School District of DeSoto
School Board Action
May 12, 2026
APPROVED

AGREEMENT

BETWEEN THE

DESOTO COUNTY EDUCATORS' ASSOCIATION
Educational Staff Professionals (ESP)

AND THE

SCHOOL BOARD DESOTO COUNTY

EFFECTIVE JULY 1, 2025

THROUGH JUNE 30, 2028

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PREAMBLE

The School Board of DeSoto County (SBDC), herein after referred to as the Board, and the DeSoto County Educators Association (DCEA), herein after referred to as the Association, recognize and declare that providing a quality education for the students of DeSoto County is their mutual goal, that the welfare and morale of the district's non-instructional employees, herein after Educational Staff Professionals (ESPs) play an important part in meeting this goal. The Board and the Association agree to negotiate in good faith. Within this Agreement, the Board and Association reach certain understandings which are set forth in the following articles.

DEFINITIONS

ADDRESS	The mailing address of an employee provided by the employee to the Board.
ADMINISTRATION/ ADMINISTRATOR(S)	School District personnel as defined by section 1012.01(3), *Florida Statutes*.
BOARD/EMPLOYER	The School Board of DeSoto County, Florida, or its designee.
CONFIDENTIAL EMPLOYEES	Defined by Florida Statute and/or PERC whichever is applicable, wherever applicable.
CONTINUOUS SERVICE	Non-interrupted service to the DeSoto County School System from the first day of service to any implementation of this agreement. Absence from service by an approved School Board leave shall not be deemed an interruption in continuous service.
COST CENTER	Each individual work site for which the DeSoto County School Board is responsible.
DOE	Florida State Department of Education.
EMPLOYEE	A member of the bargaining unit as defined by PERC Certification No. 1890, attached as Appendix 1.
GRIEVANCE	An alleged violation, misinterpretation, or misapplication of any provision of this Agreement.
GRIEVANT	An employee, group of employees, or the Association.
EMERGENCY	An immediate/sudden unplanned situation that requires immediate attention to provide a safe environment for students or the employee(s).
HE/HIS/HIM	Whenever the masculine gender is used in the Agreement, it shall also include the feminine gender and vice versa.
BREAK IN SERVICE	A break in service occurs when an employee resigns, is terminated or otherwise stops working for the district for a period of one-year months or longer.
MAY	Used to denote a contingency, purpose or result which is optional or discretionary.

PARAPROFESSIONAL(S)	Unit employees holding positions as aides/teaching assistants. The terms are interchangeable as long as they do not modify any substantive provision of the Agreement.
PARTIES	Includes both the School Board and Union (DCEA).
PERC	The Florida Public Employees Relations Commission.
PRINCIPAL/DIRECTOR/ SUPERVISOR	The chief administrator of a school/Cost Center or that person's designee.
REASSIGNMENT	The moving of an employee from one position in a classification to a different position in the same classification, or to a different position in a different classification having the same pay grade, regardless of the location of the position.
REGULAR WORKWEEK	The regular workweek shall be Monday through Friday unless otherwise indicated in the Agreement. Any change in the regular workweek shall require that both parties mutually agree to such change(s) and provide at least 30 calendar days of notification.
RELATIVE	Relative means an individual who is related to the employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister.
IMMEDIATE FAMILY	Immediate Family is defined differently in different circumstances; consult the Employee Handbook or collective bargaining agreements for applicable definitions.
REPRIMAND	Any action taken by an administrator against an employee which culminates in written documentation being placed in the employee's personnel file.
SCHOOL CLAENDAR	The School Calendar as adopted by the Board.
SCHOOL YEAR	The regular school year for employees covered under this contract will be determined by job category.
SENIORITY	Continuous employment with the School Board of Desoto County measured from the most recent date of hire regardless of transfers or new positions.
SHALL	Used to denote command, compulsion or inevitability.
SUPERINTENDENT	The Superintendent of Schools or that person's designee.

TRANSFER	The movement of the employee to a different Cost Center.
UNION/DCEA/ASSOCIATION	The DeSoto County Educators' Association.
WILL	Used to denote probability or expectation; likelihood.
WORKDAY	A duty day of the employee unless otherwise indicated in this agreement.

ARTICLE 1

RECOGNITION

Section 1 The School Board of DeSoto County (Board), Florida, recognizes the DeSoto County Educators' Association (Union) as the exclusive collective bargaining representative of the appointed employees in the bargaining unit certified by the **Florida Public Employees Relations Commission** in Case No. RC-2016-003**, Certification No. 1890**. (Appendix 1)

Section 2 The Union recognizes that the Superintendent or his/her designee is the collective bargaining representative of the Board. The Union and the Board mutually recognize that bargaining is conducted solely and exclusively by the representatives as defined in Section 1 of this Article.

Section 3 This Agreement constitutes the full and complete commitments between both parties and may be altered, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.

Section 4 Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be automatically modified by mutual agreement of the parties to the extent that it violates the law; but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the modified provision.

Section 5 All rights, privileges and benefits granted to the Association in this agreement shall pertain exclusively to the Association so long as it remains the certified bargaining agent. No other organization representing or claiming to represent members of the above defined bargaining unit shall be allowed the rights, privileges and benefits provided to the Association by this Agreement.

ARTICLE 2

PURPOSE

Section 1 It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relations between the parties hereto and to provide an orderly and amicable means of resolving any misunderstanding or differences which may arise as a result of implementing this Agreement.

Section 2 It is understood that the Parties are engaged in furnishing essential public educational services which vitally affect the educational needs, health, safety, comfort and general well-being of the children of DeSoto County and the public at large; that the Union represents professional employees who have a vital interest in educational excellence; and that both Parties recognize the need for continued, reliable service to the children and public of DeSoto County.

Section 3 Each Party shall bear the full cost of its participation in collective bargaining sessions and grievance and arbitration hearings.

ARTICLE 3

BARGAINING

A. Bargaining Process

Section 1 Scope

The subject of collective bargaining between the Board and the Union shall be wages, hours, terms and conditions of employment of the employees.

Section 2 Procedures

The Superintendent, or designee, and the Union shall meet at reasonable times to negotiate in good faith and to execute a written contract with respect to agreements reached concerning the terms and conditions of the employee or the employees. Section 447.203 (14), *Florida Statutes*.

Section 3 Agreement

a. Upon completion of collective bargaining between the Superintendent, or designee, and the Union, the collective bargaining agreement shall become binding only after it has been ratified by the bargaining unit and approved by the Board at a regularly scheduled meeting. Section 447.309 (1), *Florida Statutes*.

b. The School Board agrees to print 10 copies. After a contract is ratified by the Employee unit and Board approved, the District will have 30 calendar days to upload the new contract to the District Website. Upon notice that the contract is not posted, the union will notify the District in writing. The District will remedy the situation in 20 school days from the date of notification.

Section 4 Resolution of Impasse

a. **Mediation**

In the event that an impasse is reached by the parties during the course of negotiations, either Party may direct a request to the Federal Mediation and Conciliation Services (FMCS) setting forth the date the impasse was reached and a statement as to the nature of the item or items at impasse. Both Parties agree to meet with the mediator selected according to the rules of

the FMCS and to attempt to reach agreement by good faith negotiations as rapidly as possible. Section 447.403 (1), *Florida Statutes*. Should the FMCS decline to assert jurisdiction over a dispute, either Party may request a mediator from the PERC. In the event that mediation fails to resolve the impasse or a collective bargaining agreement is not reached, the impasse may go to a Special Magistrate. Sections 447.403, 447.405, 447.407, and 447.409, *Florida Statutes*.

b. **Special Magistrate**

Use of a Special Magistrate shall be in accordance with applicable law. Sections 447.403, 447.405, 447.407, and 447.409, *Florida Statutes*.

Section 5 Authority to Declare an Emergency

A. According to Florida Statute, the School Board may declare an emergency in cases in which one or more schools in the district are failing or in danger of failing and negotiate special provisions of its contract with the appropriate bargaining units to free these schools from contract restrictions that limit the schools' ability to implement programs and strategies needed to improve student performance.

B. **LAW SUPERSEDES THIS AGREEMENT:** This Agreement, or any part thereof, shall not be interpreted so as to abridge or in any way usurp the authority and power of the Board as established by constitutional provisions of the State Board of Education regulations or statutes existing at the time of this Agreement. And further, the Board shall be relieved of compliance with any term or conditions of this Agreement if such compliance is contrary to any constitutional provision or State Board of Education Regulations or statutes in effect prior to the signing of this Agreement.

C. **CONSTITUTES ENTIRE AGREEMENT:** This Agreement and any subsequent amendments by ratified memoranda constitute the entire agreement between the parties with respect to wages, hours, and terms and conditions of employment for all unit members. Any policy, procedure, guideline, handbook, or administrative directive in conflict with the provisions of this contract, that section (item) shall be null and void.

ARTICLE 4

MANAGEMENT RIGHTS

A. It is the right of the Board to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operation. It is also the right of the Board to direct its Employees, take disciplinary action for proper cause, and relieve its Employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude Employees or their representatives from raising grievances should decisions on the above matters have the practical consequences of violating the terms and conditions of this collective bargaining Agreement.

ARTICLE 5

UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS

Section 1 Employer Information

The Board agrees to furnish to the Union available public information concerning the financial resources of the District. If production of copies is required to provide such information, the Union will bear the expense at the rate of 15 cents per page, if printed; there will be no copying costs for documents produced electronically. Research and redaction costs are additional, to the extent the time required to gather and redact the documents exceeds 30 minutes.

Section 2 Payroll slots

a. The Board is prohibited from any involvement in the collection of dues, collection of fines, penalties, or special assessments levied or attempted to be levied upon its employees by the Union, its officers, agents, or members.

b. 403b slot for Suncoast to go along with 457 plans.

Section 3 Union Meetings and Activities

a. Upon ratification of the Agreement, the Union shall have the authority and the Board shall approve release time for all bargaining unit members to be provided a contract briefing while they are in a duty status. This shall be accomplished at a time when students are not in attendance or at another mutually agreeable date and time schedule.

b. Any person(s) affiliated with the Union shall secure permission from the principal/supervisor/designee before conducting any business on school premises.

Section 4 Union Activities at Work Locations

a. The Union representative shall be allowed to conduct Union Business in accordance with section 447.509, *Florida Statutes*, provided that:

1) Upon arrival at the Cost Center such representative shall first report to the principal/supervisor/designee to announce his presence.

2) The representative shall conduct such visits in a manner which does not interfere with or interrupt the instructional program or interrupt

3) the instructional program or classroom activities and duties of any employee.

a. The Union shall have access to internal mail distribution within buildings as provided by the principal/supervisor or director of the respective Cost Center. Public address systems and other means of communications which are available within the cost center may be utilized for purposes of announcements provided that all announcements are first reviewed by the appropriate administrator. With the exception of material that is personal in nature, the principal/supervisor shall receive a copy when this distribution system is utilized.

Section 5 Inter-School Mail

The Union shall have the right to use the inter-school mail facilities, district email system, and school mail boxes for the distribution of material relating to Union business with the following stipulation:

a. The Union shall hold the School Board and its employees harmless from any fees, fines, penalties and possible litigation that may result from the exercise of this privilege.

Section 6 Time For Union Representatives

The DCEA President or designee will be relieved from duty at times mutually agreed to by the Parties in order to carry out those responsibilities associated with this Agreement. While it is agreed that this time shall be made available, it is recognized that future implementation shall be dependent upon individual and site schedule requirements. It is also recognized that from time to time, situations may arise which may, by mutual agreement, require situational release time beyond the scheduled time provided for above.

a. Whenever possible, and with the agreement of the principal/supervisor/designee, the DCEA President or designee will be relieved from non-instructional duties.

b. A total of ten (10) days release time, per year, shall be made available for the DCEA President and/or designee to attend Union/Educational seminars without loss of pay. Use of those days must be pre-approved in writing by the Superintendent.

Section 7 Office Space and Equipment

a. The employer agrees to provide space as available at each site for a file cabinet so as to protect the confidentiality of Union records.

b. The employer agrees to provide the Union representative at each site use of a file cabinet and computer if these are available.

c. Availability determinations shall be made by the principal/supervisor/designee.

Section 8 **Bulletin Boards**

The employer shall provide bulletin board space for the Union, for the purpose of posting Union information. The size shall be at least 9 square feet. The location shall be mutually-agreed upon by the building administration and the Union.

Section 9 **Information from the Board**

a. The Board shall provide notice of vacancies through the School Board's website, as such vacancies arise.

b. The Board shall provide the Union access through the School Board's website to a complete set of School Board Rules, Regulations and policies, and changes thereof.

c. The Board shall provide the Union President through the School Board's website access to the minutes, agenda and requested attachments for all School Board meetings.

Section 10 **Right to Representation**

a. If disciplinary action is to be the topic of discussion between the employee and his supervisor and/or other management officials, the employee shall be so advised and that he is entitled to Union representation if he so desires. It shall be the employee's responsibility to notify the Senior Representative of the scheduled meeting. If a request for representation is made, it shall be honored.

b. The Union retains the right to represent all employees of the bargaining unit consistent with applicable statutes.

c. When an employee is requested to attend an interview for the record with the Department of Children and Families or law enforcement, as a result of allegations of improper employee conduct that may result in discipline or discharge, the employee has the right to request and be represented by a Union representative or attorney at his own expense.

Section 11 **Exclusivity Clause**

Only the exclusive bargaining agent, DCEA, shall have the right to enforce this Agreement.

Section 12 No public employee or employee organization shall participate in a strike against a public employer by instigating or supporting in any manner, a strike. Article 1, section 6, *Florida Constitution*.

Section 13 The Agreement shall be terminated immediately and unilaterally by the School Board in the event of a strike or work stoppage which has been proven to have been instigated by the Union.

Section 14 Union/Management Meetings (UMM)

In order to provide a means for continuing communication, representatives of the parties, agree to meet with employees and managers representing the following functional areas:

Clerical, custodial, food service, maintenance, paraprofessional, transportation, technology, and other employee groups as identified by the parties.

a. A committee for each area shall be formed to meet a minimum of two times per year, one meeting to be held within 60 days after the beginning of the school term, and the others to be held between November 1 and May 1 of each year. Other meetings may be held upon mutual agreement of both parties.

b. The committees may discuss concerns which could result in improved quality of work, working condition issues, and any other matters mutually agreed upon by both parties, such as training programs.

c. When the parties mutually agree to submit proposals to the Bargaining Team, such proposals must be recorded on the Issues and Tracking Form and be supported by data and research. NOTE: tracking form needs to be created

d. Such meetings shall not be intended for the purpose of negotiations or to bypass the grievance procedure.

ARTICLE 6

FAIR PRACTICES

Section 1 There shall be no discrimination against employees because of race, creed, color, age, sex, marital status, national origin, sexual orientation, gender identity, religious and political belief, or religious and political activities outside the school day and school premises.

Section 2 The Board shall not discriminate against Employees because of membership or non-membership in the Union.

Section 3 Employees covered by this Agreement shall have the protection of all the rights to which they are entitled by the Constitution, Florida State Statutes, and DOE policies and regulations.

ARTICLE 7

EMPLOYEE RIGHTS

Section 1 Consistent with chapter 447, *Florida Statutes*, employees shall have the right to self-organization, to form, join or assist labor unions or labor organizations or to refrain from such activity, to bargain collectively through representatives of their choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.

