



**Contract Between**

**THE SCHOOL BOARD OF VOLUSIA  
COUNTY**

**And**

**VOLUSIA UNITED EDUCATORS  
SUPPORT STAFF**

**July 1, 2024 – June 30, 2027**



**Volusia United  
Educators**

**Board Adopted – 12/9/25**

**(Effective July 1, 2024)**

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## ARTICLE 1: RECOGNITION

### SECTION 1: RECOGNITION

Pursuant to the action of the Board on December 14, 1976, pursuant to the Order of PERC 8H-RA-764-2024, dated March 15, 1977, the Board recognizes the Volusia United Educators as the sole and exclusive Bargaining Agent of the Employees within the Bargaining Unit covered by this agreement for the purpose of collective bargaining in respect to wages, hours and terms and conditions of employment.

### SECTION 2: BARGAINING UNIT INCLUSION

As per the PERC Order, the Bargaining Unit consists of all non-instructional Office Specialists, and Paraprofessionals.

### SECTION 3: POSITION INCLUSION/EXCLUSION

Any position created, or any change in title of any position, shall not result in such position being excluded from the Bargaining Unit except in the instance such position is designated by the Board or the Superintendent to be managerial confidential within the meaning of PERC. If such a designation is made, the position shall be excluded from the Bargaining Unit until such time as the designation of the Board or the Superintendent is reversed by PERC.

## ARTICLE 2: DEFINITIONS

Terms used in the Agreement shall be defined as follows:

1. ***Administrative Rules*** -- The Administrative Rules of the Florida Board of Education.
2. ***Agreement*** -- The negotiated written document which contains all of the items agreed upon as governing the employer/employees' relationship and the management/union relationship.
3. ***Annual Contract Employee (Non-Tenured)*** -- Employee who has been employed more than ninety (90) consecutive working days, but who has not obtained tenure. The reappointment of annual contract employees is within the sole discretion of the Superintendent and the Board.
4. ***Association*** -- Volusia United Educators (VUE).
5. ***At Will Employee (Probationary)*** -- An employee who has been employed ninety (90) or less consecutive working days, who may be dismissed without cause.
6. ***Bargaining Agent*** -- Volusia United Educators (VUE).
7. ***Bargaining Unit*** -- That group of Employees determined by the employer and the Bargaining Agent and approved by the Public Employees Relations Commission (PERC) to be appropriate for the purpose of collective bargaining.
8. ***Board*** -- The School Board of Volusia County, Florida.

9. **Certification** -- The designation by the Public Employees Relations Commission (PERC) of an Employee organization as the Bargaining Agent of the Employees in an appropriate Bargaining Unit.
10. **Collective Bargaining** -- The process by which the Bargaining Agent and Board make a determination regarding wages, hours and terms and conditions of employment as set forth in §447, Florida Statutes.
11. **Continuous Service** -- Non-interrupted service with the Volusia County School System from the first day of service. Absence from service by a board approved unpaid leave shall not be deemed an interruption in continuous service.
12. **Days** -- Employee working days.
13. **Emergency** -- Any unforeseen occurrence requiring prompt action.
14. **Employee** -- Any Employee represented by the Bargaining Agent.
15. **Employer** -- The Board or administration
16. **Fiscal Year** -- As defined by the Legislature of the State of Florida.
17. **Full-Time Employee** -- For insurance coverage purposes, one who works four (4) or more hours per day for the School Board.
18. **Immediate Supervisor** -- Principal, building supervisor, or designee who has the authority to nominate for employment and/or evaluate performance. When requested, the immediate supervisor shall identify the person in charge of managing and prioritizing each employee's work.
19. **Impasse** -- a point in negotiations when a stalemate has been reached, with no prospect of change of position by either party, as set forth in §447, Florida Statute.
20. **Layoff** -- A “layoff” is defined as the separation from employment of an employee by the school board for lack of work or funds without any fault or delinquency on the employee's part. The separation from employment of a probationary employee shall not be considered a layoff. A non-reappointment, including the non-reappointment of annual contract employees who have completed the Deferred Retirement Option Program, shall not be construed as a layoff, nor shall a transfer (voluntary or involuntary).
21. **Longevity** -- Years of Volusia County Schools Service. For Volusia County experience, each year of experience worked within Volusia County Schools, will be considered a full year of work, provided the service was rendered for at least one day more than half the work year.
22. **Party** -- The School Board and a certified Bargaining Agent. The term may also be used to refer to representatives of each of the above.
23. **PERC** -- The Public Employees Relations Commission of the State of Florida.
24. **Progressive Discipline** -- an employee disciplinary system that provides a graduated range of responses to conduct problems.
25. **Promotion** -- The advancement of an Employee to a higher rated job classification (pay level) within the bargaining unit.

26. **Reappointment** -- Action taken by the Board to renew an employee's employment for the next year.
27. **Respondent** -- Individual who is alleged to have caused the grievance.
28. **Schools** -- Volusia County Public Schools.
29. **Seniority** -- Length of continuous service within the employment of the board as a member of the bargaining unit. Calculation of seniority shall begin with the bargaining unit employee's first day. In the event more than one individual bargaining unit member has the same starting date of employment, position on the seniority list shall be determined by lots. Upon written request by the Union, an updated seniority list shall be prepared annually and provided to the Union.
30. **Strike** -- The concerted failure to report for duty, the concerted absence of Employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of Employees from the full and faithful performance of the duties of employment with a public employer, for the purpose of inducing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment or participation in a deliberate and concerted course of conduct which adversely affects the services of the public employer, and picketing in furtherance of a work stoppage.
31. **Superintendent** -- The Superintendent of Schools of Volusia County, or his/her designee.
32. **Tenure** -- Completion of three full consecutive years of service in the district and reappointment for a fourth year.
33. **Termination** -- For the purpose of determining terminal pay, shall be defined as death, or a voluntary or involuntary separation from employment.
34. **Vacancy** -- Any unoccupied authorized position which falls within the Bargaining Unit.
35. **Work Center** -- Place(s) an Employee is directed to report for work.

### **ARTICLE 3: SCOPE OF BARGAINING**

#### **A. Scope**

Collective bargaining between the Board and the Union shall be governed by Chapter 447 of the Florida Statutes, inclusive of mediation and impasse provisions thereof.

#### **B. School Calendar**

The Board and the Union shall work cooperatively to set the School Board calendar. The calendar shall not be changed without bargaining over the impact, except for changes necessitated by local, state or national emergencies. Where bargaining is not required, the School Board shall specifically solicit input from the Union.

#### **C. Agreement**

1. This contract shall not be altered, amended or changed except in writing and signed by both the Board and the Union, which writings shall be appended hereto and become part hereof.

2. In the event that any provision or article of this contract is ultimately held or determined invalid or void for any reason by any judicial or administrative authority of competent jurisdiction, all other articles and provisions of the contract shall remain in full force and effect. Within ten days after receipt of such decision, the parties shall meet for the purpose of renegotiating the provision or article.
3. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement.
4. An individual contract which is executed during the term of this Agreement between the Board and an employee shall be made expressly subject to the terms of this Agreement. An individual contract which is executed during an interim period between this and subsequent agreements between the Board and an employee shall contain a clause providing that after execution of this Agreement, said individual contract shall be brought into conformity with the terms of that agreement.
5. Each party shall bear the full cost of its participation in collective bargaining sessions and grievance and arbitration hearings. Time spent by employees during work hours, on behalf of themselves or the Union, shall be without loss of salary and fringe benefits providing that they or the Union shall reimburse the school system for substitute costs when necessary. Both parties agree to schedule such activities to interfere as little as possible with instruction of students. Time spent participating in collective bargaining sessions and grievance and arbitration hearings shall not count against union leave. District will not be liable for any overtime due to these types of meetings.
6. Memorandum of Understanding

The parties agree that, as a matter of procedure, bargaining may take place outside the normal schedule as prescribed in the Agreement. In these events, the parties shall reduce all agreements to writing, entitled Memorandum of Understanding, and executed by the Superintendent and Union president.

These Memoranda of Understanding shall be in full force and effect and subject to the grievance procedure until such time as they are ratified by the parties.

The parties shall include all Memoranda of Understanding in the next regularly scheduled negotiations and ratification procedure.

## **ARTICLE 4: SCOPE OF AGREEMENT UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS**

- A. The Bargaining Agent and the Board agree that this Agreement constitutes the entire agreement between the parties with respect to wages, hours, and terms and conditions of employment, for the Bargaining Unit members covered by this Agreement, and that the determination of any question with respect to wages, hours, terms and conditions of employment not expressly covered by this Agreement shall be the exclusive right and responsibility of the Board subject to State Regulations and Laws of Florida and the United States and supersedes any previous agreements or practices, written or oral.
- B. **Union Access and Exclusivity**
  1. **Bulletin Boards**

- a. The Board shall provide space for bulletin boards for the Union in all lounges, planning areas, employee cafeterias, or other such areas as mutually agreed to by the parties. The Board shall not grant any other employee organization exclusive bulletin board privileges for matters dealing with this Bargaining Unit, unless otherwise required by law.
- b. The Union will not distribute or post political, defamatory, slanderous, or libelous material anywhere on school property.

2. **Mail System**

- a. The Union shall have the right to use the school mail system, to include school mailboxes, provided that it agrees to pay any cost assessed by the United States Postal Service. The Board shall not grant any other employee organization these privileges for matters dealing with this bargaining unit unless otherwise required by law.
- b. The Union shall have use of the school electronic mail system only for the purpose of informing members of scheduled meetings, implementing the collective bargaining agreement, and for information distribution including, but not limited to: notice of information available on the Union website, ratification materials, grievance processing activities, professional development opportunities, and benefits of membership. Union shall comply with all applicable federal, state and local laws, and policies regarding the use of such systems.

The Union shall initiate its electronic communication through its building stewards so that they in turn, forward the communication to members in their building. The Union shall not send “blanket” emails to its membership. If any type of use of the electronic mail system by the Union causes a problem with the functioning of that system, the administration shall inform Union of that fact, and Union shall then refrain from engaging in the type of use of electronic mail that caused the problem.

The use of the school electronic mail system by members of the Union for Union business described above shall not be considered personal use. The electronic mail system shall not be used for the distribution of information which is political (unless authorized by the Superintendent), slanderous, defamatory, libelous, or in any way critical of the school board, the superintendent or any administrator or other employee of the school board. An email shall not be considered to be critical if it serves to communicate a professional disagreement and does not have the effect of undermining the school board, superintendent, or other administrator. Should the Union or its representative, acting on behalf of the Union, violate the terms of this article, the Superintendent shall have authority to suspend the right to use the electronic mail system for up to 90 calendar days after consultation with the Union.

- c. The school mail system, email or the mailboxes will not be used by the Union for the distribution of literature which is political, slanderous, defamatory, or libelous.

3. **Representative Access**

- a. The Union representatives shall have access to non-work areas of any school during non-work time for the purpose of enforcing this agreement. Such meetings shall be held only when employees are in non-duty status.
- b. The Union shall have access to school for the purpose of holding Union meetings to conduct business directly related to the bargaining unit. Such meetings shall be held only when employees are in a non-duty status. The school principal shall be given notice of no less than the following when requesting meeting space for said meetings: 1) one full school day in advance of the proposed meeting when the meeting is limited to bargaining unit employees assigned to the school; or 2) five school days in advance of the proposed meeting when the meeting includes bargaining unit employees from the other schools and/or sites within the district. The notice shall include the dates, time and room of the intended meeting. The school principal will notify the Union if there is a conflict and be given the opportunity to request another time and location. The school, upon request of the union representative will include in its announcements the times and locations of the union meeting.
- c. In the event the Union seeks to utilize a school building to conduct an event or meeting not limited to bargaining unit members or for business not directly related to the bargaining unit, it shall request the meeting space from the school principal and comply with the applicable community use of school facilities policy and procedures on an equal basis as any other party.
- d. The Board shall not grant any other employee organization these privileges for matters dealing with this bargaining unit, unless otherwise required by law.
- e. A union representative will be given an opportunity to speak after the completion of employee orientation. Participation will be voluntary. The Union representative's time shall occur after the completion of the workday.
- f. The Board agrees to allow the Bargaining Agent, upon request, to hold general meetings on ISE/Duty Days or Pre-Planning and Post-Planning Days, not to exceed two (2) per year and such meetings shall not exceed four hours.

**C. Union Assessments and Payroll Deduction**

**1. Union Assessments and Deductions**

The parties agree that as of July 1, 2023, the following language is currently unenforceable and inactive due to legislation passed in the 2023 Florida Legislative Session. The parties recognize that this law is being challenged in the Federal and State courts. Upon a final decision from the courts, the parties will reconvene to determine the appropriate actions.

A member of the bargaining unit, and only such a member may present written authorization, using the form provided by the Union, to the Board to deduct union dues, uniform assessments, and ACTION deduction(s) from his salary. Each authorization shall be effective until the earlier of three occurrences:

- a. Thirty (30) days after written notice of revocation of said authorization by the employee to the Board and Union.
- b. Employee's termination of employment.

- c. Transfer of employee out of the bargaining unit.
2. The Board will provide up to two payroll deduction slots to be used for Union-designated services such as insurance, annuities or other employee related benefits in accordance with School Board policy and guidelines. Payroll deduction for the purpose of political action committees is prohibited under this section.
3. **Insufficient Pay for Deductions**

In the event an employee's salary earnings within any pay period, after deductions for withholding, social security, retirement, health insurance, and other priority deductions, are not sufficient to cover dues, uniform assessments, or ACTION, it will be the responsibility of the Union to collect its dues and uniform assessments for that pay period directly from the employee.
4. **Remittance**

The deductions and a list containing the names, employee ID, and amount deducted from the employees' checks for whom the deductions are made, will be forwarded to the Union within five days after the last working day of the month. Such list shall be transmitted electronically.
5. The Board shall not be required to collect fines, penalties, or special assessments levied or attempted to be levied upon its employees by the Union, its officers, agents, or members.

