

NEGOTIATED AGREEMENT

between

**DISTRICT SCHOOL BOARD
OF ST. JOHNS COUNTY**

and

**ST. JOHNS EDUCATIONAL SUPPORT
PROFESSIONAL ASSOCIATION**



2024-2027

Revised: June 2024

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SJESPA
2024-2027
Revised June 2024

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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 the 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 30th day of April, 1981 in matters relative to hours, wages and conditions of employment for the bargaining unit of educational support professionals 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 Operators, 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).

Notwithstanding the foregoing, the Board and Association recognize that as of May 29, 2024, the Association has a Representation-Certification Petition pending before the State of Florida, Public Employee Relations Commission in Case No. 2023-70. Through the Representation-Certification Petition, the Association seeks to modify the job titles included within the Unit. To the extend the Association's Representation-Certification Petition is granted modifying the job titles included within the Unit, the Board and Association agree to include such job titles in the Unit recognized in this Agreement.

- B. 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.
- C. 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 they those respective parties.
- D. The term "employee," when used hereinafter in this Agreement, shall refer to all members of the educational support professional unit represented by the Association as defined above, and reference to male employees shall also include female employees.

- E. The term "Board," when used hereinafter in this Agreement, shall refer to the District School Board of St. Johns County, Florida they their designee(s).
- F. The term "Association," when used hereinafter in this Agreement, shall refer to the St. Johns Educational 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.
- G. 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.

ARTICLE II

Employee and Association Rights

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 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. No employee shall be prevented from wearing pins or buttons which identify membership in the Association or its affiliates.
4. Employees shall be disciplined only for proper cause.
5. When an employee is required to appear before an administrator/supervisor, Weingarten rights shall apply.

When an employee is to be given a (letter of reprimand or final letter of reprimand) the employee shall 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 disciplinary meeting. 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.

6. When Association representation is requested by the employee, the meeting shall be scheduled when an Association Representative can be present, not to exceed three (3) working days from the date of the requested meeting.
7. The administrator/supervisor shall provide official reprimands to the employee which will be placed in the employee's personnel file after ten (10) working days. The employee shall have the opportunity to make a written response to the reprimand for attachment and inclusion in the personnel file. A copy of the response shall be provided to the principal or appropriate administrator/supervisor and to the Associate Superintendent of Human Resources.

B. Association Rights

1. The Association agrees that it will not, during the period of 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 agree the Association may communicate with its bargaining unit members by utilizing mailboxes, electronic mail and/or the association bulletin board, provided all applicable School Board policies are followed and the following stipulations apply.
 - a. A copy of all such bulletin board material shall be shown or provided to the administrator or their designee, prior to placement on bulletin board.
 - b. All items are to be nonpolitical in nature in nature other than simple announcements of endorsement.
 - c. All items will be used for legal purposes in communications with the members of the bargaining unit, and that such communications will not be derogatory of the Board or Board representative.
 - d. All items 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 or mailboxes that do not meet these requirements. In the event something is removed, the association representative will be notified.
 - f. The Association agrees that electronic mail is not a secure communication and is subject to open records review as called for by Florida Statutes.
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. Duly authorized representatives of the Association who are not on duty and are not being paid by the Board (limited to a maximum of two at any one time) 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.
6. 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 at the rates established in School Board Rule 3.07.
7. 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 for the use of the facility shall be paid by the Association.
8. 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 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 their duty hours.
 - c. No equipment is to be removed from the school center.
 - d. No equipment will be used for political purposes.
9. Association president or designee shall be entitled to twenty-five (25) days each year for association business without loss of compensation, provided the association will reimburse the board for all cost involved. The Association president or designee will communicate with the school's secretary for reimbursement of days used for association business.
10. 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 (TDE) to serve as delegates to the Association's annual meeting. Should the employee take TDE, the Association will reimburse the Board for all costs for involved. The purpose of this leave will be indicated on the leave request to attend the annual meeting.
11. All rights in this contract granted the Association as the bargaining agent are exclusive to the Association.
12. The Association faculty representative shall be given the opportunity at the close of each regular faculty meeting to present brief reports and announcements, provided, that in any school which does not hold regular scheduled faculty meeting, the representative shall have this opportunity at faculty meetings that are held.

*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
 - * hire, promote, suspend, discharge, and demote employees;
 - * transfer employees;
 - * assign work
 - * select employees for extracurricular duties
 - * subcontract
 - * determine the size of the work force and to lay off employees;
- This 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. Those 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 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 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 their 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 no 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. The finalized, official Agreement shall be posted on the district website after being reviewed by both parties.
- H. 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. All active working committees shall present their recommendations to the bargaining teams at least two times a year. Inactive working committees can be resumed at any time by either party.

- I. 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.
- J. 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 procedures will be kept as informal and confidential as may be appropriate at any level.
- B. Definitions
1. **Administrator** – shall mean immediate supervisor, principal of the school or supervisor or a work center or their designee.
 2. **Association** – As defined in Article I (E).
 3. **Bargaining Unit** - Shall mean all employees of the Board who are members of the Association or eligible to be members of the Association.
 4. **Days** - The term "days" when used in this article shall mean employee work days.
 5. **Employee** – As defined in Article I (C).
 6. **Grievant** – Shall mean the employee or group of employees filing a grievance._
 7. **Grievance** – shall mean any claim by an employee, or group of employees, that there has been a violation, of any section of this Agreement to which aggrieved employee is a party, may be processed as a grievance as hereinafter provided. If such claim would affect a department(s), then such claim shall be filed as a "class" grievance.
 8. **Party** - Shall mean the Board and the Association except that in the case where there is no Association backing, it shall mean the Board and grievant.
- C. Procedural Guidelines:
1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is to be considered the maximum, and every effort should be made to expedite the process before the deadlines are reached.
 2. Time limits may be extended by mutual written agreement when signed by the parties.
 3. All grievances shall be brought to the attention of the appropriate principal or supervisor within fifteen (15) workdays of the alleged violation or they will not be considered.
 4. 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.
 5. 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.

6. 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.
7. 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.
8. 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.
9. Copies of the Board representative's decisions given at any step of the grievance procedure shall be immediately delivered to the grievant.
10. A grievance may be withdrawn at any level, but the same grievance may not be filed a second time by the same party.

D. Contents of the Grievance: A formally written grievance shall contain the following:

1. Name and signature of the grievant or the Association in the event of a class action.
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. Representation: All members of the bargaining unit may have the right of Association representation at each level of the grievance procedure.

1. 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 and in accordance with Chapter 447, Florida Statutes. An employee shall choose whether to be represented in the grievance procedure by the Association or represent themselves. The resolution of any grievance as defined herein shall not be inconsistent with the provisions of this contract. Association representation shall be provided an opportunity to be present at any meeting.
2. 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.

3. If the same grievance affects more than one employee at the same school/work site, an Association Building Representative/president or designee may file a class action grievance on behalf of the employees at Step One of this procedure.
4. Separate grievances filed under this Agreement which do not qualify as "class action" under B and C above will be handled separately and not combined for arbitration.
5. If the grievance arises from an action of authority higher than the principal of a school, the employee/president or designee may present such grievance at Step Two of this procedure.
6. If hearings and conferences are scheduled by the administrator during working hours, 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.
7. Any investigation or 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.
8. It is expressly agreed that the following matters shall not be the basis of any grievance filed under the procedure outlined in the Article.
 - a. The failure to reemploy any annual or probationary employee.
 - b. The placing of an annual employee on a fourth year probation.
 - c. The failure to employ or reemploy to a position on the extra-duty schedule involving a supplement.
 - d. The failure to employ or reemploy to a Part Time as Needed second position.
 - e. Any matter involving substance (content) of employee evaluations.

F. Grievance Progression

1. Informal:

An attempt shall be made to resolve any grievance in informal, verbal discussion between grievant and employee's administrator where the grievant shall advise the supervisor of the Agreement alleged to have been violated. 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.

2. 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 Two:

Unless the parties agree to adopt the report of the administrator, it may be submitted to the Superintendent or their designee within five (5) workdays of the Step One report. The Superintendent, or their designee, and the aggrieved employee, and their 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 their 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 solely by the Association or the Board to arbitration if a request is made for arbitration within ten (10) workdays.

G. Arbitration

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.

1. 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.
2. 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.
3. The arbitrator shall have no power to alter, add to, subtract from, disregard, or modify any of the terms of the Agreement.

4. The arbitrator's powers shall be limited to deciding whether the express articles of this Agreement have been violated, misinterpreted, or misapplied.
5. 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.

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 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 three (3) successive years 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 four years when prescribed by the principal/supervisor and agreed to in writing by the employee.
6. 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.
8. 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.
9. An employee with continuous employment status recommended for non-renewal, suspension, termination they 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.
10. 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.

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 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 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.

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.
- 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 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 management based upon interest, performance and qualifications.

ARTICLE VII

Reduction in Force

- 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 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 district will provide written notification to the Association no later than 30 calendar days before the action is to become effective. The notification shall include the following information:
 - i. The reason(s) for the reduction in force.
 - ii. The projected number of positions affected.
- B. If reduction of employees becomes necessary, written notification of the reduction shall be given to the affected employee no later than 15 calendar days before the action is to become effective.
- C. Upon receipt of notification of reduction in force, employee(s) may update their address and phone number in the SJCSO computer system prior to the last date of employment to ensure that the Human Resources Department has accurate records for further communication. Should changes in contact information occur after the last date of employment, the information may be sent directly to the Human Resources Department.
- D. The order of reduction shall be:
 - 1. Probationary employees, by seniority (as defined on page 4) within the same job classification, salary schedule and assignment within job classification.
 - 2. Regular employees, by seniority (as defined on page 4), 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.
- E. When a RIF occurs, employees affected will be offered an interview for any known vacancy within the county system for which they are qualified provided that the employee completes an online application and applies for the vacancy through the SJCSO application system.
- F. When employees are to be recalled, the Board shall determine the number of positions rehired, and in filling these jobs employees who have been RIFed will be recalled first in reverse order of seniority by job classification they specialized duty assignment for which they are qualified.
- G. Employees will be recalled as outlined above for eighteen (18) months from date of RIF 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 Associate Superintendent 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 their 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/Personnel File

- 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 educational support professional, 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 their supervisor or principal.
 - 1. Probationary employees may 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 may 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.
- G. All evaluations of an employee shall be concluded prior to severance, when the employee has given the board a two week notice of resignation. (moved from below)

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 their 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 their personnel file unless the employee has an opportunity to review, sign and date said material. Copies of any complaints which are placed in the personnel file are to be sent to the employee at their residential address, with an additional copy sent to the employee's principal or supervisor.
- C. Employees shall have the right to respond to all materials contained in said file. The employees response shall be attached to that material and shall become part of said file.

- D. Any memorandum or letter of reprimand to an employee from their principal or supervisor, which indicates a copy to the personnel file, will be signed (all copies) by the employee prior to being placed in the personnel file provided:
1. The employee's signature on the copies does not signify agreement but only verifies that the employee received a copy of the memorandum or letter.
 2. In the event an employee is not available to sign the letter or memorandum, a copy will be sent to the employee by certified mail with return receipt requested.
 3. The employee may write a letter of rebuttal which will be attached to any letter of reprimand or memorandum.
- E. Personnel files of members of the bargaining unit shall be maintained in accordance with Florida Statute. Employees shall have the right to place written materials that pertain to the employee's position in the district, such as commendations or summaries of achievements of noteworthy nature, in their personnel files.
- F. Employees may make an inquiry with the Community Relations Department to determine if their personnel file has been reviewed under the Florida Public Records Law.

ARTICLE IX *Leave Provisions*

Leave is permission, granted in advance by the Board, for an employee to be absent from their 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 their 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.

Employees returning from a leave of absence will be placed in the first available vacant position at their current salary for which s/he is qualified not to exceed two (2) months from the employee's written notice to return to work and physician's clearance if the employee was on a medical leave. Employees will return the following school year to the school where they were assigned at the time leave was granted.

A. LEAVE WITH PAY

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. [Note: This article does not change the intent of the language in Article VI, paragraph R.] The following leaves with pay may be granted by the Board under the conditions outlined in this Agreement: 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
- Employee Working More Than One School District Job
- Religious Observance
- Bereavement Leave

1. Sick Leave

Full time employees shall earn sick leave at the rate of one (1) day per month of full time employment. 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.

- a. Sick leave may be used only when necessary and the professional employee is unable to perform their duty because of personal illness injury, pregnancy, maternity, or because of illness or death of father, mother, brother, sister, husband, wife, child or other close relative, or member of their own household. Sick leave may be used for well-care medical visits. The professional employee shall notify their immediate supervisor if possible before the opening of school on the day on which he/she must be absent, except for emergency reasons recognized by the Board as valid. The professional employee must notify their immediate supervisor during the day prior to return to duty station when he/she will return. Failure to do so will result in the professional employee being charged with an additional day of leave. On the date of return to work, the professional employee shall file a written statement to their immediate supervisor which will set forth the day or days absent and reason for such absence. Sick leave days must be substantiated by a physician's statement, if requested by the Superintendent or their representative; in such case, the Board will designate a physician and pay the cost of this service.
- b. 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 the 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.