Section 2

a. Consistent with applicable statutes an employee's off-the-job conduct shall not result in disciplinary action, unless such conduct impairs his effectiveness as an employee. Moreover, the Employer recognizes the right of a duly recognized Union representative to express the views of the Union provided they are identified as Union views.

b. The personal life of an employee is normally not an appropriate concern of the Board. However, in certain circumstances his/her personal conduct may be deemed to affect the proper performance of his/her assigned functions during the workday. Such circumstances are illustrated by the provisions of Section 1012.40 of Florida Statutes and related sections.

Section 3 No employee shall have disciplinary action taken against him because of debt complaint, and the Employer shall not assist the creditor in collecting the debt, unless required by applicable state and/or Federal Statutes.

Section 4 Employee participation in charitable and other drives (such as U.S. savings bonds campaign) is voluntary. Solicitation may be made, but no pressure shall be brought to bear to require such participation. There will be no retaliation or adverse evaluations against any employee because of their choice to participate or not.

Section 5 All School Board Policies shall be uniformly administrated throughout the bargaining unit.

Section 6 Employees shall not be subjected to personnel practices which are prohibited by or in conflict with School Board policy.

Section 7 Employees shall not be required to attend any meetings after the normal workday without pay.

Section 8 Employees shall not be required to transport students in personal vehicles except in accordance with School Board Policy.

Section 9 Administrators/supervisors shall not verbally abuse, reprimand, or criticize employees in the presence of students, parents, faculty or staff members. Employees shall not verbally abuse or criticize an administrator in the presence of students, parents, faculty or staff members.

Section 10 The placement of materials including written reprimands in the official Personnel File shall be in accordance with Florida Statutes Chapter 1212.31.

Section 11 Any employee who is recommended for suspension or termination or subject to disciplinary action shall be afforded due process in accordance with this agreement and state statutes 1012.40.

Section 12 An employee who is re-employed after a break in service will be placed on the new hire salary schedule if rehired. An employee who is on a leave of absence approved by the school board will not lose his prior experience level on the salary schedule including contract status as permitted by state statutes 1012.40.

ARTICLE 8

WORKING CONDITIONS

A. WORKDAY

1. DEFINITIONS:

   a. Full-time employee: Six (6) or more hours per day and a minimum of 30 hours per week.

   b. Part-time: Less than full time.

   c. The School Board does not, as a result of this definition, intend to generally reduce the health care benefits of employees except in accordance with the provisions of Florida law.

   d. Management will attempt to reduce the impact of the definition of full-time employee through reassignments and increases in duty hours, to the extent possible or feasible.

2. CLASSIFICATIONS:

   The classifications of the Bargaining Unit shall be as determined by the Public Employees Relations Commission (P.E.R.C.). See Appendix 1.

B. EMPLOYEE WORK YEAR: Refer to the Compensation Plan Appendix 2.
Paid holiday for each classification will come from the following:
Specific holidays may change from year to year based on the official Board adopted calendar. The Board may change the work year; subject to the Association's right to bargain over the effects of such changes.

C. INITIAL PROBATIONARY PERIOD

All full-time educational support employees will serve an initial probationary period of up to one calendar year from date of hire during which employees may be terminated with or without just cause, no reason needed or provided.

D. CONTINUED EMPLOYMENT STATUS:

(1) When an educational support employee has completed the probationary period of satisfactory service in Desoto County, except for duly authorized leave, he shall be recommended for continued employment status as long as s/he remains in the same job classification which status will continue year to year unless the Superintendent terminates the employee for just cause, unsuccessful completion of a District Improvement Plan, or in the case of a reduction in force per Florida Statute 1012.40. Evaluation of employees on continuous status will be a minimum of once per year.

(2) An educational support employee having Continued Employment Status, who changes job sites shall retain the continuing contract status. An educational support employee having Continued Employment Status, who voluntarily changes job classifications shall serve a probationary period of up to 90 days. The employee upon unsatisfactory probationary period shall be allowed to return to another district position for which they qualify if any are available to choose from. If it is in another different job classification another up to 90-day probationary period shall begin.

(3). Any employee released at the end of a school year who is picked up by the district within 30 days after the start of the next school year will not be considered to have had a break in service.

E. CLOTHING AND TOOLS

1) The Board agrees to furnish all required common-use tools or equipment. If personal tools are used, the district assumes no liability for them.

2) Uniforms (as defined by School Board) shall be ordered within thirty (30) days of the start of the school year for employees having full time employment status for the current year. Uniforms for new employees shall be ordered within fifteen (15) days of the completion of the probationary period. The approved uniform furnished by the School Board of Desoto County School Board must be worn while on duty. If uniforms are found to be defective, they will be exchanged for appropriate ones as soon as possible. Similar clothing to the uniforms shall be worn by employees who have not received uniforms. Employees will be allowed to order long sleeve shirts.

3) The Board shall provide all specialized equipment and heavy air tools used at the garage.

4) The Board agrees to keep on the work site, for use by custodial employees, protective gloves, a minimum of two (2) pairs of rubber protective boots per building, smocks or aprons, eye protectors and other necessary items, when required to handle hazardous chemicals and cleaning agents. Maintenance workers using hot tar and roofing materials will be furnished specialty apparel including arm guards and shoes not to exceed one time annually. Unless shoes-arm guards or protective gear becomes defective with wear and no longer protects the employee from the elements of the job. Unsafe equipment/gear that presents any risk to employee will be reported and replaced immediately. The employee shall check out and return the above needed items through his/her immediate supervisor.

F. HEALTH AND SAFETY

1) No employee shall be discharged or disciplined for refusal to work in an unsafe or hazardous situation where management determines, using guidelines of the Occupational Safety and Health Administration, there is imminent danger to the

employee's health. Employees shall be notified of and expected to follow all safety procedures established by management including, but not limited to wearing protective clothing, eyewear, and breathing apparatus, provided by the Board. All employees shall be trained prior to using protective equipment. The safety procedures shall be strictly enforced.

2) Should an employee need safety equipment, a request must be made in writing to the immediate Supervisor. The Supervisor should notify the employee the status of the request within (five) 5 days.

3) The cost of all physical and/or mental examinations and any tests or vaccinations required by the Board for continued employment shall be paid by the Board.

4) The Board shall make every reasonable effort to provide safe working conditions at all job sites.

5) The members of the bargaining unit are aware that the School Board has a policy regarding employees who have or may have a communicable disease (including HIV infections). Said policy shall be shared with all the members of the bargaining unit at the initial time of employment.

6) A copy of OSHA guidelines shall be available to all employees.

7) Training shall be provided for all employees using or exposed to hazardous chemicals and access to all MSDS'.

8) Universal precautions (including but not limited to), blood-borne pathogens and emergency hazardous spills clean-up training, shall be provided annually.

G. GENERAL

1) Approved expenses incurred by employees required to participate in in-service training and/or courses shall be paid by the Board. Written verification of training and/or courses shall be placed in the employee's personnel file by the Board.

2) Adequate and appropriate facilities (i.e., rest rooms, lounges) shall be made available to all employees during lunch and all breaks.

3) Telephones and computers shall be made available for use of all employees.

4) In the event an emergency causes an employee to be called back to work, and if no Board vehicle is furnished, the employee's round-trip mileage shall be paid from the home of the employee to the location of the Board's vehicle or the emergency worksite, whichever is appropriate. Rate of mileage reimbursement shall be Board approved rate. The employee being called back shall be paid 1-1/2 times his normal rate of pay, commencing with time leaving his home and returning home, if in excess of 40 hours per week.

5) No employee may be under the direct supervision of a relative if the supervision includes the authority to evaluate and recommend for employment or dismissal.

6) All new employees shall be provided copies of their specific job descriptions.

7) All regular full-time employees shall be guaranteed a duty-free 30-minute lunch period unless an equivalent time is allowed.

8) For employees assigned to seven and one-half hours (7.5) or more workday, the District will provide one 15-minute break.

9) Employees may be required to remain after the end of the regular day/shift for the purpose of attending faculty meetings, school improvement meetings, in-service training, etc. If the supervisor requires attendance, employees shall be paid their appropriate hourly rate or have their workday adjusted in accordance with the Fair Labor Standards Act. Employees shall be given at least five working days' notice of such meetings unless the meeting is an emergency.

10) The parties agree that unless jointly approved, in-service training for transportation department employees will not be scheduled on non-student attendance days. This excludes the contracted pre-school days.

11) When it is determined by the designated supervisor and approved by the Superintendent that a qualified employee be temporarily assigned to act in a higher paid position, compensation will be at step zero of the higher pay grade or at least 50 cents an hour over the current rate of pay whichever is greater. This new pay shall begin on the first workday of the assignment.

12) Employees shall have access to a computer terminal for the purpose of gaining access to information related to their employment, including last minute notices related to dismissal of students.

13) District employees shall be issued a photo ID badge for the purposes of identification. Employees who transfer to a different location, have a name change, and/or have a break in service, will be required to have a new photo ID badge issued. Employees shall wear such ID badges during the regular workday.

14) An employee has the right to refuse over-time work if less than 48-hour notice is given, except in the case of an emergency declared by Superintendent.

15) Employees shall be paid for all hours worked. In lieu of over-time pay, an employee may choose flex time equal to 1.5 times the number of hours worked during over-time. This flex time must be used during the next payroll period unless approved by the Superintendent or designee to carry over.

16) No employees shall lose their position or be reduced in rank or compensation due to subcontracting by the district. Any subcontracted positions may be filled through attrition of current employees.

H. ADDITIONAL WORKING CONDITIONS FOR BUS OPERATORS AND ATTENDANTS

1) FIELD TRIPS

1. Drivers may sign on/off the field trip list no more than two times per academic year. If a trip or trips has/have already been assigned and you remove yourself or are removed from the list, you shall forfeit those trips. The district transportation department shall provide a form for this purpose.

2. Field trips shall be assigned in the Transportation Department no more than thirty (30) days in advance of the trip. In as much as possible, drivers will be assigned at least three (3) days in advance of the trip. If a trip is assigned with less than four (4) hours' notice, a refusal shall be excused.

3. Trips shall be assigned in seniority order starting with the most senior driver/attendant. Once assigned the next most senior driver/attendant moves up for the next available trip. Once the bottom of the list has been reached, the top starts over again. This process will continue throughout the academic year. The Association President/designee shall have access to the process and data for verification purposes upon notice to transportation department ahead of time.

4. Any operator who refuses more than three (3) trips will be dropped from the contact (rotation) list for the remainder of the academic year. If a driver removes him/herself from the list and they add themselves back to this list, their previous refusal(s) in the given academic year are applied to them. Any trip not accepted by an operator within one (1) workdays' notice will not be considered a refusal. Approved leave from duty does not constitute a refusal. If a trip is assigned and then canceled the operator will receive a minimum of one (1) hour show-up pay at the field trip driving rate if they were in-route or already at the point of departure.

5. Only contracted bargaining unit employees shall be assigned fieldtrips except in an emergency where the assigned employees are no-call no-show or illness/other emergency and no bargaining unit employee is immediately available. The rotation list does not apply in emergency situations.

6. No volunteer drivers shall be allowed for any district approved fieldtrip unless a trip driver is unavailable.

7. If the employee calls in sick, they forfeit any extra trips/routes that day. This does not apply to pre-approved leave.

8. No employee may assign their route or trip to another driver for any reason. All changes in assignment must be approved by the supervisor.

9. Any employee that does not commit to driving their assigned extra route and relinquishes this route three times they will be required to surrender that extra

route for the rest of that academic year and will drop 10 positions on the seniority list for the following academic year.

If a driver who holds an extra route is offered a field trip assignment through the established rotation and the assignment conflicts with the driver's extra route. the extra route shall take precedence. The driver shall be excused from the field trip assignment, and the rotation shall continue to the next eligible driver.

If the field trip assignment does not conflict with the driver's extra route, the driver may accept the assignment.

2) **COMPENSATION FOR FIELD TRIPS**

a) Bus operators will be paid for field trips under this section at their regular rate of pay. Extra trips shall be factored for overtime. Operator's compensable time shall begin at the time the operator is required by the employer to report and shall end upon return to the compound with 30 additional minutes given for preparation and all other required duties.

b) Bus attendants (not driving) will be paid at their regular hourly rate of pay from the time they are required to report until conclusion of all required duties. Qualified bus attendants who drive trips will be compensated on the same basis as bus operators.

c) Bus operators/bus attendants shall serve as chaperones, perform other assigned (related) duties, or otherwise stay with the bus unless directed by the Director of Transportation/designee. Employees will be advised of the additional responsibilities expected of them prior to accepting the trip. Declining a trip under these conditions will not count as a trip refused.

d) While on field trips operators shall not leave the class, team, band, or other group after the destination has been reached unless approval has been given by the sponsor/teacher in charge and the sponsor/teacher knows where the operator will be and how to contact him.

e) Bus operators shall pre-trip inspect any bus they are to drive before any field trip or extra-curricular trip.

f) The Board will not solicit bids from commercial (private) carriers for school buses for extra trips. Board-owned buses will be used when scheduling and other factors allow. This provision does not preclude the use of vehicles, as defined in Chapter 1006.22 (6) and in 1006.25 i) (b) Florida Statutes, for field trips.

g) Every attempt will be made to keep accumulated trip hours equal for all drivers by year's end. This will depend on operator availability. Dispatchers/supervisors cannot be responsible for trips that exceed planned times, cancellations, rescheduling and last-minute occurrences.

3) **WORK PROCEDURES**

a. Bus operator's workday shall begin at the time designated by the employer. One-half hour per day will be allowed for pre-trip inspections, cleaning time, record keeping and fueling. In the event of a bus mechanical breakdown, the operator shall be paid for the time that exceeds their contracted time.

b. Bus operators shall enforce all rules and regulations regarding students' conduct to the best of their ability and report discipline problems to the appropriate administrator on forms/systems provided by the board. Operators shall be at the bus to supervise the loading and unloading of students at schools.

    i. The district school board, the district school Superintendent and each school Principal shall fully support the authority of bus operators**.**

c. School administrators shall make an effort to notify bus operators of students who have been suspended from the bus on a daily basis. Bus drivers shall be under the direction of the school principal while in contact with students during transport to and from school and while loading and unloading students on school grounds. Bus operators shall be under the direction of the Coordinator of Transportation or his designee at all other times, including the designation of stops. Bus operators shall follow all instructions and complete all assignments issued by the above administrators respectively.

d. Bus operators shall not deviate from their assigned bus routes and stops without the permission of the Director of Transportation or his designee except in case of emergency. Operators will create no permanent change or route or stops without authorization of the above administrator. Bus operators shall not use school buses for personal errands under any circumstances.

e. Operators shall not give physical punishment to any student nor suspend the transportation of any student. Bus operators may be expected to call parents for discipline issues and they shall be required to be available to participate in student discipline proceedings. Employees who are required to attend student discipline proceedings outside their normal workday shall be compensated for their time for a minimum of one (1) hour at their hourly rate.

f. Bus operators shall keep the bus clean at all times. The floor of the bus shall be swept at least twice daily, first in the morning after completing all morning trips and again in the afternoon after completing the last trip of the day. The trash container shall be emptied at the end of each school day and the windshield and rear windows kept clean to insure safe visibility.

g. The Director of Transportation or his designee shall assign a substitute bus to any driver on whose bus repairs will not be completed in time for use on their route. Operators will return these buses to the spare bus area swept, with all windows up and filled with fuel. When any driver uses another operator's assigned bus for any

purpose that bus shall be returned in clean and road ready condition as detailed above.

h. Operators shall at all times operate buses in a safe, prudent, lawful and courteous manner and shall observe the principles of defensive driving.

i. Operators shall maintain an acceptable driving record in the operation of personal and board-owned vehicles and shall report to the Director of Transportation any school bus accident in which they may become involved and any citation received by the end of the shift, or if after hours before the start of the next shift.

j. Bus operators and attendants who are absent shall notify the transportation office no later than 4:00 PM whether they will be able to return to work the next day.

k. Personal leave without pay will be granted the operator in the event he/she has no personal leave with pay available. Additional violation of this provision shall constitute insubordination. For emergencies after 4 p.m., all bus operators and attendants will be provided an emergency contact and phone number to report the emergency absence.

l. CPR and First Aid Instruction or any other in-service training, if required by the District, shall be provided by the District. Such training shall occur during the employees' work day or the employee shall be compensated at their hourly rate of pay. The employee will be given a 5-day notice as to when the in-service training will be offered.

m. Additional attendants and/or cameras may be added to buses with problem situations as determined by the Supervisor.