**D. Union Leave**

1. The School Board will grant Union leave of one day for no more than two (2) official delegates to attend the FEA convention. The Union will reimburse for the current salary and benefits during such leave.
2. Employees shall be granted leave days to conduct Union business. Such leave must be requested in advance and will be treated as leave with pay and will require prior approval of the Union and Superintendent. The union will reimburse for the current salary and benefits during such leave. This paragraph does not apply to activities related to enforcement or negotiations of this agreement.
  - a. A maximum of twenty (20) total workdays per year may be granted for such leave.
  - b. Leave used for professional development training and presentations, not to exceed ten (10) days in any school year, shall be considered professional leave, and shall not be counted against union leave. Such leave shall not be available in the week prior to the administration of assessments mandated by the state or in the weeks in which assessments mandated by the state are administered. No reimbursement shall be necessary for this leave as long as the union provides documentation showing a direct benefit to the district for said leave to the Superintendent in advance of the leave.

**E. Contract Accessibility**

The Board and the Union will maintain a current electronic version of the contract on their respective websites in a searchable .pdf format for the convenience of employees. The Union may request up to 150 printed copies of the contract.

**F. Information from the Board**

1. All school board policies are maintained electronically on the Board website.
2. The board agrees to furnish the union upon specific request in writing, at the start of the school year, a current list of new support staff as such a list becomes available.
3. The Board shall provide VUE, on a monthly basis, a computerized listing by electronic means, of all bargaining unit personnel, except as described below, which shall include their name, address, phone number, payroll dues deduction status, date of birth, unique identifier, hire date, start date, seniority date, job role/title, school email address, and school/work assignment. Said listing shall not include the address and phone number of any individual for whom such information is protected by law. The parties recognize that such information is provided as the information is currently contained in the district's database and may not necessarily be completely accurate due to various reasons. The VUE hereby agrees to maintain the confidentiality of such information.
4. In an effort to resolve issues as they arise, the parties agree to meet monthly to share and discuss information which will be of benefit to the successful implementation of this Agreement and the goals of the Volusia County School Board.

**G. Union Stewards/Executive Board Members**

1. At the beginning of each school year, the Union shall notify the principal/department supervisor of the identity of the stewards serving in that building/department and any changes made later in the fiscal year.
2. In an effort to encourage collaboration at the worksite, the Union chief steward and the building principal/manager shall meet at the request of the Union chief steward and/or principal/manager. The purpose of these meetings is to have informal conversations, to build understanding, share concerns and to jointly come up with resolutions to issues brought forward by the steward and/or the principal/manager.
3. The school, upon request of the Union steward will include in its announcements the times and locations of the Union meetings.
4. In the event it becomes necessary to displace or reassign a steward or executive board member, the principal shall meet with the Superintendent to discuss the rationale for the transfer. The principal shall also discuss the rationale with the affected steward or executive board member.
5. The VUE steward at each school shall be provided copies of the school's non-salary general revenue budget, supplement budget, and Title 1 budget within ten (10) days of the budget in question being finalized, but no later than October 1. Additionally, the steward shall be provided with the school improvement budget upon it being approved by the school advisory committee. Such budgets shall be provided in the most detailed format in which they are maintained.
6. It shall not be a violation of this agreement for VUE stewards and executive board members to conduct union business by emailing members in accordance with the terms of this

agreement, calling the VUE office, meeting with the principal, or distributing materials in mailboxes in accordance with this article during duty free times.

7. By the end of the first quarter, the Union shall provide to the labor relations contact, an accurate list of site-based stewards, executive board members, as well as member representatives and the schools they serve. Any updates to this list will be provided to the labor relations contact as necessary.

## **ARTICLE 5: EMPLOYEE RIGHTS**

### **A. Creditors**

Except in those cases which involve borrowing from students, parents, or employees of the School Board, no employee shall have disciplinary action against them because of a debt complaint, and unless required by law. The Board shall not assist a creditor in collecting any debt except as may be required by law.

### **B. Charity**

Employee participation in charitable drives is voluntary. Solicitations will be made, but attendance shall be optional, and no pressure shall be used to require such participation. No school district employee will use his rank or position to coerce another employee into participating in a fundraising drive. Charitable presentations shall be made prior to faculty meetings that occur before the workday or after faculty meetings that occur after the workday.

### **C. Transporting Students**

1. Employees shall not transport students except in accordance with School Board rules. The Board shall adopt a school board policy outlining the employee's and the Board's responsibilities and liabilities.
2. Employees will not be required to transport pupils to and from activities which take place away from the school grounds.

### **D. Health and Safety**

1. The Board shall provide safety glasses and/or other safety equipment, including first aid kits in a known central location, for all employees assigned to work areas where the employee is exposed to chemicals, other dangerous substances or conditions, or potentially infectious body fluids. First aid kits shall be replenished as necessary. The School Board reserves the right to determine such conditions within the requirements of law.
2. Employees shall not return to schools or other employment centers which have been evacuated due to bomb threats until clearance for such return has been given by proper authorities. Employees shall not be required to search for bombs.
3. Employees shall not be required to examine students physically for the presence of any communicable diseases or parasites.
4. Each work site will have a designated contact to address safety and sanitary issues and questions. Employees shall use an electronic reporting system to report cleaning and/or sanitation concerns. These safety and sanitary issues shall be addressed within 24 hours. Employees whose workspace has been determined unsafe shall be relocated until such time

as deemed safe. The employee and VUE will be provided with a copy of any reports or related correspondence received by the building administrator and/or administrative department regarding the employee's concern. The administration shall give reasonable consideration to requests for an alternative location at the school/department until the issue is resolved.

E. **Personnel files** shall be maintained in accordance with Florida Statutes, Florida State Board of Education Administrative Rules, and Volusia County School Board Policy Number 412.

F. **Battery**

1. Pursuant to Florida Statutes and Volusia County School Board policies, the District and VUE shall take steps to safeguard employees from undue risk of violence or harm.

2. Principals, or other appropriate administrators, shall be responsible for reporting immediately to the Superintendent, through the Security Department, any person who commits battery upon any employee. The principal shall follow all procedures included in the Student Code of Conduct and all policies.

3. If a student inflicts bodily harm causing injury to any employee, the student shall be subject to reassignment to another setting, at the superintendent's discretion, except in those instances which conflict with applicable law.

4. Employee medical expenses shall be paid consistent with the Workers Compensation law.

5. Absences resulting from personal injury received in the discharge of duty, shall be compensated in accordance with Florida Statutes 1012.63(1)(2), without having such absence charged to sick leave.

## **ARTICLE 6: BOARD MANAGEMENT RIGHTS**

The Board retains each and every managerial prerogative, right, and privilege not expressly waived, modified or abridged by a specific provision of this Contract. Specifically, the parties agree that the Board has the unilateral right to exercise the following powers, the enumeration of which shall not constitute an exhaustive listing nor be indicative of the diminution of any other right, power, or privilege provided by law, including but not limited to:

A. The Board retains the right to direct its employees and to hire, retain, promote, demote, reprimand (orally or in writing), suspend, or discharge, or take any other disciplinary action which the Board shall deem reasonable and for which just cause shall exist.

B. The Board retains the right to direct the work of its Employees, to make, revoke, and modify the assignment and duties of its employees, at its discretion.

C. The Board retains the right to determine the school calendar, the curriculum, the materials which are to be used in the instructional programs established by the Board, and to take all such other action as the Board may deem necessary within its discretion to carry forth its mission; provided, other terms and conditions of the Employees covered by the Contract, then the Board shall bargain, upon demand and consistent with applicable law with the Union.

C. Nothing herein shall be construed as giving the Board the unilateral right to change, amend, delete or add to the specific terms of this Agreement unless that right is reserved in another part of this Contract.

## **ARTICLE 7: CHANGES IN PAST PRACTICES/TERMS/CONDITIONS OF EMPLOYMENT**

- A. Bargaining unit-wide past practices of the parties shall not be changed without bargaining unless the practices, terms, and conditions of employment have been altered or changed by this Agreement.
- B. Past practices at an individual school, concerning work rules, which impact on an employee's terms and conditions of employment shall not be changed without notice to and consultation with the currently identified VUE building steward(s) as soon as practicable, but prior to implementation.

## **ARTICLE 8: FAIR PRACTICES**

- A. Consistent with the Florida Statutes, Chapter 447, each employee in the bargaining unit has the right freely without fear of penalty or reprisal to form, join, and assist the Union, or act as a steward or other representative, and to refrain from any such activity, and each employee shall be protected by the Union and the Board in the exercise of these rights. Included within this clause is the right of the steward to provide representation consistent with the requirements of Chapter 447. A steward who believes he or she has been discriminated against based upon his or her Union activity shall be given the opportunity to meet with a VUE representative and the Superintendent to discuss the matter. The meeting shall be scheduled within ten (10) days of the request for the meeting.
- B. There shall be no illegal discrimination in employment, employment opportunities or job actions on the basis of race, color, religion, age, sex, national origin, handicap, sexual orientation, or marital status unless one or more of the above constitute a bona fide occupational qualification within the meaning of the law. No employee will be illegally discriminated against or given preference because of any of the above characteristics, unless otherwise required by law.
- C. Employees shall have the protection of all rights to which they are entitled by the Constitution of the United States, Federal Statutes, Florida Constitution, Florida Statutes, DOE Policies and Regulations and School Board Policies, including those set forth in section A and B of this article, and the Grievance Article. Employees shall not be subjected to personnel practices which are prohibited by or in conflict with school board policy.
- D. All claims, or potential claims, whether legal, administrative, or otherwise, of a violation, misinterpretation or misapplication of an employee's or group of employees' rights under this article or any of the law cited herein shall be subject to the grievance procedure but shall not be subject to arbitration except by mutual written consent of the parties. Should an employee or group of employees seek judicial or administrative relief with respect to the rights referred to in section C, he or they shall relinquish the right to proceed through grievance.

## **ARTICLE 9: THE SCHOOL BOARD'S RIGHTS**

It is the right of the Board to determine unilaterally the purpose of each of its schools and departments, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the Board to direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of lack of work or for other legitimate reasons.

## **ARTICLE 10: UNION RIGHTS AND RESPONSIBILITIES**

### **SECTION 1: MEMBERSHIP**

The Bargaining Agent shall make available to each unit member the opportunity to become a member of the Union.

### **SECTION 2: FINANCIAL DATA**

The Board agrees to furnish the Bargaining Agent, in response to its written request, available information concerning the financial resources and financial condition of the school district. Such information shall be provided within 15 workdays of the written request of the Board and its administrative personnel and shall not interfere with any of the operations or functions of the Board or its administrative personnel.

### **SECTION 3: COMMITTEE MEMBERSHIP**

The Board agrees to representation by VUE on the following committees and councils, Joint Labor Management, Insurance, Calendar, Joint Labor District Safety and District Advisory Council. The Superintendent shall give consideration to inviting VUE representation, appointed by the VUE president, on district wide committees dealing with issues that impact the wages, hours, terms and conditions of employment of bargaining unit personnel.

### **SECTION 4: INFORMATION AVAILABILITY**

Upon request, the Board agrees to furnish:

- A. A Board Policies and Procedures Manual, policy changes, Personnel Directory, and a copy of the proposed and final budgets for the school district, and a copy of Florida School Laws to the Union President.
- B. Twice a year a list of all eligible members of the Union giving employee name, address (as allowed by law), telephone number (when available), classification title, step, time allotment, years of experience in Volusia County Schools and experience used for salary purposes.
- C. Upon request, up to ten (10) times a year, a set of mailing labels giving name, address, and Work Center name and number.

### **SECTION 5: PERSONNEL DIRECTORY**

The Board agrees to list the names of the Union officers in the Personnel Directory, if one is printed.

### **SECTION 6: BOARD MEETINGS**

The Board agrees to release from duty an official designee of the Union to attend Board meetings when business of concern to the Union is to come before the Board.

## **ARTICLE 11: EMPLOYMENT CONDITIONS**

## **SECTION 1: NEW EMPLOYEES**

New employees shall be considered probationary for the first ninety (90) working days and shall be considered employees at will. Thereafter, they shall be considered regular employees for the duration of their appointment. However, an employee shall not be considered to have tenure until the employee has completed three full consecutive years in the district and has been re-appointed for a fourth year. All new employees covered by this Agreement shall be issued a current copy of this Agreement by the Board. Nothing in this Agreement shall be construed to grant a probationary employee a right to continued employment during the employee's probationary period or to grant an annual contract (non-tenured) employee a right to reappointment.

## **SECTION 2: TRANSFERS**

- A. When a vacancy occurs and is to be filled with an employee from within the Work Center, the Union shall be notified at least seven (7) days prior to the filling of any vacancy. The notice shall also be provided to the building representative for VUE. The notification will include:
1. The Work Center
  2. The position(s) being vacated
  3. The name of the employee filling each vacancy and that employee's former position

Employees are encouraged to provide the supervisor with up-to-date resumes and cover letters if they wish to be considered for vacant positions at the work center in the future. An employee's desire for advancement and improvement in training and skills may be appropriately discussed at the employee's evaluation conference. Cross training at the worksite, within the classification system, is encouraged.

When a vacancy occurs that is not to be filled with an employee from that Work Center, the Board agrees to post in all Work Centers a vacancy announcement. The announcement will specify required qualifications and specific competencies needed for the position, the salary range, the procedure for interviews, whether a temporary or permanent position, and deadline dates for application. Candidates shall have at least three (3) days in which to apply, in writing, after the date of issuance of the announcement.

