

NEGOTIATED AGREEMENT

between

DISTRICT SCHOOL BOARD  
OF ST. JOHNS COUNTY

and

ST. JOHNS EDUCATIONAL  
SUPPORT PROFESSIONAL ASSOCIATION

*St. Johns County School District*



*Excellence in Public Education  
Since 1869*

2011-2014

**Table of Contents**  
**SJESPA**  
**2011 - 2014**

PREAMBLE .....	3
Article II RECOGNITION .....	4
Article III RIGHTS OF THE PARTIES TO THIS AGREEMENT .....	6
Article IV PROCEDURE FOR NEGOTIATIONS .....	11
Article V GRIEVANCE PROCEDURE.....	14
Article VI GENERAL TERMS AND CONDITIONS OF EMPLOYMENT .....	18
Article VII REDUCTION IN PERSONNEL .....	28
Article VIII EMPLOYEE EVALUATION .....	29
Article IX LEAVE PROVISIONS.....	31
Article X PROTECTION OF EMPLOYEES/PERSONAL FREEDOM .....	38
Article XI TRANSFERS, REASSIGNMENTS AND VACANCIES .....	39
Article XII COMPENSATION .....	41
Article XIII INSURANCE.....	62
Article XIV EMPLOYEE VOLUNTARY SICK LEAVE BANK.....	64
Article XV TERM OF AGREEMENT.....	68
Article XVI FIRST COAST TECHNICAL-COLLEGE/CHARTER SCHOOL .....	69
MEMORANDUM OF UNDERSTANDING .....	70
CONTENTS.....	71
Appendix A Standing Committees.....	72
Appendix B Dues Deduction Form.....	73
Appendix C Grievance Form .....	75

***PREAMBLE***

THIS AGREEMENT, entered into, by and between the District School Board of St. Johns County, Florida, hereinafter called the Board, and the St. Johns Educational Support Professional Association (SJESPA), an affiliate of the Florida Education Association and the National Education Association, hereinafter called the Association, constitutes the entire Agreement between the parties.

The Board and the Association acknowledge that during the negotiations which resulted in this Agreement each had the right and opportunity to make proposals with respect to salaries, hours, terms and conditions of employment, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The Board and the Association for the life of this Agreement agree that the other party shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement, except as provided herein or by mutual consent.

However, in the event of emergency conditions where major interruptions have occurred, or can be reasonably anticipated in the normal operations of the school system, the Association agrees that the Board may take emergency corrective action. The Board agrees to immediately notify the Association of such actions and, if required, negotiate the impact of such emergency actions with the Association.

**ARTICLE I**  
***Recognition***

- A. The Board hereby recognizes the Association as exclusive bargaining representative for the following unit of employees as included in the certification instrument. Case No RC-81-007. MC-81-013. Order Number is 81E-322, issued by the Florida Public Employees Relations Commission on the 30<sup>th</sup> day of April, 1981 in matters relative to hours, wages and conditions of employment for the bargaining unit of educational support personnel employed by the St. Johns County School Board as follows:

**Included in Unit:**

All full-time and regular part-time employees as recognized by the Public Employee Relations Commission (PERC) including Aides, AV Specialists, Bus Drivers, Clerk Typists, Computer Operators, Custodians, Food Service Workers, Head Start and Pre K, Laboratory Assistants, Maintenance Mechanics, Maintenance Mechanics Helpers, Media Technicians, Paraprofessionals, Safety and Security Staff, School Secretaries, Transportation Mechanics, Transportation Mechanics Helper/Warehousemen, Transportation Parts Clerk and all other full-time and regular part-time non-certified, non-supervisory employees except as specifically excluded below.

**Excluded from Unit:**

Certificated employees, Superintendent, Associate Superintendents, Executive Directors, Directors Supervisors, Cafeteria Managers, Executive Secretaries to county-level administrators, Confidential Staff/Administrative Secretaries, Specialists and Coordinators, Bookstore Manager/Head Cashier, Finance Office Clerk(s), Programmer(s)/ Computer Technician(s), Registrar(s), Maintenance Foreman, Transportation Foreman, Inventory Auditor and one Staff/Administrative secretary assigned to each school principal. Any employee hired on a temporary basis (six months or less).

- B. The Association recognizes the Board as the duly elected representative of the people and agrees that other employees not represented by a bargaining unit will be the sole concern of the Board and/or those respective parties.
- C. The term "employee," when used hereinafter in this Agreement, shall refer to all members of the educational support personnel unit represented by the Association as defined above, and reference to male employees shall also include female employees.
- D. The term "Board," when used hereinafter in this Agreement, shall refer to the District School Board of St. Johns County, Florida and/or their designee(s).
- E. The term "Association," when used hereinafter in this Agreement, shall refer to the St. Johns Education Support Professional Association (SJESPA), an affiliate of the Florida Education Association. All rights, privileges and benefits granted to the Association in this Agreement shall be exclusively for the Association, as long as it is the certified bargaining agent.
- F. Definition of Seniority:

The seniority "date" as it applies to the various sections of the Agreement which include both school seniority and county-wide seniority shall be defined as:

1. For Regular Full-Time Employees

The most recent date of regular employment with the School Board (in any job classification whether in this unit or not) during a period with no break in service (a break in service shall be considered any period of time a person serves as a non-employee after previously being considered an employee. This may be due to resignation retirement, non-reappointment, or termination.)

- Note:
- a. Approved leave time would continue employment during the period of the leave.
  - b. Substitute and part-time does not apply in determining this seniority.

2. For Regular Part-Time Employees

The most recent date of regular part-time employment with the School Board (regardless of the job classification as above) during a period with no break in service (a break in service shall be considered any period of time a person serves as a non-employee after previously being considered an employee. This may be due to resignation, retirement, non-reappointment, or termination.)

- Note:
- a. Approved leave time would continue employment during the period of the leave.
  - b. Part-time employment seniority does not transfer to full-time employment.

- G. Should any provisions of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, the provision shall be severable and this provision or the application thereof if under any circumstance is held invalid, shall not affect any other provision of the Agreement or the application of any provision thereof. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions.

**ARTICLE II**  
***Association and Employee Rights and Duties***

A. Employee Rights

1. The parties to this Agreement hereby verify that every employee of the Board shall have the right to organize, join and support, or refrain from joining and supporting, the Association for the purpose of engaging in negotiations and other lawful activities. The parties agree that they will not encourage or discourage, deprive nor coerce any employee in the enjoyment of any rights conferred by this Agreement; that they will not discriminate against any employee with respect to wages, hours or terms and conditions of employment by reason of membership or non membership in the Association, participation in any lawful activities of the Association or collective negotiations with the Board, or institution of any grievance under this Agreement.
2. The parties to this Agreement verify that all provisions of this Agreement shall be applied without regard to membership or non-membership in the Association, race, creed, color, religion, national origin, age, sex, or marital status.
3. When an employee is required to appear before an administrator/supervisor for an "official reprimand", which will adversely affect the employee's continued employment, employee shall normally be given no less than twenty-four (24) hours written notice of such meeting and shall be entitled to an Association Representative to be present during the "official reprimand." At the request of the employee, such meeting shall be delayed until the end of the employee's workday. In the event that a condition exists where the employee should not continue to be on duty, the employee may be suspended without any delay by the administrator/supervisor provided the suspension of an employee shall be with pay, until reviewed by the Superintendent, at which time the Superintendent will decide whether employee shall be suspended with or without pay until a hearing before the Board.
4. No employee shall be prevented from wearing pins or buttons which identify membership in the Association or its affiliates.

B. Association Rights

1. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association and its affiliates as specified on an authorization form. (See Dues Deduction Authorization Form attached.)
  - a. Such authorization shall continue in effect from year to year thereafter unless revoked in writing upon thirty (30) days' written notice to the Association and the Board's Business and Fiscal Services office.
  - b. Pursuant to such authorization, the Board shall deduct such sum as authorized in equal payments as mutually agreed upon in writing by the Association President and the Chief Financial Officer.
  - c. No employee will be permitted to change the number of deductions or the amount per check deducted during the current school year (unless a request

to stop deductions is made). The amount of this deduction will be transmitted to the Association monthly.

- d. The Association agrees that the Board is expressly prohibited from any involvement in the collection of fines, penalties or special assessments, and further provides that the Association shall indemnify and save harmless the Board from any and all claims, demands, suits and costs incurred in the connection with any such claim, demand or suit resulting from any reasonable action taken or omitted by the Board for the purpose of complying with the provisions of this section.
  - e. The Association agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike or illegal activity, as defined by the laws of the state of Florida.
2. The Board agrees to provide the Association President access to a telephone for local calls or collect long distance calls related to the President's duties to be used during the workday, provided the Association agrees that the President will limit use of phones to lunch periods, before and after duty hours; however, in a justifiable emergency, the President may use phone during duty hours.
  3. The parties to this agreement verify that the Association shall have the right to post Association communications with bargaining unit members on a bulletin board or section thereof in each school/worksite or other areas designated by the administrator for employee use in a location not normally available to students.
    - a. A copy of all such bulletin board material shall be shown or provided to the administrator or his/her designee, prior to placement on bulletin board and will be signed or initialed by a representative of the Association.
    - b. Items placed on bulletin boards are to be nonpolitical in nature.
    - c. The Association agrees that the bulletin boards will be used for legal purposes in communications with the members of the bargaining unit, and that the communications will not be derogatory of the Board or Board representative.
    - d. The Association agrees that the placing of any literature on bulletin boards will be handled in such a manner as not to disrupt the operations of the school in any way.
    - e. The Association recognizes that the Board will remove any items from bulletin boards not meeting these requirements and will notify the Association representatives.
  4. The parties agree that normal Association business or activities can be conducted by individual employees of the Board only during the time the employee is not on duty. "On duty" is defined as the time that an employee is being paid by the Board provided that employee lunch periods and official breaks will not be considered "on duty" periods unless employee has a specific temporary assignment.

5. The parties agree that the Association may communicate with its bargaining unit members by placing materials in individual mail boxes when available, or in group boxes provided in individual buildings or work sites.
  - a. All such material shall be shown or copy provided to the Administrator or his/her designee, prior to placement in the boxes and will be signed or initialed by a representative of the Association.
  - b. Items placed in boxes are to be nonpolitical in nature, other than simple announcements of endorsement.
  - c. The Association agrees that the boxes will be used for legal purposes in communications with the members of the bargaining unit, and that the communications will not be derogatory of specific individuals or personalities.
  - d. The Association agrees that the placing of any literature in boxes will be handled in such a manner as not to disrupt the operation of the school in any way.
  - e. The Association recognizes that the Board will remove any item from the boxes not meeting these requirements and will notify the Association representative.
6. The parties agree that Association may communicate with its bargaining members by electronic mail provided all applicable School Board policies are followed and the following stipulations apply:
  - a. Electronic communication will be nonpolitical in nature.
  - b. The Association agrees that electronic mail communication will be used for legal purposes with the members of the bargaining unit, and that the communication will not be derogatory of specific individuals or personalities.
  - c. The Association agrees that the use of electronic mail will be handled in such a manner as not to disrupt the operation of the school in any way.
  - d. The Association agrees that electronic mail is not secure communication and is subject to open records review as called for by Florida Statutes.
7. Duly authorized representatives of the Association who are not on duty and/or are not being paid by the Board (limited to a maximum of two at any one time) who are on an official list provided to the Superintendent, after presenting written credentials to the Building Administrator or his/her designee, shall be permitted to transact official Association business on School Board property provided that no contact will be made with employees while they are scheduled to be on duty, and further provided that this shall not interfere with or disrupt normal school or School Board operations.
8. The Board agrees to open to examination to the Association any official public records (not considered confidential under Florida law) after receipt of a written request (oral request may be accepted by the Board on appropriate items) from

authorized officials of the Association, provided that no official record leaves the custody of the Board's representative and provided that if duplication of the public record is requested the Association agrees to reimburse the Board for each page of a duplicated record at the following rate: twenty-five cents (\$.25) per page for the first copy; and ten cents (\$.10) per page for each additional copy, except that the Association will be furnished one (1) copy of the approved School Board minutes at ten cents (\$.10) per page. Charges for computer printouts will be based on reasonable cost determined by the Board, with up to two (2) free printouts in preparation for negotiations.

9. The Association shall have the right to use school buildings for meetings for nonpolitical activities when employees are not on duty, provided that:
  - a. The use of the buildings be cleared with the principal at the school facility to be used.
  - b. The principal shall be informed in advance of any such meeting.
  - c. The principal shall have the ability to schedule the area within the building where the meeting is to be held.
  - d. Any additional expenses incurred by the use of the facility shall be paid by the Association.
10. The Board agrees that the Association may contract with any school center at the option of the principal or the building administrator for the following services: use of typewriters, duplicating equipment and audio visual equipment, and computer technology at times when such equipment is not in use or scheduled for use, provided:
  - a. All costs as contracted for these services are paid by the Association, including damage or loss of equipment.
  - b. No employee of the Board will engage in any work on this equipment for the Association during his/her duty hours.
  - c. No equipment is to be removed from the school center.
  - d. No equipment will be used for political purposes.
11. When it is necessary for the Association president, or representative of same, to engage in Association activities, he/she shall be granted personal leave without pay. Such leave shall be granted for no more than twenty (20) days per school year and he shall receive all the fringe benefits he is entitled to. In addition, the Association President or his/her designee shall be entitled to twenty (20) days each year for Association business without loss of compensation provided the Association will reimburse the Board for all costs involved. Leave without pay, or an adjusted workday (as provided in Article VI, Section V) shall be granted the Association President, or designee, for the purpose of attending all regular or special School Board meetings.

12. Up to ten (10) employees who are Association representatives will be allowed to have the choice of appropriate leave without pay (or "personal leave with pay")\* or granted temporary duty elsewhere to serve as delegates to the Association's annual meeting. The Association will reimburse the Board for all costs for any required substitutes, overtime pay or other pay at the established rate to complete the duties of the employees granted temporary duty elsewhere. Travel and per diem will be the responsibility of the Association. The purpose of this leave will be indicated on leave request to attend the annual meeting.
13. All rights in this contract granted the Association as the bargaining agent are exclusive to the Association.

\*See Personal Leave (with pay) under leave provisions of this Agreement.