6) Filling of Vacant Positions in the Transportation Department:

Vacant bus operator and bus attendant positions shall be posted in accordance with procedures stated for new and/or vacated positions in Article X. Route assignment vacancies will be posted within the Transportation Department only. Postings will be displayed at all Transportation compounds and/or work sites. In the event the terms or conditions of the vacant position need to be amended, the original posting will be rescinded and new posting period will begin. Currently employed operators and attendants will receive consideration based on District seniority before substitutes or new applicants.

a. Summer school positions for bus operators or bus attendants shall be posted within the Transportation Department. Currently employed operators and attendants who sign an application roster will receive priority consideration before substitutes or new applicants.

b. Operators or attendants who wish to remain in their current assignment or who wish to be considered for a different assignment may submit a Declaration of

Employee Intent form no later than the last day of the regular school year.

c. A bus operator/attendant's position will be considered vacant if the Operator/attendant's assigned to said position is on unpaid leave more than sixty (60) consecutive days. If such employee returns to work within one year from their first day of leave, they shall be assigned work equal to their hourly guarantee at the time their position was declared vacant. This provision does not apply to employees on leave due to Workers Compensation.

7) Safe driver plan is located in Appendix 5.

J. ADDITIONAL WORKING CONDITIONS FOR PARAPROFESSIONALS, CLERKS AND SECRETARIES

a. Employees shall be compensated for attendance at two (2) In-service days that fall outside the regular workday at their regular rate of pay.

b. Classroom paraprofessionals shall be provided with two (2) In-service days during the regular student school year as scheduled by the School Board calendar. Attendance at the scheduled In-service activities will be paid at the regular hourly rate.

c. In-service points will be awarded for in-service training when appropriate. The records for in-service points will be kept at the county office and will be made available, upon reasonable request, to the employee. Notification of applicable in-service workshops will be posted.

d. The District will advise employees of the in-service training schedule as soon as it is available.

e. Any non-instructional employee pulled to cover classrooms for more than 1/2 day will be compensated at $2.50 an hour for the full workday over the current rate of pay.

K. ADDITIONAL WORKING CONDITIONS FOR SKILLED TRADE EMPLOYEES

First Aid Kits shall be furnished by the Board for each appropriate vehicle, maintenance shop, warehouse, and garage.

L. ADDITIONAL WORKING CONDITIONS FOR CUSTODIAL EMPLOYEES

a. Custodial employees will be required to take in-service training annually in the proper use of supplies and materials and the use and care of equipment. The District will advise employees of the in-service training schedule as soon as it is available.

b. Employees are responsible for care and maintenance of all equipment used in the performance of their custodial duties.

c. The principal shall consider present employees for custodial vacancies prior to

advertising a vacancy.

M. ADDITIONAL WORKING CONDITIONS FOR FOOD SERVICE WORKERS

a. Food Service workers will be offered in-service opportunities.

b. An extensive effort will be made to employ substitutes when an employee is absent. When a food service employee is absent, and whenever feasible, as determined by the lunchroom manager, the assistant lunchroom manager will fill in for absent employees. Employees shall notify the lunchroom manager of the next day's absence by the end of the manager's workday. In case of an immediate emergency, communicate the absence as soon as possible to facilitate hiring a substitute. The employee must notify the lunchroom manager of their intent to return to work by the end of the workday prior to return to release the substitutes presently employed. If they do not, they will lose the day of work.

c. Job schedules shall be posted in the food service area within ten (10) days of school opening and within five (5) days of any changes.

ARTICLE 9

REDUCTION IN FORCE (RIF)

A. LAYOFF

In the event it becomes necessary for the Board to reduce the number of employees through layoff from employment, the Superintendent and Board shall proceed as follows:

1. The order of layoff shall be by job classification and/or specialized duty assignment based on countywide seniority and previous written performance evaluations completed by the supervisors.

2. No qualified employee with a continuous employment contract shall be laid off prior to laying off all probationary employees in the same job classification and/or specialized duty assignment.

3. For the purpose of this Article, seniority is defined as the length of continuous full-time service in the bargaining unit back to date of hire.

    a. In the event of a tie in seniority, the most recent performance evaluation shall be used. If a tie continues, the evaluations shall be considered progressively backwards until the tie is broken. In the event a tie continues, the DCEA President and Superintendent shall meet and determine the lay-off by Evaluation Committee recommendation.

4. The Superintendent and the Board shall determine the areas and the number of positions affected in each area in which reduction in force shall be made. The names, sites, seniority status, and job classification of all employees affected because of a reduction in force shall be given in writing to DCEA thirty (30) days prior to said reduction.

5. The employee whose job is being eliminated as a part of a reduction in force shall be notified by certified mail to the last known address on the Personnel Action Form within ten (10) days prior to such reduction.

6. Any employee selected for lay-off may bump any employee with less seniority in any other job classification they are qualified for, regardless of funding source, even if the new position is at a different pay grade.

B. Recall

1. Any employee who has been laid off shall be recalled, in inverse order, to the first vacancy in the district for which said employee is qualified to fill. This recall list shall remain in use for a period of twenty-four (24) months.

2. Employees may be interviewed for any position for which they meet the minimum job qualifications.

3. Within seven (7) working days of the receipt of a certified letter of recall, an employee shall notify the personnel office in writing whether he/she will accept reemployment. Failure to respond to the letter of recall within the time required terminates the employee's right to recall. It is the responsibility of the laid-off employee to have an accurate address on file in the Personnel Office.

4. Any employee re-employed by exercising recall rights shall be reinstated without loss of seniority at the time of layoff.

5. Laid-off employees are entitled to all rights under COBRA.

6. Employees with continuous employment contract shall be recalled and placed in reverse lay-off order prior to new personnel being hired.

ARTICLE 10

ASSIGNMENTS, VACANCIES and TRANSFERS

A. NEW HIRES, TRANSFERS AND REASSIGNMENTS

1. Vacancies to Include Summer School Positions

When a vacancy is finally declared by the Superintendent in a unit position in the school district, the announcement of the vacancy will be made on the District Web Site.

It is the Board's intention that the best qualified applicant be hired for each vacant position. The Board agrees to give full consideration to the professional background and attainments of applicants for vacancies and supports current employees for professional growth. A bargaining unit member shall be determined as being qualified by virtue of holding that job title. If the ESP bargaining unit member is qualified for said position, he/she shall be considered to be interviewed by the appropriate supervisor. Applicants that are interviewed shall be notified of the decision by the worksite supervisor.

Summer school vacancies shall be posted to the District website, summer ESP vacancies shall be filled with current ESP bargaining unit members who meet the minimum job qualifications and have applied for the position prior to hiring substitutes or new employees. Employees shall be selected by the most senior qualified employee being given first right of refusal for summer employment.

2. Voluntary Transfer Requests

a. During the regular school year as defined by the adopted School Calendar, all Employee vacancies or newly created positions to be staffed shall normally be posted on-line for a minimum of five (5) workdays prior to the deadline for applying for such vacancies or positions. All District employee applicants meeting selection criteria shall be interviewed for filling positions during the regular school day/year. Personnel interviewed for a position shall be notified of the final decision within five (5) workdays after a candidate has been selected.

b. Unless otherwise agreed to by the Parties, Employees who desire to voluntarily transfer shall file a written voluntary transfer form with his/her building principal/supervisor and a copy of that transfer form to Human Resources. The Employee shall state the assignment and cost center desired.

c. An Employee applying for a vacancy within the system for which he is fully qualified and/or certified shall be granted an interview for the vacancy before an applicant not currently in the system, pursuant to the procedures outlined in Section 3 below.

3. Procedures

a. Voluntary transfer requests shall be considered once a position has been posted or known to be in existence. Employees applying for a transfer must possess the necessary qualifications and/or certification for the vacant position. All voluntary transfers shall require the approval of principal/supervisor involved, the Superintendent, and the School Board.

b. Requests for transfer by Employees in the system will be granted before out-of-system hiring occurs, if the conditions in section 2 "a" are met.

c. An unsuccessful applicant may, upon written request, be given a post interview conference.

d. When two (2) or more Employees are requesting transfer to the same position, the determining factor shall be seniority first. In the event of a tie in seniority, the most recent performance evaluation shall be used. If a tie continues, the evaluations shall be considered progressively backwards until the tie is broken. In the event a tie continues, the DCEA President and Superintendent shall meet and determine the transfer by an objective lottery in the presence of the affected parties.

e. Barring unpredictable circumstances, no more than one (1) voluntary transfer request per employee will be approved during any school year.

4. ADVERTISING

All vacancies are advertised for five (5) working days in-house and then for ten (10) days for outside applicants. If the Superintendent is satisfied that one of the in-house applicants can satisfactorily perform the job responsibilities, then the Superintendent shall close the advertising period at the end of 5 days. The Superintendent would then screen applicants appropriately to be interviewed by the selected interview team. The Superintendent may request the Office of Human Resources to reopen the advertising period if deemed necessary.

B. INVOLUNTARY TRANSFERS AND REASSIGNMENTS

1. CRITERIA

a. An involuntary transfer or reassignment may be made in the case of an emergency or to prevent disruption of work or services or as a result of loss of unit allocations. In the case of the loss of unit allocations and where an involuntary transfer or reassignment is necessary, an employee's seniority and satisfactorily meeting minimum qualifications for the position will determine which employee is to be transferred and/or reassigned.

Involuntary Reassignment Within a Cost Center

a. The principal/supervisor may make reassignments within a cost center. When an Employee is reassigned, he/she may request the reason for such reassignment.

b. Notice of an involuntary reassignment, shall be given in writing to affected employees no less than ten (10) calendar days prior to the transfer of reassignment, except in the case of an emergency and/or mutually agreed upon alternate date.

c. Involuntary reassignments shall only occur after volunteers have been requested.

d. Involuntary reassignment shall not be punitive or retaliatory in nature.

Involuntary Transfers Between Cost Centers

a. Involuntary transfers from a school or Cost Center necessitated by such factors as budget requirements, changes in student population, or changes in programs shall be specifically recommended by the Superintendent.

b. Notice of an involuntary transfer from one site to another, shall be given in writing to affected employees no less than ten (10) calendar days prior to the transfer of reassignment, except in the case of an emergency and/or mutually agreed upon alternate date.

c. Involuntary transfers or reassignments shall only occur after volunteers have been requested.

d. Involuntary transfers shall not be punitive or retaliatory in nature.

2. **PROCEDURE FOR FILLING VACANCIES**

a. If a position falls vacant and must be filled due to an emergency situation or to prevent undue disruption of work and services, it shall be filled by qualified current employees as determined by the administrator and Superintendent. Voluntary transfers shall be given first priority.

b. When involuntary transfers become necessary due to losing one or more allocated units, a list of vacancies of unit positions shall be made available to those employees being transferred on the basis of seniority. Affected employees may request the vacant positions in order of preference to which they desire to be transferred.

   All such employees may be given time off for the purpose of visiting sites where the vacant positions exist, with the permission of the administrator/supervisor.

c. An employee being involuntarily transferred shall not suffer a reduction in rate of pay for the remainder of the current school year.

3. **NOTICE**

a. Nothing contained in this Agreement shall be construed to prevent the Superintendent, at his/her discretion, from effecting the involuntary reassignment, transfer or change in duty station of any employee according to the needs of the unit. Other than filling in for an employee on approved leave and in the absence of a hiring freeze, long-term substitutes will not be used in lieu of full-time appointed employees.

b. If work performed by employees in any unit is to be performed by non-Board employees, the Board agrees to encourage the employing entity to consider any adversely affected unit employees for employment in its organization if the Board has been unable to place the employees in other positions within the unit.

c. Employees who are involuntarily transferred to a new job classification shall retain all length of service rights to the former job classification.

    i. Employees who are voluntarily transferred to a different job classification shall receive experience credit for all previous years of Board experience.

    ii. Employees who are involuntarily transferred by the Board shall receive experience credit on the salary schedule for all previous Board experience, regardless of job classification. If an employee is transferred to a position with a higher pay grade/longer calendar their pay will be reflective immediately upon transfer. For a transfer to a position with a lower pay grade/shorter calendar is subject to change the following school year.

ARTICLE 11

PAID LEAVES

Section 1

a. "Sick Leave" shall be defined as time away from work because of personal illness or disability of the employee, or illness or death of a member of his immediate family.

b. "Immediate Family" shall be defined as the employee's spouse, parent, grandparent, sibling, child, or any other close relative that is a member of the employee's own household.

Section 2 **Sick Leave**

a. Each full-time employee shall earn, during a fiscal year, one (1) day of sick leave time for each month of employment. The District designates six (6) of these sick days as personal leave days.

b. Each full-time ESP employee shall be credited with 4 days of sick leave at the end of the first month of employment of each contract year and shall thereafter be credited for 1 day of sick leave for each month of employment, which shall be credited to the employee at the end of the month. The employee is entitled to earn no more than 1 day of sick leave times the number of months of employment during the year of employment. (Florida Statute 1012.61)

c. The unused portion of sick and personal leave shall accumulate from year to year as sick leave.

d. The DeSoto District School Board shall provide incentive pay for those full-time employees not using sick leave* during a contractual year. At the termination of the contractual year~~,~~ bargaining unit members who have not used sick leave days will be issued an award of one (1) day's pay within (5) five working days after the close of the contractual year.**

e. Employees transferring into DeSoto County from another school district may transfer sick leave to DeSoto in accordance with School Board Policy 4430.03c

* Sick leave includes personal leave and emergency leave.

** Employees who use temporary duty leave or union leave time will be eligible for the award.

Section 3 Effective July 1, 2012, and Employee Sick Leave Transfer Program replaces the Sick Leave Bank. It shall be made available to all employees in accordance with section 1012.61(5)(e), *Florida Statutes* as well as the following School Board Policies: 4420 and 4430.03. See Appendix 3.

Employees who donate sick leave time to other employees through the Employee Sick Leave Transfer Program will be eligible for the award of one (1) day's pay referenced in Section 2 (d).