### **B. Filling Vacancies**

1. An employee seeking a transfer to a vacant position shall apply for the position to the Human Resources Department. A list of such applicants shall be forwarded to the Worksite Administrator for consideration. The Board shall endeavor to fill vacancies with qualified applicants currently employed by the Board. Before new personnel are hired for vacant positions, employees with the greatest seniority who have requested transfer to such positions shall be given foremost consideration provided such employees have equal or better ability to satisfactorily perform the work in question as determined by the Worksite Administrator. Upon transfer within the same classification, the employee shall remain at the same step in the salary schedule. In any promotion, the employee shall be assured of no loss of steps.
2. Mandatory transfers may be made by the employer in cases of: (a) reduction of staff; (b) reassignment of employees within the county to staff new enlarged facilities; (c) elimination or reduction of an existing program; (d) relocation of an existing program; (e) when necessary to comply with state and federal mandates; and (f) when deemed necessary by the Superintendent in the best interest of the school district. In no instance shall there be a reduction in the employee's hourly rate unless said mandatory transfer is a demotion for disciplinary or performance reasons, or a transfer due to a reduction in staff. If transfer

is due to reduction of staff the employee's hourly rate of pay shall remain intact for the remainder of the fiscal year.

3. The following procedures shall be used in promoting employees to fill posted vacant positions:
  - a. Consideration of applications for promotional vacancies within the bargaining unit shall be based in part upon:
    1. Seniority,
    2. Qualifications to perform job responsibilities as determined by the immediate supervisor,
    3. Exhibited desire to assume added responsibilities,
    4. Evaluation reports within the past two (2) years,
    5. Applicable School Board Policies.
  - b. Any employee who received a promotion must be willing to transfer to another work location if necessary.
  - c. If requested in writing an explanation as to why the employee was not promoted shall be given.
  - d. If an employee is promoted to a temporary position within the same school/department the employee at the termination of the temporary position shall return to their former position with no loss in step or hourly rate as if the employee had remained in their former position. Any such temporary promotion shall be at the discretion of the immediate supervisor.

**C. Other Provisions**

Nine-month and ten-month employees covered by this agreement who are hired for summer school Clerk and Paraprofessional positions shall be paid their normal step.

**SECTION 3: EMPLOYEE EVALUATION**

There shall be an employee evaluation advisory committee. This committee shall consist of four members (2 office specialists and 2 paraprofessionals) appointed by the Union President and 4 members appointed by the Superintendent. The committee shall meet at least annually to review the employee evaluation program and recommend changes as needed.

Employees with less than 1 year of experience in the Volusia County School District shall be evaluated twice annually, first by December 15 and second by April 30, in the absence of extenuating circumstances. After 1 year and until tenure is established, the December 15<sup>th</sup> evaluation is optional and at the administrator's discretion. Employees with more than 1 year of experience in the Volusia County School District shall be evaluated at least once annually. Such evaluation shall be timed at the discretion of the evaluator but shall take place no later than April 30, in the absence of extenuating circumstances. Each employee shall be provided a conference to review the evaluation. The employee shall acknowledge electronic receipt of the evaluation prepared by their Immediate Supervisor. No such report shall be placed in the employee's official personnel file without the employee receiving an electronic copy and an opportunity for a conference.

The first evaluation for an employee transferred or promoted to a new position may be extended by thirty (30) days.

A summative performance rating of “needs improvement” shall require a conference between the Immediate Supervisor and the employee for the purpose of establishing a timeline for improvement. Immediate supervisors shall discuss performance problems with employees as soon as they are known.

No employee (in the Bargaining Unit) shall be permitted or required to formally evaluate another employee.

The Performance Review Handbook shall be provided to the employee each year electronically or via hard copy, if requested.

The final evaluator rubric score completed for the year-end evaluation must include ratings for all components based on any evidence collected or presented prior to the year-end evaluation conference. The final evaluation score will be an average of the 21 components, for FY26. For FY 25, any evaluation resulting in an Overall Unsatisfactory shall be re-scored using the averaging of the 21 components.

#### **SECTION 4: NOTICE FOR END OF YEAR REASSIGNMENT OR NON-REAPPOINTMENT**

- A. Any employee who, due to changes in allocation in the next work year, is to be reassigned from one worksite to another shall be given written notice of the reassignment at least thirty (30) calendar days prior to the first day the employee is required to report to the new worksite except in cases of emergency. Such notice shall be sent by certified mail to the employee’s last address on file with the school district or by hand delivery with signed receipt during summer months if the employee is not scheduled to work in the school district during that time. However, a reassignment to another worksite may be made with less notice, where determined necessary by the Superintendent to be in the best interest of the school district. Where an employee is to be reassigned to another worksite in the next work year due to a change in staffing allocations, the school district shall consider the employee’s home address when determining the worksite to which the employee will be assigned. Said employee displaced to another position with fewer number of workdays per year shall, upon application, be interviewed for a position within the same classification with the same number of workdays per year as his or her prior position if that position is advertised within thirty (30) calendar days of being notified of displacement.
- B. Any employee who will not be recommended for reappointment shall be given written notice no later than May 1<sup>st</sup>. In cases of unforeseen circumstances, notification must be provided no less than thirty (30) calendar days prior to the encl of the employee's contract year.

#### **SECTION 5: LAYOFF AND RECALL/REDUCTION IN HOURS**

- A. The Board agrees to provide the Union with a list of names of the employees being laid off or displaced due to a reduction in force and such notice shall be sent within thirty (30) days of the occurrence. Employees to be laid off shall be notified as soon as possible after the decision is made. In no event shall the Board give less than fourteen (14) calendar days notice prior to the date of the layoff to affected employees. The Union shall be notified of the layoff prior to employees receiving such notice.

#### **B. Procedures**

##### **1. Layoff**

The employer shall determine when a layoff is necessary and shall determine the positions to be eliminated or reduced. The District will notify the Union President and provide a list

of impacted employees, the current position held, and years of Volusia County School Board Service. In the event of a layoff, the following procedures shall be followed:

- a) The employer shall determine how many employees must be removed from the district by job classification and/or worksite.
- b) The employer shall lay off employees within that job classification and/or at each affected worksite taking seniority, skills and qualifications into account. Annual contract employees will be subject to a layoff prior to tenured employees, except when an annual contract employee has documented skills and qualifications that benefit the overall operation of the school or department, which other employees within the affected classification at the school or worksite do not possess.
- c) The superintendent/designee may then make the mandatory transfers that are necessary, if any, to ensure that the layoff occurs at the worksite in which the administration sought to reduce the number of employees.

## 2. **Reduction of Hours**

The employer shall determine when a reduction of hours is necessary and shall determine the number of hours to be reduced. The District will notify the Union President and will provide a list of impacted employees, the current position held and years of Volusia County School Board service. In the event of a reduction of hours within a given job classification the following procedures shall be followed:

- a) The employer shall determine how many hours must be reduced from the job classification at each affected worksite. The employer shall request volunteers prior to taking any action.
- b) The employer shall reduce hours within that job classification at each affected worksite taking seniority and training into account. If an employee has their hours reduced, they shall be notified of the reduction by the immediate supervisor. If the employee requests, the immediate supervisor will meet with the employee to discuss the reduction.
- c) If, within two (2) years after the loss of allocated hours, the allocation of hours for the classification at the worksite is increased, but not directed by the district to a specific function or class, the supervisor shall, in allocating the additional hours, give reasonable consideration to increasing the hours of the employees who have previously experienced a decrease in hours due to a loss of allocated hours at the school.

## 3. **Exception**

Any transfer of personnel deemed necessary by the Board as a result of any layoff or reduction of hours shall be exempt from the vacancy announcement requirement.

## 4. **Recall**

Employees who have lost employment due to a layoff shall retain recall rights for one (1) year and shall have preference to work over other applicants.

- a) Recall shall be made by certified mail to the last address in the employee's records. The Union shall be provided a copy of the recall letters. Within ten (10) workdays of the certified receipt date, laid off employees must signify their intention of returning to work (to the Human Resources Department). Failure to respond to the notice shall constitute a resignation by the employee.
- b) When employees are recalled from layoff, the employee with the greatest seniority in that classification shall be recalled first. If the laid-off employee, when offered recall, is temporarily unable to return to work due to medical reasons, they may request an extension of recall rights, not to exceed two (2) months.

## **SECTION 6: EMPLOYEE PROTECTION**

The Board shall furnish legal counsel to members in defense of civil legal actions arising out of the discharge of their duties within the scope of their employment in the school system, unless the Board finds that the member acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

## **SECTION 7: EMPLOYEE DISCIPLINE**

### **A. Just Cause**

1. Prior to an employee receiving disciplinary action, the employee shall have a reasonable opportunity to correct and improve problems related to their overall job performance or conduct. Severe acts of misconduct may warrant circumventing the established procedure.
2. Disciplinary action shall be governed by applicable statutes and regulations.
3. Disciplinary action shall include written reprimands, suspensions without pay, performance related reductions in rank, terminations of regular employees, or the non-reappointment of employees who have tenure.
4. Before the Superintendent makes a recommendation to the Board for suspension without pay, performance related reductions in rank, or termination, the affected employee shall be given seven (7) days written notice.
5. Any conference or hearing with an employee regarding dismissal, non-renewal, suspension, demotion, or other discipline shall be conducted in a manner so as not to abrogate the employee's right according to law and the provisions of this Agreement.

### **B. Representation**

Employees shall be granted the right to representation as required by Section 447.301, Florida Statutes, and the court decisions interpreting that section. An employee requesting this right shall be entitled to; (1) Union representation provided the employee is a Union member; (2) Other representation as provided by law if not a Union member. Where the employee requests Union representation, such requests shall not delay the investigative process more than twenty-four (24) hours unless mutually agreed.

If material relating to work performance, discipline, suspension or dismissal is placed in an employee's personnel file, and the employee chooses to respond in writing to such material, the

employee's response shall be attached to such material. Documents included in an employee's personnel file can only be removed in compliance with Florida Statutes.

Employees shall be notified of all meetings that could lead to disciplinary action 24 hours in advance, except in cases of emergency. Such notice shall include the purpose of the meeting.

It is the expectation that all professional interactions shall not be demeaning or disparaging in the presence of students, parents, or other employees.

Anonymous Sources: No employee shall have disciplinary action taken against them on the strength of unsubstantiated accusations based on anonymous sources. No anonymous letter or anonymous materials shall be placed in the personnel file.

### **C. Progressive Discipline**

The parties recognize the value of due process and progressive discipline. The following progressive steps will be followed in administering discipline; understanding, however, more severe acts of misconduct, as determined by the Principles of Professional Conduct for the Education Profession in Florida, may warrant circumventing the established procedure. The three step Progressive Discipline would be as follows:

1. Written reprimand
2. Final written reprimand and/or suspension
3. 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 given to the principal or appropriate administrator.

### **SECTION 8: SUSPENSION**

If an employee is suspended from duty and is subsequently exonerated by the Board of charges that resulted in this suspension, the employee shall be fully compensated by the Board for such period of absence according to their status at the time of suspension and be returned to full duty with no loss of pay. The employee shall further be returned to their former job classification.

### **SECTION 9: TEMPORARY EMPLOYEES - 120 DAYS OR MORE**

Those employees hired as temporary employees for the duration of a specific project or projects, or in place of an employee on leave, shall be entitled to the rights and benefits provided for in this agreement and termination due to expiration of the employment shall not be subject to appeal.

### **SECTION 10: PAID-ON-BILL EMPLOYEES**

Paid-on-Bill employees shall not be entitled to the rights and benefits provided for in this Agreement.

### **SECTION 11: EMPLOYEE ASSISTANCE PROGRAM**

- A. Whenever an employee is referred to or enrolled in an Employee Assistance Program, the School Board shall, to the extent allowed by law, maintain the confidentiality of the employee's participation.
- B. The School Board will not use participation in an Employee Assistance Program as a disciplinary measure. However, nothing herein shall prevent an employee's mandatory referral to an Employee Assistance Program, or the disciplining of any person who refuses to attend when referred.

## **SECTION 12: NOTICE**

The Board will provide the Union with a copy of any "request for proposal" or "invitation to bid" issued by the District which the District anticipates will result in the elimination of a substantial number of current bargaining unit positions. In the event the superintendent recommends the privatization of more than five percent (5%) of current bargaining unit positions, the superintendent or designee shall notify the Union president prior to publication of any school board agenda item that includes that recommendation.

## **ARTICLE 12: DAYS AND HOURS**

### **SECTION 1: LUNCH/BREAK PERIOD**

Employees will receive a ten-minute break with each four hours worked. These breaks will be considered hours worked, and therefore will be paid time for the employees. In the event the board declares a four-day work week for all or part of the workforce, the workday for full time employees (40 hours) shall consist of ten hours, including a fifteen-minute break with each five hours worked and a 30 minute unpaid lunch break.

Employees who work six hours or more, but less than eight hours will be provided a 45-minute lunch break. Employees who work eight hours will be provided a 60-minute lunch break. Lunch breaks will be uninterrupted. Lunch breaks shall not be considered hours worked, and therefore will not be paid time. With the agreement of the worksite administrator, these lunch breaks may be reduced or waived.

The work site administrator shall determine the scheduling of lunch breaks and rest breaks.

Immediate supervisors shall establish the service needs of their buildings/departments. The immediate supervisor shall, keeping the service needs of the building/department as the primary consideration, give consideration to suggestions from employees regarding flexible scheduling of the lunch break. Suggestions may include the time the lunch is taken as well as the length of the lunch break. The immediate supervisor shall, if requested, meet with the staff to discuss the suggestions. The employer recognizes the uniformity between departments, schools, etc., is not required, that each department/school may have unique needs in regard to coverage, which may result in different solutions.

### **SECTION 2: DAYS**

All employees shall be employed for the number of days as set forth in the adopted school calendar for the specific work year.

### **SECTION 3: HOLIDAYS**

- A. All employees who are employed for ten (10), ten and one-half (10 1/2) or eleven (11) months shall have the paid holidays now afforded ten-month instructional personnel.

