

**SCHOOL BOARD OF HILLSBOROUGH COUNTY**

**AND**

**HILLSBOROUGH CLASSROOM  
TEACHERS ASSOCIATION, INC.  
TAMPA, FLORIDA**



**EDUCATIONAL SUPPORT PROFESSIONAL  
(ESP)**

**CONTRACT  
2018 - 2021**

# **SCHOOL BOARD OF HILLSBOROUGH COUNTY**

901 East Kennedy Boulevard  
Tampa, FL 33602 (813) 272-4000

**Jeff Eakins**  
**Superintendent**

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Marie Whelan  
Dena Collins  
Gretchen Saunders  
Susan Garcia  
Pam Hendriksen  
Joshua Hodges  
Dave Brown  
Michael Miranda  
Tracy Schatzberg

**HILLSBOROUGH  
CLASSROOM TEACHERS ASSOCIATION, INC.  
3102 N. Habana Avenue Tampa, Florida 33607 (813) 238-7902  
School Mail Route: 1**

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Michelle Hamlyn	.....	Coleman Middle
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Gail Jones	.....	Blake High
Johnny Green	.....	Woodson PK-8

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Christopher Rusnak, Dist. 6	.....	Nature Classroom.
Vacant, Dist., 7	.....	N/A
Crystal Blanco, Dist. 8	.....	Twin Lakes Elem.
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Paula Haggerty	.....	Assistant Executive Director
Rachelle Frierson-Brown	.....	Member Services Specialist
Vincent Jones	.....	Member Services Specialist
Tara Gonzalez	.....	Member Services Specialist
Pam Jufko	.....	Member Services Specialist
Missy Keller	.....	Member Services Specialist
Lindsey Blankenbaker	.....	Member Services Specialist
David Peacock	.....	Member Services Specialist
Erin Morgan	.....	Member Services Specialist

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**HILLSBOROUGH CLASSROOM TEACHERS ASSOCIATION  
AND  
SCHOOL BOARD OF HILLSBOROUGH COUNTY  
EDUCATIONAL SUPPORT PROFESSIONAL (ESP) AGREEMENT**

WHEREAS, both of the parties to this agreement are desirous of reaching an amicable understanding with respect to the employer- employee relationship which exists between them and to enter into an agreement covering wages, hours, and terms and conditions of employment; and

WHEREAS, it is intended that the following Agreement shall be an implementation of the provisions of FS 447.100, consistent with the constitutional authority and responsibility of the School Board of Hillsborough County and the statutes of the State of Florida and the amendments thereto and insofar as applicable, the Administrative rules of the Department of Education 6A and amendments thereof,

NOW THEREFORE, it is mutually agreed as follows:

**1        NEGOTIATIONS PROCEDURES**

**1.1        Parties to the Agreement**

1.1.1        This agreement is made and entered into pursuant to the provisions of negotiation statutes governing public employee bargaining, FS 447.100, by and between the School Board of Hillsborough County and the Hillsborough Classroom Teachers Association.

1.1.2        The School Board/Association Educational Support Professional contract shall be the document which governs wages and hours, terms and conditions of employment for employees in the unit. Any policy, procedure, guideline, or administrative directive in conflict with said contract shall be considered null and void. Faculty handbooks, or county-wide publications which purport to be guides for paraprofessionals and clericals shall adhere to contract provisions.

1.1.3        Upon conclusion of negotiations, the respective parties shall implement the ratification process as outlined under the applicable provisions of PERC Rule Chapter 38d-20. In the event of a declaration of impasse, all applicable provisions of FS 447 and PERC Rule Chapter 38d-19 shall be implemented.

1.1.4        Organization rights pursuant to the provisions of Chapter 447.09 are granted to the certified exclusive bargaining agent, the Hillsborough Classroom Teachers Association, and such rights shall not be granted to any other association, union or employee organization.

**1.2        Recognition**

1.2.1        The School Board of Hillsborough County (hereinafter referred to as the Board) hereby recognizes the Hillsborough Classroom Teachers Association (hereinafter referred to as the Association) and agrees that the Association shall be the exclusive bargaining agent for:

**1.2.2        Clerical Bargaining Unit**

Included:

- |                              |                             |
|------------------------------|-----------------------------|
| Accounting Clerk I           | Maintenance Unit Clerk      |
| Accounting Clerk II          | Micrographics Clerk         |
| Accounting Clerk III         | Micrographics Technician I  |
| Admin. Services Specialist   | Micrographics Technician II |
| Admin. Services. Spec., Sr.  | Migrant Recruiter           |
| Braille Transcriber          | Office Network Comp Spec.   |
| Call Center Support Rep. 1   | Personnel Clerk             |
| Call Center Support Rep. 2   | Procurement Assistant       |
| Call Center Support Rep, Sr. | Property Control Clerk      |
| Central Place Specialist 1   | Purchasing Tech.            |
| Central Place Specialist 2   | Receptionist 2              |
| Central Place Specialist 3   | Registrar                   |

Clerical Trainee	Safety Clerk
Clerk I	School Bookkeeper I
Clerk II	School Bookkeeper II
Clerk III	Secretary I
Clerk IV	Secretary II
Computer Operator	Secretary III
Control Clerk	Senior Computer Operator
Customer Service Rep.	Sr. Maintenance Unit Clerk
Data Preparation Operator II	Sr. Micrographics Technician
Data Processor	Site Survey Technician I
Department Representative	Switchboard Operator
Executive Secretary	Visual Aids Library Spec.
	Word Processing Operator

Excluded:

All other employees of the employer including managerial employees defined by the Act and confidential employees specifically defined as: Executive Secretary and Secretary III in the Office of the Superintendent, Executive Secretary to the Chief Negotiator, Administrative Secretary, Executive Secretaries to the General Managers and Managers presently serving on the employer's collective bargaining, negotiating and consulting teams, Secretary IIIs to Supervisors presently serving on the employer's collective bargaining consulting team, Secretary IVs (Elementary School Personal Secretaries, Middle School Personal Secretaries, and Senior High School Personal Secretaries).

### 1.2.3 Paraprofessional Bargaining Unit

Paraprofessionals shall be identified as instructional or support. Requirements of No Child Left Behind shall be the determining factor for distinguishing between the two types of paraprofessionals. For the purpose of unit loss, layoff, and seniority, Group B shall be treated as one department.

#### Group B

Includes all paraprofessional job titles on Paygrade 14 except those listed in Group O. This includes:

ATOSS Aide	Speech Records Aide
Dropout Prevention Aide	Teacher Aide-Adult
Parent Liaison Aide	Title 1 Aide
	Vocational Aide

#### Others

(Separate pool for each job title listed below – No Grouping)

Advanced Kindergarten Para	IEP Assistant
Alternative Education Aide	Kindergarten Assistant
Assistant Teacher	LPN
Attendant, Bus Rider	Certified Occup. Therapist, Asst.
Bilingual Int BD Lvl Translator	Paraprofessional (non-ESE)
Bilingual Aide	Paraprofessional 1, ESE
Braille Specialist	Paraprofessional 2, ESE
Computer Lab Aide	Paraprofessional 3, ESE
ECLC Aide	Physical Therapist Assistant
ECLC Instructor	Pre K Aide
Headstart Aide	SLH Edu Interpreter Aide
Headstart Instructor	SLH Interpreter
Health Assistant	Speech Language Assistant
Health Transp. Aide	Vocational Placement Advisors
Headstart	
Hearing Technician	

- 1.2.4 The appropriateness of any new class or division of employees belonging to the bargaining unit shall be determined jointly by the Board and the Association. If agreement is not possible, the matter shall be referred to the Public Employees Relations Commission.
- 1.2.5 Educational Support Professionals assigned to private schools shall be governed by the Educational Support Professional contract.
- 1.3 Definitions
- 1.3.1 ESP (Educational Support Professional): Contractual reference to all members of the Clerical and Paraprofessional bargaining units.
- 1.3.2 Reclassification: Reclassification is the changing of a position's classification (title) to a different classification because the duties required of the position do not concur with the current classification. The new classification of the position may be of a higher paygrade, a lower paygrade, or of the same paygrade of the previous classification.
- 1.3.3 Regrading: Regrading is the changing of a paygrade of a classification so that salary concurs with the duties of the classification. The new paygrade may be higher or lower than the previous paygrade. When a regrading of a classification occurs, all positions of that classification are changed to the new paygrade.

## **2 NEW EMPLOYEE REQUIREMENTS**

### **2.1 Employment Processing**

- 2.1.1 Proper notification of appointment shall precede or accompany an appointee's visit to the Division of Human Resources for employment processing. Such processing must be completed prior to the appointee's reporting for duty.

### **2.2 Medical Examinations**

- 2.2.1 New ESP employees must successfully pass a medical examination at their expense prior to employment. A form prescribed by the School Board must be used for this examination. If an appointee has a questionable medical history, the Division of Human Resources may require that he/she be examined by a specific physician, determined by the Board, at Board expense, prior to the processing.
- 2.2.2 Except as specified in this contract, no other medical examinations shall be required of ESP employees. In special circumstances, medical examinations, at Board expense, may be recommended to an ESP if the Assistant Superintendent for Division of Human Resources determines that such a recommendation should be made, after conferring with the Association.
- 2.2.3 All ESP employees in the Head Start Program shall be required to furnish a signed doctor's statement that indicates that his/her health status does not pose a significant risk to the health or safety of others in the Head Start Program that cannot be eliminated or reduced by reasonable accommodation.

For current ESP employees in the Head Start Program as of October 1, 1997, this health statement must be provided initially by January 1, 1998, and then every two years thereafter.

For ESP employees transferring new to the Head Start Program after October 1, 1997, the health statement must be provided initially within three months of entering the program and by January 1 every two years thereafter.

ESP employees new to the district entering the Head Start Program shall be required to complete new employee physicals. The required Head Start health statement shall be completed by January 1 every two years thereafter.

Physicians may use information gathered in examinations given anytime during the two years before the January 1 deadline of each cycle.

ESP employees in the Head Start Program shall be granted one hour of duty time to assist in getting health statement completed.

### 2.3 Criminal Record Check

2.3.1 Consistent with Florida statutes, new employees are required to undergo relevant criminal background screening. If the appointee has convictions that are job related or has falsified employment documents, he/she will be subject to removal.

2.3.2 New employees are required to be fingerprinted as part of employment processing. The cost of fingerprints and related processing shall be borne by the employee.

2.3.3 The criteria for evaluating new employees with criminal convictions are as follows:

- a. Convictions which indicate the use of hard drugs or dealing in drugs.
- b. Convictions of crimes of a violent nature, i.e., murder, rape, etc.
- c. Convictions of crimes of immorality, i.e., prostitution, contributing to the delinquency of a minor, etc.
- d. A long history of convictions.

2.3.4 Once the conviction(s) has (have) been ascertained, other factors will be considered in making a decision. These factors are:

- a. Job relatedness.
- b. Amount of time that has passed since the most recent conviction.
- c. Circumstances under which the offense occurred.
- d. The age of the applicant when the crime was committed.
- e. Whether the offense was an isolated or repeated violation.
- f. Any evidence of rehabilitation.

## **3 DRUG FREE WORKPLACE AND SUBSTANCE ABUSE**

### 3.1 Policy

3.1.1 Employees shall not use, possess, transfer or sell any alcohol (medication excluded) or non-prescribed, controlled substance during work hours, including lunch, break(s) and/or rest periods. Employees shall not use any alcohol or controlled substances outside their work hours in such a manner as to impair their performance or be observed or detected during work hours.

### 3.2 Testing

3.2.1 Drug testing shall be consistent with the right of employees to privacy, freedom from self-incrimination and unreasonable search and seizure as well as other rights established by applicable federal and state statutes.

3.2.2 The term "reasonable suspicion" shall be used as defined by state and federal statutes. Administrators shall have a minimum of one hour of training in this definition before having the authority to make a recommendation for testing. All required testing by the District shall be approved and arranged by the General Manager and/or Supervisor of Professional Standards.

3.2.3 Where a reasonable suspicion of the use of, or impairment by, illegal substances and/or inappropriate alcohol exists, the following procedures shall be followed:

- a. The employer will follow the Federal Department of Health and Human Services technical and scientific guidelines covering employee consent, specimen collection, chain of custody, specimen processing and reporting of results.



- b. Testing for the five standard drug categories will be done by a reputable, independent laboratory and will require a screening test and a confirming test on each positive specimen.
  - c. The initial screening test shall be by the Enzyme- Multiplied Immunoassay Technique (EMIT).
  - d. The confirming test shall be by the Gas Chromatography/Mass Spectrometry (GC/MS) method.
- 3.2.4 All information, interviews, reports, statements, memoranda, and records of all referrals, screening and confirming tests shall be held in strict confidence by the independent testing laboratory and by all personnel in the school district authorized to have knowledge thereof.
- 3.2.5 All related investigative and medical records will be handled with the confidentiality afforded under Florida law.
- 3.2.6 No employee shall be considered to have a positive test for taking medication as prescribed by his/her physician.
- 3.2.7 Standards and methodology for testing for the use of alcohol are being developed by the Federal Department of Transportation. When those standards and testing methods are finalized and published in the "Federal Register," alcohol testing shall be incorporated into this section by reference after consultation and agreement with the Association on the testing. The testing standards of federal, state, or local law shall apply to the extent that such standards are binding on the employer.

### 3.3 Rehabilitation/Disciplinary Action

- 3.3.1 A test which results in a finding of the presence of drugs above the recognized standard cutoff level (confirmed positive) during work hours shall be grounds for discipline up to and including dismissal. However, an employee who agrees to submit to a recovery program, Employee Assistance Program or other rehabilitation program normally shall be given one opportunity for rehabilitation to avoid dismissal action. The employee must show certification of satisfactory completion of the rehabilitation program. When necessitated by the structure of the program, the employee may use accumulated sick leave, vacation leave, or leave without pay for the duration of the treatment.
- 3.3.2 Discipline or discharge for substance abuse shall be for just cause and shall be subject to Sections 13.2, 13.3, and 22. In addition to these requirements, just cause for discipline must be consistent with the conditions of 3.2.1.
- 3.3.3 Self-disclosure of substance abuse shall be treated as an illness of a non-occupational nature. In such a situation, the employee shall provide written proof of rehabilitative treatment, successfully pass a substance abuse test before returning to work and subject himself/herself to random follow-up testing. The employee will bear the cost of random testing up to a maximum of three times per year. If additional tests are necessary, the cost will be borne by the employer. This period of testing will not exceed twenty-four months but may be for less time. Self- disclosure is defined as disclosure prior to any official notification to report for testing or prior to any investigation.

