

TA Biting Koch 8/6/26
Saff Aug 8th 2020

ARTICLE VI
General Terms and Conditions of Employment

A. ANNUAL EMPLOYMENT STATUS– Effective this Agreement, all employees shall serve a ~~one (1) year~~ two (2) year ~~annual~~ probationary period which may be extended to ~~three (3) years~~ ~~two (2) year~~ four (4) years when prescribed by the Board and agreed to in writing by the employee, and then shall be considered a ~~continuous~~ permanent employee. ~~All employees covered by this Agreement (who have been employed for the length of the probationary annual 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 school 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 ~~thirty (30)~~ **fifteen (15)** workdays prior to the end of the contract date for the current school/fiscal year.
 3. 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 their designee. After hearing arguments and receiving evidence from the affected employee/and or their representative, the Superintendent will either uphold the preceding action or recommend reemployment and notify the employee in writing within ten (10) workdays. The decision of the Superintendent will be final.

CONTINUOUS EMPLOYMENT STATUS – Continuous employment status may be granted to an employee who has completed ~~six (6) months~~ **two (2)** **successive years** ~~one (1) year~~ 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.

4. The continuous employment status shall be effective at the beginning of the school/fiscal year following completion of all requirements.
5. **The period of service provided herein may be extended to three (3) four (4) years when prescribed by the principal/supervisor. and agreed to in writing by the employee.**
6. ~~A supervisor will initiate an improvement plan in writing should an employee holding continuous status be charged with performance deficiencies. At the start of the improvement period, the supervisor will meet with the employee to clarify the desired standard and provide any additional suggestions, training and/or assistance as may be appropriate in a written assistance plan. Such suggestions, training and/or assistance shall be noted in writing and an initialed copy retained by both the administrator and employee. Should an employee fail to be successful at completing an improvement plan, they may be non-renewed.~~

An employee holding continuous employment status may be non-renewed when the principal/supervisor charges 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 = Timelines shall be established for alleged deficiencies to be corrected.

~~7. 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.~~

7. An employee may **face progressive discipline, be non-renewed, suspended, dismissed, or returned to probationary status as defined in Article II of this contract** 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.
- 8. An employee with continuous employment status recommended for non-renewal, suspension, termination ~~they~~ or return to probationary ~~probationary~~ annual status may file a grievance at Step Two of the Formal Grievance Procedure in accordance with Article 5 V of this agreement. Such request shall be submitted in writing to the Superintendent within fifteen (15) working days of receipt of notification of the action being taken.
- 9. 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 force procedure of this Agreement.
- B. Absence of an employee without proper leave, under the terms of this Agreement, is grounds for dismissal.
- C. 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 operators) 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 because 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.
- D. The minimum length of regular full-time employees normal work week and length of the work year will be established by the employee's 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 because of the reduction of force procedure outlined in this agreement.
- E. If an employee's hours are permanently changed, the employee shall be notified in writing. A minimum of two weeks written notice shall be given to employees who will be required to permanently change their scheduled work hours/days. This notification does not apply to summer schedules for 12-month employees nor temporary changes to cover vacancies or leaves during the year.

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

Bus operators 186 Days including 6 Paid Holidays
Cafeteria 186 Days including 6 Paid Holidays
10 Months 196 Days including 6 Paid Holidays
12 Months 252 Days including 12 Paid Holidays

