# CLAY COUNTY DISTRICT SCHOOLS

# MASTER CONTRACT

## 2023-2024 through 2025-2026
## 2025-2026 Amendment

# CLAY EDUCATIONAL STAFF PROFESSIONAL ASSOCIATION LOCAL 7409

February 13, 2026

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# Preamble

This Agreement is entered into this 13th day of February 2026, by and between the School District of Clay County, Florida, hereinafter called the "Board," and the Clay Educational Staff Professional Association, Local 7409, hereinafter called the "Association."

*2025-2026 Amendment to 2023-2024 through 2025-2026 Master Contract*

# Purpose

It is the purpose of this Agreement to provide, where not otherwise mandated by the constitution or statute, for the salary structure, compensation benefits and employment conditions of the employees covered by this Agreement, to assure the continuous and efficient operation of the Clay County School System and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences and the promotion of harmonious relations between the Board and the Association.

*2023-2024 through 2025-2026 Master Contract*

# Article I: Recognition

A. The Association recognizes the Board as the duly elected representative of the public and agrees to negotiate only with the Board, through the chief executive officer or his designee.

B. Pursuant to and in accordance with all applicable provisions of Part 2, Chapter 447, Florida Statutes, and the rules and regulations of the Public Employees Relations Commission, the Board recognizes the Association as the exclusive bargaining representative for those employees in the defined bargaining unit, as outlined in Case No. RA-79-014, Certification No. 480, issued by Florida Public Employees Relations Commission on the 13th day of November, 1979, and amended by Case No. MS-85-017 (A/C) issued September 12, 1985, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, unless and until recognition of such bargaining representative is changed or withdrawn pursuant to law and the rules and regulations of the Public Employees Relations Commission. It is understood and agreed that the President or his designee from the Association will be the official spokesman for said Association in any matter between the Association and the public employer.

*2023-2024 through 2025-2026 Master Contract*

# Article II: Negotiation Procedures

A. The parties agree to a bargaining process within the authority of Chapter 447 of the Florida Statutes. The contract will be in effect for a three year period and will be opened for “full-book” bargaining prior to its expiration at the end of the third year. All compensation and benefit matters shall be automatically reopened for negotiation each year, as well as any provisions imposed by the Board. In addition, each party will have the right to open two additional articles each year. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of the Agreement upon request by either party to the other. The parties agree to cooperate in arranging meetings, selecting representatives for discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters. Further, an agenda will be agreed to and shared at least twenty-four (24) hours prior to the meeting/bargaining session. Should such a meeting result in a mutually acceptable amendment to this Agreement, then the amendment shall be tentatively agreed upon and subject to ratification by the Board and the Association.

B. When agreed to by both parties, release time shall be provided for the negotiating committee of the Association to meet both during and after regular hours for the purpose of reaching an agreement as rapidly as possible. Members of the negotiating committee for the Association shall not be required to report to work on days release time has been granted for the purpose of bargaining. Such release time shall not be charged to the employees’ leave.

C. In any negotiations described in the Agreement, neither party shall have any control over the selection of the negotiating representative of the other party. It is recognized that no final agreement between the parties may be executed without ratification by the Board and by a majority of those members of the bargaining unit who are present, but the parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, counter proposals, make concessions, and reach tentative agreement in the course of negotiations. Throughout negotiations, all tentative agreements shall be signed by representatives designated by each party, and these representatives shall present the signed final Agreement for ratification. There will be four (4) signed copies of any tentative and final agreements; two (2) copies shall be retained by the Board and two (2) by the Association.

D. During the course of any negotiations described in this Article, the parties mutually pledge that such negotiations shall be conducted in good faith. This Contract may not be modified in whole or in part except by mutual, written agreement.

E. Any cost incurred through the cost of a mediator and/or special master will be shared equally by the Board and the Association.

F. Should any provision of this agreement be declared illegal by a court of competent jurisdiction, said provision shall become null and void, and shall in no way affect the validity of any other provisions of this agreement. Furthermore, the parties shall either immediately meet to reopen negotiations on that provision/application or mutually agree, in writing, to deal with the matter in subsequent negotiations.

G. The parties agree all employees of the Board shall implement and carry out the provisions of this collective bargaining agreement. The agreements in the Contract shall supersede any rules,

regulations, or practices of the Board which are contrary to or inconsistent with the terms recorded herein.

H. There shall be two official signed copies of the final ratified Contract, one to be retained by each of the parties. Each school website will contain an operable link to the current contract. Each worksite will receive five (5) hard copies provided to each worksite for the following placement: one copy to the School/Site CESPA Representative; one copy in the teachers' lounge or workroom; and a copy for each administrator on campus. The Association will receive twenty-five (25) hard copies of the Master Contract. Such contract distribution shall be completed within six weeks of ratification.

# Article III: Association and Employee Rights

A. The Board hereby agrees that every employee shall have the right to organize, join and support the Association for the purpose of engaging in negotiations and other concerted activities. Further, the Board will not discourage, deprive or coerce any employee in the enjoyment of any rights conferred by this Agreement, and will not discriminate against any employee with respect to wages, hours, or any terms or conditions of employment by reason of membership in the Association, participation in any lawful activities of the Association, or collective negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement.

B. The Board agrees that Association representatives will not be discriminated or retaliated against, reprimanded or harassed for investigating or advocating in a reasonable manner complaints made by employees.

C. When the Association desires to use a School Board facility, such request will be made in writing to the administrator/supervisor of that facility for his/her approval. If available, approval will be granted. Requests shall not be unreasonably or arbitrarily denied. If any special equipment is needed, it must also be included in this request. The Association shall reimburse the Board for those use costs that exceed routine custodial and operating expenses of such school buildings and equipment.

D. With the approval of the administrator/supervisor, the Association and its representatives shall have the right to use School Board equipment at the facility at reasonable times, when such equipment is not otherwise in use. The Association shall pay the cost of all materials and supplies used to produce Association materials. Approval shall not be unreasonably or arbitrarily denied.

E. Dues Deductions

The parties agree that as of July 1, 2023, the following language is currently unenforceable and inactive due to legislation passed in the 2023 Florida Legislative Session:

1. *Any employee who is a member of the Association, or who has applied for membership may sign and deliver to the Association authorization to deduct membership dues in the Association. Such signed authorization shall be processed by the Association and delivered by the Association with an accompanying list to the payroll office by no later than ten (10) work days prior to the affected pay date. Such list and authorizations shall stipulate the name, Employee Identification Number (EIN), date, and amount to be deducted each pay date for the balance of pay periods in the school year. Pursuant to such submission, the Board shall deduct such monies from individual member pay-checks in equal payments beginning the first pay date after proper submission.*

2. *Such authorization and dues deductions shall continue in effect unless a written request by the employee to revoke such authorization is delivered to the Association and the School Board not less than thirty (30) days prior to the affected pay date. The Association will submit the list and signed authorization to the Payroll Office by not later than fifteen (15) days prior to the affected pay date or end of school year. Such list and authorizations shall stipulate the last date deductions are to be made.*

3. *The Association shall notify the School Board of any changes in the amount of dues to be deducted with a list and authorizations as stipulated in paragraph (1) certified by the President by no later than September 30.*

4. *The deductions shall be remitted not less frequently than monthly to the Association. Any list or authorization not submitted in the manner specified in this provision shall be returned to the Association for recalculation, new authorizations, and resubmission.*

5. *The Association shall indemnify and save and hold harmless the Board against any and all claims, demands, suits, and any other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of reliance on any lists, notice or assignment furnished by the Association as it applies to this section.*

6. *The Board and the Union agree that the Union will be provided with one (1) payroll slot in addition to the dues deduction slot. This slot will be used for Union-designated programs to include, but not be limited to, purchasing additional insurance, annuity, or other related benefits; voluntary Political Action Committee (PAC) donation; or other Union-sponsored voluntary deduction programs for bargaining unit members. The Union agrees to reimburse the Board for any actual startup or programming cost incurred which are normally charged to other groups who benefit from payroll deduction services. A single payment will be remitted after each pay period to a depository designated by the Union for up to three (3) additional payroll deduction slots.*

F. *Fees for Dues Deduction*

*The parties agree that the Association shall reimburse the Board for the cost of bookkeeping, retention, and transmittal of funds for the Association dues deducted by the Board. In lieu of such reimbursement for dues deductions, the Board shall retain the first $85 deducted by the School Board for said dues provided no changes in dues occur after August 15 of the affected school year. If any change in the dues deduction rate is requested by the Association, the Board shall retain an additional $.40 per affected employee. The Association shall indemnify and save and hold the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Board on the account of deducting dues.*

G. Should the Florida Statute change to allow dues to be deducted through the employee payroll, the parties will schedule a meeting within fifteen (15) work days to enter into negotiation to restart the ability to deduct dues from the employee payroll.

H. Mail and Bulletin Boards

1. The Association shall have the right to use employee mail receptacles for the purpose of disseminating information to its members in accordance with the restrictions below.

2. The Board agrees to provide space on an accessible bulletin board of at least nine (9) square feet in all schools/departments in a place which is visible and accessible to all employees such as the employees' lounge/work area, for the exclusive use of the association for the purpose of posting association material in accordance with the restrictions below.

3. Material distributed through the mail receptacles and/or posted on bulletin boards as indicated above shall be restricted to:

a. Notices of union recreational and social activities.

b. Notices of union elections, PERC petitions, union appointments, union meetings, and other official union business.

c. Rules or policies affecting the employees.

d. Collective bargaining activities.

4. No material shall be posted on bulletin boards or distributed through the mail receptacles which reflects adversely on the School Board or its employees, attacks any other employee organization or is of a political nature. A copy of any material posted or distributed through the mail receptacles shall be provided to the principal/supervisor of the location and to the Assistant Superintendent of Human Resources.

5. The Association with approval of the Assistant Superintendent of Human Resources may be permitted the use of the employees' electronic mailboxes (email) and the district courier service for joint communiques or the announcement date, time and place of meetings.

I. Duly authorized representatives of the Association shall be permitted to transact official association business with employees before and after the employees' working hours, and during the employees' lunch. Such visitation shall not interfere with or disrupt normal work or school/department operations. Distribution of literature shall be prohibited during working hours in areas where the actual work of employees is performed. The Building Representative shall be given an opportunity to hold one (1) ten (10) minute meeting each month during contracted hours to conduct Association business, provided such meeting shall not interfere with or disrupt normal work or school/department operations.

J. The Board agrees to give the Association reasonable access to all public records within its jurisdiction as provided by the Public Records Act. The Board will make available to the Association a copy of the discussion and consent agendas of scheduled Board Meetings including all backup material.

K. The Association representative or designee shall be given an opportunity after employee meetings called by the supervisor to make announcements relating to official business of the Association. The district shall notify CESPA three (3) days in advance of district events such as meetings and receptions. CESPA shall be permitted to provide association literature to be distributed to participants of such events.

L.

1. **Association Leave for President and or Vice President:** When it is necessary for the Association President to engage in Association activities directly relating to duties of the Association which cannot be performed other than during school hours the President will apply for Leave with pay as is necessary to perform any such activities. In the case of an emergency situation related to Association activities, the President or Vice President will notify the administration, the need for leave and will submit the appropriate paperwork upon return to work. Such pay to be reimbursed by CESPA including all benefits of said President. Such leave must be applied for in advance and approved by the supervisor. Approved leave of this type taken by the President shall not exceed a total of twenty-four (24) days per school year, and shall be deducted in accordance with School Board policies.

2. **Full-time CESPA President**: Extended Association Leave may be granted to the President of the Association for a period of up to one year, subject to annual renewal. The President shall

continue receiving full pay and fringe benefits (including FRS retirement) and will advance on the salary schedule annually, if so negotiated, during such leave from the School Board provided the Association reimburses the Board for such full pay and fringe benefits. Such leave shall be requested at least sixty (60) days in advance of the affected school year. The procedures for salary and fringe benefit reimbursement shall be agreed to by the Board prior to leave approval. At the beginning of the next school year, the President shall return from such leave in the same manner as other employees returning from Extended Personal Leave. The President shall be reassigned to a similar position in the District and, whenever possible, to the previously held position.

3. **Association Leave for Members**: From time to time the Association may need to release other members to perform duties of the Association. These members are limited to twenty four (24) days per school year, twenty-four (24) days total, not twenty-four (24) days per employee and, unless an exception is approved by the Superintendent, shall be limited to six (6) representatives during any school calendar day. Such leave shall be with pay, and such pay to be reimbursed by CESPA including all benefits of said employee. Such leave must be applied for in advance and approved by the supervisor.

4. **Association Leave for Delegate Assembly**: In addition to the above leave, the Association will be granted up to eight (8) additional days of Association Leave for the purpose of sending delegates to the Florida Education Association's Delegate Assembly, if requested by the Association, with no more than two (2) from any one worksite.

5. **Association Business Meetings**: Association members who serve as site representatives or on the Board of Directors shall be permitted, with Administrator approval, to flex time without penalty in order to attend monthly Association meetings that are scheduled after 5:00 p.m.

6. **Temporary Duty Elsewhere (TDE)**: The Superintendent may grant TDE with pay to Association Representatives to participate with the administration in activities which are deemed to be in the best interest of the school system. As used in this subsection, one day of leave shall mean to be the equivalent in hours.

M. Upon appropriate authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for payroll deduction programs currently in effect.

Additional programs may be approved according to the following guidelines:

1. Insurance companies desiring payroll deduction must present at least twenty-five (25) completed applications.

2. The insurance company must be rated A minus or better in A.M. Best Guide to Life Insurance Companies.

3. Payroll deductions should be allowed employees who transfer into the Clay County School System who have tax sheltered annuities on a payroll deduction plan.

4. Companies who have fewer than eleven (11) participants will be notified that they must increase participation to the twenty-five (25) participant level. Should any such company fail to bring their participation back to the twenty-five (25) participant level, the company shall be dropped from payroll deduction effective the beginning of the next school year. Employees signed up for

payroll deduction with such companies shall be notified in writing by the payroll department prior to losing the payroll deduction with that company.

N. *Board Policy 2.32 - Use of Reasonable Force*

*As provided by Florida Statute 1006.11, this policy establishes the standards for the use of reasonable force by Clay County school personnel. Such use shall be for the purpose of establishing and maintaining a safe and orderly learning environment and shall provide guidance to school personnel in dealing with disruptions to that environment.*

A. *Definition of Terms: The following definitions apply to terms used in this policy:*

*Learning Environment: All events and activities authorized by the School Board requiring an employee to be on duty in/out of the classroom setting.*

*Orderly: Devoid of disruption or violence; peaceful. An orderly environment is one in which learning can take place.*

*Disruption: An interruption of or impediment to the usual course of harmony.*

*Reasonable Force: Appropriate professional conduct including physical force as necessary to maintain a safe and orderly learning environment.*

*Safe: Preventing injury or loss of life; a safe environment is one in which persons are protected from injury or threat of injury.*

*School Personnel: Employee/individual hired by the School Board.*

B. *Conditions that may require use of reasonable force:*

*While the use of physical force may be needed at times in order to ensure a safe and orderly learning environment, alternatives to such force should be attempted, time permitting.*

*The use of reasonable force is permitted to protect students from:*

1. *conditions harmful to learning;*
2. *conditions harmful to students' mental health;*
3. *conditions harmful to students' physical health;*
4. *conditions harmful to safety;*
5. *other conditions which, in the judgment of on-site employee(s), threaten the safety and welfare of students or adults.*

C. *Guidelines for the determination of "reasonableness" of force:*
*When school personnel employ physical force in order to maintain or restore safety and/or order to a situation, determinants as to the reasonableness of such force shall include, but not be limited to:*

1. *severity of offense(s);*

2. *size and physical condition of participant(s);*
3. *patterns of behavior;*
4. *potential danger, physical and other;*
5. *availability of assistance;*
6. *other circumstances surrounding offense; and*
7. *actions taken prior to use of physical force.*

D. *Other factors:*
   1. *Reasonable force cannot be excessive or cruel or unusual in nature.*
   2. *Physical force being used should cease upon the restoration of a safe and orderly environment.*
   3. *Nothing in this policy should be construed as addressing Clay County School Board policy(ies) on corporal punishment.*
   4. *Use of these guidelines shall provide guidance to school personnel in receiving the limitations on liability specified by Florida Statutes.*

*(Ref. F.S. 1006.11; Adopted: 11/18/97; 1003.22; 1006.09)*

# Article IV: Management's Rights and Responsibilities

A. The Board expressly reserves without limitation all statutory rights, powers and authority conferred upon it and vested in it, including but not limited to inherent and common law management rights, those rights conferred in the Constitution of the State of Florida, Florida Statutes, regulations of the State Board of Education and by federal laws and regulations.

B. It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representative from raising grievances should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force.

C. The Board's failure to exercise any function or right hereby reserved to it, or it exercising any function or right in a particular way, shall not be deemed a waiver of this right to exercise such function or right, nor preclude the Board from exercising the same in some other way not in conflict with the express provisions of this Agreement.

*2023-2024 through 2025-2026 Master Contract*

# Article V: Grievance Procedure

A. Definitions

1. Grievant(s) - The term "Grievant" as used in this Article shall mean employee group of employees, or the Association.

2. Work days - The term "days" as used herein shall mean the work days as set forth in the county calendar which conform to the affected employee.

3. Grievances - Any claim by an employee, group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any section of this Agreement to which aggrieved employee is a party, may be processed as a grievance as hereinafter provided. If such a claim would affect a department(s), then such claim shall be filed as a "class" grievance.

4. Superintendent - The "Superintendent" as used in the Agreement shall mean "Superintendent or designee".

B. Class Grievance

1. If the particular grievance is a "class" grievance affecting employees in one school center or building, a committee made up of employees and administration shall be formed to discuss the problem informally. If this does not result in a satisfactory resolution, the formal grievance procedure shall be initiated at Level I with Grievant(s) in the class signing the grievance.

2. If the particular grievance is a "class" grievance affecting employees in more than one building, the grievance shall be processed directly to Level II but shall be subject to the same time limitations and other requirements as set forth for the institution of all grievances. Such a grievance must be presented no later than ten (10) work days following the informal hearing.

C. Written grievances as required herein shall contain the following:

1. Shall be signed by the Grievant;

2. Shall be specific and related to the alleged violation;

3. Shall contain a synopsis of the facts giving rise to the alleged violation;

4. Shall cite the section or subsections alleged to have been violated;

5. Shall contain the date of alleged violation;

6. Shall specify the relief requested;

Any written grievance not in accordance with the above requirements may not be acted upon until submitted in proper form.

D. **Informal Meeting**

a. The employee shall request in writing an Informal Meeting with their administrator as an attempt to resolve the alleged grievance prior to filing a formal grievance. The employee shall submit

the request for the Informal Meeting within 10 days of the proposed grievable offense. Should a resolution not be determined the employee may file a grievance following the Level 1 procedures.

b. Should the employee and administrator agree that a current discussion is considered the Informal Meeting, the written request is not required. The date of the said discussion and outcome must be documented and acknowledged by both parties.

E. All documents, communications and records dealing with the processing of a grievance will be considered confidential to the extent permitted by law and will be filed separately from the personnel files of the Grievant.

F. General Provisions

1. Any grievance which arose prior to the effective date of this Agreement shall not be processed through these procedures.

2. A grievance may be withdrawn at any level but that same grievance may not be filed a second time.

3. The filing of a grievance shall in no way interfere with the right of the Board to proceed to carry out its management responsibilities, subject to the final decision of the grievance.

4. The losing party shall pay all fees and expenses of the arbitration step in this procedure.

5. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the administration shall use its best efforts to process such grievance prior to the end of the contract year, or as soon thereafter as possible. Whenever illness or other incapacity of any necessary party prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the party can be present.

6. Any employee involved in any manner in any grievance procedure shall not be subject to any prejudicial treatment because of such participation.

7. It is the mutual intent of the Board and the Association to resolve all grievances at the earliest possible level of the grievance procedure.

8. Arbitration proceedings are to be conducted outside regular working hours unless the Board consents in writing to the contrary. When grievance meetings and arbitration proceedings are held during working hours, all employees whose presence is required shall be excused, with pay, from their normal duties.

9.

a. Any party who has filed for arbitration proceedings but who subsequently withdraws such request shall pay all fees assessed by the arbitration agency and/or arbitrator. However, if the respondent and charging party mutually agree in writing to a modification in a Level II determination subsequent to the filing of and receipt of such filing by the respondent of an arbitration request and such modification results in an immediate request by the

charging party for withdrawal of arbitration, then the fees assessed by the arbitration agency and/or the arbitrator shall be shared.

b. The arbitrator shall not have the power or authority to make any decision contrary to law or beyond his/her jurisdiction. The arbitrator shall limit his/her decision to the terms of this Agreement and shall not add to, subtract from, modify, or alter the terms of this Agreement. Rulings by the arbitrator on employee evaluation shall be limited to procedural violations and he/she shall not substitute his/her judgment for that of the administrator who made the evaluation.

