

**RATIFICATION COPY**

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**SCHOOL DISTRICT OF  
CLAY COUNTY**

**2007-2010**

**MASTER CONTRACT**

**With**

**CLAY EDUCATIONAL STAFF  
PROFESSIONAL ASSOCIATION  
LOCAL 7409**

**Including**

**2008-2009 Amendment**

**2009-2010 Amendment**

**RATIFICATION INFORMATION**  
**2009-2010 Amendment to**  
**CESPA Master Contract 2007-2010**

<b>Article</b>	<b>Language Changes</b>	<b>Page 1</b>
<u>Preamble</u>	No language change.	
<u>Article IX – Leaves</u>	Minor language cleanup and language added regarding Fitness for Duty/Medical Examination third opinion.	
<u>Article XI – Insurance Contribution Chart</u>	See 2009-2010 Chart.	
<u>Article XIII – Holidays</u>	No holiday changes; 2009 calendar dates noted.	
<u>Article XVIII – Compensation</u>	Language cleanup; language added regarding placement of support personnel in summer school positions.	
<u>Article XIX – Term of Agreement</u>	Agreement to ratify on or before February 11, 2010.	
<b><u>APPENDIX A – Payroll Dues Deduction Form</u></b>	See 2009-2010 Form.	
<b><u>APPENDIX E – SALARIES</u></b>		
<u>Table IIA – Support Pay Structure</u>	See 2009-2010 Table.	
<u>Table IIB – Special Compensation OT/PT</u>	See 2009-2010 Table.	
<u>Table IIC – Special Compensation LPN/RN</u>	See 2009-2010 Table.	
<u>Table III – Transportation</u>	Language added for placement of drivers and monitors in summer school positions.	
<u>Signature Sheet</u>	Bargaining team members’ signatures on January 21, 2010, indicating final, tentative agreement and recommendation for ratification by CESPA and the School Board.	

PREAMBLE

This Agreement is entered into this 21<sup>st</sup> day of January 2010 by and between the School District of Clay County, Florida, hereinafter called the "Board", and the Clay Educational Staff Professional Association, Local 7409, hereinafter called the "Association".

TA TR 1/21/10  
12:26

TA AB 1/21/10  
12:30

6:25 8/10/09  
T/A Gail Brussean

ARTICLE IX  
LEAVES

Board Proposal  
8/10/09

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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, 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 Section C of this Article. The Board reserves the right to request the opinion of another physician of its choice for the purpose of verifying the purpose of a leave request.
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 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 a written statement stating the day or day absent. Employees shall not be required to state reasons or nature of illness for sick leave. Sick leave must be substantiated by a physician's statement if it is requested either by the supervisor or the Superintendent.

- a. Sharing of Sick Leave: Effective 7/01/01, an employee of the District may authorize his/her spouse, child, step child, parent, step parent, sibling, step-sibling or half-sibling who is also an employee of the District to use sick leave that has accrued to the authorizing employee, subject to the following guidelines and stipulations:
1. Sick leave transfer between employees is provided for the purpose of extending paid sick leave time in the event of a personal illness or the illness of an immediate family member. A completed "Certificate of Physician or Practitioner" 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 and depletion of all the receiving employee's leave, including annual leave, if applicable.
  3. If the receiving employee 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 receiving employee. 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. Sick leave will be transferred in blocks of five (5) days.
  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. Leave donated but not used will revert to the donating 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.
8. "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.
  9. Sick leave days transferred from one family member to another under this policy may not be used for personal leave.
  10. Transferred sick leave days may not be held or used for terminal leave purposes.
  11. Sick leave transferred from one family member 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.

3. **Personal Leave With Pay**

Five (5) 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 shall be disciplined after consideration of the facts and in accordance with disciplinary procedures adopted by the Board.

5. **Emergency Leave**

a. **Definition**

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

b. **Emergency Leave With Pay**

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

c. **Emergency Leave Without Pay**

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

d. **Volunteer EMT personnel who are reimbursed for their services shall be permitted emergency leave without pay when arriving late to work due to being called to make emergency runs for life-threatening circumstances under the conditions set forth in this paragraph. When such late arrival is apparent it shall be the responsibility of this employee to call his/her supervisor in advance of the starting time of his/her School Board job. This EMT volunteer shall provide documentation to his/her supervisor substantiating that he/she is an EMT**

volunteer. If the conditions set forth above are not met, such EMT volunteer shall be subject to disciplinary measures by the School Board.