- G. Current 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.
 3. 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 30minutes.
- 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 fulfill 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 District will not direct its employees to perform duties which are deemed to be regulated by the nurse practices acts. Employees who are required to administer, dispense medications or provide services to individuals with disabilities shall be provided training and are afforded protection from personal liability subject to the provisions of Florida Statutes.
- O. 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.
 - 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.
- P. 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 the extent of maintenance needed for the tools or equipment.
 - 2. 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.
 - 3. Employees shall be responsible for taking care of tools or equipment they use, keeping them clean and in good repair.
 - 4. Any problems with equipment will be reported to the supervisor or principal, in writing.
 - 5. Employees who have been furnished uniforms as outlined in the Compensation Article must always wear their uniforms while on duty unless approved by the employees' immediate supervisor in advance.
 - 6. Employees who have been furnished uniforms will be responsible for keeping them clean and in good repair.
- Q. 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 employees shall complete all required forms and/or documents.
- R. First aid kits shall be furnished by the Board, as appropriate, for each work site, cafeteria and vehicles. Employees are responsible to notify the principal or supervisor verbally and in writing of any location where first aid kits are missing items.
- S. Break time shall be scheduled by the principal/supervisor and shall be outlined as follows:
1. Full time employees assigned to work continuously between ~~5~~ 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.
 3. 12-Month Employees will be granted two (2) fifteen (15) minute breaks per day during the summer months when the district is working four (4) ten (10) hour days per week. The break time is not to be contiguous to the employee's lunch period.
 4. 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.
- T. The principal or supervisor may provide, if in their 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.** ~~Compensable time/adjusted work time shall be tracked in a standardized system across the district. With prior approval of a supervisor, compensable time may be used within the school year in which it is earned. At the end of the school year, any unused compensable time will be paid to the employee at their hourly rate of pay.~~
- U. Job descriptions will be available from principals or supervisors for employees who request a copy. The board shall provide all new employees a copy of the current job description and updated changes will be provided as appropriate.

- V. 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. See Article XII regarding compensation for inservice.
 - 2. Nothing in this Article relieves the employee from the responsibility of being proficient in performing their assigned duties and responsibilities.
- W. Employees will be surveyed by the Director of Professional Development annually regarding recommendations for inservice opportunities to be provided by the district.
- X. 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.
- Y. A notice will be posted on the front door of each school district location/facility in which surveillance equipment is in use.

Specific Working Conditions

1. School Bus Operators and School Bus Attendants

The primary responsibility of bus operators 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 operators are guaranteed twenty-five (25) hours per week or five (5) hours per day for less than a normal work week.

- 1. The parties agree that the Student Code of Conduct shall be enforced on school buses in the same manner as any other school property including school buildings. All operators shall be furnished a copy of the Student Code of Conduct 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 operator to read the Student Code of Conduct, be knowledgeable of the contents, and act accordingly. Violations of the Student Code of Conduct shall be reported to the school administrator by the bus operator and/or attendant when they occur.
- 2. All school bus operators are required to maintain a Class A or Class B Commercial Driver's License (CDL) with passenger and school bus endorsements. Failure of a bus operator to notify the Director of Transportation of suspension or revocation of their license (personal, CDL or state bus operator) shall be grounds for disciplinary action, up to and including discharge.

3. A training program for all bus operator and attendants will be established by the board. The Transportation Department will provide an Employee Handbook to all bus operators and attendants upon hire with the district and a current copy at the start of each school year.
4. All school bus operators are required to complete and pass an annual Department of Transportation physical examination by a Department of Transportation certified physician from a healthcare facility identified by the St. Johns County School District as well as a dexterity test by a certified examiner with the St. Johns County School District Transportation Department.
5. 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. School bus operators are required to monitor these communications while on a route.
6. If a bus operator has any concern relating to the action or inaction of any attendant, and/or other employee assigned to their bus, the operator shall file a written report to the Director of Transportation with a copy to the immediate supervisor of the individual involved.
7. Nothing in this agreement prohibits the School Board from using other qualified employees to drive school buses.
8. All buses shall be equipped with a fire extinguisher, first aid kit, gloves, mouth breathing apparatus and necessary supplies for containment and/or cleanup of body fluids (blood, vomit, etc.)
9. The established average time for required inspections, cleaning, fueling, and other responsibilities of the bus operator will be included in the work day/work week for pay purposes.
10. In the fourth 4th quarter of each school year, management will communicate through a summer job fair the availability of summer work. Placement will be determined by ~~first by interest, then qualifications and finally by seniority.~~ **management based upon interest, performance and qualifications.**
11. ~~Any meeting held at a location other than an employee's normally assigned compound will offer shuttle service to and from the compound to the location of the meeting.~~