10. Any attempt to file a grievance through the procedure herein may not be repeated on the same occurrence.

11. Reasonable accommodation will be made for handicapped school board employees involved in the grievance process.

G. Whenever an employee, class as herein defined, or the Association feels that there is a grievance, the immediate supervisor having authority to correct the alleged violation shall be conferred with on an informal basis no later than ten (10) working days from the occurrence of the event or events giving rise to the grievance, or no later than the expiration of the aggrieved employee's contract year, whichever comes first, in an effort to arrive at a mutually satisfactory solution to the grievance. When a solution is not mutually determined, the more formal procedure may be initiated in order to resolve the grievance. Grievances shall be conducted in private to the extent permitted by law. At any step properly initiated in the process by the aggrieved, the aggrieved may request and he/she shall have the right to be represented by any one of the following:

1. A representative of the Association.

2. A legal counsel.

3. To represent his/her own interest in person.

H. All grievances shall be through channels. All personnel shall proceed through (1) principal and/or immediate supervisor, (2) Level II designee, then (3) arbitrator.

**Level I** (immediate supervisor/principal/county-wide supervisor)

The Grievant shall submit in writing to the principal or immediate supervisor a copy of the grievance presented on the form set forth in the Appendix. Such grievance must be presented within a reasonable time, but in no event longer than ten (10) work days following the informal hearing. The principal or immediate supervisor shall have five (5) work days upon receipt of the grievance to meet with the Grievant in an effort to resolve the grievance. The principal or immediate supervisor shall indicate his/her disposition of the grievance in writing, within three (3) work days after said meeting, and shall furnish copies thereof to the Grievant, to the Association and Level II designee.

**Level II** (Superintendent or designee)

If the grievance is not resolved at Level I, the Grievant may file an appeal to the Superintendent or his designee within ten (10) work days after the employee has received the disposition of Level I. The written appeal shall be attached to the grievance form. The Superintendent or his designee, after

receipt of the appeal, shall meet and confer with the Grievant with a view to arriving at a mutually satisfactory resolution of the grievance. At the conference(s), the employee, his/her representative and the representative of the Association, if different from the employee's representative, must be present. Absence of the Association representative will not prevent the conference(s) from being held upon consent of the aggrieved person or if the Association has been given forty-eight (48) hours prior notice. Notice of the conference shall be given also to the principal or immediate supervisor who rendered the decision at Level I. The principal or immediate supervisor may be present at the conference(s) to state his/her views. The Superintendent or his designee shall conduct such a conference and communicate his decision in writing, together with the supporting reasons, to the aggrieved employee and the Association within fifteen (15) work days after receipt of the appeal. The principal or immediate supervisor who rendered the decision at Level I shall also receive a copy of the decision at the same time. Nothing herein shall prevent the grievant from petitioning the School Board for a hearing at a special session or for the Board to initiate a hearing on the grievance.

**Level III** (mediation)

Upon mutual written agreement of the parties, the grievance may be submitted to grievance mediation prior to submitting the grievance to arbitration according to the procedures outlined in Article V. When the parties agree to submit the grievance to mediation, the timelines are waived until the mediation process is concluded.

**Level IV** (arbitration)

If the Grievant is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made by the Superintendent within the period provided at Level II, or if no disposition is reached through Level III mediation, the Grievant may file within ten (10) work days, a written notice with the Superintendent or his designee that arbitration before an impartial arbitrator is being requested. A request by the Association shall be filed with the American Arbitration Association or Federal Mediation and Conciliation Service within five (5) work days after this notice has been filed with the Superintendent. The rules of the AAA or FMCS will govern the arbitration proceedings. The Board and the Association shall not be permitted to assert, in such arbitration proceedings, any ground or any evidence not previously disclosed to the other party unless mutually agreed upon. Both parties agree that the award of the arbitrator shall be final and binding. The Association shall have the option not to file for arbitration for any employee.

*2024-2025 Amendment to 2023-2024 through 2025-2026 Master Contract*

# Article VI: Employment Practices

The Association and the Board agree there shall be no discrimination or harassment of any employee on the basis of race, religion, color, sex, marital status, age, pregnancy, ethnicity, ancestry, sexual orientation, national origin or disability. Employees will be treated fairly and equitably.

## A. DEFINITIONS

For the purpose of this contract, the following definitions shall apply:

1. Benefit - Those rewards accruing to an individual as a result of this contract which are in addition to salary and worker's compensation. Such benefits are available only to employees who are contracted for six-tenths (.6) or greater of an allocated position or for six-tenths (.6) or more of each consecutive normal day for the allocated position during the contract period.

2. Work days – The term ‘days’ as used herein shall mean the work days as set forth in the county calendar which conforms to the affected employee.

3. Substitute - An individual on-call for the purpose of filling an unexpected and/or sudden absence of an employee. Substitutes are not expected to work for an extended or regular length of time. Substitutes are not a part of the bargaining unit. The District will not use a substitute or temporary employee to avoid filling an open, vacant position. Upon request, the Association shall receive a list of all substitutes or temporary employees serving in the district.

4. Contracted Employees covered by the collective bargaining agreement - An individual recommended by the Superintendent and appointed by the Board whose term of usual employment is expected to be at least the normal length of a contract year for the respective job category and which job position normally is expected to carry over into a succeeding year. This type of employee shall receive a contract and accrue and receive normal benefits.

5. Limited Contract Employee - An individual recommended by the Superintendent and appointed by the Board whose term of employment is normally more than 30 working days, but less than a full contract year. This type of employee shall receive a contract and be eligible to accrue and receive normal benefits covered by this Agreement with the exception of annual leave and extended leave and shall be informed, in writing, of such exceptions. In the case of 12-month employees should such a limited contract employee subsequently be appointed as a regular employee without a break in service in the same 12 month job category, annual leave shall accrue from date of hire as a limited contract employee.

   This type of employee may be used to:

   a. fill a position temporarily vacated due a leave of absence by a support employee, (If a contracted employee returns earlier than anticipated, the limited contract will be concluded.)

   b. fill an immediate temporary need for student safety, or

c. fill a position vacated by an annual or multi-year conditional contract employee after March 31, with the exception of School Food Service support employees.

6. Annual Contract Employee – An individual recommended by the Superintendent and appointed by the School Board whose term of employment is expected to be through the end of the contract year. This type of employee shall receive a contract, accrue leave, and receive normal benefits and protections afforded within this contract with the following stipulations.

    a. A first year employee shall serve a trial period of 90 calendar days during which time the probationary employee may be immediately released from duty by their immediate supervisor per contract language.

    b. The annual contract employee may not apply for a transfer during the 90 day trial period.

    c. The annual contract employee shall officially meet with their supervisor no less than two times to review their work performance and be given input

    d. The annual contract employee may be recommended in years 1 and 2, for another annual contract or for a third year probationary contract.

    e. A multi year contract may be recommended by the supervisor at the end of year 1 or 2.

7. A Multi-Year Conditional Contract Employee is an employee who has served satisfactorily under annual contract during a probationary period for two (2) consecutive years in the last five (5) years, broken only by a leave of absence. No cause need be shown, should such multi year conditional contract not be recommended after a two or three year probationary period or if an annual contract is not renewed.

See Table III for the definitions of contracted employees pertaining to transportation.

## B. **CONTRACTS**

1. Written Contract

    All support employees covered by the collective bargaining agreement shall be sent an electronic contract which shall set forth date of employment, place of employment, job title, and period of service. These contracts shall be issued only upon satisfaction of all employment requirements in the Division of Human Resources. No salary shall be given except when a contract has been issued as stipulated herein. A new contract shall be required only in the event of a change in title (classification/category). Any change in job category or classification during the term of the multi-year conditional contract shall not serve to alter or cause to alter such contract except when such change is made voluntarily or is made as the result of disciplinary action. Written notice shall be provided in the event of other changes in status such as location, pay (as the result of collective bargaining agreement), any change in contract length or in the number of contracted working hours.

2. Eligibility For Multi Year Conditional Contracts

    All employees covered by this contract who have served satisfactorily under annual contract during the probationary period as regular employees for two (2) consecutive years in the last five (5) years, broken only by a leave of absence, shall receive a multi-year conditional contract

with the School Board upon the recommendation of their immediate supervisor, appropriate Assistant Superintendent, if applicable, and by the Superintendent, and reappointment by the School Board. A third consecutive annual contract may be recommended by the Superintendent and approved by the School Board should a multi-year conditional contract not be recommended. No cause need be shown, should such multi-year conditional contract not be recommended after a two or three year probationary period or if an annual contract is not renewed.

3. Termination of Multi-Year Conditional Contracts

    a. Disciplinary terminations may occur at any time in accordance with the reasons and procedures set forth in Article X, Evaluation & Disciplinary Procedures. Whenever, at the Superintendent level, a recommendation of termination or leave without pay is recommended to the Board, 48 hour notice shall be given to the employee prior to such recommendation by the Superintendent to the Board, except under emergency situations.

    b. Contract Termination for Nondisciplinary Reasons - An employee contract may be nonrenewed at the close of a fiscal year due to reduction in force or terminated during a school year as the result of financial reasons in accordance with procedures outlined in this agreement. An employee who is being terminated for non-disciplinary reason shall receive written notice of such termination from the Superintendent or designee at least fifteen (15) work days before the termination date.

    c. A multi year conditional contract may be terminated for just cause, which shall include, but not be limited to misconduct; abandonment of position; conviction or commission of a felony; dishonesty; falsification of school board forms; insubordination; immorality; misappropriation or willful destruction of public property; neglect of duty; possession, consumption or sale of alcohol, illegal drugs, controlled substances or narcotics on school board property; breach of rules and regulations; and poor performance as measured by the approved district evaluation system and procedures, or incompetency.

        i. A terminated employee shall have the right, if requested in writing within fifteen (15) working days of such notice, to have a conference with the Superintendent concerning his/her termination. The Superintendent shall notify the employee in writing within seven (7) working days following the conference of his/her decision.

        ii. Within ten (10) working days of receipt of the Superintendent's decision, such employee shall have the right to request in writing a hearing before the school board. Such written requests may include the employee's election of either a single school board member appointed by the school board as hearing officer or a hearing officer assigned by the Division of Administrative Hearings of the State of Florida Department of Management Services to conduct the hearing. The school board shall grant the request for a hearing. In the event the written request for a hearing does not include the employee's election of the source of hearing officer, the school board shall appoint one of its members as hearing officer to hear the appeal, in which event the employee shall be provided notice of not less than fourteen (14) calendar days of the hearing date.

iii. The hearing officer shall submit his/her recommended order consisting of findings of fact, conclusions of law, and recommendation to the school board, the employee and the administration within fourteen (14) days of the hearing. Both parties shall have ten (10) days to submit written exceptions to the recommended order to the school board.

iv. The school board shall adopt the recommended order of the hearing officer at a meeting within fifteen (15) days of the receipt of the hearing officer's report.

Note: The foregoing shall not prevent the Superintendent from transferring an individual when he/she determines it is in the best interest of the school system.

C. **VACANCIES**

1. All vacancies to be filled during the school year will be posted electronically on the district website (www.oneclay.net). The district will assist individuals who need help accessing postings through the district website and will provide employees with specific locations available to access postings.

2. Nothing in this article shall prohibit the superintendent from filling any position on a temporary basis or in accordance with statutes, rules or regulations.

3. A principal may fill a vacancy within his school by reassigning a current assistant from one job classification, as listed in Article VII G, to another assignment within the same job classification. Such reassignment must be mutually agreed to by the principal and the employee and must be made based on the needs of the educational program and the qualifications of the employee and may not result in a change in contract length or Band/Grade.

D. **TRANSFERS**

1. An employee covered by this Agreement must submit an electronic application when seeking a transfer or reassignment to a posted vacant position. The employee must also complete a Transfer Action Form as set forth in the Appendix, and must provide his/her qualifications as part of the transfer request. The district will provide employees with assistance in completing the electronic application if requested and will provide employees with specific locations where access is available.

2. All requests for transfer shall be given due consideration. Qualified employee transfer applicants, whose qualifications and job related skills and other characteristics are equal to those of outside applicants who are under consideration, shall be provided priority for placement in job openings over outside applicants. In the event more than one (1) employee applies for transfer to a posted position, the decision to select one (1) of the employees for the position shall be based upon qualifications, conduct and past performance as measured by the district approved evaluation system and procedures, and, when all else is equal, seniority. Qualified employees who have requested proper transfer or reassignment shall be granted an interview and notified of action taken within a reasonable amount of time.

3. The foregoing shall not be construed in such a way as to prohibit the Superintendent, with the consent of the Board, from transferring employees when the Superintendent determines it is in the best interest of the school system.

4. Transfers During Trial Period: New employees may not transfer to a different position while serving within the 90 day trial period.

5. At the discretion of the receiving supervisor or Principal an employee previously non-renewed by another supervisor or Principal may apply on a standard application for any open position in the receiving worksite that they qualify for.

## E. FINGERPRINTING

All Clay County District Schools employees must be fingerprinted and background checked through the Florida Department of Law Enforcement (FDLE) and the Federal Bureau of Investigation every five years. Based on the above existing requirements, the initial and renewal cost of the fingerprint processing of current employees will be paid by the Clay County School District.

## F. ELECTRONIC MONITORING AND RECORDING

1. The Association and the Board agree that the Board has the right to know the location of its Board-owned vehicles (i.e. school buses, maintenance vehicles, and all other similar fleet vehicles). Board-owned vehicles may be monitored by GPS or similar device(s) to track the location of the vehicle and monitor use of district resources to include the vehicle and associated fuel to operate the vehicle after giving employees notice. Such notice will state that Board vehicles may be monitored by GPS or similar device(s) and will be posted in an obvious location on the vehicle and included in the employee handbook. At the beginning of each school year, CESPA will be notified of the make, model and manufacturer and type of training administrators receive in the use of said device(s). Furthermore, CESPA will be given a list of all vehicles (V Numbers) that have GPS monitoring capabilities.

2. Information obtained by or from any tracking device(s) or camera(s) installed on a Board-owned vehicle pursuant to this provision may be used by the Board for purposes of performance evaluation and/or progressive discipline.

3. The Board may install video cameras on Board property and vehicles (to exclude restrooms, classrooms, offices, and staff/faculty lounges) for purposes of security and student/employee safety. Any information obtained from such video cameras may be used by the Board for purposes of performance evaluation and/or progressive discipline cases in accordance with current guidelines for the same. Notice of the presence of video cameras is to be posted at the school or work site.

4. No disciplinary action shall be taken, nor adverse evaluation made against an employee until an investigation into the incident has been conducted.

# Article VII: Reduction in Force, Recall, and Posting Vacancies and Transfers

A. Definitions

1. Unassigned Personnel - personnel/employees who have been recommended for reappointment but whose positions are no longer allocated.

2. Uninterrupted Service - the length of continuous service with the county from the last date of hire.

3. Job Classification - the bands and grades of personnel in Table V of the Salary Schedule or in the appendix of this contract.

4. Vacancy - a board allocated position to which no employee is assigned. This may be a new position or a result of attrition (retirement, resignation or termination).

B. Reduction

In the process of allocating positions for the new school year, reductions may result. This process takes place when allocations for the new school year are approved by the School Board. (See number 6 below for reductions during a school year.)

1. The Board shall provide notice to the Association in writing in the event a reduction in force becomes necessary to reduce the number of total county-wide regular employees or total regular employees in a job category in the county or in a school or department.

2. The Board shall determine the job classifications, specific jobs, and number of employees to be affected and the district shall prepare the lists for implementation of reduction in force.

3. All limited contract employees in the affected job classifications shall be terminated before regular employees are listed as unassigned.

4. When a reduction is necessary at the end of a fiscal year, employees affected shall be identified and placed on the Unassigned List on the basis of job classification and uninterrupted length of service in the district. Employees shall be listed in accordance with their current assignment in the following order:

    a. First to be listed: volunteers from the affected job classification in the school or district department.

    b. Second to be listed: Annual Contract Employees with the least uninterrupted length of service in the district to the most senior, from the affected job classification in the school or district department.

5. Unassigned List shall be provided to the association within five (5) days following completion and no later than the date of notification of affected employees.

6. When a reduction in the allocation of employees in a specific job within a school or district department is necessary after the beginning of the school year, only employees in the specific job will be affected by the procedures in paragraph A. 4. above.

7. Should multi-year contract personnel pay be affected by the procedures in B 5. and 6. above, an equal number of annual contract personnel in the same job classification shall be identified and listed.

8. Employees on the Unassigned List will be notified in writing prior to the April 15th posting.

C. Recall

1. Unassigned Employees on the Unassigned List produced in section B above shall be permitted to apply for an In County Transfer (Phase I below). The district shall provide the association with a new Unassigned List at the end of Phase I.

2. The remaining Unassigned Employees on the Unassigned List will be Involuntary Transferred (Phase II below) and shall be placed in vacant positions in the job classification in which they were previously assigned for which they are qualified by greatest seniority in the district within the following categories:

    a. Qualified multi-year contract personnel.

    b. Qualified annual contract and bumped annual contract personnel.

D. Procedures for Posting Vacancies for the New School Year

1. All vacancies declared open for the next school year for positions shall be posted and held vacant in the following manner through the time period of reduction and recall as specified. Once a position has been posted to the vacancy list, hiring supervisors and principals shall hold timely interviews and make hiring decisions regarding the open positions.

    a. **Phase I - In County Transfers**

    The initial posting of vacancies shall be for a period of seven (7) calendar days and such posted vacancies shall be held vacant for any in-county employee, including unassigned employees identified in Section B who wish to apply to transfer to vacant positions in any job classification in which he/she is currently qualified. This shall not be construed as to provide any employment rights to the annual contract personnel identified in accordance with paragraph B.4. and 7. of this article should these personnel fail to transfer to vacant positions during this phase. NOTE: In the event a new school is scheduled to open in the next school year, vacancies at the new school shall be posted prior to the Phase I posting in section D.1.(a) and held open for a period of seven (7) days before dropping to Phase II.

    b. **Phase II- Involuntary Transfers/Return from Leave**

    After the initial seven (7) day posting, only those vacancies in the same job groupings (teacher assistants, clerical, cafeteria assistants and custodians) for which employees are unassigned and qualified shall be held vacant until these employees are assigned. Unassigned employees listed for involuntary transfers as indicated in paragraphs B. 4

and 7 shall be placed in vacant positions in jobs for which they are qualified by greatest seniority in the district within the following categories and restrictions:

i. Qualified multi contract personnel in the job classification.

ii. Qualified annual contract and bumped annual contract personnel in the job classification.

iii. Qualified multi-contract personnel in any job classification for which they are qualified.

iv. Qualified annual contract and bumped annual contract personnel in any job classification for which they are qualified. Employees will have the right to one refusal but will be placed at the bottom of the reassignment list after the second refusal. Unassigned personnel have priority for placement back in the school or work site in which they were identified, in the event a vacancy becomes available in that school or work site in the specific job in which they are qualified. Vacancies for which employees returning from an extended leave are qualified shall be held vacant until these employees are assigned. Employees returning from leave shall be placed in vacant positions for which they are qualified by greatest seniority in the district within the following categories:

a. Qualified multi contract personnel.

b. Qualified annual contract personnel.

**c. Phase III - Regular In County Transfers and Qualified New Candidates**

Vacancies remaining after the placement of unassigned personnel and personnel returning from leave shall then be posted for both qualified in-county personnel and qualified new candidates from the applicant pool.

2. Vacancies occurring after June 15 are subject to immediate fill, provided all remaining unassigned personnel have been afforded the recall opportunities defined in paragraph D.1.(b) and (c).

E. Recall of and Special Provisions for Unassigned Personnel

1. Any employee who would have been qualified for retirement during the reduction-in-force year shall be permitted to work that year in the job for which he/she is qualified so as to reach the minimum age for retirement with vested service or to acquire the minimum experience of 30 years required for retirement, or 33 years for those hired after July 1, 2011. Such retirement must be applied for within five (5) work days of the time he/she is notified that he/she is listed as unassigned. Every effort will be made by the district to place such an employee in the same pay band and grade.

2. Employees who are unassigned after the start of the next school year shall be given preference in filing temporary or part time positions for which they are qualified as they become available. Failure to accept such a position shall not affect the recall to a regular position.

3. If a vacancy occurs in a bargaining unit position after the start of the next school year, including newly created positions, previously unassigned personnel who hold proper qualifications to perform the duties of the position in question will be recalled in reverse order of the seniority listening.

4. No new employee shall be hired in an unassigned employee's job classification until all fully qualified unassigned employees from that job classification have been recalled or have declined or failed to accept recall. No unassigned annual contract employee from the previous year shall be given a priority right over current year employees identified in B.6.

5. Each unassigned employee shall notify the district Human Resources Division in writing of a telephone number and address to which a letter of recall may be sent.

6. Should a vacancy be identified in subsection 4. Above occur, a letter of recall shall be mailed to the properly qualified unassigned employee by certified mail, return receipt requested. Enclosed with the letter of recall shall be a list of positions which are vacant. Within ten (10) calendar days of the date of the mailing such a letter, the employee shall notify Human Resources Division in writing whether he/she will accept reemployment. Failure to accept recall with the required time limit automatically terminates the employee's right of recall.

7. Recall rights of unassigned employees shall terminate at the close of the regular contract year of recall, provisions of this section notwithstanding.

F. The Association and the Board agree that the Superintendent has the authority and the responsibility to make transfers, job restructuring and job assignments when he/she determines that such are required under the Americans with Disabilities Act.