ARTICLE III  
Board's Rights and Responsibilities

- A. The Association agrees that it is the right of the Board to determine, with the stake holder input, the purpose of each of its schools and educational programs, 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 for just cause because of the lack of work or for other legitimate reasons.
- B.. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Florida School Laws or any other laws or regulations, including the right to manage and direct work forces, including hire, promote, suspend, discharge, and demote employees; transfer employees; assign work including extracurricular duties to employees;; determine the size of the work force and to lay off employees; except rights which are clearly and expressly relinquished in the Agreement.
- C. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement.
- D. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board.
- E. The executive management and administrative control of the school system and its properties, facilities, equipment and the activities of its employees during employee working hours are vested exclusively in the Board, except as expressly provided otherwise in the Agreement.
- F. It shall also be the sole right of the Board to hire all employees and, subject to the provision of the law, to determine their qualifications.
- G. Officials of the Board will retain the right, in accordance with applicable laws, regulations, and rules to take whatever actions may be necessary to carry out the responsibilities of the Board in situations of emergency. Thos emergency rights and responsibilities are exempt from any grievance and negotiation.

**ARTICLE IV**  
***Procedure for Negotiations***

- A. Each party to negotiations shall select its negotiation representatives and empower them with the authority to negotiate and come to a tentative agreement for the purpose of an agreement to be submitted to the members of the bargaining unit for majority ratification and to the Board for its approval. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the members of the bargaining unit, and by a majority of the Board.
- B. Both parties agree to meet at reasonable times and places to reach agreement in accordance with Florida Statute 447. During the course of negotiations the parties agree to make proposals and counter proposals. Articles or groups of articles (packages) tentatively agreed to shall be initialed by each party and dated.
- C. During the course of any negotiations described in this Article, the parties mutually pledge that such negotiations shall be conducted in good faith. If either party determines that the differences of position are so serious that further negotiations seem impossible of producing a satisfactory agreement, then either party may invoke the impasse machinery that is provided in Florida Statutes. Any cost involved shall be shared equally by the Board and the Association. Each party will be responsible for its own individual cost including transcripts, secretarial service, witnesses, etc.
- D. Both parties to negotiations recognize the Board as the duly elected representative of the people. The Association agrees to negotiate only with the Board, through the chief executive officer or his/her designee. The Association agrees that neither it, nor its members or agents, will attempt to represent in any negotiations or grievances, the interests of anyone other than the members of any P.E.R.C. certified bargaining units.
- E. Negotiations shall begin not later than sixty (60) days prior to expiration date of current Agreement unless both parties agree to an alternate date. Meetings shall be scheduled at reasonable times and location as mutually agreed to by both parties.
- F. Negotiating sessions will be scheduled after employee duty hours in order not to conflict with employee's assigned duties. In extraordinary circumstances, by mutual agreement of Chief Negotiators of both parties, negotiations may be conducted during employee duty hours. When negotiations are mutually scheduled during regular work hours, official leave with pay shall be granted for the Association negotiating team.
- G. Each party prior to negotiations shall select its negotiation representatives and empower them with the authority to negotiate and come to tentative agreement for the purpose of an agreement to be submitted to the members of the bargaining unit for majority ratification and to the Board for official approval. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the members of the bargaining unit voting.
- H. The distribution of copies of the finalized, official Agreement to the bargaining unit members will be the responsibility of the Association. Cost of the initial reproduction of this Agreement will be shared equally by both the Association and the Board. The number will be determined annually by a committee of two (2) consisting of one (1) representative from each team, based on need. Every effort will be made to publish via technology.

- I. The Association and district agree to establish standing and working committees. The committees are listed in the appendix. The Association President will appoint the Association members and the district Chief Negotiator will appoint the district members unless membership is designated under other articles within the negotiated agreement.
  
- J. In preparation of this document for final form and reproduction, it is agreed that without any change of content, the format and article number may be changed for proper continuity. Appropriate headings and indexing will be included.
  
- K. This Agreement constitutes the sole and entire existing Agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions or employment which shall prevail during the term of this Agreement. The Board shall deal with all matters not expressly covered by this Agreement through the exercise of its management rights, provided upon mutual agreement the parties may amend this Agreement through the negotiating process. Should such a meeting result in a mutually acceptable amendment to this Agreement, then the amendment shall be subject to ratification by the members of the bargaining unit and the Board. If there is no mutually acceptable amendment, the Agreement would continue as previously ratified.

**ARTICLE V**  
***Grievance Procedure***

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise concerning this Agreement. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate.
  
- B.
  - 1. The term "days" when used in this Article shall mean normal employee workdays.
  - 2. "Employee" shall mean a member of the bargaining unit.
  - 3. "Administrator" shall mean immediate supervisor, principal of the school or supervisor of a work center, or their designee.
  - 4. "Grievant" shall mean employee.
  - 5. A grievance shall be an alleged violation, misapplication or misinterpretation of the expressed terms of this Agreement.
  
- C. All grievances shall be brought to the attention of the appropriate principal or supervisor within fifteen (15) workdays of the incident or they will not be considered.
  
- D. A formally written grievance shall contain the following:
  - 1. Signature of the grievant;
  - 2. Grievance shall be specific and related to contractual provisions alleged to have been violated;
  - 3. A synopsis of the facts giving rise to the alleged violation must be included;
  - 4. The section or subsections of this contract alleged to have been violated is to be listed;
  - 5. It shall contain the date of the alleged violation;
  - 6. It shall specify the specific relief requested.
  
- E. When the presence of an employee or a key witness at a grievance hearing is requested by either party, illness or other incapacity of the employee or key witness shall be grounds for any necessary extension of grievance procedure time limits.
  
- F. If hearings and conferences are scheduled by the administrator during working hours, all employees whose presence is required shall be excused from duty with pay while in attendance.
  
- G. Any investigation or other handling or processing of any grievance shall be conducted so as to result in minimal interference with or interruptions of the grieving employee's assigned duties. Other employees will not be involved in the process while on duty unless under the provisions of F above.

- H. All employees shall have the right to file grievance under this Agreement without regard to membership, or non-membership, in the Association. All employees shall have a right to Association representation at all levels of this procedure in accordance with Association policies.
- I. All grievances must be processed through the grievance procedure, and after the grievance is filed, it shall be amendable only by mutual consent of the Board and the Association and may be withdrawn by the grievant.
- J. It is expressly agreed that the following matters shall not be the basis of any grievance filed under the procedure outlined in the Article.
  - 1. The failure to reemploy any annual or probationary employee.
  - 2. The placing of a annual employee on a fourth year probation.
  - 3. The failure to employ or reemploy to a position on the extra-duty schedule involving a supplement.
  - 4. Any matter involving substance (content) of employee evaluations.

K. Informal

An attempt shall be made to resolve any grievance in informal, verbal discussion between grievant and employee's administrator. Within fifteen (15) workdays of the time a grievance arises, the employee will present the grievance to employee's administrator. Within ten (10) workdays after presentation of the grievance, the administrator will give an answer orally to the employee.

Note: Oral statements made in the informal complaint conference shall not be recorded by either party.

L. Formal

**Step One:**

If for any reason the grievance is not resolved informally, the employee must, within five (5) workdays after receipt of the administrator's oral answer or twenty (20) workdays from the alleged violation, submit to the administrator a signed written statement of grievance on the official grievance form provided in the negotiated agreement. The statement of grievance shall name the employee involved, state the facts giving rise to the grievance, identify all the provisions of this Agreement alleged to have been violated by appropriate reference, state the contention of the employee with respect to these provisions, indicate the specific relief or remedy requested, and shall be dated and signed by the employee involved. The administrator shall give the employee an answer in writing no later than five (5) workdays after receipt of the written grievance, with a copy to the Superintendent and the Association.

**Step One-A: (For First Coast Technical College employees only)**

Unless the parties agree to adopt the report of the administrator, it may be submitted to the President and Board of the First Coast Technical College within five (5) workdays of the Step One report. The President, or designee, and the aggrieved employee, and his/her representative(s) shall meet within a reasonable time, not to exceed five (5) workdays in an

attempt to resolve the matter. The President shall communicate his/her decision, in writing, to the aggrieved employee and the Association within five (5) workdays after the hearing.

**Step Two:**

Unless the parties agree to adopt the report of the administrator, it may be submitted to the Superintendent or his designee within five (5) workdays of the Step One report. The Superintendent, or his designee, and the aggrieved employee, and his/her representative(s) shall meet within a reasonable time, not to exceed five (5) workdays in an attempt to resolve the matter. The Superintendent shall communicate his decision, in writing, to the aggrieved employee and the Association within five (5) workdays after the hearing.

**Step Three:**

Within ten (10) days after receiving the decision of the Superintendent, an appeal from the decision may be made to the Board. It shall be in writing and accompanied by a copy of the decision at Step Two. No later than twenty (20) workdays after receiving the appeal, the Board shall hold a hearing (or may exercise the option of going directly to arbitration in Step Four within 15 days after receiving appeal) on the grievance at a regular or special meeting.

All those listed in Step One shall have a right to participate in this step. Within ten (10) workdays after the hearing, the Board shall communicate its decision in writing, and state its reasons to the Association and the aggrieved employee.

**Step Four:**

If the grievance is not resolved satisfactorily to the Association after consideration by the Superintendent in Step Two, or the Board in Step Three, the grievance may be submitted to arbitration if a request is made for arbitration within ten (10) workdays.

A request for an arbitrator will be made to the American Arbitration Association within ten (10) workdays. The parties shall select an arbitrator from A.A.A. in accordance with its rules, and whose rules shall likewise govern the arbitration proceedings.

- M. The fees of the arbitrator shall be borne equally by both parties hereto. All other expenses of arbitration, such as cost of transcripts, etc., shall be borne by the requesting party. Employees subpoenaed by the arbitrator will receive no loss of pay for the time required as witnesses.
- N. When grievance meetings and arbitration proceedings are held during employee work hours, up to ten (10) grievant(s), witness(es) and Association representative(s) whose presence is required shall be excused with pay from their normal duties. If the Association indicates that more than ten (10) witnesses are needed, every effort will be made to schedule the meeting beyond the employee workday.
- O. The arbitrator shall have no power to alter, add to, subtract from, disregard or modify any of the terms of the Agreement.
- P. The arbitrator's powers shall be limited to deciding whether the express articles of this Agreement have been violated, misinterpreted or misapplied.
- Q. The arbitrator's decision, when following procedures set forth in the Agreement, shall be final and binding on the Association, its members, the employee and the Board. Neither the Association nor any member of the bargaining unit shall attempt any other means to bring about the settlement of any grievance, until all steps of the grievance procedure have been completed.

- R. All grievances must be initiated within fifteen (15) workdays from the time the alleged violation was said to have occurred. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation that he may have received during the period of the back pay.
- S. Any grievance which arose prior to the effective date of this Agreement shall be processed through the procedure in effect at the time of the grievance.
- T. If the grievance arises from an action of authority higher than the principal of a school, the employee may present such grievance at Step Two of this procedure.
- U. If a grievance affects employees at more than one school/work site, the Association President/Designee may file a class action grievance at Step Two of this procedure. The Association President/Designee may also file at Step Two a class action grievance of any alleged violation, misapplication or misinterpretation of rights specifically granted the Association in this Agreement. Any class action grievance will be signed by the Association President.
- V. If the same grievance affects more than one employee at the same school/work site, an Association Building Representative may file a class action grievance on behalf of the employees at Step One of this procedure.
- W. Separate grievances filed under this Agreement which do not qualify as "class action" under U. and V. above will be handled separately and not combined for arbitration.
- X. Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.
- Y. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee to lodge an appeal at the next step of this procedure, but any grievance not advanced from one step to the next within the time limits of that step, shall be deemed resolved by the Administrator or the Board's answer to the previous step.

**ARTICLE VI**  
***General Terms and Conditions of Employment***

- A. ANNUAL EMPLOYMENT STATUS– Effective this Agreement, all employees shall serve a three (3) year probationary period which may be extended to four (4) years when prescribed by the Board and agreed to in writing by the employee, and then shall be considered a permanent employee. All employees covered by this Agreement (who have been employed for the length of the probationary period) on its effective date will be past their probationary period and will be permanent employees.
1. PROBATIONARY STATUS: New employees hired in the bargaining unit shall be on **probationary status** for the first six (6) months. During this period the probationary employee may be dismissed at any time. After the first six months of employment an employee may be non-renewed at the end of any employment year or for just cause any time during the year for reasons including, but not limited to the following:
- a. Violation of a of the School Board Rules of St. Johns County.
  - b. Violation of work rules.
  - c. Gross insubordination – refusal to follow a proper directive, order or assignment from a supervisor.
  - d. Immorality.
  - e. Misconduct in office.
  - f. Incompetence.
  - g. Willful neglect of duty.
  - h. Drunkenness.
  - i. Possession of, sale of, intent to sell, dispensing of, or being under the influence of any illegal substance.
  - j. Sexual harassment of any employee, student, or other individual.
  - k. Conviction of any crime involving moral turpitude.
  - l. Endangering the health, safety or welfare of any student or employee of the District.
  - m. The conviction of a felony in the State of Florida or notice of conviction of a substantially parallel offense in another jurisdiction.
  - n. An act committed while off duty, which adversely affects the employee's performance of duties, or disrupts the operations of the District, its schools or other facilities.
  - o. Improper use of leave.
  - p. Failure to perform work-related assigned duties.
  - q. Intentional or negligent damage to School Board property.
  - r. Unethical use or administration of test materials.
  - s. Failure to report to work.
  - t. Theft.
  - u. The act of job abandonment, in being absent from work for three (3) consecutive days, without proper notification to the immediate supervisor or designee
  - v. Other infractions as set forth from time to time in writing and disseminated by the Superintendent.

2. An employee shall be notified in writing if not rehired for the following school/fiscal year not later than ten (10) workdays prior to the end of the contract date for the current school/fiscal year.

An employee non-renewed may make a written request no later than ten (10) days after the end of the employee contract for a hearing with the Superintendent or his designee. After hearing arguments and receiving evidence from the affected employee and/or his representative, the Superintendent will either uphold the preceding action or recommend reemployment, and notify the employee in writing within 10 workdays. The decision of the Superintendent will be final.

B. **CONTINUOUS EMPLOYMENT STATUS** – Continuous employment status may be granted to an employee who has completed three successive years of service in the District and has been recommended by the Superintendent and reappointed by the School Board based on successful performance of duties and demonstration of competence in the job assignment.

1. The continuous employment status shall be effective at the beginning of the school/fiscal year following completion of all requirements.
2. The period of service provided herein may be extended to four years when prescribed by the principal/supervisor and agreed to in writing by the employee.
3. An employee holding continuous employment status may be non-renewed when the principal/supervisor charges the employee in writing of performance deficiencies which may result in non-reappointment if not corrected within a specified time. The notice will include:

- 1 = Notice of deficiencies.
- 2 = Explanation of deficiencies and suggestions for corrections.
- 3 = Assistance rendered to correct deficiencies.
- 4 = Time for alleged deficiencies to be corrected.