6. **Court Leaves**

Leave with pay ~~may~~ 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 filed with the ~~Personnel Division~~ Human Resources 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 when he/she has to be absent from his/her duties because of personal injury received from the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. 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. 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. The use of illness-in-the-line-of-duty 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 above.
- b. The Board shall not be liable for any compensation in this section beyond the difference between any worker's compensation award and the employee's normal daily rate of pay.
- c. Should the illness be compensable under the Worker's Compensation Law and should such convalescent period exceed the authorized illness-in-the-line-of-duty leave, the employee shall continue the approved Workers' Compensation benefit.

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 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 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 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). Leave requests must be filed with Human Resources ~~the Personnel Division~~.

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 from the physician verifying the employee's fitness for duty must be on file with the Personnel Director prior to re-employment.
2. For employees with at least twelve (12) months of service, who are eligible for benefits, leave for childbirth, adoption of a child, 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, 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. 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. Intermittent FMLA leave may be granted for medical treatment for the employee or the employee's immediate family (spouse, child, parent), within the maximum twelve (12) week leave period, with the appropriate documentation providing the medical necessity for and dates and duration of such treatment. 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.
4. 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.
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.

D. **Extended Leaves**

1. When FMLA leave expires, and extended leave beyond twelve (12) weeks 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 ~~the Personnel Division~~ and approved prior to the effective date of the leave and must be in accordance with



sections A and B of this Article. Upon return from extended leave, reassignment will be based on seniority and only to an available position in which he/she is qualified. No person shall be granted extended leave for a period longer than two (2) consecutive years.

2. **Extended Sick Leave**

An extended leave of absence for reasons of personal illness or illness of father, mother, husband, wife, or child may be granted to an employee for up to one (1) year of disability if verified by a physician or in accordance with Section D7. 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 from the physician verifying the employee's ability to return to work must be on file with the Personnel Division Human Resources prior to re-employment.

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 required as a result of the draft, enlistment or recall to serve in the armed forces of the United States shall be granted extended leave without pay, by the Superintendent or his/her designee, for such service to a maximum of four (4) years. This may be extended at the request or for the convenience of the federal government, or upon authorization of the President. An employee returning from such leave shall be returned to employment, without prejudice, provided discharge or release is under honorable 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 by not later than thirty (30) days from the date of the employee's written application for re-employment. Such employee shall be returned to his/her former position or to a similar position satisfactory to the employee and for which he/she is fully qualified.
- b. Employees who are members of the National Guard or Reserves who are called to active military service shall be granted extended leave by the Superintendent or his/her designee. Such leave shall be with full pay and benefits for the first thirty (30) calendar days. An employee returning from such leave who reapplies to be re-employed in accordance with law, shall be returned to employment without prejudice according to the provisions set forth in law.

6. **Extended Personal Leave**

There are conditions which make it reasonable for an employee to be temporarily excused from his/her contractual obligations for personal reasons. Extended personal leave may be granted for a maximum of one year and must be only for 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 the ~~Personnel Division~~ Human Resources and approved, by the Superintendent or his/her designee, prior to the effective date of leave.

7. **Extended Professional Leave**

A leave of absence for professional improvement, without salary, may be granted for any employee, upon application, for up to one (1) year and upon reapplication, for up to a second year, for the purpose of:

- 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 reasonable suspicion based upon objective factors to indicate an impairment of performance or productivity rendering the employee unable to safely and satisfactorily perform his/her complete duties and responsibilities, 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 complete duties and responsibilities 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 Support Personnel Association annually and updated accordingly. A Fitness for Duty Certificate, ~~the written results of the evaluation~~ shall be submitted by the examining physician, psychologists, or psychiatrist or laboratory facility to the Superintendent and to the employee. Otherwise, the report ~~certificate 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.