- B. Twelve-month (12) employees shall have twelve (12) holidays in accordance with the Board adopted Salary and Payroll Information document.
- C. If an employee is on unpaid leave the day before and the day after the paid holiday, the employee will not be paid for the holiday.

## **ARTICLE 13: WORKING CONDITIONS**

### **SECTION 1: WORK SCHEDULING**

- A. In accordance with the Fair Labor Standards Act, the work week shall consist of no more than five (5) days of work within seven (7) consecutive days Sunday-Saturday, at the regular rate of pay.
- B. Where weekend work is necessary, the Administrator concerned shall make every effort to rotate schedules to distribute weekend assignments equally. Employee wishes shall be considered. Any work required on a Saturday or Sunday, shall be noticed at least 14 calendar days in advance, except in cases of emergencies.
- C. The school board will endeavor to allocate extended work opportunities for paraprofessionals which align with extended learning opportunities offered in our schools, in order for such employees to be on duty to assist the teachers and students. Within 10 days of the start of the individual's contractual year, IEP Accommodations training shall be provided to paraprofessionals. Additional training shall be provided when a student has a change in his/her IEP accommodations, or when a new student staffed into the classroom. At the secondary level, the training shall be provided by the ESE Assistant Principal. At the elementary level, administration shall ensure that the training is provided.
- D. Employees shall not be required to report to work prior to the established starting time nor be compelled to work beyond their scheduled workday unless they are compensated for such additional time in accordance with this agreement.
- E. Except in the case of emergency as defined in this agreement, employees shall be given a reasonable notice of at least ten (10) working days when his or her work site or work schedule are to be changed.

### **SECTION 2: OVERTIME**

When employees are directed to work overtime in addition to their regular hours, totaling more than forty (40) hours per work week, they shall be paid for the additional time at the rate of time and one-half (1 1/2) of the normal rate of pay for all hours beyond the regular work week. When the employee above works on Board designated holidays which they are scheduled to have off with pay, they shall be paid at double time, in addition to the holiday pay. In lieu of overtime pay an employee may choose but may not be required to take compensatory time on a time and one-half (1 1/2) basis (or double time if a holiday situation). Taking into consideration the organizational subdivisions of the School District, assignments and shifts, the willingness to accept compensatory time if requested, the Administrators concerned shall assign overtime among employees as equitably as practicable. Where practicable, employee wishes will be considered.

### **SECTION 3: CALL BACKS**

An employee on call back shall be paid for a minimum of two (2) hours, or actual time worked, whichever is greater. (Compensatory time may be used in lieu of pay, if the employee so prefers.) Time shall be computed from the time the employee leaves home until the employee is released from the call back. Compensation will be computed at the overtime rate of one and one-half (1 1/2) times the employee's normal rate of pay for hours worked in excess of forty (40) hours per week, unless the call back falls on a holiday, at which time the employee would be compensated at two times the employee's normal rate of pay for hours worked, in addition to the holiday pay.

An extension of the length of the regular day without a break in hours, does not constitute a call back.

#### **SECTION 4: RESPONSIBILITIES**

- A. Immediate supervisors shall not delegate to any employee the total responsibility for the control and direction of the students in any office, classroom, cafeteria, clinic, or playground except in case of emergency, or where the employee has received the school district's substitute teacher training, or another training class specifically designed by the administration to assist employees in dealing with student behavior.

A Paraprofessional shall not be asked to substitute for a classroom teacher unless the employee has received the school district's substitute teacher training. Except at the time of employment or when transferring to a paraprofessional classification where a level of student supervision is required, an employee cannot be required to take the substitute teacher training. If a substitute teacher cannot be obtained, and the complete process for the utilizing teacher volunteers has been exhausted (unless the paraprofessional has volunteered to substitute for the teacher they are regularly assigned) a paraprofessional may be asked to substitute for the teacher, when doing so does not violate state or federal law. However, the administration shall have sole authority to determine the requirements of Individual Education Plans, Education Plans, or other student plans required by law. In situations where there are an insufficient number of substitutes available at the school, if no employee volunteers, a rotational schedule shall be developed in collaboration with the paraprofessionals at the worksite, with the exception of one-to-one support paraprofessionals. However, if there are a sufficient number of substitutes available at the school, the employee has the right to decline the substitute assignment. Employees substituting for classroom teachers shall receive additional compensation as set out in Article 16 - Compensation, provided (1) that the principal or other site-based administrator designated by the principal has given prior approval, and (2) each substitution last for at least one continuous half hour. Employees shall not be required to accept compensatory time in lieu of substitute pay.

- B. Employees shall not be required to administer any medication including but not limited to diabetic blood level checks, nebulizer treatments, etc. to students unless appropriately trained for the procedure. Employees will not be required to administer suppositories. General medication administration shall only require generalized training. Any requirement beyond the dispensing of medication shall require specific training in the procedure involved, and where medically prudent, child specific training. Such training and appropriate updates shall be provided annually by the Board and shall be during work time. The Board shall continue to endeavor to obtain qualified health personnel to meet student health needs.
- C. Employees shall not be required to check for head lice.
- D. Employees shall not be required to transport students or conduct other district business in their own vehicle.
- E. Immediate supervisors shall not require an employee to call substitutes for the school before/after working hours, unless compensation has been agreed upon.

- F. Support staff shall be provided all necessary equipment/technology to complete all tasks associated with work responsibilities.
- G. Office specialists and paraprofessional duties are subject to applicable job descriptions for those positions. At the beginning of each school year, all paraprofessionals and office specialists shall be given a link to, or a physical copy of, the job descriptions for her/his assignment and be given an opportunity to ask any questions. Should the Union be informed of an allegation that an office specialist or paraprofessional is directed to perform a duty beyond the scope of his or her job description, the Union shall relay that concern in writing to the site manager/school principal, or designee that includes details on the concern. The site manager/school principal will review the allegation and inform the Union within ten (10) days of its determination and if any corrective action was necessary. If the Union disagrees with said determination, the Union may proceed directly to filing a step 2 grievance in accordance with article 19 of this agreement.

For the FY 2025-26, there shall be a joint labor/management committee made up of 8 members appointed by the VUE President and 8 members appointed by the Superintendent or designee to complete a review of support personnel duties and responsibilities. The Committee shall meet at least monthly during the 2025-26 year to complete the process. The committee shall bring a recommendation to the Superintendent or designee on the alignment of job duties and responsibilities and the expectations at schools and worksites. The superintendent or designee will take into consideration the recommendation of the committee. If the Superintendent or designee does not approve of the recommendation made by the committee, upon receipt of the feedback from the Superintendent or designee, the committee shall be reconvened to address the Superintendent's or designee's feedback for one additional session. Thereafter, the Superintendent's or designee's decision shall be final. A revised salary schedule shall be incorporated into the Agreement to include any new positions resulting from the Committee's recommendation. No employee shall suffer a loss of pay, benefits, or seniority as a result of adjustments made under this Article.

- H. Student special needs; toileting assistance. Adequate supplies for toileting assistance by a paraprofessional to students in need of assistance will be available consistent with applicable state and federal health and safety regulations. Employees will take steps to ensure the privacy of the student.
- I. A paraprofessional assigned to VE modified classrooms at the secondary level shall be a paraprofessional 4.
- J. At the request of either the district or union, a meeting shall be scheduled on a monthly basis to discuss any pending issues or concerns by either party. The union may designate up to 4 bargaining unit representatives to attend the meeting. The first monthly meeting shall commence within 30 workdays of ratification of this language and continue each month thereafter, unless waived by both parties.

## **ARTICLE 14: LEAVES AND TEMPORARY DUTY**

### **SECTION 1: GENERAL PROVISIONS**

- A. Specific leaves may be refused if the employee's absence would cause undue hardship or interruption in a vital school or department service.
- B. Requests for all Leaves and Temporary Duty should be made in accordance with current School Board policy, Personnel procedures, and this agreement. Refusal of granting of leave other than sick leave is at the discretion of the administrator.

- C. Any employee who is willfully absent from duty without leave shall forfeit compensation for the time of such absence and be subject to disciplinary action in accordance with the Separation Policy.
- D. A leave, once granted, should remain in force for its duration unless both the employee and the Superintendent wish to terminate such leave.
- E. Any earned leave taken under this article for a given pay period must be taken in increments of 15 minutes after the initial thirty (30) minutes minimum.
- F. The terms of leave granted pursuant to the Family and Medical Leave Act shall be provided in Board policy.

## **SECTION 2: SICK LEAVE**

- A. An employee who is unable to perform their duty because of personal illness, adoption of a child, pregnancy, illness or death of father, mother, brother, sister, husband, wife, child, other close relatives or members of employee's household, shall be granted sick leave. In addition, the father, or domestic partner, may use sick leave for the birth of their child. For absences of three (3) consecutive workdays or more, or absences as to which sick leave abuse is suspected, the district may require a statement by a physician verifying the illness, and/or certifying the employee's ability to return to work.
- B. Each full-time employee shall earn one (1) day of paid sick leave for each month of employment which shall be credited to the employee at the end of that month, and which shall not be used prior to the time that it is earned and credited. However, the employee shall be entitled to earn no more than one (1) day of paid sick leave times the number of months of employment. Employees shall earn paid sick leave for employment in the summer school program as provided in Florida Statutes.

Paid sick leave shall be cumulative from year to year. In no case shall an employee be allowed to use unpaid sick leave until all earned sick leave is depleted.

- C. Any employee whose personal illness extends beyond the period covered by accumulated sick leave pay should request a leave of absence. Unpaid sick leave shall be permitted for a maximum of thirty (30) cumulative workdays per fiscal year. Any unpaid leave provided under FMLA shall count toward this thirty (30) day limit. Leave beyond this period should be a Board approved Leave of Absence. If the employee is unable to or unwilling to complete the request for such Leave of Absence, the Employee Services Department may initiate the leave for up to the remainder of the employee's contract year.
- D. Sick leave earned in another governmental agency covered by the Florida Retirement System by a non- instructional employee may be transferred to Volusia County at the request of the individual. Such leave is credited to the individual's leave account at the same rate sick leave is earned for each year of Volusia service.
- E. Upon written request, which must be submitted within five (5) days after the end of the employee's work year, an employee shall receive an annual payment for accumulated sick leave that is earned for that year and that is unused at the end of the employee's work year according to the following schedule.
  - 1. During the first three (3) years of service in Volusia County, the hourly rate of pay multiplied by sixty-five percent (65%), times the number of eligible hours of sick leave.

2. During the fourth through sixth (4-6) years of service in Volusia County, the hourly rate of pay multiplied by seventy percent (70%), times the number of eligible hours of sick leave.
3. During the seventh through ninth (7-9) years of service in Volusia County, the hourly rate of pay multiplied by seventy-five (75%), times the number of eligible hours of sick leave.
4. During the tenth and beyond years of service in Volusia County, the hourly rate of pay multiplied by eighty percent (80%), times the number of eligible hours of sick leave.

Hours for which such payment is received shall be deducted from the accumulated leave balance.

### **SECTION 3: PAID PERSONAL LEAVE**

Six (6) days sick leave each year may be used as paid personal leave. These days may be taken as "no reason given."

Paid Personal Leave days must be requested at least three (3) workdays prior to the beginning date of the leave. Leave may be denied on a last requested first denied basis when 10% of the bargaining unit staff has already requested personal or annual leave. Where emergency conditions exist, the leave may be requested after the fact, however, the immediate supervisor or designee MUST be notified of such emergency leave by noon of the first day of the leave. Employees shall be notified by September 15<sup>th</sup> of any time periods during which the administration deems it problematic to grant requests for personal leave, e.g., the time period during which the FSA is administered.

Paid Personal Leave days may not be taken for employment elsewhere. Paid Personal Leave days are not cumulative, as such, but only as sick leave days.

### **SECTION 4: ANNUAL LEAVE - 12 MONTH EMPLOYEES**

#### **A. Accrual - Employees who work 250 days or more**

1. Employees who have not completed five (5) years continuous service from the service date of hire in a benefited position shall earn eight (8) hours per month or ninety-six (96) hours per year of annual leave.
2. Employees who have completed five (5) years continuous service from the service date of hire in a benefited position but have not yet completed ten (10) years of continuous service shall earn ten (10) hours per month or one-hundred twenty (120) hours per year of annual leave.
3. Employees who have completed ten (10) or more years continuous service from the service date of hire in a benefited position shall earn twelve (12) hours per month or one-hundred forty-four (144) hours per year of annual leave.
4. A month, for inclusion of credit towards accrual, is defined as the employee being eligible for pay for one (1) day more than one-half (1/2) of a calendar month. Employees working less than eight (8) hours per day shall accrue leave on a prorated basis.

#### **B. Provisions**

1. 250 day or more employees shall accrue annual leave at the rates set forth in paragraph A above. Such employees shall be permitted to accumulate annual leave up to a maximum of 480 hours for the purpose of terminal pay. For the purpose of determining the annual

leave available for use, annual leave may be accumulated to a total of 624 hours. Employees working less than (8) hours per day shall be permitted to accumulate annual leave on a prorated basis.

No hours in excess of this amount may be carried forward from September 30 of each year.

2. The various divisions may establish annual leave procedures pertinent to that division. Changes shall not conflict with this Collective Bargaining Agreement.
3. By July 1 of each fiscal year, the district shall notify all employees and the union of all weeks in which the district will operate on a four (4) day work week. The employee shall have the option of choosing one of the following options, with supervisor's approval, during each of the four (4) day work weeks; a) work 4 10-hour days; b) work 4 8-hour days and use available compensatory time for the remaining time; c) work 4 8-hour days and use available paid leave not to include sick leave (unless in accordance with section 2 subsection A of this article).
4. 260-day employees shall have the ability to work during the five (5) mandatory close dates, during the holiday break, in lieu of using annual leave.