4. An employee may be non-renewed, suspended, dismissed or returned to probationary status at any time during the year for reasons including, but not limited to the following:
  - a. Violation of a rule of the School Board of St. Johns County.
  - b. Violation of work rules.
  - c. Gross insubordination – refusal to follow a proper directive, order or assignment from a supervisor.
  - d. Immorality.
  - e. Misconduct in office.
  - f. Incompetence.
  - g. Willful neglect of duty.
  - h. Drunkenness.
  - i. Possession of, sale of, intent to sell, dispensing of, or being under the influence of any illegal substance.
  - j. Sexual harassment of any employee, student, or other individual.
  - k. Conviction of any crime involving moral turpitude.
  - l. Endangering the health, safety or welfare of any student or employee of the District.

- m. The conviction of a felony in the State of Florida or notice of conviction of a substantially parallel offense in another jurisdiction.
- n. An act committed while off duty, which adversely affects the employee's performance of duties, or disrupts the operations of the District, its schools or other facilities.
- o. Improper use of leave.
- p. Failure to perform work-related assigned duties.
- q. Intentional or negligent damage to School Board property.
- r. Unethical use or administration of test materials.
- s. Failure to report to work.
- t. Theft.
- u. The act of job abandonment, in being absent from work for three (3) consecutive days, without proper notification to the immediate supervisor or designee
- v. Other infractions as set forth from time to time in writing and disseminated by the Superintendent.

An employee with continuous employment status recommended for non-renewal, suspension, termination and/or return to probationary status may file a grievance at Step Two of the Formal Grievance Procedure. Such request shall be submitted in writing to the Superintendent within fifteen (15) working days of receipt of notification of the action being taken.

- 5. In the event the number of employees is reduced on a district-wide basis, continuous employment status for an employee will only be applicable as specified in the reduction in personnel procedure of this Agreement.
- C. Absence of an employee without proper leave, under the terms of this Agreement, is grounds for dismissal.
  - D. The beginning and ending of the regular workday or duty assignment may be varied to meet the requirements of each work center. The length of the regular full-time employee (except bus drivers) work day will range from five (5) to eight (8) hours per day, based on the level and amount of service required by the board to operate the school system. The length of the regular full time employee workweek will be from twenty-five (25) to forty (40) hours. No change in the length of the normal work week will occur during the school year unless the change is for just cause or as a result of the reduction of force procedure outlined in this agreement. When 12-month employees go to a four-day workweek, the daily hours will be adjusted to equal the current hours of the normal workweek.
  - E. The minimum length of regular full-time employees normal work week and length of the work year will be established by the employees administrator and approved by the Superintendent prior to the beginning of each school year. Thereafter, no change in the length of the normal work week will occur during the school year unless the change is for just cause or as a result of the reduction of force procedure outlined in this agreement.

F. The minimum length of regular full time employees normal work year including paid holidays shall be:

Bus drivers	188 Days	including 6 Paid Holidays
Cafeteria	188 Days	including 6 Paid Holidays
10 Months	196 Days	including 6 Paid Holidays
	12 Months	252 Days including 12 Paid Holidays

G. Present employees who are scheduled to work less than 25 hours per week, are part-time employees, are not entitled to the fringe benefits conveyed by this Agreement.

H. The regular duty-free lunch period for each fulltime employee shall be part of the employee's workday and shall be followed as outline below.

1. Fulltime employees assigned to work continuously between 5 and 6.9 hours per day shall be entitled to a twenty (20) minute lunch period.
2. Fulltime employees assigned to work continuously for 7 or more hours per day shall be entitled to a thirty (30) minute lunch period.

Fulltime employees who work less than their schedule work hours shall not forfeit any scheduled break times or lunch period that occurs during the portion of the day in which they are on duty.

I.. Regular employees assigned to school/instructional centers, during the regular school year, shall be granted a lunch break, of which thirty (30) minutes will be duty free with pay and thirty (30) minutes of unpaid leave on preplanning, post-planning and teacher planning work days when school lunch rooms are not in operation. If the employee takes a sixty (60) minute lunch break, the employee will extend their work day by 30 minutes.

J. The employee work day shall be devoted to tasks assigned by the Board or appropriate designee, utilizing the approved job description and normal assignments of the principal/supervisor, performing the standard of services determined by the Board in exercising control and discretion over its organization and operations.

K. The Board shall provide all safety items required by Florida law. Employees are required to furnish all personal items of clothing not provided under the terms of this agreement as needed to effectively carry out their assigned responsibilities. The Association will encourage all employees to work safely, using all proper safety procedures. See Article X(A1).

L. Both the Association and the Board recognize that the employee workday is specifically for performing duties and assigned responsibilities.

M. It is the specific responsibility of each employee to be skilled and knowledgeable in the job for which they are employed to perform in the approved job description. When the skills of the job change, the Board will provide at no cost to the employee the upgrading on-the-job training, with the understanding that the employee is responsible to fully participate in training while on duty. If state licensing is required the board will reimburse the employee for actual cost of the examination upon successful completion of the examination.

N. The cost of all physical or mental examinations required by the Board for continued employment shall be paid by the Board provided:

1. The Board shall select the physician or agency to perform the examination and, at the board's option, schedule the appointment. An alternate date will be given for drivers who cannot meet the scheduled date; however, it is the sole responsibility of the driver to complete his/her physical examination no later than ten (10) working days prior to the first day of school.
  2. Failure of the employee to report for the scheduled appointment may be grounds for disciplinary action.
  3. The Board shall have the right to use the results of the examination. Results of all physical and mental examinations shall be considered confidential.
- O. The Board agrees to furnish and maintain all required common-use tools or equipment (excluding personal-use tools). Uniforms will be provided as outlined under the Compensation Article.
1. The principal or supervisor shall determine which tools or equipment are personal-use tools
  2. The Board shall determine which tools or equipment will be purchased and/or used.
  3. The principal or supervisor shall determine the extent of maintenance needed for the tools or equipment.
  4. Employees using any tools or equipment furnished by the Board will be personally responsible for replacing any items they damage due to negligence or improper use, misplace or lose. Stolen items, where employee took all reasonable measures to protect same, will not be considered misplaced or lost if properly reported to principal or supervisor and to Law Enforcement agency where the incident occurred.
  5. Employees shall be responsible for taking care of tools or equipment they use, keeping them clean and in good routine repair.
  6. Any problems with common used tools and/or equipment will be reported to the supervisor or principal, in writing.
  7. Employees who have been furnished uniforms as outlined in the Compensation Article must wear their uniforms at all times while on duty unless approved by the employees' immediate supervisor in advance.
  8. Employees who have been furnished uniforms will be responsible for keeping them clean and in good repair.
- P. Emergency Calls: Employees will be furnished, at the option of the Board, a vehicle for emergency calls required by the Board. Any employee required to return to duty on an emergency call and not furnished a Board vehicle shall be paid round-trip mileage from the home of the employee to the location of the emergency provided:
1. The rate of pay for mileage will be based on current rate in effect for School Board Employees.
  2. All required forms or documents shall be completed by employee.

- Q. First aid kits shall be furnished by the Board, as appropriate, for each work site, cafeteria and selected vehicles. Employees are responsible to notify the principal or supervisor in writing of any location where first aid kits are apparently missing for final action of the principal or supervisor.
- R. Break time is to be scheduled by the principal/supervisor and shall be outlined as follows:
1. Full time employees assigned to work continuously between 6 and 6.9 hours per day shall receive one (1) ten (10) minute break per day. This break time may be contiguous to the employee's lunch period if agreed upon by the employee and the principal/supervisor.
  2. Fulltime employees assigned to work continuously for seven (7) or more hours shall receive two (2) ten (10) minute breaks per day, one in the morning and one in the afternoon or as assigned by the supervisor. This break time is **not** to be contiguous to the employee's lunch period.

Employees that do not work a full day shall forfeit any regularly scheduled break times or lunch period that occurs during the portion of the day in which they are not on duty.

- S. The principal or supervisor may provide, if in his/her opinion it is justified, an adjusted work day within employee's regular work week to accommodate the needs of the employee or the school system, provided a record keeping system as determined by the principal/supervisor, or as required by the Board, will be utilized by the employee to assure accurate records and meet auditing requirements.
- T. Job descriptions will be available from principals or supervisors for employees who request same. The board shall provide all new employees a copy of the current job description and updated changes will be provided as appropriate.
- U. Inservice activities and workshops related to employee's job description may be available to employee, provided:
1. The employee is to attend on their off-duty time unless scheduled or assigned to attend by employee's principal or supervisor.
  2. Nothing in this Article relieves the employee from the responsibility of being proficient in performing his/her assigned duties and responsibilities.
  3. Inservice points earned by the employee shall be kept on file by the Director for Staff Development and available upon written request of the employee.
- V. Inservice Non-Certified Education Council
1. The Association president or designee should serve as a member of the county-wide non-certified education council, which shall consist of equal representation from the St. Johns Educational Support Professional Association and non-certified management. The non-certified education council should consist of no less than a total of ten (10) employees.
  2. The Non-certified education council, comprised of equal representation of SJESPA members and the non-certified management, will make advisory recommendations to the appropriate representative of the Board regarding inservice programs based on

expressed needs of non-certified staff. The recommendations will also include consideration of available funding for inservice programs in the county.

3. The Board will make final approval of individuals to serve on the Non-Certified Education Council. No other committee will be established to assume any of the responsibilities of the county-wide Non-Certified Education Council.

W- Employees will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of the Agreement. Compliance with such directives will not in any way prejudice the employees' right to file a grievance under the grievance procedure of the Agreement, nor shall compliance affect the ultimate resolution of the grievance.

*Specific Working Conditions (Additional to General Terms and Conditions)*

A. Bus Drivers

The primary responsibility of bus drivers is the safe transportation of students. The primary job assignment is transportation of students to and from school. Field trips are a secondary job assignment.

Regular full time bus drivers are guaranteed twenty-five (25) hours per week or five (5) hours per day for less than a normal workweek. Bus drivers assigned to field trips will receive their regular hourly rate during driving time and will be paid minimum wage while on non driving duty time.

1. Should the driver consider any portion of his/her route hazardous, the driver shall report such hazard in writing to the Director of Transportation, who shall investigate and determine what action should be taken regarding alteration of said route as a result of such hazard. The driver shall be notified in writing within fifteen (15) workdays of action taken.
2. In a justifiable emergency, a driver shall have the right to temporarily alter his/her route provided:
  - a. All safety procedures are followed.
  - b. Driver is responsible to see that students are transported to proper destination when possible.
  - c. Written report will be made immediately or as soon as possible, stating:
    - (1) Specific details of route alteration.
    - (2) Justification for route change.
    - (3) Failure to file report may result in disciplinary action.
3. Discipline forms shall be furnished to the bus driver by the Director of Transportation and/or principal and shall be kept on the bus. Five part forms are to be used to report unruly students. The bus driver retains part 5, part 4 of this properly completed form will be given to the Director of Transportation, parts 1-3 will be given to the principal. After action by the principal, part 3 will be returned to the bus driver, part 2

to the Director of Transportation, and the principal will keep the original or part 1. Response time to the driver on this process should normally not take more than three (3) workdays. The bus driver's recommendation of action will be considered by the principal in determining action taken. It is the responsibility of the driver to be knowledgeable of the progressive assertive discipline plan.

The parties agree that the Student Conduct Code shall be enforced on school buses in the same manner as any other school property including school buildings. All drivers shall be furnished a copy of the Student Conduct Code at orientation prior to the start of each school year when possible or no later than ten (10) work days after the beginning of the students' school year. It is the responsibility of the driver to read the Student Conduct Code, be knowledgeable of the contents, and act accordingly.

4. Rules for bus conduct shall be furnished by the Board and shall be posted in a location designated by the Director of Transportation on each bus by the driver of the bus. The bus driver will, at the beginning of each school year and then as needed, review the posted rules with the students riding the bus.
5. Drivers desiring to be assigned to drive on field trips shall submit their request on forms provided by the Director of Transportation. Field trips shall not interfere with regular assigned routes. For the purpose of this paragraph, regular assigned activity and midday runs are considered to be part of the regular assigned route. Two master lists for each transportation zone, according to alternating seniority, shall be established from names on these forms for use by the Director of Transportation in making assignments. One list will be for trips during the normal workday. (For the purpose of this paragraph the normal workday shall end with the completion of the driver's regularly assigned route.) One list will be for trips which require after normal workday hours. Each list will be completely independent of each other.
  - a. These points will be assessed to the driver upon completion of the field trip. From this point, trips will be distributed to the next available driver with the least amount of points. Should a driver turn down a field trip, he or she will be assessed the points along with the driver that actually took the trip. Points will be assessed to any driver for cancellation or turndowns.

For portions of an hour assessment of points shall be as follows:

1 minute driving time = .2 points

1 minute waiting time = .1 point

- b. Transportation zones will be established by the board, based on major school population/geographical areas and specialized schools. Specialized schools: First Coast Technical-College (formerly First Coast Technical Institute) and The Webster School wheelchair/handicapped runs shall be classified as specialized schools.
- c. Drivers whose regular route interferes with a field trip will be passed over for such trip; and no points assessed.
- d. With approval from the Director of Transportation, drivers shall be able to cross geographical/school population zones when no driver within that zone is available for a field trip. Drivers who are assigned a trip in a

geographical/school population zone outside of their assigned zone shall be compensated for an additional one-hour driving time.

- e. It is the Drivers' responsibility to keep the transportation department informed of their current telephone number for the purpose of notification of field trip assignment.
- f. In the event a driver arrives at the originating point for an assigned field trip and the trip is canceled, the driver shall be paid one (1) hour driving time wages.
- g. In instances where a bus driver is not available from the appropriate list or in emergency situations, the Director of Transportation will assign a qualified driver.
- h. Drivers will normally not be assigned to trips which cause them to work more than 40 hours within a workweek.
- i. Should a driver be added to the field trip board/boards after the initial sign-up period, that driver's name shall be entered at the bottom of the list and points equal to the highest points earned on that list shall be assessed that driver.
- j. When a driver is required to spend the night, he/she will be provided a single room for the overnight stay.

NOTE: The committee consisting of three (3) Association representatives and three (3) representatives of the Board established in order to implement experimental ideas for improving the field trip procedure shall continue to meet. Based on sufficient consensus of the committee the ideas will be implemented for feasibility studies and the results reported back to the bargaining teams.