Section 4 Personal Leave

a. Six (6) days of an employee's annual sick leave shall be designated as personal leave to be used for the employee's personal business or emergencies. A personal leave day may be used for any purpose at the discretion of the employee.

b. An employee planning to use a personal leave day or days shall notify his principal/supervisor at least three (3) workdays in advance of requested leave date, except in case of emergency.

c. Such personal leave shall be charged to sick leave and not be cumulative.

d. Employees may request personal leave time through Skyward's Employee Access. "Personal Leave" shall be adequate explanation for such leave.

e. In case of emergency, the employee, upon return to duty, shall request personal leave time after the fact via Skyward's Employee Access.

f. Personal Leave days shall not be used on the day immediately preceding or following a holiday unless approved by the principal/supervisor 14 calendar days in advance of the anticipated leave, except in case of an emergency which can be substantiated by the Employee.

g. When employees request and are granted personal leave, the securing of a substitute, if necessary, shall be the responsibility of the school/site administrator.

Section 5 Illness-in-the-Line-of-Duty Leave

a. All employees shall be entitled to illness-in-the-line-of-duty leave when they are absent from their duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work.

b. Duration of leave, compensation, and procedures shall be the same as enumerated in section 1012.63(1), (2), *Florida Statutes*.

Section 6 Verification of Reason for Leave

Upon return from leave as described in Section 5 above, the building principal/supervisor shall provide the employee with necessary forms for verification of the reasons for absence. Such completed forms shall be submitted to the building principal/supervisor following the employee's return from leave.

Section 7 Temporary Duty Days

a. Temporary Duty days with pay requested through Skyward's Employee Access may be granted to employees for purposes stated below:

1) Attending and/or participating in professional meetings relating to educational workshops, seminar, or conferences sponsored by professional educational organizations, colleges, universities, or government or private agencies concerned with public school matters. Absences under this section exclude those for DCEA business.

2) Visitation for the purpose of observing job-specific techniques or programs.

3) Employees who are parents of children in the district may attend their awards ceremonies, classroom visitations, parent-teacher conferences, or school performances provided that they obtain written permission from the principal and/or supervisor at least two (2) days in advance. Grandparents that are employees in the district may attend these events in the absence of a parent. Should a field trip be scheduled later than the start of the duty day, the employee must report to work prior to departing for the field trip. Furthermore, should a field trip end before the conclusion of a school day, the employee is expected to return to work for the remainder of the day. To the extent the employee opts to take the remainder of the day off (whether it be prior to or after the field trip), such time will be charged against the employee's leave bank.

Classroom coverage, if needed, will be provided by the school administration.

4) Employees who are parents of children in the district may attend no more than two (2) field trips per year per child for a maximum of six (6) days total in any school year. Grandparents that are employees in the district may attend these events in the absence of a parent. Furthermore, should a field trip end before the conclusion of a school day, the Employee is expected to return to work for the remainder of the day. To the extent the Employee opts to take the remainder of the day off, such time will be charged against the Employee's accumulated leave. Proof of attendance may be required by the Superintendent or designee.

5) Approval or disapproval of a request shall be in accordance with school board policy.

6) Employees participating in the Guardian Ad Litem Program will be given release time when court appearances are necessary.

Section 8 Funds for Expenses

The Board shall provide funds for expenses, as set forth in Section 7 of this article, for temporary duty. Employees shall give ten (10) working days notification on the proper forms and shall report the nature of the professional meeting to be attended. Forms may be obtained from the principal/supervisor. A copy of the agenda shall be provided to the Superintendent.

Section 9 Leave for Legal Commitments and Transactions

1) Subpoena-Related Absences
    a. Employees who are absent because of a mandatory subpoenaed appearance for a School District-related matter shall incur no reduction in pay or accumulated leave balance because of such appearance.
    b. Employees who are absent due to a mandatory subpoenaed appearance for matters unrelated to the School District must use accumulated leave to receive pay for such time, unless the Employee does not have any accumulated leave time, in which case, such absences will be without pay.
    c. In either event, a copy of the subpoena must be filed with the leave request.
2) An employee may serve on jury duty without loss of pay. Any jury duty compensation shall be retained by the employee.
3) An employee released from his subpoena or jury duty with sufficient time remaining to return to his cost center to complete at least one-half (1/2) day of his duty shall return to his cost center unless released by the principal/supervisor.

Section 10 Vacation

Those Employees working 250 days shall be considered twelve-month personnel and will earn vacation days.

Section 11 Bereavement Leave

a. All full-time employees who have completed a six-month probationary period in their appointed position shall be granted two days bereavement leave per qualifying event in the event of a death in their immediate family.

b. All full-time employees will be granted two days paid bereavement leave per qualifying event. Bereavement leave is not cumulative. The two days of bereavement leave need not to be taken consecutively. Employees will not be paid bereavement leave for days not scheduled to work (i.e., sick leave, annual leave, leaves without pay.) Employees may be required to provide a copy of the obituary or other satisfactory document. Bereavement leave ordinarily is to be used within 20 days of the death of the family member unless the employee documents a legitimate reason to extend this period.

Section 12 DOMESTIC VIOLENCE LEAVE

The Board shall grant leave for an employee if the employee, or a family or household member, is the victim of domestic or sexual violence per School Board Policy.

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ARTICLE 12

UNPAID LEAVES

Section 1

a. All support staff members in this District who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard are entitled to leaves of absence from their respective duties, without loss of vacation leave, pay, time, or efficiency rating, on all days during which they are engaged in training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty. This leave shall be in accordance with applicable law and School Board Policy 4430.07.

b. This Article does not apply to leaves of absence taken pursuant to the Family and Medical Leave Act.

Section 2

a. A leave of absence without salary may be authorized by the Board for any Employee who has completed four (4) full School Years of employment in the DeSoto County School District.

b. Leaves shall not exceed one (1) year. However, at the end of a leave, an Employee may request another leave of absence, the granting of which shall be at the sole discretion of the Board.

c. Application for such leave shall be submitted to the Superintendent not later than sixty (60) days prior to the start of the semester in which leave is to commence.

d. Experience credit on the salary schedule in the amount authorized in the leave shall be granted upon the Employee's return from duty with the military or other leave if he has served in a capacity similar to one, he occupies in the DeSoto County School District.

e. Notwithstanding the foregoing, no experience credit will be granted for any year in which the Employee does not work or participate in the leave as approved one (1) day more than one-half (1/2) of the regular contract year.

Section 3 Upon return from such leave, the Employee will be reinstated to his former position if possible. If it is not possible, he shall be reinstated to any available position for which the Employee is fully qualified.

Section 4 Such leave may be authorized in accordance with this Article for:

a. engaging in study at an accredited university;

b. full-time participation in a federally sponsored Peace Corps;

c. full-time working in foreign or military programs;

d. cultural travel or work program related to his professional responsibilities;

e. participating in exchange working programs in other school district, states, territories or countries;

f. serving as a full-time or as a part-time paid officer of an education association,

g. personal reasons or family illness. With respect to family illness, appropriate medical documentation shall be required.

Section 5 A leave shall be deemed unauthorized if the employee enters similar or related employment during his leave without express, written prior permission of the Board. An employee who is granted leave may not be employed as a substitute in the DeSoto County School District during such leave, without prior approval of the Board.

Section 6 Any Employee granted a leave of absence as provided in this Article shall be given the opportunity within thirty (30) days of the start of the unpaid leave, unless restricted by insurance contracts with the Board, to continue insurance in the existing school programs during the leave, provided that the premiums for such insurance programs shall be paid by the Employee on a monthly basis in advance of the month due.

Section 7 An Employee granted a leave of absence may receive limited leave of absence credit in his respective retirement system to the extent and in the manner provided by statute. It shall be the sole responsibility of the Employee to make arrangements to obtain such credit.

Section 8 A leave of absence may be granted for a period of up to one year for personal reasons or family illness. With respect to family illness, appropriate medical documentation may be required.

Section 9 Notification of Return: Exclusive of Section 1 of this article, Employees on extended unpaid leave shall notify Human Resources on or before April 1st of their intent to return for the following School Year. The Parties may extend the deadline date by mutual written agreement as to that Employee. However, if the Employee fails to provide proper notice pursuant to this Section, the Employee's employment will automatically terminate at the end of the fiscal year.

Section 10 Contract Status: Continuing Contract status shall be retained in accordance with Florida Statutes 1012.40

Section 11 Child Care Leave

a. A child care leave without pay, not to exceed one (1) year, shall be granted to an employee upon written request to the Principal/supervisor and the Superintendent.

b. If both parents are employed by the School District, child care leave shall be restricted to one parent at a time. The parents shall decide which will take the leave first.

c. Such a leave shall be requested at least thirty (30) calendar days prior to the conclusion of a maternity leave, or in the case of adoption, not later than three (3) months after the date of the adoption.

d. An Employee may request in writing an additional year of child care leave. Such request shall be submitted not less than thirty (30) calendar days prior to the conclusion of any such year already granted subject to the provision in “b” above.

e. Upon return from child care leave, the Employee shall be reinstated to his/her former position if possible. If it is not possible, he/she shall be reinstated to any available position for which he/she is qualified.

f. Leave time shall not accrue to any employee while on child care leave.

ARTICLE 13

PARENTAL LEAVE

Section 1

Parental leave will be governed by the School Board's *Family and Medical Leave Act policy*, as it exists at the time an employee submits a request for FMLA leave, with the exception that employees need not have one year and 1250 hours of service to be eligible for FMLA-style leave. Employees shall be eligible for leave consistent with the FMLA upon completion of 95 duty days of full-time work for the District.

Section 2

By providing this auxiliary, FMLA-style leave with lesser eligibility requirements, the Parties agree that an individual receiving the benefit of such leave does not become, by use of such leave, an FMLA-qualified employee. To continue District benefits while on FMLA-style leave the employee would be required to pay both the District and the employee portion of the premiums.

ARTICLE 14

EMPLOYEE EVALUATION

A. PROCEDURE

1) Within thirty (30) calendar days after the beginning of each school year, the building principal or appropriate supervisor shall acquaint each employee directly under his/her supervision with the evaluation procedures, standards, and instruments and advise each employee as to the supervisors who will observe and assess performance. (The evaluation instrument is attached as Appendix 6).

   (a) The purpose of the orientation is to achieve mutual understanding of the evaluation system.

   (b) No evaluation shall take place until such orientation has been completed.

   (c) A new employee or an employee transferred after the beginning of the school term shall be notified by the appropriate supervisor of evaluation procedures in effect.

   (d) Such notification shall be within two (2) weeks of the first day in the new assignment.

   (e) When the evaluator receives written input or recommendations to use for evaluation purposes the comments will be reduced to writing and a true copy given to the employee.

   (f) The employee will be advised of his or her right to have a response attached to the recommendation document.

2) Employees may access job descriptions on the School Board's website. Any modifications to a job description shall be available in school board minutes.

3) Each employee shall receive a written evaluation at least annually. At the employee's request, the evaluation shall be discussed in a conference between the employee and evaluating supervisor, which will be held during the duty day unless agreement between the parties allow other times. If the supervisor requests a conference, it will take place within the duty day.

4) Where deficiencies are brought to the employee's attention by his/her supervisor ("Needs Improvement" on the Performance Evaluation), the employee shall be responsible for taking the necessary steps for improving his/her skills to an acceptance level as determined by the principal or supervisor. Recommendations shall be offered the employee and such recommendations for improvement shall be noted in writing and a signed copy be retained by the

appropriate supervisor and the employee. Following remediation, reassessment shall be accorded the employee in compliance with the procedures of this article. If the final evaluation report fails to note specific deficiency, it shall be interpreted to mean adequate improvement has taken place. The professional judgment of the evaluator shall not be subject to the grievance procedure.

5) Any employee who believes the evaluation and/or remediation procedure(s) has not been followed may file a grievance on such procedure violation(s).

6) Employees shall acknowledge receipt of their written evaluation by signing at the bottom. Such signature does not necessarily indicate agreement with the content of the evaluation but merely indicates receipt. No employee shall be required to sign an incomplete or blank evaluation.

7) If the employee does not agree with any portion of the evaluation report given to him/her, he/she shall have the right to a conference with the evaluator and to attach a written response to the evaluation report within ten (10) workdays of receipt. An employee has the right to request, and it shall be granted, a second observation by a different evaluator that will be included in the final evaluation.

8) No monitoring by electronic devices shall be allowed other than bus cameras.

9) Employees shall not be penalized for appropriate use of accumulated leave.

B. Evaluation Committee

1. The Evaluation Committee is charged with recommending changes to the Evaluation Manual/instrument to the bargaining teams.

2. The Evaluation Committee shall also provide oversight of all planning, development, and implementation of the Evaluation Process.

    a. This may include creating and overseeing a system to ensure reliability and validity of observations and evaluations conducted by trained personnel.

3. The evaluation committee shall be comprised of 6 members, 3 appointed by the Superintendent and 3 by the DCEA President.

ARTICLE 15

DISCIPLINARY ACTIONS

Section 1

a. This Article covers actions involving oral or written warnings, written reprimands, suspensions, demotions, dismissals, or reductions in grade or pay with prejudice.
b. Disciplinary action may not be taken against an Employee except for just cause.
c. All facts pertaining to a disciplinary action shall be developed as promptly as possible. Actions under this article shall be promptly initiated after all the facts have been made known to the official responsible for taking the actions.

Section 2 Disciplinary action shall be governed by applicable statutes.

Section 3 An employee against whom action is to be taken under this Article 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.

Section 4 The Union shall be provided with a copy of all correspondence that is related to the action of the employee the Union is representing.

Section 5 The employee and his representative shall be afforded a reasonable amount of time to prepare and present appropriate responses to the proposed actions under this article through Step One of the Grievance Process. This amount of time is to be mutually agreed upon by the parties.

Section 6 Administrative involuntary reassignments to other schools, retraining, recertification, oral counseling, and remedial training shall not be considered disciplinary actions and shall not be used as a substitute thereof.

Section 7 Previous charges or actions that have been brought forth by the administration may be cited against the employee, if these previous acts occurred within the two years preceding the existing charge. All previous charges or actions must have been shared with the employee.

Section 8

a. The disciplinary dismissal, demotion, and suspension of any Employee shall be for just cause.

b. Where just cause warrants such action(s), an employee may be demoted, suspended, or dismissed upon recommendation of the immediate supervisor to the Superintendent of Schools. Except in cases that constitute a real immediate danger to the district or other flagrant violation, progressive discipline shall be administered as follows:
    1) Verbal reprimand (written notation placed in site file).
    2) Written reprimand filed in Personnel and site files.
    3) Suspension with or without pay.
    4) Dismissal.

Section 9 Notation for the record of verbal or oral reprimands at the school site level will be removed and/or destroyed after a period of one (1) year.

Section 10 Letters of reprimand will be marked, “no longer valid for discipline”, in an employee's official personnel file after a period of two (2) years if no further discipline of a like or similar nature has occurred.

Section 11. Except in the case of an emergency and the need to remove the employee from the classroom, all warnings, verbal, or written reprimands shall be given to the employee at the end of the duty day unless both parties agree otherwise.

ARTICLE 16

GRIEVANCE AND ARBITRATION

Section 1 Definitions

a. The "grievant" is an Employee, a group of Employees, or the Union filing a grievance.

b. The Union retains the right to file a grievance on any misapplication of this Agreement or on practices and policies affecting the terms of employment.

c. "Grievance" is a written allegation by the grievant referencing a specific article and section, that an alleged violation exists involving the interpretation or application of the terms of this agreement. A grievance may be processed through Section 2 of the Article, and shall be presented on the Grievance Form (Appendix 4).