2. Military Leave (Annual Training)

A professional employee in the National Guard or active reserve, who participates in required "annual military training", shall, if possible, schedule their 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 follow State and Federal laws in relation to leave, pay and return to assignment provided that a copy of orders and written evidence that an effort was made to serve the duty at the time when the professional employee was not on duty for the Board.

3. Jury Duty

A professional 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

A professional employee may be granted up to two (2) days of personal leave for emergency purposes that requires the professional employee to be absent from their 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 and will not be counted against the allowed six (6) personal days.

5. Personal (With Pay)

A professional 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 Associate Superintendent 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 as defined in 6(b).
- 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. Employees who are working in two or more regular job classifications that equal 25 hours per week or more will earn leave based upon the number of hours worked in the combination of jobs up to a maximum of eight (8) hours per day. If the employee's combined position exceeds eight (8) hours of work per day, the employee may use their accrued leave time for the total number of hours in their workday (example: ten (10) hours) or they may use eight (8) hours of leave time and take the excess daily time without pay (example: ten (10) hour workday: use eight (8) hours of leave time and two (2) hours without pay).
- b. Part Time As Needed positions do not accrue leave.

8. Religious Observance

Employees of any faith who are scheduled to work on religious holidays may request, in writing, and shall be granted, leave (up to 2 days per school year) based on notification to their principal or director and approval by Human Resources. The employee will make up the time as mutually agreed upon 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 three (3) days of bereavement leave per contract year due to a death in their immediate family. Immediate family is defined as father, mother, brother, sister, spouse, child, or their in-law or step relative counterparts or other close relative, or member of their household. This day will not be charged against the employee's sick leave or personal leave and they are non-accruable.

The District may require proof of death within thirty (30) days after Bereavement Leave is taken. A copy of the newspaper or online obituary or the funeral card/program for the deceased are examples of acceptable proof of death.

10. Wellness Leave

Education support professionals may submit leave for one (1) hour of Temporary Duty Elsewhere (TDE) during non-student contact time for the purpose of completing their Biometric Screening portion of the Health Risk Assessment.

B. Leave Without Pay

The following leaves without pay may be granted by the Board under the conditions outlined in this Agreement. No leave without pay will be granted until the employee has exhausted all accrued leave time. No leave is granted beyond the school year in which approved by the Board unless specifically approved and extended by the Board:

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 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 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(s). To the extent allowable under Florida Statutes 768.28, employees will be advised that the Board will provide legal counsel to advise the employee of their 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.
2. If an employee is sued because of any legal action taken during assigned duties by the employee while in performance of their employment, the Board shall provide legal counsel to the extent allowable under F.S. 768.28.

B. Personal Freedom

1. Employees shall not be subject to discipline under the provisions of this Agreement by virtue of their 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.

Voluntary:

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 online application system at any time. 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.

Involuntary:

1. 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. When involuntary transfers are necessary, lists of vacant positions in other schools/worksites shall be available to all employees being transferred. In filling such positions, the employee's preference shall be considered.
2. If an employee is involuntarily transferred, he shall have the opportunity to meet with the Superintendent or designee prior to Board action being taken on the transfer. 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, for the Principal or Supervisor 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 written notification at least 5 days prior to the reassignments. The employee may request a meeting with the Superintendent, or their 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 online application system. 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, and/diversified 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 (i.e. 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.
- F. When it is necessary to transfer employees due to the opening of a new school(s), or impact of a new school(s), written procedures shall be established by the Board with input by the SJESPA President. All procedures shall be agreed upon and signed by the District and SJESPA no later than four (4) months prior to the commencement of the process.

The procedure will include the following:

1. All active and qualified employees, regardless of contract status will be eligible to apply.
 2. The length of time for each posting will be determined by SJCSO, but will be no less than 3 days. The District will notify the President of the decided # of days.
 3. To be considered for a vacancy, current employees must have completed an online updated application, select and submit for the vacancy online and must be qualified on the specific posting.
 4. Multiple hires may be made from each posting where possible.
- G. Part time education support professional employee (less than 25 hours per week) may move from part time status to full time status without the benefits of a posting. The part time education support professional employee may only move to full time status in the position they are currently assigned, at the same school or department. Once the employee moves to full time status, they will be eligible for benefits, FRS and all rights and privileges afforded by school board rules and the negotiated agreement.

ARTICLE XII
Compensation

- A. Present employees employed by the Board and employed by the Board as of July 1, 2014 will be compensated based on the appropriate Salary Schedule based on their years of experience. The following Salary Schedules are part of this compensation article:

#1 Aides*
#2 Paraprofessionals
#3 Bus Operators
#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.
1. Beginning October 21, 2021, new hires can be granted up to fourteen (14) years of full-time experience, which may include up to two years of military experience (must be honorably discharged) for placement on this schedule. There will be no retro pay prior to October 21, 2021.
 2. Beginning October 21, 2021, new hires can be granted one (1) year of credit for each two (2) years of verified part-time work experience as long as each of the part-time positions were held for six months or longer up to a total of 14 years of credit on the salary schedule.
- D. No future increases and advancement on the Salary Schedule will be implemented until they are negotiated in an agreement and ratified by the respective parties.
- E. Employees who voluntarily transfer to another job classification shall transfer at the same level/step of their current position whether it be an increase or a decrease to their current rate of pay. 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. Any active educational support professional employee that transfers into a position paid on the Maintenance Mechanic salary schedule from any other salary schedule will be paid on the Step that is two steps higher than the value closest to but not less than the hourly rate they are currently

paid with the lowest placement at Step 02. If the active employee has related work experience in the Maintenance Mechanic field, the employee will be paid on two steps above their current rate of pay, plus an additional step for each year of verified and approved related work experience as defined in C(1) and C(2).

Example: A Custodian on Step 14 at \$19.50 per hour with no experience in the new position would be placed on the Maintenance Mechanic on Step 6 at \$20.12 per hour.

Example: A Custodian on Step 14 at \$19.50 per hour with five years of experience in the new position would be placed on the Maintenance Mechanic on Step 11 at \$21.69 per hour.

G. 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).

H. 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 their 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 (13th) 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 deferment payment plan adopted by the School Board.
- 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 will furnish bus operators, cafeteria workers, custodians, maintenance, warehouse, and garage employees six (6) uniforms (shirt/blouse and pants/skirts, their 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 their approved accessories not to exceed the following amounts:

Bus Operators:	\$110.00	Maintenance:	\$139.00
Cafeteria Workers:	\$110.00	Warehouse:	\$125.00
Custodians:	\$125.00	Garage:	\$139.00

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

Upon termination for any reason, any uniforms received by the employee will be returned. Up to \$139.00 may be withheld from the employee's final paycheck if such uniforms are not returned.

- K. 12- Month Employees shall receive 24 pay checks per school year. 10-Month employees shall receive 20 paychecks per 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. Retirement Bonus:
1. Regular full-time employees who have completed 15 years of full-time continuous employment with the St. Johns County School District to include the school year at the time of retirement with the Florida Retirement System (FRS) Pension Plan shall receive a retirement bonus of \$3,000.00
- An additional \$250.00 shall be added for each year of continuous full-time employment with the St. Johns County School District beyond the initial 15 years up to a maximum of thirty (30) years of continuous service.
- Continuous Service shall be defined as:
- a. uninterrupted service within the district and
 - b. serving in a full time benefits eligible position.
2. Those retiring under the FRS investment plan will be held to the employment requirements in L(1) above and must have:
 - a. completed twenty (25) years of creditable service with FRS or

- b. retire at the age of 52 or beyond.
- 3. The retirement bonus will not be paid to any employee if he continues their employment beyond their retirement date with FRS unless the employee is participating in the Deferred Retirement Option Program (DROP).
- 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 their normal work hours. The school district will follow Fair Labor Standard Act rules regarding overtime during such occasions.
- 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 operator 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 (i.e., lunch duty, bus duty, etc.).
- S. For the **2024-2025 school year**, changes to hourly rates were made directly to the attached salary schedules. Increases for Education Support Professionals will be as follows.
 - 1. One step for eligible employees.
 - 2. Increase hourly rates of pay (when necessary) to ensure that each step between 0 and 13 increases by a minimum of \$500.00 annually. Increase of an annual value of \$500.00 for Step 14 based upon the maximum possible hours and days for each salary schedule. All increases shall be effective July 1, 2024.
 - 3. Any full-time education support staff employee that received up to and including the \$750.00 supplement during the 2023-2024 school year will receive the same dollar amount for the 2024-2025 school year which will be paid at the end of the school year on a separate check or via a separate direct deposit (depending on how the employee receives their pay during the school year).
 - 4. Any full-time education support staff employee that received up to and including the \$500.00 supplement during the 2023-2024 school year will receive the same dollar amount for the 2024-2025 school year which will be paid at the end of the school year on a separate check or via a separate direct deposit (depending on how the employee receives their pay during the school year).
 - 5. No additional employees will receive longevity supplements.
 - 6. Employees working less than the contractual full-time amount of 6.0 hours for food service, 7.50 for 186 days, 7.5 hours for 196 days or 8.00 hours for 252 days will earn a prorated amount based upon their new hourly rate of pay.

- T. Education Support Professional employees who are required by their supervisor to attend in-service held beyond their contractual time will earn their hourly rate of pay. No more than 8 hours of in-service may be attended in one day. Employees will receive their in-service payments through the regular payroll process. All rules under the Fair Labor Standards Act and the Florida Retirement System will be followed. An employee that voluntarily attends an in-service outside of contract hours shall have no expectation of payment.

SALARY SCHEDULE #1

PARAPROFESSIONALS

<i><u>Years Experience</u></i>	<i><u>July 2023 Hourly Rate</u></i>	<i><u>July 2024 Hourly Rate</u></i>
0	\$15.00	\$15.00
1	\$15.31	\$15.35
2	\$15.31	\$15.66
3	\$15.41	\$15.66
4	\$15.41	\$15.76
5	\$15.46	\$15.76
6	\$15.46	\$15.81
7	\$15.52	\$15.81
8	\$15.83	\$15.87
9	\$16.10	\$16.18
10	\$16.33	\$16.45
11	\$16.60	\$16.68
12	\$16.85	\$16.95
13	\$18.70	\$18.70
14	\$22.26	\$22.60

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.

The assignments identified below are not considered separate positions, but they are receiving supplemental pay for the assignment. If a voluntary or involuntary transfer occurs from supplemental position, the supplement does not follow employee.

Paraprofessionals assigned to a Title I school or program will receive an additional \$.75 an hour added to their rate. This assignment is not considered a separate position, but a supplemental pay for assignment. If a voluntary or involuntary transfer occurs from the supplemental position, the supplement does not follow employee. Effective with the 2023-2024 school year, the following previous Title 1 schools will participate in the paraprofessional supplement of \$.75 an hour added to their rate: Otis A. Mason Elementary, Ketterlinus Elementary, R. J. Murray Middle, Sebastian Middle, Gamble Rogers Middle, Evelyn Hamblen Center, St. Augustine High, and Pedro Menendez High.

Paraprofessionals assigned to an ESE program will receive an additional \$.75 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. Beginning July 1, 2016, employees assigned as a Pre-K paraprofessional will receive this supplement due to ESE responsibilities and duties required in these positions.

Paraprofessional assigned to a Behavior Unit which requires the employee to hold a District approved Crisis Management System certification will receive an additional .25 per hour on top

of the \$.75 assigned to ESE. The employee must hold valid certification to earn this supplement. Paraprofessionals in this section that earn their certification during the current school year, will be paid the additional .25 per hour supplement beginning with the date in which certification is earned. 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

Beginning July 1, 2022, paraprofessionals assigned to Gaines Alternative School or Transitions School will receive an additional \$2.00 an hour added to their rate in addition to any applicable supplements listed above.

SALARY SCHEDULE #2

BUS OPERATORS

<i><u>Years Experience</u></i>	<i><u>July 2023 Hourly Rate</u></i>	<i><u>July 2024 Hourly Rate</u></i>
0	\$17.50	\$17.50
1	\$17.60	\$17.89
2	\$17.70	\$17.99
3	\$17.85	\$18.09
4	\$18.02	\$18.24
5	\$18.37	\$18.41
6	\$18.72	\$18.76
7	\$19.07	\$19.11
8	\$19.37	\$19.46
9	\$19.57	\$19.76
10	\$19.77	\$19.96
11	\$19.97	\$20.16
12	\$20.18	\$20.36
13	\$22.86	\$22.86
14	\$25.98	\$26.36

Bus Operators assigned to Lead Operator will receive \$2.25 an hour added to their rate. This assignment is not considered a separate position, but a supplemental pay for assignment. If voluntarily or involuntarily transfer occurs from supplemental position, supplement does not follow the employee.