#### **SECTION 5: MILITARY LEAVE - SHORT TERM**

All regular full-time employees who are members of the United States Armed Services Reserves or members of the National Guard Reserves of the United States shall receive compensation up to a maximum seventeen (17) days absence from their regular work during any fiscal year if they are ordered by the Armed Services Reserves or National Guard to report for temporary active duty provided that an employee not receiving annual paid vacations should plan to render their military service during the time school is not in session. If this is impossible, requests for leave for temporary military service with military orders attached must be submitted to the Personnel Services Division sufficiently early to be approved prior to the commencement of the leave.

#### **SECTION 6: MILITARY LEAVE - LONG TERM**

An employee may be granted a military leave of absence without pay provided that:

- A. they enlist in the Armed Service during the period our forces are engaged in combat; or
- B. they are recalled to active service from a reserve status.

The School Board shall have the right to extend additional benefits to employees called active duty. The decision of whether or not to extend such benefits is within the sole discretion of the School Board. The School Board shall notify the Union of any decision to extend such benefits.

#### **SECTION 7: TEMPORARY DUTY**

- A. Temporary duty is generally for the benefit of the school district and is initiated by the school or district office.
- B. Employees may be assigned to be temporarily away from their regular duties and places of employment for the purpose of performing other services. Employees shall receive regular pay and shall be allowed expenses as provided by state law and district regulation.

Approval of "assignment for temporary duty" must be secured in the same manner that leaves are approved.

- C. Temporary duty with pay shall be granted to any employee who is summoned to serve on a jury, subpoenaed to appear at a legal proceeding as a witness, if he/she is required by law to attend, or to make appearance in any court proceeding resulting from activities relating to the employee's employment with the school district. An employee who is excused from such service prior to the end of the working day shall be expected to return, when practical, to duty for the balance of the working day. In no case shall temporary duty with pay be granted for court attendance when an employee is engaged in personal litigation; however, employees who have accrued annual leave may be granted annual leave or may use paid personal leave for this purpose.

## **SECTION 8: PROFESSIONAL LEAVE**

### **A. Professional Leave**

Paid Professional Leave will be permitted to attend local state and national professional meetings, including state and national conventions and conferences. The request shall be submitted to the supervisor of that employee and evaluated based on operational needs of the site. Should it be determined that the leave would cause a disruption to the operational need of the site, the supervisor will explain the operational disruption. Any request shall utilize the standard Leave Request form or other method identified by the district.

## **SECTION 9: LEAVE OF ABSENCE**

### **A. Long-Term Leave of Absence Without Pay**

- 1. A long-term leave of absence without pay is a leave subject to School Board approval for a specified period of time of not less than six calendar weeks and not more than one school year. An employee may apply for an extension of the initial leave for the subsequent school year. Such leave may not be granted for employment elsewhere. However, the Superintendent has the discretion to waive this restriction when it is believed to be in the best interest of the school system. Serving as a substitute teacher for the school district while on leave is not prohibited.

- 2. Long-term leave shall be authorized for the following reasons:

An employee employed on a full-time basis who is unable to work because of personal illness, illness or death of father, mother, brother, sister, husband, wife, child or other close relative or member of the employee's household, shall be granted sick leave. The district may require a statement by a physician verifying the illness and/or certifying the employee's ability to return to work.

- 3. Maternity/Paternity Leave

A maternity leave without pay shall, upon written request, be granted any time between the commencement and conclusion of her pregnancy. The commencement of such leave shall be at the discretion of the employee and her physician. Except in case of emergency, the employee shall give written notice to the Superintendent at least thirty (30) calendar days prior to the date on which her leave is to begin. The request for leave shall include a physician's statement certifying the pregnancy, the anticipated date of birth, and the length of time the employee should be able to work. All or any portion of a leave taken by an employee because of a medical disability connected with pregnancy may, at the employee's option, be charged to her available sick leave.

- a. The employee shall, in written request for leave, notify the Superintendent that she will return to work either:
  - (1) as soon after the birth of her child as her physician certifies in writing that she is able to return, at which time the employee shall be returned to her former position; or
  - (2) on the first day of the next school year following the conclusion of pregnancy, at which time the employee shall be returned to her former position or a substantially similar position for which she is qualified, at the discretion of the Superintendent.
- b. A childcare leave without pay, not to exceed one (1) year, shall be granted to an employee upon written request to the Superintendent. Such a leave shall be requested at least thirty (30) calendar days prior to the conclusion of a maternity leave, or in the case of adoption, not later than three (3) months after the date of the adoption. An employee's request shall be submitted not less than thirty (30) calendar days prior to the conclusion of any year already granted.
- c. Upon return from the childcare leave, the employee shall be assigned to his former position, if available, or to a substantially similar position for which the employee is qualified and if such a similar position is available. If no such position is available, the employee shall be placed in the first open substantially similar position for which he is qualified.

B. Long-term leave may be authorized for the following:

1. Professional advancement. Professional advancement includes attendance at a college or university for advanced training.
  - a. A professional leave for advanced training will be a program of studies toward an advanced degree or in courses approved for work toward a certification.
  - b. A guarantee for employment upon return from professional leave for advanced training will require an official transcript or grade report verifying at least six semester hours of course work satisfactorily completed each semester, Fall and Winter/Spring terms, during each year of leave.
2. Leave of absence for political activity, without salary, shall be granted when requested in writing for employees who want to campaign for or who want to serve in a public office.
3. Long-term leave may be granted for personal reasons.

C. Conditions of Return from Leave

1. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and annual leave, will be restored to him/her upon return, and he will be assigned to the same position held at the time said leave commenced, or to a position within the employee's area of certification. However, there is no guarantee of reappointment for the following school term for an annual contract, a non-tenured, employee who returns from unpaid leave of absence.
2. At least six weeks prior to termination of the leave the employee must complete a Notice of Personnel Action (NPA) provided by the principal or department administrator.
3. An employee may return from leave earlier than expected, however she/he must give the district at least 6 weeks' notice of the impending return. An employee returning from leave

early, may do so only if the position she/he is on leave from has not been filled with a new hire.

- D. A leave maintains an employee-employer relationship during the length of said leave. Granting of a leave to a non-tenured employee during a particular fiscal year does not guarantee reemployment for the ensuing year. However, an employee with tenure may only be terminated pursuant to the terms of this collective bargaining agreement.
- E. Any employee granted a leave of absence as provided in this Article shall be given an opportunity, unless prohibited by the Board's contract with the insurance carrier, to continue insurance coverages in existing district insurance programs during the leave. Full premiums shall be paid by the employee on a monthly basis in advance of the month due directly to the insurance company.
- F. Leave granted upon the request of an employee shall be for particular purposes or causes which shall be set forth in the written application for leave. The Board shall have the right to determine that the leave is used for the purposes or causes set forth in the application and, if not so used, the Board shall have the authority to cancel the leave and/or take disciplinary action.

## **SECTION 10: WORKERS' COMPENSATION**

- A. In compliance with Florida Statute Section 1012.63 any employee who sustains an injury on the job shall be entitled to fully compensated illness-in-the-line-of-duty leave not to exceed ten (10) school days during any one school year and Florida Statute Section 1012.63 shall supersede Florida Statute Section 440.11 during that ten (10) day period. The employee must have a note from the authorized treating physician to cover the period of time missed. If an employee must attend follow up doctor's appointments, the employee may use illness-in-the-line-of-duty leave for such time, not to exceed the 10 days noted above. After the 10 days of illness-in-the-line-of-duty leave have been exhausted, Florida Statute Section 440.11 shall apply, and Workers' Compensation shall be the sole source of recovery for an employee who sustains an injury on the job.
- B. If an employee is drawing workers' compensation benefits and has available leave, they may supplement workers' compensation benefits with leave to where the combination of workers' compensation benefits plus leave equals their regular salary. This must be done by a written request from the employee to Payroll.
- C. Volusia County School Board will continue to provide employees on workers' compensation with group matching health insurance, life insurance, and retirement benefits. If an employee has no earnings against which Payroll can deduct the employee's portion of group health insurance the Board shall notify the employee that they must send this payment directly to the School Board of Volusia County. If the employee chooses to let their group health insurance coverage cease the Board shall no longer make its match.
- D. A board designated organization number shall be used for receiving employees transferred to a long-term workers' compensation status. Transfer of an employee from his/her current organization to appropriately designated organization must be done by Notice of Personnel Action (NPA) and only upon securing approval for the transfer from the Risk Manager who shall be responsible for monitoring the organization number designated by the Board for this purpose.
- E. Transfer of an employee to the appropriately designated organization frees their unit at the transferring organization to be filled by another employee. When an employee is released to return to work the Volusia County School Board will make every effort to place the employee in an equivalent position (subject to any medical restrictions) within the district. The Board has no obligation to return the employee to their original organization.

## **SECTION 11: FAMILY AND MEDICAL LEAVE ACT**

The parties recognized that the district is bound to comply with the provisions of the federal Family and Medical Leave Act (“FMLA”), which may be amended from time to time. The district shall provide a copy of all current FMLA policies in electronic format for distribution and posting to its membership for reference purposes. (See [Appendix D](#) for full description.)

## **SECTION 12: BEREAVEMENT LEAVE**

The parties recognize the need to provide personnel with paid time off to cope with the loss of an immediate family member or a parent who suffers a miscarriage.

1. The maximum allowed length of paid bereavement leave is two (2) duty days per academic year.
  - a. Employees may request additional leave using their personal and/or a leave without pay.
2. For the purpose of this policy, the definition of immediate family member is as follows: spouse or domestic partner, parents (including step-parents and in-laws), children, siblings, grandchildren, and grandparents (grandparent-in-law) or other member of the employee’s immediate household. An individual does not have to reside with the employee to be considered a member of the immediate household if they fall into the above categories.
3. The employee must provide proof of death, within thirty (30) days after Bereavement leave is taken. A copy of the obituary or the funeral program for the deceased are examples of acceptable proof of death.
4. Employees who provide the required proof of death within thirty (30) days will not accrue a negative leave balance because of bereavement leave. These days will not be charged against the employee’s sick or personal leave. Bereavement leave days are non-accruable. Employees will not be paid for bereavement leave on days not scheduled to work.

## **SECTION 13: TRANSFER OF LEAVE**

Support personnel shall have the right to authorize the transfer of accrued sick leave to another employee within the bargaining unit. The following provisions shall apply when transferring accrued sick leave:

1. The authorizing employee must have at least a ten (10) day balance of accrued sick days in order to donate.
2. The recipient of the donated sick leave may not use the donated sick leave until all of his or her sick leave has been depleted, excluding sick leave from the Sick Leave bank.
3. Donated sick leave shall not have terminal value for the recipient.

## **ARTICLE 15: PROFESSIONAL LEARNING PROGRAM**

### **SECTION 1: PROFESSIONAL LEARNING PROGRAM**

There shall be available a professional learning program for the improvement of the professional skills of the members of the Bargaining Unit. The Board shall pay the cost of reasonable expenses incurred in connection with any work related and administratively approved courses, workshops, seminars, conferences, or other such sessions, provided they are sanctioned by the Professional Learning Department. When such sessions are held on the employee's own time, and attendance is required by the employee's supervisor, they shall be compensated for all time spent in actual attendance at such sessions at the employee's regular rate of pay. The District and Union agree to utilize the Joint Labor Management meeting to discuss options for professional learning for the bargaining unit.

The parties agree that paraprofessionals and office specialists employees shall be eligible to receive \$13 per credit hour, up to \$260 per year for advanced training or education in areas relevant to the positions they hold. Said employees will be paid in accordance with the following provisions:

1. In no case shall a paraprofessional or office specialist receive more than \$260 in training and educational awards.
2. Employees eligible for this award must submit documentation of satisfactory performance or completion of classes and/or workshops for the current year. All documentation shall be submitted by May 30 in the year that the courses were taken.
3. Documentation shall be submitted to the Professional learning Department of Volusia County.

#### **Tuition Reimbursement**

Support staff shall be reimbursed for the cost of tuition for courses taken under the following terms and limits:

1. The Board shall appropriate \$40,000.00 for tuition reimbursement.
2. Tuition reimbursement shall only be available for three courses (one per term, maximum of 9 hours) per year for each individual.
3. Requests for tuition reimbursement shall be submitted to the Superintendent or designee for approval in advance of the course. The procedure for application shall be established and published by the Superintendent or designee.
4. Tuition reimbursement shall be limited to \$350 per credit hour, not to exceed the actual cost of the credit hour and shall be applied only to the cost of tuition.
5. To be eligible for reimbursement, the course requested to be taken must be specific to the employee's current assignment(s) and from a college or university accredited by the Southern Association of Colleges and Schools or another recognized accreditation agency. Other courses may be eligible only with prior approval of the Superintendent or designee.
6. To be reimbursed for a course, an employee must earn a grade of B or better, as evidenced by an official transcript or a grade slip.

Any unused tuition reimbursement funds will be allocated as determined by a Memorandum of Understanding between VUE and VCS.

## SECTION 2: ASSIGNMENT OF PROFESSIONAL LEARNING POINTS

Points may be assigned for college and adult education courses, as well as those established under the Professional Learning Program. Points shall be awarded at the rate of one (1) point for each one (1) hour of participation in an approved program.

## SECTION 3: COLLEGE DEGREE PROGRAM

It is recognized that all members of the Bargaining Unit may wish to continue in their professional growth through the attainment of a degree from an accredited college. For those employees' additional compensation shall be provided for the highest degree issued as follows:

	<b>Weighted Equivalent</b>
<b>Associate's Degree</b>	2.50
<b>Bachelor's Degree</b>	4.00
<b>Master's Degree</b>	6.00

The degree earned and presented to the Personnel Services Division prior to June 30 each year shall determine the pro-rata supplement for the following fiscal year payment. The compensation shall be paid by December 15th of each year to current employees (See [Appendix C](#)).

## SECTION 4: COMPENSATION FOR ABOVE PROGRAMS

The total amount available on a pro-rata basis will be \$60,000.

Persons receiving compensation through the PSP Program who have applied prior to June 30, 2006 shall continue to receive that pay as long as they are employed by the district.