## 4 **RECLASSIFICATION**

### 4.1 Reclassification Procedures

- 4.1.1 A reclassification of an individual ESP position may be requested by an administrator when the duties of the position do not concur with the current classification and when the position does not fall under an established staffing pattern or unit allocation formula. These procedures are only required of individual position reclassifications. Reclassifications for groups of ESP employees shall be initiated through the collective bargaining process at the end of their specific review cycle.

Normally, requests for reclassification of individual positions shall only be submitted during the same year as the related classification review cycle is occurring. If a crisis situation is determined to exist, requests may be submitted during off-cycle years.

- 4.1.2 Only an administrator may initiate a request for reclassification. An ESP may request, by the Reclassification Request Form, that his/her administrator initiate reclassification. If the administrator does not agree that a reclassification is necessary, then the administrator shall give the employee a response on the request form as to why he/she feels the reclassification is not necessary at the current time.
- 4.1.3 All ESP reclassification requests by administrators will be submitted along with supportive documentation to the Division of Human Resources through the General Manager of Employee Relations. The Division of Human Resources shall notify the appropriate Deputy Superintendent when a request has been received and that evaluation is to occur.
- 4.1.4 An ESP employee may inquire of the Division of Human Resources concerning information on the status of a reclassification of his/her position.
- 4.1.5 The Division of Human Resources and the Association shall jointly review and make any necessary changes in all forms related to the reclassification process.

#### 4.2 Association Review

- 4.2.1 The Association will review all reclassification requests and The Division of Human Resources' reclassification studies and recommendations and submit a written report on this review to the Assistant Superintendent for Division of Human Resources.
- 4.2.2 Normally, once a year, after the Division of Human Resources' evaluation and after the Association review, the Chief Human Resources Officer will submit a list of recommended individual reclassifications along with the Association's report to the Superintendent's staff for tentative budget approval or denial. The Association will also receive a copy of the list and the staff's recommendations. The Association shall be notified specifically of all ESP reclassification requests being brought to the School Board for approval.

#### 4.3 Approved Reclassifications

- 4.3.1 When an individual ESP reclassification has been approved by the Board, the effective date of reclassification will be determined by the Board.
- 4.3.2 When an ESP employee's position is reclassified, the incumbent will meet all classification requirements within 12 months. Any new employee assigned to the position must meet all classification requirements.

### **5 TESTING AND QUALIFYING**

#### 5.1 Procedures for Classification Qualifying, Testing and Certifying of Active Employees

- 5.1.1 All ESP employees who, as of October 1, 1985, have qualified on a current classification list through Civil Service, shall continue to be qualified/certified for that classification unless new requirements are developed and as long as these records are maintained.
- 5.1.2 Once an ESP has tested and/or certified for a classification, they shall continue indefinitely to be certified for that classification. Testing expense may be borne by the employee.
- 5.1.3 Recruiting for ESP classifications shall be open at all times to current employees. Notification of qualifying shall be timely.
- 5.1.4 If new requirements are established by the Division of Human Resources for a classification, an incumbent will automatically qualify. Any ESP new to the classification after approval of new requirements shall have to qualify according to the newly developed standards.
- 5.1.5 All ESP employees on a classification list (not incumbents) for which the classification's requirements have changed shall be notified that a change has occurred, when the change is effective, and that they must re-qualify to stay on the list.
- 5.1.6 Current employees are responsible for updating their employee profile/competencies through the district Application Services office.
- 5.1.7 Departments or individual work sites may administer work-related assessments to qualified candidates who apply for their vacancies to assist in the selection of the most suitable candidate.

District departments shall notify Human Resources if their work-related assessments are to be successfully met prior to establishing eligibility for designated classifications.

- 5.1.8 The Division of Human Resources shall publicize all information regarding new procedures for ESP employees in regards to qualifying, certifying, testing, scores, etc., as set up in the Division of Human Resources.
- 5.1.9 Current copies of job descriptions shall be available to the Association for all unit classifications. The Division of Human Resources and the Association shall jointly conduct job classification reviews as needed.
- 5.1.10 ESP employees shall request ahead of time and be granted time during their normal workday for activities related to testing, qualifying, and interviewing for district positions, so long as requests are not excessive. The ESP shall make every effort to minimize the impact on their scheduled work day.

## **6 SALARY**

### **6.1 Provisions**

- 6.1.1 Salary shall be based upon the negotiated schedules adopted by the Board.
- 6.1.2 A salary rate for the extended year programs shall be equal to the hourly salary received during the regular school year immediately prior to the beginning of the extended year program.
- 6.1.3 Probationary (new, permanent, non-temporary) employees shall normally be paid according to the first level of the salary schedule. The employee shall move to the next level and progress on the salary schedule as provided through the collective bargaining process.

Normal level movement for an ESP shall only occur if the employee has been on paid status as a permanent (non-temporary) employee for half the total plus one day of the annual paid workdays and paid holidays of the previous school year.

- 6.1.4 Highly qualified eligible ESP, as defined by state and federal statute, who provide instructional support in Renaissance Schools (90% or above of students on free and reduced lunch) shall be paid a salary differential minimum of 5%.
- 6.1.5 In areas where additional employees are needed during the non-student year, consideration for hiring shall be given to permanent employees who work less than 12 months.
- 6.1.6 Itinerant ESP employees shall be paid mileage at the maximum rate approved by School Board Policy. Any ESP authorized by the School Board to travel during the workday in order to satisfy their job duties shall be paid mileage at the maximum rate approved by School Board policy.
- 6.1.7 All ESP employees promoted to a new classification or whose position has been reclassified shall receive a 4 percent increase for the first paygrade to which the employee is promoted and an additional 2 percent for each additional paygrade that the employee is promoted, rounded naturally. In cases when level one of the new paygrade is more than a 4% salary increase, the employee shall be placed on level one of the new paygrade. Additionally, an ESP will receive an experience credit adjustment of an additional level on the salary schedule for every four years of creditable service as a district ESP employee. All ESP employees voluntarily demoted to a new classification shall be placed on the same level of the new paygrade.

All ESP employees whose classification has been regraded shall be placed on the same level of the new paygrade.

All ESP employees who transfer without promotion or demotion shall remain at the same level as previously assigned.

All ESP employees voluntarily demoted to a previous classification held within the past two years shall be placed at a level on the previous paygrade equivalent to the employee's previous placement, plus any subsequent level increase.

- 6.1.8 The following Payroll information shall be shown cumulatively on the employee's electronic payment advice:
- a. Gross Salary
  - b. Taxable Gross Salary
  - c. Withholding Taxes
  - d. FICA

6.1.9 All scheduled level increases in salary and salary schedule changes for ESP employees shall be effective as provided through the collective bargaining process. All salary changes for reclassifications, promotions, and demotions are enacted on the actual effective date as approved.

6.1.10 Proposals for classification regrades at the end of each classification review cycle shall be proper subjects for collective bargaining and shall be included with the bargaining proposals for salary negotiations. At other times of the year, emergency regrade proposals may be considered by mutual consent of the School Board and the Association.

6.1.11 The annual allotment for all ESP employees required by the Board to wear uniforms shall be the negotiated amount approved by the Board.

## 6.2 Overtime Compensation

### 6.2.1 Clerical

In cases where clericals are required to work beyond their normal forty hours paid time, the affected employee shall receive overtime pay equal to one and one-half times the employee's regular rate. Compensatory time, in lieu of paid time, at a rate of one and one-half hours for each hour of overtime worked may be granted if requested by the employee.

An off-duty clerical employee who is called in and works in an emergency shall be compensated by a minimum of three hours overtime pay for each such instance.

Administrators shall grant compensatory time for duties assigned beyond the normal work day, and the compensatory time need not be used immediately. Clerical shall notify the site office in advance of utilization of said compensatory time. Utilization of earned compensatory time shall not unduly disrupt the operations of the Board. When the request for utilization interferes or conflicts with a planned activity, the administrator shall have the right of approval.

Accumulated compensatory time shall carry over from year to year at the site where earned. Contractually approved compensatory time shall transfer with the individual to any position covered under the ESP contract at any work site.

### 6.2.2 Paraprofessional

In cases where paraprofessionals (except for ESE Attendant Riders and part-time O.T./P.T. Assistants) are required to work beyond their normal hours of paid time as stated in Section 9.3.4, the affected employee shall receive compensatory time.

When the total normal hours and overtime hours in a week equal forty hours or less, the compensatory time shall be granted at a rate of one hour for each hour of overtime worked. Any overtime hours worked beyond a total forty hours per week shall earn compensatory time at a rate of one and one-half hours for each hour of overtime worked.

Paraprofessionals whose assigned teacher absorbs students from an absent teacher's class will be granted compensatory time for time – up to three hours.

Administrators shall grant compensatory time for duties assigned beyond the normal work day, and the compensatory time need not be used immediately. Paraprofessionals shall notify the site office in advance of utilization of said compensatory time. However, such compensatory time shall not encroach upon instructional time. When the request for utilization interferes or conflicts with a planned activity, the administrator shall have the right of approval.

Accumulated compensatory time shall carry over from year to year at the school where earned. Contractually approved compensatory time shall transfer with the individual to any position covered under the ESP contract at any work site.

In cases where ESE Attendant Riders and part-time O.T./ P.T. Assistants are required to work beyond their normal weekly hours paid time, the affected employee shall receive overtime pay. When the total normal hours and overtime hours in a week equal forty hours or less, the overtime pay shall be equal to the regular rate of pay per hour. For any overtime hours worked beyond a total of forty hours per week, the overtime pay shall be equal to one and one-half times the employee's regular rate.

## **7 APPOINTMENTS/SUBSTITUTES**

### **7.1 Temporary Appointments**

7.1.1 Temporary appointments shall normally be made to fill positions vacated as a result of an extended leave and shall not exceed the length of the leave. When unusual circumstances inhibit the filling of an extended leave vacancy, the circumstances will be reported to Division of Human Resources. Temporary appointments may also be made to cover peak workload periods or other extenuating circumstances. Temporary appointments to fulfill these short term needs shall normally not exceed four months.

When filling vacancies created as a result of an extended leave, the principal/supervisor shall make every attempt to fill the vacancy with a qualified employee. An onsite permanent ESP may be selected to fill the temporary position.

A permanent employee serving this temporary assignment (acting) will be paid a minimum of 4% above their regular rate of pay if the assignment is in a higher classification. Determination of "acting" salary will be calculated using the current promotional formula.

When the temporary assignment is complete, the ESP will return to their regular rate of pay and their former position.

With the recommendation of the site supervisor and prior approval of the Chief Human Resources Officer, a permanent employee may be appointed to a higher classification in a permanent vacancy. The ESP will be allowed to qualify for that position. The ESP must qualify within 12 months of his/ her appointment or be returned to his/her previous position.

7.1.2 Principals/supervisors are to consider ESP employees who are on a temporary assignment prior to recommending new applicants.

7.1.3 ESP employees appointed on a temporary basis shall not receive fringe benefits, except those appointed to positions which will exist beyond four months or those appointed to replace employees on leave of absence for more than six months. In these cases, employees will be enrolled for retirement and complete Social Security participation.

7.1.4 All paraprofessional positions filled during the second semester shall be considered temporary appointments with the exception of those areas designated as critical shortage areas by the Division of Human Resources.

### **7.2 Half-Time ESP Employees**

7.2.1 Whenever a full-time opening occurs in a job category in which half-time ESP employees are employed, the administrator involved shall consider replacing the ESP from among the half-time ESP employees already employed within the school or department before hiring/transferring outside applicants.

### **7.3 Substitute ESP Employees**

7.3.1 When a school based clerical has been absent two consecutive days, a substitute may be provided for the third day of absence and all days thereafter until the regular employee returns to work. Schools with two or fewer clerical professionals are permitted to employ a substitute immediately when an absence

occurs. Offices having a clerical staff of one full-time and one half-time employee may allow the half-time employee to work full-time.

7.3.2 Substitute paraprofessionals shall be provided when the paraprofessional is absent in the Early Childhood program provided federal funds are available.

7.3.3 Paraprofessionals shall not be responsible for securing substitutes.

#### 7.4 Restricted Appointments

7.4.1 A new employee hired in a restricted appointment may fill a position during an absence of the regular incumbent for a six-month health leave of absence. An ESP holding a restricted appointment shall be qualified and is entitled to all rights and benefits as any permanent appointment except the right of continued employment in the event the absent incumbent returns to the position. Any ESP given a restricted appointment will be informed of restrictions in writing.

#### 7.5 Concurrent Appointments

7.5.1 An ESP employee may hold more than one permanent ESP position at the same time if the total regular working hours of the positions do not exceed forty hours per week. A permanent ESP may be hired in a temporary ESP position as long as the total regular working hours of the permanent position and the temporary position do not exceed forty hours per week.

#### 7.6 Extended Year Program Appointments

7.6.1 Paraprofessional extended year program positions shall be filled only by paraprofessionals except when there are no paraprofessional applicants for a position.

7.6.2 Clerical extended year program positions shall be filled only by clericals within the same work site. When there are no clerical applicants within the work site, the positions shall be filled by paraprofessionals from within the work site or by clericals from other work sites.

7.6.3 Seniority shall be a major factor in filling ESY assignments. ESY positions shall be filled first by employees who apply from the hiring site. Remaining vacancies shall be filled from among applicants district wide and are assigned to the hiring site for the ESY period.

#### 7.7 ESP Employees Acting as Substitute Teachers

7.7.1 Unless approved under a School Improvement Plan that allows for supplemental pay, ESP employees shall not act as substitute teachers or be solely responsible for a classroom of students for more than twelve hours per calendar month.