SALARY SCHEDULE #3

CLERK

CLERK/BUS ATTENDANT

<i><u>Years Experience</u></i>	<i><u>July 2023 Hourly Rate</u></i>	<i><u>July 2024 Hourly Rate</u></i>
0	\$15.00	\$15.00
1	\$15.31	\$15.35
2	\$15.31	\$15.66
3	\$15.36	\$15.66
4	\$15.36	\$15.71
5	\$15.36	\$15.71
6	\$15.41	\$15.71
7	\$15.41	\$15.76
8	\$15.41	\$15.76
9	\$15.46	\$15.76
10	\$15.46	\$15.81
11	\$15.46	\$15.81
12	\$16.23	\$16.23
13	\$17.04	\$17.04
14	\$20.60	\$20.94

** Employees that are required to have specialized medical training due to being assigned to ride the bus with a particular student and that are approved by the district to provide these specialized/individualized medical services along with monitoring to the individual student during District provided bus service (to and from the student's assigned school), shall receive their current hourly rate of their regularly established position plus an additional \$1.00 per hour while fulfilling this extension (bus) service from portal to portal. The assigned employee shall be determined by administrative staff and may or may not be in a bus aide position. If a voluntary or involuntary transfer occurs by the employee or if the student is no longer in need of the service, the supplement will not continue.

Bus Attendant assigned to Lead Attendant position will receive \$2.25 an hour added to their rate. This assignment is not considered a separate position, but a supplemental pay for assignment. If voluntarily or involuntarily transfer occurs from supplemental position, supplement does not follow the employee.

SALARY SCHEDULE #4A

COMPUTER OPERATORS

ELEMENTARY

<i>Years Experience</i>	<i>July 2023 Hourly Rate</i>	<i>July 2024 Hourly Rate</i>
0	\$15.45	\$15.45
1	\$15.83	\$15.83
2	\$16.06	\$16.08
3	\$16.30	\$16.31
4	\$16.68	\$16.68
5	\$16.96	\$16.96
6	\$17.24	\$17.24
7	\$17.52	\$17.52
8	\$17.83	\$17.83
9	\$18.23	\$18.23
10	\$18.61	\$18.61
11	\$18.89	\$18.89
12	\$19.42	\$19.42
13	\$19.97	\$19.97
14	\$22.59	\$22.84

Computer Operators will receive supplemental pay as defined below. Each year on July 1, supplements will be recalculated based upon pending student enrollment. The supplement will be adjusted and set at October FTE for the remainder of the school year (whether an increase or a decrease). If a voluntary or involuntary transfer occurs, the supplement does not follow the employee.

LEVEL	ENROLLMENT	SUPPLEMENT PER HOUR
Elementary School	1000 and above	\$0.25

SALARY SCHEDULE 4B

COMPUTER OPERATORS

MIDDLE, K-8, HIGH, ALTERNATIVE

<i><u>Years Experience</u></i>	<i><u>July 2023 Hourly Rate</u></i>	<i><u>July 2024 Hourly Rate</u></i>
0	\$15.70	\$15.70
1	\$16.08	\$16.08
2	\$16.31	\$16.33
3	\$16.55	\$16.56
4	\$16.93	\$16.93
5	\$17.21	\$17.21
6	\$17.49	\$17.49
7	\$17.77	\$17.77
8	\$18.08	\$18.08
9	\$18.48	\$18.48
10	\$18.86	\$18.86
11	\$19.14	\$19.14
12	\$19.67	\$19.67
13	\$20.22	\$20.22
14	\$22.84	\$23.09

Computer Operators will receive supplemental pay as defined below. Each year on July 1, supplements will be recalculated based upon pending student enrollment. The supplement will be adjusted and set at October FTE for the remainder of the school year (whether an increase or a decrease). If a voluntary or involuntary transfer occurs, the supplement does not follow the employee.

LEVEL	ENROLLMENT	SUPPLEMENT PER HOUR
Middle School	1201 and above	\$0.25
K-8 School	1200 through 1450	\$0.25
K-8 School	1451 and above	Additional \$0.25
High School*	2000 and above	\$0.25

*High School includes St. Johns Technical High School, FCTC, St. Johns Virtual and Transitions/Gaines Alternative School.

SALARY SCHEDULE #5

CUSTODIANS

<i><u>Years Experience</u></i>	<i><u>July 2023 Hourly Rate</u></i>	<i><u>July 2024 Hourly Rate</u></i>
0	\$15.00	\$15.00
1	\$15.23	\$15.25
2	\$15.23	\$15.48
3	\$15.28	\$15.48
4	\$15.28	\$15.53
5	\$15.28	\$15.53
6	\$15.33	\$15.53
7	\$15.33	\$15.58
8	\$15.33	\$15.58
9	\$15.38	\$15.58
10	\$15.38	\$15.63
11	\$15.50	\$15.63
12	\$15.76	\$15.76
13	\$16.01	\$16.01
14	\$19.50	\$19.75

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.

As of June 30, 2013, one (1) employee remains at the Groundskeeper rate of pay. Beginning July 1, 2013, this one (1) employee's pay will remain frozen at their June 30, 2013 rate of pay.

SALARY SCHEDULE #6

FOOD SERVICE WORKERS

<i><u>Years Experience</u></i>	<i><u>July 2023 Hourly Rate</u></i>	<i><u>July 2024 Hourly Rate</u></i>
0	\$15.00	\$15.00
1	\$15.40	\$15.45
2	\$15.40	\$15.85
3	\$15.40	\$15.85
4	\$15.45	\$15.85
5	\$15.45	\$15.90
6	\$15.45	\$15.90
7	\$15.50	\$15.90
8	\$15.50	\$15.95
9	\$15.50	\$15.95
10	\$15.63	\$15.95
11	\$15.83	\$16.08
12	\$16.03	\$16.28
13	\$16.30	\$16.48
14	\$19.92	\$20.36

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

SALARY SCHEDULE #7

HEAD START AND PRE-K / EARLY INTERVENTION

LEAD STAFF

<i>Years Experience</i>	<i>July 2023 Hourly Rate</i>		<i>July 2024 Hourly Rate</i>	
	<i>Interpreters Not Certified*</i>	<i>Interpreters Certified*</i>	<i>Interpreters Not Certified*</i>	<i>Interpreters Certified*</i>
0	--	--	-	-
1	--	--	--	--
2	--	--	--	--
3	--	--	--	--
4	--	--	--	--
5	--	--	--	--
6	--	--	--	--
7	--	--	--	--
8	--	--	--	--
9	--	--	--	--
10	--	--	--	--
11	--	--	--	--
12	--	--	--	--
13	--	--	--	--
14	\$ 22.98	\$ 25.98	\$23.32	\$26.32

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 14) of the salary schedule. *Interpreters who are required to be certified through RID (Registry of Interpreters of the Deaf), EIPA (Educational Interpreter Performance Assessment) or NIC (National Interpreter Certification) will be paid an additional \$3.00 per hour and hold such certification.

SALARY SCHEDULE #8

LABORATORY ASSISTANTS

<i><u>Years Experience</u></i>	<i><u>July 2023 Hourly Rate</u></i>	<i><u>July 2024 Hourly Rate</u></i>
0	\$15.00	\$15.00
1	\$15.31	\$15.35
2	\$15.31	\$15.66
3	\$15.36	\$15.66
4	\$15.41	\$15.71
5	\$15.41	\$15.76
6	\$15.49	\$15.76
7	\$15.79	\$15.84
8	\$16.05	\$16.14
9	\$16.30	\$16.40
10	\$16.61	\$16.65
11	\$16.86	\$16.96
12	\$17.17	\$17.21
13	\$19.20	\$19.20
14	\$22.62	\$22.96

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.

As of June 30, 2013, there is one (1) employee paid as an Intervention Assistant. This one (1) employee's rate of pay will remain frozen beginning July 1, 2013 at their June 30, 2013 rate of pay.

Beginning July 1, 2013, employees in Extended Day Aide positions paid at the Lab Aide rate of pay (currently 7 at the time of the contract) will remain frozen at their June 30, 2013 rate of pay.

SALARY SCHEDULE #9

MAINTENANCE MECHANICS

<i><u>Years Experience</u></i>	<i><u>July 2023 Hourly Rate</u></i>	<i><u>July 2024 Hourly Rate</u></i>
0	\$19.00	\$19.00
1	\$19.10	\$19.49
2	\$19.20	\$19.52
3	\$19.35	\$19.54
4	\$19.51	\$19.60
5	\$19.82	\$19.82
6	\$20.12	\$20.12
7	\$20.40	\$20.40
8	\$20.66	\$20.66
9	\$20.99	\$20.99
10	\$21.27	\$21.27
11	\$21.69	\$21.69
12	\$22.30	\$22.30
13	\$23.06	\$23.06
14	\$25.77	\$26.02

Specific employees paid on this salary schedule will receive an additional \$0.50 per hour for an active certification in one of the following. One supplement maximum – additional pay will not be added for multiple certifications.

1. Automotive Service of Excellence (ASE) S1 through ASE S7 (Bus Mechanic positions only – must have all seven tests).
2. Journeyman (Electrician, Mechanical/HVAC, and Plumber positions only)
3. Valid St. Johns County Class II Contractor License (All Maintenance Mechanic positions with the exception of Bus Mechanics)

The employee must hold valid certification to earn this supplement. Maintenance Mechanics in this section that earn their certification during the current school year, will be paid the additional \$0.50 per hour supplement beginning with the date in which certification is earned. This assignment is not considered a separate position but a supplemental pay if voluntary or involuntary transfer occurs the supplement does not follow employee. If the certification is no longer active, the employee will lose the supplemental pay.

SALARY SCHEDULE #10A
For employees hired into
Maintenance Mechanics Helper positions
On or prior to June 30, 2015 ONLY
MAINTENANCE MECHANICS HELPER

<i>Years Experience</i>	<i>July 2023 <u>Hourly Rate</u></i>	<i>July 2024 <u>Hourly Rate</u></i>
0	\$15.34	\$15.34
1	\$15.57	\$15.59
2	\$15.79	\$15.82
3	\$16.14	\$16.14
4	\$16.61	\$16.61
5	\$17.01	\$17.01
6	\$17.29	\$17.29
7	\$17.54	\$17.54
8	\$17.77	\$17.79
9	\$18.00	\$18.02
10	\$18.20	\$18.25
11	\$18.33	\$18.45
12	\$18.38	\$18.58
13	\$20.73	\$20.73
14	\$23.44	\$23.69

This Salary Schedule is specifically for those employees (18 at the time of this contract) who hold Maintenance Mechanic Helper positions as of June 30, 2015. No new employees will be added to this 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 results in a decrease in pay. They will not be eligible to return to this schedule in the future.

Employees on this Salary Schedule 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 #10B
For employees hired into
Maintenance Mechanics Helper positions
On or after July 1, 2015.

MAINTENANCE MECHANICS HELPER

<i><u>Years Experience</u></i>	<i><u>July 2023 Hourly Rate</u></i>	<i><u>July 2024 Hourly Rate</u></i>
0	\$15.34	\$15.34
1	\$15.72	\$15.72
2	\$15.95	\$15.97
3	\$16.17	\$16.20
4	\$16.61	\$16.61
5	\$17.01	\$17.01
6	\$17.39	\$17.39
7	\$17.67	\$17.67
8	\$17.92	\$17.92
9	\$18.15	\$18.17
10	\$18.38	\$18.40
11	\$18.58	\$18.63
12	\$18.71	\$18.83
13	\$18.91	\$18.96
14	\$ 20.31	\$20.56

Beginning July 1, 2016, the Transportation Parts Clerk position will be paid on salary Schedule 11B

SALARY SCHEDULE #11
MEDIA TECHNICIANS
(A.V. Specialist)

<i><u>Years Experience</u></i>	<i><u>July 2023 Hourly Rate</u></i>	<i><u>July 2024 Hourly Rate</u></i>
0	\$15.00	\$15.00
1	\$15.31	\$15.35
2	\$15.41	\$15.66
3	\$15.51	\$15.76
4	\$15.61	\$15.86
5	\$15.94	\$15.96
6	\$16.25	\$16.29
7	\$16.56	\$16.60
8	\$16.83	\$16.91
9	\$17.12	\$17.18
10	\$17.39	\$17.47
11	\$17.68	\$17.74
12	\$18.20	\$18.20
13	\$19.50	\$19.50
14	\$22.96	\$23.30

SALARY SCHEDULE #12

SCHOOL SECRETARIES

<i><u>Years Experience</u></i>	<i><u>July 2023 Hourly Rate</u></i>	<i><u>July 2024 Hourly Rate</u></i>
0	\$15.00	\$15.00
1	\$15.23	\$15.25
2	\$15.23	\$15.48
3	\$15.28	\$15.48
4	\$15.28	\$15.53
5	\$15.28	\$15.53
6	\$15.33	\$15.53
7	\$15.33	\$15.58
8	\$15.33	\$15.58
9	\$15.38	\$15.58
10	\$15.38	\$15.63
11	\$15.62	\$15.63
12	\$16.69	\$16.69
13	\$17.50	\$17.50
14	\$20.21	\$20.46

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 #13

MISCELLANEOUS*

<i><u>Years Experience</u></i>	<i><u>July 2023 Hourly Rate</u></i>	<i><u>July 2024 Hourly Rate</u></i>
0	\$15.00	\$15.00
1	\$15.23	\$15.25
2	\$15.23	\$15.48
3	\$15.28	\$15.48
4	\$15.28	\$15.53
5	\$15.33	\$15.53
6	\$15.55	\$15.58
7	\$15.80	\$15.80
8	\$16.03	\$16.05
9	\$16.26	\$16.28
10	\$16.46	\$16.51
11	\$16.59	\$16.71
12	\$16.71	\$16.84
13	\$17.01	\$17.01
14	\$19.51	\$19.76

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

SALARY SCHEDULE #14

EXTENDED DAY AIDES

<i><u>Years Experience</u></i>	<i><u>July 2023 Hourly Rate</u></i>	<i><u>July 2024 Hourly Rate</u></i>
0	\$15.00	\$15.00
1	\$15.31	\$15.35
2	\$15.31	\$15.66
3	\$15.31	\$15.66
4	\$15.36	\$15.66
5	\$15.36	\$15.71
6	\$15.36	\$15.71
7	\$15.41	\$15.71
8	\$15.41	\$15.76
9	\$15.48	\$15.76
10	\$15.68	\$15.83
11	\$15.91	\$16.03
12	\$16.18	\$16.26
13	\$16.39	\$16.53
14	\$18.39	\$18.73

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 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 as provided in Appendix D. 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 toward the cost of family hospitalization insurance under this Agreement as provided in Appendix D.
- E. 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.
- F. 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.
- 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 shall consist of equal representation from SJEA, SJESPA and Management. The Insurance Plan Administrator or superintendent designee shall chair this committee. 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. All decisions from the committee will be made by majority vote. The committee shall meet with the bargaining team no less than two (2) times a year to report any additions, deletions, and/or any plan

modifications. The committee shall continue to investigate differentiated plans for single and family.