- 6. The appropriate principal shall notify the bus driver of students assigned to his/her bus who have been suspended.
- 7. When it is necessary for a student to ride a bus other than the regular assigned bus, or be allowed to depart the bus at a stop other than the regular assigned stop, a form from the principal's office authorizing the change will be provided to the driver.
- 8. Failure of a bus driver to notify the Director of Transportation of suspension or revocation of his/her license (personal, CDL or state bus driver) shall be grounds for disciplinary action, up to and including discharge.
- 9. A training program for all bus drivers will be established by the Board.
- 10. All buses will normally be equipped with two way radios for official use as outlined and authorized under procedures developed by the transportation department. Under no circumstances will they be used for personal or unauthorized transmissions.
- 11. If a bus driver has any concern relating to the action or inaction of any aide and/or other employee assigned to his/her bus, the driver shall file a written report to the Director of Transportation with a copy to the immediate supervisor of the individual involved.

12. Nothing in this agreement prohibits the School Board from using other qualified employees or volunteers to drive school buses.
13. All buses shall be equipped with gloves, mouth breathing apparatus and necessary supplies for containment and/or clean up of body fluids (blood, vomit, etc.)
14. The established average time for required inspections, cleaning, fueling, and other responsibilities of the bus driver will be included in the work day/work week for pay purposes.

B. School Bus Compounding

All school buses will be compounded (parked) at a St. Johns County School District facility when not transporting school children. The following will apply:

- The facility for each bus to be compounded will be designated by the Transportation Department.
- The buses will be parked at the designated facility when not transporting students including overnight, weekends, holidays, and between runs.
- All compounding locations will be secure with appropriate lighting and fencing. The compound area will provide to the extent possible the security of the driver and other affected personnel.
- The designated parking facility between runs may be a different district facility than the regularly established facility, but must be approved by the Director of Transportation.
- Transportation employees who work at a St. Johns County School District facility between runs may park their bus at that location while working between runs with approval of the Director of Transportation.
- Parking at any other location other than the regularly established facility must be only in an emergency situation. Bus drivers that park at a location other than a district facility because of an emergency must notify the Transportation office or supervisor immediately. The Transportation Department cannot approve request for personal reasons to deviate from this plan.
- Employees that violate this plan will be in violation of work rules [see Article VI(A)(1)(b)] and subject to disciplinary action.

**ARTICLE VII**  
***Reduction in Personnel***

- A. In the event the Board determines that the work force must be reduced due to decrease of work, lack of operating funds, or other economic and/or efficiency reasons, the Board will give written notice to the employees affected. The district and the Association will meet to interpret the following language before notification of employees. The order of reduction shall be:
1. Probationary employees, by seniority (as defined on page 3) within the same job classification, salary schedule and assignment within job classification.
  2. Regular employees, by seniority (as defined on page 3), within the same job classification, salary schedule, and/or specialized duty assignment, requiring specific knowledge or skills applicable to a specific duty assignment.
  3. The following job classifications are not considered specialized duty assignments as outlined above: paraprofessionals (with the exception of paraprofessionals assigned to the Exceptional Student Education Program), food service workers, custodians, elementary/secondary school level clerk typists.
- B. When a RIP occurs, employees affected will be offered an interviewed for any known vacancy within the county system for which they are qualified.
- C. When employees are to be recalled, the Board shall determine the number of positions rehired, and in filling these jobs employees who have been RIPed will be recalled first in reverse order of seniority by job classification and/or specialized duty assignment for which they are qualified.
- D. Employees will be recalled as outlined above for eighteen (18) months from date of RIP as follows:

Notice of recall to work shall be addressed to the employee's last address appearing on the personnel records of the District Office, by certified mail, return receipt requested. Within five (5) work days from date of receipt of such notice of recall, the employee shall notify the Executive Director of Human Resources, in writing, whether or not he desires to return to the job for which recalled. In the case of failure to reply, or if there is no desire to return to such work, the employee shall forfeit all of his/her seniority and all rights to recall. Otherwise, the employee shall report for such work within ten (10) workdays from the acceptance date of the recall notice. In the event the employee shall fail to report to work within the time specified above, seniority and all other rights to recall shall be forfeited.

**ARTICLE VIII**  
***Employee Evaluation***

- A. The parties agree that the board has the responsibility and right to evaluate its employees. A Board approved form will be used for evaluation of support personnel, which will include strengths and weaknesses with appropriate recommendations of identified needs for improvement of job performance. Any addendum to the Board approved form shall be used district-wide for all employees within the same job or group of job classifications.
- B. Each employee shall receive no less than an annual evaluation by his/her supervisor or principal.
  - 1. Probationary employees shall be evaluated by their principal/supervisor during their first three (3) months of employment.
  - 2. After completion of this probationary period, each employee shall be evaluated annually by the principal/supervisor by April 30th.
  - 3. In instances where the evaluation includes areas of required specific performance improvement, the evaluator shall provide the employee with written specific improvement details and a specified time line of when the improvements are expected. Failure of the employee to make the improvements within the time specified will result in disciplinary action up to and including termination.
- C. Following any written evaluation of an employee, the employee will receive a copy of the evaluation, signed by the principal or supervisor.
- D. By April 30th, the employee shall sign this evaluation with the understanding that the signature of the employee does not necessarily indicate concurrence with the evaluation, but indicates the employee has been given a copy of the written evaluation.
- E. The employee shall have the right to respond in writing, and have said response attached to the evaluation form for inclusion in the employee's personnel file.
- F. The Board agrees that evaluations are personal and shall be handled in a confidential manner.

Personnel Files

- A. Although the Board agrees to protect the confidentiality of personal references and other similar documents to the extent permitted by applicable state and federal laws, an employee shall have the right to review contents of his/her personnel file and to receive copies. An employee shall be entitled to have a representative accompany him during such a review.
- B. Material derogatory to an employee shall not be placed in his/her personnel file unless the employee has an opportunity to review, sign and date said material. The employee shall have the right to respond in writing to such material for attachment and inclusion in the personnel file.
- C. All evaluations of an employee shall be concluded prior to severance, when the employee has given the board a two-week notice of resignation.

- D. Failure of an employee to sign and date material presented to them for inclusion in his/her personnel file may be grounds for disciplinary action.

**ARTICLE IX**  
***Leave Provisions***

Leave is permission, granted in advance by the Board, for an employee to be absent from his/her duties for a specific period of time with the right of returning to employment upon expiration of the leave as outlined under this Agreement. The employee must supply a reason for the leave request. With the exception of military leave, all types of leave are granted at the discretion of the Board. An application must make clear an acceptable purpose (except Personal Leave with Pay) for which the leave will be used before approval will be granted. Leave must be officially granted in advance and may not be granted retroactively.

Sick leave and personal leave for verified emergency purposes as defined in this Agreement are considered to be granted in advance if the employee properly notifies his/her supervisor and submits a completed request form to the proper authority promptly on the day of return to work.

All requests for leaves must be signed by the employee, recommended by the appropriate supervisor and approved by the Superintendent under the authority granted by the School Board.

Specific leave may be refused if the employee's absence would cause undue hardship or interruption of vital school services.

Abuse of leave provision and/or falsifying leave documents is a serious offense and grounds for disciplinary action, up to and including discharge.

**A. LEAVE WITH PAY**

The following leaves with pay may be granted by the Board under the conditions outlined in this Agreement:

- Sick Leave
- Military Leave (Annual Training)
- Jury Duty
- Emergency Leave
- Personal Leave
- Annual Leave

Leave with pay will accrue and be used on an hourly basis. Leave hours will accrue based upon the regularly scheduled workday and can be used in minimums of one (1) hour.

**1. Sick Leave**

- a. Full time employees shall earn sick leave at the rate of one (1) day per month for each month of full time employment, accrued at the rate of one-half (1/2) day per semi-monthly pay period.\*

\*Sick leave days will be available for use as follows: Four (4) days are granted as of the first day of employment of each contract year and one (1) additional day is earned for each month of employment until the number equals the months of full-time employment per year.

There is no limit to the number of days of sick leave that can be accumulated, but employees cannot receive paid sick leave prior to earning same.

- b. Sick leave may be used only when necessary and the employee is unable to perform his/her duties because of personal medical reasons, i.e., illness, injury, pregnancy, maternity; or because of illness or death of father, mother, brother, sister, husband, wife, child or close relative, or member of own household. The employee shall notify his/her immediate supervisor at least two (2) hours prior to the beginning of the employee's duty schedule if unable to report for duty, except for emergency reasons recognized by the Board as valid. The employee must notify his/her immediate supervisor (or someone the supervisor has specifically designated to receive the notification) during the day prior to return to duty station when he will return. Failure to do so will result in the employee being sent home and charged with an additional day of leave. On the date of return to work, the employee shall file a written statement to his/her immediate supervisor which will set forth the day or days absent and reason for such absence. Sick leave may be used for well-care medical appointments.
  
- c. Employees who are habitually absent due to claims of illness of self and/or family member, or who use more sick leave days than the total number earned during the current school year or employment may be required at the request of their supervisor to provide verification of illness at employee's expense. An unfounded claim for sick leave shall be cause for discipline up to and including termination.

Sick leave days must be substantiated by a physician's statement, if requested by the Superintendent or his representative; in such case, the Board will designate a physician and pay the cost of this service.

## 2. Military Leave (Annual Training)

An employee in the National Guard or active reserve, who participates in required annual military training, shall, if possible, schedule his period of training after the end of the school year and before the beginning of the next school year.

When such duty must be performed during the school year, the district will comply with State and Federal laws and rules in reference to paid leave and unpaid leave.

## 3. Jury Duty

An employee who is required to serve as a juror at times when under contract for full time, regular scheduled duty for the Board, will be granted paid leave upon proper documentation and application; provided that if released from jury duty for any portion of the work day, the employee is expected to report for work.

## 4. Emergency Leave

An employee may be granted up to two (2) days of leave for emergency purposes that requires the employee to be absent from his/her assignment and for which no other applicable leave is legally available, each year. Emergency leave must be requested and approved by

the Board on an individual basis. Approved emergency leave will be deducted from the employee's accrued sick leave and is non-cumulative.

5. Personal (With Pay)

An employee may be granted up to six (6) days of personal leave with pay each year. Personal leave with pay must be requested and approved by the Board on an individual basis. Personal leave will not be granted prior to or following an employee holiday or the first or last day of the school year, or less than one-half (1/2) day increments, unless specifically approved by the employee's administrator and the Superintendent in advance. Approved personal leave will be deducted from the employee's accrued sick leave and is non-cumulative.

6. Annual Leave (for 12-Month Employees)

- a. Full-time employees who are employed on a twelve (12) month basis shall accrue annual leave as follows:
  1. An employee with less than five years of continuous twelve months service in the District at the rate of one day per month for each month of full-time employment.
  2. An employee with five years or more of continuous twelve months service in the District at the rate of one and one-fourth days per month for each month of full-time employment.
  3. An employee with ten years or more of continuous twelve months service in the District at the rate of one and one-half days per month for each month of full-time employment.
- b. The maximum amount of annual leave that can be accrued is four hundred and eighty (480) hours. This shall constitute the maximum lump-sum payment of annual leave upon retirement or death of an employee. The four hundred and eighty (480) hours may be accrued by accumulating up to one-half (1/2) of the yearly earned annual leave; the remaining annual leave shall be used by the employee or the annual leave will be forfeited. Provided, however, the Superintendent may defer using or losing one-half (1/2) of the accrued annual leave during a given school fiscal year when circumstances prevent the affected employee from taking annual leave. This deferred leave shall be taken within the subsequent two (2) year period.
- c. Annual leave may be granted by the Superintendent upon written request of the employee and with prior approval of the employee's supervisor. Annual leave shall be scheduled as to cause a minimum disruption of the school or district program and shall not be granted if the employee's absence would cause extreme hardship or interruption of vital services to the school or district. Employees who request a leave thirty (30) days prior to leave date will be notified by principal or director within five (5) working days if request is denied. Those employees submitting a request thirty (30) days prior to leave, where the leave is for a special circumstance, should attach a brief statement specifying the special circumstances of the leave request. Every effort will be made to accommodate requested leave. If a thirty (30)

day prior to leave request is denied, the employee may appeal to the Executive Director for Human Resources. In an attempt to assist employees in scheduling their annual leave, principals and directors will identify any time periods that would cause undue hardship or interrupt vital services, when known.

- d. Upon termination or retirement an employee is entitled to any unused accumulated annual leave as "vacation pay" computed at employee's daily rate of pay.
- e. Annual leave shall accrue at the close of each month. Not more than thirty days may be taken in one fiscal year.

7. Employees Working More Than One School District Job

- a. Leave – Regularly Scheduled Extended Work Day: Employees who earn leave based on the provisions of this article and who are employed for a regularly scheduled work day that extends beyond eight (8) hours (examples: bus driver & food service worker or food service worker & custodian) do not earn leave credit beyond the eight (8) hour day. However, if paid leave is utilized for a regularly scheduled workday, the employee will be paid their appropriate (regular or overtime) hourly rate for those hours beyond the eight (8) hour day the day(s) for which their leave is granted.
- b. Accumulation of Leave Hours – Regularly Scheduled Extended Work Day: Employees scheduled to work beyond eight (8) hours (examples: bus driver & food service worker or food service worker & custodian) earn leave based on the number of hours worked in the combination of jobs up to eight (8) hours per day. No leave is earned beyond eight (8) hours per day.

8. Jewish Holidays

- Rosh Hashanah
- Yom Kippur

Employees of the Jewish faith who are scheduled to work on the above two religious holidays may request, in writing, and shall be granted, leave based on notification of their principal or director and approval by the superintendent. The employee will make up the time as mutually agreed by the principal or director and the employee.

9. Bereavement Leave

Any employee who has utilized all of their regular leave (zero sick leave balance and zero annual leave balance) will be granted one (1) day of bereavement leave due to a death in their immediate family. Immediate family is defined as spouse, parent, sibling, child, grandparent, grandchild, or their in-law or step relative counterparts. This day will not be charged against the employee's sick leave or personal leave and they are non-accruable. Employees will not be paid bereavement leave for

days not scheduled to work. Employees are required to attach a copy of the obituary or other satisfactory document to the leave request form.

B. Leave Without Pay

All requests for leave without pay must be submitted for approval at least ten (10) workdays prior to effective date of leave.

Medical Leave (not covered under Sick Leave)  
Personal (Without Pay)  
Child Rearing Leave  
Political leave  
Military  
Educational Leave

When leave without pay is granted for a period in excess of thirty (30) days, an employee granted this extended leave without pay shall be entitled to return to duty when a vacancy exists for which he/she is qualified. A vacancy is defined as an unfilled position for which applicants are being considered. The employee must submit a written request to the Superintendent for return to duty. The employee will then be entitled to the next available vacancy for which the employee is qualified, provided an individual on medical leave shall be scheduled to return to his/her normal duty schedule with the Board (when meeting the provisions of medical leave requirements outlined in this Agreement) within 30 days of written request to the Superintendent for termination of medical leave. The Board does not guarantee the same position when returning to work from extended leave.

