

2016-2017
RATIFICATION INFORMATION
PLEASE POST IMMEDIATELY

**SCHOOL DISTRICT OF
CLAY COUNTY**

2014-2015 through 2016-2017



MASTER CONTRACT

with

**CLAY EDUCATIONAL STAFF
PROFESSIONAL ASSOCIATION
LOCAL 7409**

RATIFICATION INFORMATION

2016-2017 Amendment to CESPA Master Contract 2015-2017

Article	Language Changes
<u>Article VI</u> – Employee Practices	Upon request, the association shall receive a list of all substitutes serving the district. Language stating that GPS information cannot be used for disciplinary or evaluation purposes until an investigation into the incident has been conducted.
<u>Article IX</u> - Leaves	Clarifying language was added to Illness-in-Line-of-Duty leave, Temporary Duty Elsewhere, FMLA, and Extended Sick Leave.
<u>Article XVIII</u> – Compensation	Language was added that states that every effort will be made to schedule mandatory inservice training during the employee’s contract hours. Clarifying language related to Staff Meeting was added.

APPENDIX E – SALARIES

Table I – Rules for Implementation	Beginning July 1, 2016, RN’s and LPN’s <u>hired prior to</u> July 1, 2015, will have ninety days following ratification to submit to Human Resources any documented years of outside service beyond the initial years used for placement upon hire. After verification of said documents, said employees will be credited with up to a total of ten (10) years verified, directly related experience and pay will be applied to their pay scale upon ratification. Language added to give priority placement assistance for those employees affected by changing a job descriptions which makes the employee no longer qualified.
<u>Table IIA</u> – Support Pay Structure	CESPA bargaining unit members advance one (1) step on the current salary schedule effective July 1, 2016.
<u>Table IIB</u> – Special Compensation OT/PT	CESPA bargaining unit members advance one (1) step on the current salary schedule effective July 1, 2016.
<u>Table IIC</u> – Special Compensation LPN/RN	CESPA bargaining unit members advance one (1) step on the current salary schedule effective July 1, 2016.

Table IV – Miscellaneous Salaries

Added supplement for Bachelor's Degree at \$1.30/hour.
Pest Control Certification add \$1.00/hour.
Added Association Leave to the perfect attendance incentive.

Table V

Added VPK High School Child Care Lead Assistant.

Signature Sheet

Bargaining team members' signatures on August 1, 2016, indicating final, tentative agreement and recommendation for ratification by CESPAs and the School Board.

Please review language posted at your work site.

David S. Broskie, Assistant Superintendent for Human Resources

Lonnie Roberts, CESPAs Chief Negotiator

Tracy Butler, CESPAs Chief Negotiator

T/A [Signature] TR [Signature]

[Signature] CESPA Proposal Date 8/1 Time 5:55pm

**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, color, creed, religion, national origin, handicaps, disabilities marital status, sex, or age. 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 (.6) or more of each consecutive normal day for the allocated position during the contract period.
2. 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. Substitutes shall not be used to satisfy a vacant allocation. Upon request, the Association shall receive a list of all substitutes serving in the district.
3. Contracted Employee - 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.
4. 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 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 to a leave of absence by a support employee,
 - b. fill an immediate temporary need for student safety, or
 - c. fill a position vacated by an annual or multi-year contract employee after March 31, with the exception of School Food Service support employees.
5. Annual Contract Employee -An individual recommended by the Superintendent and appointed by the School Board whose term of employment is expected be at least through the end of the contract year. This type of employee shall receive a contract and accrue and receive normal benefits. The Annual Contract Employee shall serve a trial period of up to three (3) months. An annual contract employee may not transfer during the three (3) month-trial period. An annual contract employee may be recommended in years 1, 2, and 3 for another annual contract or for a fourth year probationary contract.
 6. A Multi-Year Conditional Contract Employee is an employee who has served satisfactorily under annual contract during a probationary period as regular employees for three (3) consecutive years in the last five (5) years, broken only by a leave of absence. A fourth 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 three or four year probationary period or if an annual contract is not renewed.

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

B. CONTRACTS

1. Written Contract

All support employees covered by the collective bargaining agreement shall be provided written contracts 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), pay grade or band, or experience factors. 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), or in hours.

2. Eligibility For Multi Year Conditional Contracts

All employees covered by this contract who has served satisfactorily under annual contract during a probationary period as regular employees for three (3) 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 fourth 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 three or four year period on 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, five (5) days' notice shall be given to the employee prior to such recommendation by the Superintendent to the Board.