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- c. If the employee disagrees with medical examination results other than substance abuse tests, the employee may, within five (5) working days of receiving the results of the examination, provide the Superintendent with medical or psychiatric verification from the employee's own physician, psychologist or psychiatrist. In the case of substance abuse tests, the employee may, on the same day of the required test, submit to the same substance abuse test at an approved laboratory testing facility of the employee's own choosing. This second report must be received by the Division of Human Resources within three (3) days of the test and must be accompanied by sufficient information, including chain of custody documentation, for interpretation by the administration. The Superintendent will reserve the right to interpret the results of the test. An employee may not be reimbursed for the expense of any medical, psychological or psychiatric examination, or testing conducted by the employee's own physician, psychologist, or psychiatrist, or laboratory testing facility.
- d. If the employee's own doctor offers an opinion inconsistent with the report of the district's medical professional, a third opinion shall be obtained by a medical physician, psychologist, or psychiatrist selected by the employee from a list of three (3) physicians, psychologists or psychiatrists. The decision of the third physician, psychologist or psychiatrist as reflected in the written Fitness for Duty Certification shall be considered the controlling decision.
- d.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. ~~The district will be responsible for the cost of a confirmation test where initial tests are positive for substance abuse.~~
- e-f. If the information revealed by the medical examination(s) indicates that the employee cannot safely and satisfactorily perform the complete duties and responsibilities of the employee's position, 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 complete duties and responsibilities 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) When an Employee Assistance Program becomes available, the Superintendent shall consider placement in such program prior to e.2.
  - (4) Nothing in this Article shall prevent the district from taking disciplinary action in accordance with Article X of this Agreement.
- f.g. Should the employee's physical or mental impairment be corrected during the term of the employee's compulsory Extended Sick Leave and 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 Section C.7.b. of 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 Section C.1. of this Article.

**9. Bereavement Leave**

Any employee who has utilized all of their regular leave (zero leave balance) 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. It is not charged against any other leave account. Application shall be made to the Superintendent and granted by the Superintendent or his/her designee. The employee will not be paid for days not scheduled to work. In order to honor a request for bereavement leave, details about the relationship may be requested by the Superintendent, as well as appropriate documentation, such as published obituary or copy of death certificate.

**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 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 (1 1/4) days per month of employment for employees with more than five (5) continuous years but less than ten (10) continuous years of employment with Clay County or other Florida county school system.
  - c. One and one-half (1 1/2) days per month of employment for employees with more than ten (10) continuous years of employment with Clay County or other Florida county school system. In determining continuous years of service, full-time continuous service rendered in a nine-month, ten-month, and twelve-month contractual position shall be considered as continuous service.
2. Up to four (4) days of annual leave may be granted in addition to the days earned in subparagraph 1 above for use only during the Christmas holidays or the first four (4) work days in January as directed by the Superintendent.
  3. All vacation leave days on record in excess of thirty four (34) shall be voided on each employee's record at the end of each fiscal year.
  4. Procedure for Granting Vacation Leaves  
Normally one-half (1/2) year of successful continuous service shall be required before any vacation leave may be granted by the Superintendent or his county office designee and taken by the employee. Accrued vacation leave must be applied for and taken at the time of separation from active employment, except as provided under subparagraph a, below. Employees may be required to take vacation leave during the Christmas holidays or as directed by the Superintendent.
    - a. Deferred Retirement Option Program (DROP) enrollees may elect to apply for and receive either full or partial vacation leave lump sum payoffs at the time of DROP enrollment. Those electing this option will continue to accrue vacation leave during DROP participation at the accrual rate they had attained prior to DROP enrollment, and may apply for and receive a second lump sum payoff at the time of DROP termination, provided that the total vacation leave paid off with both lump sums does not exceed the maximum of accrued vacation leave permissible by the provisions of this Article.
    - b. Effective March 17, 2000, an employee who elects to enter DROP and who elects to receive a lump-sum payment for accrued annual leave upon beginning DROP participation shall have said lump-sum payment deposited into the Board-approved 401(a) Qualified Retirement Plan, subject to annual contribution limits. An employee who receives a lump-sum payment of accrued annual leave upon termination of DROP and termination of employment shall deposit said lump-sum payment into a Board-approved 401(a) Qualified Retirement Plan subject to annual contribution limits.
    - c. Effective March 17, 2000, an employee who terminates employment through regular FRS retirement shall deposit 100% of his/her terminal sick and annual leave payments into a Board-approved 401(a) Qualified Retirement Plan subject to the limits established by the Internal Revenue Service. Such deposit shall be made at the time of retirement in keeping with procedures and timelines established by Business Affairs.
  5. No more than ten (10) continuous days or thirty-four (34) total days of earned annual leave may be taken by an employee except when approved at the discretion of the Superintendent.