The hour limitations listed above are set at maximum levels to allow for emergency situations. Normal conditions should only require the paraprofessional to cover for one-half hour per day during the teacher's lunch time.

### **8 EXPERIENCE CREDIT**

#### 8.1 Clerical

8.1.1 Employees returning to the Hillsborough County School System shall be placed on their last previous level on the salary schedule if the employee returns to their previous or lower classification. When an employee returns to a higher classification they shall be placed on a level that would provide them with at least the amount that their previous pay grade and level is currently paying. ESP retirees rehired after the required time has elapsed for the purpose of the Florida Retirement System, shall be placed on the position's appropriate pay grade on a level equal to the level number at the employee's time of retirement, but in no case greater than level 16.

#### 8.2 Paraprofessional

8.2.1 Paraprofessionals shall be given salary credit for all Hillsborough County Public School paraprofessional experience as defined in this agreement.

- 8.2.2 A year's credit as defined in 6.1.3 for salary purposes shall be allowed a paraprofessional. A year's credit shall be allowed for each year of approved military leave granted by the Board.

## **9 WORK YEAR AND HOURS**

### **9.1 Work Year**

- 9.1.1 The number of work days per year for individual classifications of ESP shall be published in the School Board approved payroll schedules and work calendars.
- 9.1.2 Less than twelve-month ESP shall be paid for six holidays.
- 9.1.3 Twelve-month ESP shall be paid for thirteen holidays.

### **9.2 Regular Duty Hours**

- 9.2.1 During the regular school year, the workday for full time clericals shall be eight hours including two fifteen-minute paid breaks. School based clericals shall be provided a non-paid thirty-minute duty-free lunch beyond the eight-hour day. Non-school based clericals shall be provided an option of a non-paid forty-five-minute duty-free lunch or a non-paid thirty-minute lunch beyond the eight-hour day.
- 9.2.2 Except in emergencies, clericals shall be given at least two weeks' notice of any changes to be made in their regular work schedules.
- 9.2.3 The work day for permanent ESE Paraprofessionals (Paraprofessional 1,2,3), IEP Assistants, Assistant Teachers, and Aides, shall be seven hours and thirty minutes including a thirty minute duty-free, paid lunch. ESE Paraprofessionals, IEP Assistants, Assistant Teachers, and Aides are not entitled to scheduled breaks.
- 9.2.4 The work day for Bus Rider Attendants shall be a guaranteed minimum of six hours excluding their non-paid lunch period. Required work time beyond the six-hour minimum shall also be paid.
- 9.2.5 The work day for Hearing Technicians shall be seven and one-half hours excluding their non-paid lunch period. Hearing Technicians shall receive two 15-minute breaks.
- 9.2.6 The work day for Physical Therapy Assistants, Health Assistants, LPNs and Occupational Therapy Assistants shall be eight hours including their paid lunch period.
- 9.2.7 The work day for non-ESE Paraprofessionals and Vocational Placement Advisors shall be eight hours excluding their non-paid lunch period. Non-ESE Paraprofessionals and Vocational Placement Advisors shall receive two 15-minute breaks.
- 9.2.8 Paraprofessionals shall be notified of their tentative schedule, or grade level assignment for the ensuing year as soon as the master schedule is prepared. In addition, they will be notified of any changes in their tentative program, schedule, or grade level assignment for the ensuing year, including the school to which they will be assigned, as soon as practicable.
- 9.2.9 Changes in assignment within groups of paraprofessionals may be made at the discretion of the principal at the beginning of each school year. Changes in assignment within groups during the year shall only be made due to extenuating circumstances.
- 9.2.10 Changes in assignment from one paraprofessional group to another shall only be made if both the principal and the paraprofessional agree to the change.
- 9.2.11 ESP assignments shall be made without regard to race, creed, color, national origin, sex, marital status, or membership in any organization. Qualifications and experience levels of ESP employees will be given consideration in terms of school, schedule, program, or grade level assignment.
- 9.2.12 The length of day for ESP employees is the same on non- student days as it is on regular student days. However, school-based ESP employees shall be allowed to use compensatory time, personal day time, vacation time, and/or non-paid personal time on these days in order to match the work day of teachers.

- 9.2.13 Schools shall not schedule conference nights or open house on the second Thursday of any month except in a case of emergency. The exception must be approved by the Assistant Superintendent for Administration.
- 9.2.14 Sign in/out procedures for ESP shall be uniform across the district.
- 9.3 Overtime Duty Hours
- 9.3.1 Clericals shall normally be given at least one day's notice that overtime duty is necessary. If an emergency precludes one day's notice, the employee shall be given consideration for child care and scheduled appointments. Clericals shall not be required to work more than fourteen hours during any twenty-four-hour period.
- 9.3.2 Clericals shall have the option of taking a non-paid meal break during overtime duty after eight hours of regular duty. Clericals working overtime duty on a non-workday shall have a non-paid meal break after every four hours of overtime duty. A fifteen minute paid break will be given for every two hours of overtime duty not coinciding with meal breaks.
- 9.3.3 Except in emergencies, when danger to the health or well-being of employees, students or other persons could occur or when danger to School Board property is imminent, all overtime duty must be approved by the clerical's principal/ supervisor prior to being performed.
- 9.3.4 Paraprofessionals (except ESE Attendant Riders and part-time O.T./P.T. Assistants) shall only work and be given compensatory time (see Section 6.2.2) in cases where emergencies have made it necessary for them to work beyond their normal time as approved and assigned by their supervisor. The only exception to this emergency provision is noted in Section 18.2.2.
- 9.3.5 When high schools release early on exam days, bus rider attendants shall be paid for all time worked between their last school in the morning and their first school in the afternoon. Rider attendants will be guaranteed at least two hours of work as defined by the job description on such occasions. If the assigned run is less than two hours, the remaining time will be spent on other duties identified in the job description.

## **10 VACATION AND HOLIDAYS**

- 10.1 Vacation Leave *(This section does not apply to less than twelve-month ESP employees.)*
- 10.1.1 Vacation leave shall be earned on paid time only.
- 10.1.2 Upon successful completion of the six-month new hire probationary period, an ESP employee shall be eligible for accumulated vacation leave. Such leave may not be utilized without the approval of the immediate supervisor.
- 10.1.3 Vacation accrual rates for ESP employees are based on continuous years of service and are as follows:
- a. ESP employees with less than five years of service - ten days per year.
  - b. ESP employees with five or more years of service but less than ten years of service - twelve days per year.
  - c. ESP employees with ten or more years of service but less than fifteen years of service - fifteen days per year.
  - d. ESP employees with fifteen or more years of service - twenty days per year.
- 10.1.4 Twelve-month ESP employees may allow their vacation to accrue to a maximum of eighty days for use during the active period of employment. Upon termination or death, payment shall be limited to sixty days.



## 10.2 Holidays

- 10.2.1 Holidays for ESP employees shall be observed as established by the School Board approved calendars for instructional support employees. The number of paid holidays for ESP employees shall be proper subjects for collective bargaining.
- 10.2.2 Payment is authorized for holiday pay if the employee is on paid status (e.g. working, on paid sick leave, or on paid vacation) on the regularly scheduled workday immediately preceding the holiday or immediately following the holiday.

## 11 **EVALUATION PROCEDURE**

### 11.1 Philosophy

- 11.1.1 It is the philosophy of this Agreement that evaluation is a developmental process. All evaluations shall be directed to identifying strengths as well as weaknesses. Evaluations shall be the responsibility of the Administration except as specified for teachers in 11.1.2 below. Nothing in this provision shall deny the Administrator from receiving input from appropriate non-managerial personnel.
- 11.1.2 In cases where a teacher is directly responsible for the supervision of a paraprofessional, then that teacher (rater) shall make the evaluation for recommendation to the principal (reviewer). In all other cases for school-based ESP employees, the rater shall be the current immediate administrative supervisor (assistant principal or principal) and the reviewer shall be the principal. Principals may serve as both rater and reviewer when they serve also as the immediate administrative supervisor of the ESP employee.

For non-school-based ESP employees, the rater shall be the current immediate administrative supervisor and the reviewer shall be that administrator's directing supervisor. An Assistant Superintendent, the Chief Human Resources Officer, or the Superintendent may serve as both rater and reviewer when they serve also as the immediate supervisor of the ESP employee.

### 11.2 Frequency

- 11.2.1 Each ESP shall be assessed on their overall work performance once a year in April. Evaluations shall also occur for ESP employees in the Career Observation process (see Section 12.3). ESP employees shall complete a self- evaluation annually. The self-evaluation shall occur no later than the first week in April of each year.
- 11.2.2 Copies of this April evaluation shall be given to the ESP, and the evaluator(s). The original shall be sent to the Division of Human Resources by May 1 of each year.

### 11.3 Forms and Procedure

- 11.3.1 ESP shall be evaluated according to the current, approved evaluation instrument for clericals and paraprofessionals. This shall be the exclusive form used for all performance evaluations. Prior to the written assessment, the ESP shall be informed of the criteria and procedure to be used.
- 11.3.2 The rater is responsible for reporting accurately and objectively his/her observations and/or knowledge. The performance rating shall be reviewed with the rated employee in a confidential manner. The rater shall discuss with the employee his/her strengths, weaknesses, and if necessary the specific manner in which the employee could be expected to improve his/her job performance.
- 11.3.3 The reviewer is responsible for checking the report for consistency, fairness, accuracy, correctness of rating procedure, and meeting with the ESP employee if deemed appropriate by the reviewer, the rater, and/or the ESP. The reviewer may add to the report any specific information he/ she may have about performance of the rated employee. The written evaluation will then be given to the individual ESP for signature.
- 11.3.4 The employee shall have the right to submit an addendum to the written evaluation.
- 11.3.5 All evaluations and related documents shall be handled in a private manner.

11.3.6 At their request, ESP employees may have a witness present at any meeting concerning their annual evaluation. The scheduling of this type of meeting shall be at the discretion of the administrator as long as a full working days' notice of the date and time of the meeting has been given.

11.3.7 The parties recognize the value of due process and progressive discipline. The following progressive steps will be followed in administering discipline; understanding, however, that some more-severe acts of misconduct may warrant circumventing the established procedure:

- a. Verbal Reprimand
  1. No written conference summary is placed in personnel file.
  2. Employees must be told that a verbal reprimand initiates the discipline process.
- b. Written Reprimand
- c. Final written warning or Suspension
- d. Termination

When the employee is to receive a written reprimand, a copy of the reprimand shall be provided to the employee once it is finalized. The employee shall have the opportunity to make a written response to the reprimand. A copy of the response shall be made to the principal or appropriate administrator.

#### 11.4 Complaints

11.4.1 Whenever a complaint is registered against an ESP without first going to the ESP involved, it shall be Board policy to notify the ESP immediately of the complaint. The following information shall be provided to the ESP:

- a. Name of complainant;
- b. Description of allegation;
- c. Remedy requested, if any.

11.4.2 The administrator may offer the aggrieved his/her assistance in arranging a conference at a date and time acceptable to all parties.

11.4.3 If the conference does not resolve the problem, the administrator or his/her representatives may then become the third party to the conference.

## 12 **PROBATIONARY PERIOD, PROMOTIONAL OBSERVATION PERIOD, CAREER OBSERVATION**

### 12.1 Probationary Period

12.1.1 ESP employees obtaining **permanent status shall serve a probationary period equal to** six months paid days. Said probationary period may be extended but shall not exceed an additional six months paid days. When the rater's recommendation is to extend the probationary period, the Career Observation process will automatically be initiated.

### 12.2 ESP Promotions, Lateral Transfers and Voluntary Demotions

12.2.1 ESP employees in good standing, laterally transferred or voluntarily demoted who are placed on Career Observation within six months of the position change and who do not successfully perform their duties shall be reassigned to a vacancy in their previous classification With their previous pay rate had they not left that classification. The Division of Human Resources shall make an effort to place the employee at a reasonable location.

12.2.2 ESP employees who are promoted shall serve a six- month promotional observation period. This promotional observation period may be extended for up to six additional months following the procedures as set forth in Career Observation, 12.3.1, 12.3.2.

- 12.2.3 ESP employees promoted who do not successfully perform their duties shall be reassigned to a vacancy in their previous classification with their previous pay rate had they not left that classification. The Division of Human Resources shall make an effort to place the employee at a reasonable location.
- 12.2.4 ESP employees who have been laterally transferred or voluntarily demoted shall not serve another probationary period.
- 12.2.5 Employees who have been promoted shall serve a six- month promotional probationary period. If the promoted employee does not successfully perform their duties during the promotional probationary period, they shall be reassigned to a vacancy in their previous classification with their previous pay rate had they not left that classification. The Division of Human Resources shall make an effort to place the employee at a reasonable location.
- 12.3 Career Observation
- 12.3.1 If, after an ESP has been informed in writing of administrative concerns, by the employee receiving at least one verbal warning and one written warning, a principal/supervisor determines that an ESP is continuing to have some serious employment problems, the rater may initiate the Career Observation I process after obtaining approval from the Chief Officer for the Division of Human Resources or designee. With approval, the administrator shall:
- a. Notify the ESP in writing of placement on Career Observation
  - b. Identify in writing to the ESP the specific deficiencies and the expected performance that would produce a satisfactory status.
  - c. Provide in writing to the ESP suggestions for improvement and any known available resources for assistance.
  - d. Set a reasonable time limit for improvement and identify in writing to the ESP the date Career Observation is to begin.
- 12.3.2 As part of the Career Observation process, a meeting shall be held every thirty calendar days day period. A copy of this evaluation shall be given to the ESP at the meeting. As a result of this conference, the supervisor/principal will take one of the following actions and note such action on the evaluation:
- a. Return the ESP to regular status - release from Career Observation
  - b. Recommend an Administrative Transfer for the ESP
  - c. Place ESP on Career Observation Level II (see 12.3.6)
  - d. Continue the ESP on Career Observation
  - e. Recommend that ESP return to previous classification/group and rate of pay when a vacancy exists (promotional observation transfer provision only-Section 12.2)
- 12.3.3 The Career Observation process shall not normally exceed six months. Under extenuating circumstances, the process may be extended beyond the normal six months for a period not to exceed ninety days.
- 12.3.4 Placement on Career Observation shall have no effect upon an employee's current salary. If a level increase occurs during the period of Career Observation, the increase due the employee shall be delayed until satisfactory completion of the Career Observation.
- 12.3.5 Employees under this process shall continue to receive all rights and benefits afforded permanent employees.

