41,410	73,618	196
206	8	24,967	41,019	25,778	43,986	26,616	47,183	27,481	50,611	28,374	54,319	30,141	58,274	33,322	62,559	36,404	67,173	39,799	72,100	43,523	77,374	206
216	8	26,179	43,010	27,030	46,121	27,908	49,473	28,815	53,067	29,752	56,955	31,605	61,103	34,940	65,585	38,171	70,434	41,731	75,600	45,636	81,130	216
226	8	27,391	45,002	28,281	48,256	29,200	51,764	30,149	55,524	31,129	59,592	33,068	63,931	36,557	68,632	39,938	73,695	43,663	79,100	47,749	84,886	226
12 mo	8	31,512	51,772	32,536	55,516	33,593	59,551	34,685	63,877	35,812	68,557	36,976	70,204	38,178	71,850	41,710	77,119	45,635	82,779	49,900	88,822	12 mo

¹ Salary Schedule changes to reflect:

- Increase such that at least 3.25% progression between range minimums
- Increase 5% pay range maximums

APPENDIX B – MOU FINGERPRINTING

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL DISTRICT OF PALM BEACH COUNTY
AND
THE ASSOCIATION OF EDUCATIONAL SECRETARIES AND OFFICE PROFESSIONALS (AESOP)**

The aforementioned Parties, by the signatures of their respective representatives below, agree this 9th day of February, 2006 to the following concerning the re-fingerprinting of employees as required by Senate Bill 2986.

1. The Parties recognize that the Florida Legislature enacted and the Governor signed into law Senate Bill 2986 during the 2004 Legislative Session. This law, effective July 1, 2004, requires all public education employees to be re-fingerprinted with such prints to be reviewed and maintained by the Florida Department of Law Enforcement (FDLE) with an initial review of each set of prints by the Federal Bureau of Investigation (FBI) with a follow-up review by the FBI every five years thereafter.
2. This agreement affects only employees who are required to be re-fingerprinted by the State on or after July 1, 2004 and does not apply to the initial costs of fingerprinting of applicants seeking employment with the District either before or after July 1, 2004.
3. The District will assume all initial costs of re-fingerprinting for all impacted employees of the District, i.e., the District's administrative cost, the cost of the initial fingerprint check with the FDLE, and the cost of the initial fingerprint check with the FBI.
4. Beginning in the fall of the FY immediately following the FY during which the affected employee is re-fingerprinted and each year thereafter, each affected employee will assume the annual maintenance fee charged by the FDLE and every five (5) years thereafter, the fee charged by the FBI. Payroll deductions will be used by the employee to make these payments.
5. This agreement does not affect applicants who are seeking employment with the District, except they will be subject to the maintenance fees set forth in paragraph 4 above in the event they become employees of the District on or after July 1, 2004.
6. The Parties agree that employees represented by AESOP who were employees of the District before July 1, 2004, and who remain employees of this District without a break in service into the 2008-2009 fiscal year will not be subject to re-fingerprinting until the 2008-2009 fiscal year and will not be required to start paying the maintenance fees set forth in paragraph 4 above until the Fall of 2009. The Parties further agree that impacted AESOP represented employees may be required to travel a reasonable distance to a location other than their regular work site to be re-fingerprinted during the 2008-2009. To the extent possible and within reason any travel time to and from the re-fingerprinting site will be scheduled during the employee's regular working hours; however, any scheduled travel expenses will be borne by the employee.

APPENDIX C – AESOP JOB CLASSIFICATION SCHEDULE

AESOP - Classification Schedule

Bargaining Group ‘A’

This group includes, but is not limited to, Administrative Assistants, Office Support Staff, Accounting Clerks & Technicians, Media Clerks, Data Processors, School Treasurers, Paraprofessionals I, and Human Resources Technicians.

Job Code	Job Classification Grade Level Order	Pay Grade
31230	Asst Behavioral/Phys Needs I	6
31130	Asst Para I / Elem Title I	6
31170	Asst Para I / High Title I	6
31150	Asst Para I / Middle Title I	6
30920	Asst Paraprofessional I	6
31440	Clerk Video Library	6
30935	Liaison Parent/Fam Invmt I	6
32740	Operator Scanner I	6
30925	School Monitor I	6
34780	Tech Info Support I	6
31180	Clerk Accounting I	7
31200	Clerk Accounting II	7
31320	Clerk Media I	7
31360	Clerk Media Orders I	7
31380	Clerk Media Orders II	7
93310	Counselor AfterSchool	7
32760	Operator Scanner II	7
32560	Operator Tech Operations	7
33080	Receptionist Purchasing	7
34800	Tech Info Support II	7
35260	Tech Media Automation I	7
35280	Tech Media Automation II	7
35700	Tech Purchasing Help Desk	7
31410	Assistant Office Support I	8
31420	Assistant School Office	8
31421	Assistant School Office (Attd)	8
31220	Clerk Accounting III	8
31340	Clerk Media II	8
32480	Operator Bindery	8
32600	Operator Tech Ops Senior	8

AESOP – Classification Schedule

Bargaining Group ‘A’

This group includes, but is not limited to, Administrative Assistants, Office Support Staff, Accounting Clerks & Technicians, Media Clerks, Data Processors, School Treasurers, Paraprofessionals I, and Human Resources Technicians.