Section 2 Procedure

a. Informal Step

The grievant and/or his representative shall request a meeting to discuss a grievance with the administrator and/or his designee allegedly causing the grievance with the objective of adjusting the grievance informally. Said request shall be made to the administrator involved no later than twenty (20) workdays after the incident first occurred or knowledge should reasonably be had thereof by the grievant. A meeting under this step shall take place within ten (10) workdays after such a request. If the grievant is not satisfied with the disposition of the grievance, the grievance may be taken to Step One of the formal procedures.

b. **Formal Steps**

1. **Step One**

On the adopted form, the grievant shall present the grievance to the administrator involved no later than ten (10) workdays after the informal meeting or, in the absence of such meeting, no later than twenty (20) workdays after the request for a meeting was made. The Administrator or his designee shall submit on the adopted form a written response to the grievant within ten (10) workdays after submission of the grievance. If the Superintendent is the Administrator involved in the grievance, Step Two may be waived by mutual, written agreement of the Parties.

2. **Step Two**

If the grievant is not satisfied with the disposition of the grievance in Step One, he may submit it on the adopted form to the Superintendent no later than twenty (20) workdays after the written response in Step One. The Superintendent shall submit on the adopted form a written response to the grievant no later than twenty (20) workdays after submission of the grievance in this step.

3. **Step Three**

If the grievant/Association is not satisfied with the disposition of the grievance from Step Two, the grievance may be referred to mediation. The grievant/Association and the District may mutually agree to submit a grievance

to mediation. The grievant/Association shall notify the District in writing within ten (10) workdays of the conclusion of Step Two of the grievant/Association's desire to refer the grievance to mediation. The District shall respond to the request for mediation within ten (10) workdays of the written request.

a. Within ten (10) workdays following the agreement of mediation, the grievant/Association shall request mediation services with Federal Mediation and Conciliation Service (FCMS). (THERE IS NO CHOICE, UNLIKE ARBITRATION, FMCS ONLY HAS 1 FOR OUR AREA). The mediation conference shall be scheduled at a mutually convenient location and time.

b. There shall be one designated spokesperson from each party at the mediation conference.

c. The mediator shall have the authority to meet separately with either party, but shall not have the authority to compel the resolution of a grievance.

d. The presentation of facts and considerations shall be limited to those presented at Step Two of the grievance procedure. However, new information shall be shared between the parties prior to the mediation conference. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made.

e. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance solely for the purpose of statistical analysis.

f. Any fees and expenses shall be shared equally by the parties.

g. Resolution through such mediation shall be reduced to writing and signed by all parties to the grievance. The grievance will be considered resolved and may not be appealed to Step Four.

4. **Step Four**

If the grievant is not satisfied with the disposition of the grievance in Step Two or the matter is not resolved through mediation at Step Three, he may submit it to the American Arbitration Association (AAA) or FMCS pursuant to the AAA Employment Arbitration Rules & Mediation Procedures or the rules of FMCS for a binding decision. Any submission hereunder shall be made no later than fifteen (15) workdays:

a. After the decision in Step Two is rendered; or

b. After the Parties' waiver of Step Two, if applicable, whichever is later.

Section 3 Rules

a. A party to a grievance proceeding shall have the right to representation of his choice at any step of the informal and formal proceedings. The parties shall not be required to discuss any grievance if the parties' requested representative is not present. An employee may avail himself of the grievance procedure in person or by counsel and have such grievance adjusted without intervention of the Union provided that:

1) the adjustment is not inconsistent with the terms of this Agreement; and

2) the Union has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

b. At any step of the grievance procedure, the time limits may be extended by mutual written agreement of the Parties to the grievance. Consent shall not be unreasonably withheld.

c. Except in cases that constitute dangerous and hazardous conditions, directives from administrators shall be complied with pending resolution of any dispute.

d. If a dispute exists concerning the arbitrability of an issue to arbitration, the issue of arbitrability shall be the first issue before the arbitrator, and no other matter will be considered by the arbitrator until he has issued his findings on the question of arbitrability.

e. The arbitrator shall have no power to add to, to subtract from, modify or alter the terms of this Agreement, nor shall the arbitrator have the power to arbitrate any matter expressly or impliedly excluded from arbitration.

f. Neither the Board nor the Union will be permitted to assert before the neutral any ground or evidence which was not previously disclosed to the other party except where a party was unable to produce said grounds or evidence prior to Step Three. The admissibility of such evidence shall be decided by the arbitrator prior to proceeding with the grievance hearing.

g. Any relief granted prior to Step Two requiring the expenditure of Board funds which is not in accordance with Florida Statutes, DOE Regulations, or Board Policies shall be void at that level but may be carried to Step Three, if appropriate. Any relief granted prior to Step Two shall not be deemed to establish past practice, custom, precedent, or usage as to any other circumstances or occurrences without the express approval of the Superintendent.

h. Step One and/or Step Two of the grievance procedure may be bypassed by mutual written agreement of the grievant and the Superintendent. The grievance shall be

brought directly to Step Two, Three, or Four within the applicable time from the date of the agreement to bypass.

i. The Parties will cooperate in the investigation of any grievance and will, except as limited in Article 18 (Personnel Records), furnish each other such requested information for the processing of any grievance provided that information is not legally restricted or work product related to the grievance or contract negotiations.

j. No reprisals or recrimination of any kind shall be taken by the Board, Administration, or Union against any employee because of his participation or non-participation in the procedures set forth in this Article.

k. Each party shall bear the full cost for its representation in the arbitration. The cost of arbitrator and the American Association (AAA) or FMCS will be divided equally between the parties.

l. Grievances and answers thereto submitted pursuant to this grievance procedure shall not be placed in an employee's permanent personnel file.

m. The grievant shall have the unequivocal right to stop a grievance completely at any informal or formal step of the grievance process.

ARTICLE 17

NON-WORKING DUTIES

Section 1 Employees shall not be assigned or required to perform the following non-working duties:

a. Lunchroom supervision during the duty-free lunch period.

b. Chaperone or attend after-school activities for which a supplement is not provided in accordance with the normal salary schedule. Acceptance of any such duties shall be voluntary.

Section 2 Employees may tutor for pay consistent with School Board Policy (4129.01) and applicable Florida Statute.

ARTICLE 18

PERSONNEL RECORDS

Section 1 Maintenance

There shall be only two (2) personnel files as defined in section 1012.31, *Florida Statutes*. One (1) file shall be maintained at the Department of Human Resources of the DeSoto County School Board and any request to view or copy the file shall be by submission of a written request to the Human Resources Director. The other file shall be maintained at the office of the Employee's Cost Center and any request to view or copy the file shall be by submission of a written request to the applicable School Principal/supervisor. No other file or memo shall be maintained on an Employee unless otherwise mandated by Statute. No copies of the official Personnel File shall be made except that which is photocopied by request of the employee or required by Florida Statute. Employees shall receive up to five (5) pages of their personnel files copied for free during each School Year. Additional pages may be copied at 15 cents per page.

Section 2 Personnel files will be managed and distributed in accordance with section 1012.31, *Florida Statutes*.

Section 3 Complaints

a. When a written complaint concerning an employee's conduct and performance is made by the parent of a student or any other member of the public, the supervising administrator shall attempt to resolve the complaint with the complaining party and consult with the employee involved.

b. No complaint shall be placed in the official personnel file until such time as the complaint has been sustained through an impartial hearing procedure (outlined in this contract or consistent with applicable statutes), or the parties involved have mutually agreed to the disposition of the complaint.

Section 4 General

a. An employee shall have the right, upon request, to review the contents of his personnel file and to receive copies of any documents contained therein. An employee shall have the right to be accompanied by an Association representative during such review. The employee may be charged the usual fee for copy services.

b. Nothing shall be placed in any employee file without the knowledge of the employee and a copy given to the employee at no expense.

c. The employee shall have the right to submit a written answer to such material and such answer shall be reviewed by the Superintendent and attached to the file.

d. The Board or its administrative representatives, including building principals/supervisors shall not establish any separate official personnel file which is not available for the employee's inspection.

ARTICLE 19

EMPLOYEE ASSIGNMENTS AND TRAVEL

Section 1 Employees will be notified in writing by July 1 of their tentative working assignments for the following year. It is recognized that scheduling problems may necessitate a change in working assignments after such notice. In that event, the employee will be notified of the change in writing within five (5) business days.

Section 2 If changes are made in items specified in the preceding Section prior to the employee's return to duty, the principal/supervisor shall, as soon as possible, notify the employee in writing using the employee's latest recorded address.

Section 3 The Board shall make every effort to arrange the schedules of employees who are assigned to more than one school so as to minimize the amount of inter-school travel. As soon as practicable, such employee shall be notified of any changes in their schedules.

Section 4 Any employee who travels under Board authorization shall have prior approval of the Superintendent or designee and be subject to Florida Statutes and policy of the Board. Each person, upon completion of a trip, shall file an expense account on the appropriate form obtained from the school bookkeeper or found on the School Board website within 30 calendar days of the completed trip, or by June 30th of the year, whichever is first.

Section 5 Out of county travel expenses directly related to attendance at credit earning courses or workshops shall be borne by the School Board when the Board requires such attendance.

ARTICLE 20

SUMMER SCHOOL PARTICIPATIONS

Section 1 Those Employees who work the summer school are subject to all rights, privileges and obligations contained in this Agreement. All Paraprofessional positions shall be filled with paraprofessionals before a teacher is hired for the paraprofessional position.

Section 2 An employee participating in the summer school program shall earn, be credited with, and be eligible to use, one (1) additional day of sick leave provided that he is contracted for the full term of the summer school. Employees already earning sick leave for the month of summer school are excluded.

Section 3 The hourly salary for summer school working positions will be listed on the job postings.

Section 4 Employees shall be considered before non-employees for employment in summer working positions.

Section 5 The selection of summer school staff shall be based upon the following:

a. Meeting requirements stated in the funding source.
b. Having appropriate Florida certification (ParaPro or AA degree)
c. Having received *effective or highly effective* on their evaluation in the previous and/or current school year.
d. Been board approved for re-employment in the ensuing year.
e. Principal(s) interview/recommendation.
f. Availability during summer school dates.
g. Attendance/dependability (excluded factor for individuals on approved FMLA leave).
h. Previous summer school experience in district

Once criteria a-h (above) have been met, preference will be given to employees who have worked the same grade level and/or subject or position (In the event that 2 or more employees meet all of the above criteria equally, the one with the longest length of service in the district shall be given preference.)

Section 6 Employees working at the summer institutes shall receive their normal hourly rate of pay unless the posting specifies otherwise. Pay days may vary from year to year, and therefore will be announced each summer.

Section 7 All applicants for summer institute will be notified of summer institute staff appointments at the same time.

ARTICLE 21

INSURANCE

Section 1 Health Insurance

The Board agrees to provide employees with hospitalization and health insurance programs.

If the retiree is ineligible for Medicare, the School Board will pay, upon retirement, one (1) year of the retiree's individual medical premium, or (1/2) year of the retiree's family rate. The Board will pay (1) year of the Medicare Part B cost for retirees who are eligible for Medicare. To be eligible for this incentive, an employee must have at least 6 years with FRS, a minimum of 20 continuous years of employment with the DeSoto County School Board and participate in the Board's insurance.

See APPENDIX 5 for rates.

Section 2 Life Insurance

a. The Board agrees to provide each employee with life insurance in an amount as specified in the current approved plan.
b. Employees are offered optional life insurance. If selected, the employee is responsible for all premiums.

Section 3. Insurance Review Committee

A. The Superintendent and DCEA President shall upon ratification of this Agreement appoint members to the Insurance Review Committee for the purposes of:

    1. The purpose of this committee will be to review all benefits including but not limited to changes and/or premium increases.

    2. Making recommendations as soon as possible each year.

    3. Provided two-thirds of the committee members agree to the recommendations, they shall be made directly to the Superintendent to present to the School Board which shall either accept the recommendations or refer them back to the committee; if less than this fraction of the committee members agree, the results of the committee's work shall be submitted to the parties' negotiations teams for resolution during subsequent bargaining.

B. The Review Committee shall consist of:

    1. Four members appointed by the Superintendent.

    2. Four employees appointed by the Union President.

3. One school board member appointed by the Chairman of the School Board.

Section 4. Minimum coverage of the insurance plan

The insurance plan will allow dependent children to remain on the employee's plan up to age 26.

ARTICLE 22

WAGES

Section 1 Employee Compensation Plan

a. The wages of each Employee covered by this Agreement is set forth in the link in Appendix 9. The applicable part are the sections that apply to non-instructional staff.

b. Any employee required to report to work during a hurricane emergency shall be paid for all hours worked in addition to regular pay the employee would have received had they not been required to work. If the hours worked exceed 40 in any week per IRS regulations, overtime pay shall be paid for work performed on district approved worksite. This shall apply only to worksites not opened by the district.

Section 2 Method of Payment

a. Number of Payments

Each Employee will be paid in 26 installments.

b. Pay Days

Pay days shall be bi-weekly on Friday.

c. Exceptions

When a pay day falls on a bank holiday or on a Friday when School District offices are closed, employees shall be paid on the preceding workday.

d. Final Pay

Each Employee shall receive his final paycheck(s) on the last workday.

e. Withholding of Pay

1. Payment for workdays completed shall not be withheld for punitive reasons.

2. When an employee is terminated or resigns, his/her final contract pay-out may be withheld for no more than 5 days in order to make necessary payroll adjustments.

3. The payroll specialist may withhold the direct deposit of a final payment, when notified by the Principal/supervisor or other authorized personnel, to make adjustments necessitated by Employee absence during the final pay cycle. Payment of the corrected amount shall be made to the employee as soon as possible and within (5) days of notification of the needed correction.

f. Payroll Errors

Necessary corrections of payroll errors shall be made within five (5) days of notification.

Section 3 Employment Verification

Employees have up to ninety (90) days to furnish verified experience for the current year. Verifications received after ninety (90) days will not be retroactive, but shall begin within two (2) payrolls cycles.

Section 4

Employees of the School Board of DeSoto County shall not have their salaries decreased in any continuous, successive year of employment with the School District, except as controlled by a change in the individual's employment status, i.e., work hours, promotion, demotion, involuntary transfer certificate level upgrade. The exact amount for employees will be determined during the budget cycle and/or the collective bargaining process with the local employee representatives.

Section 5. Extra Duty time

1. Call Back
a. An employee who is required to report to a work site for duty outside of the regular workday shall be paid for the actual hours worked plus the time normally required to travel to and from the worksite or a minimum of two hours, whichever is greater.
b. Employees who are called back and receive additional call backs before the expiration of the two-hour minimum will be paid for actual time worked beyond the minimum hours. If an employee is called back after the expiration of a prior two-hour minimum, the employee will be entitled to an additional two-hour minimum. The parties understand that employees on stand-by are entitled to both stand-by and call back pay when applicable.
c. If the extra duty time becomes contiguous with the employee's regular workday, s/he shall not be paid for the time required for travel.