G. The following jobs are defined within the protected classifications as indicated for the purpose of surplus/layoff identification and subsequent placement. Procedures for surplus/layoff described in Article VII (Reduction and Recall) shall be followed:

Protected Teacher Assistant Job Classifications

1. Child Care Aide PK, Classroom Assistant: Pre-K, Child Care Assistant

2. ISS Assistant, Classroom Assistant, Drop-Out Prevention Assistant, ESE Assistant

3. Title I Assistant

4. Computer Lab Assistant

5. VPK High School Child Care Lead Assistant

6. ESOL Classroom Assistant

# Article VIII: Working Conditions

A. Duty free lunch periods shall consist of a maximum of thirty (30) minutes for school-based personnel and a maximum of sixty (60) minutes for district-wide personnel. For non school-based employees, efforts will be made, if requested, to schedule the duty-free lunch period as near to the middle of the employees' work shifts as is operationally feasible.

B. Breaks

Employees shall be provided a comfort break during the workday. In addition to lunch, no less than two (2) formal breaks of 15 minutes shall be scheduled or notification given to the supervisor during strenuous or exhaustive work assignments. These breaks cannot be combined to increase the lunch break or to leave before the end of contracted day without the consent of the supervisor.

C.

1. Employee work hours shall not exceed thirty-seven and one-half (37.5) hours per week without overtime.
2. With forty-eight (48) hours notice or, in the case of unusual circumstances, with notice on the previous day, the beginning and ending times within a workday for workers may be altered by the supervisor/principal or, at the request of the employee with agreement from the supervisor/principal, after the appropriate district-wide administrator has been notified.
3. For a special event or to avoid disruption of student activities, the assigned work days within a calendar week may be altered for a worker by the supervisor or principal, with approval by the Superintendent or his/her designee after notification of the employee at least five (5) days in advance of the change. Such change in the work week may be only for a period of up to two (2) weeks, but may be extended after another minimum five (5) day notice. A maximum of five (5) weeks per year per employee can be modified without mutual consent. Employees working such altered work weeks shall not work a fewer number of work days within that work week and shall not work a greater number of work days within that work week without overtime pay. When selecting employees for such altered work week, the supervisor shall seek volunteers from those employees in the affected category who are qualified to do the work.
4. An employee may occasionally be required to work beyond his/her normal workday or over the weekend. If such additional work would require work beyond thirty-seven and one-half (37.5) hours weekly, the supervisor and employee may mutually agree for the employee to have a number of “comp” hours off equivalent to 1.5 times the extra time worked as long as such time off is taken within 30 days of the additional time worked. Otherwise, such additional time must be considered overtime and compensated accordingly. The supervisor shall be responsible for keeping records of each individual employee’s accumulated COMP time. Additional time worked must have prior supervisor approval.
5. When an employee is called back to work apart from his/her regular work hours, the employee shall receive a minimum of two (2) hours pay at the overtime rate of pay. The 2- hour minimum does not apply when the extra hours are continuous with the employee's regular work hours.
6. Through written mutual agreement and with advanced notice, the supervisor or principal may establish scheduled work days for an individual employee that exceed the employee's standard

work hours on one day(s) and are shorter than the employee's standard work hours on another day(s) without overtime being paid, as long as all altered days occur within the same work week and do not result in the employee's having worked more than his/her normal total work hours for a week during that week. Such flexible schedules shall not interfere with student contact time, the fairness or consistency of duties assigned and must ensure that all professional obligations are met.

D. Overtime, when necessary, shall be at the discretion of the Superintendent or his designee. Overtime shall be paid at the rate of one and one-half (1.5) times the hourly rate of pay for any hours worked in excess of thirty-seven and one-half (37.5) in any workweek. The calculation of overtime pay due an employee shall be based upon the weighted average. That is, the total compensation due the employee for all hours worked, at straight time, shall be divided by the total hours worked to determine the employee's regular rate of pay for that week. The employee shall be paid additional half time this regular rate of pay for all hours worked in excess of thirty-seven and one-half (37.5) in any work week. Only hours actually worked shall count as hours worked for purposes of computing overtime. Time off with or without pay (including, for example, holiday, sick leave, compensatory time, leave of absence) shall not count as hours worked for purposes of computing overtime.

E. Salary compensation for employees shall be in accordance with the approved salary schedule.

F. In case of an emergency or for energy conservation, the Superintendent may recommend and the School Board may approve an extension of the work day but not to exceed thirty-seven and one-half (37.5) hours per week without overtime pay.

G. Bus drivers shall not be used as chaperones or be required to share rooms with students on overnight field trips.

H. In case of the absence of a Cafeteria Assistant or an unfilled Cafeteria Assistant allocation, another Cafeteria Assistant may be given the option to substitute in the vacant position prior to a substitute being called as long as the additional work time does not result in the employee's having worked more than thirty-seven and one-half (37.5) hours during that work week. Opportunities to substitute in an unfilled position shall be offered to eligible Assistants in order of seniority. If an Assistant substitutes in an unfilled position for more than forty-five (45) consecutive work days, the Assistant shall be offered the additional work hours as part of his/her regular contracted hours.

I. Employees may be required to supervise students only when certificated personnel are readily available for assistance or when such employees have been trained in student supervision.

J. CESPA representatives will be consulted when subcontracting employee classifications is considered by the School Board or at the Superintendent's level.

K. When a shift opening occurs at a specific work site, the opening shall be filled based on seniority in the district of interested employees at that work site, unless specialized skills are needed for that particular shift. In that case the shift opening shall be filled by the most qualified employee, regardless of seniority.

L. Employees shall not be required to transport students in their private vehicles.

M. There shall be no pyramiding of overtime or paying overtime on overtime.

# Article IX: Leaves

## A. Terms

1. Leave granted by the School Board, the Superintendent or his/her designee shall be taken by the individual for the purpose for which it was requested and granted. An employee who is granted sick, extended sick, child care, maternity FMLA, illness-in-line-of-duty, or personal leave shall not accept full-time employment while on such leaves of absence. This condition may be waived by action of the Board. An employee who has been absent for 10 consecutive days or for 15 days in a 20 work day period for the same or related cause shall request the appropriate extended leave of absence in accordance with the rules set forth in this Article. For any employee eligible for FMLA, such leave must be exhausted before any other extended leave may be granted. Upon request, the employee must provide required documentation to be eligible for the appropriate extended leave. Failure to provide required documentation will result in the conclusion of the employee's contract.

2. Employees who want to return from extended leave which terminates at the close of the school year shall notify the Human Resources Division in writing by March 1 of the school year for which leave was granted. If leave was granted after March 1, this written notification of the desire to return shall be submitted with the leave request. Upon return from leave which terminates at any time during or at the end of the school year, reassignment will be based on seniority to an open position in which he or she is qualified. The School Board shall not be responsible to any employee who fails to submit such a request in writing as specified above. The Board shall not be responsible for reinstatement of an employee to any position except as otherwise provided herein.

3. A request for an extension of an approved extended leave or for a second extended leave in the same school year shall be considered by the Board on a case-by-case basis. Where, in its discretion, the Board determines such repeated leave requests by the employee are detrimental to the best interests of the students and/or district, such leave may be granted only for the remainder of the school year. It will be considered a single leave request when child care leave is requested subsequent to and consecutively taken after maternity leave, if notice is given with the maternity leave request that child care leave will be requested. The Board shall not be responsible for reinstatement of an employee to any vacant position except as otherwise provided herein.

4. "Day of leave" shall be defined in the same manner as a regular "day of work" for that job category.

5. Employees who are denied leave of any type shall be given the reason(s) and rationale for such denial when action is taken.

6. "Full-time" as used in this article shall mean a person contracted for a six-tenths (.6) or greater allocated position or for (.6) or more of each consecutive normal day during the contract period.

## B. Short Term Leaves

1. As used in this section, one day of short term leave for the purpose of accrual and use shall mean to be the equivalent in hours.

2. **Sick Leave**

Each employee employed on a full-time basis who is unable to perform his/her duty in the school because of illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of his/her own household and consequently has to be absent, shall be granted leave of absence for sickness. He/She shall be entitled to four days of sick leave at the end of the first month of employment of each contract year and shall thereafter be credited for one day of sick leave for each month of employment, which shall be credited to him/her at the end of that month and which shall not be used prior to the time it is earned and credited to him/her. Each employee shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment. If the employee terminates his/her employment and has not accrued the four sick days available to him/her, the School Board may withhold the average daily amount for the sick days utilized but unearned by the employee. Such sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave an employee may accrue except that at least one-half of this cumulative leave must be established within the district. Employees are responsible for requesting that accumulated sick leave earned in another Florida public school district be transferred to the district. Transferred sick leave from another Florida public school district will be posted on the record of the employee at the rate of one day for each day earned in the district. Effective 7-01-97, employees may begin requesting that accumulated sick leave earned while employed by another educational entity governed by the Florida Retirement System (FRS) be transferred to the district. Beginning on 7-01-97, the transferred sick leave from another FRS governed educational entity will be posted on the record of the employee at the rate of one day for each day earned in the district. Before receiving compensation for the time absent on sick leave, employees shall file an official leave form stating the day or days absent. Employees shall not be required to state reasons or nature of illness for sick leave. When an employee is out on sick leave for more than three (3) consecutive work days, sick leave may be substantiated by a physician's note if it is requested by the supervisor.

a. Sharing of Sick Leave: An employee of the District (“authorizing employee”) may authorize any other employee of the District (“recipient”) to use sick leave that has accrued to the authorizing employee, subject to the following guidelines and stipulations:

   i. A completed “Certification of Health Care Provider” (HRD 1-4194) form shall accompany any sick leave transfer request to document that such a qualifying illness has occurred.

   ii. Transferred sick leave will be available for use upon approval of a properly completed Request to Share Sick Leave (PAY 1-3321) form (along with a properly completed Certification of Health Care Provider form) and depletion of all the recipient’s leave, including annual leave, if applicable.

   iii. If the recipient is a member of a sick leave bank, he/she must use any shared sick leave days before drawing from the bank. Prior to the exhaustion of sick leave days, the employee must submit all completed Request to Share Sick Leave paperwork to Payroll to use any shared sick leave. This will prevent the employee from entering an unpaid status.

iv. Requests for transfer of leave may be submitted only for the current payroll cycle applicable to the recipient. Credit of transferred sick leave will be processed upon receipt of all required forms in complete and proper order in the Payroll Department. Requests shall not be processed retroactively. The Superintendent may intercede for an employee with extenuating circumstances.

v. The authorizing employee may authorize a minimum of one (1) day up to any number of days as long as the authorizing employee retains ten (10) sick leave days after donation pursuant to this article.

vi. The number of sick leave days donated to an employee within a single fiscal year shall be limited to the number of days remaining in that employee's standard working calendar. The same employee may receive additional donated days in subsequent fiscal years by filing additional shared sick leave requests.

vii. If there is more than one authorizing employee for a recipient, the donated sick leave days shall be used by the recipient in the order that the documentation authorizing the donation is received from the authorizing employee. If received on the same day, the documentation shall be considered received from the employee with the most years of service with the School Board first, and any other authorizing documentation received in the order of seniority of the authorizing employee.

viii. Leave donated but not used will revert to the authorizing employee. However, the Board shall not be responsible to make retroactive adjustments to retired employees who, prior to retirement, donated sick leave days that could have been used for terminal pay purposes.

ix. "Upfront" days are defined as sick leave days credited to employees before they are earned, as required in F.S. 1012.61. Such days may not be eligible for transfer until the employee has worked the required duration to earn the days.

x. Sick leave days transferred from one employee to another under this policy may not be used for personal leave.

xi. Transferred sick leave days may not be held or used for terminal leave purposes. Donated sick leave under this Article shall have no terminal value.

xii. Sick leave transferred from one employee to another will result in payment of wages/salary applicable to the recipient of the leave, and the District will not be responsible for differences in the value of sick leave transferred under this policy.

xiii. To be eligible to donate sick leave pursuant to this Article, the authorizing employee must have been employed a minimum of one full school year before the date of the authorizing employee's donation.

xiv. One sick leave day referenced in this Article shall mean the number of hours the employee is contracted to work for one day.

xv. Participation in this Sharing of Sick Leave policy shall be voluntary for the recipient and the authorizing employee.

3. **Personal Leave With Pay**

   Six (6) days leave per year may be used for the employee's personal business. Leave of this type is non-cumulative and is chargeable against accrued sick leave. An employee planning to use a personal leave day is responsible for submitting the written request on the proper form and gaining approval of his/her supervisor at least twenty-four (24) hours in advance. The employee shall suffer no loss of pay for such leave and shall not be required to give reasons except that the leave is for "Personal Reasons." If notice is not given by the employee in this manner, but the employee is absent on the requested dates, and leave is subsequently not approved, the employee shall be subject to disciplinary action. An employee is responsible for being aware of the number of leave days for which he or she is eligible. Leave of this type must be filed with the principal/county-wide supervisor and approved prior to commencement.

4. **Personal Leave Without Pay**

   An employee may be granted leave days without pay for personal business when extenuating circumstances dictate. This leave may be granted to an employee only when he/she cannot otherwise schedule his/her business outside of normal working hours. A reason must be stated with the request. Personal leave without pay shall be submitted to the supervisor/principal at least three (3) days prior to the requested date of leave. The supervisor/principal shall review the leave request for approval on a case by case consideration. Any employee who is absent without authorization may be disciplined after consideration of the facts and in accordance with disciplinary procedures adopted by the Board.

5. **Emergency Leave**

   a. Definition

      Emergency leave shall be defined as leave taken for a sudden unexpected happening; an unforeseen occurrence or condition;

   b. Emergency Leave With Pay

      One leave day counted against sick leave may be granted for emergency purposes. Leave of this type must be certified in writing on the appropriate form through channels for approval by the Superintendent or designee.

   c. Emergency Leave Without Pay

      Leave days for emergency purposes may be granted without pay. Leave of this type must be certified in writing on the appropriate form through channels for approval by the Superintendent or designee.

   d. Volunteer EMT personnel who are reimbursed for their services shall be permitted emergency leave without pay when arriving late to work due to being called to make emergency runs for life-threatening circumstances under the conditions set forth in this paragraph. When such late arrival is apparent it shall be the responsibility of this employee to call his/her supervisor in advance of the starting time of his/her School Board job. This EMT volunteer shall provide documentation to his/her supervisor substantiating that he/she is an EMT volunteer. If the conditions set forth above are not met, such EMT volunteers shall be subject to disciplinary measures by the School Board.

6. **Days Immediately Preceding or Following a Student Holiday**

   An employee requesting a personal day for a work-day immediately preceding or following a designated student holiday, as listed in the Board approved Student Calendar, must receive prior approval using the appropriate form at least twenty-four (24) hours in advance from their administrator. The administrator may deny a personal day request during this period to ensure the continued safe and normal functions of a school day. The administrator will make all reasonable efforts to ensure the approval of such requests are fairly distributed among the employees' requests.

   Once 10% of school/district staff or bus drivers have requested leave, via submission of a leave form for a day immediately preceding or following a designated school holiday, the administrator may request the sick leave to be substantiated by a physician's note. Administrators will notify staff upon reaching the 10% threshold. Failure to provide such documentation within a week of the request, will lead to forfeiture of the employee's pay for the day(s) in question, resulting in unpaid leave.

7. **Court Leaves**

   Leave with pay shall be granted to any employee when called for jury duty or subpoenaed as a witness, or when a written notice to appear in court is received. A copy of the court order or subpoena shall be attached to this request and the request must be approved prior to the leave.

8. **Illness-in-the-Line-of-Duty Leave**

   a. An employee shall be entitled to Illness-in-the-line-of-duty leave (ILOD) when he/she has to be absent from his/her duties because of a reported and verified Workers Compensation related injury (from any contagious or infectious disease contracted in school work) and the restrictions imposed by the SBCC approved medical provider prohibit employee from working a light duty assignment (if available and offer is made). ILOD request should be submitted by an employee to his/her Administrator within five (5) working days of returning to work (or sooner if able).

   b. The use of ILOD leave shall result in no reduction of the employee's accumulated sick leave. Such leave shall be authorized for a total not to exceed ten (10) work days during a fiscal year for illness contracted or injury incurred from such cause as described above.

   c. The Board shall not be liable for any difference in compensation between Workers Compensation payments and the employee's normal daily rate of pay.

   d. Should the injury/illness be compensable under the Workers Compensation Law and should such convalescent period exceed the authorized ILOD leave, the employee would be eligible for state approved Workers Compensation benefit.

9. **Temporary Duty Elsewhere**

   When an employee is rendering service in the performance of his/her contractual duties while away from his/her usually assigned responsibilities, he/she must apply for temporary duty elsewhere. Employees on TDE shall receive their regular pay and may be allowed expenses when authorized.

10. **Military Leave**

When their obligation to the United States Armed Services makes unavoidable their failing to meet contractual duties, all members of the bargaining unit will be granted military leave in accordance with the law. Requests for such leave must be submitted in writing with a copy of the orders attached to such request.

11. **Professional Leave**

Professional Leave days with pay may be granted to employees when properly requested and approved by the Superintendent or his designee for the purpose of attending and/or participating in professional meetings or conferences that are job related.

**12. Completion of Leave Form**

Leave as outlined in this Section (B) must be applied for on the authorized forms with attachments if required and submitted to the immediate supervisor. The completed forms must be submitted to the supervisor by the end of the first day the employee returns to duty in the case of sick, emergency, or illness-in-the-line-of-duty leave. The administration shall provide this form upon the employee's return. Otherwise the forms must be submitted in advance in accordance with the provisions of this Section (B).

## C. FMLA Leave

1. Leave pursuant to the Family and Medical Leave Act (FMLA Leave) must be authorized and approved by the Superintendent or his/her designee. The request, with required documentation, must be submitted at least thirty days before the date on which the leave is to begin, or, if the need for leave is not sufficiently foreseeable, as soon as possible. The employee shall schedule any planned leave so as to not unduly disrupt the operations and educational mission of the School Board. FMLA leave will begin on the first work day on which the employee is absent as a result of the emergency or other situation requiring the leave. Upon expiration of FMLA leave, a returning employee will be returned to the same or an equivalent position as defined in the Family and Medical Leave Act. For leave due to the employee's illness, a current Work Restriction Evaluation form (see the Appendix) within two weeks prior to return to work date from the physician verifying the employee's ability to perform job responsibilities must be on file with Human Resources prior to reemployment.

2. Employees with at least twelve (12) months of service, who have worked 1,250 hours or more prior to the start of FMLA leave (“qualified employees”), will be granted leave without pay for incapacity due to pregnancy, prenatal medical care, childbirth, care of the employee’s child after birth, adoption of a child (including foster care placement), or a serious health condition of the employee or to provide necessary care for a member of his/her immediate family (spouse, child, parent), due to a serious health condition. Such leave will be granted for up to a maximum of twelve (12) weeks in a twelve (12) month period. The amount of leave available for an eligible employee is calculated by using a "rolling" twelve month period measured backward from the date an employee uses any such leave. However, for counting the 26 weeks of military caregiver leave, the District will measure the single 12-month period by looking forward from the date an employee’s leave to care for the covered service member begins. Leave for birth or adoption of a child must be taken within twelve (12) months of the birth, adoption, or placement for foster care. If both parents are district employees, such employees are permitted to take only

a combined total of twelve (12) weeks of leave in a twelve month period for such birth, adoption, or placement for foster care.

3. At the employee's option, earned sick leave days or earned annual leave days may be used during FMLA leave to care for a sick family member or because of the employee's own illness, including any period of disability due to pregnancy. Pay shall not be rendered for any period of time beyond the number of sick leave and annual leave days on record.

4. Intermittent FMLA leave or a reduced leave schedule may be granted because of the serious health condition of the employee or the employee's immediate family (spouse, child, parent), within the maximum twelve (12) week leave period. In addition, intermittent leave or a reduced leave schedule may be granted to a qualified employee to care for a covered service member with a serious injury or illness with the maximum 26 week leave period. The appropriate documentation providing the medical necessity for and dates and duration of the leave must be provided. Employees needing intermittent FMLA leave or leave on a reduced leave schedule must attempt to schedule their leave so as not to disrupt operations of the School Board. In addition, the School Board may assign an employee to an alternative position with equivalent pay and benefits that the Board determines will better accommodate the employee's intermittent or reduced leave schedule.

5. The Board will maintain coverage under its group health plan for any employee granted FMLA leave. The employee's portion of the health insurance premium shall be deducted from any pay received by the employee during FMLA leave. During unpaid leave, the employee may continue group health plan coverage by arranging payment of the employee's share of the premium. If the employee does not return from FMLA leave as scheduled, the Board may recover premiums for maintaining group health coverage paid during the leave, unless the employee's failure to return to work was due to medical or other circumstances beyond the control of the employee. Any premiums due the District will be deducted from any payment of terminal leave.

6. Qualified employees with a spouse, son, daughter or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their twelve (12) week leave entitlement to address certain qualifying exigencies. An employee may not take exigency leave if the service member is a member of the Regular Armed Forces. Qualifying exigency leave is available for short-notice deployment (up to 7 days leave available when the service member receives 7 days or less notice of a call to active duty), military events and activities, arranging for alternative childcare and school activities (but not normal ongoing childcare), addressing certain financial and legal arrangements, attending certain counseling sessions, rest and recuperation (up to 5 days leave permitted when the service member is on temporary rest and recuperation leave), attending post-deployment activities, and additional activities which may arise out of active duty (provided that the District and the employee agree on the timing and duration of leave for these additional activities). The District will require each employee to provide a copy of the service member’s active duty orders the first time the employee requests exigency leave.