Employees will be informed of this program during onboarding. Failure of an employee to make application by the specified deadline shall waive the employee's rights for compensation for that fiscal year. Once application is made, it need not be made in ensuing years. An application is available in [Appendix C](#) of this Agreement.

## ARTICLE 16: COMPENSATION

### SECTION 1: SALARY SCHEDULE

Salary schedules for the Bargaining Unit are attached as Appendices to this Agreement.

- A. All bargaining unit personnel shall be paid in accordance with the salary schedules attached in [Appendix A](#). The salary increase will be shown on the salary schedule by providing one step to each support employee and receive longevity payments in accordance with the terms of this agreement.

Bargaining unit personnel shall receive a 2% COLA.

For the 2025-26 school year only, all bargaining unit personnel shall receive a one-time non-recurring 1% stipend.

- B. Bilingual Paraprofessionals and Office Specialists expected to translate or interpret in the course of their duty day shall receive \$500 supplement per year. Each work site shall be allowed to identify two (2) employees for this duty. The translation services shall not be for the purposes of IEP, 504, PST/MTSS or any other legal meetings.
- C. Paraprofessionals who earn and maintain a Child Development Associate Credential shall receive an additional \$0.20 per hour compensation, as is reflected on the schedule.

## **SECTION 2: PAY SCHEDULE**

- A. Employees shall be paid in accordance with payroll schedules adopted by the Board.  
  
When a pay date falls within the winter break, spring break, or a scheduled non-work day, the Board shall arrange for employees to receive their checks on the last working day prior to the non-work day.
- B. All employees shall be paid their wages through direct deposit at a financial institution of their choice effective July 1, 2023.

## **SECTION 3: LONGEVITY COMPENSATION**

- A. To comply with FRS requirements for longevity compensation to be pensionable, the following adjustments are made: For 2025-2026 school year, longevity supplements shall be paid to individuals with years of VCS service experience. [See attachment-Longevity Proposal.](#)
- B. Payment of the salary increment designated by the salary schedule and the longevity described herein shall not be implemented until negotiated and determined in accordance with Chapter 447, Florida Statutes. Nothing herein shall preclude the parties from negotiating changes in the values of the increments.

## **SECTION 4: WORK YEAR**

### **Office Specialists:**

Anyone hired into a 12-month Office Specialist position will be hired on a 250-day contract. Annual leave will continue to accrue in accordance with school board policy. Anyone transferring into a 12-month Office Specialist position will be placed into a 250-day contract. Any 12-month Office Specialist who wishes to move from a 260-day contract with mandatory close days into a 250-day contract without mandatory close dates can opt to do so. Once an employee transfers from a 260-day contract to a 250-day contract, they cannot move back onto a 260-day contract.

### **Paraprofessionals:**

Paraprofessionals shall work 180 Days with students per year and five (5) additional days defined by the district annually. These days will consist of no less than two (2) pre-planning days.

New employees eligible for membership in the Bargaining Unit shall begin at Step 0. If experience is verified in the same or related field, credit shall be afforded at the rate of one (1) step for each year of verified experience to a maximum of five (5) years' experience. Former employees shall be given full credit at the rate of one (1) step for each one (1) year of related Volusia County School Board service.

Allow one (1) year of service credit for each year of military service. (This applies only to employees who are on required Military Leave - Long Term from a position in the Volusia County School System and who

returns from said required Military Leave - Long Term to the Volusia County School System upon release from active military services.)

For the purpose of affording credit for years of verified experience or military service, allow one (1) year of service credit for each year or major fraction thereof.

Once experience has been verified, the employee shall receive a maximum of (90) ninety days retroactive pay within the same fiscal year.

Paraprofessionals shall receive up to three years of salary schedule credit for substitute teaching experience completed after July 1, 1994. One year of salary schedule credit shall be given for each 180 days of substitute teaching experience.

#### **SECTION 5: OUT OF CLASS PAY**

When an employee is absent from work for five or more consecutive days, and another employee, whose job duties and responsibilities are different from the absent employee's, is assigned a majority of the absent employee's duties and responsibilities, the second employee shall receive out of class pay effective after five consecutive days, retroactive to the date the assignment took place. The determination of whether the employee has assumed a majority of the absent employee's duties and when, shall be within the sole discretion of the supervising administrator, who shall discuss the matter with the employee prior to the duties and responsibilities being assigned. The out of class pay shall be equal to the minimum step of the pay range of the temporary assignment or at the step that is greater than the employee's current hourly rate of pay, whichever is greater.

#### **SECTION 6: MILEAGE**

An employee who is not provided with a vehicle and who is authorized to use their own vehicle in discharge of assigned duties shall be reimbursed at the current mileage rate approved by the Board.

#### **SECTION 7: PARAPROFESSIONALS/SUBSTITUTE TEACHING**

Employees who are asked, on a temporary basis, to substitute for classroom teachers, shall be paid additional compensation as follows: \$30.00 for a full student day; \$20.00 for less than a full student day but at least one-half a student day; \$15.00 for less than one-half a student day.

#### **SECTION 8: SPEECH PARAPROFESSIONAL**

In light of the unique responsibilities of a speech paraprofessional, effective January 1, 2016 a speech paraprofessional regularly assigned to work with speech clinician will be paid an additional \$.50 per hour. Speech paraprofessionals will not be eligible for payments as a substitute as defined in Article 13, Section 6, Paragraph A and Article 16, Section 7 unless 1) the Speech Clinician is off campus for one half or more of the paraprofessional's workday and the Speech Paraprofessional is tasked with performing duties with students assigned to that Speech Clinician and no substitute has been provided for the Speech Clinician or 2) the Speech Paraprofessional is required to substitute for a classroom teacher.

### **ARTICLE 17: BENEFITS/TERMINAL PAY**

#### **SECTION 1: BENEFITS**

The Board shall provide for employee benefits as listed below. Payroll deductions shall be for the company or companies approved by the Union and the Board.

- A. Life Insurance - Each full-time employee is provided fully paid life insurance coverage equal to the employee's annual salary.
- B. A participating employee, at his or her option, may choose to purchase additional available coverages as offered by the Board through payroll deduction.
- C. Disability Insurance - The Board shall upon request, deduct the premium from the salaries of employees who participate in approved disability income protection.
- D. Personal Accident Insurance - The Board shall, upon request, deduct the premium from the salaries of employees who participate in approved Personal Accident Insurance protection.
- E. Dental Insurance - All full-time employees shall be eligible for enrollment in the Group Dental Insurance Program. The Board retains the right to make changes in the carriers and provisions of the group dental insurance plan in an effort to contain the cost of insurance.
- F. Credit Union - The Board shall, upon request, deduct contributions from salaries of employees for credit unions.
- G. Group Health Insurance Policy - All full-time employees shall be eligible for enrollment in the Group Health Insurance Plans approved by the Board. The board retains the exclusive right to make, and the Union expressly and unequivocally waives its right to bargain, changes in the carriers, health insurance plan designs and all provisions of the group health plan in an effort to contain the cost of insurance and ensure the timely selection and availability of health insurance plans to employees. The board shall maintain an Advisory Insurance Committee to which the Union may appoint two (2) representatives. The impact of any changes made by the Board will be impact bargained if requested by the Union. The board's monthly premium contribution for single coverage shall be capped at \$605 per month for single coverage. The employee shall be responsible for any remaining monthly premium amount in excess of the contribution. In no event shall the board's monthly contribution exceed the monthly premium cost for single coverage for the participating employee. Participating employees may obtain additional coverage provided they assume the total cost of the additional coverage. The Board shall pay fifty cents (\$0.50) per month for each year of Volusia County service for those retired employees who remain in an approved plan until age 65.

It is the responsibility of the employee to arrange for continued insurance coverage if for any reason the employee is on unearned sick leave or Leave of Absence.

## **SECTION 2: TAX SHELTERED ANNUITY**

The Board shall, upon request, deduct from the salaries of employees for contributions to tax sheltered annuities approved by the Board for payroll reduction.

## **SECTION 3: TERMINAL PAY**

- A. Terminal pay for accumulated sick leave shall be in accordance with the following schedule. If termination of employment is by death of the employee, any terminal pay to which the employee may have been entitled shall, upon written request, be made to the beneficiary as identified with the Florida retirement systems or other beneficiary identified to the Board by the employee.

Service as referenced in this Section is defined as employment with the Board.

Rather than receive terminal leave pay, a staff member who resigns may choose to leave accumulated sick leave days on deposit.

1. During the first three (3) years of service in the Volusia County School District, the hourly rate of pay is multiplied by thirty-five (35) percent times the number of hours of accumulated sick leave.
  2. During the fourth through sixth (4-6) years of service in the Volusia County School District, the hourly rate of pay is multiplied by forty (40) percent times the number of hours of accumulated sick leave.
  3. During the seventh through ninth (7-9) years of service in the Volusia County School District, the hourly rate of pay is multiplied by forty-five (45) percent times the number of hours of accumulated sick leave.
  4. During the tenth (10th) year of service and from that point forward in the Volusia County School District, unless due to retirement or death, the hourly rate of pay is multiplied by fifty (50) percent times the number of hours of accumulated sick leave.
  5. For retirement, or death, terminal pay during or after the thirteenth (13th) year of service in the Volusia County School District, shall be at the hourly rate of pay multiplied by one hundred (100) percent times the number of hours of accumulated sick leave.
- B. Upon Death of an employee, the beneficiary as identified with the Florida retirement systems or other beneficiary identified to the Board by the employee shall receive payment for accumulated annual leave.
- Upon termination of employment or upon retirement, an employee shall be paid a lump sum payment for accumulated annual leave. The employee shall not use accumulated annual leave to extend a termination date.
- C. Terminal sick leave and/or terminal annual leave shall be calculated only from the appropriate step on the salary schedule in effect on the day of separation.

## **ARTICLE 18: POLITICAL ACTIVITY**

The political activity of all employees shall be governed by Federal Law, Florida Statutes and Board policy.

## **ARTICLE 19: GRIEVANCE**

### **A. Definition of Grievance**

A grievance shall be defined as an alleged violation or the misinterpretation or misapplication of the specific terms of this Agreement.

### **B. Definitions**

1. The term "day" when used in this procedure shall mean workdays, Monday through Friday, exclusive of holidays.
2. A "grievant" is an employee, group of employees, or the Union.

### **C. Withdrawal**

A grievance may be withdrawn by the grievant at any time and at any step of this procedure.

#### **D. Grievance Procedure**

Whenever a grievance arises between the School Board and the employees or the Union, the matter will be handled in accordance with the following procedure:

##### **1. Informal Procedure**

Step 1 - The parties wish to encourage the resolution of potential grievances at the lowest level possible without having to resort to the formal grievance procedure. Therefore, no later than ten (10) days after the event that gives rise to the grievance or said event is known or should have been known to the employee, the grievant and/or his representative, shall request a meeting with his immediate supervisor to discuss the potential grievance. The Step 1 meeting shall take place within ten (10) days of the request for a meeting.

##### **2. Formal Procedure**

a. Step 2 - If the potential grievance is not resolved through informal discussions within ten (10) days after the Step 1 meeting or after the expiration of the Step 1 timeline, the grievant may submit his grievance and a request for a Step 2 meeting in writing and sign it. The written grievance must include:

- (1) A statement of the grievance and the facts involved.
- (2) The remedy requested.
- (3) The Articles and Sections of the Agreement which grievant claims have been violated.

The Step 2 meeting shall take place within ten (10) days of said request. The immediate supervisor will respond to the grievance within ten (10) days after the meeting.

b. Step 3 - If the grievance is not resolved at Step 2 within ten (10) days of the decision of the Supervisor or the expiration of the Step 2 timeline, the grievant may appeal the decision to the Superintendent.

- (1) At the request of the Union or the employee, a meeting between the Superintendent, a Union representative and the grievant shall be held at a mutually agreeable time, but not more than ten (10) days after receipt of the appeal to Step 3 by the Superintendent.
- (2) The Superintendent will issue his decision within 10 days after the meeting held under subparagraph (1) above.

3. Failure of the parties to meet and/or discuss a grievance to make a decision within the time provided in Step 1, 2, or 3 of the grievance procedure shall be deemed a denial of the grievance by the Management, and the employee or the Union shall proceed with the next step as if the decision had been made on the last day allowed.

4. Mediation - At any step of this procedure, the parties may by mutual written consent utilize the services of an impartial mediator to assist in attempting to resolve the grievance.

Recommendations of such a mediator shall not be binding upon the parties nor admissible in any arbitration or other proceeding without the express written consent of both parties.

**E. Arbitration**

Except as otherwise stated in this Agreement, arbitrable grievances that have been properly submitted under Section D shall be subject to arbitration in accordance with the following procedures.

Arbitration proceedings must be initiated by the Union sending a written demand to the Superintendent for arbitration. This demand shall be received by the Superintendent within fifteen (15) days of the decision in Step 3 or the last day on which a Step 3 decision could have been made, whichever first occurs.

**F. Selection of Arbitrator**

As soon as possible after the demand for arbitration is served and a list of Florida based arbitrators have been received from the American Arbitration Association (AAA), or another arbitration service provider agreed to by both parties, the parties shall meet or confer by telephone in order to select an arbitrator to hear and decide the grievance. The Union and the Superintendent shall each have the right alternatively to strike three (3) names from the list. The party to strike first shall be decided by the flip of a coin. The name remaining shall be the arbitrator. Subject to Section I, the arbitrator selected shall decide the dispute and such decision shall be final and binding on the parties and the employees. The involvement of AAA, or another arbitration service provider agreed to by both parties, shall be limited to the selection process.

**G. Fees and Expenses**

The fees and expenses of the arbitration shall be borne equally by the parties. Each party shall be responsible for its own attorney's fees and any court reporting services it utilizes in any arbitration proceeding. If the hearing occurs during work time, the grievant and any witnesses shall be given the necessary release time.