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, the Bargaining Teams will meet to bargain the impact of the premium increase.

J. Insurance premium increases will be implemented as follows:

- a. Single Hospital 1: The Board will contribute 85% of the premium increase; the Employee will contribute 15% of the premium increase.
- b. Family Hospital 1: The Board will contribute 75% of the premium increase; the Employee will contribute 25% of the premium increase.
- c. Hospital 2: The Board will contribute the dollar amount equivalent to Hospital 1 for both Single and Family plans. The Employee will be responsible for the additional premium increase.

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.

Employees will have the opportunity to change plans each school year during open enrollment or throughout the year within 30 days of a qualified family status change as governed by the Section 125 pre-tax contribution plan.

Employees that have a spouse covered by the SJCSO medical plan will pay an additional premium of \$35 per pay period if the spouse is offered insurance through an employer sponsored insurance plan outside of the SJCSO.

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 universal life insurance as recommended by the Insurance Committee and approved by the Board.

M. For the 2024-2025 school year:

1. An increase to insurance premiums for medical, dental and vision at 7% shared employees and the board with the change in deductions beginning with the January 15, 2025, paycheck.

Article XIV
Employee Voluntary Sick Leave Bank

A. 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.

1. 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.
2. 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.
3. 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. d)(E4) or has been paid all sick leave through participation in the DROP program.

B. Establishment and Duration

1. 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.
2. In the event the Sick Leave Bank is discontinued, distribution of remaining sick leave days will be in accordance with section (J) below.

C. 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.

D. Administration and Governance

1. 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.
2. 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.

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

E. 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:

1. All accumulated sick, annual and compensatory leave of the employee must first be expended. Effective January 20, 2022, no unpaid leave is required prior to eligibility.
2. 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:
 - a. The nature of the illness or accident.
 - b. The probable date the member would be able to return to work.
 - c. Application must also provide for both committees permission to investigate medical records and other information needed for review or appeal.
3. A participating member shall not be eligible to use sick leave from the Bank if the employee is receiving short term or long term disability benefits or is on leave for injury or illness in the line of duty, worker's compensation, eligible for medical or on other approved leaves except sick leave.
4. 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.

F. 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 (except as described in F(1) below) from the Bank, provided there remains sufficient leave days in the Bank.

1. 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.

2. 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.

G. 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.

H. 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.

- I. 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 regard 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.

J. 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:

1. 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 their 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.
2. 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 their personal accumulated sick leave account. Unused days will be credited in hours.
3. Any balance left will be disposed of at the sole discretion of the Board.
4. In no instance will the days credited back to members be greater than the number remaining in the bank.
5. 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.

K. 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.
- Effective January 20, 2022, no leave without pay is required.
- 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.
- The donated hours may only be used by the original recipient.
- The Pool will be managed by the HR Department.
- 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, 2027.
- 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 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.

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

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ARTICLE XVI
First Coast Technical College

- A. 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 school.
- B. 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.
- C. 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. A joint committee will be composed of two (2) members of the SJEA and two (2) members of the SJESPA and two (2) members of the FCTC Administration. This group will collaborate and make recommendations regarding items outside of this contract unique to FCTC. This group will meet twice a year.
- D. 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 or MOU, 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.

MEMORANDUMS
OF
UNDERSTANDING

- Bereavement Leave 2024-2025 School Year
- Critical Temporary Support Position 2024-2025 School Year
- School Bus Operator Sign On Bonus 2024-2025 School Year
- Emergency Substitute Coverage 2024-2025 School Year

**Memorandum of Understanding
Between the
St. Johns County School District
And
St. Johns Educational Support Professional Association
2024-2025 School Year**

Bereavement Leave

This memorandum is written to serve as an agreement between the St. Johns County School District and St. Johns Educational Support Professional Association.

Any professional employee will be granted two (2) days of bereavement leave per contract year due to a death in their immediate family or a parent who suffers a miscarriage.

Immediate family is defined as father, mother, brother, sister, spouse, child, (or their in-law or step relative counterpart) or other close relative, or member of their own household.

The District may require proof of death within thirty (30) days after Bereavement Leave is taken. A copy of the newspaper or online obituary or the funeral card/program for the deceased are examples of acceptable proof of death.


Employees will not accrue a negative leave balance because of bereavement leave. These days will not be charged against the employee's sick or personal leave. Bereavement leave days are non-accruable. Employees will not be paid for bereavement leave on days not scheduled to work.



Brennan Asplen
Chief Negotiator, Chief Negotiator, SJCSD

Date

7/11/24



Tammy Whitaker
Chief Negotiator (SJESPA), NEFSU

Date

7-11-24

**Memorandum of Understanding
Between the
St. Johns County School District
and
St. Johns Educational Support Professional Association**

"Critical Temporary Support Positions"

This memorandum is written to serve as an agreement between the St. Johns County School District and the St. Johns Educational Support Professional Association to be referred to as "Critical Temporary Support Positions" beginning July 1, 2024 through June 30, 2025. Both parties agree that the need to fill posted vacancies with internal staff on a temporary basis is still a need as we approach the summer months when it is critical time to deep clean our facilities without students present and maintain services during the 2024-2025 school year. These temporary positions may be temporary filled with a "Temporary Regular Part Time" basis (working a consistent schedule with identified days and hours until the vacancy is filled).

Both parties agree to the items below:

1. This memorandum only applies to these positions: Bus Attendant, Clerk, Custodian, Extended Day Aide, Food Service Worker, Paraprofessional and ESE Paraprofessional.
2. These temporary positions will be paid at \$15.00 per hour. (ESE Paraprofessionals will receive \$15.75).
3. Payments will be made in accordance with the Fair Labor Standards Act rules when overtime applies and overtime compensation will be at the blended rate.
4. The district will continue to post vacancies for which these temporary positions are assisting (both internally and externally) and actively interview to fill open slots with non-temporary hires.
5. Once a vacancy is filled with a non-temporary hire, that specific "critical temporary support position" will immediately end.
6. Critical Temporary Support Positions that become available shall be posted and filled under the following procedures:
 - a. Emailed and posted*, first, in the school where the vacancy exists for a period of two (2) days. Priority consideration will be given to qualified support staff first, followed by instructional then administrative personnel from within the school where the vacancy exists.
 - b. If no staff member is interested and/or qualified after two (2) days, the position will be emailed to the Administrative Assistant in Human Resources for a district email distribution to all employees.
 - c. If interested, District employees should email the designated principal regarding the posted position.
 - d. School Administration with openings will contact individuals expressing interest in posted position(s), giving priority to support staff first. Interviews will occur when more than one staff member expresses interest in a single position. In the event, no support staff applies or qualifies, the school administration will then consider instructional and administrative staff that have expressed interest. The same interviewing process will occur until an employee is selected.
7. All work completed in the "critical temporary support position" must be completed outside of the employee's work hours of their regularly established position.

***Posted** shall include but not be limited to an email to all employees and a hard copy of the email displayed near employee mailboxes, in faculty lounge, on union bulletin board, etc.

This Memorandum shall commence effective July 1, 2024 through June 30, 2025.

 3/20/24
Brennan Asplen, Chief Negotiator, SJCS

 3-20-24
Tammy Whitaker, Chief Negotiator, NEFSU

MEMORANDUM OF UNDERSTANDING
Between the
St. Johns County School District
And
St. Johns Educational Support Professional Association
School Bus Operator Sign-On and Recruitment Bonuses
2024-2025 School Year

This memorandum is written between the St. Johns County School District and the St. Johns Education Support Professional Association (SJESPA) for the 2024-2025 school year regarding the recruitment and retention of school bus operators. Currently, the position of school bus operator is an area of critical shortage for school districts across Florida. The purpose of this memorandum of understanding is to recruit and retain school bus operators for the St. Johns County School District. Maintaining full time school bus operators is imperative to ensuring the safety of children and attaining the agility and flexibility required to successfully operate school buses in St. Johns County.

Definitions:

- a. **Recruiting Employee:** Any school district bargaining unit employee regardless of department. There are no limits on the number of recruiting bonuses a recruiting employee can receive from the Transportation Department.
- b. **Candidate for School Bus Operator:** A person referred by the recruiting employee or establishing candidacy without a referral who is interested in serving as a school bus operator for St. Johns County School District who has not yet fulfilled the requirements of becoming an entry level school bus operator.
- c. **Prequalified Candidate for School Bus Operator:** A person with a current Class A or Class B Commercial Driver's License (CDL) with Passenger (P) and School Bus (S) Endorsements without air brake restrictions who has not yet fulfilled the requirements of becoming an entry level school bus operator. A person with a Class C Commercial Driver's License (CDL) or a Class B Commercial Driver's License (CDL) with air brake restrictions does not qualify as a prequalified candidate for school bus operator.
- d. **Entry Level School Bus Operator:** A licensed and certified school bus operator of the St. Johns County School District with less than twelve (12) consecutive months of service.
- e. **Prequalified Entry Level School Bus Operator:** A licensed and certified school bus operator of the St. Johns County School District with less than twelve (12) consecutive months of service.
- f. **School Day:** For the purposes of this MOU, a school day is a day in which school buses are operating with children aboard travelling to and from schools and bus stops/residences without a school bus trainer aboard. Absences for any reason do not count towards qualifying school days for bonuses.

MEMORANDUM OF UNDERSTANDING
Between the
St. Johns County School District
And
St. Johns Educational Support Professional Association
School Bus Operator Sign-On and Recruitment Bonuses
2024-2025 School Year

Process:

- a. Recruiting employees identify people who they believe will tirelessly, safely, and expertly serve the children of St. Johns County School District as school bus operators.
- b. Candidates for school bus operator contact the Transportation Department's recruiter alerting them of their interest in a school bus operator position.
- c. During the initial contact, the Transportation Department's recruiter will inquire as to how the candidate for school bus operator learned of the employment opportunity as a school bus operator for St. Johns County School District. The recruiter will officially log how the candidate for school bus operator learned of the opportunity. If the sign on/recruiter bonuses apply, the recruiter's record will serve as the formal start of the process for bonuses.
- d. Candidates for school bus operator are eligible for the sign on bonus regardless of whether they were referred by a recruiting employee or not.

Conditions of Service for Entry Level Operator:

Once licensed and certified as a school bus operator for St. Johns County School District, entry level operators must fulfill the following requirements over sixty (60) school days to maintain eligibility for payment of the recruiting and/or sign on bonuses:

- a. Demonstrate proper conduct as a school bus operator for St. Johns County School District
- b. Report to duty on a regular basis without systemic attendance issues
- c. Successfully fulfill duties as a fulltime school bus operator for the St. Johns County School District
- d. Pass all administered drug and alcohol tests, random and directed
- e. Receive a favorable recommendation by their supervisor, the Fleet Operations Manager
- f. Not receive any written disciplinary action
- g. Apply and become employed as a fulltime school bus operator with the St. Johns County School District

Conditions for Payment of Bonuses:

Sign on Bonus Only: Once an entry level operator completes sixty (60) school days as a licensed/certified as a school bus operator for St. Johns County School District, the entry level operator is eligible for a sign on bonus in the amount of ~~\$1,000~~ **2,500**. Entry level operators are entitled to the sign on bonus one (1) time only.