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 for layoff or reduction in force. An employee contract who is being terminated shall receive written notice of such termination from the Superintendent at least fifteen (15) work days before the termination date.

c. A multi year conditional contract may be terminated at the end of the contract year 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.

- 1). 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.
- 2). 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 request 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.
- 3). 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.
- 4). 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.gadsden.k12.fl.us), and held open for not less than seven (7) work days from the date of posting, except in emergency situations. 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 Appendix D, 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. 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 transfer or reassignment shall be notified in writing of action taken.

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 three-month trial period.

E. FINGERPRINTING

All Clay County School District 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# 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 cases. ~~Tracking device(s) installed under this provision for the purpose of investigation may be placed on the vehicle no more than thirty (30) days in any six (6) month period.~~
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 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 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. Should such employee fail to provide sufficient documentation to be eligible for the appropriate extended leave, the School Board shall place such employee on extended personal leave for the balance of the school year. Employees may be granted up to two (2) consecutive years of extended leave if such request is filed and approved in the manner set forth in this Article.
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 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

DB

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:
1. A completed "Certification of Health Care Provider" form shall accompany any sick leave transfer request to document that such a qualifying illness has occurred.
 2. Transferred sick leave will be available for use upon approval of a properly completed request for transfer of leave (along with a properly completed Certification of Health Care Provider form) and depletion of all the recipient's leave, including annual leave, if applicable.
 3. If the recipient is a member of a sick leave bank, he/she must use donated sick leave days before drawing days from the bank.
 4. 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 in the Payroll Office of all required forms in complete and proper form. Requests shall not be processed retroactively.
 5. 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.
 6. 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 leave transfer requests.
 7. 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.
- JB
JAL



8. 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.
 9. "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.
 10. Sick leave days transferred from one employee to another under this policy may not be used for personal leave.
 11. 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.
 12. 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.
 13. The authorizing employee must retain ten (10) sick leave days after donation pursuant to this Article.
 14. To be eligible to donate sick leave pursuant to this Article, both the authorizing employee and the recipient must have been employed a minimum of one full school year before both the date of the authorizing employee's donation and the first day of the recipient's absence for which sick leave days are donated.
 15. One sick leave day referenced in this Article shall mean the number of hours the employee is contracted to work for one day.
 16. 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

10

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 volunteer shall be subject to disciplinary measures by the School Board.

6. **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.

7. **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 Comp. related personal injury received from the discharge of duty or because of illness (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). Such illness or injury must be certified by both his/her supervisor and a physician, then forwarded to the Superintendent for his recommendation and submission to the Board for approval or disapproval. ILOD request should be submitted by employee to his/her Administrator within five (5) working days of returning to work (or sooner if able). It is then forwarded to Risk Management for verification/review and final submission to Superintendent or designee for approval. Except for worker's compensation claims, any employee who has any claim for compensation under this section while absent because of illness contracted or injury incurred as prescribed herein shall file a claim within five (5) working days following his/her return from such absence. The Board shall approve such claims and authorize the payment thereof; provided that the Board shall satisfy itself that the claim correctly states the facts and that such claimant is entitled to payment in accordance with the provisions of this section. 23

- b. The use of illness in the line of duty 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 ~~prescribed~~ described above.

- bc. The Board shall not be liable for any difference in compensation in this section beyond the difference between any worker's compensation award Workers Compensation payments and the employee's normal daily rate of pay.

- ed. Should the injury/illness be compensable under the Workers Compensation Law and should such convalescent period exceed the authorized illness in the line of duty ILOD leave, the employee ~~shall continue the~~ would be eligible for state approved Workers² Compensation benefit. JP
JCP

8. **Temporary Duty Elsewhere**

When an employee is rendering service ~~outside of Clay County~~ in the performance of his/her contractual duties while away from his/her usually assigned ~~location~~ responsibilities he/she



must apply for temporary duty elsewhere. Employees on TDE shall receive their regular pay and may be allowed expenses when authorized.

9. **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.

10. **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.

11. **Filing Leave**

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 ~~statement~~ current Work Restriction Evaluation for (see appendix -----) within two weeks prior to return to work date from the physician verifying the employee's ~~fitness for duty~~ 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. In addition, earned annual leave may be used during any other FMLA leave. 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.