7. Military Caregiver Leave. A spouse, son, daughter, parent, or next of kin who is a qualified employee can take up to 26 work weeks of FMLA leave during a single twelve (12) month period without pay to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty that may render the service member medically unfit to perform his or her duties for which the service

member is undergoing medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list, for a serious injury or illness.

## D. Extended Leaves

1. When FMLA leave expires, and extended leave beyond twelve (12) weeks (or twenty-six (26) weeks for Military Caregiver Leave) is needed, or if the employee is not eligible for FMLA leave, leave of this type may be requested and must be authorized and approved as stipulated below. The request with required documentation must be on file with Human Resources and approved prior to the effective date of the leave and must be in accordance with the provisions of this Article. Upon return from extended leave, reassignment will be based on seniority and only to an available position in which he/she is qualified. No person shall be granted extended leave for a period longer than two (2) consecutive years.

### 2. Extended Sick Leave

An extended leave of absence for reasons of personal illness or illness of father, mother, husband, wife, or child may be granted to an employee for up to one (1) year of disability if verified by a physician or in accordance with this Article. Earned sick leave days or earned annual leave days may be used for this purpose but pay shall not be rendered for any period of time beyond the number of earned sick leave and annual leave days on record. Sick leave days which have been granted in accordance with the rules of the Sick Leave Bank may be used for this purpose if such leave is granted solely for personal illness; however, pay shall not be rendered for any period of time beyond the number of sick leave days granted by the Sick Leave Bank. Extended sick leave shall be granted only for the period of time of physical disability verified by the physician, must be approved by the Superintendent or his/her designee, and a current Work Restriction Evaluation form (see the Appendix) from the physician verifying the employee's ability to perform job responsibilities must be on file with Human Resources prior to re-employment. Additional leave may be approved on a case by case basis as a reasonable accommodation for employees with disabilities.

### 3. Maternity Leave

Leave may be granted to an employee for pregnancy during a period of time from nine (9) months prior to the due date and two (2) months after delivery, or for a period of time verified by a physician as a period of disability as a result of such pregnancy. A physician's statement shall accompany such a request and must verify the dates requested. The request must be approved by the Superintendent or his/her designee. Earned sick leave or earned annual leave may be used during any portion of this leave during which the physician verifies in writing that the employee is disabled, otherwise maternity leave shall be without pay.

### 4. Child Care Leave

Leave without pay may be granted to any employee for the purpose of the care of a dependent child under the age of two living in the same household. If the dependent child in the same household is over the age of two, an accompanying statement from a physician verifying the need for the employee to care for the child must accompany the request. This leave shall be granted only for the period of time verified by the physician and must be approved by the Superintendent or his/her designee.

5. **Military Leave**

   a. Any employee serving in the uniformed service as defined under the Uniformed Services Employment and Reemployment Rights Act shall be granted extended leave without pay, by the Superintendent or his/her designee, for such service up to a cumulative maximum of five (5) years. This may be extended at the request or for the convenience of the federal government, or upon authorization of the President of the United States. An employee returning from such leave shall be returned to employment, without prejudice, provided the employee was not released from military service under dishonorable or other punitive conditions and application for re-employment is filed in accordance with the requirements of federal law. The school district shall employ the employee returning from such leave within the timeframe prescribed by federal law. Such employee shall be returned to his/her former position or to a similar position satisfactory to the employee and for which he/she is fully qualified.

   b. Employees who are members of the National Guard or Reserves who are called to active military service shall be granted extended leave by the Superintendent or his/her designee. Such leave shall be with full pay and benefits for the first thirty (30) calendar days. An employee returning from such leave who reapplies to be re-employed in accordance with law, shall be returned to employment without prejudice according to the provisions set forth in law.

6. **Extended Personal Leave**

   There are conditions which make it reasonable for an employee to be temporarily excused from his/her contractual obligations for personal reasons. Extended personal leave may be granted for a maximum of one year and must be only for the health and welfare of the employee or members of his/her immediate family. Extended personal leave shall not be granted for more than two (2) consecutive years. Leave for this purpose must be supported by appropriate documentation and the request must be on file with Human Resources and approved by the Superintendent or his/her designee, prior to the effective date of leave.

7. **Extended Professional Leave**

   A leave of absence for professional improvement, without salary, may be granted for any employee, upon application, for up to two (2) years, with a confirmation letter of intention to use the second year filed with Human Resources by March 1, for the purpose of the following:

   a. Engaging in study at an accredited university in an area deemed beneficial to the school system by the Superintendent.

   b. Full-time participation in the federally sponsored Peace Corps or Job Corps.

   c. Engaging in a study or an activity deemed beneficial to the school system and approved by the Superintendent or his/her designee.

      Applications shall be forwarded to the Superintendent for final approval.

      Application for such leave shall be submitted to the Superintendent not later than sixty (60) days prior to the start of the date when the leave is to commence.

Application for reemployment should be filed at least six (6) months prior to the end of leave. Upon return from such leave the employee shall be returned to a position which is vacant at the time of return and for which he/she is qualified.

8. **Fitness for Duty/Medical Examination**

   a. If the Superintendent has a reasonable belief based upon objective evidence to indicate that an employee's ability to perform the essential job functions will be impaired by a medical condition or that an employee will pose a direct threat due to a medical condition, the Superintendent may require the employee to submit to a physical, medical or psychiatric examination or other laboratory tests to determine the employee's fitness to perform the essential functions of the employee's position.

   b. Any examination performed under this Article will be performed by a medical physician, psychologist, or psychiatrist or laboratory testing facility (where testing for substance abuse) selected by the employee from a list of at least three (3) physicians, psychologists, or psychiatrists, or two to five laboratory testing facilities (where applicable) recommended by the district. A copy of the list of laboratory facilities will be provided by the Superintendent to the Clay Educational Staff Professional Association annually and updated accordingly. A Fitness for Duty Certification form shall be submitted by the examining physician, psychologists, or psychiatrist or laboratory facility to the Superintendent and to the employee. Otherwise, the Fitness for Duty Certification form will remain confidential. Where the Superintendent receives a medical report that the employee is infected with or is a carrier of a contagious disease, a medical examination by a public health physician may be required.

   c. If the employee disagrees with medical examination results other than substance abuse tests, the employee may, within five (5) working days of receiving the results of the examination, provide the Superintendent with medical or psychiatric verification from the employee's own physician, psychologist or psychiatrist. In the case of substance abuse tests, the employee may, on the same day of the required test, submit to the same substance abuse test at an approved laboratory testing facility of the employee's own choosing. This second report must be received by the Division of Human Resources within three (3) days of the test and must be accompanied by sufficient information, including chain of custody documentation, for interpretation by the administration. The Superintendent will reserve the right to interpret the results of the test. An employee may not be reimbursed for the expense of any medical, psychological or psychiatric examination, or testing conducted by the employee's own physician, psychologist, or psychiatrist, or laboratory testing facility.

   d. If the employee's own doctor offers an opinion inconsistent with the report of the district's medical professional, a third opinion shall be obtained by a medical physician, psychologist, or psychiatrist selected by the employee from a list of three (3) physicians, psychologists or psychiatrists. The decision of the third physician, psychologist or psychiatrist as reflected in the written Fitness for Duty Certification shall be considered the controlling decision.

   e. The district will be responsible for all expenses incurred from any district-required medical, psychologist, or psychiatric examination performed by a physician or psychiatrist from the district's recommended list.

f. If the information revealed by the medical examination(s) indicates that the employee cannot safely and satisfactorily perform the essential functions of the employee's position, with or without a reasonable accommodation, the Superintendent shall:

i. Determine whether another position is available for which the employee would be qualified and in which the employee can safely and satisfactorily perform the essential functions of the position. If so, the Superintendent shall offer the employee an opportunity to accept a transfer to such position.

ii. If no such transfer is available or if the employee declines an offered transfer, and if no reasonable means of accommodation is available, the Superintendent shall file a recommendation with the School Board recommending that the employee be placed on compulsory Extended Sick Leave.

iii. An Employee Assistance Program shall be considered prior to f.(2).

iv. Nothing in this Article shall prevent the district from taking disciplinary action in accordance with Article X of this Agreement.

g. Should the employee's physical or mental condition improve during the term of the employee's compulsory Extended Sick Leave to the extent that the employee can safely perform the essential functions of the position, so certified by the employee's own attending physician, psychologist or psychiatrist, the employee may petition the Superintendent for reinstatement. At this time, the employee will submit to additional examinations under the procedures described in this Article. Based upon the results of the medical examinations, the Superintendent shall file a written recommendation on the petition for reinstatement with the School Board with regard to reinstatement or denial of reinstatement. Should an employee's petition for reinstatement be approved, the reinstatement and reassignment shall be determined in accordance with this Article.

**9. <u>Bereavement Leave</u>**

Employees will be granted five (5) days of bereavement leave due to the death of a spouse, child or stillbirth; three (3) days in the death of a mother, father, immediate brother or sister, immediate grandparent, grandchild, or miscarriage; one (1) day in the death of the spouse's immediate parent, brother-in-law, sister-in-law, or immediate aunt, uncle, niece or nephew. Bereavement leave is of special nature and may not be deferred or converted to any other purpose and will not be deducted from earned leave. It is not charged against any other leave account. The employee will not be paid for days not scheduled to work. A published obituary, death certificate, or official funeral program, or doctor's note for miscarriage or stillbirth, will be required for documentation.

**10. <u>Domestic Violence Leave</u>**

Effective July 1, 2007, any employee who has been employed for at least three (3) months, and who has used all of his/her regular leave (zero balance) shall be granted up to three (3) days of leave per contract year due to domestic violence, which may be used to address matters including seeking an injunction for protection; obtaining medical care or mental health counseling for themselves or for a family household member to address physical or psychological injuries arising from domestic violence; obtaining services from a victim - services organization such as a domestic violence shelter or rape crisis center as a result of an act of domestic violence; making an employee's home secure from a perpetrator of domestic violence

or seeking alternate housing; or seeking legal assistance or attending or preparing for court related proceedings regarding acts of domestic violence. Domestic violence leave is of special nature and may not be deferred or converted to any other purpose. It shall not be charged against any other leave account. Application for domestic violence leave shall be made to the Superintendent and shall be granted by the Superintendent or his/her designee. Except in cases of imminent danger to the health and safety of the employee or a family or household member, employees seeking such leave under this provision shall, at the time of making a request, provide advance notice of the need for sick leave and provide documentation about the domestic violence circumstances. Details about the situation may be requested by the Superintendent and may include a request for appropriate documentation, including, but not limited to, police reports, court injunctions/documents and proof of legal counsel in relation to such documents. Leave may be with or without pay at the discretion of the Board.

**E. <u>Reimbursement for Travel</u>**

Travel reimbursement including in-county, out-of-county, per diem, and expenses shall be reimbursed at the normal rate established by the Board and must be authorized and approved by the Superintendent prior to the incurrence. Reimbursement procedures and rules as established in current School Board Rules shall be followed.

**F. <u>Annual Leave</u>**

1. Regular employees who are employed for twelve (12) months shall earn and accumulate vacation leave days from the first day of such employment with pay at the rate of:

    a. One (1) day per month of employment for employees with less than five (5) continuous years of employment with Clay County or other Florida county school system.

    b. One and one/fourth (1¼) days per month of employment for employees with more than five (5) continuous years but less than ten (10) continuous years of employment with Clay County or other Florida county school system.

    c. One and one-half (1 ½) days per month of employment for employees with more than ten (10) continuous years of employment with Clay County or other Florida county school system. In determining continuous years of service, full-time continuous service rendered in a nine-month, ten-month, and twelve-month contractual position shall be considered as continuous service.

2. Up to four (4) days of annual leave may be granted in addition to the days earned in subparagraph 1 above for use only during the Christmas holidays or the first four (4) work days in January as directed by the Superintendent.

3. All vacation leave days on record in excess of thirty four (34) shall be voided on each employee's record at the end of each fiscal year.

4. Procedure for Granting Vacation Leaves

    Normally one-half (1/2) year of successful continuous service shall be required before any vacation leave may be granted by the Superintendent or his county office designee and taken by the employee. Accrued vacation leave must be applied for and taken at the time of separation from active employment, except as provided under subparagraph a, below.

Employees may be required to take vacation leave during the Christmas holidays or as directed by the Superintendent.

a. Deferred Retirement Option Program (DROP) enrollees may elect to apply for and receive either full or partial vacation leave lump sum payoffs at the time of DROP enrollment. Those electing this option will continue to accrue vacation leave during DROP participation at the accrual rate they had attained prior to DROP enrollment, and may apply for and receive a second lump sum payoff at the time of DROP termination, provided that the total vacation leave paid off with both lump sums does not exceed the maximum of accrued vacation leave permissible by the provisions of this Article.

b. Effective March 17, 2000, an employee who elects to enter DROP and who elects to receive a lump-sum payment for accrued annual leave upon beginning DROP participation shall have said lump-sum payment deposited into the Board-approved 401(a) Qualified Retirement Plan, subject to annual contribution limits. An employee who receives a lump-sum payment of accrued annual leave upon termination of DROP and termination of employment shall deposit said lump-sum payment into a Board approved 401(a) Qualified Retirement Plan subject to annual contribution limits.

c. Effective March 17, 2000, an employee who terminates employment through regular FRS retirement shall deposit 100% of his/her terminal sick and annual leave payments into a Board-approved 401(a) Qualified Retirement Plan subject to the limits established by the Internal Revenue Service. Such deposit shall be made at the time of retirement in keeping with procedures and timelines established by Business Affairs.

5. No more than ten (10) continuous days or thirty-four (34) total days of earned annual leave may be taken by an employee except when approved at the discretion of the Superintendent.

*2024-2025 Amendment to 2023-2024 through 2025-2026 Master Contract*

# Article X: Evaluation and Disciplinary Procedures

The Superintendent shall appoint a committee to meet annually, as needed consisting of three (3) representatives selected by the Association President and three (3) representatives and a Chairperson selected by the Superintendent to review evaluation and disciplinary procedures and to recommend changes as deemed necessary by the committee.

**Evaluations**:

A. Support staff, who are employed in regular contracted positions, shall be evaluated annually by supervisory personnel. The purpose of the evaluation shall be to document the performance of the employee. No employee shall be reappointed who has been found below standard in the final evaluation.

B. An evaluation conference is an individual meeting between the employee and supervisor, whereby instructions and expectations may be discussed and employee questions may be answered. Such meeting will be provided privately if requested.

C. Principals/administrators/supervisors are ultimately responsible for the evaluations of all support personnel assigned to their cost center. District office supervisors shall evaluate employees that they supervise. If the result of an evaluation will be less than satisfactory, the principal/ administrator/supervisor having the authority to make employment decisions and recommendations shall conduct the evaluation, and the evaluation conference.

D. The supervisor/principal/administrator shall conduct a pre-evaluation conference with his/her support employees during the first six (6) weeks of the contract year or the first six (6) weeks of the employment of newly employed support personnel. During this pre-evaluation conference, the supervisor/principal/administrator shall explain the criteria and the procedure to be used to evaluate the employee.

E. There shall be at least one formal evaluation conference with the employee as part of the evaluation process used for feedback, recommendations, and discussion regarding work performance as part of the complete evaluation process, in addition to the pre-evaluation conference.

F. If a deficiency is identified, the evaluating supervisor shall bring the deficiency to the attention of the employee in an effort to recommend corrective action. If the deficiency continues, the supervisor/principal/administrator shall provide assistance in the form of a Professional Improvement Plan (PIP), to the employee so that the employee will have the opportunity to make needed improvement in his/her performance or attitude. If an employee is at risk for non reappointment or non renewal of their contract at the close of the contract year, they shall be informed in writing of such no later than during the final evaluation conference of the same contract year.

G. Within one week of the evaluation, a post-evaluation conference shall be held by the supervisor/principal/administrator with the employee for the purpose of discussing employee performance and the criteria marked in each category. A copy of the signed evaluation shall be provided to the employee, upon request, at the evaluation conference. The employee may respond in writing if he/she disagrees with the evaluation at any time up to the close of the contract year. The

written response shall be electronically appended to the evaluation documents and made part of the employee's employment file.

H. The evaluation form shall be completed and maintained electronically.

I. The employee may appeal an evaluation within two (2) weeks following the evaluation conference if the employee can show cause why he/she has reason to believe the evaluation is an inaccurate assessment of his/her performance or attitude. The Assistant Superintendent for Human Resources, with input from the CESPA representative, if applicable, shall make a determination whether or not such appeal has merit, and, if so, forthwith conduct a hearing on the matter.

J. All evaluations shall be completed prior to making recommendations for reappointments. All employees must be notified by May 1st in writing of the intent of non-reappointment for the following year. These employees must have been notified prior to March 31st in writing of a deficiency.

**Discipline**:

A. Employees shall be subject to discipline, including suspension and dismissal, only for just cause. When determined that an investigation is warranted, the employee shall be notified before the formal investigation begins.

B. Discipline shall be applied progressively, considering both the severity of incidence as outlined within School Board Policy, and the discipline records of the individual employee.

C. Progressive discipline for repeated infractions of a similar nature may include, but is not limited to, informal discussion, oral warning, written directive, written reprimand, suspension with pay / without pay, or termination of employment. The time frame since the last discipline incident of the employee shall be considered when making a discipline determination.

D. An employee shall not be disciplined as a result of an anonymous complaint without an investigation occurring.

E. Employees shall be notified of their right to union representation and the alleged misconduct prior to any meeting that may result in disciplinary action against the employee.

# Article XI: Insurance

A. The Board agrees to pay (see the Appendix) per pay period, during each pay period when premiums are deducted from employees' pay, toward the premiums for coverage for comprehensive hospital - surgical - major medical insurance, and 100% of the group life insurance policy, up to a maximum of $32.20 per year, for each full time employee contracted in at least a six tenths (.6) allocated position or for six-tenths (.6) or more of each consecutive normal day for 60 days or more or for the balance of the school year. Any increase in the School Board's contribution to the insurance premium shall be effective only upon ratification of the contract. If a contract, with new premium contribution amounts, is not ratified by September 15th of each year, the previous year's School Board contribution rate will be considered the status quo until a new contract is ratified by both parties.

B. Policies shall include benefits in accordance with the terms and conditions as set forth in the master insurance policies as provided by the Board.

C.

1. An insurance committee shall be formed which will include equal representation from each certified employee association. This committee will meet at least monthly during the school year unless voted upon by the committee as unwarranted. The committee shall select the chairperson of the Insurance Committee from among its membership. Decisions of the committee shall be made by consensus. If consensus cannot be reached a majority vote of the membership will make the decision. Members are allowed to vote by signed proxy for another member of the committee. The chairperson will be empowered to vote only upon a tie vote.

2. The Insurance Committee shall review and recommend actions with regard but not limited to:

    - Bids
    - Specifications
    - Recommendation on invitation to bid
    - Bid tabulations
    - Monthly Insurance Experience Rating Reports

3. Other health related employee programs may be studied by this committee. Such health related employee benefits may include such health related coverage as may be necessary for portions of the employee assistance program, if established, which may require such coverage. Additional health related employee benefits recommended by this committee shall be at no cost to the Board unless otherwise negotiated. The purpose of this committee shall be to make recommendations to the School Board and the Association bargaining teams on matters pertaining to insurance as covered in this article.

4. The Board does not relinquish or delegate any authority or responsibility as mandated by laws pertaining to bidding or employee group insurance or health related programs.

D. The Board shall take steps to offer to each employee the opportunity to participate voluntarily in a 125K federally approved policy of deducting Federal taxes from paycheck after money for insurance and other deductions have been removed.

E. An Employee Assistance Program, when funded by the Board, will be provided for all support employees with the following provisions:

1. To assure employee confidentiality, the Employee Assistance Program will be managed by someone who is not an employee of the Clay County School Board.

2. Costs of fitness for duty evaluations will be paid by the employer.

3. Other costs incurred by voluntary participation will be the responsibility of the individual and may be covered by existing insurance policies.

*2023-2024 through 2025-2026 Master Contract*

# Article XII: Physical Exams

A. Physical Examinations

Physical examinations shall be administered for school bus drivers and other employee classifications as required by law. Such examinations shall be at the expense of the school board but shall not be obtained by the employee during work hours. The examination shall be performed by physician(s) approved by the School Board. The Board shall determine the extent of the examination where not specified by law. The District will continue to solicit proposals from physicians so as to provide to the extent feasible convenient locations of designated physicians under this Article.

B. Drug and Alcohol Testing

1. Employees who are covered under the Federal Regulations known as The Omnibus Transportation Employee Testing Act of 1991 (OTETA) shall be subject to drug and alcohol testing as required by that Act and school board policy.

    a. Testing for drugs shall be conducted randomly at a minimum rate of 50% of the covered employee group annually. Testing for alcohol shall be conducted randomly at a minimum rate of 25% of the covered employee group annually. The list of randomly selected employees to be tested shall be generated by the vendor contracted for the Drug and Alcohol Testing program.

    b. Employees in this group will also be subject to post-accident testing. testing of at-fault incidents resulting in estimated damage of $100 or more, reasonable suspicion testing, return-to-duty testing and follow-up testing in accordance with OTETA and/or school board policy.

2. Employees not covered by OTETA but who hold a position which requires a valid driver's license shall be subject to random drug testing at an annual minimum rate of 50% of the covered employee group. The method used to generate the list of randomly selected employees and all other aspects of the drug testing for this group of employees shall be the same as for OTETA covered employees. Specifically, this shall require that Federal standards be met with regard to specimen collection and handling, testing procedures, the use of a Medical Review Officer (MRO) to review all test results, and reporting procedures.