MEMORANDUM OF UNDERSTANDING
Between the
St. Johns County School District
And
St. Johns Educational Support Professional Association
School Bus Operator Sign-On and Recruitment Bonuses
2024-2025 School Year

Recruiting and Sign-On Bonus: Once an entry level operator completes sixty (60) school days as a licensed/certified as a school bus operator for St. Johns County School District, the entry level operator is eligible for a sign on bonus in the amount of \$2,500 and the recruiting employee is eligible for a recruiting bonus in the amount of \$500.

Once the conditions of service are fulfilled, the Transportation Department will initiate lump sum payments as appropriate:

- a. A payment of \$2,500 to entry level operator
- b. A payment of \$500 to the recruiting employee

Sign on Bonus for Prequalified Candidates for School Bus Operator: School bus operator candidates who are currently licensed operators with Class A or Class B Commercial Driver's Licenses (CDL) with Passenger (P) and School Bus (S) endorsements are eligible for a \$5,000 sign on bonus after completing ninety (90) school days as a licensed/certified school bus operator for St. Johns County School District. A \$500 recruiting bonus applies if a recruiting employee recommend the candidate for hire. The \$5,000 sign on bonus does not apply to school bus operator candidates with a Class C Commercial Driver's License (CDL) or candidates with a Class B Commercial Driver's License (CDL) with air brake restriction. Any new hire operator candidates who terminated employment from a St. Johns County School District school bus operator position within the past Fifteen (15) months is ineligible for this bonus. Prequalified entry level school bus operators are entitled to the sign on bonus one (1) time only.

Budget: The Transportation Department shall make payments in the order of date of hire of the recruited entry level operator. Payments are made in order of application for school bus operator candidacy. The Transportation Department may suspend and restart the sign on and recruiting bonus program when appropriate based on the availability of qualified school bus operators.

MEMORANDUM OF UNDERSTANDING
Between the
St. Johns County School District
And
St. Johns Educational Support Professional Association
School Bus Operator Sign-On and Recruitment Bonuses
- 2024-2025 School Year

Transportation Department Recruiter:

Printed Name and Signature _____

Today's Date: _____

Date referral Received: _____

Recruiting Employee Identified: _____

Recruiting Employee:

Printed Name and Signature: _____

Today's Date: _____

Entry Level Operator:

Printed Name and Signature: _____

Today's Date: _____

Official Start Date as a Licensed/Certified School Bus Operator: _____

Or

**Newly Hired School Bus Operator: currently licensed with Class A or Class B
Commercial Driver's Licenses (CDL) with Passenger (P) and School Bus (S)
Endorsements:**

Printed Name and Signature: _____

Today's Date: _____

Official Start Date as SJCSO School Bus Operator: _____

MEMORANDUM OF UNDERSTANDING
Between the
St. Johns County School District
And
St. Johns Educational Support Professional Association
School Bus Operator Sign-On and Recruitment Bonuses
-2024-2025 School Year

Director of Transportation:

Alfred A. Pantano Jr. _____

Today's Date: 7-11-24

A handwritten signature in blue ink, appearing to read 'BAsplen', written over a horizontal line.

Brennan Asplen

Chief Negotiator, SJCSD

A handwritten signature in blue ink, appearing to read 'TWhitaker', written over a horizontal line.

Tammy Whitaker

Chief Negotiator, SJESPA

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

Emergency Substitute Coverage

This memorandum is written as a solution to the current teacher vacancies. This MOU is effective from July 1, 2024 through May 28, 2025.


Employees in paraprofessional or FCTC lab assistant positions shall not be reassigned to substitute for absent teachers, except in an emergency or with the approval of the principal/designee. To avoid undue impact on the paraprofessional, FCTC lab assistant or the teachers they assist, such reassignments should be rotated among all available paraprofessionals or FCTC lab assistants.

Due to the absence of a teacher and lack of an available substitute, a paraprofessional or FCTC lab assistant may be assigned as the substitute for that teacher. Paraprofessionals and FCTC lab assistants will not be expected or requested to create lesson plans however they will be responsible for the supervision of students in their care and for providing instruction to the best of their ability.

The paraprofessionals or FCTC lab assistants will receive a supplement of \$50 for a full day (7.5 hours). If the position is filled for a half day, the paraprofessional or FCTC lab assistant employee will receive \$25 for a half day (3.75 hours).


Brennan Asplen
Chief Negotiator, Chief Negotiator, SJCSD


Date


Tammy Whitaker
Chief Negotiator (SJESPA), NEFSU


Date

Appendix A

Standing Committees

1. Calendar Committee (Article XV, Professional Employee Term of Employment)
2. First Coast Technical College (FCTC)

Standing Committees

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

APPENDIX C

Official Grievance Form
As Outlined in Article V

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. _____

TA 7-11-24


APPENDIX D
Supporting Rates for Insurance Article
 Beginning with the January 15, 2025 paycheck.

STANDARD AND BUY UP MEDICAL PLAN

	Employee Premium Hosp 1	Employee Premium Hosp 2	Employee Indemnity Plan	Board Premium Medical	Employee Premium Dental 1	Employee Premium Dental 2	Board Premium Dental	Employee Premium Vision	Board Premium Vision
Employee	\$68.16	\$83.45	\$0.00	\$342.91	\$0.00	\$6.15	\$23.81	\$0.00	\$6.42
Family W 2 Children	\$154.74 \$ 77.37 per employee	\$227.13 \$113.57 per employee	N/A	\$823.77	\$5.07 \$2.54 per employee	\$23.20 \$11.60 per employee	\$42.79 \$21.40 per employee	\$3.88 \$1.94 per employee	\$12.65 \$6.32 per employee
Family W 2 Single	\$136.32 (\$68.16) per employee	\$166.91 (\$83.46) per employee	N/A	\$823.77	\$0.00	\$12.31 (\$6.15) per employee	\$47.86 (\$23.93) per employee	\$0.00 (\$0.00) per employee	\$12.84 (\$6.42) per employee
Family	\$287.20	\$360.19	N/A	\$690.71	\$21.47	\$41.59	\$23.81	\$7.82	\$8.71

*** Premiums above are based upon 19 paychecks annually. Employees hired after the start of the school year may require a pro-rated premium. Premiums are subject to change through board approval.

LONG TERM DISABILITY AT 50% BENEFIT

	Employee Premium LTD	Board Premium LTD
Employee	\$0.00	\$.085 per \$100 of salary
Family W 2	N/A	N/A
Family	N/A	N/A

Appendix E

Field Trip Procedures

Definitions:

- A. **Field trips:** the term field trip is a general term used to describe any use of a district school bus outside of normal daily route operations during the school year or summer school. Field trips include field studies, community-based initiatives (CBI), school athletic trips, marine science camp, and the like.
- B. **Long Trips:** Long trips are any trip more than one hundred (100) miles in one direction. Any trip which employs an operator past 11:00 PM originating from 100 miles or more from the bus compounding location is also defined as a long trip.
- C. **Risk Assessment:** A proven method to identify and assess the probability and consequence of risks, determine an overall risk, and establish risk mitigation measures to reduce risks to acceptable levels when possible.
- D. **School Bus Operator:** A school bus operator is someone who possesses a Commercial Driver's License with Passenger and School Bus endorsements and a current DOT physical and dexterity test.
- E. **Field Trip Route:** A field trip route is the safest route as decided by the assigned operator for the field trip. School based personnel may recommend but not prescribe routes to and from field trips.
- F. **Transportation Department:** The Transportation Department is defined as any personnel who are assigned to the administrative and/or managerial functions of the Transportation Department to include personnel assigned to Dispatch and Routing.
- G. **Safe Operator Points:** Safe operator points are assigned by the Safe Operator Committee to adjudicate safe school bus operation and services provided to student riders. The committee assesses positive points to reward exceptionally safe bus operation and extraordinary service to student riders. The committee assigns negative points to adjudicate unsafe bus operation and shortcomings in services provided to student riders.
- H. **Field Trip Order of Merit List (OML):** The field trip order of merit list is the ranking of operators based on eligibility for field trips. At the start of each school year, operators performing field trips are arranged in an OML for each board based on seniority.

Participation

- A. **Eligibility:** All personnel assigned to full time bus operator positions are eligible to participate in field trips.
- B. **Other Licensed Operators:** Part Time as Needed (PTAN) bus operators and other personnel authorized to operate district school buses (mechanics) but not assigned to full time bus operator positions are not eligible for field trips.
- C. **Voluntary:** Participation by full time operators in field trips is voluntary.
- D. **Boards:** The Transportation Department divides field trips into multiple field trip boards by time and/or location as appropriate.
- E. **Number of Boards:** Full time school bus operators may elect to participate in any or all field trip boards. Transportation limits school bus operators to one (1) day, one (1) night, and one (1) weekend board.
- F. **OML:** At the beginning of each school year, the Transportation Department will arrange school bus operators on each field trip board in seniority order establishing an initial OML for initial field trip issuance.
- G. **Late Entry:** For school bus operators joining a field trip board after school start, the Transportation Department will assign them to their place in the OML based on seniority for the respective board(s).
- H. **Performance:** St Johns County School District school bus operators are expected to set the highest standards in safe bus operation and exceptional services to student riders always. Accordingly, the Director of Transportation will suspend field trip eligibility for operators in accordance with points assigned by the Safe Operator Committee in keeping with the Safe Operator Plan. Suspension is based on the number of Safe Operator points assigned to an operator in the past twelve (12) months. For operators who appeal points assessed by the Safe Operator Committee, if the subsequent committee revokes or reduces assessed points such that an operator does not exceed the limits noted in the table below, the Transportation Department will adjust their status and reinstate the operator to the respective field trip board(s) as appropriate.
- I. **Safe Operator Plan:** In keeping with the Safe Operator Plan, the Fleet Operations Manager will refer operators to the Safe Operator Committee for reports of unsafe operation of a school bus or inappropriate service to children while on a field trip.
- J. **Restriction:** The Transportation Director may indefinitely restrict an operator from performing field trips for specific schools if evidence shows that such a restriction is in the interest of the children, school, and operator.

- K. **Crosswalk:** Crosswalk from Safe Operator Committee Points to Field Trip Board Assignments:

Safe Operator Committee Points	Field Trip Board Assignment Actions
6-10 Points	30-Day Suspension from Field Trip Boards
11-15 Points	90-Day Suspension from Field Trip Boards
16-20 Points	365-Day Suspension from Field Trip Boards
31 Points or more in two years	Indefinite Suspension from Field Trip Boards

- L. **Early Trips:** Operators performing early trips in lieu of their high school runs will receive a minimum of two (2) hours compensation for the trip at the flat rate. The purpose for this minimum compensation is to not disadvantage operators performing early trips in lieu of their normally scheduled high school runs.
- M. **Failure to Report:** Failure of an operator to report for a previously accepted field trip:
- 1st offense in a school year: thirty (30) day suspension from all field trip boards
- 2nd offense in a school year: ninety (90) day suspension from all field trip boards
- 3rd offense: suspension from all field trip boards for the remainder of the school year.
- N. **Notification:** The Transportation will not penalize operators for failing to report for a scheduled trip if the operator was not notified by email, phone, and/or school messenger by the Transportation Department of the field trip.
- O. **Reinstatement:** When an operator is reinstated to field trip board(s) after suspension or voluntary removal, the Transportation Department will assign the operator to the bottom of the respective filed trip board(s).
- P. **Recurring School Activity Runs:** Recurring activity trips from schools for after school enrichment programs to include tutoring, Boys and Girls Club St Augustine, and the like are not governed under field trips. Recurring activity runs are an extension of normal school bus routes for dismissal operations. The intent is to have school bus operators establish habitual association with the children, schools, and routes associated with recurring activity runs hence management of this program through normal school bus routing activities.

Scheduling

- A. The Transportation Department will assign field trips in the order they are received from the schools based on the OML.

B. The Transportation Department will assign field trips to the first eligible operator at the top of the OML.

1. **Day Boards** – Day boards are between arrival and dismissal operations only. Transportation will only assign an operator to one (1) day board. Day boards are established based on an operator's regional assignment. Transportation assigns operators to day boards based on where the last morning run ends. Operators of ESE buses are not eligible for day trips. Regional day boards follow:
 - i. **Northeast**
 - ii. **Northwest**
 - iii. **South**
 - iv. **Central**
2. **Community Based Initiative (CBI) Boards**: The community-based initiative boards are limited to ESE operators and attendants only based on regional assignment. Regional CBI boards follow:
 - i. **South**
 - ii. **North**
3. **Night Boards**- Night boards are following dismissal operations, Monday through Friday. Transportation will only assign an operator to one (1) night board. Night boards are established based on an operator's regional assignment. Transportation assigns operators to night boards based on where the last afternoon run ends. Regional night boards follow:
 - i. **Northeast**
 - ii. **Northwest**
 - iii. **South**
 - iv. **Central**

Note: If the Transportation Department is required to cover an operator's high school run to support a night board trip, the operator will receive a minimum of two (2) hours for the trip to not disadvantage the operator from not completing their high school run.