1. Medical (not covered under Sick Leave)

The Board may grant, at its option, requests for unpaid leave for up to (1) year due to illness, disability, accident or maternity. Leave requests must state the reason and time period to be covered by the requested leave. The Board may request a physician's statement regarding the need for a medical leave. An employee returning from medical leave is required to provide a doctor's release before returning to work.

2. Personal (Without Pay)

Leave requests for unpaid leave for personal reasons may be granted at the option of the Board for a period of up to thirty (30) days. Leave of up to ninety (90) days may be granted at the option of the Board for serious illness of an immediate family member.

- a. Leave will be taken in a minimum of one (1) hour increments or, in the case of the Association President, under the provisions of Article III, Section B-10.
- b. The normal operations of the school system will not be disrupted.
- c. A leave request for this purpose will be submitted to the principal or supervisor in advance.

3. Child Rearing Leave

An employee adopting a child or a parent of a newborn (newborn is considered less than three (3) months of age at the beginning of the leave) shall be entitled upon request to a leave for up to three (3) months to commence after receiving, or birth of child or prior to receiving such custody if necessary in order to fulfill the requirements for adoption, within limits stated in this Agreement.

If an individual, as a condition of adoption, is required to be with the adopted child beyond the three-month period, extension based on specific requirements would be given up to one year.

4. Political

Political leave may be granted for up to one (1) year and shall be for the purpose to campaign for office or serve in the state legislature, or national congress.

5. Military Leave

Employees going into full-time military service will be granted leave without pay. Military orders must be presented with request for leave.

6. Educational Leave

Educational leave may be granted to an employee for up to one (1) year for the specific purpose of completing an education internship in connection with a college degree working toward certification as a teacher.

C. Other Leave

1. The district will comply with State and Federal regulations and laws pertaining to Workers Compensation Leave.

2. Family and Medical Leave Act

a. It is the intent of the School Board and the Association to comply with the provisions of the Family and Medical Leave Act. If any provisions of the contract are in conflict with the Family and Medical Leave Act, they will be void. However, if both parties mutually agree to reopen this section because of the Family and Medical Leave Act, such reopening will occur within thirty days.

b. This leave provision is not intended to limit or reduce leaves provided under other terms of this contract.

c. In the event that five or more consecutive sick leave days are necessary, or the employee is out sick on unpaid leave, the employee's leave may be classified under the Family and Medical Leave Act (FMLA) if determined eligible by the Human Resources Department.

- d. If an employee has leave time when FMLA is awarded, the employee must use the leave congruently with FMLA leave.

**ARTICLE X**  
***Protection of Employees/Personal Freedom***

A. Protection of Employee

1. Except in emergency situations employees will not normally be required to work under unsafe or hazardous conditions. Conditions which the employee considers unsafe or hazardous shall be reported in writing to the employee's immediate supervisor, who will determine if the condition is unsafe or hazardous and what action is to be taken.
2. Physical assault upon an employee shall be promptly reported to the Board, or its designated representative. Employees will be advised that the Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall render available assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.
3. An employee will be furnished a copy of any formal complaint against him by a student, parent or other individual if the complaint is to be included in the employee's personnel file.
4. If an employee is sued as a result of any legal action taken during assigned duties by the employee while in pursuit of his/her employment, the Board shall provide legal counsel.
5. Employees shall be disciplined only for proper cause.

B. Personal Freedom

1. Employees shall not be subject to discipline under the provisions of this Agreement by virtue of his/her legal exercise of religious or political activities, or the lack thereof.

**ARTICLE XI**  
***Transfers, Reassignments and Vacancies***

- A. Transfers: A transfer is a movement of an employee from one school center and/or cost center operation to another.
1. Requests by an employee for transfer to a different school center and/or cost center may be made to the Superintendent/designee, in the same manner as applying for a vacancy by using the Human Resources web site at anytime. Transfer request must be for specific location and positions within the same job classification. In reviewing the employee's request for transfer from one work site to another, qualifications, seniority, past performance and the requirements of the assignment will be considered. The district Human Resources Department will, by scheduled appointment, provide assistance for entering data for on-line application at the district administrative building.
  2. In making involuntary transfers, qualifications, seniority, needs of the school system and ability of individual to fulfill the requirements of the assignment will be considered.
  3. If an employee is involuntarily transferred, he may advise the Superintendent in writing if he has reasons to object. After review by the Superintendent, transfers shall be effective with notice to the employee involved.
- B. Reassignment: A reassignment is the change of an employee's regular assigned duties or major change in responsibility.
1. The parties recognize that in order to meet the staffing needs and legal responsibilities of the district it is necessary, at times, to reassign an employee. Any appropriate request for reassignments will be considered first, provided the individual meets the requirements and qualifications of the requested assignment.
  2. An employee will be given as much advance notice of a reassignment as possible in keeping with the needs of the specific school or district. The employee may request a meeting with the Superintendent, or his designee, to discuss said reassignment, after which the final outcome of the meeting will be official.
- C. Vacancies: A vacancy shall be defined for purpose of this Agreement as a full-time position previously held by an employee or a new full-time position to be filled by an employee.
1. Vacancies shall also be posted on the school district's Internet through the school district's web page. Each position, where proper notice of termination is given (10 working days written notice prior to termination), shall be posted and remain open for applicants for seven (7) calendar days following posting of vacancies. However, all vacancies shall be posted for at least five (5) calendar days, unless the President of the Association, or designee, and Superintendent, or designee, mutually agree to waive or shorten the posting period.
  2. Employees may apply for any known vacancy within the school district during the posting period by submitting an application on the school district on-line application system. At least the first four (4) presently employed qualified applicants will

receive priority interviews by the supervisor, before filling the vacancy. The decision of the Superintendent regarding recommendations to fill the vacancy is final.

3. Following final action on this recommendation by the Board, all employees who have applied for the vacancy will receive a written notice of board action.
  - D. Transfers, Reassignments and Vacancies procedures shall not in any way prohibit the board from making needed staffing changes during the reorganization of school centers or from providing an adequate, qualified, efficient, racially balanced staff, as determined by the Board, in each school.
  - E. The Association and the Board recognize the importance and value of employing staff in critical areas (ie. ESE paraprofessionals, PCM trained paraprofessionals) and minority paraprofessionals in all instructional areas and schools. The intent of this section is to allow the district to hire during the recruitment season in areas which are designated, by the district and recognized by the Association, as critical areas of hiring needs. During the month of May, the board may “early hire” six (6) persons per year, in areas which have been deemed “critical needs” by both the Association and the Board or is a minority candidate. These numbers may be increased by mutual agreement.

**ARTICLE XII**  
***Compensation***

- A. Present employees employed by the Board and employed by the Board as of July 1, 2006 will be compensated based on the appropriate Salary Schedule based on his/her years of experience. The following Salary Schedules are part of this compensation article:

- #1 Aides\*
- #2 Paraprofessionals
- #3-Bus Drivers
- #4 Clerk, Clerk/Aides\*
- #5 Computer Operators
- #6 Custodians
- #7 Food Service Workers\*
- #8 Head Start and Pre/Early Intervention Lead Staff\*
- #9 Laboratory Assistants
- #10 Maintenance Mechanics
- #11 Maintenance Mechanics Helper
- #12 Media Technicians/AV Specialist
- #13 School Secretaries\*
- #14 Transportation Mechanics
- #15 Miscellaneous
- #16 Extended Day Aides

\*Includes differentials

NOTE: In 2006 old salary schedule #3, #14, and #15 were eliminated and the schedules renumbered.

- B. The new Salary Schedules are identified by job titles and based on years of experience.
- C. New hires will be placed on the appropriate level/step based on years of experience. New hires can be granted up to a maximum of seven (7) years experience, which may include up to two years of military experience for placement on the appropriate Salary Schedule.
- D. The Salary Schedules represent an automatic step increase from July 1, 2006 to June 30, 2008. Employees will advance to the next level of experience on their employment anniversary date. Anniversary date will be the date on which an employee was hired fulltime as defined by the Florida Retirement System into the St. Johns County School District. Increases resulting from advancement on the salary schedule shall be earned beginning with the paycheck in the anniversary month. No future increases and advancement on the Salary Schedule will be given beyond June 30, 2006 unless and until they are negotiated in an agreement and ratified by the respective parties.
- E. Employees who transfer to another job classification shall transfer at the same level/step of their current position. Former employees who return to the school district, in the same position, shall be granted credit for all of their years of service to the district for placement on the appropriate salary schedule. Persons previously employed by the St. Johns County School District and subsequently rehired shall have the date of most recent hire as their anniversary date.
- F. Employees who are involuntary transferred to a different position shall be placed at a Step level that is equal to their current pay on the new Salary Schedule unless placement on the

new schedule placement at their current experience level would provide equal or more pay. In no case shall an involuntary reassignment result in a pay loss unless it is disciplinary (subject to the grievance procedure).

G Employees shall be entitled to terminal pay for unused sick leave days at the time of termination of employment, at retirement or such benefits shall be paid to his/her beneficiaries if service is terminated by death, a cash payment for unused sick leave days as follows:

1. During the first 12 years of continuous employment in St. Johns County if terminated by one of the following:

1) Death

**OR**

2) Retirement (as defined by the Florida Retirement System),

such terminal pay shall not exceed an amount determined as follows:

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

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

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

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

2. During and after the thirteenth (13<sup>th</sup>) year of continuous service in St. Johns County, if one of the following occurs:

1) terminated voluntarily (resignation),

2) at death, or

3) at retirement,

The daily rate of pay shall be multiplied by one hundred percent (100%) times the number of unused sick leave days.

3. When termination of employment is by the employee's death, any terminal pay may be paid to the employee's beneficiary as designated on an approved form on file with the District.

4. Terminal pay will be paid out as provided for in the tax deferral payment plan adopted by the School Board.

A. 401(a) and 403(b) Special Pay Plan

H. Negotiated salary adjustments will be made as stated on each salary schedule.

- I. Any increased pay for field trips and extracurricular activities will be effective as of the date of ratification by Association and school board.
- J. The Board agrees to furnish bus drivers, cafeteria workers, custodians, maintenance, warehouse, and garage employees six (6) uniforms (shirt/blouse and pants/skirts, and/or dress/overall-jumpsuit) the first year of employment for use of these employees while on duty in performing services for the Board. The Board will select the uniforms and will prescribe procedures for their use, including but not limited to responsibility for cleaning and upkeep.

Current employees shall be issued vouchers to purchase additional or replacement uniforms and/or approved accessories not to exceed the following amounts:

Bus Drivers:	\$97.00	Maintenance:	\$123.00
Cafeteria Workers:	\$97.00	Warehouse:	\$110.00
Custodians:	\$110.00	Garage:	\$123.00

The Board will approve the purchase and issue the vouchers no later than September 15<sup>th</sup> of each year.

Upon termination for any reason, any uniforms received by the employee will be returned. Up to \$123.00 may be withheld from the employee's final paycheck if such uniforms are not returned.

- K. Employees shall receive 24 pay checks beginning with the 2010-2011 school year. Scheduled paydays will be based on pay calendars mutually agreed upon in writing by the Association President and the Chief Financial Officer. If Friday is a holiday, payday will be the last workday before the holiday.
- L. Regular full-time employees at the time of retirement shall receive a retirement bonus as follows:
 

Years of total service completed with St. Johns County School Board	BONUS
15 years	\$3000

An additional \$250.00 shall be added for each year of service beyond 15 years up to a maximum of thirty (30) years.
- M. Compensable time/adjusted work schedule shall be used within the pay period in which it is earned/adjusted.
- N. An employee shall receive a minimum of two (2) hours pay when called in to work after his/her normal work hours.
- O. The school district will make every effort not to schedule any employees to work on a designated state or national holiday.
- P. Except in emergency situations, an employee will be given twenty-four (24) hours notice if there is a need for weekend work.

- Q. Employees who are working two or more job classifications (example: bus driver and food service worker) will be compensated on an hourly rate based on the appropriate salary schedule for the job being performed. They will also earn benefits that would apply to both positions (example: sick leave, vacation), but in no case earn more than the benefits for a full-time position. Leave accumulation and usage shall be linked to the position that earns the leave. Overtime compensation will be at a blended rate.
  
- R Every effort will be made to limit assignment of extra duties that are not directly specified in the Computer Operator job description (ie., lunch duty, bus duty, etc).

NOTE: The following salary schedules were re-numbered in 2006. Please refer to previous contracts for additional information.

**SALARY SCHEDULE #1**  
**(Salary Schedule #1 – pre 2006)**  
**AIDES\***

<u>Years</u> <u>Experience</u>	<u>July, 2008</u> <u>Hourly Rate</u>	<u>July 2009</u> <u>Hourly Rate</u>
0	NA	NA
1	NA	NA
2	NA	NA
3	NA	NA
4	NA	NA
5	NA	NA
6	NA	NA
7	NA	NA
8	NA	NA
9	NA	NA
10	NA	NA
11	NA	NA
12	NA	NA
13	15.81	15.81

**Note:** Teacher Aides classified as Aide II receive an additional \$.50 per hour added to their rate.  
Teacher Aides classified as Aide III receive an additional \$1.50 per hour added to their rate.  
Teacher Aides assigned to the Exceptional Student Education Program receive an additional \$.50 per hour added to their rate.  
Media Center Aides receive an additional \$.50 per hour added to their rate.  
Title I Aides and aides in school-wide Title I schools, who are required to meet federal guidelines for additional employment criteria, will be classified Aide III when required criteria is met by the employee.

\*This Salary Schedule is specifically for those employees (37 at time of contract) whose current rate of pay as of January 5, 2006 would not convert to the Clerk/Aide I Salary Schedule. No new employees will be added to this Aides Salary Schedule. Employees on this Salary Schedule that voluntarily request a transfer to a different position in the school district will be removed from this schedule and will be placed on the Salary Schedule applicable to the vacant position even if that deems a decrease in pay. Employees that become eligible for Paraprofessional status will be removed from this schedule and placed appropriately on the Paraprofessional Salary Schedule.

Employees on Aides Salary Schedule (Schedule #1) who terminate employment or retire from the school district will not be placed back on this schedule if rehired with the St. Johns County School District. The number of employees that this table applies to will continue to decrease as employees voluntarily transfer positions or leave the district. At some time in the future, the number of employees paid on this Salary Schedule will become 0 and at that time, the salary schedule will become void and it will be removed from the Negotiated Agreement.