# Article XIII: Holidays

A. The annual contract year for all support personnel shall consist of no more than the number of contracted days indicated in Tables IIB, IIC, and V.

B. The Board agrees to provide six (6) paid holidays to employees who are contracted to work nine (9) and ten (10) month contracts which range from 183, 185, 186, 188 and 196 days respectively. The Board agrees to provide seven (7) paid holidays to employees who are contracted to work eleven (11) month contracts. (216 days). The Board agrees to provide nine (9) paid holidays to employees who are contracted to work twelve (12) month contracts. (260 days).

The Board agrees to designate the following paid holidays for employees, with the understanding that no employee shall exceed the number of contracted days. When a paid holiday falls on a non-working day, the holiday shall be observed in accordance with federal guidelines and the district approved student/employee work calendar. The established holidays are as follows:

**9 - 10 - 11 and 12 - Month Employees**

1. Labor Day
2. Veteran's Day (Observed)
3. Thanksgiving Day
4. Christmas Day (Observed)
5. New Year's Day (Observed)
6. Martin Luther King Day

**11- and 12 - Month Employees Only**

7. Good Friday

**12 - Month Employees Only**

8. Memorial Day
9. Independence Day (Observed)

C. CESPA shall have representation on the Calendar Committee to recommend paid holiday dates. Such calendars shall continually be established one year in advance.

D. The Board has the statutory authority to establish the school calendar and shall consider the final recommendations from the Superintendent.

# Article XIV: Tool Allowance/Uniforms

A. The Board shall furnish all tools and tool boxes (where applicable) and replace all lost tools, with the condition that loss is valid as determined by the supervisors.

B. The Board shall furnish, and the employee shall wear any personal protective equipment, such as steel toe safety shoes for maintenance workers, transportation mechanics, and custodial staff in charge of maintaining the grounds, non-slip shoes for cafeteria staff and other custodial staff, as well as, hard hats as required. Once during the contracted year shoes shall be eligible for replacement when worn beyond serviceability. There is a $125.00 yearly maximum stipend for steel toe/safety shoes and a $62.50 yearly maximum stipend for nonslip shoes. In cases of extreme wear or medical necessity additional shoes shall be provided by the District. If uniforms, with joint committee input of CESPA members and administrators, are provided by the Board they will be worn by the employee.

C. All materials furnished under this article shall remain the property of the School Board and shall be turned in when personnel are no longer employed by the School Board. If, at the time of separation from employment, an employee fails to turn in any materials furnished under this Article, the Superintendent may authorize the deduction of reimbursement to the Board for replacement of such materials from paycheck(s) due to the employee. If an employee concludes their employment before the end of their contract, the board has the option of deducting the shoe stipend from their final paycheck.

*2024-2025 Amendment to 2023-2024 through 2025-2026 Master Contract*

# Article XV: Inservice

A. The Superintendent or his designee has the right to require employees to attend inservice training, professional development and meetings during working hours on a school-wide, county-wide, or individual basis as long as it is relevant to the individual's working assignment, meets identified needs of the employee, provides for department-wide or county-wide needs and/or is appropriate for the individual. The content of such is to be determined by officials acting through and for the Board.

B. Every effort will be made to provide required inservice training during contract hours when possible.

C. Review and approval of all training activities to be included in the inservice program for all support shall be reviewed annually by the Professional Development Advisory Council via the Support Employee sub- committee. The Association will appoint four (4) members to serve on the council and sub-committee. The sub-committee will be charged with the responsibility of identifying training needs, reviewing the content, evaluation method, time required, and contribution to increased job proficiency of each training activity presented. The sub-committee will make recommendations to the Council. Proposals for release time and/or reimbursement for expenses will be considered by the Council and may be initiated by the Administration or, with Administration approval, by the Professional Development Advisory Council. Approval of inservice activities and of delivery of inservice training by the school system, the granting of professional leave, and expense reimbursement for employee participation will be subject to budget constraints and priorities and to administrative discretion. Any incentive pay based on training or inservice programs will be subject to collective bargaining.

D. To encourage a more qualified skilled workforce, employees shall be eligible to participate in district offered inservice/professional development opportunities directly related to their current job.

    1. Professional development classes shall be offered county wide and employees may select to attend district offered training with supervisor approval.

    2. Employees who wish to participate in training opportunities outside of their job family shall be offered space in those trainings when space is available and with supervisor approval.

E. Compensation for inservice, professional development and mandatory meetings shall be as follows:

    1. When it is a mandatory requirement that an employee attend and it is during contracted hours, employees shall be compensated at the regular rate of pay. Overtime rates shall apply as applicable.

    2. If a non mandatory training, inservice, or professional development class is offered only during an employee's normal working hours, professional leave or an altered work schedule may be granted upon approval of the immediate supervisor.

*2023-2024 through 2025-2026 Master Contract*

# Article XVI: Contract Committees

A. Accountability

1. The School Advisory Council (SAC) in each school will include representation from the non-instructional personnel employed in the school to be an appropriately balanced number of instructional/non instructional personnel at the specific school site, but not less than one (1), as provided for in statute.

2. The employees representing the non-instructional bargaining unit will be elected by the non-instructional staff at the school or work site and by secret ballot. The election will be conducted by the principal and an Association representative.

3. The elected non-instructional SAC representative(s) will be excused from duty to attend SAC meetings without penalty and will not be docked for leave or pay. The duties of the Council shall be determined by school board policy and Florida statutes.

B. Incentive Pay Committee

1. The Incentive Pay Committee will be convened as needed to review formal certificates, licenses, and/or registrations identified as possible bases for incentive pay for employees who earn those credentials.

2. The committee will include the Association President, a Human Resources Division administrator, two additional administrators appointed by the Assistant Superintendent for Human Resources, and two additional support (classified) employees appointed by the Association. The appointees comprising the committee will represent work areas impacted by the credentials to be reviewed.

3. An individual employee, PDAC subcommittee, or administrator may request a meeting of the Incentive Pay Committee provided s/he submits the following data for committee review:

    a. A description of the curriculum and other requirements that make up the training certified by the credential.

    b. A description of all tests and examinations required to receive the credential, including areas tested, cost, location of test administration, and other pertinent information.

    c. A description of the benefits to be derived by the school system from its employees earning the credential.

4. The Incentive Pay Committee will review the recommended credential and may request additional information from the credential sponsor and/or assistance from other individuals with relevant knowledge and expertise.

5. The Incentive Pay Committee will recommend credentials it approves as beneficial to the school system to the collective bargaining teams for negotiations for the next school year. The committee shall also provide the bargaining teams data which includes rates paid for similar credentials in other school districts and in the local labor market and relative values compared

to other incentive rates paid by the Clay County School Board. The amount to be paid to qualified individuals and restrictions for receiving such incentive pay shall be determined through collective bargaining.

C. Safety Committee: The Safety Committee shall consist of ten (10) members, five (5) of whom shall be appointed by the Superintendent and five (5) appointed by the Association. The Chairperson shall be selected by the Superintendent of Schools. The Safety Committee shall review federal and state laws, district safety policies, safety contract language from other districts and safety issues in Clay County. Recommendations for safety procedures to insure the safety for all employees in Clay County will be developed. The committee shall meet on a schedule established by the Safety Committee members.

D. Professional Development Advisory Council (PDAC) and subcommittee (see Article XV)

E. Insurance Committee (see Article XI)

F. Calendar Committee

G. Field Trip Committee (See Table III)

H. Personnel Selection Committee shall be established at the discretion of the district on an as needed or desired basis.

1. Selection committee representatives shall only be appointed by district administration.

2. Support employees may fully participate in interviews, discussions, and review of documentation of personnel applying for open management positions, when requested by district administration.

3. Support employees may participate on selection committees involving the selection of bargaining unit members only in accordance with PERC and following the criteria below:

    a. No support employee shall be appointed to any selection committee for a position in which it is known that a family member or close personal friend has applied.

    b. All personal identifying information must be redacted from documents to be reviewed by support employee selection committee members. After redaction, support employees may review documentation, and may rank or rate the documents utilizing their personal expertise in the specific field for management's later consideration in the selection process.

    c. Management shall not disclose information to the selection committee which may act to compromise the confidentiality process of item "a" above.

    d. Selection committee members shall not request not accept information directly from employees or other individuals known to be applicants which may act to compromise the confidentiality of the process of item "a" above.

# Article XVII: Sick Leave Bank

A. Committee

A Sick Leave Bank shall be established for participating support personnel. Such Bank shall be administered by a committee composed of three (3) persons selected by the Association which shall adhere to all rules, laws and regulations in effect and with the terms of this contract as ratified or amended.

B. Terms

As used in this article, one day of leave shall mean the equivalent in hours.

C. Membership

Any member having been employed by the Clay County School Board for one (1) year and having at least eight (8) days accrued sick leave may enroll in the Bank by voluntarily contributing one (1) earned sick leave day to the Bank. The four (4) advanced days of sick leave added to the employee's balance at the end of the 30 days cannot be used to satisfy the eight (8) day requirement since they have not been earned.

1. Members shall contribute one (1) sick leave day at the time of enrollment and additional days to replenish the Bank as set forth under the established guidelines. The enrollment form can be found in the appendix herein or shall be available from the Association or the Payroll Department.

2. Any sick leave days contributed to the Bank shall be deducted from the accrued sick leave balance of that member. Such days shall not be returned unless the Bank fails to come into existence.

3. Membership in the Bank shall at all times be voluntary. Voluntary withdrawal will be effective immediately upon written notification of the member's intent to withdraw. The member shall not be eligible to withdraw sick leave already contributed to the Bank.

4. Members may use the sick leave bank only during the term of their annual contract period.

5. The annual enrollment period shall only be during the first thirty (30) calendar days of the new school year, commencing with the first student day.

6. In an effort to get the Sick Leave Bank operational, the parties may mutually agree to extend the timelines in this article. Employees who terminate employment prior to the end of this first year enrollment period shall not be permitted to participate in the Sick Leave Bank. In the first year of activation, April 1 shall be the first date of eligibility for all members of the Sick Leave Bank who otherwise qualify under the requirements of this article. The Clay County School Board shall be held harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of the failure to receive the data required to activate the Sick Leave Bank in a timely manner.

7. Members who are retiring shall be permitted to donate any portion of their unused sick leave beyond the maximum accumulated days established for terminal pay.

D. Procedures and Audit

The Sick Leave Bank committee shall consult with and comply with procedures developed by Human Resources and Business Affairs Division regarding the identifying and recording of contributions. These Divisions will provide the Association with verification of Sick Leave Bank enrollment to the extent practicable by December 15. Such record keeping and procedures shall be audited by these Divisions to insure compliance with regulations.

E. Bank Rules/Use and Application

1. The Sick Leave Bank shall have a minimum of one hundred fifty (150) days or the equivalent of 1068 hours on deposit before being activated. At no time shall the balance of days on deposit fall below zero.

2. In the event the balance of days on deposit is below one hundred (100) days or the equivalent of 712 hours at the start of the school year, all participating members shall contribute one (1) additional day during the first thirty (30) working days of the new school year in order to replenish the Bank to the level established for reactivation. In the event the balance of days on deposit falls below one hundred (100) days, an open enrollment period of 30 days shall be triggered, allowing new members to enroll in the sick leave bank. Sick Leave Bank members shall not be required to donate a second day within their first year of membership. Exception: Sick Leave Bank members who have drawn from the bank during the current school year and who have no accumulated sick leave shall be required to contribute the additional day as soon as a sick leave day is available under normal earning of sick leave.

3. Members receiving Workers Compensation or Illness-In-Line-Of-Duty benefits, shall not be eligible to receive paid leave from the Bank.

   Sick leave drawn from the bank by participating members must be used for said members' prolonged personal illness, accident, or injury. An illness or injury shall be considered prolonged (1) where there is no reasonable expectation that the employee will be physically able to return to employment within 3 months of the date of application to draw Sick Leave Bank days or (2) where due to unexpected complications, the injury or illness causes the member to be physically disabled for 3 or more months after the requirements of 3a and 3b (below) are met.

   Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

   a. All accumulated sick leave of the member must first be expended.

   b. Before the first benefit for a member can be drawn from the Bank, the member must undergo an unpaid leave of fifteen (15) continuous work days. However, the member may choose to use accrued annual leave days as part of the fifteen (15) day period. If a member wishes to use Shared Sick Leave, he or she must use those days before using

the Sick Leave Bank. Shared Sick Leave days can be counted toward the fifteen (15) day period described in the previous sentence.

c. Each time a member wishes to draw benefits from the Bank, an application must be made to the Bank. Modifications to initial Sick Leave Bank agreement to use partial days will require a letter of request. The Committee will review the request and respond in writing to the employee and district office to approve or deny the requested modification.

d. The member's application must be approved by the Sick Leave Bank committee before benefits may be paid.

e. A maximum of sixty (60) paid work days may be drawn from the Bank by a member during a contractual school year. A member drawing leave from the bank, who is released by the member's physician to return on a partial day schedule prior to use of all the member's allowable sick leave bank days, may draw partial days from the bank until all allowable days are used or released to work full time by the member's physician.

f. Any member wishing to use the Bank must have been a member of the Bank for at least thirty (30) working days prior to application, unless waived by the committee in the case of an extreme emergency.

g. Any member applying for days for the Sick Leave Bank must have filed an application with the Board for Extended Sick Leave that has been received by the Human Resources Office and approved pending Board action. Written notification to the Sick Leave Bank Committee will be made within three (3) working days of the Personnel Office approval or disapproval.

h. Any member applying for days from the Sick Leave Bank must file with the committee an application (found in appendix herein). This application must be accompanied by a form filled out by the doctor (found in appendix herein) which certifies the illness or disability and the length of anticipated physical disability. The member must certify in the application the date leave began, the date sick leave will be exhausted, the date on which the Sick Leave bank is requested, and the necessity for the extended leave. Modification to the initial Sick Leave Bank agreement to use partial days will require that a letter of request and physician's statement be submitted to the Sick Leave Bank Committee. The committee will review the addendum and respond in writing to the member and district office to approve or deny the requested modification.

F. Abuse

1. If a member is found to have abused the use of the Sick Leave Bank, he/she shall repay the days drawn from the Bank and be subject to such other disciplinary action as determined by the School Board.

2. The Sick Leave Bank Committee may review medical reports filed with the Superintendent's Office in accordance with the Leaves Article concerning the applicant's condition requiring sick leave bank days.

3. The Sick Leave Bank Committee reserves the right of periodical medical review of the applicant's condition which may include a second opinion.

G. Withdrawal

A member wishing to withdraw membership from the Sick Leave Bank must make a request known in writing to the committee, and shall forfeit their contributed sick leave days to the Bank.

H. Discontinuation

Within two (2) months after the expiration of the Sick Leave Bank, unused sick leave in the bank will be distributed as equally as possible to the current participating members using 7.50 hours as the basis for the re-distribution.

I. Hold Harmless

The Association and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of granting this procedure for support personnel to use this Sick Leave Bank.

*2023-2024 through 2025-2026 Master Contract*

# Article XVIII: Compensation

A. Compensation shall be provided to all employees covered by this Agreement as set forth in the Appendix of this Agreement.

B. For the purpose of providing benefits in this Agreement, full time shall mean a person contracted for a six tenths (.6) or greater allocated position or for (.6) or more of each consecutive normal work day during the contract period unless otherwise indicated.

C. Terminal Sick Leave: At the employee's option and upon written request by the employee at the time of separation, the Board shall provide terminal pay of up to one hundred twenty (120) days to any support employee upon the employee's non-disciplinary separation from school district employment or enrollment in DROP, or to the employee's beneficiary if service is terminated by death.

1. Employees hired after November 19, 2002, shall be eligible for terminal pay as defined under this policy upon completion of three (3) consecutive years of service in Clay County. For employees hired prior to November 19, 2002, Clay County service requirements shown in paragraph C.2 (a) through C.2 (e) need not be consecutive.

2. For the purposes of determining eligibility for terminal pay, a year of service shall be defined as: paid service rendered in a .6 or greater allocation for a minimum of one day more than half the normal working contract in the fiscal year, provided that eligibility during the first three Clay years shall be based on the anniversary of the initial date of hire.

   Terminal pay shall be based on the years of service in Clay County. The employee must have been:

   a. Employed for at least three (3) years in Clay County, in which case the terminal pay shall be at the rate of thirty-five percent (35%) times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or

   b. Employed for more than three (3) years but not more than six (6) years in Clay County, in which case the terminal pay shall be at the rate of forty percent (40%) times the number of days accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or

   c. Employed for more than six (6) years but not more than nine (9) years in Clay County, in which case the terminal pay shall be at the rate of forty-five percent (45%) times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or

   d. Employed for more than nine (9) years but not more than twelve (12) years in Clay County, in which case the terminal pay shall be at the rate of fifty percent (50%) times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days;

   e. Employed during and after the thirteenth (13th) year in Clay County in which case the terminal pay shall be at the rate of one hundred percent (100%) times the number of

days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days.

3. As used in this section, one day of leave shall mean the equivalent in hours.

4. Effective March 17, 2000, an employee who terminates employment through regular FRS retirement shall deposit one hundred percent (100%) of his/her terminal sick and annual leave payments into the Board-approved Qualified Retirement Plan, up to the limits established by the Internal Revenue Service.

5. All employees participating in the Plan since its implementation in Clay County, who are under fifty-five (55) years of age at the time of termination of employment and choose, at the time of termination, to take a cash distribution in the amount of one hundred percent (100%) of their respective balance from the Board-approved 401(a) Qualified Retirement Plan and are assessed a withdrawal penalty, shall be reimbursed a percentage of the withdrawal by the Board. This reimbursement is an amount equal to the difference between the current withdrawal penalty and the current Social Security and Medicare combined tax contribution rate. If the withdrawal penalty and/or Social Security and Medicare tax rates change, the amount of reimbursement from the Board shall change accordingly.

6. Effective March 17, 2000, an employee who is already enrolled in DROP, or, who elects thereafter to participate in DROP, shall deposit his/her accumulated terminal sick leave pay, for which he/she is eligible, into the Board-approved 401(a) Qualified Retirement Plan, subject to annual contribution limits and according to the following:

| **Payment** | **Maximum Percentage of Accumulated Terminal Sick Leave Days** |
|---|---|
| Year 1 | 20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less |
| Year 2 | 20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less |
| Year 3 | 20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less |
| Year 4 | 20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less |
| Year 5 | 20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less |
| Year 6 | 20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less |
| Year 7 | 20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less |
| Year 8 | 100% of balance of the individual's terminal sick leave, not to exceed a total of 120 days |

a. The initial payment shall be made on the last payday in April following the employee's DROP effective date, or, the last payday in April, 2000, for those already enrolled in DROP as of March 17, 2000. Subsequent payments shall be made on the last payday in April of each year following the employee's DROP effective date anniversary.

b. The rate of pay used to calculate the amount to be placed in the 401(a) Plan shall be the employee's daily rate of pay on each payment date.

c. If an employee elects to participate in DROP for fewer than the ninety-six month maximum, or, has fewer than the ninety-six maximum remaining in DROP as of March 17, 2000, the percentage of terminal sick leave to be deposited each year will change so that, at the end of his/her DROP participation, a total of one hundred percent (100%) of the maximum allowed contribution of terminal sick leave pay will have been made to the 401(a) Plan.

d. DROP participants may access these terminal sick leave funds prior to termination of employment only through loan procedures outlined in the Plan.

D. Employees who, by virtue of enrollment in DROP, have deposited terminal leave payment(s) into the Board-approved 401(a) Qualified Retirement Plan, shall continue to deposit such payments as stipulated in paragraph C.6. of this policy, notwithstanding the limitations of paragraph C. This clarification is intended to facilitate the continuation of terminal leave payments to which the Board had committed prior to the November 19, 2002 approval of amendments to this policy.

E. Staff Meetings

1. Meetings with staff may be conducted by supervisors on a monthly basis or as determined by the Superintendent. Such meetings will be conducted during the workday, whenever possible.

2. Bus drivers and bus monitors may be required to attend meetings called by the Director of Transportation or as deemed necessary by the Superintendent.

3. Staff meetings conducted outside the regularly scheduled workday or route day shall be reimbursed at the rate of $15.00 per hour (Bus Drivers $15.00 an hour). Inservice conducted outside the regularly scheduled workday or route day shall be reimbursed at the rate of $15.00 per hour (Bus Drivers $15.00 an hour).

F. Overtime payments (time and one-half) for meetings and inservice as outlined in this Article and in the Salary Schedule Table regarding Transportation Bus Drivers and Bus Monitors shall apply only when the work week extends beyond 37.5 hours and applies only to the portion extending beyond 37.5 hours.

G. Inservice:

1. Support personnel will be paid a stipend of $15.00, per hour for completed workshops after the normal work day. Support employees on a 185 or 188 day contract may request compensation from their supervisor for up to two (2) hours at a rate of $15.00 per hour to complete mandatory online training. Compensation is strictly contingent upon the training being completed on campus and outside of the employee's contracted work hours.

2. Every effort will be made to schedule mandatory inservice training during an employee's regular contract hours. Mandatory inservice scheduled outside of the regular contract hours will be paid at the stipend rate references above.