- 12.3.6 After three or more thirty day periods on Career Observation Level I, an employee may be notified in writing of placement on Career Observation Level II. Procedures and provisions for Level II are the same as for Level I except at the end of two or more thirty day periods on Level II, the principal supervisor shall also have the option of recommending dismissal. At the time of placement on Level II, the employee shall be notified in writing of the possible consequence of recommendation for dismissal.
- 12.3.7 An employee previously placed on Career Observation Level I for serious employment problems and removed from Career Observation Level I may be recommended for placement directly on Career Observation Level II if employee performance in the same area of concern warrants it based upon at least one written reprimand or for an unsatisfactory annual performance evaluation.
- 12.3.8 An employee previously placed on Career Observation Level II for serious employment problems and removed from Career Observation Level II may be recommended for placement directly on Career Observation Level II if employee performance in the same area of concern warrants it based upon at least one written reprimand or for an unsatisfactory annual performance evaluation.

### **13 DISCIPLINARY PROCEDURES**

#### **13.1 Reprimand, Demotion, Suspension, or Termination**

- 13.1.1 Reprimand, Demotion, Suspension or Termination shall be for just cause. Just cause shall be defined as:
- a. Incompetence or continued rendering of unsatisfactory service after instruction and/or counseling.
  - b. Gross neglect of duty or specific serious failure to perform assigned duties.
  - c. Insubordination
  - d. Serious breach of discipline.
  - e. Absence without leave, or failure to give proper notice of absence to the detriment of service.
  - f. Failure to return to duty at the end of an authorized absence.
  - g. Indulgence in an intoxicating beverage, a hallucinogen, or a controlled stimulant or depressant drug while on duty or preceding duty so that such indulgence can be discerned after the time for commencement of duties; or possession of such substances on the employer's premises during working hours. (The professional opinion of one licensed physician, or the signed statements of two or more other persons, shall suffice for determination of discernment of intoxication.)
  - h. Conviction, or entry of a plea of guilty or nolo contendere of a felony or of a misdemeanor having specific relevance to the duties of the employee's classification. Criminal record factors as listed in 2.3.2 and 2.3.3 will be considered in evaluating the relevance to the employee's classification.
  - i. Negligent or willful damage to public property.
  - j. Theft, conversion of, or willful or careless waste of, public supplies, property, or equipment.
  - k. Unauthorized use of public personnel services, supplies, property, facilities, or equipment.
  - l. Use of bribery or political pressure to secure appointment or advantages.

- m. Material falsification of information as part of the qualifying application for employment and/or promotion, or any other official document of the School Board for the purpose of personal gain or reward.
- n. In connection with official duties, acceptance of compensation other than that specifically authorized.
- o. Utilization of official position for unauthorized personal gain.
- p. Failure to maintain competence or legal capacity to perform duties required of an incumbent in the Classification.
- q. Mental or physical disability, as supported by written documentation from not less than two licensed physicians.
- r. Possession of a firearm, weapon or destructive device while on any School Board property.
- s. Excessive absences.

13.2 Procedures for Employee Demotion, Suspension or Termination

13.2.1 All conferences with ESP employees related to conduct, performance, demotion, suspensions, or termination shall be summarized in writing by the administrator with a copy furnished to the employee. The employee may respond in writing to any such summary.

13.2.2 The ESP, provided they are an HCTA member, is entitled to have an HCTA representative present at any meeting, hearing, or conference related to conduct, performance, demotion, suspension or termination and shall be informed of this right before such meeting occurs.

13.2.3 When an ESP is being considered for demotion, suspension, or termination, the General Manager of Professional Standards shall send written notice to the ESP, their principal/supervisor, and the Association of a pre-disciplinary investigative hearing to be held before any action is taken, except as noted below in 13.2.4 and 13.2.5. This notice shall include: the specific cause (defined in Section 13.1.1) that warrants consideration of demotion, suspension, or termination; any documentation relative to the charge(s); and any known specific disciplinary action being considered.

13.2.4 Any ESP employee arrested for a crime constituting a felony or a misdemeanor may be immediately suspended from duty by the Superintendent.

If as a result of the disposition of an arrest no disciplinary action is recommended, any normal salary that would have been earned during the time of suspension without pay shall be reimbursed to the ESP.

13.2.5 In cases where the Superintendent concludes that public interest necessitates immediate suspension, this decision in itself must be predicated upon the ability of the Superintendent's staff to substantiate the specific adverse effect that would result contrary to the public interest.

The scheduling of or the intent to schedule a pre-disciplinary hearing does not preclude any discussions and/or meetings between the Administration and the ESP/Association to clarify or resolve the relative issues which may result in eliminating the need for the hearing.

13.2.6 Due to the investigative nature of the pre-disciplinary hearing, the hearing and all relative information shall be handled in a confidential manner. The hearing may be recorded by the parties. Those persons who shall be allowed present in the hearing and their functions are listed below.

- a. The General Manager of Employee Relations and/or designee: to present any information relative to procedure; to hear and clarify all information presented in order to report such information to the General Manager of Professional Standards or designee.
- b. The ESP employee being considered for demotion, suspension, or termination: to hear and clarify all information relative to charges; to present any information relative to charges.

- c. The ESP's representative: to observe and assist the ESP employee in the hearing.
- d. No other persons shall be allowed to be present in the hearing unless specific agreement is made before the hearing between the General Manager of Employee Relations and/or designee and the ESP/Association.

13.2.7 As a result of the hearing and the report of the General Manager of Professional Standards, one of the following actions and/or recommendations shall be made by the Superintendent/Chief Human Resources Officer:

- a. Any and all charges that have not been proven shall be dropped. The ESP shall be notified in writing (copy to the Association) and shall be returned to work as appropriate.
- b. Recommendations for administrative transfer (including demotion), shall be implemented after written notification to the ESP (copy to the Association) of the recommendation and the specific cause for the recommendation.
- c. A recommendation for suspension without pay for a specific time period as a singular disciplinary action shall be implemented after written notification to the ESP (copy to the Association) of the recommendation and the specific cause for the recommendation and after written notification to the School Board. The School District reserves the right to immediately reassign any employee to an alternative work site if that employee is being investigated for misconduct which might result in suspension. The School Board reserves the right to reassign work hours without prior notice in lieu of suspension.
- d. If a recommendation for termination is deemed appropriate by the Superintendent/Chief Human Resources Officer, the non-probationary ESP and the School Board shall be notified in writing (copy to the Association) of such a recommendation and the specific cause for this recommendation.

Within ten work days of receipt of this notification, a non-probationary ESP may request to appeal this recommendation for termination through the grievance procedure (Section 22) starting at Level II. If no request for appeal is made within the time limit, the termination shall be implemented as recommended. If a request for appeal is made, the ESP shall be notified in writing (copy to the Association) of the date and time of the Level II hearing at least ten work days before the hearing date.

With notification of the recommendation for termination, the Superintendent may suspend the non-probationary ESP with or without pay until appeal hearing procedures have been completed.

A probationary ESP may not appeal a termination through the grievance procedure. Such a recommendation shall be implemented after written notification to the ESP (copy to the Association) of the recommendation and the specific cause for this recommendation.

All ESP employees may use the grievance process for violations of contractual termination procedures.

## **14 SENIORITY**

### **14.1 General Procedures**

- 14.1.3 In the event of a tie in the beginning employment dates, seniority shall accrue from the date recorded by the placement supervisor on the personnel transaction form.
- 14.1.4 When a specific issue must be resolved involving ESP employees with equal seniority, it will be resolved by an objective lottery in the presence of the affected parties.
- 14.1.5 The ESP with the most seniority shall have first option to stay in a position or transfer, with such option extended to all ESP employees on a diminishing basis until one elects to transfer or until such time as the ESP with the least amount of seniority is required to transfer. This policy is also extended to include the right of an ESP in a position going from full-time to half-time to choose between staying in the half-time position or going into the pool.

## **15 TRANSFERS**

### **15.1 General Principles**

- 15.1.1 An ESP transfer is a change in position from one site to another.
- 15.1.2 A transfer may be requested by an ESP or may be initiated by the Superintendent.
- 15.1.3 ESP employees who are placed on Career Observation may not voluntarily transfer but shall be transferred if their seniority requires it. An ESP may also be transferred administratively according to Section 15.2.
- 15.1.4 ESP employees are eligible to transfer at any time during the work year except when the Division of Human Resources has implemented a freeze on transfers on specific classifications for unit loss placement. A qualified replacement should be secured before the transfer is made; however, no transfer will be delayed more than two weeks. The Administration may allow for up to one-week training period for the new employee by the old employee, whenever possible.
- 15.1.5 All vacancies will be advertised (online) for a reasonable amount of time (five workdays) before any transfers (except administrative), new hires or other actions to fill the position are processed. Existing employees in a department shall be considered for job opening with different hours of operation prior to advertisement.
- 15.1.6 Applicants from permanent ESP within the school system shall be considered before filling a vacant position.
- 15.1.7 All ESP vacancies shall be made known immediately to the Division of Human Resources.
- 15.1.8 The Division of Human Resources shall provide information regarding vacancies to those ESP employees desiring a transfer and to the Association when requested.
- 15.1.9 Administrators shall notify all ESP employees interviewed of their decision.
- 15.1.10 All complaints related to the ESP selection process should be directed to the Division of Human Resources immediately for investigation. The applicant will be notified of the result.

### **15.2 Administrative Transfer**

- 15.2.1 The Superintendent or his designee shall investigate any written request for an administrative transfer. This investigation shall determine the need for further action.
- 15.2.2 If appropriate, a hearing will be held involving the ESP, Principal/Supervisor, Association, and the Chief Human Resources Officer or designee.
- 15.2.3 Following the hearing, the Chief Human Resources Officer will make recommendations to the Superintendent.
- 15.2.4 The Superintendent shall then act upon the recommendation. Should a transfer be indicated, the ESP shall be placed in a vacancy that is in the best interest of the individual and the system.

### **15.3 Unit Loss Transfer**

- 15.3.1 ESP units at each work location shall be allocated according to the Board approved formula normally once each spring and each fall.
- 15.3.2 Unit loss will be used for transferring ESP employees when a work site must lose ESP employees due to unit allocation changes.
- 15.3.3 When transfers are necessary due to unit loss, ESP employees to be transferred will be determined by the seniority and unit loss policies.
- 15.3.4 Unit loss will be transacted first within the designated clerical classifications or within the designated paraprofessional groups and classifications at each school site. The ESP with the most seniority

within the affected classification/group shall have the first option to stay in a position or transfer, with such option extended to all ESP employees within the same classification/group on a diminishing basis until one elects to transfer (transfer period or pool placement) or until such time as the ESP within the same classification/group with the least amount of seniority is required to transfer.

15.3.5 In determining unit loss, the length of the ESP work year will not be a factor in identifying the person to be transferred.

15.3.6 The seniority of an ESP who is on leave and has a vested interest in the position will be used to determine the unit to transfer. Only ESP employees who have achieved permanent (non-temporary) status will be eligible for pool placement.

15.3.7 The Division of Human Resources will notify, through the school Administration, ESP employees who are subject to transfer due to unit loss.

15.3.8 At unit allocation time, the Division of Human Resources shall determine a freeze period for hiring prior to the placement process of pool ESP due to unit loss. No permanent new hires may occur during the freeze period. Transfers of permanent ESP employees, after spring allocations, within their own classification/group or to a classification/group with no unit loss shall continue until two weeks after notification to school sites by Division of Human Resources of new unit allocations and updated vacancy lists. Transfers shall then be frozen also until all pool placement needs have been met.

15.3.9 ESP employees who are designated to be placed in the pool due to unit loss will be eligible for transfer as all other ESP employees. If these ESP employees do not transfer, they shall be notified by the Division of Human Resources of the date, time, and location of the pool placement meeting.

The spring pool placement meetings shall normally be held during the traditional post-planning days. The Association and the Division of Human Resources shall discuss and agree upon all extraordinary scheduling of all pool placement meetings.

15.3.10 The ESP employees in the various classification/group pools will be listed according to their seniority. Copies of the seniority and vacancy lists for the various ESP pools shall be available for ESP employees and the Association by 2:00 p.m. of the last working day before the day the pool meetings are to be held.

15.3.11 At each placement meeting, vacancies will be given to each ESP who is required to transfer. The ESP with the most seniority will be given his/her choice of vacancies. Using seniority, ESP employees will be given a choice until all are placed or until all vacancies are filled. ESP employees shall be assisted at their new sites in making a smooth transition into their new positions.

15.3.12 When there are more ESP employees in the pool than vacancies, the ESP with the most seniority, after being advised of all known consequences associated with passing in pool placement, will be given the right of refusal of each vacancy occurring until he/she is placed. The ESP in the pool with the least seniority will be assigned to any vacancy occurring if all ESP employees with more seniority have refused the position. ESP employees not assigned will remain in the pool under specified contractual conditions.

15.3.13 One-half day ESP employees shall be entitled to select from any full day openings on a seniority basis.

15.3.14 The Division of Human Resources will work with ESP employees who were unable to be placed in their specific classification/group to find the best assignment possible for the welfare of the ESP and the School System. In cases where a unit is surplus but no lay off is declared, the ESP shall be retained as surplus in their present position for a maximum of one year or until a transfer is available. If the ESP is transferred to a position with a lower paygrade, the ESP shall not have a



reduction in their current pay rate for a period of one year from the time they were declared surplus and shall remain in their specific pool for available vacancies for one full year. Assignment options offered that are at the same salary rate or greater are considered finalized unit loss assignments if the ESP is placed in such an assignment. If a lay off is declared necessary, procedures in Section 16 shall be implemented.

15.3.15 The Association and the Division of Human Resources shall discuss all extraordinary pool placement assignment procedures and/or situations before pool placement occurs.