## SALARY SCHEDULE #2 (Salary Schedule #2 – pre 2006)

### PARAPROFESSIONALS

<u>Years Experience</u>	<u>July, 2008 Hourly Rate</u>	<u>January, 2009 Hourly Rate</u>
0	\$11.60	\$11.60
1	\$11.80	\$11.80
2	\$12.00	\$12.00
3	\$12.31	\$12.31
4	\$12.56	\$12.56
5	\$12.82	\$12.82
6	\$13.07	\$13.07
7	\$13.43	\$13.43
8	\$13.68	\$13.68
9	\$13.99	\$13.99
10	\$14.24	\$14.24
11	\$15.05	\$15.05
12	\$15.87	\$15.87
13	\$17.95	\$17.95

**Note:** Employees on this schedule shall have met the criteria for highly qualified as defined by Federal guidelines and spend 50% or more of their day in instructional student activities under the direction of a certified teacher.

Paraprofessionals assigned to a Title I school or program will receive an additional \$.50 an hour added to their rate. This assignment is not considered a separate position, but a supplemental pay for assignment. If voluntary or involuntary transfer occurs from supplemental position, supplement does not follow employee.

Paraprofessionals assigned to an ESE program will receive an additional \$.50 an hour added to their rate. This assignment is not considered a separate position, but a supplemental pay for assignment. If voluntary or involuntary transfer occurs from supplemental position, supplement does not follow employee.

**SALARY SCHEDULE #3**  
**(Salary Schedule #4 – pre 2006)**

**BUS DRIVERS**

<u><i>Years Experience</i></u>	<u><i>July, 2008 Hourly Rate</i></u>	<u><i>July, 2009 Hourly Rate</i></u>
0	\$12.82	\$12.82
1	\$13.02	\$13.02
2	\$13.17	\$13.17
3	\$13.38	\$13.38
4	\$13.63	\$13.63
5	\$13.83	\$13.83
6	\$14.04	\$14.04
7	\$14.29	\$14.29
8	\$14.60	\$14.60
9	\$14.90	\$14.90
10	\$15.31	\$15.31
11	\$16.02	\$16.02
12	\$16.78	\$16.78
13	\$19.68	\$19.68

**SALARY SCHEDULE #4**  
**(Salary Schedule #5 – pre 2006)**

**CLERK**  
**CLERK/AIDES**

<u><i>Years Experience</i></u>	<u><i>July, 2008 Hourly Rate</i></u>	<u><i>July, 2009 Hourly Rate</i></u>
0	\$10.20	\$10.20
1	\$10.50	\$10.50
2	\$10.75	\$10.75
3	\$11.06	\$11.06
4	\$11.31	\$11.31
5	\$11.57	\$11.57
6	\$11.87	\$11.87
7	\$12.18	\$12.18
8	\$12.43	\$12.43
9	\$12.74	\$12.74
10	\$13.24	\$13.24
11	\$14.36	\$14.36
12	\$15.48	\$15.48
13	\$16.29	\$16.29

*Note:* Clerk Typist II will receive an additional \$.50 per hour added to their hourly rate. Employees currently in Clerk II positions will continue to receive the additional pay until they vacate the position, at which time the position will no longer be available to be filled at the Clerk II level.

**SALARY SCHEDULE #5**  
**(Salary Schedule #6 – pre 2006)**

**COMPUTER OPERATORS**

<u><i>Years Experience</i></u>	<u><i>July, 2008 Hourly Rate</i></u>	<u><i>July, 2009 Hourly Rate</i></u>
0	\$13.95	\$13.95
1	\$14.25	\$14.25
2	\$14.51	\$14.51
3	\$14.81	\$14.81
4	\$15.06	\$15.06
5	\$15.37	\$15.37
6	\$15.67	\$15.67
7	\$16.18	\$16.18
8	\$16.44	\$16.44
9	\$16.69	\$16.69
10	\$17.00	\$17.00
11	\$17.30	\$17.30
12	\$18.42	\$18.42
13	\$18.88	\$18.88

**SALARY SCHEDULE #6**  
**(Salary Schedule #7 – pre 2006)**

**CUSTODIANS**

<u>Years Experience</u>	<u>July, 2008 Hourly Rate</u>	<u>July, 2009 Hourly Rate</u>
0	\$10.96	\$10.96
1	\$11.36	\$11.36
2	\$11.62	\$11.62
3	\$11.87	\$11.87
4	\$12.23	\$12.23
5	\$12.48	\$12.48
6	\$12.79	\$12.79
7	\$13.04	\$13.04
8	\$13.30	\$13.30
9	\$13.55	\$13.55
10	\$13.85	\$13.85
11	\$14.11	\$14.11
12	\$14.41	\$14.41
13	\$14.92	\$14.92

*Note:* Groundskeepers salaries are red-lined (frozen) at their June 30, 2004 rate until their salary is less than that related to the salary schedule and year of experience. Groundskeepers will continue to be granted years of experience to move up on the salary schedule so that eventually their current salary will equal that of a future salary schedule. At such time they will then receive the benefit of the salary schedule.

**SALARY SCHEDULE #7**  
**(Salary Schedule #8 – pre 2006)**

**FOOD SERVICE WORKERS**

<u><i>Years Experience</i></u>	<u><i>July, 2008 Hourly Rate</i></u>	<u><i>July, 2009 Hourly Rate</i></u>
0	\$9.78	\$9.78
1	\$10.03	\$10.03
2	\$10.08	\$10.08
3	\$10.34	\$10.34
4	\$10.64	\$10.64
5	\$11.00	\$11.00
6	\$11.20	\$11.20
7	\$11.46	\$11.46
8	\$11.66	\$11.66
9	\$11.86	\$11.86
10	\$12.07	\$12.07
11	\$12.62	\$12.62
12	\$13.64	\$13.64
13	\$14.66	\$14.66

*Note:* Managers in Training will be paid \$.75 per hour above their scheduled salary for one hundred eighty (180) calendar days.

**SALARY SCHEDULE #8**  
**(Salary Schedule #9 – pre 2006)**

**HEAD START AND PRE-K / EARLY INTERVENTION LEAD  
STAFF**

<u>Years Experience</u>	<u>July, 2008 Hourly Rate</u>	<u>July, 2009 Hourly Rate</u>
0	\$14.74	\$14.74
1	\$14.99	\$14.99
2	\$15.25	\$15.25
3	\$15.50	\$15.50
4	\$15.81	\$15.81
5	\$16.11	\$16.11
6	\$16.37	\$16.37
7	\$16.62	\$16.62
8	\$16.98	\$16.98
9	\$17.23	\$17.23
10	\$17.48	\$17.48
11	\$17.79	\$17.79
12	\$18.04	\$18.04
13	\$18.60	\$18.60

**Note:** Head Start Facilitators and Family Specialists will receive an additional \$3.00 per hour over their hourly rate.

Interpreters will be paid at the top (Step 13) of the salary schedule from July 1, 2004 through June 30, 2006. Interpreters who are required to be RID (Registry of Interpreters of the Deaf) certified will be paid an additional \$3.00 per hour and hold such RID certification.

**SALARY SCHEDULE #9**  
**(Salary Schedule #10 – pre 2006)**

**LABORATORY ASSISTANTS**

<u>Years Experience</u>	<u>July, 2008 Hourly Rate</u>	<u>July, 2009 Hourly Rate</u>
0	\$12.20	\$12.20
1	\$12.50	\$12.50
2	\$12.76	\$12.76
3	\$13.01	\$13.01
4	\$13.32	\$13.32
5	\$13.57	\$13.57
6	\$13.88	\$13.88
7	\$14.13	\$14.13
8	\$14.43	\$14.43
9	\$14.74	\$14.74
10	\$14.99	\$14.99
11	\$15.50	\$15.50
12	\$16.62	\$16.62
13	\$18.60	\$18.60

**Note:** Laboratory Assistant II will receive an additional \$.10 per hour added to the level.  
Laboratory Assistant III will receive an additional \$.25 per hour added to the level.  
Laboratory Assistant IV will receive an additional \$.50 per hour added to the level.  
Nurse Assistant will be paid on this salary schedule.  
Intervention Asst./ESE will be paid on this salary schedule and will receive an additional \$1.00 per hour added to their level.

**SALARY SCHEDULE #10**  
**(Salary Schedule #11 – pre 2006)**

**MAINTENANCE MECHANICS**

<u><i>Years Experience</i></u>	<u><i>July, 2008 Hourly Rate</i></u>	<u><i>July, 2009 Hourly Rate</i></u>
0	\$17.08	\$17.08
1	\$17.33	\$17.33
2	\$17.64	\$17.64
3	\$17.94	\$17.94
4	\$18.20	\$18.20
5	\$18.45	\$18.45
6	\$18.81	\$18.81
7	\$19.06	\$19.06
8	\$19.31	\$19.31
9	\$19.87	\$19.87
10	\$20.38	\$20.38
11	\$20.94	\$20.94
12	\$21.55	\$21.55
13	\$22.31	\$22.31

**SALARY SCHEDULE #11**  
**(Salary Schedule #12 – pre 2006)**

**MAINTENANCE MECHANICS HELPER**

<u><i>Years Experience</i></u>	<u><i>July, 2008 Hourly Rate</i></u>	<u><i>July, 2009 Hourly Rate</i></u>
0	\$14.09	\$14.09
1	\$14.34	\$14.34
2	\$14.65	\$14.65
3	\$15.21	\$15.21
4	\$15.26	\$15.26
5	\$15.31	\$15.31
6	\$15.36	\$15.36
7	\$15.41	\$15.41
8	\$15.51	\$15.51
9	\$15.56	\$15.56
10	\$15.61	\$15.61
11	\$15.66	\$15.66
12	\$15.72	\$15.72
13	\$19.98	\$19.98

**SALARY SCHEDULE #12**  
**(Salary Schedule #13 – pre 2006)**

**MEDIA TECHNICIANS**  
**(A. V. Specialist)**

<u><i>Years Experience</i></u>	<u><i>July, 2008 Hourly Rate</i></u>	<u><i>July, 2009 Hourly Rate</i></u>
0	\$12.81	\$12.81
1	\$13.06	\$13.06
2	\$13.32	\$13.32
3	\$13.62	\$13.62
4	\$13.88	\$13.88
5	\$14.18	\$14.18
6	\$14.43	\$14.43
7	\$14.74	\$14.74
8	\$15.04	\$15.04
9	\$15.30	\$15.30
10	\$15.55	\$15.55
11	\$15.81	\$15.81
12	\$16.06	\$16.06
13	\$18.65	\$18.65

**SALARY SCHEDULE #13  
(Salary Schedule #15 – pre 2006)**

**SCHOOL SECRETARIES**

<u><i>Years Experience</i></u>	<u><i>July, 2008 Hourly Rate</i></u>	<u><i>July, 2009 Hourly Rate</i></u>
0	\$10.96	\$10.96
1	\$11.26	\$11.26
2	\$11.52	\$11.52
3	\$11.77	\$11.77
4	\$12.08	\$12.08
5	\$12.38	\$12.38
6	\$12.64	\$12.64
7	\$12.94	\$12.94
8	\$13.19	\$13.19
9	\$13.45	\$13.45
10	\$14.01	\$14.01
11	\$14.87	\$14.87
12	\$15.94	\$15.94
13	\$16.75	\$16.75

**Note:** School Secretary II will receive an additional \$.50 per hour added to their hourly rate. Employees currently in School Secretary II positions will continue to receive the additional pay until they vacate the position, at which time the position will no longer be available to be filled at the School Secretary II level.

**SALARY SCHEDULE #14**  
**(Salary Schedule #16 – pre 2006)**

**TRANSPORTATION MECHANICS**

<i><u>Years</u></i> <i><u>Experience</u></i>	<i><u>July, 2008</u></i> <i><u>Hourly Rate</u></i>	<i><u>July, 2009</u></i> <i><u>Hourly Rate</u></i>
N/A		

Transportation Mechanics will move on to Maintenance Mechanics Salary Schedule #11 effective July 1, 2007. Transportation Mechanics Salary Schedule #14 will no longer be active as of July 1, 2007.

**SALARY SCHEDULE #15**  
**(Salary Schedule #17 – pre 2006)**

**MISCELLANEOUS\***

<u><i>Years Experience</i></u>	<u><i>July, 2008 Hourly Rate</i></u>	<u><i>July, 2009 Hourly Rate</i></u>
0	\$12.49	\$12.49
1	\$12.65	\$12.65
2	\$12.95	\$12.95
3	\$13.05	\$13.05
4	\$13.20	\$13.20
5	\$13.31	\$13.31
6	\$13.46	\$13.46
7	\$13.76	\$13.76
8	\$14.02	\$14.02
9	\$14.32	\$14.32
10	\$14.58	\$14.58
11	\$15.19	\$15.19
12	\$15.39	\$15.39
13	\$15.95	\$15.95

\*This schedule consolidates previous Schedules 14, Safety and Security Staff; 17, Transportation Mechanics Helper/Warehouseman; and 18, Transportation Parts Clerk.

**SALARY SCHEDULE #16**  
**(New Salary Schedule starting in 2006)**

**EXTENDED DAY AIDES**

<u>Years Experience</u>	<u>July, 2008 Hourly Rate</u>	<u>July, 2009 Hourly Rate</u>
0	\$10.98	\$10.98
1	\$11.18	\$11.18
2	\$11.38	\$11.38
3	\$11.59	\$11.59
4	\$11.89	\$11.89
5	\$11.99	\$11.99
6	\$12.20	\$12.20
7	\$12.40	\$12.40
8	\$12.71	\$12.71
9	\$13.01	\$13.01
10	\$13.27	\$13.27
11	\$13.57	\$13.57
12	\$13.77	\$13.77
13	\$14.08	\$14.08

All employees assigned to Extended Day Aide positions prior to July 1, 2006 paid on Clerk (Schedule #4) or Laboratory Assistants salary schedule (Schedule #9) will move to the Extended Day Aides schedule (Schedule #16), as long as they can be placed on a level that is equal to or closest to, but not less than their current salary effective July 1, 2006.

All employees assigned to Extended Day Aide positions on or after July 1, 2006 will be paid on the Extended Day Aide schedule (Schedule #16).

**ARTICLE XIII**  
***Insurance***

- A. The Board will provide each employee with a vision care plan, a long term disability plan and life insurance coverage equal to two times the employee's salary, based on the next highest thousand, for the term of contract, with a double indemnity provision in the event of accidental death. In no case shall the coverage be less than \$20,000 with a double indemnity provision in the event of accidental death.
- B. The Board shall make available through payroll deduction a comprehensive hospital-surgical-medical (including major medical) and dental plan for each employee during the time this Agreement is in effect under the provisions of the master insurance plan and until a successor agreement is negotiated.

This comprehensive hospital-surgical-medical (including major medical) insurance will include the coverage as outlined in the master insurance plan.