H. Summer School: (Extended School Year)

Nine (9) and ten (10) month employees of the School Board who are employed during the summer shall be paid at either (1) a rate equivalent to their normal rate of pay in effect at the close of the school year, or (2) the normal rate of pay for the position employed in during the summer, or a rate of pay selected from the rates determined for Temporary Adult Labor.

I. Placement of support personnel in summer school positions when allocated shall be made in the best interest of the student in accordance with the IEP, current job title, consideration of the mix of the exceptionalities in the summer school setting, employee's familiarity with the specific group of students, ESE experience and training, and all else being equal, seniority. The primary consideration shall be the goal of providing optimal staffing for students within the summer school center.

J. Contract Day:

The number of contract days in a year shall be listed in Table V and may vary based on the needs of the district.

K. Experience - Clay County School Board and External Experience:

For the purpose of awarding experience on the salary schedule, a year of service shall be paid and contracted actual service of more than one-half of the normal number of contracted days for the .4 or greater allocated position employed in the year service was rendered. Service external to the Clay County School Board must be verified and approved by the Division of Human Resources. Verified experience gained in other U.S. public school systems may be approved on the same basis as experience gained in the Clay County School System. All other experience must be verified by the agency or company on the school board approved form, on letterhead stationery, or other documentation approved by the Division of Human Resources and must be full time paid actual service of more than one-half of the fiscal year indicated by the former employer. In instances where the employer is unable to verify its fiscal year, the school fiscal year shall be used. No experience may be counted more than one time for the purpose of accumulating experience.

L. Experience on the salary schedule shall be permitted in accordance with the Rules For Implementation of Support Personnel Salary Schedule, 1.3.0 and section 2.0.0 for work done in a closely related field.

M. The Superintendent is authorized to offer an alternate salary schedule when he/she deems it necessary. Personnel contracted under such schedule shall be exempted from the provisions of Table I, Rules for Implementation of the Support Personnel Salary Schedule, except those provisions of section 2.3.0. (See Table IID for salary schedule)

N. Compensation for an employee when he/she is required to work on a paid holiday, or on a "NON PAID, NON-WORKING DAY", shall be at one and one-half times the employee's regular hourly rate of pay.

O. All nine-month employees will be paid on the nine-month pay schedule.

## COMPENSATION PROPOSAL HISTORY

- 2019-2020:
    - The Board proposes a one (1) step salary increase on the approved salary schedule for all CESPA unit members employed by the district at the time of ratification by both parties. Such step increase will be retroactive to the first day of the employee's 2019-2020 contract, with the exception of rates affecting field trips which will go into effect the first day of the pay period after School Board Ratification.
    - The Board proposes a $0.25 increase to each cell of the Support Personnel Pay Structure with the exception of Table II-D, paid retroactively to the first day of the Employee's 2019-2020 Contract.
- 2020-2021:
    - The Board proposes a $1.00 increase to each cell of the Support Personnel Pay Structure, effective January 3, 2021. This increase applies to all Support Personnel who are employed by Clay County District Schools upon the date of contract ratification.
- 2021-2022:
    - The Board proposed a Compensation Package to increase each cell by $0.75 on the Support Salary Schedule. The Board also proposed raising any cells below $12.00 after the $0.75 was applied to $12.00. The Board proposed an additional $1.50 per cell for the LPN / RN Salary Schedule.
    - The District proposed a one time scaled bonus for those employees who are employed at the time of the 2021-2022 contract ratification, by both the School Board and CESPA. The scaled bonus will be based on $1,500.00 for 10-month employees.
        - 9 month contract employee one time proposed bonus: $1,250.00
        - 10 month contract employee one time proposed bonus: $1,500.00
        - 11 month contract employee one time proposed bonus: $1,750.00
        - 12 month contract employee one time proposed bonus: $2,000.00
- 2022-2023:
    - All Articles, Appendices and Tables related to compensation will be effective as of 09/18/2022. The Board proposed changing all job classifications banded and graded at A11 and A12 to A13. The Board also proposed a Compensation Package to increase each cell by $0.50 on the Support Salary Schedule. Additionally, the Board proposed raising any cells below $15.00 after the $0.50 was applied to $15.00. The Board proposed an additional $1.65 per cell for the newly created Table IIE: Special Compensation - Maintenance Trade Skill Workers.
    - The District proposed a one time bonus for those employees who are employed at the time of the 2022-2023 contract ratification, by both the School Board and CESPA.
        - 9 month contract employee one time proposed bonus: $1,000.00
        - 10 month contract employee one time proposed bonus: $1,100.00
        - 11 month contract employee one time proposed bonus: $1,250.00
        - 12 month contract employee one time proposed bonus: $1,500.00
- 2023 - 2024:

    - Increase compensation effective as of 07/01/2023, with the exception of supplemental, overtime and field trip increases will be in effect for hours worked after January 01, 2024.
    - Increase each cell by $1.00, does not include those non-instructional employees who are in the compressed area of the salary schedule.
    - Increase the starting pay scale by an additional $1.40 per hour for Technical Specialists.
    - Create a new placement schedule for Bus Drivers, new hires may be awarded up to 10 years verified experience and field trip pay be at the driver's contracted hourly rate.
    - Reclassify Record Secretary and ESE Secretary positions from B21 to B22.
    - Increase the rate of all required staff meetings and inservice held outside of contracted hours to $15.00 per hour.
    - Increase the supplement for Behavioral Health Assistants who hold Safe Crisis Management certification to $0.75 per hour.
- 2024-2025:
    - Increase compensation effective as of 07/01/2024
    - Those who have earned one year of experience will receive a step increase plus an additional $0.75 per hour added to salary schedules, this does not include non-instructional employees who are in a compressed area of their salary schedule, who will receive a step increase and a minimum of $0.20 per hour
    - Size supplement for bookkeepers and elementary principal secretary/bookkeepers
    - Increase shoe allowance
    - Head Custodians move from B22 to B23
    - Heavy Equipment Operators move from M22 to M23
    - PT and OT Assistants can bring in 10 years of experience
    - District will absorb insurance increase
- 2025-2026
    - Support employees on a 185 or 188 day contract may request compensation from their supervisor for up to two (2) hours at a rate of $15.00 per hour to complete mandatory online training. Compensation is strictly contingent upon the training being completed on campus and outside of the employee's contracted work hours.
    - Driver pay for Routers: All routing staff in the transportation department will receive driver pay equivalent to their current step on the driver pay scale while driving Clay County District School bus.
    - All current RN and LPN Clay County District Employees will be provided a $.50 per hour increase. This increase will be effective the date of ratification. The new placement schedule reflects an increase of $.50 cents per hour for new hires.
    - District will absorb insurance increase.

*2025-2026 Amendment to 2023-2024 through 2025-2026 Master Contract*

# Article XIX: Terms of Agreement

**ARTICLE XIX**
**TERMS OF AGREEMENT**

This Agreement is signed and ratified on the 13th day of February 2026. This Agreement shall be effective from the date of ratification and shall continue in effect through June 30, 2026. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**CLAY EDUCATIONAL STAFF PROFESSIONAL ASSOCIATION LOCAL 7409**

President

**SCHOOL DISTRICT OF CLAY COUNTY**

School Board Chair

*2025-2026 Amendment to 2023-2024 through 2025-2026 Master Contract*

# Appendices

# Appendix A: How To Join CESPA

**Clay Educational Staff Professional Association**

**Local #7409**

1855 Wells Road, Unit 5A, Orange Park, FL 32073

Phone: (904) 264-8810 Fax: (904) 264-0533

CLAY EDUCATIONAL STAFF PROFESSIONAL ASSOCIATION, LOCAL #7409

THE HEART OF PUBLIC SCHOOLS

*Share the QR code with a potential member and ask them to join CESPA today!*

https://portal.floridaea.org/fasttrack/129

**There is strength in numbers!**

# Appendix B: Official Grievance Form

## SCHOOL DISTRICT OF CLAY COUNTY
## OFFICIAL GRIEVANCE FORM

Grievant(s): _____ School Year _____

School/Department: _____ Position _____

Date of Informal Meeting: _____

**Level I** *(Immediate Supervisor/County-Wide Supervisor)* **OR Level II Class Action** *(Assistant Superintendent for Human Resources)*

A. Date of Alleged Grievance: _____ Relates to Article(s) _____

B. Statement of Alleged Grievance:

_____

_____

_____

_____

C. Relief Sought: _____

_____

_____

D. I certify the statements made above are accurate and that the grievance rules outlined in Grievance Procedures article of the Master Contract have been followed and understood.

_____ _____

Signature of Employee(s) Date

E. Disposition:

Date of Formal Meeting: _____

_____

_____

Case No. _____

*Human Resources Use Only*

_____ _____ _____

Signature Title Date

Copies: (1) Next Level (Original) (2) Association (3) Grievant (4) Human Resources

**Level II** ***Superintendent or Designee (Assistant Superintendent for Human Resources)***

F. Dates: Hearing Date Notification: _____ Formal Hearing: _____

G. Disposition: _____

_____

_____

_____ _____ _____

Signature Title Date

Copies (1) Association (2) Grievant (3) Supervisor Level I (4) Human Resources

*Date* **Stamp** *Here*

**Level III:** ***(Arbitration)***

H. Person Making Request: _____ Association Rep. Yes / No

I. Date of Request: _____ (Received by Superintendent or Designee (Assistant Superintendent for Human Resources)

HRD-2-4011 E. 06/30/2028

*2023-2024 through 2025-2026 Master Contract*

# Appendix C: Transfer Action Form

**SCHOOL DISTRICT OF CLAY COUNTY – HUMAN RESOURCES – TRANSFER ACTION FORM**

Instructions: Please ensure Sections I, II, and III are complete. Principal/Director/Asst. Superintendent signs Section II (Receiving) or Section III (Losing). Forward to Human Resources. Transfer Action Forms should only be used when an employee will remain the same employee type (e.g. instructional to instructional; support to support).

**SECTION I – EMPLOYEE INFORMATION**

Employee Legal Name: _____ Employee ID#: _____

Employee Type: ____ Support ____ Confidential ____ Instructional ____ Administration

Losing Cost Center: _____ Receiving Cost Center: _____

Current Position: _____ New Position: _____

**SECTION II - RECEIVING SUPERVISOR**

_____ _____
First Day at Receiving Cost Center Position/Subject

Replacement for (Legal Name): _____ OR _____ New Position

If instructional, will employee be: ____ In-Field OR ____ Out-of-Field (Employee must volunteer/agree to be Out-of-Field)

Budget Information: _____ / _____ / _____ / _____ / _____ / _____ / _____
Fund Function/Object Cost Ctr Project Grant Program Year

My signature below certifies that the recommended transfer does not violate School Board Policy 1130 regarding nepotism.

____ Approved ____ Denied _____ _____
Receiving Supervisor Signature Date

**SECTION III - LOSING SUPERVISOR**

_____ _____
Last Day at Losing Cost Center Position/Subject

List any supplements the employee receives: _____

Will employee continue supplement(s) at new cost center? _____ Yes _____ No If no, attach supplement resignation letter.

____ Approved ____ Denied _____ _____
Losing Supervisor Signature Date

**SECTION IV – HUMAN RESOURCES USE ONLY**

Job Code: _____ Salary Index: _____

Supplement(s) _____

__In-Field OR __Out-of-Field Subject(s): _____ Previous OOF: __Yes __No

Current Certifications: _____ Initials: _____

As the Superintendent's designee, I hereby authorize the employment of and salary payment to the above-named individual, and/or the personnel action as recommended by the Supervisor, pending Board action. The employee's name will be submitted to the Superintendent for recommendation to the School Board for approval at the Board meeting scheduled for ____/____/____ [F.S. 1001.51(7) and F.S. 1006.13(5) ]

Signature _____ Date _____

**DATE RECEIVED**
**(HR ONLY)**

HRD-2-4059 E 02/04/2029

# Appendix D: Salaries

## Table I: Rules for Implementation

**Rules for Implementation of Support Personnel Salary Schedule**

**1.0.0 Salary Schedule Structure**

1.1.0 The salary schedule will include twenty five (25) steps for each Band/Grade. There shall be a constant percentage between each step within the Band/Grade.

1.1.1 A $500.00 permanent longevity supplement will be given annually to employees who are on step 25.

1.1.2 Employees with 25 years of service who received the Permanent Longevity Supplement in the 2023-2024 school year will be grandfathered in to continue to receive the annual supplement contingent upon continuous employment.

1.2.0 The range spread between step 1 and step 25 shall be greater for the higher Bands/Grades.

**1.3.0 Placement on Salary Schedule**

1.3.1 After initial implementation of the schedule, new employees shall be placed at the step (1-5) associated with approved years of verified, directly-related experience in their same job category.

1.3.2 Step 1 through Step 5 shall correspond to 0 to 4 years of experience. Step 5 shall be the maximum step for initial placement of new employees.

1.3.3 This limitation shall not apply to support personnel who elect to transfer from their support position to an administrative or Table I managerial position, and then back to a support position. Step placement for such personnel shall be in accordance with section 3.6.0 of this Table.

1.3.4 The Waste/Water Operator, Wastewater Operator and/or Lead Waste/Water Operator will be able to bring all approved years of verified, directly-related experience to the job entry level.

1.3.5 Positions which require subsequent acquisition of State School Bus Mechanic Certification will be able to bring up to ten (10) years of verified, directly related experience to the job entry level.

1.3.6 The following positions will be able to bring in up to ten (10) years of verified directly related experience;

Programmer/Analyst, Network Specialist, Instructional Application Specialist, Network Security Specialist, Lead HVAC Technician, HVAC Technician, Lead Electrical Technician, Electrical Technician, Lead Electronics Technician, Electronics Technician, Lead Plumber, Plumber, Boiler Tender, Lead Painter, Painter, Lead Carpenter, Carpenter, Lead Roofer, Roofer, Lead Heavy Equipment Operator, Heavy Equipment Operator, Maintenance Mechanic, District-Wide School Maintenance Mechanic, Lead Pest Control Operator, Pest Control Operator, Locksmith, Building Automation Specialist (BAS) Technician, Building Automation Specialist (BAS) Specialist, Cafeteria Kitchen Equipment Technician, Lead Cafeteria Kitchen Equipment Technician LPN/RN, Occupational Therapy Assistants, and Physical Therapy Assistants.

1.4.0 Former Clay County teachers who take a teacher assistant support position immediately upon leaving their teaching position in Clay County shall be credited with their Clay County teaching experience, up to the maximum experience on the current salary schedule.

2.0.0 **Advancement on Salary Schedule**

2.1.0 Step increases shall be subject to collective bargaining and there shall be no presumption of advancement beyond the current step after 2003-2004.

2.2.0 A year of experience shall be earned if the employee has earned one day over one-half of the contract year for the allocated position of .4 or greater.

2.3.0 Effective with the 1998-99 school year, any employee who receives an overall rating of Below Standards in the final performance evaluation conference of the school year will receive the same salary in the next school year as he/she received during the Below Standards year of service. Such employee will be ineligible for negotiated advancement on the applicable salary schedule (i.e. receipt of a step), regardless of stipulations in Section 2.2. above. In addition, the employee who receives such a rating will be ineligible for receipt of any negotiated increase in the actual value of a step on the applicable salary schedule. This salary freeze shall not apply to incentive pay added to the normal contracted salary. This salary freeze will apply for, at least, the school year following the employee's receipt of the Below Standards evaluation. If, during the frozen salary year, the employee earns at least an "Achieves Standards" rating on the year's evaluation, he/she will be placed back on the salary schedule for the following year, and, if eligible and bargained, granted a step. If the employee referenced in 1. above receives at least "Achieves Standards" ratings in the final performance evaluation conferences of the two school years following the receipt of a "Below Standards" rating, the employee will be eligible, the third year, for the salary step and/or step amount that would have applied had the employee never earned the "Below Standards" rating.

2.4.0 All experience granted prior to January 1, 1993, under existing rules and regulations shall remain credited to the employee.

3.0.0 **Reclassification Due To Transfer/Surplus/Discipline/Promotions**

3.1.0 Employees transferring to another job classification shall be placed on the schedule for the new band/grade based on placement in accordance with the provisions of this section.

3.2.0 Employees who voluntarily transfer to a job with a higher band/grade will be immediately reclassified and the pay rate adjusted in accordance with the new step placement. Step placement will be based on verified approved experience in the new job, up to step 10, or on the current step placement, whichever is higher. Employees on a special compensation salary schedule, who voluntarily transfer to a job, will be immediately reclassified and the pay rate adjusted in accordance with the new step placement. Step placement will be based on verified, approved experience in the new job, up to step 10, or on the current step placement, whichever is higher.

3.3.0 Employees who voluntarily transfer to a job with a lower or same band/grade will be immediately reclassified and the pay rate adjusted. Step placement will be based on the current step placement, or the step appropriate for experience credited in the new position, up to step five (5).

3.4.0 If an employee is involuntarily transferred to a job with a lower band/grade with an effective start date at the beginning of the next contract year, adjustment of pay to the lower band/grade will start at the beginning of the next contract year.

3.5.0 If an employee is involuntarily transferred to a job with a lower band/grade with an effective start date

before the beginning of the next contract year, adjustment of pay to the lower band/grade will start at the beginning of the next contract year.

3.6.0 Employees who are transferred as the result of disciplinary action will be immediately reclassified to the new band/grade at the same step and the pay rate adjusted.

3.7.0 Support employees who elect to transfer to a managerial or administrative position in Clay County, and who later transfer back to a support position, will be placed on the band/grade applicable to their years of experience related to the transferred position.

3.8.0 An employee who is officially assigned, in writing, by the Supervisor, to fulfill the duties of an absent employee who works in a higher band/grade shall, after seven (7) consecutive days, be paid at his own step but at the higher band/grade for all of the time during which he was assigned to the higher band/grade. Such assignment shall be at the sole discretion of the Supervisor.

4.0.0 **Job Descriptions and Initial Classification and Reclassification Procedures**

4.1.0 The Board shall approve and maintain a separate job description for each position listed in Table V.

4.1.1 An initial classification for a new position shall be reviewed for initial classification in accordance with the procedures in this section.

4.1.2 Thirty (30) days prior to a new CESPA bargaining unit position being proposed for Board approval, the new job description shall be submitted to a review committee comprised of the Assistant Superintendent for Human Resources, Director of Support Personnel and a CESPA Representative designated by the CESPA president, (CESPA representative shall not be currently assigned to the department or school which is under review).

4.1.3 This committee will review the documentation and relevant analysis data supporting the new proposed position. The Assistant Superintendent for Human Resources will notify the responsible supervisor and CESPA of his/her decision as to classification. Bargaining implications may apply.

4.1.4 Reclassification or position reevaluation - A responsible immediate supervisor or employee may request a position reevaluation of a CESPA bargaining unit position. When such a reevaluation is requested, relevant documentation shall be provided which supports that there has been a change in responsibilities.

4.1.5 The Assistant Superintendent for Human Resources, Director of Support Personnel and a CESPA Representative designated by the CESPA president (CESPA representative shall not be currently assigned to the department or school which is under review) will meet within 10 days of receipt of the documentation and request to review the documentation and relevant analysis data supporting the review request. The Assistant Superintendent for Human Resources will notify the responsible supervisor of his/her decision and CESPA of his/her decision. Bargaining implications may apply.

4.1.6 The documentation to be considered in reevaluating a position should include evidence of a major permanent change in a job responsibility, data from a sample of the job class, position description questionnaire and employee/supervisor interviews. If the changed job responsibilities match an existing job description, the employee will be moved to the new classification and his/her salary will be adjusted in accordance with approved procedures. If the job responsibilities do not match an existing job description, the job may be reanalyzed and reclassified or the supervisor may be instructed to reassign the new responsibilities to a more appropriate job classification.

4.1.7 Prior to the implementation of any changes in a job description, the affected employee(s) shall be notified in writing. A review of the changes shall be made with the employee(s). The employee(s) shall receive a copy of the new/updated job description. In the event that the qualifications as set forth change to the extent that an employee is no longer qualified to continue in the position, the employee(s) shall be provided reasonable assistance in receiving additional training and/or be provided priority placement assistance in moving to another position for which they are qualified.