JB
JAL

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 ~~statement~~ current Work Restriction Evaluation for (see appendix -----) within 2 weeks prior to return to work date from the physician verifying the employee's ability to return to work 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 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**

(15)

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 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.

2. Extended Professional Leave

A leave of absence for professional improvement, without salary, may be granted for any employee, upon application, for up to one (1) year and upon reapplication, for up to a second year, 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 study or an activity deemed beneficial to the school system. 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
- JB
JH

AD

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:
 - (1) 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.
 - (2) 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.
 - (3) An Employee Assistance Program shall be considered prior to f.(2).
 - (4) 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. Bereavement Leave

Employees will be granted one (1) day of bereavement leave due to a death in the immediate family. Immediate family shall be defined as father, mother, brother, sister, husband, wife, child, other close relative, or member of his/her own household. 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 will be required for documentation.

10. Domestic Violence Leave

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

DB

DB

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. **Reimbursement for Travel**

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. **Annual Leave**

1. **Earning Annual Leave**

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 (1½) 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 (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

JB
JAL

19

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.

2016-2017 Amendment

B
dap

TA 8:13 pm
JB
JAD

28

BOARD COUNTER PROPOSAL 8/1/2016 #2

**ARTICLE XVIII
COMPENSATION**

7.26 pm

- A. Compensation shall be provided to all employees covered by this Agreement as set forth in Appendix E 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:

<u>Payment</u>	<u>Maximum Percentage of Accumulated Terminal Sick Leave Days</u>
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	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 sixty-month maximum, or, has fewer than the sixty-month 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

gjh
2001

2

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 \$9.00 per hour (Bus Drivers \$11.00 an hour). Inservice conducted outside the regularly scheduled workday or route day shall be reimbursed at the rate of \$9.00 per hour (Bus Drivers \$11.00 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. When approved by the Superintendent or his designee, support personnel will be paid a stipend of \$9.00, per hour for completed workshops after the normal work day.
2. Every effort will be made to schedule mandatory inservice training during employee's regular contract hours.

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

JB
JG



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 for the purpose of recruiting for Certified Occupational Therapy Assistants and Physical Therapy Assistants. 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.

2016-2017 Amendment



TA 8.15 pm
JB 2009

(100)

BOARD COUNTER PROPOSAL 8/1/16 #2
TABLE I

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 all employees who complete twenty-five (25) years of service and beyond.
- 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 upon successful completion of the certification.
- 1.3.6 The positions of 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, and Locksmith will be able to bring up to ten (10) years of verified, directly-related experience to the job entry level upon successful demonstration of the directly-related experience. Beginning July 1, 2015, 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 demonstration of the directly-related experience. Beginning July 1, 2016, RN's and LPN's hired prior to July 1, 2015, will have ninety days following ratification to submit to Human Resources any documented years of outside service beyond the initial years used for placement upon hire. After verification of said documents, said employees will be credited with up to a total of ten (10) years verified, directly related experience and pay will be applied to their pay scale upon ratification.
- 1.4.0 Former Clay County teachers who take a support position immediately upon leaving their teaching position in Clay County shall be credited with all their 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

(1)

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.
- 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 for the support position at the step they held prior to leaving the support 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 CESP 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 CESP Representative designated by the CESP president, (CESP representative shall not be currently

2/27/93
JOC



- 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 CESPAs 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 CESPAs 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 CESPAs Representative designated by the CESPAs president (CESPAs 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 CESPAs 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.

2016-2017 Amendment

**SALARY SCHEDULE
TABLE IV
Miscellaneous Salaries**

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 one of the regional accrediting agencies or a degree accepted by the Florida Board of Nursing for certification as a Nurse in the State of Florida.
 - b. For employees assigned as "Technological Specialists" within Table V (Classification/Band/Grade), a degree from a college or university accredited by one of the regional accrediting agencies or a job-related degree from an institution accredited by the Accrediting Council for Independent Colleges and Schools, or ACICS.
 - c. For all other employees, a degree from a college or university accredited by one of the regional accrediting agencies.

[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. Certification in the appropriate area for bus mechanics, parts managers and assistant managers payable beginning with the first month of certification and continuing during the period of such certification:
Add \$.20/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 "called out" 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 \$.25/hour during period of appointment to team
12. Employees holding 9, 10, 11-month contracts for the entire 2015-2016 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 duration 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. ~~or~~ and/or b. below, the employee must be employed for the entire period specified.
- 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 December 11, 2015, 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 December 12, 2015, 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 Electronics Department. Payable per hour the beginning of the first month of each certification:
Add \$.25 per hour.