- C. The Board will contribute no less than \$378.36 per month (\$4,540.27 per year as of August 18, 2006) for each employee toward the cost of hospitalization (see \$10.00 requirement below), dental insurance, and vision care and long term disability during the period covered by this Agreement. The Agreement will be in effect until a successor agreement is negotiated. The employee will be responsible for paying (as outlined in the Agreement) any cost of hospital insurance beyond this amount, but in no event will this amount be less than \$10.00 per month.
- D. The employee shall have the option of purchasing dependent coverage for health, dental and vision, with the additional cost at the employee's expense. The Board will contribute no less than \$324.24 per month (\$3,890.88 per year) toward the cost of family hospitalization insurance under this Agreement.
- E. The Association and the individual employee shall save and hold harmless the Board from any and all claims, demands, or suits incurred in connection with or resulting from any action taken or omission by the Board for the purposes of complying with the provisions of this Article; provided, however, that the Board, its agents or employees shall not willfully and intentionally cause such action or omission.
- F. In instances where both husband and wife are employed by the Board, appropriate pro-ration and/or deductions will be made to balance cost to each employee.
- G. An employee who has adequate group coverage under some other plan will have the option of selecting the optional indemnity plan, which will pay directly to the employee a specified daily amount for time individual covered under optional plan is in hospital.
- H. Insurance proposals in this Agreement are based on combining like coverage for all employees.
- I. The Insurance Committee, with equal representation from SJEA, SJESPA and Management, will continue. This committee shall monitor the self-insurance plan and its funds, review and/or develop all proposals for changes, modifications and improvements to the plan, and submit all proposals for changes to the Board with a committee recommendation.

During the 2006-2007 school year the Insurance Committee will review the issues discussed at the joint bargaining session between the SJEA, SJESPA and the School District relating to differentiated plans for single and family, enhanced benefit programs and a plan that would require no premium to be paid by the employee. The committee will also revise and enhance the retiree participation plan based on the 3% premiums that are designated to fund the plan. The Retiree Medical Premium Plan should recognize years of service to the District and serve as a bridge between retirement in the Florida Retirement System (FRS) and eligibility for Medicare.

It is expressly understood that it is not the responsibility of the Insurance Committee to recommend or negotiate Board contributions to the insurance plan. In the event of a recommended medical insurance rate increase in excess of 12%, the Bargaining Teams will meet to bargain the impact of the premium increase.

- J. In the event medical insurance rates are increased within the period July 1, 2011– June 30, 2014 the Board agrees to pay (1) all premium increase up to 5% and (2) 78% of the single coverage increase and 56% of the family coverage increase beyond the above 5% premium increase, with the employee responsible for the remaining increase in both single and family coverage.

In order to help stabilize the Retiree Medical Premium Plan the 3% designated employee contributions approved in the 2004-2006 contract will continue. This 3% funding to the Retiree Medical Premium Plan was fully implemented in 2005-2006 and it was the goal of the Insurance Committee to continue a plan for the Retiree Medical Premium Plan that would operate within available resources.

- K. The board shall provide for retiree participation (until eligible for Medicare) in the District's health and hospitalization insurance plan as outlined in the program developed by the Insurance Committee and originally approved by the School Board on June 17, 1997. This plan should be adjusted and modified as recommended in Section J above. The 3% premium referenced in Section J above paid by employees will also help stabilize this program.
- L. The employee shall have the option of purchasing voluntary group long-term care insurance and/or voluntary universal life insurance as recommended by the Insurance Committee and approved by the Board.

**Article XIV**  
***Employee Voluntary Sick Leave Bank***

I. Membership

Any full time employee of the Board, having been employed by the School Board for at least one (1) year and having at least five (5) days accrued sick leave, may enroll in the sick leave bank by voluntarily contributing one (1) sick leave day to the bank between July 1 and December 31 of any school year.

- (a) An employee may not contribute more than one (1) sick leave day. Enrollment must be made on the prescribed form furnished by the Department for Human Resources.
- (b) Any sick leave day contributed pursuant to this section shall be removed from the personally accumulated sick leave balance of that employee and shall not be returned except as provided in section IX.
- (c) Membership in the sick leave bank shall be continuous from the initial enrollment until an individual member has withdrawn from the plan, has drawn from the bank (see V. dub d) or has been paid all sick leave through participation in the DROP program.

II. Establishment and Duration

- (a) The Sick Leave Bank will not come into existence until at least 400 sick leave days have been contributed and will remain in existence until terminated by the majority vote of the Appeals Committee.
- (b) In the event the Sick Leave Bank is discontinued, distribution of remaining sick leave days will be in accordance with section (IX) below.

III. Replenishment Contributions

Following establishment of the Sick Leave Bank, all participating members shall contribute one additional sick leave day, in order to continue membership, if the balance in the bank is diminished to 200 days. Participating employees will have ten (10) working days to return a notification of assessment form specifying contribution or withdrawal from bank. Assessment will be automatic if the form is not returned.

IV. Administration and Governance

- (a) The Department for Human Resources will administer the Sick Leave Bank and a Sick Leave Bank Approval Committee will determine the validity of claims against the Bank.
- (b) A Sick Leave Bank Approval Committee will consist of six (6) members -- the Superintendent or designee, the President of SJEA or designee, and the President of SJESPA or designee and three others, one representative from each group. Any disputes or appeals arising from requests will be made to this committee. The Sick Leave Bank Approval Committee shall be the final authority on all disputes, appeals, or interpretations involving eligibility for benefits.

- (c) The Department for Human Resources will make available an annual report of usage of the Bank to the School Board and to participating members.

## V. Eligibility

An employee is not eligible to apply for sick leave benefits under the provisions of the Sick Leave Bank on any preexisting condition for one year from the date of joining the Sick Leave Bank.

In the event of a catastrophic illness (which is to be considered a terminal condition) of which the employee has no control causing a participating employee to be absent from work for an extended period of time, the employee may receive paid leave as follows:

- (a) All accumulated sick, annual and compensatory leave of the employee must first be expended, followed by an unpaid leave of ten (10) continuous workdays.
- (b) Applications must be made to the Department for Human Resources, including statements from two doctors attesting to the member's extended illness or accident. The statement must certify:
  - 1 The nature of the illness or accident.
  - 2. That in the event of an operation, it is absolutely necessary and could not reasonably be delayed until a break in employee's duty schedule.
  - 3. The probable date the member would be able to return to work.
  - 4. Application must also provide for both committees permission to investigate medical records and other information needed for review or appeal.
- (c) A participating member shall not be eligible to use sick leave from the Bank if the employee is on leave for injury or illness in the line of duty, worker's compensation, eligible for medical retirement, or other approved leaves except sick leave.
- (d) In the event a member draws from the Sick Leave Bank, that individual membership shall be suspended after drawing all days authorized from the Bank. Such individuals may reinstate membership by meeting qualifications in section (I) above.

## VI. Benefits

Upon approval of application, a member will be allowed to draw up to a maximum of one hundred (100) \*continuous paid sick leave days from the Bank, provided there remains sufficient leave days in the Bank.

\*(continuous – except as described in Vi(a). below.)

- (a) All cases will be reviewed by the Sick Leave Bank Approval Committee when each twenty-fifth (25th) continuous day of benefits has been reached up to the maximum amount allowable. At this time the committee may request additional medical certification. Also, at this time, any sick leave which may have been accrued by the participant must then be used before resumption of drawing from the Sick Leave Bank.

- (b) The employee shall not have to pay back in any manner the number of days used from the Sick Leave Bank except as outlined in section (VII) below.

VII. Participation Abuse

Alleged abuse of the Sick Leave Bank shall be investigated by the Sick Leave Approval Committee. If an employee is found to have abused the use of the Sick Leave Bank, the employee shall repay all sick leave credit (in dollars) drawn from the Sick Leave Bank and after review by the Appeals Committee be subject to such other disciplinary action as determined by the School Board.

VIII. Withdrawal from Participation

A participating employee who wishes to withdraw from participation in the Sick Leave Bank may do so, and withdrawal will be effective immediately upon receipt by the Department for Human Resources of written notification of the employee's intent to withdraw. Any previously contributed sick leave will become the property of the Sick Leave Bank.

- IX. When a member has been paid all accumulated sick leave due to entrance into the DROP Program, this member will be considered a new employee in regards to the Sick Leave Bank and may re-enroll after one year of continuous service as outlined above. Members, who choose to receive percentage payouts during DROP enrollment, will remain a member of the Sick Leave Bank until all remaining leave time has been paid.

X. Discontinuance of Sick Leave Bank

If it becomes necessary to terminate the Sick Leave Bank per section (II) above, unused sick leave in the Bank will be distributed in the following manner:

- (a) If the number of unused sick leave days in the bank equals or exceeds the number of members in the bank, each member will receive one (1) of the unused days to be credited to his personal accumulated sick leave account. Those days exceeding the number of members in the bank will be dispensed of at the sole discretion of the Board.
- (b) If the number of unused sick leave days in the bank is less than the number of members in the bank, each member will receive an equal share of the unused days to be credited to his personal accumulated sick leave account. Unused days will be credited in hours.
- (c) Any balance left will be disposed of at the sole discretion of the Board.
- (d) In no instance will the days credited back to members be greater than the number remaining in the bank.
- (e) Any member joining this Sick Leave Bank acknowledges that the limits of liability for any challenge to the Appeals Committee's decision is limited to the number of days the individual contributed to the bank.

## Voluntary Sick Leave Pool

The intent of the “Voluntary Sick Leave Pool” (VSLP) is to allow St. Johns County School District employees to voluntarily donate their earned hours of leave for use by another employee as specified by the donor. Employees who have been employed one (1) year, in which they have earned sick leave, will qualify to donate leave hours. This program will be in addition to the “Sick Leave Bank” outlined in the negotiated agreements, which is intended for terminal conditions. Qualifying for this program is not predicated on membership in the “Sick Leave Bank.”

An employee wishing to donate sick leave hours to an individual:

- Must have been consecutively employed for more than one (1) year in a position which earns sick leave.
- Must have a minimum of 160 hours of sick leave available at the time of donation.
- May donate up to 24 hours per contract year.

An employee who is in need of paid donated sick leave hours:

- Will not be allowed more than 100 days per year of approved leave.
- Must have been employee for one (1) full contract year.
- Must have been on leave without pay for at least 10 days.
- Must be on approved FMLA leave or Board approved medical leave of absence.
- Must be in a position which earns sick leave.
- Will not accrue sick leave days while being paid through the Voluntary Sick Leave Pool leave.

Miscellaneous:

- Donated hours which are not used, by the receiving employee will be transferred to the “Sick Leave Bank” for use in terminal conditions of members.
- Employees who have been paid out (through retirement or separation from employment with the District) all sick leave, must be in unpaid status equal to the number of hours they were previously paid out, plus ten (10) additional days of unpaid leave before becoming eligible for this benefit.
- The donated hours may only be used by the original recipient.
- The Pool will be managed by the HR Department, but approval will be processed through the Voluntary Sick Leave Pool Committee. The committee will be composed of six (6) members; two (2) from each employee group. This will include the Sick Leave Bank committee plus three other members.
- Proper forms will be developed by the District and used for the donated hours.
- The donation of hours will remain anonymous, notwithstanding the Florida Sunshine Laws which may apply.

**ARTICLE XV**  
***Term of Agreement***

- A. This Agreement with each term, condition and benefit included shall be effective the date this Article is signed, after total Agreement has been ratified by both parties and shall continue in effect through June 30, 2014, except that the Term of Insurance Article shall continue in effect until a successor Agreement has been negotiated.
- B. This Agreement constitutes the complete and entire understanding of both parties concerning all matters which were subject to negotiations, and also concerning those matters which were not discussed in negotiations, it being understood that the Association has achieved only those benefits which are expressly set forth in this Agreement. During the term of this Agreement, the Association waives any right to further bargaining, except as outlined in this Agreement.
- C. This Agreement together with all the terms, conditions, and effects thereof (except insurance as referenced above) shall not be extended orally and it is expressly understood that it shall expire on the date indicated. All matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement and this Agreement is subject to amendment, alteration or additions only through the process outlined in this Agreement.
- D. The following Articles only shall be subject to renegotiation for the school terms indicated through the applicable procedure outlined in Article IV, Negotiations Procedure.

Re-openers after last negotiated salary schedule:

- 1. Compensation
- 2. Insurance
- 3. Two Articles selected by the Association and two Articles selected by the Board.
- 4. Under mutual agreement other articles may be opened.

Re-openers any school year which includes a negotiated salary schedule.

- a. Under mutual agreement other articles may be opened

The Association and the District agree to re-open negotiations for only compensation purposes beginning March 2012.

Note: By mutual agreement, the defined openers are not required to be opened.

**ARTICLE XVI**  
***First Coast Technical College/Charter School***

The Association recognizes an agreement between the School Board of St. Johns County, Florida, a statutory corporation, and First Coast Technical College, Inc., a Florida not-for-profit corporation for the purposes of creating and maintaining a charter technical career center pursuant to Section 228.505, Florida Statutes, to be known as the First Coast Technical-College (FCTC) was entered into effective July 1, 1999. The school is designed to provide technology and project educational programs using an integrated relevant curriculum and a hands-on approach to learning with a rigorous and academically challenging environment tailored to the individual needs of its students. The contract between the Board and FCTI addresses the operation of the charter technical career center. The school also serves students in grades 9-12. It is the intent of the School Board of St. Johns County and the First Coast Technical Institute that the contract is subject to the provisions of Section 228.505, Florida Statutes, as amended and shall fulfill the requirement of Section 1002.34.

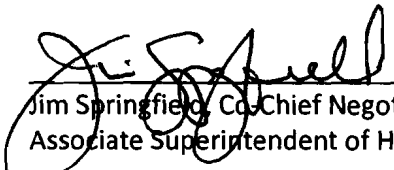
- A. Therefore, in order to support the development and implementation of the First Coast Technical College, the Board and Association agree to provide flexibility and resources to the extent possible for the implementation of the charter school.
- B. The Board and the Association recognize that providing FCTC with increased responsibility for making decisions with regard to best meeting the needs of their particular student populations can foster the exchange of ideas and information, can provide for the most effective instructional practices, and can therefore improve the educational process.
- C. The parties agree that FCTC staff shall be given greater flexibility to develop innovative programs to meet the common goals of the Board and the Association. When such a program has the effect of deviating from the existing contract the deviation will be negotiated prior to implementation.
- D. The following special conditions will apply to FCTC:
  - 1. All provisions of this agreement will apply to FCTC employees that are included in the bargaining unit.
  - 2. An additional step in the grievance procedure (Step One-A) is added.
  - 3. A committee to facilitate implementation will be composed of three (3) members of the Association and three (3) members of the FCTC Administration. The FCTC Board of Directors will review and reach consensus on items recommended to them from the committee.
- E. If any FCTC initiative is contrary to the terms of the collective bargaining agreement, the deviation from the collective bargaining agreement will require a waiver, in writing. The contract waiver will be considered an addendum to the collective bargaining agreement, must specify the contractual provisions waived, the nature and duration of the contract waiver, and the employees affected by the contract waiver and must be signed by both parties to the agreement. Any dispute as to its interpretation or application will constitute a grievance within the meaning of Article V of this agreement.