# Table II A: Support Salary Schedule

**The School District of Clay County**
**2025 - 2026 Support Personnel Pay Structure**

| B/G | *A13* | *B21* | *B22* | *B23* | *B24* | *B31* | *B32* | *C41* | *C42* | *C43* |
|---|---|---|---|---|---|---|---|---|---|---|
| **STEP 1** | $15.10 | $15.40 | $15.55 | $15.70 | $17.10 | $18.17 | $19.95 | $21.43 | $22.89 | $24.46 |
| **STEP 2** | $15.40 | $15.70 | $15.95 | $16.25 | $17.52 | $18.64 | $20.50 | $22.07 | $23.56 | $25.21 |
| **STEP 3** | $15.55 | $16.00 | $16.35 | $17.12 | $17.94 | $19.13 | $21.05 | $22.71 | $24.26 | $25.98 |
| **STEP 4** | $15.75 | $16.25 | $16.78 | $17.53 | $18.37 | $19.65 | $21.63 | $23.39 | $25.02 | $26.78 |
| **STEP 5** | $15.95 | $16.50 | $17.16 | $17.98 | $18.82 | $20.16 | $22.22 | $24.10 | $25.77 | $27.60 |
| **STEP 6** | $16.15 | $16.79 | $17.57 | $18.39 | $19.29 | $20.70 | $22.83 | $24.82 | $26.56 | $28.46 |
| **STEP 7** | $16.35 | $17.17 | $17.99 | $18.83 | $19.76 | $21.28 | $23.47 | $25.58 | $27.40 | $29.34 |
| **STEP 8** | $16.55 | $17.59 | $18.42 | $19.31 | $20.26 | $21.85 | $24.13 | $26.37 | $28.25 | $30.29 |
| **STEP 9** | $16.98 | $18.01 | $18.87 | $19.77 | $20.74 | $22.44 | $24.81 | $27.17 | $29.13 | $31.33 |
| **STEP 10** | $17.35 | $18.43 | $19.33 | $20.27 | $21.28 | $23.07 | $25.52 | $28.02 | $30.03 | $32.23 |
| **STEP 11** | $17.73 | $18.88 | $19.82 | $20.76 | $21.81 | $23.75 | $26.26 | $28.89 | $30.99 | $33.26 |
| **STEP 12** | $18.13 | $19.34 | $20.31 | $21.30 | $22.37 | $24.43 | $27.01 | $29.82 | $31.99 | $34.33 |
| **STEP 13** | $18.55 | $19.82 | $20.86 | $21.83 | $22.95 | $25.14 | $27.81 | $30.76 | $33.02 | $35.44 |
| **STEP 14** | $18.96 | $20.30 | $21.38 | $22.39 | $23.54 | $25.88 | $28.61 | $31.73 | $34.08 | $36.57 |
| **STEP 15** | $19.40 | $20.81 | $21.93 | $22.97 | $24.15 | $26.64 | $29.45 | $32.74 | $35.19 | $37.75 |
| **STEP 16** | $19.85 | $21.33 | $22.51 | $23.57 | $24.78 | $27.42 | $30.32 | $33.79 | $36.33 | $38.99 |
| **STEP 17** | $20.31 | $21.86 | $23.11 | $24.18 | $25.43 | $28.24 | $31.21 | $34.87 | $37.52 | $40.26 |
| **STEP 18** | $20.79 | $22.42 | $23.72 | $24.81 | $26.11 | $29.08 | $32.14 | $36.00 | $38.75 | $41.58 |
| **STEP 19** | $21.26 | $22.93 | $24.27 | $25.40 | $26.73 | $29.79 | $32.93 | $36.90 | $39.73 | $42.64 |
| **STEP 20** | $21.75 | $23.50 | $24.90 | $26.05 | $27.43 | $30.66 | $33.88 | $38.07 | $41.00 | $44.01 |
| **STEP 21** | $22.80 | $24.68 | $26.19 | $27.39 | $28.86 | $32.38 | $35.79 | $40.32 | $43.46 | $46.67 |
| **STEP 22** | $23.36 | $25.35 | $26.92 | $28.16 | $29.67 | $33.39 | $36.91 | $41.69 | $44.95 | $48.27 |
| **STEP 23** | $24.05 | $26.14 | $27.77 | $29.05 | $30.62 | $34.55 | $38.19 | $43.22 | $46.63 | $50.07 |
| **STEP 24** | $24.77 | $26.97 | $28.68 | $30.00 | $31.62 | $35.78 | $39.55 | $44.86 | $48.42 | $52.00 |
| **STEP 25** | $25.56 | $27.88 | $29.68 | $31.03 | $32.72 | $37.14 | $41.05 | $46.67 | $50.40 | $54.13 |

*2024-2025 Amendment to 2023-2024 through 2025-2026 Master Contract*

# Table II B: Special Compensation - OT/PT Assistants

**2025 - 2026**

Certified or licensed Occupational and Physical Therapist Assistants shall be assigned an hourly rate from the following schedule:

| Step | Years Experience | Hourly Rate |
|---|---|---|
| A | 0 | $21.82 |
| B | 1 - 2 | $24.15 |
| C | 3 - 4 | $26.46 |
| D | 5 - 6 | $28.75 |
| E | 7 - 8 | $31.06 |
| F | 9 - 10 | $33.37 |
| G | 11 -12 | $35.66 |
| H | 13 -14 | $37.97 |
| I | 15 -16 | $40.28 |
| J | 17 - 18 | $42.57 |
| K | 19 - 20 | $45.41 |

CONTRACTED DAYS = 196

*2024-2025 Amendment to 2023-2024 through 2025-2026 Master Contract*

# Table II C: Special Compensation - LPN/RN

| Step | Experience | LPN | RN |
|---|---|---|---|
| 1 | 0 | $18.73 | $20.85 |
| 2 | 1 | $19.11 | $21.29 |
| 3 | 2 | $19.48 | $21.74 |
| 4 | 3 | $19.88 | $22.20 |
| 5 | 4 | $20.31 | $22.69 |
| 6 | 5 | $20.74 | $23.20 |
| 7 | 6 | $21.18 | $23.73 |
| 8 | 7 | $21.65 | $24.27 |
| 9 | 8 | $22.12 | $24.83 |
| 10 | 9 | $22.61 | $25.40 |
| 11 | 10 | $23.14 | $26.01 |
| 12 | 11 | $23.67 | $26.64 |
| 13 | 12 | $24.23 | $27.29 |
| 14 | 13 | $24.80 | $28.06 |
| 15 | 14 | $25.40 | $28.75 |
| 16 | 15 | $26.02 | $29.49 |
| 17 | 16 | $26.62 | $30.26 |
| 18 | 17 | $27.22 | $31.06 |
| 19 | 18 | $27.82 | $31.76 |
| 20 | 19 | $28.47 | $32.57 |
| 21 | 20 | $29.82 | $34.22 |
| 22 | 21 | $30.62 | $35.19 |
| 23 | 22 | $31.52 | $36.29 |
| 24 | 23 | $32.48 | $37.47 |
| 25 | 24 | $33.53 | $38.76 |

**RN and LPN positions will be able to bring up to ten (10) years of verified, directly-related experience to the job entry level upon successful documentation of the directly-related experience.**

*2025-2026 Amendment to 2023-2024 through 2025-2026 Master Contract*

# Table II D: Special Compensation - Transportation Bus Drivers

**2025-2026**

| Step | Years Experience | Hourly Rate |
|---|---|---|
| 1 | 0 | $17.20 |
| 2 | 1 | $18.17 |
| 3 | 2 | $18.57 |
| 4 | 3 | $18.87 |
| 5 | 4 | $19.27 |
| 6 | 5 | $19.67 |
| 7 | 6 | $20.07 |
| 8 | 7 | $20.47 |
| 9 | 8 | $20.87 |
| 10 | 9 | $21.27 |
| 11 | 10 | $21.67 |
| 12 | 11 | $22.07 |
| 13 | 12 | $22.47 |
| 14 | 13 | $22.87 |
| 15 | 14 | $23.27 |
| 16 | 15 | $23.67 |
| 17 | 16 | $24.07 |
| 18 | 17 | $24.47 |
| 19 | 18 | $24.87 |
| 20 | 19 | $25.27 |
| 21 | 20 | $25.67 |
| 22 | 21 | $26.25 |
| 23 | 22 | $27.25 |
| 24 | 23 | $27.75 |
| 25 | 24 | $28.90 |

*Amendment to 2023-2024 through 2025-2026 Master Contract*

# Table II E: Special Compensation - Maintenance Trade Skill Workers

**2025-2026**

The Maintenance Trade Skill Workers listed below will be paid according to this Salary Schedule:

| | |
|---|---|
| **M13** | General Maintenance Worker<br>Warehouser |
| **M21** | Warehouser, Senior |
| **M22** | Building Automation Systems (BAS) Technical Assistant<br>Carpenter Assistant<br>Electrical Technician Assistant<br>Mechanic Assistant<br>Painter<br>Small Engine Mechanic |
| **M23** | Cafeteria Kitchen Equipment Technician<br>Carpenter<br>District Wide School Maintenance Mechanic<br>Electrical Technician<br>Electronics Technician<br>Heavy Equipment Operator<br>HVAC Technician<br>Irrigation Mechanic/Plumber<br>Locksmith<br>Mechanic<br>Plumber<br>Roofer |
| **M31** | Head Custodian I |
| **M32** | Lead Access Controls/Locksmith<br>Lead Cafeteria Kitchen Equipment Technician<br>Lead Carpenter<br>Lead Electrical Technician<br>Lead Electronics Technician<br>Lead Heavy Equipment Operator<br>Lead HVAC Technician<br>Lead Painter<br>Lead Plumber<br>Lead Roofer<br>Warehouse Manager |

# Table II E: Special Compensation - Maintenance Trade Skill Workers

**2025 - 2026**

| B/G | *M13* | *M21* | *M22* | *M23* | *M31* | *M32* |
|---|---|---|---|---|---|---|
| **STEP 1** | $16.75 | $17.00 | $17.05 | $17.80 | $19.82 | $21.60 |
| **STEP 2** | $17.05 | $17.25 | $17.45 | $18.20 | $20.29 | $22.15 |
| **STEP 3** | $17.20 | $17.50 | $17.85 | $18.77 | $20.78 | $22.70 |
| **STEP 4** | $17.40 | $17.80 | $18.28 | $19.18 | $21.30 | $23.28 |
| **STEP 5** | $17.60 | $18.15 | $18.81 | $19.63 | $21.81 | $23.87 |
| **STEP 6** | $17.80 | $18.44 | $19.22 | $20.04 | $22.35 | $24.48 |
| **STEP 7** | $18.00 | $18.82 | $19.64 | $20.48 | $22.93 | $25.12 |
| **STEP 8** | $18.20 | $19.24 | $20.07 | $20.96 | $23.50 | $25.78 |
| **STEP 9** | $18.63 | $19.66 | $20.52 | $21.42 | $24.09 | $26.46 |
| **STEP10** | $19.00 | $20.08 | $20.98 | $21.92 | $24.72 | $27.17 |
| **STEP 11** | $19.38 | $20.53 | $21.47 | $22.41 | $25.40 | $27.91 |
| **STEP 12** | $19.78 | $20.99 | $21.96 | $22.95 | $26.08 | $28.66 |
| **STEP 13** | $20.20 | $21.47 | $22.51 | $23.48 | $26.79 | $29.46 |
| **STEP 14** | $20.61 | $21.95 | $23.03 | $24.04 | $27.53 | $30.26 |
| **STEP 15** | $21.05 | $22.46 | $23.58 | $24.62 | $28.29 | $31.10 |
| **STEP 16** | $21.50 | $22.98 | $24.16 | $25.22 | $29.07 | $31.97 |
| **STEP 17** | $21.96 | $23.51 | $24.76 | $25.83 | $29.89 | $32.86 |
| **STEP 18** | $22.44 | $24.07 | $25.37 | $26.46 | $30.73 | $33.79 |
| **STEP 19** | $22.91 | $24.58 | $25.92 | $27.05 | $31.44 | $34.58 |
| **STEP 20** | $23.40 | $25.15 | $26.55 | $27.70 | $32.31 | $35.53 |
| **STEP 21** | $24.45 | $26.33 | $27.84 | $29.04 | $34.03 | $37.44 |
| **STEP 22** | $25.01 | $27.00 | $28.57 | $29.81 | $35.04 | $38.56 |
| **STEP 23** | $25.70 | $27.79 | $29.42 | $30.70 | $36.20 | $39.84 |
| **STEP 24** | $26.42 | $28.62 | $30.33 | $31.65 | $37.43 | $41.20 |
| **STEP 25** | $27.21 | $29.53 | $31.33 | $32.68 | $38.79 | $42.70 |

# Table II F: Special Compensation - Technological Specialists

The Technological Specialists listed below will be paid according to this Salary Schedule:

| | |
|---|---|
| **T32** | Technical Specialist |
| **T42** | Database Specialist |
| **T43** | Instructional Application Specialist<br>Network Specialist<br>Programmer/Analyst |

**The School District of Clay County**
**2025 - 2026 Support Personnel Pay Structure**

| B/G | *T32* | *T42* | *T43* |
|---|---|---|---|
| **STEP 1** | $21.35 | $24.29 | $25.86 |
| **STEP 2** | $21.90 | $24.96 | $26.61 |
| **STEP 3** | $22.45 | $25.66 | $27.38 |
| **STEP 4** | $23.03 | $26.42 | $28.18 |
| **STEP 5** | $23.62 | $27.17 | $29.00 |
| **STEP 6** | $24.23 | $27.96 | $29.86 |
| **STEP 7** | $24.87 | $28.80 | $30.74 |
| **STEP 8** | $25.53 | $29.65 | $31.69 |
| **STEP 9** | $26.21 | $30.53 | $32.73 |
| **STEP 10** | $26.92 | $31.43 | $33.63 |
| **STEP 11** | $27.66 | $32.39 | $34.66 |
| **STEP 12** | $28.41 | $33.39 | $35.73 |
| **STEP 13** | $29.21 | $34.42 | $36.84 |

| B/G | *T32* | *T42* | *T43* |
|---|---|---|---|
| **STEP 14** | $30.01 | $35.48 | $37.97 |
| **STEP 15** | $30.85 | $36.59 | $39.15 |
| **STEP 16** | $31.72 | $37.73 | $40.39 |
| **STEP 17** | $32.61 | $38.92 | $41.66 |
| **STEP 18** | $33.54 | $40.15 | $42.98 |
| **STEP 19** | $34.33 | $41.13 | $44.04 |
| **STEP 20** | $35.28 | $42.40 | $45.41 |
| **STEP 21** | $37.19 | $44.86 | $48.07 |
| **STEP 22** | $38.31 | $46.35 | $49.67 |
| **STEP 23** | $39.59 | $48.03 | $51.47 |
| **STEP 24** | $40.95 | $49.82 | $53.40 |
| **STEP 25** | $42.45 | $51.80 | $55.53 |

*2024-2025 Amendment to 2023-2024 through 2025-2026 Master Contract*

# Table III: Transportation

1. Contract drivers shall be compensated for a minimum of six (6) hours of work per day during the regular school year and for a minimum of five (5) hours of work while working under a summer work contract. The Director of Transportation will consider attendance, experience, and seniority when staffing summer school based on student needs. The assigned hours shall include thirty (30) minutes of non-driving time which shall be used for the purpose of minor maintenance, safety checks and paperwork. Drivers will be compensated for other non-driving work after a time review by the Department of Transportation in accordance with applicable rules of the Fair Labor Standards Act.

2. Bus drivers assigned routes affecting schools in other counties having school calendars which differ from the Clay County calendar shall be eligible for the same contract and benefits and for the same length of work year and work day as bus drivers assigned routes affecting only schools operating under the traditional calendar in Clay County. When such drivers must drive routes during the intersession periods in such other counties, pay will be determined in accordance with current practice for summer school pay.

3. Contract bus monitors (ESE Aides assigned to buses) shall be compensated for a minimum of six (6) hours of work per day during the regular school year, and for a minimum of five (5) hours of work while working under a summer work contract. The assigned hours shall include twenty (20) minutes of non-driving time which shall be used for the purpose of minor maintenance, safety checks and paperwork.

4. Experience credit shall not be earned by part-time bus drivers who are employed only for morning, afternoon or extra trip routes employment.

5. Shuttles and Field Trips: Compensation and assignment to contract drivers and Monitors shall be under the following conditions:

    a. A “shuttle” is defined as an assigned instructional activity run or route not included in the “normal day” even though they may occur daily. Shuttles are not part of a rotation list, but are instead assigned by the Director of Transportation in the following order of priority: (1) availability, (2) attendance, and (3) seniority within the geographic area of need and may add to the “normal day” on a day to day basis. Once assigned, the driver shall drive the full multi-week schedule of the shuttle. Shuttles are paid at the regular rate of pay and are not part of the “bidding” process. Employees with a scheduled shuttle assignment are ineligible to be assigned any separate midday or between-shift field trips, with exceptions for trips that require both specialized equipment and an ESE driver and monitor. Employees who were not awarded the shuttle may request a written explanation justifying the decision.

    b. A “field trip” is defined as any additional driving assignment that is not part of the driver’s regular morning (pick up) and afternoon (drop off) routes, which are considered part of the driver’s “normal day.” This includes, but is not limited to, sporting events and extracurricular activities. Field Trips are paid at the regular rate of pay and are not part of the bidding process.

    c. At the beginning of each school year, or upon employment as a bus driver, all bus drivers will be provided the opportunity to be placed on the master field trip list, which is organized by availability, hours (sum of worked and turned down), and then alphabetical order by last name, as well as the alphabetical emergency field trip list**.** This list will consist of day field trips and overnight field trips. Bus drivers on the master field trip list and emergency field trip list will be notified of a field trip position via the transportation field trip software on a rotational basis. The bus driver must accept or decline the notified position within one work day of notification. A

medical note is required for no call/no shows or cancellations made within 24 hours of an assigned field trip. Without documentation, the first offense is a warning, the second is a five-day suspension from the master field trip list, the third is a ten-day suspension from the master field trip list, and the fourth is a removal from the master field trip list for the remainder of the school year. After the master field trip list has been exhausted, the Director of Transportation may assign a field trip to a contract driver on a mandatory basis.

d. Overnight trips shall be defined as any trip requiring the field trip sponsor to secure a hotel room for the bus driver.

e. Overnight trips shall be compensated at regular rate of pay with no compensation for 8 hours of "sleeping" time in accordance with DOT regulations. Per diem shall be paid as applicable.

f. If field trips are cancelled after the driver arrives at school, the driver shall be compensated as stated above for three (3) hours at the regular rate of pay.

g. A field trip committee shall meet with the Director of Transportation, upon request, to make recommendations on additional procedures that relate to field trip assignments. The committee may meet more than once if needed. The field trip committee has no authority to bargain with the Director of Transportation any changes which may conflict with the contract.

6. Overtime payments at time and one-half for meetings and inservice as outlined in the Compensation Article and for extra (field) trips as outlined herein shall apply only when the work week extends beyond 37.5 hours and only to the portion extending beyond 37.5 hours.

7. Placement of drivers and monitors in summer school positions when allocated shall be based on the following criteria: work attendance/absenteeism nine days or less during the regular school year, ESE experience and training, seniority, compatibility to the needs of the ESE students on the route, conduct and performance during the school year as measured by the approved district evaluation system and procedures, and all else being equal, seniority. Applicants must be able to work the entire summer contract period. Drivers employed for summer routes shall be given special consideration for attendance purposes when participating in association business.

8. Bidding Process:

   a. Every school year, the Director of Transportation shall review by the last Monday of April vacated or new bus routes/positions for the upcoming school year. During bid times, routes will not be assigned by the Director of Transportation until the bidding assignment day. On May 1st, the Director of Transportation shall post vacated or new bus routes/positions. Interested drivers and monitors will have until on or before May 15th (close of business day) to submit a written request of intent on posted routes or to bid off their current route. (Date determined due to each school year calendar.) The new assignments will be announced by the Director of Transportation before the end of the school year. The newly assigned routes/positions will begin at the start of the new school year.

   b. Every school year, the Director of Transportation shall review on the Monday following Thanksgiving break vacated or new bus routes/positions for the remainder of the school year. During bid times, routes will not be assigned by the Director of Transportation until the bidding assignment day. On the following Monday, the Director of Transportation shall post vacated or new bus routes/positions for one week. During this week the drivers and monitors will have the opportunity to submit a written request of intent to bid on posted routes or to bid off their current route. The new assignments will be announced by the Director of Transportation before Christmas break. The newly assigned routes/positions will start after Christmas break.

   c. Posted routes/positions shall be awarded by attendance and seniority. While seniority is the first criteria of consideration for the bidding process, all employees wishing to bid, who are within

three (3) years of the most senior employee(s), shall be granted priority over those senior employees with questionable attendance. Absences being considered in this staging of the bidding process shall follow the acceptable use of sick leave as listed in Article IX. B. Employees who were not awarded the route may request a written explanation justifying the decision.

d. During the bidding process for posted routes/positions involving exceptional students, the Director of Transportation shall also give special consideration to training, attendance, prior experience, and compatibility with the exceptional students to be transported. Employees who were not awarded the route may request a written explanation justifying the decision.

9. The Director of Transportation will provide notification, via email, to all drivers and monitors of an unexpected vacated route. Interested drivers and monitors will have three (3) business days to notify the Director of Transportation of their interest in the vacated route. The Director will follow the same criteria used in the bidding process to assign the route. Any resulting new vacancy may be assigned to a sub, a newly contracted driver/monitor, or a regular contracted driver/monitor in between bid sessions.

10. Driver Pay for Routers: All routing staff in the Transportation Department will receive driver pay equivalent to their current step on the Driver Pay Scale while driving Clay County District School bus.

*2025-2026 Amendment to 2023-2024 through 2025-2026 Master Contract*

# Table IV: Miscellaneous Salaries

**Salary Schedule**

**Incentive/Differential Pay**

When more than one incentive/differential has been earned in the appropriate area, the higher incentive/differential shall be awarded.

1. Associate Degree or higher for Support employees when the degree held is higher than the minimum degree required by the Board-approved job description, and when the degree is from a college, university or other institution accredited by an accrediting agency as defined below:

    a. For Nurses (LPN/RN) a degree from a college or university accredited by an accrediting agency or a degree accepted by the Florida Board of Nursing for certification as a Nurse in the State of Florida.

    b. For all other employees, a degree from a college or university accredited by an accrediting agency. [Note: Employees are responsible for presenting official transcripts substantiating earned degrees from the college, university or institution granting the degree.]

    Add $1.05/hour for an Associate Degree or add $1.30 for a Bachelor Degree.