4. **Weekend Board** – The weekend board is countywide regardless of an operator's regional assignment. Weekend boards are available to all eligible field trip operators.
5. **Summer Board** – Transportation will solicit all full-time operators in March of each school year regarding interest in summer work. Transportation will assign available work based on operator interest, abilities, and demonstrated performance.

C. **Effects on Daily Runs**: If a field trip is scheduled between morning or afternoon runs, or if a field trip impacts a regularly assigned route, then the Transportation

Department will consider factors such as schools served, bus compounding locations, and route coverage to assign the field trip.

- D. **By Name Requests:** Schools may not request specific operators for field trips.
- E. **Contact:** The Transportation Department will contact operators by email, phone and/or school messenger to confirm or deny assignment of a field trips. Transportation will not address field trip work with operators by radio unless a need arises to cover a field trip with limited notice.
- F. **Multiple Attempts to Communicate:** The Transportation Department will make two (2) attempts to contact an operator by email, phone, and/or school messenger before assigning a field trip to the next eligible operator on the respective board orders.
- G. **Refusal:** If a trip is refused by an operator for reasons other than a previously recorded appointment with the Transportation Department or the operator fails to report for the accepted field trip, the operator will move to the bottom of the OML.
- H. **Post Acceptance:** Once an operator accepts a trip, the Transportation Department will only make exceptions for emergencies with regards to moving an operator to the bottom of the OML for failing to perform the trip.
- I. **Independent Boards:** Each field trip board will operate independent of other field trip boards.
- J. **Board Coordination:** An operator accepting or denying a trip on one (1) board will not affect the operator's placement on other field trip boards.
- K. **Trip Cancelled:** The Transportation Department will not move an operator to the bottom of the OML if a field trip is cancelled by a school or the school district. If some but not all buses are cancelled for the trip, Operations will cancel buses based on the OML.
- L. **Compensation for Cancelled Trip:** In the event of an operator arriving at a school for an assigned field trip and the field trip is cancelled, the Transportation Department will pay the operator a minimum of one (1) hour or more if appropriate for their driving time from the compound location to the respective school and back.
- M. **Operator Cancellation:** If an operator cancels a trip after accepting a trip and within twenty-four (24)-hours of the start time, the Transportation Department will move the operator to the bottom of the OML.
- N. **AM Run:** If an operator is not present for their morning route, he/she is not eligible for a trip until after their afternoon route.

- O. **PM Run:** If an operator is not present for their afternoon route, he/she is not eligible for a trip that afternoon/night.
- P. **Last School Day of the Week:** If any operator calls out on the last school day of the week, the operator is not eligible for a weekend trip. This restriction does not apply if an operator was previously scheduled to be off duty the last school day of the week.
- Q. **Accident or Incident:** If an operator experiences an accident or incident during the school day, the Director of Transportation may suspend the operator from their field trip for the day or longer without penalty. The intent is to afford the operator sufficient time to recover from the incident/accident and conduct remedial training as appropriate.
- R. **Switching Trips:** Operators are not authorized to switch trips with other operators. The Transportation Department is the only entity authorized to reassign trips.
- S. **Short Notice:** A short-notice trip is defined as a field trip that is scheduled within twenty-four (24) hours of the start time. As time allows, the Transportation Department will use the corresponding field trip board to identify the next eligible operator for the trip. If an operator accepts a short-notice trip, the Transportation Department will move the operator to the bottom of the OML on the corresponding board for that trip. If an operator denies a short-notice trip, the Transportation Department will not move the operator to the bottom of the OML on the corresponding board.
- T. **Immediate Trips:** An immediate trip is a trip requiring immediate transportation support. The circumstances leading to an immediate trip may include the school forgetting to submit trip, Transportation forgetting to assign the trip, etc. Dispatch will make immediate trip assignments using GPS to determine which bus is closest to the school pickup location. Full time operators not assigned to trip boards are eligible to perform immediate trips.

Communication

- A. **Radio:** The Transportation Department will not notify operators of upcoming field trips via the 800 MHz radio system. The 800 MHz radio system is intended for time sensitive communications between base and operators relevant to ongoing school bus operations only.
- B. **Methods of Communication:** The Transportation Department will notify operators of field trips via an email alert triggered by the field trip program. All operators are required to have district email accounts and check them regularly throughout the school year. The Transportation Department will contact operators by email, phone, and/or school messenger alerting them of an upcoming field trip. The operator has until close of business of the next business day to accept or decline

the trip with the Transportation Department. If the operator does not reply, the Transportation Department will send the operator a reminder notification. The operator has until close of business the next business day to respond to the reminder notification, accepting or declining the field trip. If the operator does not respond by the suspense for the reminder notification, the Transportation Department will decline the field trip on behalf of the said operator and move the operator to the bottom of the order of merit list and subsequently offer the trip to the next operator on the board order. Once the next operator completes the trip, Transportation will move that operator to the bottom of the order of merit list.

- C. **Field Trip Committee:** The Transportation Department will establish a field trip committee consisting of three (3) representatives from SJESPSA and three (3) managers from the Transportation Department. The committee will meet once per school quarter to review, assess, and refine the field trip MOU and program.

Compensation

- A. The Transportation Department will pay operators for field trips at a flat rate. The Transportation Department will calculate the flat rate for the upcoming school year at the beginning of each fiscal year (01 July). The Transportation Department will only calculate the rate one (1) time per year at the start of the fiscal year, 01 July. Any changes in step rates, minimum wage, or other relevant factors post 01 July will apply to the flat rate for the following fiscal year.
- B. The flat rate accounts for historical averages in drive and wait times for field trips.
- C. The Transportation Department will calculate the flat rate using the following formula:

$$\begin{aligned} &[(0.47) \text{ (Step 14 Operator Pay Schedule)}] + [(0.53) \text{ (Minimum Wage)}] = \\ &\quad \text{Flat Rate Trip} \\ &\quad \text{Flat Rate Trip for the 2024-2025 SY} \\ &\quad (0.47) (25.60) + (0.53) (15.00) = \mathbf{\$19.98} \end{aligned}$$

- D. The Transportation Department will pay operators for field trips from the time they leave their last school or bus compound location until the time they return to their compound location based on the established flat rate.

Risk Assessment

- A. **School Board Employees and Chaperones:** Every trip requires a school board employee on board at least one (1) of the buses for the trip. All other buses must have at least one (1) vetted and approved chaperone aboard each bus. If a single bus is used, a school board employee must be aboard that bus. School board employees and chaperones are responsible for all student riders while aboard the bus. _
- B. **Trip Route:** Bus operators are responsible for determining the safest and most appropriate route for the bus to and from destination. School board employees and

chaperones may recommend routes however operators are ultimately responsible for determining the safest route. Weather and traffic are route considerations.

- C. Long Trips:** Long trips requiring operators to travel beyond 100 miles one way and/or return to the compound later than midnight require a risk management review meeting by the Director of Transportation, Assistant Director of Transportation, Fleet Operations Manager and Fleet Maintenance Manager at least one (1) week prior to execution.

D. Risk Mitigation Measures:

- I. Assign multiple operators to the trip
- II. Require a prescribed rest period for the assigned operator before, during, or after the trip
- III. Select and assign a specific bus for the trip (Fleet Maintenance Manager)
- IV. Inspect the bus before the trip (technical inspection by mechanic)
- V. Adjust the departure and/or return times for the bus or buses
- VI. Send additional bus or buses with operators on the trip
- VII. Send a service truck with mechanic on the trip

E. Decision Matrix:

ITEM	QUESTION	YES	NO
1	Is the trip more than 100 miles one way?	Go to Item 2 below	Go to Item 2 below
2	Will the trip return to the school later than 11:00 PM?	Apply effective risk mitigation during the weekly operations meeting or disapprove the trip	Go to item 3 below
3	Will the trip return to the bus compound later than midnight?	Apply effective risk mitigation during the weekly operations meeting or disapprove the trip	Approve the trip

- F. Buses/Operators added for Risk Mitigation Reasons:** If Transportation adds extra buses and/or operators to a trip due to risk mitigation reasons, Transportation will not charge the school for the extra buses and/or operators. Additionally, schools may use the extra buses to distribute students/chaperons/school officials attending the trip. Under no circumstances will anyone other than the Director of Transportation decide to not use extra buses and/or operators assigned to a trip. In the event of an emergency (bus breaks down, operator becomes sick, etc.), school officials will make use of the extra buses/operators leaving the disabled bus (mechanically or due to lack of operator) behind for recovery by Transportation later/time. Officials will take measures to secure and safeguard the bus before leaving it behind.

Field Trip Brief

1. **Introduction and Welcome:** Good morning/afternoon, my name is _____ and I am your school bus operator for today's trip to _____. Today, we are travelling from _____ to _____.
2. **Attention:** Please give me your undivided attention for just a few minutes while I cover important safety and administrative matters with you.
3. **Safety:**
 - a. Please remain seated facing the front of the bus while the bus is underway
 - b. Please wear your seatbelt
 - i. Alert and encourage high school and middle school students and school staff/chaperons to wear their seatbelts. Require absolute compliance with seatbelt use by elementary age student riders. Leverage the teachers/chaperones to affect student behavior.
 - ii. Point out all emergency exits
 1. Roof hatches
 2. Side evacuation door for 84 passenger buses
 3. Rear evacuation door for 77 passenger buses and ESE
 4. Evacuation windows
 5. Passenger door
 - c. Evacuation: In the event of an evacuation:
 - i. Exit the bus in an orderly manner with a sense of urgency
 - ii. Assemble at a safe location away from the bus
 - iii. Await further instructions by emergency responders
 - d. Radio:
 - i. In the event I am incapacitated or unavailable, the bus is equipped with an 800MHz radio system which is integrated with transportation dispatch and the SJSO
 - ii. Demonstrate which microphone is used and how to trigger the microphone
 - iii. Point out the orange emergency button on the radio
 1. Once the button is pushed, the light will flash indicating that dispatch and the SJSO were alerted of an emergency with the bus
 2. Dispatch will come over the radio requesting details about the emergency. Use the microphone to provide details about the emergency.
 3. All buses are equipped with GPS so authorities will pinpoint the location of the bus
 - e. Fire Extinguisher: Point out the location of the fire extinguisher and describe how to use it.
 - f. First Aid Kit: Point out the location of the first aid kit describing the contents.

- g. Seatbelt Cutter: Point out the location of the seatbelt cutter and how to use it.
- h. Bodily Fluids Kit: Point out the location of the bodily fluids kit describing the contents.
- i. Railroad Crossing: if a railroad crossing is planned for the trip, advise the students of normal procedures to include ensuring absolute quiet when the bus is stopped at the tracks.

4. Your rules:

- a. Eating and Drinking: Cover your rules about eating and drinking aboard the bus.
- b. Electronic Devices: Cover your rules about the use of electronic devices.
- c. Noise: Cover your rules about music, talking, and noise in general.
- d. Behavior: Point out that coaches/chaperones will address any behavior issues should they occur during the trip.
- e. Other Rules: Cover other rules you expect riders to comply with during the trip.

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SECTION I - INTRODUCTION

The mission of the St. Johns County School District Transportation Department is to provide safe, efficient, effective, and professional transportation services to the children of St. Johns County School District. The Transportation department aspires to create a calm, respectful, welcoming, and supportive environment for every child.

The objectives of the Safe Operator Plan are as follows:

1. **Intent:** The Safe Operator Plan is intended to establish and sustain an environment and organizational climate in which extraordinary safe bus operations and exceptional professional services are paramount. The plan is intended to address achievements, accidents, incidents, and behaviors in a consistent, objective, and fair manner.
2. **Risk:** The foundation of the safe operator plan is risk management and risk mitigation. The plan recognizes the increasingly dynamic environment in which school bus operators operate buses in St Johns County in support of children. It is not possible to eliminate all known and unknown risks. Nor is it possible to control all the risk factors associated with student transportation operations, however, through effective risk management, the transportation team can visualize the situation, recognize individual and collective risk behaviors and trends, and positively affect conditions and behaviors to mitigate risks and operate buses safely. Based on individual operator's history and experiences, the plan will identify individual and collective risk behaviors, probabilities of occurrences, consequences of occurrences, and methods to mitigate risks.
3. **Statutes and Guidelines:** Ensure compliance with Florida statutes and DOE Guidelines. The statutes establish requirements for hiring guidelines, training, and monitoring of school bus operators during employment.
4. **Hiring Actions:** Establish hiring guidelines for school bus operators, Transportation Department mechanics and office employees to ensure only qualified applicants are accepted.
5. **Achievements and Challenges:** Adjudicate achievements and challenges via remedial training, and disciplinary/corrective actions in accordance with the guidelines and criteria established in this Safe Operator Plan.
6. **Remedial Training:** Recommend tailored, comprehensive or remedial training for operators as appropriate.

The provisions of this plan do not replace the procedures in place through the established bargaining process between the St. Johns School District and the St. Johns Educational Support Professional Association. The provisions of the plan also do not replace established St. Johns County School Board employment practices or policies.