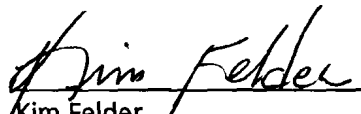
**Memorandum of Understanding  
Between the  
St. Johns County School District  
And  
St. Johns Education Support Professional Association**

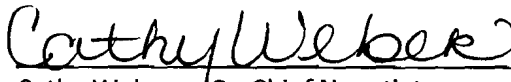
**May 2011**

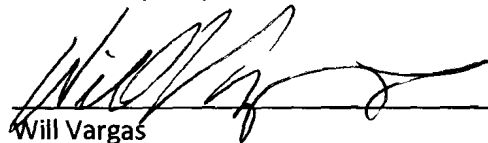
This memorandum is written as part of the signed and ratified proposal between the St. Johns County School District and the St. Johns Education Support Professional Association for the 2011-2012 school year.

1. There will no change in the current salary schedule as outlined in the 2010-2011 Collective Bargaining Agreement.
2. Employees on step 13 as of June 30, 2011, will receive a one-time lump sum longevity payment of \$450 in their final pay check of the 2011-2012 school year. The employee must be employed through the last day of their work year.
3. No advancement on levels (no anniversary step increases) will occur during the 2011-2012 school year.
4. All 10-month employees will have the option to earn a maximum of 16 additional hours at their hourly rate of pay. The 16 hours must be earned by attending inservice provided which consists of appropriate topics relative to support staff during the summer and on non-work days between July 1, 2011 and April 30, 2012. A variety of inservices will be provided throughout the year, beginning in early July. (Regular part time employees in like positions will have the option for the same 16 hours.)
5. 12 month employees on a 252-day calendar will have the option to work the equivalent to a maximum of 16 additional hours paid at their hourly rate of pay. The week of April 2, 2012 will consist of four (4) ten-hour days, leaving Friday off for Spring Break.

  
\_\_\_\_\_  
Jim Springfield, Co-Chief Negotiator  
Associate Superintendent of Human Resources

  
\_\_\_\_\_  
Kim Felder  
President (SJEA)

  
\_\_\_\_\_  
Cathy Weber, Co-Chief Negotiator  
Director, Human Resources

  
\_\_\_\_\_  
Will Vargas  
Northeast Florida Service Unit

## A

Absence, 18, 31,32,33, 67  
accumulated leave, 32, 34, 41, 64,  
65, 66  
Administrator, 4, 6, 7, 8, 9, 14, 16,  
17, 20, 33,75  
adoption, 36  
advancement, 41  
Annual Leave, 30, 33, 34  
assault, 38  
assessment, 7, 25, 64, 74  
assignment, 6, 7, 18, 19, 20, 21,  
24, 25, 28, 32, 39, 40, 42, 44,  
47, 75

## B

bonus, 43

## C

Cafeteria, 4, 21, 23, 43, 74  
certification, 4, 36, 53, 65  
certified, 4, 12, 22, 23,24, 28, 47,  
53, 73  
Child Rearing, 35, 36  
committee, 12, 13, 24, 26, 62, 63,  
64, 65, 66, 67, 69, 72  
complaint, 15, 38  
conference, 14, 15  
continuous 19, 20, 21, 33, 42, 64,  
65, 66  
Conviction, 18, 19, 20

## D

death, 32, 33, 34, 42, 62  
deduction, 73  
deductions 6, 7, 62  
deficiencies, 19  
directives, 24  
Discipline, 24, 31, 35, 38  
dismissal, 20  
dismissed, 18, 19  
driving time, 22, 24, 25, 26  
dues, 2, 6, 73, 74

## E

Emergency Calls, 22  
equipment, 9, 11, 22  
evaluation, 2, 15, 29, 30  
examinations, 21, 22  
Exceptional Student Education,  
28, 45  
extended illness, 65

## F

felony, 18, 20  
Field trips, 24, 25, 43  
First Coast Technical, 2, 13, 15,  
24, 25, 69, 72  
Florida Statutes, 8, 12, 69  
fulltime, 23, 41  
Full-Time, 4, 5, 23, 31, 33, 36, 39,  
43, 44

## G

grievance, 2, 6, 11, 12, 14, 15, 16,  
17, 20, 24, 42, 69, 75  
Grievant, 14, 15, 16

## H

hazard, 24, 38  
hazardous 24, 38  
hearing, 6, 14, 16, 19  
holiday, 21, 27, 33, 43  
hourly, 24, 31, 34, 44, 45-60

## I

illegal, 5, 7, 18  
injury, 32, 65  
Inservice 23, 24  
insubordination, 16, 17  
Interpreters, 52  
involuntary, 39, 41, 47

## J

Job descriptions, 23,  
Jury Duty, 31, 32

## L

life insurance, 62, 63  
long term disability, 62  
lunch, 7, 21, 23, 44

## M

Managers, 4, 52  
maternity, 32, 35  
military, 31,32, 35, 36, 41, 74

## N

neglect, 18, 19  
negotiations, 2, 3, 6, 9, 11, 12, 68  
non driving, 24  
non-renewed, 18, 19  
Nurse Assistant, 53

## P

Part Time, 4, 5, 6, 21  
pay calendars, 43  
performance, 18, 19, 20, 28, 29,  
39  
post-planning, 21  
pre-planning, 21  
Political, 7, 8, 35, 36, 38  
probationary, 15, 19, 20, 28, 29  
public record(s), 8

## R

Reassignment, 39,40, 21  
rehired, 19, 28, 41, 46  
Reopen, 36  
representation, 13, 22, 61  
Representative, 4, 6, 7, 8, 9, 10,  
11, 12, 15, 16, 17, 23, 26, 29,  
31, 32, 38, 64, 73  
reprimand, 6  
retiree, 63  
retirement, 5, 33, 34, 41, 42, 43,  
63, 65, 67, 72  
route, 24, 25

## S

Seniority, 4, 5, 25, 28,39  
Sexual harassment, 18, 19  
Student Conduct Code, 25

## T

telephone, 7, 26  
temporary, 4, 7, 10,  
terminal pay, 41, 42  
Title I, 45, 47  
transfer, 5, 11, 39, 40, 41, 45, 46,  
47, 74

## U

uniforms, 20, 22, 43

## V

vacancy, 28, 35, 40  
violation, 14, 15, 17, 18, 19, 27  
Voluntary Sick Leave Pool, 67

## W

waiting time, 25  
waiver, 5, 69  
workday, 6, 7, 9, 14, 15, 16, 17,  
19, 20, 21, 24, 25, 31, 34, 35,  
43, 65

## Appendix A

### Standing Committees

1. Human Resources Procedures Committee---This group will meet to review personnel policy and rules established and proposed changes to those rules by the HR department; provide input on the district substitute policies; investigate the buy-back of sick leave by employees.
2. Special Retirement Benefit Committee (Special Retirement Benefits, p.44)
3. Calendar Committee (Article XV, Professional Employee Term of Employment)
4. Budget/Finance Committee---This group will provide input to the Board on district wide budget priorities.
5. First Coast Technical College (FCTC)
6. Staff Development Committee

### Standing Committees

1. Sick Leave Bank Committee (Article XX, Employee Voluntary Sick Leave Bank)
2. Insurance Committee (Article XIV, Insurance)

## Appendix B

### Florida Education Association

213 South Adams Street  
Tallahassee, FL 32301

118 North Monroe Street  
Tallahassee, FL 32399-1700

\_\_\_\_\_  
School Or Work Site

\_\_\_\_\_  
Local Association

SOCIAL SECURITY NUMBER		

REG	SERVICE UNIT	CNTY	LOCAL	DIST	BLDG	

	LAST NAME	FIRST NAME	M.I.
NAME			
ADDRESS			
CITY & STATE	ZIP		
HOME PHONE	(   )	HOME E-MAIL	
WORK PHONE	(   )		

	MEMBER SHIP CODE	ANNUAL PAYMENT
ASSN		
NATIONAL		
STATE		
SERVICE UNIT		
LOCAL*		
INITIAL YEAR TOTAL		

SEE CODES ON BACK OF FORM

SUBJECT CODE	[ ]	POSITION CODE	[ ]	LEVEL CODE	[ ]	ETHNIC CODE	[ ]	METHOD OF PAYMENT CODE	[ ]
--------------	-----	---------------	-----	------------	-----	-------------	-----	------------------------	-----

SEX CODE	[ ]	DATE OF BIRTH	[ ] / [ ] / [ ]	REG VOTER CODE	[ ]	PARTY AFFL CODE	[ ]	PRECINCT NO	[ ]
----------	-----	---------------	-----------------	----------------	-----	-----------------	-----	-------------	-----

- Payroll Deduction. I hereby agree to pay, and authorize my employer to deduct, the dues and assessment described above and as are certified by the Association to the School Board for each year thereafter from my salary and direct and authorize my employer to pay such amounts to the Association in accordance with payroll deduction procedures in effect; provided, however, I may cancel my membership and this authorization by providing 30 days' written notice to the School Board and Association notifying them of such revocation as provided by law.
- Cash Member. I hereby agree to pay the Association the dues and assessments described above and as may be prescribed by the Association and certified to the School board for each year thereafter.

\_\_\_\_\_  
Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Local Association Representative

The following is represented in the form of codes. Please indicate in the appropriate area the code which is applicable to you.

<b>Subject</b>	<b>Position</b>	<b>Level</b>	
01 Adult Basic Education	01 Audio Visual Technician	01	Preschool/Kindergarten
02 Agriculture	02 Cafeteria Worker	02	Elementary
03 Architecture	03 Classroom Teacher	03	Intermed./Middle/Junior
04 Area Studies	04 Coach	04	High
05 Art	05 Counselor/Psychologist	05	Post Sec.Voc Educ
06 Biological Science	06 Custodian	06	Community/Junior College
07 Business	07 Health Care Professional	07	College
08 Communication	08 Librarian	08	University
09 Computer Science	09 Maintenance Personnel	09	Central Site
10 Driver Education	10 Office Support/Secy.	99	Other
11 Education	11 Principal/Asst. Principal	<b>Ethnic*</b>	
12 Engineering	12 Retired	1	American Indian/Alaska Native
13 English/Language Arts	13 Speech/Hear. Therapist, Clinician	2	Asian
14 Fine and Applied Arts	14 Supervisor/Director	3	Black
15 Foreign Lang. & Lit	15 Staff Association	4	Hispanic
16 Forestry	16 Student	5	Caucasian (not of Spanish Origin)
17 Geography	17 Superintendent	9	Unknown
18 Health & Phys. Educ.	18 Teacher Aide		
19 Health Professions	19 Transportation Pers.	<b>Party Affiliation</b>	
20 Home Economics	20 Adjunct Faculty	R	Republican
21 Industrial Art	21 Admin. Office Personnel	D	Democratic
22 Interdisciplinary Studies	22 Assistant Professor	I	Independent
23 Law	23 Associate Professor	O	Other
24 Library Science	24 Instructor	<b>Method of Payment</b>	
25 Mathematics	25 Lecturer	1	Cash
26 Military Science	26 Professor	2	Payroll Deduction
27 Music	80 Social Worker	3	Easy Pay
28 Philosophy	99 Other	<b>Registered Voter</b>	
29 Physical Science		Y	Yes
30 Psychology	<b>National Membership Types</b>	N	No
31 Public Services Curric.	10 Active – professional	U	Unknown
32 Reading	15 Substitute	<b>State Membership Types</b>	
33 Religion and Theology	25 Active-educational support	10	Active
34 Science	30 Active Life	15	Substitute
35 Social Sciences	33 Active Life/Retired Life	25	Educational Support
36 Social Studies	35 Active Life/Retired Annual	30	Life ***
37 Special Education	40 Staff	40	Staff
38 Speech and Drama	45 Reserve	45	Reserve
39 Vocational Education	50 Retired – Annual	50	Retired – Annual
90 No Subject Taught	53 Retired - Lifetime	53	Retired – Lifetime
91 General Subjects	59 Pre-Retired – Lifetime	59	Pre-Retired – Lifetime
99 Other	60 Student	60	Student

\*Ethnic minority information is optional and failure to provide it will in no way affect your membership status, rights, or benefits. This information will be kept confidential.

Annual membership dues to the NEA includes \$2.58 for NEA TODAY or \$5.67 for the Higher Education publications.

\*\*\*Available only to those Life members of the Florida Education Association (FEA) as of April, 1975 who resigned their FEA membership and requested its transfer prior to September 1, 1982

APPENDIX C

*Official Grievance Form*  
As Outlined in Article V (N)

NAME(S): \_\_\_\_\_

SCHOOL: \_\_\_\_\_ ASSIGNMENT: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_

**STEP ONE**

DATE CAUSE OF GRIEVANCE OCCURRED: \_\_\_\_\_

RELATES TO ARTICLE(S) \_\_\_\_\_ PARAGRAPH(S) \_\_\_\_\_

SUBPARAGRAPH(S) \_\_\_\_\_

OF AGREEMENT BETWEEN THE \_\_\_\_\_ ASSOCIATION AND THE  
DISTRICT SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA.

STATE OF GRIEVANCE (INCLUDE STATEMENT FOR EACH ARTICLE) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RELIEF SOUGHT (FOR EACH ARTICLE) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE) (DATE)

DEPOSITION OF ADMINISTRATOR (FOR EACH ARTICLE) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE) (DATE)

District Grievance No. \_\_\_\_\_

For additional information in regards to this contract, please contact:

***St. Johns Educational Support Professional Association:***

*Kim Felder, President 2008- Present*  
St. Johns School Support Association  
(904) 315-4486

Will Vargas  
Northeast Florida Service Unit  
FEA  
2301 Park Avenue, Suite 305  
Orange Park, FL 32073  
1-800-940-6338

***St. Johns County School District:***

Joseph Joyner, Superintendent of Schools  
St. Johns County School District  
40 Orange Street  
St. Augustine, FL 32084  
(904) 547-7502

Jim Springfield, Chief Negotiator  
Cathy Weber, Co-Chief Negotiator  
St. Johns County School District  
40 Orange Street  
St. Augustine, FL 32084  
(904) 547-7604

This contract can also be viewed at [www.stjohns.k12.fl.us/contracts/sjsa1.html](http://www.stjohns.k12.fl.us/contracts/sjsa1.html)