**H. Authority of Arbitrator**

The arbitrator shall have no power to add to, subtract from, modify, or alter the terms of this Agreement, nor shall the arbitrator have the power to arbitrate any matter expressly or by implication excluded from arbitration. Discovery may be permitted upon stipulation of the parties. The arbitrator is not to proceed in contravention of the limitations upon his powers as expressed in Section I hereof.

**I. Arbitrability**

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

**J. Decision**

The decision of the arbitrator on any arbitrable issue shall be supported by substantial evidence on the record as a whole and shall be final and binding on the employee, School Board and Union.

**K. Time Limits**

The time limits set forth in the Sections D and E are to be considered essential to the grievance and arbitration procedure, and failure of the employee or the Union to meet any time limit set forth therein shall, unless the parties by mutual agreement have extended a time limit, constitute waiver of the grievance and acceptance of the Superintendent's or Board's position.

**L. Time Off/Pay**

Steps 1, 2 and 3 of the grievance procedure shall be carried out at a time and place mutually agreeable to all parties based on operational needs, and neither the employee nor the employee's Union representative, if any, shall lose pay. If the parties cannot agree, the Superintendent shall determine when Step 3 shall proceed and if the Step 3 is during their scheduled working hours, neither the grievant nor union representative shall lose pay. Employee witnesses, including the grievant and the Union representative, whom the Superintendent may at his option choose to interview in Steps 1, 2, or 3 shall lose no pay if interviewed during their working hours.

**M. General**

1. The filing of a grievance shall in no way interfere with the right of the School Board or the Superintendent to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. The employee shall abide by the management decision involved in any grievance prior to and during the time the grievance has been filed, and shall not discontinue his duties prior to or during the time a grievance is being processed, unless the employee has been terminated.
2. No reprisals of any kind shall be taken by the Board, Administration, or Union against any employee because of his participation or non-participation in the procedures set forth in this Article.
3. A grievance may be initiated at Step 3 of the grievance procedure if requested by the Union and agreed upon by the Superintendent.

**N. Resort to Other Procedures - Election of Remedies**

An employee covered by this agreement who is notified of a charge of misconduct resulting in the termination or unpaid suspension of that employee may appeal the termination and/or suspension through the grievance process in this article after adverse action by the Board. The employee shall notify the Superintendent of the appeal within ten (10) days after receiving notice of the decision by the Board. If the employee chooses to utilize the grievance process, he/she shall file the grievance within ten (10) days in accordance with the procedure provided herein, after adverse action by the Board. Said grievance shall commence at Step 3.

If prior to seeking resolution of a dispute of any matter by filing a grievance hereunder, or while the grievance is in progress, an employee seeks resolution of the dispute in another forum, whether administrative or judicial, or before the resolution of the dispute in another forum, whether administrative or judicial, or before the Board but under a different procedure (including the procedure provided by Florida Statute, Chapter 120) the Board shall have no obligation to entertain or proceed further with the matter pursuant to the grievance procedure. Further, if a matter is pending before an arbitrator appointed in accordance with the grievance procedure, then the arbitrator is deprived of jurisdiction by the employee seeking resolution in another forum or before the Board under a different procedure. A non-reappointment shall not be subject to the grievance or arbitration provision contained herein.

**O. Right to Representation**

A party to a grievance proceeding shall have the right to request representation of his choice at any step of the informal and formal proceedings. The grievant shall not be required to discuss any grievance filed if the grievant's representative is not present; however, the grievant will select another representative in order that a meeting may proceed. An employee may avail himself of the grievance procedure in person or by counsel and have such grievance adjusted without intervention of the Union provided that:

1. the adjustment is not inconsistent with the terms of this Agreement; and
2. the Union has been given reasonable opportunity to be present at any meeting called for in the resolution of such grievance.
3. the Union shall be provided a copy of the decision at each step.

**P. Instant Arbitration**

1. By mutual agreement the parties may initiate instant arbitration if in the Union's opinion the matter affects an employee in regard to pay, transfer, or any other matter having an immediate detrimental effect to the employee(s) or Union.
2. The parties agree to maintain a cadre of arbitrators specifically for this purpose and will strike for an arbitrator within five (5) days of the Union's notification to the employer that the Union is invoking this Article.
3. Cost and decision of the arbitrator will be consistent with paragraph G.

**ARTICLE 20: CHILD ATTENDANCE IN SCHOOL WHERE EMPLOYEE (PARENT) IS ASSIGNED**

The employee (parent) may place their child (using current definitions of child) at the school where the employee (parent) works (so long as the child is properly suited for the school, using usual criteria such as grade levels and programs offered) or at the school where the child would be assigned using the Board's usual procedures. The employee (parent) would be obligated to apply for such a transfer using Board's usual procedures and the Board would not provide transportation. The employee (parent) assumes responsibility for such child before and after school hours.

**ARTICLE 21: EMERGENCY DAYS**

During times of emergencies, Volusia County School District employees are expected to maintain public services and to meet new service needs brought about by the emergency conditions. Service demands may go beyond the scope of regularly assigned duties, calling on staff to assume new responsibilities and remain on duty for extended periods of time. The Volusia County School District and the Volusia United Educators, in the interests of maintaining a safe environment for the students during times involving critical incidents such as severe weather, hazardous material spills, fire, or other emergency situations, agree to the following:

1. Should an event such as is stated above occur during the time when the District is responsible for the school children, members of the bargaining unit will cooperate with the administration in taking the steps necessary to reasonably provide for the students' safety. If such actions require service beyond the regular workday, the administration shall work with bargaining unit personnel to see that while first providing for the security of the students, reasonable requests by personnel to insure the safety of their own families will be accommodated. The District will make reasonable efforts, when possible, to provide time off prior to the onset of a potential disaster for employees designated

as essential to secure their homes and see to the safety of their families. Since it may not always be possible, it is imperative that employees have an emergency plan in place to address their family's safety in their absence. Scheduled or approved leave is subject to cancellation.

2. Any position may be designated by the administration as an Essential Position (EP).  
Essential Position: EP personnel must be available to report to duty for emergency preparations and may be required to remain on duty throughout an emergency event. Such employees will support the maintenance of critical services and/or recovery efforts. EP personnel are required to advise their supervisor of their location and contact information throughout the emergency. If an employee has unique personal circumstance that would prevent him/her from serving in an emergency, the employee shall discuss these circumstances with the supervisor as soon as possible in order to allow the supervisor to make other arrangements where the circumstances allow.

All other personnel must remain available during an emergency. Employees will report to their supervisor or designated point of contact at their next report time.

3. In the event that the superintendent officially closes a school, district office, or a combination of work centers to employees;
  - a. Employees shall be paid for their regularly scheduled hours. Notwithstanding any other provision of this agreement, any hours paid in compliance with Section 3.a. of this article, where work was scheduled but not performed due to the closing of a school, district office, or a combination of work center to employees, shall not be considered in the computation of overtime. Should the superintendent reschedule the workday for a later date, the employee shall be deemed to have been compensated in advance and will receive no additional compensation.
  - b. In the event that an employee is called in to work by their supervisors on emergency days when the work site is closed, the employee shall be compensated, in addition to the compensation discussed in the prior paragraph, as follows:
    1. For hours worked during regular work hours, the employee shall receive their regular rate of pay.
    2. For hours worked after regular work hours not in excess of forty (40) hours paid per week, the employee shall receive their regular hourly rate.
    3. For hours worked after regular work hours in excess of forty (40) hours paid per week, the employee shall receive one and one half (1½) their regular hourly rate.
    4. Compensatory time may be provided instead of the additional pay provided under paragraphs 1, 2 & 3 above, if the administrator and employee agree.
    5. Should either party wish to discuss actions taken during an event as stated above, the parties shall meet to discuss the issues.

## **ARTICLE 22: NO STRIKE AGREEMENT**

The Bargaining Agent hereby agrees on behalf of its members and all employees of the Bargaining Unit it is certified to represent, that it shall not participate in a strike against the Board by instigating or supporting a strike in any manner. Any violation of Florida Statutes 447.505 shall subject the violator to the penalties provided in Florida Statutes Chapter 447.507.


**ARTICLE 23**  
**TERM OF AGREEMENT**


- A. It is agreed and understood that this agreement constitutes complete understanding between the parties and concludes all collective bargaining during its term.
- B. The entire Agreement may be reopened for negotiations if not approved by the School Board of the Volusia County or ratified by the bargaining Unit.
- C. The Agreement shall be effective subject to ratification by the Bargaining Unit and approval by the School Board of Volusia County and shall continue through June 30, 2027.
- D. Any article of this agreement may be reopened at any time by consent of the parties.
- E. If either party so desires to alter, or renew this Agreement upon its expiration, a written notice must be submitted to the other party prior to March 1 of the year in which the Agreement expires. If such notice is given, the negotiations shall be initiated on or before May 1. Negotiations for fiscal year 2026-27 may commence on or after March 15, 2026, on articles without financial impact, upon request of either party; and articles with financial impact may commence on or after May 1, 2026, at the request of either party. Negotiation sessions shall be held at mutually agreed upon times and places.
- F. The provisions of this Agreement shall be binding upon the parties hereto and upon their successors.

In consideration of the mutual covenants, this agreement is made and entered into the 9<sup>th</sup> day of December, 2025, by and between the School Board of Volusia County, Florida and the Volusia United Educators.



Elizabeth Albert, Union  
President Volusia United  
Educators

  
**for** Stephanie Workman, Chief Negotiator  
Volusia County Schools

  
Dr. Carmen J. Balgobin  
Superintendent of Schools  
Ruben Colón  
School Board Chair

**LONGEVITY PROPOSAL**

<b>Total VCS</b>	<b>Rate</b>
<b>0</b>	-
<b>1</b>	-
<b>2</b>	-
<b>3</b>	-
<b>4</b>	-
<b>5</b>	\$150
<b>6</b>	\$150
<b>7</b>	\$150
<b>8</b>	\$150
<b>9</b>	\$150
<b>10</b>	\$150
<b>11</b>	\$300
<b>12</b>	\$300
<b>13</b>	\$300
<b>14</b>	\$300
<b>15</b>	\$600
<b>16</b>	\$600
<b>17</b>	\$600
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<b>25</b>	\$1,000
<b>26</b>	\$1,000
<b>27</b>	\$1,000
<b>28</b>	\$1,000
<b>29</b>	\$1,000
<b>30</b>	\$1,200
<b>31</b>	\$1,200
<b>32</b>	\$1,200
<b>33</b>	\$1,200
<b>34</b>	\$1,200
<b>35</b>	\$1,200
<b>36</b>	\$1,200
<b>37</b>	\$1,200
<b>39</b>	\$1,200

**FY26 Proposed VUE Support Office Specialist Schedule**

<b>Step</b>	<b>Proposed Off Spec I</b>	<b>Proposed Off Spec II</b>	<b>Proposed Off Spec III</b>
0	15.00	15.25	16.50
1	15.30	15.56	16.83
2	15.69	15.94	17.17
3	16.05	16.26	17.60
4	16.42	16.68	18.05
5	16.47	16.73	18.11
6	16.52	16.83	18.16
7	16.58	16.88	18.26
8	16.63	16.93	18.36
9	16.73	17.03	18.56
10	16.78	17.09	18.87
11	16.83	17.14	19.18
12	16.93	17.24	19.48
13	16.98	17.34	19.89
14	17.03	17.39	20.30
15	17.14	17.44	20.71
16	17.24	17.75	21.11
17	17.44	17.95	21.52
18	17.65	18.26	22.03
19	17.95	18.56	22.54
20	18.36	18.87	23.05
21	18.77	19.18	23.56
22	19.07	19.58	23.97
23	19.48	19.89	24.68
24	19.89	20.30	25.30
25	20.30	20.71	25.81
26	20.81	21.22	26.32
27	21.22	21.62	26.93
28	21.52	22.03	27.44
29	21.93	22.44	27.95
30	22.34	22.75	28.56
31	22.75	23.15	29.07
32	23.26	23.46	29.68
33	23.66	23.87	30.29
34	24.17	24.28	30.91
35	24.48	24.79	31.52
36	24.79	25.30	32.13
37	25.19	25.91	32.74
38	25.81	26.42	33.15
39	26.32	26.93	34.07
40	26.83	27.54	34.88
41	27.23	28.05	35.70

**FY26 Proposed VUE Support Paraprofessional Salary Schedule**

Step	Paraprofessional with NO CDA			Paraprofessional With CDA		
	Proposed Para 2 HQ	Proposed Para 3 HQ	Proposed Para 4 HQ	Proposed Para 2 HQ	Proposed Para 3 HQ	Proposed Para 4 HQ
0	15.00	15.20	15.40	15.20	15.40	15.60
1	15.30	15.50	15.71	15.50	15.71	15.91
2	15.69	15.89	16.11	15.81	16.02	16.23
3	16.10	16.30	16.50	16.21	16.43	16.64
4	16.42	16.63	16.83	16.63	16.83	17.03
5	16.47	16.68	16.88	16.68	16.88	17.14
6	16.52	16.73	16.93	16.73	16.93	17.19
7	16.58	16.83	17.03	16.83	17.03	17.24
8	16.63	16.88	17.14	16.88	17.14	17.34
9	16.73	16.93	17.34	16.93	17.19	17.54
10	16.78	17.03	17.44	17.03	17.24	17.65
11	16.83	17.09	17.65	17.09	17.34	17.85
12	16.93	17.14	17.85	17.14	17.75	18.05
13	17.03	17.24	18.05	17.24	18.05	18.26
14	17.14	17.44	18.16	17.44	18.16	18.36
15	17.24	17.75	18.36	17.75	18.36	18.56
16	17.50	17.95	18.56	17.95	18.56	18.77
17	17.85	18.16	18.77	18.16	18.77	18.97
18	18.05	18.36	18.97	18.36	18.97	19.18
19	18.36	18.67	19.18	18.67	19.18	19.38
20	18.56	18.97	19.48	18.97	19.48	19.69
21	18.87	19.28	19.69	19.28	19.69	19.89
22	19.18	19.48	19.99	19.48	19.99	20.20
23	19.48	19.79	20.20	19.79	20.20	20.40
24	19.79	20.09	20.50	20.09	20.50	20.71
25	20.10	20.40	20.81	20.40	20.81	21.01
26	20.50	20.71	21.22	20.71	21.22	21.32
27	20.91	21.01	21.60	21.01	21.52	21.62
28	21.32	21.42	22.03	21.52	22.03	22.24
29	21.73	21.93	22.64	22.13	22.64	22.75
30	22.24	22.34	23.05	22.64	23.15	23.26
31	22.75	22.95	23.66	23.26	23.66	23.77
32	23.15	23.66	24.30	23.77	24.30	24.38
33	23.46	24.28	24.79	24.38	24.79	24.89
34	23.87	24.89	25.30	24.89	25.30	25.40
35	24.28	25.40	25.91	25.40	25.91	26.01
36	24.58	25.91	26.42	25.91	26.42	26.52
37	25.09	26.42	27.00	26.42	26.93	27.13
38	25.60	26.93	27.54	26.93	27.54	27.64
39	26.11	27.54	28.05	27.44	28.05	28.15
40	26.72	28.05	28.66	28.05	28.66	28.76
41	27.23	28.56	29.17	28.56	29.17	29.48

## SICK LEAVE BANK PROCEDURES

Volusia County School Board Voluntary Sick Leave Bank Covering Members of the Volusia United Educators Bargaining Unit.