2. Stand-by Response
a. Employees required to be on stand-by and respond to calls without reporting to a worksite will be compensated for all extra time worked or a minimum of 15 minutes per call, whichever is greater. Employees shall be compensated for a minimum of 30 minutes per eight-hour period.
b. Employees who respond to calls requiring them to report back to a worksite shall receive additional compensation in accordance with Sections 1 a-c. above.
c. All calls shall be logged appropriately on official district forms provided by each department.

3. Employees shall be paid for all extra duty time in accordance with Section C above.

Section 6 Workers Compensation

A. Employees shall be covered by Workers' compensation insurance as provided by Florida Statutes except as excluded under Union Leave. To be eligible for Workers' compensation an

employee must be injured while carrying out his/her duties as an employee of the School Board.

1. An employee shall be granted injury-in-the-line of duty leave with pay when his/her absence results from a personal injury received in the discharge of duty. Said leave shall be limited to ten duty days or as governed by Florida Statutes and shall not be chargeable to accumulated leave.
2. If additional leave is needed and not granted under the provisions of Florida Statutes, the employee may elect to take accumulated leave or to be paid under Workers' Compensation. The employee may use his/her accumulated leave to maintain his/her current daily wage in combination with Workers' Compensation benefits. In this case, the remaining leave balance shall be prorated.
3. Light Duty
    a. An employee may be offered light duty status on a temporary basis based upon a doctor's recommendation. Such employees shall experience no loss in their rate of pay, or benefits, while on light duty.
    b. Employees who have been determined medically to be unable to return to their regular position shall be assisted in identifying and applying for positions for which they are qualified. The employee shall be given first consideration for these positions for which they qualify and apply.
4. An employee shall be granted illness-in-the-line of duty leave with pay when his/her absence results from an illness contracted as a direct result of his/her employment, if it can be proven that the illness was not contracted from another source. Said leave shall be limited to ten duty days or as governed by Florida Statues and shall not be chargeable to accumulated leave. If additional leave is needed and not granted under the provisions of Florida Statutes, the employee may elect to take accumulated leave.

B. Employees shall be covered by Unemployment Compensation insurance as provided by Florida Statutes.

Section 7 Advanced Degree (See the compensation plan Appendix 2 for the supplement amounts.)

Section 8 School Board property must be returned by the end of an employee's last work day when there is a separation of employment. Property as well as administrative costs will be deducted from the last pay check or billed to an employee if not returned within three (3) days of the last working day unless other arrangements have been made and approved by the supervisor.

ARTICLE 23

TERMINAL PAY FOR ACCUMULATED LEAVE

Section 1 The Board will provide terminal pay to an employee at normal retirement from the Florida Retirement System or to his beneficiary if service is terminated by death. Such terminal pay shall be an amount consistent with section 1012.61, *Florida Statutes*.

a. During the first 3 years of service, the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave.

b. During the next 3 years of service, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave.

c. During the next 3 years of service, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave.

d. During the next 3 years of service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.

e. During and after the 13th year of service, the daily rate of pay multiplied by 100 percent times the number of days of accumulated sick leave.

Section 2 Terminal pay shall be awarded based solely on those days earned in the DeSoto County School District.

ARTICLE 24

EFFECT OF AGREEMENT

Section 1 Any provision of this Agreement shall be determined a valid exception to and shall supersede any existing DeSoto School Board rules, regulations, orders, or practices which are contrary to or inconsistent with the terms of this Agreement.

Section 2 An individual contract which is executed during the terms of this Agreement between the Board and an Employee shall be made expressly subject to the terms of this Agreement. An individual contract which is executed during an interim period between this and subsequent agreements between the Board and an Employee shall contain a clause providing that after execution of the Agreement, said individual contract shall be brought into conformity with the terms of that Agreement.

ARTICLE 25

MULTI-YEAR PROVISIONS

Section 1 The DeSoto County School Board and the DeSoto County Educators Association agree to a three-year contract effective July 1, 2025 through June 30, 2028 with the understanding that

a. by mutual consent, the parties may reopen articles contained in the Agreement or introduce new articles.

b. The Union and/or School District may each reopen for negotiations each school year monetary items and up to three non-monetary articles.

Section 2 Monetary items shall include salary, salary adjustments, supplements and other fringe benefits as well as monetary items not contained in current/then current contract language or requiring additional contract language.

Section 3 Notwithstanding provisions contained in Section 1 and 2 of this Article, items subject to negotiations may be expanded by mutual consent of the parties.

ARTICLE 26

School District of DeSoto
School Board Action
MAY 12 2026
APPROVED

DURATION OF AGREEMENT

1. Salary shall be effective July 1, 2025 or the beginning date of the individual's contract. All other Articles in this Agreement shall be effective as of July 1, 2024 and shall continue in effect until June 30, 2028. This Agreement may be extended.
2. This Agreement may not be assigned by either party.
3. The authority to implement this agreement is granted by ratification by the Bargaining Unit Employees and approval by the School Board of DeSoto County.

IN CONSIDERATION OF THE MUTUAL COVENANTS THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN THE DESOTO COUNTY EDUCATORS' ASSOCIATION AND THE SCHOOL BOARD OF DESOTO COUNTY, FLORIDA.

D.C.E.A.

Andy Heine, President

SCHOOL BOARD OF DESOTO COUNTY

Dr. Bobby Bennett, Superintendent of Schools

APPENDICES

APPENDIX 1: PERC CERTIFICATION NO. 1890

STATE OF FLORIDA

PUBLIC EMPLOYEES RELATIONS COMMISSION

DESOTO COUNTY EDUCATORS ASSOCIATION,

Petitioner,

v.

SCHOOL BOARD OF DESOTO COUNTY, FLORIDA,

Respondent.
_____/

Case No. EL-2025-172
(Relates to RC-2025-056)

Order No.: 25E-1133
Date Issued: November 04, 2025

VERIFICATION OF ELECTION RESULTS AND RECERTIFICATION OF EXCLUSIVE COLLECTIVE BARGAINING REPRESENTATIVE

A petition was filed pursuant to sections 447.305(6) and 447.307(2), Florida Statutes (2025), seeking recertification for the following bargaining unit:

INCLUDED: All full-time and regular part-time nonprofessional educational support employees of the School District of DeSoto County including:

Accounting Clerk
Accounting – Inventory Clerk
Accounts Payable Clerk
Assessment Resource Officer
Attendance Clerk
Bookkeeper, District
Bookkeeper, Elementary School
Bookkeeper, High School
Bookkeeper, Middle School
Bus Driver – Operator
Bus Monitor
Clerical Assistant
Computer and Systems Technician – Level 1
Computer and Systems Technician – Level 2
Custodian
Custodian, Head
Data Integration Specialist
Food Service Assistant
Food Service Assistant Manager

Certification 1890

Graphics Assistant
Graphics Specialist
Grounds Crew
Grounds Crew Coordinator
Help Desk Technician
Homeless Advocate
Interpreter Deaf/Hard-of-Hearing I
Interpreter Deaf/Hard-of-Hearing II
Lead Instructor ESE/Preschool
Maintenance Assistant
Maintenance Specialist
Maintenance Specialist/Electrician
Maintenance Specialist/HVAC
Maintenance Specialist/Plumber
Mechanic
Mechanic, Chief
Migrant Recruiter
Paraprofessional
Paraprofessional – Exceptional Student Education
Paraprofessional – Workforce Education
Payroll Operations Specialist
Purchasing Specialist
Receptionist, District
Receptionist, School
Registrar
Route Specialist
School Clerk, Elementary
School Data Clerk
Secretary, District
Secretary, Guidance – Discipline
Senior Accounting Clerk
Signing Paraprofessional
Student Information Specialist
Student Monitor
Student Records Specialist
Teacher Assistant
Teacher Assistant – Exceptional Student Education
Teacher Assistant – Lead
Transportation Dispatcher

EXCLUDED: Superintendent; instructional personnel covered by PERC Certification 73; administrative personnel and managers as defined in section 1012.01(2), (3), and (7), Florida Statutes; Maintenance Supervisor;

Manager Food Services; Executive Assistant to the Superintendent; Executive Assistant to the Assistant Superintendent; Secretary to the School Board; Secretary to the Superintendent; Executive Secretary Administrator; Executive Secretary Instruction; Executive Secretary; managerial, professional, and confidential employees; and all other employees of the School District of DeSoto County, Florida.

A secret ballot recertification election was conducted September 8, 2025, through October 6, 2025. The election results are as follows:

1.	Approximate number of eligible voters	239
2.	Void Ballots	0
3.	Votes cast for Petitioner	39
4.	Votes cast against participating organization(s)	2
5.	Valid votes counted	41
6.	Challenged ballots	0
7.	Valid votes counted plus challenged ballots	41
8.	Challenges are not sufficient to affect the results of the election.	

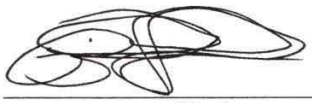
The Commission VERIFIES the results of the election conducted. The Petitioner received a majority of the valid votes plus challenged ballots. Pursuant to section 447.307(3)(b), Florida Statutes (2025), the Commission RECERTIFIES the Petitioner (OR-1986-074) as the exclusive collective bargaining representative for employees in the unit described above. Certification Number 1890, previously issued to the Petitioner, remains in effect.

This order may be appealed to the appropriate district court of appeal. A notice of appeal must be received by the Commission and the district court of appeal within **thirty days** from the date of this order. Except in cases of indigency, the court will require a filing fee and the Commission will require payment for preparing the record on appeal. Further explanation of the right to appeal is provided in sections 120.68 and 447.504, Florida Statutes (2025), and the Florida Rules of Appellate Procedure.

EL-2025-172
(Relates to RC-2025-056)

It is so ordered.
CARPENTER, Chair, AARON and SASSO, Commissioners, concur.

I HEREBY CERTIFY that this document was filed and a copy served on each party on November 4, 2025.

BY: 
Clerk

/ia

COPIES FURNISHED:

For Petitioner
Goliath J. Davis IV, Esquire

For Respondent
Gina Stafford

APPENDIX 2: EMPLOYEE COMPENSATION PLAN

Please refer to School District of DeSoto County website
https://www.desotoschools.com/departments/human-resources/contracts-handbooks.

APPENDIX 3: EMPLOYEE SICK LEAVE TRANSFER PROGRAM

Employee Sick Leave Transfer Program

Purpose

The purpose of the ***Employee Sick Leave Transfer Program (ESLTP)*** is to establish a means by which all full-time district employees may donate sick leave time to, or accept sick leave time from, other full-time district employees, regardless of their familial or marital relationship.

The ESLTP replaces the current Sick Leave Bank which is currently only available to instructional personnel who voluntarily enroll.

Eligibility for Membership

All full-time district employees who have completed one (1) employment or contract year without a break in service with the DeSoto County School Board are eligible to receive sick leave time through the ESLTP.

Conditions for Donating Sick Leave Time

- The donor employee must designate the employee to whom the donated sick leave time is to be given and the number of sick leave hours to be donated to that employee.
- The donor employee must maintain a balance of sick leave time equivalent to 10 days (usually 75/80 hours) for his/her own use.
- The donor employee must reclaim any unused sick leave time given to another employee in the ESLTP. Reclaimed sick leave time will retain its terminal value for the donor employee.

Conditions for Receiving Donated Sick Leave Time

- The recipient employee must have used all accrued sick and annual leave time.
- The recipient employee must not be collecting workers compensation.

- The recipient employee must not have used more than 60 days (usually 450/480 hours) of transferred sick leave time in the preceding twelve month period.
- The recipient employee must have suffered an illness or accident which requires absence from the workplace for a minimum of 5 consecutive days. Such illness or accident must be documented by the Florida-licensed treating physician within 5 working days of the request.
- The recipient employee will not accrue additional sick leave time while out of work on the Employee Sick Leave Transfer Program.
- Excluded from the ESLTP are absences from the workplace due to
    - Elective and/or cosmetic surgery
    - Pregnancy and/or childbirth without medically verified complications
- Sick leave time transferred to a recipient employee has no terminal value for that employee.

The Donating/Receiving Process

- It will be the responsibility of the employee seeking donated sick leave time to provide physician documentation to the Benefits Specialist in the Department of Human Resources. This documentation must certify that a minimum of 5 consecutive days of absence from the workplace is required and must estimate the total length of time the employee will be unable to work.
- The employee seeking donated sick leave time must complete the ***Request for Sick Leave Transfer*** form and approve the release of any information distributed to employees for the purpose of requesting donations of sick leave time. If the employee is unable to complete the Request form, the bookkeeper at his/her worksite may complete and submit the form upon request.
- The request for donations of sick leave time will be posted, circulated, or otherwise distributed by the bookkeeper at the employee's work site and, if requested, among all district employees at all work sites by the HR Department.
- Employees wishing to donate sick leave time must contact the Benefits Specialist in HR and complete the ***Sick Leave Transfer Authorization*** form in a timely manner.

- The ***Sick Leave Transfer Authorization*** form must be approved by the Associate Director of Human Resources and forwarded to the appropriate personnel in the Finance Department for implementation.
- No more than 60 days (450/480 hours) of sick leave time may be transferred to any one individual within a 12-month period.
- If more sick leave time is donated than is needed by the employee, donors will be selected chronologically by date and time of donation. If multiple donors submit forms as a group at the same time, the needed donors will be selected at random from the group. Donors of all remaining, unused donated sick time will be notified by Human Resources that their donated sick leave time was not used.

EMPLOYEE SICK LEAVE TRANSFER PROGRAM (ESLTP)

Request for Sick Leave Transfer

Name: _____

Date: _____

Full-Time Employee: _____ YES _____ NO

Work Site: _____

Number of Days Requested: _____ (5 days minimum; 60 days maximum)

Dates of Sick Leave: _____ thru _____

Physician Documentation: _____ YES _____ NO

Information to be posted or distributed to employees:

_____

_____

_____

_____

Location of Posting: _____ Work site only _____ District-wide

Employee Signature: _____

Benefits Specialist Verification: _____

Human Resources Approval: _____

EMPLOYEE SICK LEAVE TRANSFER PROGRAM (ESLTP)

Sick Leave Transfer Authorization

Name: _____

Date: _____

Full-Time Employee: _____ YES _____ NO

Work Site: _____

Number of Days Transferred: _____ (donor must maintain 10-day balance)

Name of Recipient: _____

Employee Signature: _____

Payroll Verification: _____

Human Resources Approval: _____

APPENDIX 4: GRIEVANCE FORM

I. **GRIEVANCE**

REGISTER NUMBER _____

Desoto County Educators Association - DCEA.
SCHOOL BOARD OF Desoto COUNTY, FLORIDA Teacher ESP

The parties agree to use the following form to resolve disputes in good faith.