2. Child Development Associate credential for teacher assistants:

    Add $.75/hour

3. A.S.E., Bus Driver/Driver Trainer and MACS 609 Certifications in the appropriate area for bus mechanics, shop managers, parts managers and assistant managers payable beginning with the first month of certification and continuing during the period of such certification:

    Add $0.40/hour for each test, only during the validity period for such test.

4. Professional Driver pay to drivers with more than three (3) years' experience and who qualify under the rules of the Transportation Department for such pay:

    Add $.15/hour during specified period.

5. Master Custodian certification:

    Add $.20/hour

6. Pest Control Certification:

    Add $1.00/hour

7. Current, valid Clay County-issued Journeyman's certification in the areas of Electrical, Plumbing or HVAC. (See Table IVA for jobs eligible to receive this incentive)

    Add $.55/hour

8. Current, valid Clay County-issued Master's certification in the areas of Electrical, Plumbing or HVAC. (See Table IVA for jobs eligible to receive this incentive)

    Add $1.05/hour

9. Current, valid Florida Contractor's license in the areas of Electrical, Plumbing or HVAC. (See Table IVA for jobs eligible to receive this incentive)

   Add $1.05/hour

10. An employee who is officially assigned, in writing, by the Supervisor, to fulfill the duties of an absent employee who works in a higher band/grade shall, after seven (7) consecutive days, be paid at his own step but at the higher band/grade for all of the time during which he was assigned to the higher band/grade. Such assignment shall be at the sole discretion of the Supervisor.

11. Participation as a member of the response team selected to be "on call" for the provision of unforeseen overtime in the Maintenance Department when required and authorized will be paid until the employee's name is removed from the team list:

    Additional $ .50/hour during period of appointment to team

12. Employees holding 9, 10, and 11-month contracts for the contract year shall be eligible to receive a share of $36,000 for perfect attendance. Perfect attendance shall be defined as: no absences and no incidents of tardiness during the specified period of the employee contract. Allowable exceptions will be limited to absences of not more than nine days duration related to approved Worker's Compensation and/or In-Line-Of-Duty (ILOD) claims, and incidents of court or military leave not in excess of nine days, approved Association Leave and incidents of TDE when an employee participates in Inservice training that is relevant to the individual's working assignment. An employee's use of flexible scheduling, initiated by the employee as permitted in Article VIII, paragraph C.6. (Working Conditions), shall disqualify the employee from receipt of this perfect attendance incentive bonus. In order to be eligible for payment of the perfect attendance incentive bonus as defined in a. and/or b. below, the employee must be employed for the specified period.

    Payment of the total of $36,000 in bonus money shall be as follows:

    a. An equal share of $18,000 shall be payable to employees whose attendance is perfect through the end of the first semester, subject to a $500 maximum bonus per employee;

    b. The balance of the $36,000 sum shall be payable to employees whose attendance is perfect from the beginning of the second semester through the balance of the employee's contract year, subject to a $500 maximum bonus per employee, made payable at the conclusion of the District's fiscal year.

13. National Institute for Certification in Engineering Technologies (NICET) Certification in fire systems in the Electronics Department. Payable per hour the beginning of the first month of each certification:

    Add $.25 per hour.

14. Behavioral Health Assistants who are Safe Crisis Management certified shall receive a supplement of $0.75/hour.

15. Bookkeepers and Elementary Principal Secretary/Bookkeeper shall receive a size supplement. The base multiplier will be $38,000.

| High Schools: | Elementary and Junior High Schools: |
|---|---|
| Population up to 1800 is 2.75% | Population less than 750 is 1.4% |
| Population 1800 and higher is 3.25% | Population 750 and higher is 1.8% |

# Table IV A: Incentive Pay Stipulations (Maintenance Position)

**Salary Schedule**
**Incentive Pay Stipulations for the areas of Electrical, Plumbing & HVAC**

Incentive Pay stipulated in Table IV (Miscellaneous Salaries) for Journeyman, Master's and Florida Contractor's licenses shall apply only to employees who are appointed to the following positions:

| Journeyman, Master's or Contractor's License in | Clay Job Eligible for Incentive Pay for License |
|---|---|
| Electrical | ● General Maintenance Worker assigned to Electrical<br>● General Maintenance Worker assigned to Electronics<br>● Electronics Technician Assistant<br>● Electronics Technician<br>● Lead Electronics Technician<br>● Electrical Technician Assistant<br>● Electrical Technician<br>● Lead Electrical Technician |
| Plumbing | ● General Maintenance Worker assigned to Plumbing<br>● Plumber Assistant<br>● Plumber<br>● Lead Plumber<br>● Boiler Tender |
| HVAC | ● General Maintenance Worker assigned to HVAC<br>● HVAC Technician Assistant<br>● HVAC Technician<br>● Lead HVAC Technician |

*2023-2024 through 2025-2026 Master Contract*

# Table IV B: Rules for Maintenance Department On-Call List

**Salary Schedule (For implementing #11, Table IV)**

1. The Director of Maintenance will determine which sections (trades) of the Maintenance Department need to be represented on the on-call list.
2. Employees who volunteer for the on-call list will be chosen based on seniority in the trade.
3. Employees will be assigned on a rotating basis to the on-call list for one month at a time.
4. Employees on the on-call list must answer all calls directed to them during the time their names are on the list.
5. If an employee cannot be on-call for any period during his/her month on the list, he/she must make arrangements with one of the other employees on the on-call list in the same trade to fill in. The employee must inform either the Director of Maintenance or one of the departmental Coordinators that he/she will not be available and who will be available in his/her place.
6. If an employee on the on-call list fails to answer a call for any reason, he/she may be dropped from the list and not be allowed back on the list.
7. The employee may elect to be removed from the list by making a written request to the Director of Maintenance or one of the departmental Coordinators with at least seven (7) days notice.
8. The employee will receive a $.50 hourly supplement while his/her name is on the on-call list.
9. If, after analyzing a job, the on-call employee determines that assistance is required, he/she will call other on-call employees in the same trade for assistance, or, if appropriate, an employee on the on-call list from another trade.

*2023-2024 through 2025-2026 Master Contract*

# Table V: Classification/Band/Grade/Contracted Days

| Classification | Band/Grade | Contracted Days |
|---|---|---|
| Clerical/Aides/Teacher Assistants | | |
| ACE Testing and Program Specialist | B24 | 260 |
| Accounting Support Assistant | B23 | 260 |
| Accounting Assistant | B24 | 260 |
| Accounts Payable Assistant | B23 | 260 |
| Administrative Secretary, Sr. | B24 | 260 |
| Administrative Secretary | B23 | 260 |
| Administrative Support Assistant | B22 | 196, 216, 260 |
| Behavior Support Technician | B32 | 188 |
| Bookkeeper | B23 | 196, 260 |
| Buyer | B32 | 260 |
| Capital Program Accountant | B32 | 260 |
| Career Specialist | B32 | 196 |
| Child Care Assistant | A13 | 188, 196 |
| Classroom Assistant | A13 | 188 |
| Classroom Assistant (PreK) | A13 | 188, 196 |
| Computer Lab Assistant | A13 | 188 |
| Data Management Specialist | B32 | 260 |
| Data Services Assistant | B32 | 260 |
| Dropout Prevention Assistant | A13 | 188 |
| ESOL Administrative Support Assistant | B22 | 260 |
| ESOL Classroom Assistant | A13 | 188 |
| ESE Allocation & Position Assistant | B31 | 260 |
| ESE Secretary | B22 | 196 |
| ESE Program Accountant | B31 | 260 |
| ESE Interpreter IV | B32 | 188 |
| ESE Interpreter II | B22 | 188 |
| ESE Interpreter III | B31 | 188 |
| ESE Interpreter I | B21 | 188 |
| ESE Assistant | A13 | 188 |
| Health Assistant | B21 | 188, 196 |
| Inclusion Prekindergarten Assistant | A13 | 188 |
| Instructional Assistant | B23 | 188 |
| ISS Assistant | A13 | 183, 188 |
| Media Technical Assistant | B21 | 196 |
| Medicaid Data Assistant | B32 | 260 |
| Occupational Therapy Assistant | See Table IIB | 196 |
| Paraprofessional/ESE Reading | B32 | 188, 196 |
| Paraprofessional / Speech and Language | B32 | 188, 196 |
| Physical Therapy Assistant | See Table IIB | 196 |
| Position Control/Allocations Specialist | B31 | 260 |
| Principal Secretary | B23 | 260 |
| Professional Learning Assistant | B32 | 260 |
| Professional Learning (ESE) | B32 | 260 |
| Purchasing Support Assistant | B23 | 260 |
| Risk Support Assistant | B23 | 260 |
| School Secretary | B21 | 188, 196, 216, 260 |
| SEDNET Case Manager | B32 | 216 |
| Service Desk Operator | B24 | 260 |
| Student Records Secretary | B22 | 188, 196, 216, 260 |
| Testing & Administrative Support Assistant | B23 | 196, 260 |
| Title I Assistant | A13 | 188 |
| Transportation Payroll Assistant | B23 | 260 |

| Classification | Band/Grade | Contracted Days |
|---|---|---|
| VPK High School Child Care Lead Assistant | B22 | 188 |
| | | |
| Custodial | | |
| Custodian | A13 | 260 |
| Head Custodian | B23 | 260 |
| Head Custodian II | B22 | 260 |
| Lead Custodian | B21 | 260 |
| | | |
| Transportation | | |
| Assistant Parts Manager | B23 | 260 |
| Bus Driver | See Table IID | 186 |
| Bus Driver/Driver Trainer | See Table IID | 260 |
| ESE Assistant/Bus Monitor | A13 | 186 |
| Fuel Attendant | A13 | 186, 196, 216, 260 |
| Parts Manager | B31 | 260 |
| Routing Dispatcher | B21 | 260 |
| Routing Specialist | B23 | 260 |
| Transportation Technology Specialist | B32 | 260 |
| | | |
| Maintenance Trade Skill Workers | | |
| Building Automation Systems (BAS) Tech. Asst. | See Table IIE | 260 |
| Cafeteria Kitchen Equipment Technician | See Table IIE | 260 |
| Carpenter | See Table IIE | 260 |
| Carpenter Assistant | See Table IIE | 260 |
| District Wide School Maintenance Mechanic | See Table IIE | 260 |
| Electrical Technician | See Table IIE | 260 |
| Electrical Technician Assistant | See Table IIE | 260 |
| Electronics Technician | See Table IIE | 260 |
| General Maintenance Worker | See Table IIE | 260 |
| Head Custodian I | See Table IIE | 260 |
| Heavy Equipment Operator | See Table IIE | 260 |
| HVAC Technician | See Table IIE | 260 |
| Irrigation Mechanic/Plumber | See Table IIE | 260 |
| Lead Access Controls/Locksmith | See Table IIE | 260 |
| Lead Cafeteria Kitchen Equipment Technician | See Table IIE | 260 |
| Lead Carpenter | See Table IIE | 260 |
| Lead Electrical Technician | See Table IIE | 260 |
| Lead Electronics Technician | See Table IIE | 260 |
| Lead Heavy Equipment Operator | See Table IIE | 260 |
| Lead HVAC Technician | See Table IIE | 260 |
| Lead Painter | See Table IIE | 260 |
| Lead Plumber | See Table IIE | 260 |
| Lead Roofer | See Table IIE | 260 |
| Locksmith | See Table IIE | 260 |
| Mechanic | See Table IIE | 260 |
| Mechanic Assistant | See Table IIE | 260 |
| Painter | See Table IIE | 260 |
| Plumber | See Table IIE | 260 |
| Roofer | See Table IIE | 260 |
| Small Engine Mechanic | See Table IIE | 260 |
| Warehouse Manager | See Table IIE | 260 |
| Warehouser | See Table IIE | 260 |
| Warehouser, Sr. | See Table IIE | 260 |

| Classification | Band/Grade | Contracted Days |
|---|---|---|
| Miscellaneous | | |
| Access Control Technician | B32 | 260 |
| District Office Maintenance Mechanic | B21 | 260 |
| Licensed Practical Nurse | See Table IIC | 188,196 |
| Press Operator | B22 | 260 |
| Registered Nurse | See Table IIC | 188, 196, 260 |
| Cafeteria Assistant | A13 | 185 |
| Cafeteria Van Driver | A13 | 185 |
| FNS Equipment and Warehouse Manager | B32 | 260 |
| School Food Services Support Assistant | B22 | 260 |
| Technological Specialists | | |
| Database Specialist | See Table II F | 260 |
| Instructional Application Specialist | See Table II F | 260 |
| Network Specialist | See Table II F | 260 |
| Programmer/Analyst | See Table II F | 260 |
| Technical Specialist | See Table II F | 260 |

# Appendix E: Work Restriction Evaluation Form

**Clay County District Schools- WORK RESTRICTION EVALUATION**

**EMPLOYEE NAME:**_____**WORK SITE:**_____

NOTE: This form is used to determine an employee's physical limitations pertaining to an illness or injury. This form, **along with the employee's job description** is provided to the employees attending physician and completed for administrative review **BEFORE** the employee is returned to work.

Complete only ONE section

**Part A: To be completed by physician for returning employee with NO restrictions.**

I, Dr. _____, after reading the above-named employee's **ATTACHED job description,** state that this employee may return to work with **NO** restrictions on this date_____.

_____ _____

Physician Signature-Date Printed Name Physician

_____

Employee Signature-Date **No Restrictions----STOP HERE!**

**Part B: To be completed by physician for employee with restrictions.**

1. In terms of an 8-hour work day, the patient can:
   a. Sit for _____ hours Stand for ____ hours Walk for _____ hours

2. In terms of an 8-hour work day, the patient can lift:
   0 to 25 lbs. **Y/N** 26 to 50 lbs. **Y/N**

3. In terms of an 8-hour work day, the patient can carry:
   0 to 25 lbs. **Y/N** 26 to 50 lbs. **Y/N**

4. In terms of an 8-hour work day, the patient can:
   Bend **Y/N** Squat **Y/N** Crawl **Y/N** Climb **Y/N** Reach above Shoulder Level **Y/N**

5. The patient can use hands for repetitive action such as:
   **Right Hand** *Simple Grasping* **Y/N** *Pushing/Pulling* **Y/N** *Fine Manipulation* **Y/N**
   **Left Hand** *Simple Grasping* **Y/N** *Pushing/Pulling* **Y/N** *Fine Manipulation* **Y/N**

6. The patient can use feet for repetitive movements, as in operating foot controls or leavers:
   Right Foot **Y/N** Left Foot **Y/N** Both Feet **Y/N**

7. Does the patient have restrictions to activities involving the following?
   a. Unprotected Heights **Y/N**
   b. Being around moving machinery **Y/N**
   c. Exposure to marked changes in temperature and humidity **Y/N**
   d. Driving motorized vehicles **Y/N**
   e. Restricted to automatic transmission **Y/N**
   f. Fumes and gasses **Y/N**

Any additional remarks or comments: _____

This patient should comply with these restrictions from _____ through _____.

After complying with these restrictions, this patient may return to work with **NO restrictions** on _____.

_____ _____

Signature of Physician/Date Signature of Employee/Date

_____ _____

Physician Phone # Employee Phone #

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# Appendix F: Insurance Contribution Chart

## 2025 - 2026 Plan Year

| | Employer | Employee |
|---|---|---|
| **CHOICE HSP** | | |
| Employee | $426.91 | $0.00 |
| Employee & Spouse | $540.56 | $234.98 |
| Employee & Children | $586.60 | $153.34 |
| Family | $667.26 | $349.22 |
| **CHOICE** | | |
| Employee | $437.03 | $81.30 |
| Employee & Spouse | $565.60 | $435.93 |
| Employee & Children | $610.48 | $344.96 |
| Family | $700.07 | $612.42 |
| **CHOICE PLUS** | | |
| Employee | $445.92 | $152.55 |
| Employee & Spouse | $582.76 | $573.60 |
| Employee & Children | $626.86 | $476.25 |
| Family | $722.54 | $792.77 |

- Insurance deductions are for 20 pay periods. To compare to other plans available to employees, we must consider the total employee annual cost. For example, under this proposal the Family HSP plan is $6,984.40 per year. This breaks down to:
    - $349.22 per 20 pay periods (Clay Schedule)
    - $291.02 per 24 pay periods (bi-monthly schedule)
    - $268.64 per 26 pay periods (every 2 weeks)
- Dual Employee (both employed) Board contribution for secondary employee may be less than the amount listed in the chart. Refunds will not be given if the Board contribution exceeds the premium amount

*2024-2025 Amendment to 2023-2024 through 2025-2026 Master Contract*

# Sick Leave Bank Forms

**CLAY COUNTY SCHOOLS**
**SICK LEAVE BANK WITHDRAWAL APPLICATION**
I – APPLICANT

| | |
|---|---|
| Applicant: | Work Location: |
| Address: | Home Phone #: |
| Date Submitted: | Social Security #: |
| Enrolled SLB: Yes No | Last Day of Work |
| All Sick Leave Has Been Used: Yes No | Date Leave Began: |
| Injury of Illness in Line of Duty Leave: Yes No | Sick Leave Expired On: |
| Drawing Disability Payments: Yes No | |
| Drawing Worker's Compensation: Yes No | |
| Estimated Additional Sick Days Needed: | |
| Nature of Illness or Injury: | |
| Attending Physician: | |
| Comments or Supporting Information: | |
| Date Due to Return to Work: | |
| I certify that the above information is correct and true. I hereby authorize any physician, hospital, pharmacy, insurance company, employer, or organization to release any information regarding the medical history, treatment, disability, or benefits payable for this claim, to the Clay County Sick Leave Bank Committee. | |
| (A Photostat of this authorization shall be as valid as the original) | |
| Applicant's Signature: | |
| Forward all copies to the Business Affairs Division with Physician statement attached. | |

II– CLAY COUNTY SICK LEAVE BANK COMMITTEE DISPOSITION

| | |
|---|---|
| Application Received On: | Action Taken On: |
| Application: Approved Denied | |
| Credit:<br>with day(s) from the Sick Leave Bank | |
| Effective Date: | Comments: |
| Authorized Signatures (3 Required):<br>1. 2. 3. | |

*2023-2024 through 2025-2026 Master Contract*

# CLAY COUNTY SCHOOL BOARD
# PHYSICIAN FORM

**APPLICANT:** Have this form completed by attending physician and return with the Sick Leave Bank Application. **FORM MUST BE COMPLETELY FILLED OUT** before application will be considered.

**PHYSICIAN:** Complete this form and return it to the patient. If you have questions, please contact the Sick Leave Bank Committee, Clay Educational Staff Professional Association, c/o Lonnie Roberts, CESPA President, Maintenance Department - Electronics Shop, 905 W. Center Street, Green Cove Springs, FL 30243.

<table>
<tr><th>Applicant Information</th><th>Physician Information</th></tr>
<tr><td>Name:</td><td>Name:</td></tr>
<tr><td>Address:</td><td>Address:</td></tr>
<tr><td rowspan="3">Phone Number:</td><td>Phone Number:</td></tr>
<tr><td>M.D. or D.O.</td></tr>
<tr><td>Speciality:</td></tr>
<tr><td colspan="2">Diagnosis:</td></tr>
<tr><td colspan="2">Is the patient now physically disabled?</td></tr>
<tr><td colspan="2">Prescribed Treatment:</td></tr>
<tr><td colspan="2">Was the patient previously treated for this problem? Yes No</td></tr>
<tr><td colspan="2">If yes, when?</td></tr>
<tr><td colspan="2">Estimate the date the patient will be physically able to return to full time work:</td></tr>
<tr><td colspan="2">Anticipated restrictions upon return to work:</td></tr>
<tr><td colspan="2">For maternity leave, please state estimated due date:</td></tr>
<tr><td colspan="2">Please note any other pertinent information that may be helpful to the Sick Leave Bank Committee in making a decision about granting days to this patient:</td></tr>
<tr><td colspan="2">Signature of Physician:</td></tr>
</table>

*2023-2024 through 2025-2026 Master Contract*

## Clay County District Schools
## Release of Excess Terminal Leave to the Sick Leave Bank

I, _____ authorize payroll to donate any days over my
*(Please Print Name)*
120 days of Terminal Leave to the CESPA Sick Leave Bank.

I understand that this form must be sent to the Payroll Department two weeks prior to the final day of work.

Signature: _____ Date: _____

Article XVII
Sick Leave Bank

C.7 **Members** who are **retiring** shall be permitted to donate any portion of their unused sick leave days beyond the maximum accumulated days for establishing terminal pay.

*2023-2024 through 2025-2026 Master Contract*

# Signature Page

We, the undersigned, agree that the attached document is the final and tentative agreement between the **CLAY EDUCATIONAL STAFF PROFESSIONAL ASSOCIATION, LOCAL 7409**, negotiating team and the **SCHOOL DISTRICT OF CLAY COUNTY** negotiating team. We further agree we will recommend the attached document for ratification.

Date Signed: 1/26/26

**THE SCHOOL DISTRICT OF CLAY COUNTY NEGOTIATING TEAM**

Brenda Fontman

Sarah Lawson

**THE CLAY EDUCATIONAL STAFF PROFESSIONAL ASSOCIATION, LOCAL 7409, NEGOTIATING TEAM**

Heather Weary

Rebecca Yatsyshett

*2025-2026 Amendment to 2023-2024 through 2025-2026 Master Contract*