15.3.16 Any Secretary I who is promoted to Secretary II as a result of high enrollment only shall be considered to be in a Secretary I position in the event of unit loss, unless the employee chooses to be placed in the Secretary II-unit loss pool.

#### 15.4 New School and Consolidation Transfers

15.4.1 The seniority and unit loss policy will be used when boundary changes are made in making mandatory new school transfers and consolidation transfers to the schools involved.

#### 15.5 Family Transfer

15.5.1 No ESP shall be appointed or reappointed to a work site in which his/her father, mother, brother, sister, husband, wife, son, daughter, or in-law is employed as an administrator or in a position that directly supervises the family member. An ESP and an administrator marrying during the school year shall be allowed to finish that year at the same work location. It shall be the duty of the principal/supervisor and the Division of Human Resources to enforce the policy and to arrange for required transfers if the year ends without voluntary transfer occurring. Voluntary transfers will be encouraged prior to year ending.

### 16 **REDUCTION IN FORCE AND REEMPLOYMENT**

#### 16.1 Procedures

16.1.1 When it becomes necessary for a reduction in force, the Chief Human Resources Officer shall place a freeze on all ESP positions. The seniority of ESP employees within a group/classification shall be the governing factor in determining those ESP employees who are to be laid off.

16.1.2 When programs are discontinued or cut back, the seniority of ESP employees in such programs shall be the governing factor in determining whether or not those ESP employees are laid off or absorbed into the regular program. The following procedure will be used:

- a. The Superintendent and Assistant Superintendents shall determine the area, subject or programs that will lose positions for the coming year. ESP employees shall be laid off in order of least continuous seniority in the county and within the specific groups/classifications affected.
- b. The Division of Human Resources will determine how many positions in the area, subject, or programs to lose units, are planning to retire, resign or go on leave for the coming year. That number shall reduce the amount of staff members to be laid off the coming year.
- c. The Division of Human Resources will work with the ESP to be laid off, who is qualified for another vacant position, to find the best assignment possible for the welfare of the ESP and the school system. If an ESP is placed in a position of a lower paygrade, the ESP shall not have a reduction in their current pay rate for a period of one year.
- d. Laid-off ESP employees shall have first option for accepting reemployment on a seniority basis, as vacancies open within the previously assigned groups/ classifications for a period of two years. No new ESP employees shall be employed during the two-year period until all ESP employees laid off from such assignments have been provided with the opportunity of filling

the positions. Hardship cases will be considered by the Division of Human Resources when making these placements.

e. Upon reemployment, all benefits shall be restored.

## **17 LEAVES**

### **17.1 General Principles**

- 17.1.1 Leave for ESP employees is not considered a termination of employment. Upon expiration of the leave, an ESP shall be returned to the work site where he/she previously served, except as per unit loss.
- 17.1.2 When the circumstances for which a leave was granted are changed, an ESP may request an early return from leave with prior notice (minimum of two weeks' notice for extended leaves). When the employee's position is filled by a temporary employee contracted for the designated time frame under an extended leave, the ESP may return temporarily to a vacancy within the district, for which qualified, until such time as the previous position is available.
- 17.1.3 With the exception of sick leave, all other requests for leave, paid or non-paid, must be submitted to the site administrator on the appropriate form(s). The site administrator is responsible for timely submittal of leave forms to the Division of Human Resources.
- 17.1.4 Authorized leaves shall not constitute a break in service.
- 17.1.5 Unless otherwise indicated, an ESP may not be employed full time outside the school district while on leave during the employee's normal work hours.
- 17.1.6 Upon expiration of the leave, an ESP shall be returned to the school where he/she previously served. After an ESP's absence of three continuous combined leaves, an ESP will return to the county placement pool for reassignment, if the pool is available (Spring or Fall), or may temporarily find a position for which qualified until such time as the next county placement pool is held.

### **17.2 Absence from Duty**

- 17.2.1 An ESP who will be absent from duty shall notify the administrator/immediate supervisor or their designee, as early as possible.
- 17.2.2 All absences from duty must be for a reason which can be excused by the administrator/immediate supervisor. ESP employees who are willfully absent from duty without leave or misrepresent the cause of absence, shall forfeit compensation for the time of such absence, and shall be subject to disciplinary procedures specified in Section 13.

### **17.3 Funeral Leave**

- 17.3.1 In the event of the death of a member of the ESP's immediate family (spouse, child, mother, father, brother, sister, guardian, stepparent, stepchild, grandparent, grandchild, daughter-in-law, son-in-law, parent-in-law, sister/brother-in-law, grandparent-in-law or any relative residing within the employee's household), an ESP on permanent status shall be granted up to three days of paid leave to facilitate attendance at the funeral. Local vicinity funerals may receive one day of funeral leave. Funerals that occur more than two hundred miles from SDHC may receive two days of funeral leave. Out-of-state funerals may receive up to three days of funeral leave. An ESP employee who has the primary responsibility of making arrangements for the funeral of an immediate family member (spouse, child, mother, father, brother, sister, guardian, stepparent, grandparent, grandchild, daughter-in-law, son-in-law, sister/ brother-in-law, grandparent-in-law, parent-in-law, step-child, or any relative residing within the employee's household) may be granted one additional day of funeral leave but not to exceed the three-day maximum.
- 17.3.2 Funeral leave is of special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account and is not accumulated in the manner of annual or sick leave. Payment in lieu of funeral leave is not authorized.

17.4 Personal Leave

17.4.1 Six days per school year for personal leave may be charged against accrued sick leave during employee's regular work year. The ESP shall notify the administration as soon as possible of their intent to utilize paid personal leave, but no later than regular reporting time. Immediately following the absence, a leave form shall be submitted stating that the absence was for "personal reasons."

17.5 Sick Leave

17.5.1 An ESP who is unable to perform his/her duties because of his/her illness or because of the illness or death of his/her father, mother, brother, sister, husband, wife, child, father-in-law, son-in-law, daughter-in-law, mother-in-law, stepfather, stepmother, brother-in-law, stepbrother, half-brother, sister-in-law, stepsister, half-sister, stepchild, uncle, aunt, niece, nephew, grandparents, grandparents-in-law, grandchild, or members of his/her own household (a person residing in the house wherein the member resides, or in another house upon the same premises) is entitled to use sick leave.

17.5.2 In every case of absence resulting from sickness or injury, the employee shall notify the immediate supervisor promptly, normally prior to regular reporting time, stating the nature of illness or injury. Failure to comply with this provision may be grounds for denial of sick leave with pay.

17.5.3 Employees shall earn one day of sick leave for each month of employment during the regular work year which shall not be used prior to the time it is credited to the employee. Permanent employees shall be advance credited four sick days at the end of their first month of employment each school year. Employees shall receive one day per month thereafter until they have received the maximum allowable for their work year. Those employees who work in an extended school year program shall accrue an additional pro-rata amount of sick leave as noted in Section 17.5.8.

If an employee terminates his/her employment through termination, resignation, retirement, or death, prior to earning the days that have been advanced credited to them, the School Board shall make an adjustment in the final compensation to ensure that the employee has not been overpaid.

Sick leave accrual shall be cumulative from year to year; provided, there is no limit on the number of days of sick leave that may be accrued. Sick leave shall accrue hourly based upon paid time.

17.5.4 All justified claims for sick leave must be approved by the principal/supervisor who shall make the report to Payroll, and by such person as is designated by the Superintendent for this purpose. All such claims shall be substantiated by filing of the appropriate form upon return of the ESP to duty or during the course of his/her illness, as may be needed.

17.5.5 The Superintendent is authorized to require a certificate of illness from a licensed physician or from the county health officer if such is deemed necessary. Full compensation shall be made for the time missed for justifiable absence in accordance with the Florida School Laws.

17.5.6 For illness, ESP employees shall have the option of using vacation leave or sick leave.

17.5.7 ESP employees who are reemployed, except those who received terminal pay at separation, shall be credited with all unused balances of sick leave held at the date of the previous separation.

17.5.8 ESP employees who are employed for a normal extended year program shall accrue sick leave hours equal to their specific extended year work day.

Since extended year program employment is temporary, ESP employees shall not use more than one day of accrued sick leave during this type of employment.

17.6 Sick Leave Bank

17.6.1 Establishment

a. The Sick Leave Bank shall be established and deemed to be in operation when one thousand sick leave days have been deposited in the Bank.

## 17.6.2 Membership

- a. Any employee may apply for membership to the Sick Leave Bank who is actively on duty and has at least eleven days of accrued sick leave as of October 1, the date of effective enrollment. Those persons wishing to become members of the Sick Leave Bank shall do so by voluntarily applying for membership and contributing one accrued sick leave day to the bank during the time determined and published by the Sick Leave Bank Committee.
- b. Membership in the Sick Leave Bank shall be continuous from initial enrollment until an individual member has drawn all Sick Leave Bank Committee approved days for original illness (not to exceed 100 days) or has resigned from the school system.
- c. Membership may not be reinstated by a former member returning used days to the bank.
- d. Membership shall be qualified by the following conditions:
  1. Each July the Sick Leave Bank Committee shall determine if the bank balance will be drawn to below 500 days during the coming year. If after evaluating the rate of usage and the projected new enrollments, the committee concludes that the 500-day balance will occur during the next school year, each member will be notified that they will be required to contribute one additional sick leave day on the last pay date in September in order to continue membership. Members not having one additional sick leave day accrued to their benefit shall not be eligible to continue membership. Such members shall again be eligible when they meet the criteria in 17.6.2 a.

In the event a member draws from the bank, that individual's membership shall be suspended for all subsequent illness and benefits not arising directly out of the original illness or injury. Such individuals may reinstate their membership by meeting the qualifications in 17.6.2 a.

2. Members of the bank may only contribute days as authorized above and any sick leave days donated to the bank shall be deemed used sick leave by the participating employee and shall not be returned to the employee except as a benefit of membership in the bank.

## 17.6.3 Benefits

- a. Eligibility for payment from the Sick Leave Bank shall be determined by the Sick Leave Bank Committee based upon the following:
  1. Sick Leave Bank members are not eligible for benefits for a pre-existing condition until one year following the effective date of enrollment.
  2. The member must have applied for an extended leave of absence from employment because of their own personal catastrophic illness or accident (excluding Workers' Compensation cases).
  3. Sick Leave Bank benefits are not payable for benefits coverable by Workers' Compensation benefits.
  4. The member must have exhausted all accumulated sick leave and have missed ten consecutive workdays without pay.
  5. The member must make application to the Sick Leave Bank Committee by submitting certificates from two doctors attesting to the member's extended illness or accident. The Sick Leave Bank Committee will provide the necessary forms and determine the required information.
  6. Upon approval by the Sick Leave Bank Committee of each application, members will be allowed to draw up to a maximum of one hundred paid sick leave days from the bank. Payment of benefits for these approved one hundred days does not have to be continuous for the same illness. However, each request must be accompanied by a new application and the criteria in 1, 2, and 3 above must be met.

7. All cases shall be reviewed when the 50th day of benefits is reached. The committee may request additional medical certification.

b. Utilization of paid sick leave will be determined based upon the following:

1. The Sick Leave Bank days, for payment purposes, are only effective on the days which are normally paid for each particular job classification.
2. Members of the Sick Leave Bank who are drawing benefits are not eligible for sick leave or vacation accrual. Paid holidays occurring during the approved benefits period will be paid as a benefit of the Sick Leave Bank.
3. During the duration of the coverage by the Sick Leave Bank days, the recipient is responsible for submitting updated medical statements from both physicians at the end of each month or as otherwise advised by the committee's chairperson. This should be forwarded to the attention of the Chairperson of the Sick Leave Bank Committee.
4. When the physician(s) releases the member for return to duty, the member is required immediately to advise the chairperson of the Sick Leave Bank Committee of this change in status. A member who fails to advise the Chairperson of the release from a physician to return to work shall forfeit their rights to all Sick Leave Bank benefits paid after the release and shall be personally liable for restitution to the bank of all unauthorized funds received.

#### 17.6.4 Administration

- a. The Sick Leave Bank shall be administered by the Sick Leave Bank Committee.
- b. The Sick Leave Bank Committee shall be the final authority on all disputes concerning membership applications, benefits applications and on other matters that may come before the committee.
- c. The Sick Leave Bank Committee shall be a committee consisting of:
  1. Three Representatives appointed by CTA.
  2. Four representatives appointed by the Superintendent.
- d. The chairperson shall have no voting power except in a tie breaking situation.
- e. Enrollment forms and applications for benefits may be obtained from the Division of Human Resources.
- f. Specific rules for the implementation of this bank may be developed by the Sick Leave Bank Committee.
- g. Sick Leave Bank members shall be given an annual report of usage.
- h. The membership eligibility and benefits (100 days) of the Sick Leave Bank may be changed when two thirds of the Sick Leave Bank Committee recommends to the Sick Leave Bank membership such a change. This change shall be approved by a majority vote of the voting members of the Sick Leave Bank.

#### 17.6.5 The Sick Leave Bank Committee shall function as follows:

- a. The Chairperson shall be responsible for conducting the meetings, corresponding with all applicants and attending to all other business of the committee.
- b. The Chairperson shall select the Vice-Chairperson. The Vice-Chairperson shall be responsible for conducting the annual enrollment and to act in the chairperson capacity in the absence of the chairperson.
- c. Quorum shall consist of three members plus the chairperson or vice-chairperson.

#### 17.7 In-service

- 17.7.1 When ESP employees desire to attend a conference, convention, workshop, etc., they will present a request for approval of the trip to their principal/supervisor at least two weeks in advance of the trip. If approved, attendance shall be considered temporary assignment to duty elsewhere.