*Purpose:*

To enable employers to provide protection in cases of long-term catastrophic illness and to encourage employees to "save" sick leave for a valuable future economic benefit (terminal leave).

- A. To become a member of the sick leave bank, an employee must have accumulated five (5) sick leave days and have been employed with the district for more than one full year. Following the accumulation of five (5) sick leave days, the employee may join the sick leave bank by donating one (1) sick leave day to the sick leave bank.
- B. To utilize "bank days" the member must have been a member of the sick leave bank for at least ninety (90) days and must first use all other accumulated sick leave days.
- C. The purpose of this Sick Leave Bank is to provide a mechanism to cushion the financial impact of serious illness or injury. Although by no means an exclusive list, typical successful claims would be hospitalization for a heart attack, cancer, automobile accident or major surgery. The Sick Leave Bank is not intended to provide benefits to an employee for such things as cosmetic surgery, elective surgery that could be scheduled during a non-work period, or other similar claims. Upon approval of application by the Sick Leave Bank Committee, a member shall be eligible for two (2) times the number of days accumulated at the beginning of the illness to a maximum of fifty (50) days subject to the following provisions:
  - 1. Drawing of sick leave days is based on the availability of sick leave days in the bank.
  - 2. All cases shall be re-examined by the Sick Leave Bank Committee when the twenty-fifth (25th) continuous day of benefits has been reached. At this time the Committee may request additional medical certification.
  - 3. The employee is not required to repay the number of days used from the Sick Leave Bank.
  - 4. Any sick leave drawn from the bank by a participating employee must be used for said employee's personal illness, accident or injury.
- D. Following any use of the sick leave bank provisions, the employee shall have to rejoin the sick leave bank as indicated in "A" above.
- E. Days from the bank may only be used for extended personal, physical or mental disability.
- F. The bank shall be administered as follows: The VUE Sick Leave Bank Committee.
- G. In cases of extreme hardship, the bank administrators may grant additional days voluntarily given by other sick leave bank members.
- H. Following establishment of the Sick Leave Bank, if the balance in the bank is diminished below fifty (50) days all participating members shall contribute one (1) additional sick leave day in order to continue membership. Such special assessment shall be at the rate of one (1) day per member, not to exceed two (2) days for special assessment purposes per year. Assessment shall be automatic upon notification. If an employee is unable to contribute the day, that person shall

be placed on suspension from the benefits of the bank until able to contribute this day. Special Assessment days are days that are assessed above and beyond the initial day contributed for membership.

- I. Alleged abuse of the Sick Leave Bank shall be investigated by the Sick Leave Bank Committee. If an employee is found to have abused the use of the Sick Leave Bank, the employee shall repay the days drawn from the bank and be assessed appropriate penalties.
- J. The bank administrators shall determine the eligibility of membership in the sick leave bank.
- K. A list of all sick leave bank members shall be provided to VUE upon written request.
- L. Forms for enrollment shall be available through the VUE office.
- M. The Sick Leave Bank can be terminated only by mutual agreement of the Bargaining Unit and the Board. Upon discontinuance, any and all sick leave days in the bank shall be distributed to the participating members at the time of such discontinuance in units of not less than one-quarter (1/4) day with any remaining days to be disposed of at the sole discretion of the Sick Leave Bank Committee.

VOLUSIA UNITED EDUCATORS

**SICK LEAVE DONATION FORM**

NOTE: The day/days given are **NOT** bank days. These days are personal sick leave days belonging to the individual donating the days. According to the contract between the School Board of Volusia County and the Volusia United Educators (VUE), the VUE sick leave bank administrators may grant additional days voluntarily given by the other bank members in cases of extreme hardship to a sick leave bank member who has utilized all accumulated leave and all awarded sick leave bank time.

Please donate \_\_\_\_\_ (# of days) to \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Worksite

This donor is a member of the VUE Sick Leave Bank and has sufficient days to cover this request.

\_\_\_\_\_  
Payroll Representative

\_\_\_\_\_  
Date

ANY DONATED DAYS UNUSED BY THE RECIPIENT WILL BE RETURNED TO THE BANK.

**MEMBERSHIP APPLICATION**

To: Sick Leave Bank Committee  
Volusia County School Board  
Administration Building

From:

Name: \_\_\_\_\_ S. S. No.: \_\_\_\_\_

Work Center: \_\_\_\_\_ ID No.: \_\_\_\_\_

Subject: Sick Leave Bank for employees covered by VUE.

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

I, \_\_\_\_\_, having fully read and understood the attached provisions on the Sick Leave Bank for non-instructional personnel of The School Board of Volusia County, do hereby wish to contribute one (1) day of my accrued sick leave to said bank and become a member thereof.

I certify that I have been employed by The School Board of Volusia County for more than one (1) full year and have five (5) days accrued sick leave.

I understand that the provisions of the Sick Leave Bank are applicable only for my personal injury, accident or illness. I further agree that the decision of the Sick Leave Bank Committee on the use of Sick Leave Bank days shall be final in all cases.

I understand that if the bank balance is diminished below fifty (50) days I shall be required to contribute one (1) additional day, not to exceed two (2) days per year.

Lastly, I understand that any days contributed to the Sick Leave Bank are not refundable upon withdrawal or voluntary termination of membership.

Signed \_\_\_\_\_

VOLUSIA COUNTY SCHOOLS  
APPLICATION FOR SICK LEAVE BANK DAYS

CHECK ONE: AFSCME  NON-BARGAINING  VESAO  VROO

EMPLOYEE INFORMATION - COMPLETE AND RETURN TO BANK ADMINISTRATOR WITH PHYSICIAN'S STATEMENT	
Applicant: _____	Date Submitted: _____
Address: _____	Last four digits of Social: _____
City, State, Zip: _____	Work location: _____
Home Phone: _____	Position: _____
Sick Bank Mem <input type="radio"/> Yes <input type="radio"/> No Out of jury or 11(bal d1agnc>S1s: _____	
Full day of absence due to illness or injury as it relates to this request _____ Is this claim for Wooten's Compensation? <input type="radio"/> Yes <input type="radio"/> No If yes - date of injury: _____ Will you be requiring payment through your disability insurance or this illness or injury? <input type="radio"/> Yes <input type="radio"/> No	
<b>EMPLOYEE'S SIGNED STATEMENT IS REQUIRED WITH THIS APPLICATION AND MUST INCLUDE DIAGNOSIS, DATE OF DIAGNOSIS, AND ESTIMATED RETURN TO WORK DATE</b>	
I hereby authorize any physician, hospital, pharmacy, insurance company or organization to release any information regarding the medical history, treatment, disability to the School Board of Volusia County. (A copy of this authorization is being provided to the organization)	
Applicant Signature: _____	_____

DISTRICT ADMINISTRATION PAYROLL OFFICE VERIFICATION																			
Full application <input type="checkbox"/> In Payroll: _____ Member of bank: _____ a.i.nc. of _____ All of employee's sick INW hours: _____ Monthly balance: _____ Summary of employee's sick INW hours: _____ Employee's signature: _____	<table border="1"> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>																		
Sick Bank Balance prior to this: _____ Authorized Signature: _____	Hourly Rate: _____ Date: _____																		

SICK LEAVE BANK COMMITTEE DISPOSITION		
Date Received: ____/____/____	Date Action Taken: ____/____/____	Effective Date: ____/____/____
<input type="checkbox"/> Denied <input type="checkbox"/> Approved	<input type="checkbox"/> Approved Bank days _____ <input type="checkbox"/> Approved _____	<input type="checkbox"/> _____ <input type="checkbox"/> _____
Comments: _____		
Authorized Signature: _____	_____	_____
Authorized Signature: _____	_____	_____

**STAFF DEVELOPMENT COMPENSATION APPLICATION**

SECTION 1. INSTRUCTIONS

1. Completely fill in Section 2.
2. Check the highest degree that you earned in Section 3.
3. Date and sign the Application.
4. Attach one of the following as verification of your degree.
  - A. A copy of your college degree.
  - B. A copy of your college transcript, which stipulates degree earned.
5. Mail this Application and your verification to the Employee Services Department.

SECTION 2. EMPLOYEE DATA

EMPLOYEE NAME \_\_\_\_\_  
SCHOOL/DEPARTMENT \_\_\_\_\_  
CLASSIFICATION \_\_\_\_\_

SECTION 3. PROGRAM COMPENSATION

COLLEGE DEGREE PROGRAM

\_\_\_\_\_ Associate's Degree  
\_\_\_\_\_ Bachelor's Degree  
\_\_\_\_\_ Master's Degree

EMPLOYEE'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

SECTION 4. EMPLOYEE SERVICES USE ONLY

Date employee's Application received \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

The employee has provided proper verification \_\_\_\_\_ YES \_\_\_\_\_ NO

Date Application approved \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Authorized Signature \_\_\_\_\_

**For Information Only**

**FAMILY AND MEDICAL LEAVE ACT**

1. Family and Medical Leave Act: All provisions of this article shall be interpreted so as to comply with the requirements of the Family and Medical Leave Act and any amendments thereto, and with such federal regulations that may be issued under the Act.
2. Employee Eligibility: Eligibility for these benefits shall be limited to those bargaining unit members that have been employed for at least the previous twelve (12) months by the Board, and worked at least 1,250 hours during that previous twelve (12) month period. Full-time teachers will be deemed to have met the 1,250 hour requirement.
3. Terms of Leave: This leave shall be granted, in the following instances, for no more than a total of twelve (12) work weeks during the school year, July 1 through June 30. It shall be granted to eligible bargaining unit members for: (A) to care for the employee's child after birth, or following placement for adoption or foster care; (B) to care for the employee's spouse, son, daughter, or parent who has a serious health condition; or (C) for a serious health condition that makes the employee unable to perform the employee's job.
4. Definitions: The definitions contained in the Act apply to this article.
5. Group Medical Insurance: The Board shall continue an employee's group medical insurance in full effect during FMLA leave, to the same extent as when the employee worked. The employee shall be responsible for his or her share of insurance premium payment. Days of leave taken under the sick leave provision of the collective bargaining agreement shall be considered to be leave taken under the FMLA if taken for a serious health condition, for the purposes of this article, as shall any annual leave taken after the employee has exhausted his or her sick leave due to a serious health condition.
6. Length of Unpaid Medical or Child Care Leave: The length of any unpaid medical or child care leave shall be determined by the collective bargaining agreement, provided such provisions, when considered with sick leave and annual leave used as stated above in paragraph 6, meet the required twelve (12) week allotment called for by the Act.
7. Notice: If leave is taken to care for a newborn child or a child newly placed for adoption or foster care, the employee must provide notice of the leave in writing, to the personnel department and to his or her immediate supervisor, approximately thirty (30) days in advance, where possible. If a leave is needed for foreseeable medical care, it shall be requested, in writing at least thirty(30) days in advance, or as early as is practicable.
8. Medical Certification: (A) Illness of Others: When requesting leave for a serious health condition of the employee's spouse, child or parent, the employee, upon request by the school district shall submit a statement from the patient's doctor which certifies that it is necessary for the employee to care for the patient, and estimates the length of time the care is needed. (B) Illness of Employee: The Board may require a medical certification from eligible employees who request leave under the FMLA. Additional requests for medical certification shall be at the employer's expense and shall comply with the regulations under the Act.
9. Intermittent Leave For Planned Medical Treatment: Unpaid medical leave with FMLA benefits may be taken on an intermittent basis when the employee, the employee's spouse, child or parent has a serious medical condition and it is foreseeable that the employee will need short periods of

time off. Such intermittent leave days may be taken only when all sick leave and annual leave have been exhausted.

Intermittent leave may be taken in increments of one or more days or partial days at work. Intermittent leave will be granted, subject to the previously mentioned terms, if the health care provider certifies that it is medically necessary. The Board may require medical certification of the need, and the schedule or time of the treatment. The employee must give the Board thirty (30) days written notice of the need for the leave, if possible. If it is not possible to give thirty (30) days advance notice, the employee shall provide as much notice as is practicable.

10. Employees must exhaust all sick leave prior to taking an unpaid leave covered by the FMLA, where the reason for the leave is covered by section (B) or (C) of paragraph number 3.
11. Restoration: Upon return from an FMLA leave, the affected employee is entitled to be restored to the same position that the employee held when the leave started, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.