NAME: _____ HOME PHONE: _

IMMEDIATE SUPERVISOR: _____ WORK LOCATION:_____

SERVICE UNIT CONTACT: _____

DATE OF VIOLATION: _____

DATE OF INFORMAL MEETING:_____

DATE OF INFORMAL RESPONSE: _____

ATTACH A STATEMENT CONTAINING THE FOLLOWING:

1. Statement of the facts upon which the grievance is based:
2. A reference to the specific section(s) of the Contract allegedly violated
3. An explanation as to how the employee believes each cited section was violated
4. A suggested remedy by the employee

STEP ONE: SIGNATURE OF GRIEVANT

SIGNATURE: _____ DATE: _____

STEP ONE: RESPONSE BY IMMEDIATE SUPERVISOR

DENIED _____ GRANTED ____ REASON: _____

SIGNATURE: _____ DATE: _____

STEP TWO: RESPONSE BY SUPERINTENDENT OR DESIGNEE

DENIED _____ GRANTED ____ REASON: _____

SIGNATURE: _____ DATE: _____

STEP THREE: ASSOCIATION DECISION RE: APPEAL TO MEDIATION

( ) ACCEPT SUPT. / DESIGNEE'S RESPONSE
( ) WAIVE APPEAL WITH PREJUDICE
( ) APPEAL TO MEDIATION
( ) MOVE DIRECTLY TO STEP 5

FOR THE ASSOCIATION:_____

STEP FOUR: ASSOCIATION DECISION RE: APPEAL TO ARBITRATION

( ) ACCEPT MEDIATION DECISION
( ) WAIVE APPEAL WITH PREJUDICE
( ) APPEAL TO ARBITRATION

FOR THE ASSOCIATION:_____

STEP FIVE: ARBITRATION

APPENDIX 5: SAFE DRIVER PLAN

8600B - BUS DRIVER SAFETY (SAFE DRIVER PLAN)

INTRODUCTION:
This plan is designed to prevent the hiring of unqualified applicants by requiring that driver's license checks be conducted on potential School District employees. This plan also prevents existing employees with poor driving records from driving a School District vehicle.

CDL License holders need to be aware that points assigned by the Court System are not affected by this plan.

PURPOSE:
The purpose of the Safe Driver Plan and Safe Driver Committee is to improve safety throughout the School District by reviewing traffic accidents and incidents, tracking points accumulated through this plan, and recommending corrective action to a driver's supervisor. The responsibility for taking corrective action is the sole responsibility of the driver's supervisor. Any corrective action taken by a supervisor must follow all School Board policies and procedures.

Accident: shall be defined as when a motor vehicle collides with another vehicle, pedestrian, animal, road debris, or other stationary obstruction, that may result in property damage, injury and/or death.

Driver: shall be defined as any employee of the School District regardless of job description or, during the performance of his/her job assignments, operates a School District vehicle.

Incident: shall be defined as a planned or unplanned event which disrupts the driving and/or the driver's process and has the potential of resulting in injury, harm or damage to persons or property. Shall also include any violation of School Board policy, school district/department procedure or practice.

Video Review: Video footage shall be reviewed only when there is a reasonable and objective basis to do so, such as in response to a specific complaint, observed or reported safety concern, suspected policy violation, or other legitimate workplace issue. If it is determined that an employee has violated school board policy, the safe driver plan and/or established procedures, the employee is subject to disciplinary action up to and including termination.

Plan:
At the beginning of the school year, all employees shall receive a copy or be given the location of the electronic version of the Safe Driver Plan as part of the Annual Procedures Review and be given an opportunity to view the plan and have all his/her questions answered at the time of employment. All employees are required to sign the Safe Driver Acknowledgement Form indicating that he/she has read and understands the plan.

All drivers of School District vehicles shall establish and maintain a driving record which exemplifies careful driving habits. Regard must be shown for their own personal safety and property and the safety and property of others.

All employees who drive for the School District, shall be required to hold a and maintain a valid driver's license and will have their driving record reviewed periodically. Any change in status through accumulation of points either from the Department of Highway Safety or as assigned through this plan will result in an employee's driving record being forwarded to their supervisor with a recommended action plan. The Director of Transportation is responsible for monitoring all driving records and all bus drivers will be required to report the following to the Director of Transportation:

A. all accidents and violations in which they are involved as the driver of a Board-owned/leased vehicle;

B. all accidents and violations in which they are cited or charged as the driver of non-school owned/leased vehicles;

C. all evidence of damage to assigned vehicle(s);

D. suspension or revocation of driver's license. No driver shall be allowed to drive a vehicle belonging to or leased by the Board without proper license or when such license is under suspension or revocation.

Failure to report within twenty-four (24) hours or before the next driving assignment or making false misleading report(s) may be grounds for termination of employment.

Drivers shall not be assigned points for citations received while off duty until the related court proceedings have concluded. If the driver is found responsible or convicted, points shall be assessed effective the date of the first Safe Driver Plan Committee meeting following the conviction.

For citations or incidents occurring while operating a School District vehicle, the Safe Driver Plan Committee may initiate an investigation and, if warranted based on available evidence, proceed with assigning points, recommending corrective measures, or taking other appropriate action prior to the conclusion of court proceedings, where such action is necessary to address immediate safety or operational concerns.

Points shall not be assigned unless supported by documented evidence in addition to the citation, such as video footage, witness statements, or firsthand observations by District personnel. A citation alone shall not constitute sufficient grounds for assigning points.

For monitoring purposes, driving records will be checked by using the weekly driver records checked, required by the Department of Education.

No primary employee, as defined in the drug/alcohol testing program, will be terminated based on his/her driving record prior to the original effective date of this plan. Prospective employees (drivers) will not be hired if, according to this plan, they have more than four (4) points in the last year or more than eight (8) in the last seven
A. years or convicted of a DWI, DUI, or DUBAL. If an employee is terminated as a driver due to his/her driving record and desires re-employment s/he may apply for employment and will be considered for employment in a non-driving position. Any substitute employee or volunteer driver, as defined in the drug/alcohol testing program, whose driving record does not meet the point criteria described in this section will be allowed to drive a bus after the original effective date of this plan.

The driving record of all Board bus drivers (primary employees, substitute employees and volunteers) will be reviewed at least twice annually. A driver involved in a single accident or event and convicted for more than one (1) violation will receive no less than the maximum points assigned to the highest violation category.

A Safe Driver Committee will administer this plan. The committee will be organized and trained to perform the following duties:

A. Investigate and review all incidents and/or accidents, in a timely manner that involve School District drivers
B. Determine whether an accident or incident was preventable or unpreventable
C. A preventable accident or incident is any occurrence involving an employer owned or leased vehicle which results in property damage regardless of who was injured, what property was damaged, to what extent or where it occurred in which the driver in question failed to do everything reasonable to prevent it.
D. Assess points for any violation or incident and/or accidents from 0 through 10 following the approved point system as outlined in this plan.
E. Make a recommendation to an employee's supervisor of corrective actions to be taken based on points assigned through this plan. Recommendations for disciplinary action by the Safe Driver Committee will not exceed the discipline as set forth by School Board Policy.

A Safe Driver Committee consisting of the individuals in the following positions will administer the plan:

A. Chairperson: District Safety Specialist

B. Member: Chief Mechanic

C. Member: Transportation Confidential Secretary/Bookkeeper

The Director of Transportation shall establish a schedule for review of driver's records and shall provide to the Chairperson a record of convictions in accordance with this plan. An employee has the right to appeal assessment of points and/or administrative actions relating thereto by requesting a hearing before the Safe Driver Plan Committee. This appeal shall be by letter to the Chairperson within five (5) working days of receipt of notice of Committee action and will state the employee's objections in detail.

The appeal committee shall consist of the following positions:

A. Chairperson: Director of Human Resources

B. Member: Director of Transportation

C. Member: Deputy Superintendent

After the Appeal Hearing, the Appeal Committee will provide the employee with their decision within five (5) working days from the date of the appeal.

VIOLATION CATEGORIES	MAXIMUM POINTS TO BE ASSIGNED
1. Driving while impaired (DWI), driving under the influence (DUI, or driving with unlawful blood alcohol level (DUBAL) will result in mandatory recommendation for termination as a driver.	10
2. Speeding 15 mph or less over the limit.	3
3. Speeding 15 mph over posted limit.	4
4. Careless driving.	4
5. Reckless driving.	4
6. Failure to observe stop sign.	4
7. Failure to observe red light.	4
8. Failure to observe traffic instruction sign.	1
9. Operating without a valid driver's license or improper (revoked, suspended, and the like) licenses.	10
10. Improper lane change.	4
11. Failure to have vehicle under control.	4
12. Crossing private property to avoid traffic light or stop sign.	2
13. Driving on wrong side of road.	2
14. Improper turn.	2
15. Failure to yield – entering through highway.	4
16. Failure to yield – right-of-way.	4
17. Improper backing.	2
18. Following too close.	2
19. Improper passing.	4
20. Leaving the scene of an accident.	10
21. Failure to stop at railroad crossing (when required to do so).	5
22. Fleeing or attempting to elude police officer.	10
23. Failure to observe any other established driving law. Points will be established 0-10 by committee using the above schedule as a guide.	0-10
24. Use of personal wireless communications device	4-6
25. Not at fault.	0
26. Unable to determine.	0
27. Any accident indicating evidence of driver negligence, results in injuries, damage to vehicles or property, or demonstrates unsafe driving practices may be charged in this category. The committee using the above schedule may assess 0-10 points using above violation categories as a guide. A simple majority of committee members must agree on the number of points assessed.	0-10

An accumulation of points shall result in the following administrative action.

NUMBER OF POINTS	TIME PERIOD	PRIMARY EMPLOYEE ACTION	SUBSTITUTE/VOLUNTEER DRIVER ACTION
1-2 points	**12-month period**	**Verbal warning/corrective action**	**Verbal warning/corrective action**
3-4 points	**12-month period**	**Documented warning and/ or corrective action**	**Documented warning and/ or corrective action**
5-6 points	**12-month period**	**1-day suspension without pay**	**1-day suspension without pay**
7-9 points	**12-month period**	**3-day suspension without pay**	**3-day suspension without pay**
10 points	**12-month period**	**Termination of employment as a driver**	**Termination of employment as a driver**
15 points	**24-month period**	**Termination of employment as a driver**	**Termination of employment as a driver**
20 points	**36-month period**	**Termination of employment as a driver**	**Termination of employment as a driver**

APPENDIX 6: EMPLOYEE EVALUATION FORM

Instructional Support Evaluation Information

Evaluation Procedures:

If an employee is completing his/her job responsibilities effectively an "E" (or Effective) will be indicated for each applicable dimension of the evaluation. If improvement has been noted AND the employee has received feedback via the Instructional Support Feedback Form or through progressive discipline then "NI" (Needs Improvement) or "U" (Unsatisfactory) may be indicated.

> Needs Improvement Rating - If one Instructional Support Feedback Form was discussed and provided to the employee for one given dimension an "NI" may be indicated for that dimension. This indicator may be marked if an oral reprimand was received and is in alignment with an indicated dimension of the evaluation.
>
> Unsatisfactory Rating - If two Instructional Support Feedback Forms were discussed and provided to the employee for one given dimension a "U" may be indicated for that dimension. This indicator may be marked if a written reprimand was received and is in alignment with an indicated dimension of the evaluation.

Evaluation Results:

If two or more dimensions are rated as "U" (or Unsatisfactory) that would constitute an overall Unsatisfactory evaluation.

District Improvement Plan:

A District Improvement Plan will be initiated if an overall rating of Unsatisfactory is indicated on the Instructional Support Evaluation. If a District Improvement Plan (DIP) is initiated the DIP Team [Director of HR, evaluator, employee, and representative (if applicable)] must meet within 20 working days of the time that the evaluation was presented to the employee in order to begin implementation of the process.

At the first meeting, the evaluator must specifically outline areas of unsatisfactory performance and present what improvements would be necessary for the performance to be considered satisfactory. The evaluator must also recommend prescriptions for improvement in the specific areas of concern. The employee has the right to have representation at all meetings during the District Improvement Plan process.

Within 20 working days of the first meeting of the District Improvement Plan process, a written plan of improvement must be presented by the evaluator to the employee. The plan must define specific persons, procedures, activities, or training which will assist the employee in achieving success. The plan evaluation period will last approximately 100 working days. The plan may be terminated prior to the 100 working days by mutual agreement if deficiencies have been remedied.

The plan will outline specific meeting times for the DIP team members and the employee to share feedback on the progress of the plan. Meetings will be held on approximately day 25, 50, and 75 of the evaluation period. Within ten days of the conclusion of the 100-day evaluation period, the evaluator will undertake another complete evaluation. If the employee has not achieved the goals of the improvement plan, s/he may be recommended for termination. The result of the evaluation will be presented to the employee at the final evaluation meeting (at approximately the 100th working day).

School District of DeSoto County

Instructional Support Evaluation Form – School Bus Driver

NAME:	
SCHOOL/DEPARTMENT:	JOB TITLE:
CONTRACT STATUS: ☐ CONTINUING CONTRACT (CC) ☐ PROBATIONARY CONTRACT	

JOB DIMENSION	E	NI	U
Technical Knowledge and Job Skills: • Uses good judgement in writing referrals to discipline students, identified the specific violations, etc. • Uses appropriate techniques in maintaining order among students on the bus. • Provides careful and close supervision of students. • Demonstrates an understanding in use and care of vehicles. • Demonstrates proficiency in defensive driving techniques. • Adheres to federal, state, and local regulations affecting position/duties. • Completes walk-around and safety inspection. • Reports all mechanical vehicle needs promptly in writing. • Performs duties using safe techniques and helps to maintain a safe environment.			
Professional Qualities: • Attends safety meetings and preschool training. • Completes necessary reports accurately and submits them on time. • Demonstrates willingness to help in emergencies. • Maintains a clean bus. • Follows written and oral instructions.			
Tolerance for Stress: • Performs job with stability under pressure and/or opposition. • Exercises patience and displays interest in dealing with students, parents, other employees, and the public.			
Communication: • Demonstrates positive, courteous manner, including gestures and nonverbal communications to students, staff, parents, administrators, and public. • Demonstrates effective oral communication to students, staff, parents, administrators, and public.			
Personal Attributes: • Seeks to continuously develop job skills. • Exhibits a positive attitude toward work. • Demonstrates willingness to adapt. • Accepts feedback and criticism constructively. • Works effectively with and supports others. • Performs daily performance responsibilities, requiring minimal supervision. • Demonstrates initiative. • Wears assigned uniform and is well groomed. • Uses good judgement.			
Attendance: • Maintains good attendance and is punctual.			
E = Effective Performance NI = Needs Improvement U = Unsatisfactory			

Overall Evaluation: ☐ Satisfactory ☐ Unsatisfactory

Signature of Evaluator Date

Signature of Employee Date

The signature of the employee indicates that he/she has read this evaluation and does not necessarily imply agreement.

School District of DeSoto County

Instructional Support Evaluation Form – Custodian, Maintenance, Supply and Other Trades

NAME:	
SCHOOL/DEPARTMENT:	JOB TITLE:
CONTRACT STATUS: ☐ CONTINUING CONTRACT (CC) ☐ PROBATIONARY CONTRACT	

JOB DIMENSION	E	NI	U
Technical Knowledge and Job Skills: • Demonstrates appropriate use of tools and equipment. • Follows appropriate procedures for requesting materials. • Follows appropriate estimating requirements for each job. • Understands and executes proper paperwork as required. • Adheres to federal, state, and local rules and regulations effecting position/duties. • Properly maintains and cares for tools, equipment, including vehicles and materials. • Maintains a safe and orderly work area. • Reports safety deficiencies. • Takes appropriate action to correct safety deficiencies. • Operates vehicles and other equipment in a safe manner. • Performs duties using safe techniques and helps to maintain a safe environment.			
Professional Qualities: • Secures tools, equipment and vehicles. • Completes assigned tasks effectively and efficiently. • Follows oral/written directions and work schedules. • Completes appropriate follow-up actions. • Effectively plans, schedules, and monitors work. • Participates in department/school/district meetings/training workshops. • Achieves expected results with few errors. • Follows prescribed clean-up techniques.			
Tolerance for Stress: • Performs job with stability under pressure and/or opposition. • Exercises patience and displays interest in dealing with students, parents, other employees, and the public.			
Communication: • Demonstrates positive, courteous manner, including gestures and nonverbal communications to students, staff, parents, administrators, and public. • Demonstrates effective oral communication to students, staff, parents, administrators, and visitors.			
Personal Attributes: • Exhibits a positive attitude toward work. • Accepts feedback and criticism constructively. • Works effectively with, cooperates with, and supports others. • Performs daily performance responsibilities, requiring minimal supervision. • Demonstrates initiative. • Wears assigned uniform and is well groomed. • Uses good judgement.			
Attendance: • Maintains good attendance and is punctual.			
E = Effective Performance NI = Needs Improvement U = Unsatisfactory			

Overall Evaluation: ☐ Satisfactory ☐ Unsatisfactory

Signature of Evaluator Date Signature of Employee Date

The signature of the employee indicates that he/she has read this evaluation and does not necessarily imply agreement.