- 17.7.2 Employees assigned to a new position shall receive orientation to the position and when deemed necessary by the principal/supervisor shall receive appropriate training assistance during the regular work day of the first two weeks in the new position. Employees who choose to participate in professional development programs conducted after the work day shall be granted compensatory time, unless a specific stipend is offered for that workshop.
- 17.8 Illness and Accident in Line of Duty (See also Sections 24.2, 24.3, 24.4)
- 17.8.1 Any employee shall be entitled to illness or accident in-line- of-duty leave when he/she is absent from his/her duties because of certain infectious or contagious childhood diseases contracted in school work. This type of leave is different and separate from any other type of leave and shall be treated as such. The amount of leave time allowable will be a minimum of one day and the responsibility of the Risk Management Department who shall keep both the appropriate Division of Human Resources Department and the Payroll Department advised of leave status.
- 17.8.2 The principal or administrator in charge, upon notification by an employee of an on-the-job injury, shall have the employee complete the "First Report of Injury or Illness" report.
- 17.8.3 If medical treatment is necessary due to an on-the-job injury, the injured person shall be given a claim packet to complete. A "Referral for Medical Treatment" form will enable the employee to report to an authorized doctor. The completed claim packet shall be faxed to the Workers' Compensation Office by the supervisor. Except for emergencies, an employee needing care from a doctor must use only doctors listed on Risk Management's "List of Approved Doctors." An employee may not change doctors without Risk Management approval.
- 17.8.4 The employee shall receive normal pay for the day of the injury. Upon recommendation of Risk Management, the School Board will also pay normal salary to an employee who is injured on the job for the first ten working days following such injury. The employee will be paid if documentation is presented from the authorized treating physician taking that employee out of work and approved by the Workers' Compensation office. The maximum amount of paid days shall be ten days in any given year regardless of the number of injuries during that year. The ten days will only be paid within a period following three years after the accident occurred. Follow-up doctor appointments and/or physical therapy will not be covered in these ten days. An employee who is given paid days will be reported in Code 06 of the payroll.
- 17.8.5 After the ten-day period, the injured employee has a choice of receiving Workers' Compensation benefits only, or supplementing Workers' Compensation benefits by utilizing a portion of a sick day to provide full salary equivalent. The combined benefits of both Workers' Compensation and paydays' sometimes result in overpayments to an employee which must be returned. The Risk Management Department shall be responsible for reporting usage and payments of leave to both the appropriate Division of Human Resources department and the Payroll Department.
- 17.8.6 If a doctor recommends an employee for light duty (limited/ restricted duty), the employee must be able to fulfill his work responsibilities. The work location supervisor must allow the employee to return to work and insure that the employee does not exceed the doctor's limitations. Light duty status is only available for approved Workers' Compensation claimants, not for individuals returning from personal illness or injury.
- 17.8.7 In addition to all Workers' Compensation benefits, employees shall also be entitled to illness in-line-of-duty leave when they are absent from duties because of certain illnesses contracted at work. This policy is intended to deal with such uncommon diseases or infestations as infectious hepatitis, meningitis, scarlet fever, and the illnesses normally related to childhood diseases such as mumps, measles, chicken pox, head lice, pink eye, scabies or impetigo. This does not include the normal adult illnesses such as the common cold, influenza, etc. (Children found to contain these illnesses or infestations shall not be allowed to return to school until such time as the condition no longer exists.) This extended benefit is not covered under the Workers' Compensation law, therefore employees must seek medical care on their own (without a medical referral form) and present their bills to the principal/supervisor. To receive benefits, the principal/ supervisor must send a memo to Risk

Management stating that the employee was personally exposed to a specific illness. Medical bills and leave of absence forms should be attached. Risk Management may specify maximum benefits for certain illnesses.

17.8.8 When a health hazard exists at a work location that necessitates preventive action or treatment, such as taking shots, to protect employees, the School Board shall make arrangements through the Health Department or other agency for such preventive action or treatment at no cost to employees.

17.8.9 The Board shall continue to provide its portion of the employee's health and life insurance when the ESP is on any approved Workers' Compensation leave.

17.8.10 An employee on Workers' Compensation leave is assured a return to the same position if the leave has been continuous for less than twelve months. If the Workers' Compensation leave has been continuous for more than twelve months, the employee will be assigned by the method of pool placement.

17.9 Jury Duty or Court Witness

17.9.1 Any ESP of the school system when called for jury duty or subpoenaed as a witness for a situation related to his/ her employment as a School Board employee shall be considered on temporary duty elsewhere and shall receive pay for his/her time on court duty. A copy of the court order or subpoena must be presented to the site administrator *prior* to the requested date of duty. Upon completion of duty, the employee must complete a Request for Leave form and attach a "verification of attendance."

17.10 Personal Leave (Short Term) Without Pay

17.10.1 An ESP may be granted temporary personal leave (maximum of twenty workdays) without pay, when extenuating circumstances dictate. This leave cannot be extended, but a new leave request can be made if the situation warrants it. A total of no more than thirty workdays may be given in any fiscal year.

17.11 Military Leave Reserve Active Training

17.11.1 ESP employees who are members of state and national reserve units shall be entitled to paid leave of absence, up to seventeen work days in any fiscal year, when they are on active duty for training purposes. Reservists must plan their tour of duty during vacation when possible. Request for excused absence and a copy of the official orders must be submitted in advance.

17.12 Military Leave Reserve Called to Active Military Service

17.12.1 ESP employees who are members of state and national reserve units, who are called to active military service, shall be entitled to a leave of absence. Requests for military leave must be accompanied by a copy of the official orders.

17.12.2 The work days within the first thirty calendar days of any such leave shall be with full pay. ESP employees shall retain rights to their assignment until the end of the current school year. ESP employees returning from military leave will be credited with one (or a partial) years' experience for determining salary benefits, rights, and privileges for each year (or partial year) on leave. Upon expiration of the leave, a reservist shall be returned to the work site and group (Paraprofessional) or classification (clerical/other paraprofessional) where he/she previously served.

17.12.3 Reservists must present themselves for duty within 31 days upon release and must make themselves available to report to work no later than 90 days from the date of discharge from active service. Failure on the part of the reservist to return to work after 90 days will be considered as a break in service. Returning reservist must provide the appropriate discharge documents (DD-214) indicating an honorable discharge. Failure on the part of the ESP to submit this verification will invalidate the leave of absence and constitute a break in service. Circumstances surrounding a dishonorable discharge will be considered on an individual basis.

17.13 Military Leave Voluntary Service

17.13.1 ESP employees who volunteer for military service in the Armed Forces of the United States or the state of Florida are eligible for military leave without pay. Orders for induction must be submitted with the request for leave form. A maximum of four years' leave may be granted unless a state of emergency exist.

17.13.2 ESP employees granted a military leave must, upon their release, present themselves for duty within 31 days and must make themselves available to report to work no later than 90 days from the date of discharge from active service. Returning ESP employees must submit a copy of his/her honorable discharge papers from the service. Failure on the part of the ESP to submit this verification will invalidate the leave of absence and constitute a break in service.

Circumstances surrounding a dishonorable discharge will be considered on an individual basis.

17.13.3 ESP employees returning from voluntary military service shall be credited with one (or partial) years' experience for determining salary benefits, rights and privileges for each (or partial) year on leave. Upon expiration of the leave, an ESP shall be returned to the work site and group (Paraprofessional) or classification (clerical/other paraprofessional) where he/she previously served.

17.14 Military Leave State or National Emergency

17.14.1 ESP employees who volunteer or are drafted for military service in a time of declared national or state emergency are eligible for military leave without pay. Requests for military leave must be accompanied by a copy of the official orders. A maximum of four years of leave may be granted unless the declared state of emergency continues to exist.

17.14.2 ESP employees granted military leave must, upon their release, present themselves for duty within 31 days and must make themselves available to report to work no later than 90 days from the date of discharge from active service. Returning ESP employees must submit a copy of their honorable discharge papers from the service. Failure on the part of the ESP to submit this verification will invalidate the leave of absence and constitute a break in service. Circumstances surrounding a dishonorable discharge will be considered on an individual basis.

17.14.3 ESP employees returning from military leave shall be credited with one (or partial) years' experience for determining salary benefits, rights and privileges for each (or partial) year on leave. Upon expiration of the leave, an ESP shall be returned to the work site and group (Paraprofessional) or classification (clerical/other paraprofessional) where he/she previously served.

17.15 Health Leave

17.15.1 A permanent non-probationary ESP may be granted health leave of six months without pay. A Medical Verification form must be submitted with the Request for Leave form. Additional health leaves, up to a maximum of thirty-six months, may be granted with a supporting Medical Verification form.

17.15.2 The Board shall provide its portion of the employee health and life insurance when the ESP is granted any extended health leave. However, this obligation shall not extend past the end of the fiscal year in which the health leave was initially granted. For health leave extending past the end of fiscal year, please see Section 24.1.6. This language in no way infringes upon or diminishes the rights of covered employees under the FMLA.

17.15.3 The ESP must notify his/her principal/supervisor one week prior to return to duty from extended health leave. The ESP must present a doctor's release before returning from health leave. If the doctor releases the ESP prior to the expiration of the leave, he/she is expected to return to work immediately following the release and proper notification (one week).

17.16 Educational Leave

17.16.1 ESP employees may be granted educational leave to participate in educational programs beneficial to the employee's growth against his/her present or projected assignment in the



Hillsborough County School System. Educational leave shall be without pay and not exceed twelve consecutive months. Only one educational leave can be obtained after three years of employment and thereafter each three-year period. Proof of training shall be submitted upon return from leave.

17.17 Maternity/Adoption

17.17.1 Pregnancy shall be considered as any other temporary disability of a non-occupational nature. Upon proper request, any non-probationary permanent employee shall be allowed leave for maternity purposes. The employee must be placed on annual and/or sick leave insofar as such credit is accrued. Leave of absence without pay shall be granted for the remainder of the necessary absence up to twelve weeks after the end of the pregnancy. The employee must submit a verification of the date the pregnancy ended.

17.17.2 The Board shall provide its portion of the employee health and life insurance when the ESP is granted an extended maternity leave. However, this obligation shall not extend past the end of the fiscal year in which the maternity leave was initially granted. For maternity leave extending past this time, please see Section 24.1.6. This language in no way infringes upon or diminishes the rights of covered employees under the FMLA.

17.17.3 Prior to returning from maternity leave, each employee shall be required to submit a physician's statement verifying that she is physically qualified to resume her normal duties.

17.17.4 Leave may also be granted for adoptive maternity/paternity up to twelve weeks. Permanent employees anticipating adoption of a child should submit proper and appropriate verification of intent to adopt with the request for leave.

17.18 Family Health Care

17.18.1 A permanent, non-probationary ESP may be granted a family health care leave of up to twelve weeks without pay. A Medical Verification form must be submitted with the Request for Leave form. Additional leaves, up to a maximum of eighteen months, may be granted with supporting Medical Verification form.

17.18.2 The ESP must notify his/her principal/supervisor no less than one week prior to return to duty from leave.

17.19 Personal Leave

17.19.1 A permanent, non-probationary ESP shall be granted a personal leave for one school year or the remainder of a school year upon completion of three years of employment and with a minimum of two weeks' notice. One additional year of personal leave may be granted after each three years of employment in the Hillsborough County School System. Such leave shall not be cumulative.

17.19.2 An ESP cannot accept full-time (greater than 20 hours per week) employment while on personal leave unless the spouse is enrolled as a full-time student or is serving on military duty.

**18 RIGHTS/RESPONSIBILITIES**

18.1 Assignments

18.1.1 Assignment of duties shall be made without regard to age, race, creed, color, national origin, gender, marital status, or membership in any organization.

18.2 Voluntary Activities

18.2.1 Activities beyond the workday that are not related to the ESP employee's regular duties shall be voluntary.

- 18.2.2 ESP employee's attendance at each school's annual open house is voluntary, however, the parties recognize the importance of this activity to the school community. Therefore, ESP employees who attend open house will be granted two hours of compensatory time to be used on non- student days.
- 18.3 Privacy of Discussion
- 18.3.1 Verbal reprimands relating to individual problems, discussions concerning serious performance problems, and/or discussions relating to individual personal situations shall be dealt with in a confidential manner.
- 18.4 School Property
- 18.4.1 ESP employees shall be accountable but not financially responsible for school property lost, stolen, or damaged when policies and procedures have been followed.
- 18.5 County Committees
- 18.5.1 The Association shall name a majority of any ESP representatives serving on a county committee which will have an effect on ESP employees.
- 18.5.2 The School Calendar Committee shall include two ESP representatives selected by the Association.
- 18.5.3 The school district shall create the School Community Professional Development Committee for purposes of implementing related Florida statutes. ESP committee appointees shall be appointed by the CTA. The term of office for each ESP committee member shall be for two years.
- 18.6 Student Illness
- 18.6.1 ESP employees (except Health Assistants) shall not be required to make final decisions on the status of a student's illness and action to be taken, if any.
- 18.6.2 When there is no health assistant or nurse assigned daily to a school, or when the health professional is absent or on a scheduled lunch or break, ESP employees may be directed to administer student medication when they have specifically been designated by the principal for such assignment, when they have been trained by appropriate district health services professionals, and when all relative Florida Statutes, School Board Policies and Procedures, and District Health Services Guidelines have been implemented.
- 18.7 Paraprofessional Supervision
- 18.7.1 Paraprofessionals assigned to teachers are to be utilized and supervised by the teacher to whom the paraprofessional is assigned. Paraprofessionals are not to be routinely used to perform services for the school's administrative office.
- 18.7.2 Assignments of duties necessary for the safety of students shall be distributed equitably among comparable paraprofessionals at the work site and posted.
- 18.7.3 ESP who are assigned to multiple classrooms throughout the day shall be given adequate travel time between classes.
- 18.8 Transportation of Students
- 18.8.1 Paraprofessionals who transport students as an extension of their normal work activities shall be covered by the Board's liability insurance policy when approved by the appropriate administrator.
- 18.9 Staff Meetings
- 18.9.1 County-wide paraprofessional and clerical meetings shall be held annually. The objectives of these meetings shall be to generally inform the system's ESP of any new operational procedures and/or policies, to review, if needed, any established operational procedures and/or

policies, to promote county-wide communication for improved efficiency in system operations, and to offer any type of professional training that may be beneficial to ESP employees.