2016-2017 Amendment

TABLE V
CLASSIFICATIONS/BAND/GRADE/CONTRACTED DAYS

CLASSIFICATION **BAND/GRADE** **CONTRACTED DAYS**

CLERICAL/AIDES/TEACHER ASSISTANTS:

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
Bookkeeper	B23	196, 260
Career Specialist	B32	196
Child Care Assistant	A13	188, 196
Child Care Aide (Prekindergarten)	A11	188, 196
Classroom Assistant	A12	188
Clerical Assistant	A11	188, 196, 216, 260
Clerical Support Assistant	A12	188, 196, 216, 260
Computer Lab Assistant	A13	188
Data Entry Operator	A13	196, 216, 260
District Media/Technology Secretary	B21	260
Dropout Prevention Assistant	A13	188
ESE Secretary	B21	196
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
Instructional Support Assistant	B22	196, 216, 260
Insurance Assistant	B23	260
ISS Assistant	A13	183, 188
Media Technical Assistant	B21	196
Nursery Instructor	B32	196
Paraprofessional/ESE Reading	B32	188, 196
Paraprofessional / Speech and Language	B32	188, 196
Parent Educator	A13	188
Payroll Assistant	B23	260
Payroll Clerical Assistant	A12	260
Payroll Support Assistant	B22	260
Payroll Aide	B22	260
Pre Kindergarten Instructor	B32	196

CLASSIFICATION **BAND/GRADE** **CONTRACTED DAYS**

CLERICAL/AIDES/TEACHER ASSISTANTS:

Professional Development Assistant	B32	260
School Secretary	B21	188, 196, 216, 260
Service Desk Operator	B24	260
Student Records Secretary	B21	188, 196, 216, 260
Student Services Clerk	A13	196, 216, 260
Student Services Assistant	A13	196
Switchboard Operator	A13	260
TERMS Support Assistant	B23	260
Testing & Administrative Support Assistant	B23	196, 260
Title I Assistant	A12	188
VPK High School Child Care Lead Assistant	B22	188

CUSTODIAL

Custodian	A12	260
Custodian/Groundskeeper	A12	260
Head Custodian	B22	260
Head Custodian I	B31	260
Head Custodian II	B22	260
Lead Custodian	B21	260

TRANSPORTATION

Assistant Parts Manager	B23	260
Bus Driver	B21	186
ESE Assistant/Bus Monitor	A13	186
Fuel Attendant	A11	186, 196, 216, 260
Lead Mechanic	B32	260
Mechanic Assistant	B22	260
Mechanic	B23	260
Parts Manager	B31	260
Routing Dispatcher	B21	260
Routing Specialist	B23	260
Shop Manager	C41	260

MAINTENANCE

Boiler Tender	B23	260
Carpenter Assistant	B22	260
Carpenter	B23	260
District Wide School Maintenance Mechanic	B23	260
Electrical Technician Assistant	B22	260
Electrical Technician	B23	260
Electronics Technician Assistant	B22	260
Electronics Technician	B23	260

AD

<u>CLASSIFICATION</u>	<u>BAND/GRADE</u>	<u>CONTRACTED DAYS</u>
-----------------------	-------------------	------------------------

MAINTENANCE

General Maintenance Worker	A13	260
Heavy Equipment Operator	B22	260
HVAC Technician Assistant	B22	260
HVAC Technician	B23	260
Irrigation Mechanic/Plumber	B23	260
Lead Carpenter	B32	260
Lead Electrical Technician	B32	260
Lead Electronics Technician	B32	260
Lead Heavy Equipment Operator	B32	260
Lead HVAC Technician	B32	260
Lead Painter	B32	260
Lead Pest Control Operator	B32	260
Lead Plumber	B32	260
Lead Roofer	B32	260
Lead Waste/Water Operator	B32	260
Locksmith	B23	260
Maintenance Mechanic	B22	260
Painter	B22	260
Pest Control Operator	B22	260
Plumber Assistant	B22	260
Plumber	B23	260
Roofer	B23	260
Warehouse Assistant	B22	260
Waste/Water Operator	B24	260
Wastewater Operator	B23	260