School District of DeSoto County

Instructional Support Evaluation Form – Food Service Workers and Other Similar Positions

NAME:		
SCHOOL/DEPARTMENT:	JOB TITLE:	
CONTRACT STATUS: ☐ CONTINUING CONTRACT (CC) ☐ PROBATIONARY CONTRACT		

JOB DIMENSION	E	NI	U
Technical Knowledge and Job Skills: • Shows adaptability to duties. • Maintains high standards in quality food preparation. • Practices high standards in sanitation care of equipment. • Helps merchandise food in an appropriate manner. • Practices proper use and care of equipment. • Follows accuclaim regulations and school food service policies. • Paperwork is complete and accurate. • Follows standardized recipes. • Able to complete tasks using assigned speed level. • Performs duties using safe techniques and helps to maintain a safe environment.			
Professional Qualities: • Follows written and oral work schedules. • Exhibits dependability. • Is cooperative and flexible. • Shows initiative to improve services to students. • Participates in staff improvement meetings/training workshops.			
Tolerance for Stress: • Performs job with stability under pressure and/or opposition. • Exercises patience and genuine concern in dealing with students, parents, other employees, and the public.			
Communication: • Demonstrates positive, courteous manner, including gestures and nonverbal communications to students, staff, parents, administrators, and visitors. • Supports projects and communicates with supervisor to expediate completion of School/department/district goals.			
Personal Attributes: • Exhibits a positive attitude toward work. • Accepts feedback and criticism constructively. • Works effectively with, cooperates with, and supports others. • Performs daily performance responsibilities, requiring minimal supervision. • Demonstrates initiative. • Wears assigned uniform and is well groomed.			
Attendance: • Maintains good attendance and is punctual.			
E = Effective Performance *NI = Needs Improvement* *U = Unsatisfactory*			

Overall Evaluation: ☐ Satisfactory ☐ Unsatisfactory

Signature of Evaluator Date

Signature of Employee Date

The signature of the employee indicates that he/she has read this evaluation and does not necessarily imply agreement.

School District of DeSoto County
Instructional Support Feedback Form

NAME:	
SCHOOL/DEPARTMENT:	JOB TITLE:

Feedback Based Upon (check all that apply):

	Observation
	Records/Reports
	Review of Work
	Other (please specify): _____

Feedback is aligned to the following dimension of the evaluation (check only one box):

	Technical Knowledge and Job Skills
	Professional Qualities
	Tolerance for Stress
	Communication
	Personal Attributes
	Attendance

Descriptive Feedback	
Statement specifying deficiencies:	
Statement of improvement desired:	
Improvement strategy 1:	
Improvement strategy 2:	
Success in rectifying deficiencies will be determined by:	
Time frame to improve:	
Potential consequences for lack of improvement:	

Next meeting date (date of progress review): _____

_____ _____ _____ _____

Signature of Evaluator Date Signature of Employee Date

The signature of the employee indicates that he/she has read this evaluation and does not necessarily imply agreement.

School District of DeSoto County

Instructional Support Evaluation Form – Office Personnel

NAME:	
SCHOOL/DEPARTMENT:	JOB TITLE:
CONTRACT STATUS: ☐ CONTINUING CONTRACT (CC) ☐ PROBATIONARY CONTRACT	

JOB DIMENSION	E	NI	U
Technical Knowledge and Job Skills: • Demonstrates skill in keyboarding and use of related office equipment • Adheres to federal, state, and local rules and regulations affecting position/duties. • Demonstrates ability to learn new job-related skills with routine training. • Demonstrates knowledge of where to obtain job-related information within school district. • Effectively plans, schedules, and prioritizes work to meet deadlines. • Completes assigned work in a timely manner. • Demonstrates attention to detail by completing work accurately. • Utilizes a system of accessing specific information and demonstrates capability for retrieving and delivering information. • Maintains a safe and orderly work area. • Performs duties using safe techniques and helps to maintain a safe environment.			
Professional Qualities: • Follows oral/written directions and work schedule. • Exhibits dependability. • Cooperates with others to facilitate school/department/district goals. • Shows initiative to improve services. • Participates in department/school/district meetings/training workshops. • Completes appropriate follow-up actions.			
Tolerance for Stress: • Performs job with stability under pressure and/or opposition. • Exercises patience and displays interest in dealing with students, parents, other employees, and the public.			
Communication: • Demonstrates positive, courteous manner, including gestures and nonverbal communications to students, staff, parents, administrators, and visitors, in person and on the telephone. • Demonstrates sensitivity to the confidentiality of records/information. • Proofreads and edits all work to ensure that it is accurate and grammatically correct. • Monitors and supports projects and communicates with supervisor to expedite completion of school/department/district goals.			
Personal Attributes: • Seeks to continuously develop job skills. • Exhibits a positive attitude toward work. • Demonstrates willingness to adapt. • Accepts feedback and criticism constructively. • Works effectively with and supports others. • Performs daily performance responsibilities, requiring minimal supervision. • Demonstrates initiative. • Dresses in an appropriate manner and is well groomed. • Uses good judgement.			
Attendance: • Maintains good attendance and is punctual.			
E = Effective Performance *NI = Needs Improvement* *U = Unsatisfactory*			

Overall Evaluation: ☐ Satisfactory ☐ Unsatisfactory

Signature of Evaluator Date

Signature of Employee Date

The signature of the employee indicates that he/she has read this evaluation and does not necessarily imply agreement.

School District of DeSoto County

Instructional Support Evaluation Form – Paraprofessional and Teacher Assistant

NAME:	
SCHOOL/DEPARTMENT:	JOB TITLE:
CONTRACT STATUS: ☐ CONTINUING CONTRACT (CC) ☐ PROBATIONARY CONTRACT	

JOB DIMENSION	E	NI	U
Technical Knowledge and Job Skills: • Demonstrates ability to learn new job-related skills. • Adhere to federal, state, local rules and regulations affecting position/duties. • Uses appropriate techniques in maintaining order among students. • Provides careful and close supervision of students. • Performs assigned duties. • Demonstrates knowledge of skills in effectively serving the needs of students. • Performs duties using safe techniques and helps to maintain a safe environment.			
Professional Qualities: • Cooperates with others to facilitate school/department/district goals. • Follows written and oral directions and work schedules. • Shows initiative to improve job performance. • Participates in department/school/district meetings/training workshops. • Completes assigned work/tasks efficiently and effectively. • Completes appropriate follow-up actions.			
Tolerance for Stress: • Performs job with stability under pressure and/or opposition. • Exercises patience and displays concern in dealing with students, parents, other employees, and the public.			
Communication: • Demonstrates positive, courteous manner, including gestures and nonverbal communication to students, staff, parents, administrators, and visitors, in person and on the telephone. • Demonstrates sensitivity to the confidentiality of records/information. • Proofreads and edits all work to ensure that it is accurate and grammatically correct. • Monitors and supports projects and communicates with supervisor to expedite completion of school/department/district goals.			
Personal Attributes: • Seeks to continuously develop job skills. • Exhibits a positive attitude toward work. • Demonstrates willingness to adapt. • Accepts feedback and criticism constructively. • Works effectively with and supports others. • Performs daily performance responsibilities, requiring minimal supervision. • Dresses in an appropriate manner and is well groomed. • Uses good judgement.			
Attendance: • Maintains good attendance and is punctual.			
E = Effective Performance *NI = Needs Improvement* *U = Unsatisfactory*			

Overall Evaluation: ☐ Satisfactory ☐ Unsatisfactory

Signature of Evaluator Date

Signature of Employee Date

The signature of the employee indicates that he/she has read this evaluation and does not necessarily imply agreement.

School District of DeSoto County

Instructional Support Evaluation Form – Professional, Technical Personnel

NAME:	
SCHOOL/DEPARTMENT:	JOB TITLE:
CONTRACT STATUS: ☐ CONTINUING CONTRACT (CC) ☐ PROBATIONARY CONTRACT	

JOB DIMENSION	E	NI	U
Technical Knowledge and Job Skills: • Demonstrates a level of training in his/her ability to use technical information. • Adheres to federal, state, and local rules and regulations affecting position/duties. • Applies new job-related information in work assignments. • Demonstrates knowledge of where to obtain job-related information within school systems. • Effectively plans, schedules, and prioritizes work to meet deadlines. • Completes assigned work in a timely manner. • Demonstrates attention to detail by completing work accurately. • Develops a system of access to specific information and demonstrates capability for retrieving and delivering information. • Uses technical language/jargon of the job. • Prepares detailed/technical reports. • Performs duties using safe techniques and helps to maintain a safe environment.			
Professional Qualities: • Follows oral/written directions and work schedules. • Exhibits dependability. • Cooperates with others to facilitate school/department/district goals. • Shows initiative to improve services. • Participates in department/school/district meetings/training workshops. • Completes appropriate follow-up actions.			
Tolerance for Stress: • Performs job with stability under pressure and/or opposition. • Exercises patience and displays interest in dealing with students, parents, other employees, and the public.			
Communication: • Demonstrates positive, courteous manner, including gestures and nonverbal communications to students, staff, parents, administrators, and visitors, in person and on the telephone. • Demonstrates sensitivity to the confidentiality of records/information. • Proofreads and edits all work to ensure that it is accurate and grammatically correct. • Monitors and supports projects and communicates with supervisor to expedite completion of school/department/district goals.			
Personal Attributes: • Seeks to continuously develop job skills. • Exhibits a positive attitude toward work. • Demonstrates willingness to adapt. • Accepts feedback and criticism constructively. • Works effectively with and supports others. • Performs daily performance responsibilities, requiring minimal supervision. • Demonstrates initiative. • Dresses in an appropriate manner and is well groomed. • Uses good judgement.			
Attendance: • Maintains good attendance and is punctual.			
E = Effective Performance *NI = Needs Improvement* *U = Unsatisfactory*			

Overall Evaluation: ☐ Satisfactory ☐ Unsatisfactory

Signature of Evaluator Date

Signature of Employee Date

The signature of the employee indicates that he/she has read this evaluation and does not necessarily imply agreement.

APPENDIX 7: INSURANCE RATES

2025-2026 Health Insurance Plan Information & Rates

PPO Plan A				
	Monthly Rates	Employee Per Pay Contribution ($)	Employee Monthly Contribution ($/%)	School Board Monthly Contribution ($/%)
Employee Only	$1,339.77	$95.65	$191.30 (14%)	$1,148.47 (86%)
Employee & Spouse	$2,484.48	$432.36	$864.72 (35%)	$1,619.76 (65%)
Employee & Child(ren)	$2,036.54	$354.41	$708.81 (35%)	$1,327.73 (65%)
Employee & Family	$3,098.31	$539.18	$1,078.36 (35%)	$2,019.95 (65%)
2 Employees & Family	$3,098.31	$158.99 per employee	$317.98 (10%) per employee	$2,462.35 (80%)

HMO Plan B				
	Monthly Rates	Employee Per Pay Contribution ($)	Employee Monthly Contribution ($/%)	School Board Monthly Contribution ($/%)
Employee Only	$1,335.56	$49.60	$99.19 (7%)	$1,236.37 (93%)
Employee & Spouse	$2,476.61	$347.43	$694.87 (28%)	$1,781.74 (72%)
Employee & Child(ren)	$2,030.13	$284.80	$569.60 (28%)	$1,460.53 (72%)
Employee & Family	$3,088.50	$433.27	$866.55 (28%)	$2,221.95 (72%)
2 Employees & Family	$3,088.50	$101.95 per employee	$203.90 (7%) per employee	$2,680.70 (86%)

PPO Plan C				
	Monthly Rates	Employee Per Pay Contribution ($)	Employee Monthly Contribution ($)	School Board Monthly Contribution ($)
Employee Only	$1,168.53	$0.00	-$99.19 / (0%)	$1,168.53 (100%)
Employee & Spouse	$2,166.88	$76.57	-$153.15 (25%)	$1,625.16 (75%)
Employee & Child(ren)	$1,776.24	$62.77	-$125.54 (25%)	$1,332.18 (75%)
Employee & Family	$2,702.25	$337.78	-$190.99 (25%)	$2,026.69 (75%)
2 Employees & Family	$2,702.25	$75.06 per employee	$150.12 (5.5%) per employee	$2402 (89%)

APPENDIX 8:
MEMORANDUM OF UNDERSTANDING
(MOU'S)

There were no active ESP MOUs at the time of Board approval of this document.

APPENDIX 9:
SUMMER SCHOOL RUBRIC

SUMMER SCHOOL RUBRIC

All applicants need to meet the following requirements to be considered:

1. Meeting requirements stated in funding source.
2. Having appropriate certification.
3. Having received effective or highly effective on the classroom observation portion of the evaluation in the previous and/or current school year.
4. Having been board approved for re-employment in the ensuing year.
5. Having no more than 10 days absent during the school year without documentation.

Once criteria above have been met the following rubric will be used to select Summer School employees:

Applicant Name:			
School Year Work Location:			
Criterion	**Response**	**Rating**	**Notes**
Number of the years in the district		0 1 2 3 4 5 6 7 8 9 10	
Number of years in public education		0 1 2 3 4 5 6 7 8 9 10	
Having taught the same grade level/subject in the previous school year		0 1 2 3 4 5 6 7 8 9 10	
Attendance for previous 2 school years		0 1 2 3 4 5 6 7 8 9 10	
Summer School availability		0 1 2 3 4 5 6 7 8 9 10	
Principal Recommendation		0 1 2 3 4 5 6 7 8 9 10	
Sum of the Ratings			

The employee with the highest score will be employed.
In case where the tie breaker does not resolve the issue, seniority will be the tie breaker.

NOTES ON 2025-2026 SALARY CHANGES - ESP

2025-2026 Non-Instructional Personnel (1.5%)
All active non-instructional personnel hired or rehired by the School Board of DeSoto County prior to January 1, 2025, will receive a step on the salary schedule, which is equivalent to a **1.5% base salary increase**.

Employee Group	2025-2026	Notes
Non-Instructional Personnel	**1 Step** increase (minimum 1.5% base increase)	Increase is retroactive to July 1, 2025 and applies to all active non-instructional personnel hired or rehired prior to January 1, 2025.

2025-2026 raises will be retroactive to July 1 and paid after ratification and School Board Approval to all active employees.