18.9.2 Staff meetings/in-service at individual work sites that require attendance by the ESP employees shall be held during the normal work day. In instances where the staff meeting and/or staff development is pertinent to the ESP's job requirements, the ESP may be required to attend beyond the normal work day up to 2 1/2 hours per year with one day's notice. Exceptions shall be made on an individual basis due to extenuating circumstances which prevent ESP attendance. Compensatory time at the appropriate rate will be given for time beyond the normal work day.

18.9.3 Afternoon staff and in-service meetings shall begin within ten minutes after student dismissal.

18.9.4 ESP employees may attend teacher in-service programs on a space available, voluntary basis. Information concerning these programs shall be made available to ESP employees and the Association.

18.9.5 The appropriate amount of travel time to attend in-service/ staff meetings at other work sites during the work day shall be allotted to ESP employees.

18.10 Personal Profits

18.10.1 ESP employees shall not personally profit as a direct result of any company or individual engaged in business with the School Board.

18.11 Faculty Steering Committee

18.11.1 There shall be ESP representation elected by the ESP faculty on each school faculty steering committee. Since participation by ESP representatives shall be voluntary, there is no requirement for salary payment for this committee work beyond the normal work day.

18.12 Parent Conference Day

18.12.1 If the teachers at a school choose to work the "optional conference day schedule," the ESP employees at that school shall have the option to work the same schedule. However, the regular number of duty hours in a regular day must be accounted for by working and/or by compensatory time, personal time, vacation leave, or non-paid personal time.

18.13 Accountability

18.13.1 School Improvement Plan waivers shall be considered part and parcel to the collective bargaining agreement.

18.13.2 All School Improvement Plan waiver proposals at a site shall be approved by secret ballot vote and monitored by an association representative.

18.14 Field Trip Expenses

18.14.1 ESP employees assigned to chaperone field trips shall not pay any transportation or entrance fees for the trip.

18.15 School Choice

18.15.1 ESPs shall be permitted to enroll or transfer their children, or children for whom they are legally responsible, in a school of their choice, space permitting. This will not exempt them from existing eligibility requirements.

18.16 Dress Code

18.16.1 The School Board and the Association agree that although there is no official dress code for ESPs, they are to be professional in their dress and personal grooming.

18.17 Access to Computers

18.17.1 ESP shall be granted adequate time each morning and afternoon to check email on IDEAS without teacher or administrative oversight, during non-student time within their work day.

18.17.2 ESP shall have easy access to computers at each school site.

**19 FACILITIES**

19.1 Parking Areas

19.1.1 Consideration shall be given to safety and security of ESP employee's cars when assigning parking areas.

19.1.2 ESP employees at the Raymond O. Shelton School Administrative Center shall be assigned parking at ROSSAC or a satellite area based on paygrade and seniority in the Hillsborough County School System.

19.2 Dining Facilities

19.2.1 ESP employees shall be provided with facilities apart from students. In those schools where lack of space prohibits a separate facility, an area within the student lunchroom will be established by use of available visual barriers, such as bookcases, etc. This will not prevent an ESP from dining with students if he/she desires to do so.

19.2.2 ESP employees located at non-school work sites shall be provided with facilities apart from the immediate work area whenever possible.

19.3 Faculty Lounge

19.3.1 ESP employees shall be afforded equal access to and use of all faculty lounges, workrooms, and restrooms through the workday.

19.4 Cash Bookkeeping Safety

19.4.1 School Bookkeepers and other ESP employees who have cash bookkeeping responsibilities shall be provided a private work area for the handling of cash.

**20 STUDENT MANAGEMENT AND PROTECTION OF ESP EMPLOYEES**

20.1 ESP Assault

20.1.1 Any ESP who has suffered an assault in connection with his/ her employment shall immediately make a written report, within seventy-two hours, of the circumstances thereof to his/her administrator on the appropriate form in triplicate. The administrator must verify the facts connected with the assault including names of those involved and submit the original report of assault to the Office of Risk Management within seventy-two hours of the event being reported. A copy of the assault report shall be retained by the principal/ supervisor, and a copy furnished to the individual assaulted.

20.1.2 In addition, an ESP who has suffered an assault may be requested to submit supplemental written reports.

20.1.3 The appropriate law enforcement agency shall investigate any reported ESP assault and make a full report to the Office of Risk Management. Such reports shall be available to the Association and the individual who suffered the assault.

20.1.4 A student accused of assault and/or battery upon an ESP shall be immediately removed from the classroom setting pending disposition of the allegation.

20.1.5 Assault and/or battery upon an ESP that is confirmed shall afford the ESP the opportunity to give input to the administration and/or the school's placement review committee on the student's potential return to the ESP employee's classroom setting.

## 20.2 Safety of Students and ESP Employees

- 20.2.1 ESP employees shall not be required to serve as security personnel during a period of civil disobedience, bomb threats, or assaults on students or ESP employees by trespassers. Paraprofessionals will make a reasonable effort to assist in seeing that their students are protected while under their supervision.
- 20.2.2 Appropriate safety precautions shall be taken at all times at ESP work sites. If an ESP is aware that a safety hazard exists, he/she shall inform the appropriate administrator as soon as possible.
- 20.2.3 Safety shall be considered when ESP employees are required to make home/neighborhood visits. Some type of official district employee identification shall be provided to these employees.
- 20.2.4 ESP employees shall be informed when the district is informed, of any student in his/her classroom involved in serious types of offenses. This information is of a confidential nature, protected by state and federal acts insuring privacy, and shall be used only on a “need to know” basis.
- 20.2.5 The Administration and/or the supervising teachers shall give specific directions to ESP employees on the management and discipline of the students. ESP employees shall not be responsible for student discipline referrals except in emergency situations. ESP employees shall report all student behavior problems to their supervising teachers, supervising administration, and/or in the case of ESE Attendant Riders, to their bus drivers.
- a. School-based clerical ESP shall not be solely responsible for monitoring students who have been sent to the office for disciplinary reasons.
- 20.2.6 When a teacher is absent from the classroom, an ESP may send a student to the office to maintain effective discipline in the classroom and/or to maintain a safe and productive learning environment for the student’s classmates.
- 20.2.7 The Administration shall give ESP employees who are performing student safety duty assignments with groups of fifty or more students written directions for procedures in handling emergency and/or discipline situations.
- 20.2.8 Principals and affected clerical ESP shall develop a safety plan for implementation on those rare occasions when an individual clerical ESP is left to close an office or school with no administrator on duty.

## **21 PERSONNEL FILES**

### 21.1 Procedures

- 21.1.1 Any material originating within the school district which is derogatory to an ESP employee’s conduct, service, character or personality relating to performance, shall be placed into the employee’s file according to one of the following procedures:

a. By Personal Delivery

Any derogatory material must be provided to the employee before the material may be placed into that employee’s file. If the material is provided by personal delivery to the employee, the employee shall sign a copy of the document to acknowledge that he/she has received such material and in no way indicates agreement with the content of the material.

b. By Witness

If an employee refuses to sign the derogatory information, the supervisor may get a third party to witness that the employee has been provided the material. The witness must sign and date the material before it is placed into the personnel file.

c. By Certified Mail

If an employee fails to sign such derogatory material, the supervisor may send the material via certified mail to the employee. The material may be placed into the personnel file ten days after the registered receipt has been returned to sender.

Under any of the above procedures, an employee has the right to attach clarifying information to the derogatory material.

21.2 Maintenance of Records

21.2.1 ESP employees shall report as soon as possible to The Division of Human Resource any changes of name, address, and telephone number that may occur during their employment.

**22 GRIEVANCE PROCEDURE**

22.1 Purpose of Grievance Procedure

22.1.1 The purpose of this procedure is to secure, at the administrative level closest to the aggrieved person, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of ESP employees. Both parties agree that the proceedings shall be confidential at any level of the procedure.

22.1.2 To provide a standard procedure for ESP employees, the Board hereby adopts one procedure which shall be used by ESP employees. The following definitions, purpose, and procedure shall be observed.

22.2 Definitions (Grievance Procedure)

22.2.1 A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an ESP or group of ESP employees and/or the alleged misinterpretation or misapplication of any of the provisions of the agreement and/or Board policies which have not been resolved as a result of a conference with the principal in the office at the school center, or immediate supervisor elsewhere. Only grievances based upon a dispute involving the misinterpretation or misapplication of the agreement shall be arbitratable. All other grievances shall have Level III as the final step.

22.2.2 An "aggrieved" person is the person or persons making the claim.

22.2.3 A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

22.2.4 The "Association" refers to the ESP employee organization that is recognized as the exclusive bargaining agent.

22.2.5 The term "ESP" shall be deemed to apply to and include Educational Support Professionals of the Board who are included in the ESP bargaining units.

22.3 Rights of ESP employees to be Represented

22.3.1 An ESP shall have the right to be represented at Level I of the grievance procedure by the Association's building representative or a member of the Association staff. An ESP shall have the right to be represented at Level II and above by a member of the Association's staff.

22.3.2 An ESP has the right to represent himself/herself at Levels I, II, and III of the grievance procedure.

22.3.3 The ESP may request the building representative to be present at any meeting or conference related to an employee's conduct or performance.

22.3.4 ESP employees may request a member of the Association staff to be present at any meeting or conference related to an employee's conduct or performance where a county-level administrator is present.

22.3.5 ESP employees may request a member of the Association staff to be present at any meeting or conference where school security personnel and/or Child Protective Investigation Division personnel are present.

## 22.4 Miscellaneous

22.4.1 If, in the judgment of the Association, a grievance affects a class of ESP employees, the Association may submit such grievances in writing directly to the Superintendent, and the processing of such grievance shall be commenced at Level II. The Association shall have the unilateral ability to file a grievance at Level II in its own name as a result of a procedural decision at the county level.

22.4.2 Decisions rendered at all levels will be in accordance with the procedures set forth by Board policy, rules and regulations of the State Department of Education, Florida Statutes, and this agreement.

22.4.3 Documents, communications, and records dealing with the processing of a grievance will not be placed in the personnel file of the participants.

22.4.4 Forms for filing grievances, serving notices, taking appeals, making reports, and recommendations and other necessary documents will be jointly prepared by the Superintendent's designee and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. Copies of the documents shall be provided to each party with interest.

22.4.5 The Board and Association agree to make available to the aggrieved person and his/her representative all pertinent information not privileged under law or Board policy, in its possession or control, and which is relevant to the issues raised by the grievance.

22.4.6 When it is necessary at Level II or III for an ESP to attend a meeting or hearing during the workday, the Superintendent's office shall so notify the supervisor of said ESP, and he/she shall be released without loss of pay.

22.4.7 No grievance shall be recognized unless it shall have been presented at the appropriate level within thirty workdays after the aggrieved person knew of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered as waived.

22.4.8 No reprisals of any kind will be taken by the Board or by any member of the administration or instructional personnel against any party in interest, any Association representative, or any other participant in the grievance procedure by reason of such participation.

22.4.9 The Chief Officer for the Division of Human Resources shall be provided a written report at each level by the appropriate administrator, stating the grievance, decision reached and the basis for such decision. Copies of said reports, with names of parties and schools omitted, shall be available to the Association on request.

## 22.5 Procedures

22.5.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended or reduced by mutual agreement.

## 22.6 Pre-Grievance Conference

22.6.1 Before a dispute enters the Grievance Process, the ESP must request a conference with the administrator or other immediate supervisor to discuss and attempt to resolve the problem. This conference shall precede all other steps in the Grievance Procedure.

## 22.7 Level I

22.7.1 If the pre-grievance conference with the principal or immediate supervisor fails to solve the grievance, the person will file on a Level I form the grievance with his/her principal or immediate supervisor,

either directly or together with the Association's representative, with the objective of resolving the grievance. A written disposition of the grievance will be given to the party in interest within ten workdays. Before a principal may make a written disposition of an adverse decision concerning a grievance, he/she must confer with his/her Area Leadership Director.

## 22.8 Level II

22.8.1 If the aggrieved person is not satisfied with the disposition of his/her grievance at Level I, or if no decision has been rendered within ten workdays after he/she has first met with the appropriate supervisor, he/she may file the grievance on a Level II form with the Superintendent, with a copy to the General Manager for Employee Relations, either directly or through the Association's representative after a decision by the aforesaid supervisor, within ten workdays. The Superintendent and/or his designee shall have ten workdays after receipt of the grievance in which to schedule a hearing.

22.8.2 The parties to the grievance may summon witnesses by notifying the General Manager for Employee Relations in writing. The General Manager for Employee Relations will notify the parties involved and witnesses of the date, time, and place of the hearing.

22.8.3 Those permitted in the hearing room during the Level II Grievance hearing will include:

- a. The Superintendent and/or designee.
- b. General Manager for Employee Relations, Hearing Officer.
- c. Those named as filing the grievance, or in the case of a large group, representatives of that group.
- d. CTA staff person, representing the grievant.
- e. School system administrator(s) involved in the grievance.
- f. The appropriate supervisory administrator, representing the administrator(s).
- g. Secretaries to record the proceedings.
- h. Other parties as deemed necessary by either the Association or the Administration.

22.8.4 The complete proceedings at Level II shall be recorded.

22.8.5 Witnesses will remain in another room and will be called individually to testify. The Superintendent and/or his designee shall brief each witness as he/she enters the hearing room about the grievance. After the briefing, witnesses shall give a brief background and relate their experience with reference to the grievance.

22.8.6 The Superintendent shall render a written decision within fifteen workdays of the Level II hearing. Said decision shall be addressed to the grievant with copies to the other parties of interest.

22.8.7 All hearings held at Level II shall be in closed sessions and no news releases shall be made concerning progress of the hearings.

## 22.9 Level III

22.9.1 If the aggrieved person is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within fifteen workdays after the Level II hearing, he/she may file a Level III grievance at the School Board level. The Level III form must be filed with the General Manager of Employee Relations, either directly or through the Association's representative, within five workdays of receipt of the Superintendent's decision or within five workdays of the expiration of the time limit for rendering a decision.