The provisions of this plan are not necessarily binding. There are circumstances which warrant actions beyond the scope of this plan.

SECTION II - APPLICANT ELIGIBILITY

The Transportation Department will review the driving history of all applicants for a school bus operator position (DHSMV Transcript of Driver Records) with the Florida Department of Highway Safety and Motor Vehicles (DHSMV). The Fleet Operations Coordinator will review the records twice per year as appropriate. Further, the Fleet Operations Coordinator reviews the *Change Report* from DHSMV every Wednesday. Determinations on applicant eligibility will be made in accordance with federal, state, and local laws, federal and state administrative code, and school board rules.

The Transportation Department will screen each applicant's Transcript of Driver's Record in accordance with the guidelines and criteria established by the document. The Transportation Department will review the entire driving record with particular emphasis placed on entries for five (5) years preceding the date of the records check. Although this plan is applicable to all current and prospective employees, the Transportation Department will not terminate employment of an employee based on their driving record prior to the original effective date of the plan. The Transportation Department will review the Federal Motor Carrier Safety Administration Drug and Alcohol Clearinghouse to determine eligibility for employment.

SECTION III - EMPLOYMENT AND TRAINING PROCEDURES

St. Johns County School District Licensing Requirements:

1. Completion of five (5) years of licensed driving experience
2. Completion of St. Johns School District employment application form
3. Submission of fingerprints for background checks
4. Completion of physical examination for school bus operators and pre-employment drug screening. Federal Motor Carrier Safety Administration Title 49 CFR Parts 40 and 382, require pre-employment drug screening and while employed, random drug and alcohol testing.
5. Completion of the school bus operator dexterity test
6. Completion of testing to possess a temporary commercial driver license (CDL) with a passenger (P) and school bus (S) endorsements
7. Be physically capable of operating a school bus
8. Successfully complete forty (40) hours of preservice training:
9. Successfully complete the CDL examination administered by a state certified examiner
10. Obtain the permanent commercial driver's license (CDL) with passenger (P) and school bus (S) endorsements and provide a copy to the Transportation Department. The Transportation Department will maintain a file on each operator to reflect driving record screening, training, completion of medical examination and permanent license documentation.

Disclosure Note: Prospective operators in training must notify the Fleet Operations Coordinator or Director of Transportation of any suspension of license, moving violation,

or accident which occurs during the pre-employment training period. Notification must occur within twelve (12) hours of the suspension, violation, or accident.

SECTION IV- CURRENT EMPLOYEE REQUIREMENTS

All Transportation Department employees will comply with the provisions of the Safe Operator Plan. The employees described in the paragraph below are referred to and considered "covered employees" under the Safe Operator Plan. Based upon points assessed (Appendix A) by the Safe Operator Committee, operators will receive appropriate disciplinary actions. Appendix B provides the guidelines for disciplinary actions.

Florida Department of Education Requirements:

The Transportation Department will accomplish a complete check of driving records of all Bus Operators before the start of the school year in August and again in January of each year. The driving history of all covered employees is reviewed through a check of driving records with the Florida Department of Highway Safety and Motor Vehicles (DHSMV) to verify a satisfactory driving history. The Transportation Department will obtain a copy of each applicant's DHSMV Transcript of Operator Record from the Florida Department of Education School Bus Operator Records Check System (which accesses the driving records system maintained by DHSMV). The Fleet Operations Coordinator or designated representative will review the driving records.

1. The Transportation Department will also obtain a weekly update of new activity posted to bus operators' driving records via the Weekly Exception Report from the Florida Department of Education School Bus Driver.
2. Records Check System. The Fleet Operations Coordinator will review the record.
3. If the Weekly Exception Report indicates an operator's license is suspended, revoked, or canceled, the Director of Transportation will take immediate action to prohibit the operator from operating a school bus or any other School Board owned/leased vehicle.
4. The Transportation Department will participate in and administer the Random Drug and Alcohol Testing Program. All School District employees with a CDL used in the context of their employment, are subject to the requirements of the program.
5. All school bus operators are required to complete a drug and alcohol test following any incident or accident, on or off school board property, at the direction of the Fleet Operations Coordinator.

Employee Responsibilities:

1. **Driver's License:** All employees covered under the Safe Operator Plan are required to always possess the appropriate Commercial Driver License (CDL) while employed with St. Johns County School District. Covered employees will ensure information on their driver's license is always kept current.

Knowingly operating a school bus with a suspended or revoked license is grounds for dismissal by the School Board.

2. Reporting of Vehicle Accidents:

a) **School Bus or Other School Board Owned/Leased Vehicles:**

Covered employees will immediately report any accident involving a school bus or other School Board owned/leased vehicle to a Transportation Department supervisor or dispatcher. If the accident occurs after normal working hours, the employee will immediately notify a Transportation Department supervisor using the emergency numbers on the Emergency Blue Card.

b) **Other Vehicles Not Owned or Leased by the School Board:**

Covered employees are responsible to report any accident in which the employee was the vehicle operator, regardless of ownership or fault. Covered employees will report accidents to the Fleet Operations Coordinator or Director of Transportation on the first duty day after the accident.

3. **Reporting of Citation for a Moving Violation:** Covered employees will report the receipt of any citation for a moving violation to the Fleet Operations Coordinator or Director of Transportation. This requirement is a St. Johns School District and Federal Government requirement, statute 6A-3.017. If operating a School Board owned/leased vehicle, covered employees must report the citation immediately. If the citation is received while operating a privately owned vehicle, the covered employee must report the citation on the first duty day after the receipt of the citation.

4. **Disposition of Citations for Moving Violations:** Covered employees who receive a citation for a moving violation will ensure they comply with the requirements for disposition of the citation.

Points: Points assessed remain on a CDL holder's license for life. Attending schools or defensive driving courses will not remove the assessed points.

Violations: Violations noted as "adjudication withheld" may result in assessment of Safe Operator Points by the Safe Operator Committee.

Compliance: Failure to comply with deposition requirements within specified time limits will result in the suspension of the driver's license by the Florida Department of Highway Safety and Motor Vehicles. It is of the utmost importance that covered employees act promptly to resolve matters pertaining to a citation for a moving violation.

Safe Operator Points:

1. The Safe Operator Committee will assess Safe Operator Points for all at-fault/preventable vehicle accidents, incidents, behavior, and achievements involving employees covered under this Safe Operator Plan.
2. The Safe Operator Committee will assess Safe Operator Points for all moving violations appearing on a covered employee's Transcript of Driver Record, as obtained through the Florida Department of Education School Bus Driver Records Check System (see Appendix A).
3. The Fleet Operations Coordinator will assess Safe Operator Points for other violations though these violations may not appear on the Transcript of Driver Record.
4. The Safe Operator Committee will assess Safe Operator Points only once for each accident, incident, behavior, or achievement. If the Safe Operator Committee assesses Safe Operator Points for an accident involving a school bus or other School Board owned/leased vehicles, the committee will not assess Safe Operator Points later when a moving violation citation received in connection with the accident is posted to the employee's Transcript of Driver Record.
5. The Safe Operator Committee will assess Safe Operator Points for Operators who render exceptional professional services and safe operation of school buses as appropriate.

Serious Offenses:

Serious offenses are defined as an offense that involves gross or simple negligence possessing high probability and high consequence of associated risks. Serious offenses are often caused by reckless behaviors. Serious offenses violate the key tenets of safe school bus operations. Serious offenses are listed in Appendix A lines (1 – 14) of the safe operator plan. For serious offenses, the points listed in the guide are minimum required points.

Appeal of Safe Operator Points: Employees may appeal the points assessed by the Safe Operator Committee to the Fleet Operations Coordinator. The Fleet Operations Coordinator will refer appeals to an upcoming Safe Operator Committee for the appeal.

See Section III for confirming employment training, license checks, and medical requirements. Section IV discusses Safe Operator Points and Procedures.

Suspension, Revocation, Cancellation of Driver's License

1. **CDL:** All covered employees are required to always possess the appropriate Commercial Driver License (CDL) B with endorsements while employed with the St. Johns County School District and to maintain their license in good standing. Any operator who receives notification of a driver's license suspension, revocation, or cancellation is required to notify a Fleet Operations Coordinator, or dispatcher immediately during normal working hours. After normal working hours, or any other time the Transportation Department offices are closed, the employee will immediately notify the Fleet Operations Coordinator or Director of Transportation using the emergency numbers on the Emergency Blue Card.

2. **Operator Conference:** The Director of Transportation, or designee, will hold a conference with the operator to determine the circumstances of the license suspension, revocation, or cancellation. If it is determined an operator knowingly operated a school bus or other School Board owned/leased vehicle with a suspended, revoked, or canceled driver's license, said driver is subject to dismissal by the School Board.
3. **Terms of Dismissal:** Any operator who fails to affect the reinstatements of their suspended/revoked/canceled driver's license within ten (10) working days is subject to dismissal by the School Board.
4. **Repeat Offenses:** The procedures detailed above will apply only to the first time a school bus operator's license is suspended/revoked/canceled. Additional occurrences can result in disciplinary actions in accordance with guidelines in Appendix B.
5. **Notice of Suspension of the Driver's License due to Cancellation of Required Insurance:** The Florida Department of Highway Safety and Motor Vehicles (DHSMV) will suspend the driver's license of any individual who fails to maintain required insurance on a vehicle registered in their name. When DHSMV receives notification from an insurance company of cancellation of an insurance policy, they will automatically mail a notice to the driver, advising them of the pending suspension of their driver's license, unless corrective action is taken. Employees covered under this Safe Operator Plan cannot operate a school board owned/leased vehicle if their license was suspended. Employees covered under this Safe Operator Plan have the responsibility to maintain a valid driver's license, in good standing, at all times. Covered employees who receive notice from DHSMV of pending suspension of their driver's license due to cancellation of required insurance are responsible to make sure corrective action is taken to avoid such suspension and advise the Fleet Operations Coordinator or Director of Transportation. Employees must ensure insurance requirements are fulfilled and provide proof of compliance to DHSMV.
6. **Other department policy or procedure violations (non-safety related).** Infractions of this type generally fall into categories that are not safety related. These include bus interior upkeep and sanitation, bus exterior cleaning, attendance procedures, required administrative duties, and personal uniform requirements and upkeep. These categories will be assigned to a sub-committee of the Safe Operator Committee and adjudicated as appropriate using the scale included in appendix A.

SECTION V - SAFE OPERATOR COMMITTEE

Objectives of the Transportation Safe Operator Committee:

1. Review all vehicle accidents, incidents, or behavior (preventable and non-preventable) involving covered employees operating a school bus or other school board owned/leased vehicle.
2. Provide a forum for covered employees to present the facts and circumstances surrounding an accident, incident, or behavior brought before the committee.
3. Recommend assessment of Safe Operator Points and remedial/corrective measures to adjudicate accidents, incidents, or behavior as appropriate.
4. Analyze trends and make recommendations.
5. Review the Safe Operator Plan and make recommendations for revisions.
6. Identify individual operator and department wide trends in risky behavior to include probability of occurrences and severity of consequences in accordance with risk management principles.
7. Assist leaders, supervisors, and operators in completing individualized risk assessments at a minimum, semiannually, and as required.
8. Assess points for exceptional professional services and safe operation of school buses.

Committee Membership:

The Safe Operator Committee will consist of the following representatives:

1. Fleet Operations Coordinator(s) (voting, Alternate Committee Chairperson)
2. Fleet Maintenance Manager or designee (voting)
3. Lead Operator (rotating schedule, voting)
4. Safety & Training Coordinator (Chairperson, voting)
5. Routing Supervisor or designee (voting)
6. St. Johns Education Support Professional Association Representative (SJESPA) (Optional at their discretion, voting)
7. District Risk Manager or designee (voting)

Objectives of the Transportation Safe Operator Sub-committee for non-safety related policy infractions.

1. Review interior bus cleanliness, sanitation, or exterior cleanliness deficiencies as appropriate when referred to this sub-committee.
2. Review attendance policy violations and/or excessive missed work days as appropriate when referred to this sub-committee.
3. Review personal uniform deficiencies per the employee handbook and as appropriate when referred to this sub-committee.

Sub-committee Membership:

The sub-committee will consist of the following representatives:

1. Fleet Operations Coordinator(s) or designee (voting, Alternate Committee Chairperson)
2. Fleet Maintenance Manager or designee (voting)
3. Safety & Training Coordinator (Chairperson, voting)

Term of Office: Reappoint as prescribed above or as necessary.

Meeting Schedule: At a minimum, the committee will meet monthly or more often when required.