JB

MISCELLANEOUS

Bindery Worker	A12	260
Courier	A12	260
District Office Maintenance Mechanic	B21	260
Press Operator	B22	260
Press Operator, Sr.	B23	260
Print Center/Textbook Courier	A12	260
Small Engine Mechanic	B22	260
Warehouse Foreman	B31	260
Warehouse Manager	B32	260
Warehouser	A13	260
Warehouser, Sr.	B21	260

CLASSIFICATION**BAND/GRADE****CONTRACTED DAYS****CAFETERIA**

Cafeteria Assistant	A12	185
Cafeteria Van Driver	A13	185
School Food Services Support Assistant	B22	260

TECHNOLOGICAL SPECIALISTS

Computer Operator	B21	260
Computer Services Assistant	B32	260
Computer Services Technician	B24	260
Data Base Specialist	C42	260
FIRN Technical Education Coordinator	C42	260
Instructional Application Specialist	C43	260
Network Security Specialist	C43	260
Network Specialist	C43	260
Programmer/Analyst	C43	260
Technical Specialist	B32	260
Technology Support Assistant	B22	260
Telecommunications Specialist	B32	260
Telecommunications Technician	B24	260
Transportation / Boundary Planning Assistant	B22	260
Transportation Technology Specialist	B32	260

2016/2017 Amendment

TABLE IIA
The School District of Clay County
2016-2017 SUPPORT PERSONNEL PAY STRUCTURE

B/G	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
A11	8.63	8.89	9.14	9.40	9.68	9.95	10.24	10.53	10.83	11.15	11.48	11.82
A12	9.35	9.62	9.89	10.18	10.48	10.79	11.08	11.42	11.75	12.08	12.43	12.80
A13	10.13	10.43	10.73	11.04	11.37	11.69	12.02	12.37	12.73	13.10	13.48	13.88
B21	10.73	11.07	11.42	11.78	12.15	12.54	12.92	13.34	13.76	14.18	14.63	15.09
B22	11.41	11.76	12.14	12.53	12.91	13.32	13.74	14.17	14.62	15.08	15.57	16.06
B23	12.11	12.47	12.87	13.28	13.73	14.14	14.58	15.06	15.52	16.02	16.51	17.05
B24	12.85	13.27	13.69	14.12	14.57	15.04	15.51	16.01	16.49	17.03	17.56	18.12
B31	13.92	14.39	14.88	15.40	15.91	16.45	17.03	17.60	18.19	18.82	19.50	20.18
B32	15.70	16.25	16.80	17.38	17.97	18.58	19.22	19.88	20.56	21.27	22.01	22.76
C41	17.18	17.82	18.46	19.14	19.85	20.57	21.33	22.12	22.92	23.77	24.64	25.57
C42	18.64	19.31	20.01	20.77	21.52	22.31	23.15	24.00	24.88	25.78	26.74	27.74
C43	20.21	20.96	21.73	22.53	23.35	24.21	25.09	26.04	27.08	27.98	29.01	30.08

2015- 2017 Master Contract

The negotiated step increase for the 2016-2017 school year will become effective July 1, 2016.

TABLE IIA
The School District of Clay County
2016-2017 SUPPORT PERSONNEL PAY STRUCTURE

B/G	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	STEP 20	STEP 21	STEP 22	STEP 23	STEP 24	STEP 25
A11	12.18	12.55	12.92	13.32	13.71	14.12	14.52	14.94	15.84	16.32	16.90	17.52	18.19
A12	13.18	13.56	13.96	14.37	14.80	15.24	15.67	16.12	17.08	17.60	18.23	18.90	19.62
A13	14.30	14.71	15.15	15.60	16.06	16.54	17.01	17.50	18.55	19.11	19.80	20.52	21.31
B21	15.57	16.05	16.56	17.08	17.61	18.17	18.68	19.25	20.43	21.10	21.89	22.72	23.63
B22	16.61	17.13	17.68	18.26	18.86	19.47	20.02	20.65	21.94	22.67	23.52	24.43	25.43
B23	17.58	18.14	18.72	19.32	19.93	20.56	21.15	21.80	23.14	23.91	24.80	25.75	26.78
B24	18.70	19.29	19.90	20.53	21.18	21.86	22.48	23.18	24.61	25.42	26.37	27.37	28.47
B31	20.89	21.63	22.39	23.17	23.99	24.83	25.54	26.41	28.13	29.14	30.30	31.53	32.89
B32	23.56	24.36	25.20	26.07	26.96	27.89	28.68	29.63	31.54	32.66	33.94	35.30	36.80
C41	26.51	27.48	28.49	29.54	30.62	31.75	32.65	33.82	36.07	37.44	38.97	40.61	42.42
C42	28.77	29.83	30.94	32.08	33.27	34.50	35.48	36.75	39.21	40.70	42.38	44.17	46.15
C43	31.19	32.32	33.50	34.74	36.01	37.33	38.39	39.76	42.42	44.02	45.82	47.75	49.88

2015-2017 Master Contract

The negotiated step increase for the 2016-2017 school year will become effective July 1, 2016.