- 22.9.2 Upon receipt of the appeal to Level III, the Superintendent shall notify the Board. The Board's secretary shall schedule a Level III hearing at the next available date.
- 22.9.3 The Superintendent and/or designee shall submit a written report to the School Board and a copy to the Association. The report should set forth finding of fact, reasoning and conclusions on the issues presented at Level II.
- 22.9.4 The Association staff person shall submit a written report to the Board through the Superintendent and/or his designee. The report should set forth finding of facts, reasoning and conclusions on the issues presented at Level II.
- 22.9.5 Prior to the Level III hearing, the General Manager for Employee Relations shall provide the Board and the Association with a verbatim record of the Level II hearing with supporting documents. In addition, they both shall be provided all the documentation to be considered at the Level III hearing.
- 22.9.6 The Level III hearing before the Board shall be an appeal of the Superintendent's decision at Level II. No witnesses shall be called and new evidence shall not be introduced.
- 22.9.7 The Level III hearing shall adhere to the following format:
- a. The Association staff person (or grievant) shall have 15 minutes to present the grievant's appeal.
  - b. The Superintendent (or designee) shall have 15 minutes to justify the Level II decision.
  - c. The Association staff person (or grievant) and the Superintendent (or designee) shall each have five minutes for rebuttal.
  - d. The Board shall have the authority to question the representatives making the presentation.
  - e. The Association staff person and the Superintendent (or designee) shall each have two minutes for closing remarks.
  - f. The Board shall render its decision.
- 22.10 Level IV
- 22.10.1 If the grievance is not solved at Level III to the grievant's satisfaction, or if a written decision is not submitted within the designated time limits of Level III, the Association may move the grievance to arbitration by filing a Level IV form with the Superintendent.
- 22.10.2 Within ten workdays of receipt of the Level IV grievance, the Superintendent or designee will meet with the Association for the purpose of selecting a mutually acceptable arbitrator.
- 22.10.3 If the parties cannot agree on an arbitrator within ten workdays, the American Arbitration Association or the Federal Mediation Conciliation Service will be petitioned by the Association to appoint an arbitrator.
- 22.10.4 The arbitrator shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding upon the parties.
- 22.11 Arbitrator Hearings
- 22.11.1 The arbitrator shall give at least ten workdays notice in writing to the Association and the Superintendent of the time and place of such hearing. The hearing shall be informal, and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence. The arbitrator shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, the production of books, records, and other evidence pertinent to the issues presented to him/her for determination.

- 22.11.2 The hearing shall be concluded within ten workdays of its commencement. Within ten workdays after the conclusion of the hearings, the arbitrator shall make written findings and a written opinion upon the issues presented, a copy of which shall be mailed or otherwise delivered to the parties involved. The decision of the arbitrator shall be final and binding upon the Association and the Board.
- 22.11.3 The arbitrator shall conduct the hearings and render a decision upon the basis of a prompt, peaceful, and just settlement of disputes between the ESP employees and the Board.
- 22.11.4 Fees and necessary expenses of arbitration shall be borne equally by the Association and the Board.

**23 ASSOCIATION RIGHTS**

23.1 Exclusivity of Association Rights

23.1.1 All rights granted in this section (Section 23, Association Rights) shall apply only to the Hillsborough Classroom Teachers Association as the exclusive bargaining agent for ESP employees. Any such rights or privileges shall not be granted to any other association, union, group or individual.

23.2 H.C.T.A. Activities

23.2.1 The Association shall be permitted the use of work sites without cost for the purpose of conducting meetings. The Association shall clear the scheduling of such meetings with the building administrator/supervisor.

23.2.2 The Association and its several building units shall be provided with bulletin board space at each work site for the purpose of posting notices and other related items. Site selection, within ESP access areas, shall be the prerogative of the Association Representative.

23.2.3 The Association will have the right to provide Association material to ESP employees. Copies of all generally distributed materials provided to ESP employees shall normally be provided to the appropriate administrator.

23.2.4 Authorized representatives of the Association will assume responsibility for posting or distributing material for the Association during non-work time.

23.2.5 The Association ESP representative shall have the right to make known the time, place, and subject of the Association meetings.

23.2.6 The Association shall be provided with school mail service for the distribution of the Association's newspaper and also for the purpose of contract ratification.

23.2.7 The Association shall be afforded access to work location mailboxes for the purpose of distributing Association material.

23.2.8 Full-time ESP employees shall be allowed a maximum of one meeting per month during the work day as long as the meeting does not occur during the student day. Half-time ESP employees may meet at the completion of their work day. Such meetings shall not exceed sixty minutes during the work day.

23.2.9 A maximum of two ESP employees, during any school year, shall be allowed to take one full year of restricted leave to work for the Association on a full-time basis. Said leave shall be renewable for one additional year.

23.2.10 The President of the Hillsborough Classroom Teachers Association, who is also an employee of the Board, shall be given full-time duty by the Board different from his/her normal ESP duties and from his/her normal location of duty. This duty shall be for the purpose of performing other educational and related services and for attending meetings related to said services. This duty shall be considered by the Board as being equal to ESP duties.

23.2.11 The individual performing this duty shall continue to be a continuous employee of the Board for all purposes and shall not be considered as being on leave when performing this duty. This duty assignment shall be a regularly established position of the Board and shall have continuous existence. The employee shall be compensated at the employee's same rate of pay as if he/she was performing full-time ESP duties. The Association shall inform the Board of the date of the President's term of office.

### 23.3 **Payroll Deduction**

23.3.1 The Board agrees to deduct from ESP employees' salaries an amount to cover dues for the Association, as the ESP employees individually and voluntarily authorize the Board to deduct and to transmit the amount so authorized to the office of the Association. ESP employees may individually and voluntarily authorize the Board and the Association to discontinue such deductions with a thirty-day notice.

### 23.4 **Convention**

23.4.1 The Board shall grant Association members a maximum of fifty days of professional leave per year for the purpose of attending the Association's annual convention in accordance with the following:

- a. No more than two clerical delegates per work site/ department, as determined by the Division of Human Resources, shall attend the convention.
- b. Up to sixteen ESP Association members shall receive two days' professional leave.
- c. Other ESP delegates of the Association shall receive one-day professional leave.
- d. The Association shall provide a list of delegates to the Division of Human Resources no later than one week prior to the professional leave dates.
- e. A delegate who is also an officer of the Association shall receive 5 days' professional leave to attend the annual National Convention.

### 23.5 **Bargaining Team**

23.5.1 ESP bargaining team members shall be provided with released time from their duties when bargaining occurs during the workday.

### 23.6 **Administrative Review**

23.6.1 The Association may request an administrative review with the appropriate county-level administrator through the General Manager of Employee Relations when the Association has a concern which it feels affects the welfare of the ESP employees and/or the system; the use of this procedure does not negate the use of other remedies in the contract.

### 23.7 **Legislative/Professional Days**

23.7.1 The Association may request leave for members to engage in legislative or professional activity up to the cumulative Association total of 60 days per year. Such leave shall be granted by the Board and said members will be considered to be on paid professional leave.

### 23.8 **Membership Solicitation**

23.8.1 The Association shall have the right to form, organize and solicit membership as the exclusive bargaining agent certified to represent all employees within the bargaining units at any duty-free time during the workday provided solicitation does not interfere with the official duties of employees and the operation of schools.

23.9 Access

23.9.1 The Association shall be afforded access to all work sites and grounds, including work location parking lots. The Association representative shall notify the building administrator when reporting to a work site.

**24 INSURANCE AND INJURY BENEFITS**

24.1 Health and Life Insurance Coverage

24.1.1 The School Board agrees to pay the premium for the employee for a comprehensive medical insurance program.

24.1.2 The employee may insure his/her dependents with the School Board's comprehensive medical insurance program provided that he/she pays the additional premium and provided they are enrolled within the first thirty days of employment or within the first thirty days of a change in dependent coverage or during the Employee Benefits Open Enrollment Period.

24.1.3 In the event of lay-off, ESP employees will be permitted to continue as members of the health group for up to one year at their own expense past the time of prepaid coverage or until covered by a new employer, whichever is sooner.

24.1.4 The Board shall make available to employees a pre-tax benefit program that will allow employees to purchase insurance and other benefits through pre-tax payroll deduction.

24.1.5 The School Board agrees to pay the premium for employee coverage for term life insurance equal to one times an employee's annual salary rounded to the next higher \$1,000 with a minimum of \$10,000. The employee shall designate a beneficiary for the payment of such coverage.

24.1.6 ESP employees on approved extended leave or upon retirement may continue insurance coverage by paying the total premium on a monthly basis to the school system in a method specified by the district. For exceptions occurring for Workers' Compensation leave, health leave, and maternity leave, see Sections 17.8.9, 17.15.2, and 17.17.2.

24.2 Personal Injury Benefits Resulting from Assaults

24.2.1 Whenever an ESP is temporarily absent from work and temporarily unable to perform his/her duties as a result of an assault incurred in the scope and course of his/her employment and not the result of his/her own negligence, he/she will be paid his/her full salary less the amount of any workers' compensation payment or award made for temporary disability due to said assault for the actual period of such temporary absence as verified by a doctor for a total period of up to 12 months from the date of such assault. Such pay shall not exceed the amount an employee is entitled to receive under his/her contract. Absences directly attributable to an assault will not be charged to sick leave for the period of temporary disability up to 12 months as stated above. Any and all appropriate leave forms shall be marked for Workers' Compensation and sent to the Risk Management Department. The Risk Management Department shall be responsible for reporting usage and payments of leave to both the appropriate Division of Human Resources department and the Payroll Department.

24.2.2 The Board shall have the right to have the ESP examined by a physician designated by the Board to assist it in determining the length of time during which the ESP is temporarily unable to perform his/her duties, and that the disability is attributable to the injury involved. In the event there is an adjudication of the period of temporary disability in the appropriate Workers' Compensation proceeding, the Board may adopt such adjudication.

24.2.3 Whenever an ESP employee's personal property is soiled, damaged, or destroyed by students or nonstudents through acts of personal physical assaults, if recovery by the Board is not possible through legal means, the school system shall reimburse the ESP when such losses occur in the performance of his/her duty. All such assaults must be reported in accordance with the assault policy.

24.3 Workers' Compensation Benefits (also see Section 17.8)  
24.3.1 Payment of salaries by the Board and wage benefits payable under Florida Workers' Compensation Statutes shall not be made so as to result in double payment for any period of service. Overpayments shall be paid to the School Board.

24.3.2 Board payments will cover the first ten days of absence with doctor's verification. After the employee goes off the payroll of the Board, the workers' compensation benefits shall be paid to the employee.

## **25 RETIREMENT BENEFITS AND RESIGNATION PROCEDURES**

### **25.1 Terminal Pay**

25.1.1 In order to encourage and reward ESP employees who exercise particular care in the maintenance of their personal health and job attendance, the Board will provide terminal pay to ESP employees upon termination of employment at retirement, or to their beneficiaries if service is terminated by death. ESP employees shall be provided terminal pay upon termination when selecting the deferred retirement option. Terminal pay shall be:

- a. After completion of ten years of creditable service and through the twelfth year of service, an employee will be paid 50% of his/her daily rate of pay times the number of days he/she has accumulated in sick leave.
- b. During and after the thirteenth year of creditable service, an employee will be paid 100% of his/her daily rate of pay times the number of days he/she has accumulated in sick leave.

25.1.2 All terminal pay shall be paid in the month following retirement, but not more than two pay cycles following the employee's last duty check. The only exception to this procedure will be December retirees. December retirees may request that terminal pay be paid in the month of December for tax purposes. To allow sufficient processing time for December payment, a written request must be given to the Payroll Department no later than December 1.

### **25.2 General Information**

25.2.1 ESP employees shall follow retirement requirements including reemployment restrictions as provided by the Florida Retirement System Rules and Regulations.

### **25.4 Resignation Procedures**

25.4.1 An ESP may leave the service of the system voluntarily by resignation. Whenever possible, the resignation shall be in writing and submitted to the principal/supervisor in a timely fashion (normally two weeks). The resignation shall be forwarded to The Division of Human Resource as soon as possible for processing.

## **26 SAVINGS CLAUSE**

### **26.1 Provisions**

26.1.1 If any provision of this agreement is or shall at any time be contrary to law or Florida Board of Education regulations, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. All other provisions of this agreement shall continue in effect.

26.1.2 Any substitute action to the provisions of the contract contemplated by the Board shall be subject to negotiations with the Association.

26.1.3 Any section of this contract may be reopened by mutual consent of the Board and the Association.

26.1.4 Should Florida Statutes be repealed relative to any subject affecting wages and hours, and terms and conditions of employment for any members of the bargaining units in which the Board anticipates changing the present practice, negotiations shall commence immediately relative to the areas affected by the change in statute.

**27 AGREEMENT/EXPIRATION DATE**

27.1 Non-Money Items

27.1.1 The portion of this agreement traditionally called non-money items shall become effective when approved by the Board and the Association and shall continue in effect to and including June 30, 2021, and from year to year or day to day thereafter until a new contract is ratified by the Board and the Association.

27.1.2 If either party desires to make changes in the agreement, the parties must inform each other, by the first working day in May, 2021, or by the first working day in May in any year the contract is extended, of the intent to set forth the desired changes.

27.2 Money Items

27.2.1 The portion of this agreement traditionally called money items shall become effective when approved by the Board and the Association and shall continue in effect to and including June 30, 2021, and from year to year or day to day thereafter until a new money contract is ratified by the Board and the Association.

27.2.2 If either party desires to make changes in the agreement, the parties must inform each other by the first working day in June 2021, or by the first working day in June in any year the money contract is extended, of the intent to set forth the desired changes.

In witness whereof, the Parties hereto have caused their duly authorized representatives to execute this Agreement on this 10 day of December 2018.

\_\_\_\_\_  
Mark West, Chief Negotiator  
School Board of Hillsborough County

\_\_\_\_\_  
Stephanie Baxter-Jenkins  
Chief Negotiator and Executive Director  
Hillsborough Classroom Teachers Assoc.

\_\_\_\_\_  
April Griffin, Chair  
School Board of Hillsborough County

\_\_\_\_\_  
Jean Clements, President  
Hillsborough Classroom Teachers Assoc.

\_\_\_\_\_  
Jeff Eakins, Superintendent  
School Board of Hillsborough County

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