Meeting Procedures: The Safety & Training Coordinator will act as chairperson of the Safe Operator Committee. In the absence of the Safety & Training Coordinator, the Fleet Operations Coordinator will serve as chairperson. The Safe Operator Committee will review the circumstances of all ticketed and non-ticketed accidents, incidents or behavior and violations involving an employee operating a school bus or other School Board owned/leased vehicle. Additionally, other accidents, incidents or behavior may result in assessment of Safe Operator Points even if the Law Enforcement report does not cite the operator; Examples include but not limited to, hitting a mailbox, light pole, or other comparable accidents, incidents, or behavior. The committee will assess Safe Operator Points for all preventable/at fault accidents and exceptional professional services and extraordinary safe operating which occurred while operating a school bus or other School Board owned/leased vehicle using the point schedule set forth in Appendix A of this document. Affected employees will receive written notification of Safe Operator Committee actions within ten (10) working days after the date of the meeting at which the action was taken.

Attendance at the Safe Operator Committee: All Transportation employees referred to the Safe Operator Committee for matters involving the Transportation Department, are required to appear in person before the committee. The intent for employees appearing before the committee is to ensure due diligence with determining the facts, circumstances and matters of consideration and mitigation regarding referred matters. Employees with previously scheduled appointments that conflict with appearance before the committee are required to speak with the Fleet Operations Coordinator, to make alternative arrangements.

Appeal of Safe Operator Actions: All covered employees have the right to appeal Safe Operator Points assessed by the Safe Operator Committee. Appeals are to be directed to the Fleet Operations Coordinator for review at the next Safe Operator Committee meeting. For employees within the bargaining unit, established procedures within the negotiated agreement between the District School Board of St. Johns County and the St. Johns Educational Support Professional Association are applicable for appeals. For other employees, St. Johns School Board general employment practices and procedures are applicable for appeals.

Confidentiality: It is imperative that members of the Safe Operator Committee exercise confidentiality regarding specific personnel details pertaining to accidents/incidents/behavior/achievements adjudicated by the committee. Outside discussion about trends, incidents, accidents, behavior, achievements, and observations are appropriate if details regarding the individual(s) involved are not discussed.

SECTION VI - DISTRIBUTION OF THE SAFE OPERATOR PLAN

Each year, the Transportation Department will distribute the Safe Operator Plan, which is contained in the employee handbook, to all Transportation employees at the beginning of the school year (annual rehearsal), or upon initial employment (upon successful completion of the operator/attendant training class).

APPENDIX A - Assessment of Safe Operator Points

The Safe Operator Committee will assess Safe Operator Points for all at-fault/preventable vehicle accidents, incidents, behavior, and/or achievements involving employees covered under this Safe Operator Plan, operating a school bus or other School Board owned/leased vehicles as set forth in Section V (Safe Operator Committee) and in accordance with the guidelines and criteria established by this document.

The Safe Operator Committee will assess Safe Operator Points for all moving violations appearing on a covered employee's Transcript of Driver Record, as obtained through the Florida Department of Education School Bus Driver Records Check System.

The Safe Operator Committee will assess Safe Operator Points for other violations though these violations may not appear on the Transcript of Driver Record.

The Safe Operator Committee will assess Safe Operator Points only once for each moving violation or vehicle accident. If the Safe Operator Committee assesses Safe Operator Points for an accident involving a school bus or other School Board owned/leased vehicles, the committee will not assess Safe Operator Points at a later date when a moving violation citation received in connection with the accident is posted to the employee's Transcript of Driver Record.

The Safe Operator Committee will assess Safe Operator Points for Operators who render exceptional professional services and safe operation of school buses as appropriate.

Former Transportation Department School Bus Operators: Former school bus operators of the Transportation Department, St. Johns County School District returning within twelve (12) months (365 days) of their resignation date will retain points accumulated through the Safe Operator Committee/Plan prior to their resignation. Personnel returning after 12 months (365 days) will restart at zero (0) points.

Double Jeopardy: The Safe Operator Committee will assess Safe Operator Points only once for each moving violation or vehicle accident. If the Safe Operator Committee assesses Safe Operator Points for a vehicle accident, the committee will not assess additional Safe Operator Points for a moving violation citation(s) received in connection with the accident.

The Safe Operator Committee will not assess points for specific incidents, accidents, or behavior addressed by Human Resources per the progressive discipline standards.

Item	Offense	Safe Operator Points Range	
		Minimum “Careless”	Minimum “Reckless/Willful”
	Serious Offenses		
1	Reckless Driving	21	21
2	Driving while impaired due to unlawful use of alcohol, drugs (illegal or prescribed), or other inhibiting substances	21	21
3	Fleeing or attempting to flee law enforcement	21	21
4	Using a cell phone or electronic device while underway as the operator of a school bus to include but not limited to the following: 1. Texting 2. Web Surfing 3. Using social media 4. Videos, 5. Talking (hands on or hands free)	21	21
5	Failure to submit to a drug and alcohol test (random or directed)	21	21
6	Driving around or through a railroad crossing gate or barrier	21	21
7	Failing to set the parking brake, place the transmission in neutral, and apply the service brake at a railroad crossing or bus stop	15	21
8	Striking or making contact with a pedestrian or bicyclist while operating a school bus	15	21

9	Failing to shut off a bus while loading/unloading students at a school or other similar location	15	21
10	Failure to complete AND/OR properly document a pre-trip inspection of a school bus	15	21
11	Failing to conduct a between trip inspection of a school bus resulting in a child left behind on a school bus	15	21
12	Endangering the safety of children	15	21
13	Operating a school bus without wearing the operator's seatbelt	15	21
14	Leaving the scene of an accident before emergency responders to include law enforcement and/or Transportation officials arrive	15	21
	Speed		
15	Up to 5 mph over the posted speed limit within a school zone	2 - 10	
16	5 mph or more over the posted speed limit within a school zone	10 - 15	
17	Up to 5 mph over the posted speed limit in a residential area with a posted speed limit of 30 mph or less	0 - 5	
18	5 mph or more over the posted speed limit in a residential area with a posted speed limit of 30 mph or less	5 - 15	
19	Up to 10 mph over the posted speed limit in an area with a posted speed limit greater than 30 mph	5 - 15	
20	11 mph or more over the posted speed limit in an area with a posted speed limit greater than 30 mph	10 - 15	
21	Driving too fast for conditions (weather, traffic, active or non-active construction zone, etc.)	5 - 15	
	Stop		
22	Failing to come to a complete stop at a stop sign	5 - 15	
23	Failing to stop for a school bus with red student lights activated	8 - 15	
24	Failing to stop for a red traffic signal	5 - 15	
25	Failing to prepare to stop for a school bus with amber student lights activated	0 - 2	
26	Failing to stop at the direction of emergency services personnel (police, fire, etc.)	8 - 15	
27	Failing to stop at the direction of construction flagman	2 - 8	
28	Failing to yield to pedestrians in the crosswalk	10 - 15	
	Yield		

29	Failing to yield to an emergency vehicle	5 - 15
30	Failing to yield to a bicyclist	5 - 10
31	Failing to yield to an obstruction in the roadway in the direction of travel	0 - 5
32	Failing to yield at a yield sign to merge into traffic	0 - 10
	Passing	
33	Passing a school bus that is actively loading or discharging student riders	10 - 15
34	Passing another school bus in an unsafe manner	2 - 10
35	Passing another vehicle in an unsafe manner	2 - 10
36	Passing in a no passing zone	5 - 15
	Railroad Crossings	
37	Stopping too close to a railroad track resulting in a school bus being over the railroad track or within fifteen (15) feet of the outer most rail	2 - 15
38	Crossing over a railroad track in any lane other than the right lane unless specified otherwise in the railroad crossing matrix	2 - 8
39	Failing to follow a crossing control device or the direction of a law enforcement official at a railroad crossing	5 - 15
40	Failure to secure the bus: Set parking brake, transmission in neutral, foot on brake	15 - 21
41	Failure to silence music/radio	2 - 4
42	Restrict talking/student noise	2 - 4
43	Use of four-way signal in a timely fashion before tracks	3 - 8
44	Visual check of railroad tracks in both directions	3 - 8
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45	Failing to report a moving violation or accident (personal motor vehicle)	3 - 6
46	Failing to report a moving violation or accident (school bus or school board vehicle)	5 - 10
47	Failing to maintain a current CDL License with the P & S Endorsements	3 - 8
48	Failing to maintain a current physical completed by a DOT certified physician	3 - 8
	Accident or Incident Related	

49	Allowing students to leave the scene of an accident before law enforcement clears the accident	3 - 6
50	Releasing student riders to a parent/guardian without authorization and/or identification check	3 - 6
51	Failure to report an incident or accident with a school bus to dispatch and/or fleet maintenance manager immediately	5 - 10
52	Operating a school bus damaged in an accident or incident without an in/out of service determination by the fleet maintenance manager or designated maintenance subject matter expert	5 - 10
53	Operating an out of service school bus with children aboard	5 - 15
54	Failing to lock down a school bus as required	3 - 8
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55	Running a school bus out of fuel completely	5 - 15
56	Running a school bus low on fuel (less than ¼ tank)	3 - 8
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66	Leaving a child behind at a school bus stop in the AM regardless of circumstances	5 - 15
67	Allowing an unauthorized student to ride a school bus in the PM	0 - 4
68	Failing to be present at bus while students are aboard or boarding	5 - 10
69	Failing to act attentively towards students aboard a school bus	2 - 4
70	Leaving children unattended aboard a school bus	5 - 15

71	Allowing student riders to sit in the Operator's seat of a school bus	5 - 15
72	Failing to complete a post trip inspection/child check following the discharge of passengers from a school bus	6 - 10
73	Operating a school bus with children standing	3 - 8
74	Operating a school bus with children seated on the floor	5 - 10
75	Operating a school bus with more than three (3) children to a seat without available restraints	3 - 8
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79	Failing to ensure kindergarteners are properly seated and wearing their seatbelts	3 - 6
80	Allowing a kindergartener to ride the wrong bus	5 - 10
81	Discharging a kindergartener at the wrong stop	5 - 10
82	Discharging a kindergartener without a parent/guardian present without prior approval	5 - 10
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84	Excessive idling other than in extreme weather conditions (greater than 5 minutes)	0 - 6
85	Operating a school bus off route without approval	2 - 8
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87	Failing to conduct a field trip safety and administrative brief to student riders, staff, and chaperones	2 - 8
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89	Failing to execute a left side loading or unloading of student riders to standard	2 - 8
90	Failing to employ amber and red student lights to standard	2 - 8
91	Failing to follow DOE Guidelines as applicable for 50/200 foot spacing at intersections	2 - 8
92	Failing to shut down the engine of a school bus when loading or unloading students at a school or other location other than a bus stop	15 - 21
93	Making an unauthorized stop to load or unload students	4 - 8
94	Leaving a school bus unattended with keys in ignition or while running	3 - 10
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Superior Professional Services and Extraordinary Safe Bus Operations

In keeping with the objectives of the Safe Operator Plan, the Safe Operator Committee will review reports and observations regarding school bus operators demonstrating exceptional professional services and extraordinary safe bus operations. Given the myriad of possibilities, the plan does not specify nor limit the types of professional services or safe school bus operations for consideration, nor the positive points associated with such services or operations. The committee will consider all reports and observations and make determinations as appropriate. The Safe Operator Committee will consider all reports containing basic decision-making information (who, what, when, where, and why).

Other Accidents or Incidents

Other accident or incidents (whether ticketed or not) not listed above: the Safe Operator Committee reserves the right to assess points for or other accidents, incidents, or behavior not addressed above.

Safe Operator Points Assessment Schedule – Driver License – Suspensions Cancellations, and Revocations

1. Applications for a position as a school bus operator:

- a) License suspended or canceled for any reason other than points PIP (insurance) cancellation or financial responsibility (FR) judgment -3
- b) License suspended for PIP (insurance) cancellation or financial responsibility (FR) judgment -5
- c) License revoked (any reason) points -20
- d) Knowingly driving while license suspended/revoked/canceled points -20

2. Current employees covered under this Safe Operator Plan:

- a) License suspended or canceled for any reason other than points PIP (insurance) cancellation of financial responsibility (FR) judgment -4
- b) License suspended for PIP (insurance) cancellation or points financial responsibility (FR) judgment -5
- c) License revoked (any reason) points -20
- d) Knowingly driving while license suspended/revoked/canceled points -20

APPENDIX B - Disciplinary Action Guide

Current employees who are assessed Safe Operator Points assigned in accordance with the guidelines and criteria established in this document are recommended for disciplinary action using this guide. However, this guide is not binding, and other disciplinary actions are allowable based on specific circumstances.

Safe operator points are included for field trip participation as outlined in the negotiated field trip Memorandum of Understanding.

SAFE OPERATOR POINTS DISCIPLINARY ACTION GUIDE

Points Assessed	Time Period	Potential Disciplinary Actions
-1 to -5	One year	Documented verbal warning Remedial Training

-6 to -10	One year	Letter of Improvement Remedial training Potential loss and/or reassigned route
-11 to -15	One year	Letter of Reprimand Remedial training
-16 to -20	One year	Referred to Human Resources Final Letter of Reprimand Remedial training
More than -20 points	One year	Dismissal
More than -30 points	Two years	Dismissal

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

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This contract can also be viewed at
<http://www.stjohns.k12.fl.us/policies/contracts/>