2016-2017

TABLE IIB
SPECIAL COMPENSATION – OT/PT

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

<u>STEP</u>	<u>YEARS EXPERIENCE</u>	<u>HOURLY RATE</u>
A	0	17.57
B	1-2	19.90
C	3-4	22.21
D	5-6	24.50
E	7-8	26.81
F	9-10	29.12
G	11-12	31.41
H	13-14	33.72
I	15-16	36.03
J	17-18	38.32
K	19-20	41.16

CONTRACTED DAYS = 196

The negotiated step increase for the 2016-2017 school year will become effective July 1, 2016.

Board Proposal 8/1/2016

2016-2017
TABLE IIC
SPECIAL COMPENSATION – LPN AND RN

STEP	EXP	<u>HOURLY RATES</u>	
		LPN	RN
1	0	12.48	14.60
2	1	12.86	15.04
3	2	13.23	15.49
4	3	13.63	15.95
5	4	14.06	16.44
6	5	14.49	16.95
7	6	14.93	17.48
8	7	15.40	18.02
9	8	15.87	18.58
10	9	16.36	19.15
11	10	16.89	19.76
12	11	17.42	20.39
13	12	17.98	21.04
14	13	18.55	21.81
15	14	19.15	22.50
16	15	19.77	23.24
17	16	20.37	24.01
18	17	20.97	24.81
19	18	21.57	25.51
20	19	22.22	26.32
21	20	23.57	27.97
22	21	24.37	28.94
23	22	25.27	30.04
24	23	26.23	31.22
25	24	27.28	32.51

2015-2017 Master Contract

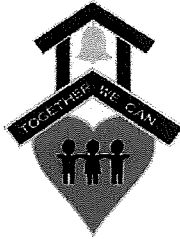
The negotiated step increase for the 2016-2017 school year will become effective July 1, 2016.

Board Salary Proposal

1 Step = \$1.2

Effective July 1, 2016

IA 8:18pm
JB



CLAY EDUCATIONAL STAFF PROFESSIONAL
ASSOCIATION, LOCAL #7408
THE HEART OF PUBLIC SCHOOLS

Clay Educational Staff Professional Association

Teresa Dixon, President

Cell: 904.742.4608

Office: 904.264.8810

1855 Wells Road

Unit 5A

Orange Park, FL 32073

The following Memorandum of Understanding amends the Collective Bargaining Agreement between the Clay Educational Staff Professional Association and the Clay County School Board.

Extended Instructional Time at Charles E. Bennett Elementary School

The provisions of this Memorandum of Understanding (hereinafter MOU) between the Clay Educational Staff Professional Association (hereinafter CESP) and the Clay County School Board (hereinafter CCSB) remain in effect for the 2016 – 2017 School Year.

The purpose of this MOU is to provide extended instructional time for all students who attend Charles E. Bennett Elementary School as mandated by DOE in July, 2016.

The following conditions will apply:

1. This will apply to all non- instructional employees of the CESP bargaining unit at the aforementioned school.
2. The work day for non-instructional bargaining unit employees at the school will be extended by twenty (20) minutes for each of the days of their 2016-17 contract beginning the individual's first contracted day or the first day of preplanning whichever comes latest.
3. Non-instructional employees at this school will be paid at their regular hourly rate of pay for the additional time worked. When applicable, existing contract language regarding overtime will apply.
4. Should an employee be unable to participate in this extension of the work day, the parties (CESP, CCSB and employee) will collaboratively work to reach an agreed upon resolution. An employee's inability to participate will have no negative effect on his/her evaluation.
5. CEB non-instructional employees considered less than one (1) full allocation will accrue leave and be charged leave based on the additional time.

Teresa Dixon,
President, CESP

Diane Kornegay,
Deputy Superintendent, CCSB

Tracy Butler
Service Unit Director, CESP