Job Code	Job Classification Grade Level Order	Pay Grade
33920	Tech Benefits Support	8
34140	Tech Claims	8
35780	Tech Records I DMS	8
31430	Assistant Office Support II	9
31080	Attendant PBX Console Info	9
31300	Clerk Account Print Svc IV	9
31260	Clerk Accounting DMS IV	9
31240	Clerk Accounting IV	9
31280	Clerk Accounting/Payroll IV	9
31400	Clerk Medical Records	9
31350	Clerk Planning Information I	9
31720	Data Processor I	9
91300	Facilitator ESOL Comm Lang	9
33940	Tech Benefits I	9
34300	Tech Data Control	9
32620	Tech Operations Technician I	9
35720	Tech Purchasing I	9
35800	Tech Records II DMS	9
31370	Clerk Planning Information II	10
31740	Data Processor II	10
90000	Educator Client Resource	10
32860	Operator Digitl Image Dupl I	10
32900	Processor Tech Reports	10
36320	Rep Trans Customer Svc	10
33960	Tech Benefits II	10
34820	Tech Info Support Senior	10
34980	Tech Lib Med Svc Help Desk I	10
32200	Tech Operations Technician II	10
35740	Tech Purchasing II	10
35820	Tech Records Senior	10
35510	Tech Research Eval & Assmt	10
36140	Treasurer School I	10

AESOP – Classification Schedule

Bargaining Group ‘A’

This group includes, but is not limited to, Administrative Assistants, Office Support Staff, Accounting Clerks & Technicians, Media Clerks, Data Processors, School Treasurers, Paraprofessionals I, and Human Resources Technicians.

Job Code	Job Classification Grade Level Order	Pay Grade
90400	Admin Assistant Comm School	11
33440	Admin Assistant Non-Conf I	11
31390	Clerk Planning Information III	11
32880	Operator Digtl Image Dupl II	11
32080	Schdlr Instr TV Stn Traffic	11
33780	Tech Accounting Instr Mat	11
33980	Tech Benefits III	11
35670	Tech Capital Assets	11
34260	Tech Constr Purchasing III	11
35470	Tech Human Resources I	11
35000	Tech Lib Med Svc Help Desk II	11
35300	Tech Media Automation St	11
32660	Tech Operations Technician III	11
33235	Tech Police Security I	11
35680	Tech Purchasing Coding	11
35760	Tech Purchasing III Senior	11
35940	Tech User Support I	11
36160	Treasurer School II	11
30480	Analyst Info & Appl Support	12
30900	Asst Distributed Technician	12
62000	Asst Instr Technical Support	12
33710	Asst Technical UBC Inspection	12
31960	Foreperson Printing Svc	12
32920	Processor Tech Reports Sr	12
33720	Tech Accounting	12
33800	Tech Accounting Payroll	12
33860	Tech Accounts Payable I	12
33900	Tech Benefits Data	12
34000	Tech Benefits Senior	12
33740	Tech Capital Budget I	12
34160	Tech Claims Senior	12
34660	Tech FTE Field Support I	12
35490	Tech Human Resources II	12

AESOP – Classification Schedule

Bargaining Group ‘A’

This group includes, but is not limited to, Administrative Assistants, Office Support Staff, Accounting Clerks & Technicians, Media Clerks, Data Processors, School Treasurers, Paraprofessionals I, and Human Resources Technicians.

Job Code	Job Classification Grade Level Order	Pay Grade
34920	Tech Internal Accounts I	12
35320	Tech Media Orders	12
35080	Tech Operations Technician Sr	12
33245	Tech Police Security II	12
35840	Tech Retiree Insurance	12
35960	Tech User Support II	12
33470	Admin Assistant Non-Conf 2	13
30230	Analyst Cobra/TSA Benefits	13
30670	Analyst Statistical	13
33260	Emergency Comm Operator	13
33830	Tech Account Payroll Sr	13
33840	Tech Accounting Senior	13
33880	Tech Accounts Payable II	13
33760	Tech Capital Budget II	13
35770	Tech Constr Purchasing Sr	13
34610	Tech Federal Grant	13
34620	Tech Financial Data Control	13
34650	Tech Fiscal Compliance	13
34665	Tech FTE Field Support II	13
35570	Tech Human Resources III	13
34940	Tech Internal Accounts II	13
35350	Tech Migrant Prog Title I Grt	13
35330	Tech Multicultural Ed Grant	13
33255	Tech Police Security III	13
35600	Tech Pre K Grant	13
36330	Tech Risk Management	13
34670	Tech Trans Dept Emp Svc	13
30730	Analyst Bus Track&Compliance	14
33280	Emergency Comm Shift Leader	14
33530	Spec Off Support E&C Srvcs	14
33750	Tech Capital Budget III	14
33885	Tech Accounts Payable III	14
35630	Tech Human Resources Sr	14
34945	Tech Internal Accounts III	14
62070	Tech Secondary Technology Supp	14
33300	Emergency Comm Supervisor	15