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Board Proposal  
 July 21, 2009

ARTICLE XI  
 INSURANCE CONTRIBUTION CHART  
 -2009-2010

Basic HMO	Employer		Employee	
Employee	\$ 239.99	<u>\$240.12</u>	\$9.32	<u>\$10.01</u>
Employee & Spouse	\$ 270.12	<u>\$265.82</u>	\$211.60	<u>\$217.49</u>
Employee & Children	\$ 261.99	<u>\$253.58</u>	\$197.56	<u>\$207.48</u>
Family	\$294.28	<u>\$348.34</u>	\$336.27	<u>\$285.00</u>
<b>Premium HMO</b>				
Employee	\$247.65	<u>\$232.03</u>	\$46.83	<u>\$61.68</u>
Employee & Spouse	\$282.64	<u>\$280.88</u>	\$286.29	<u>\$286.55</u>
Employee & Children	\$270.07	<u>\$267.93</u>	\$272.64	<u>\$273.35</u>
Family	\$306.71	<u>\$368.10</u>	\$438.91	<u>\$375.54</u>
<b>Healthfund HRA High Deductible Health Plan (HDHP)</b>				
Employee	\$ 249.01	<u>\$262.42</u>	\$61.62	<u>\$46.31</u>
Employee & Spouse	\$292.37	<u>\$328.06</u>	\$307.77	<u>\$268.41</u>
Employee & Children	\$284.44	<u>\$312.96</u>	\$288.05	<u>\$256.04</u>
Family	\$316.18	<u>\$429.95</u>	\$470.34	<u>\$351.76</u>

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**Board Proposal  
July 21, 2009**

**ARTICLE XIII  
HOLIDAYS**

- A. The annual contract year for all support personnel shall consist of no more than the number of contracted days indicated in Tables IIB, IIC, and V.
- B. The Board agrees to provide six (6) paid holidays to employees who are contracted to work nine (9) and ten (10) month contracts which range from 183, 185, 186, 188 and 196 days respectively. The Board agrees to provide seven (7) paid holidays to employees who are contracted to work eleven (11) month contracts (216 days). The Board agrees to provide nine (9) paid holidays to employees who are contracted to work twelve (12) month contracts (260 days).

The Board agrees to designate the following paid holidays for employees, with the understanding that no employee shall exceed the number of contracted days. The established holidays for 2009-2010 and 2010-2011 are as follows: ~~are listed below.~~

9-10-11 and 12 Month Employees

1. Labor Day	<del>September 1, 2008</del>	<u>September 7, 2009</u>	<u>September 6, 2010</u>
2. Veteran's Day	<del>November 11, 2008</del>	<u>November 11, 2009</u>	<u>November 11, 2010</u>
3. Thanksgiving Day	<del>November 27, 2008</del>	<u>November 26, 2009</u>	<u>November 25, 2010</u>
4. Christmas Day	<del>December 25, 2008</del>	<u>December 25, 2009</u>	<u>December 24, 2010(Observed)</u>
5. New Year's Day	<del>January 1, 2009</del>	<u>January 1, 2010</u>	<u>December 31, 2010 (Observed)</u>
6. Martin Luther King Day	<del>January 19, 2009 (Observed)</del>	<u>January 18, 2010</u>	<u>January 17, 2011(Observed)</u>

11 and 12 Month Employees Only

7. Good Friday	<del>April 10, 2009</del>	<u>April 2, 2010</u>	<u>April 22, 2011</u>
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12 Month Employees Only

8. Memorial Day	<del>May 25, 2009 (Observed)</del>	<u>May 31, 2010 (Observed)</u>	<u>May 30, 2011</u>
9. Independence Day	<del>July 3, 2008 (Observed)</del>	<u>July 2, 2009 (Observed)</u>	<u>July 5, 2010 (Observed)</u>

- C. CESPAs shall have representation on the Calendar Committee to recommend paid holiday dates. Such calendars shall continually be established one year in advance.
- D. The Board has the statutory authority to establish the school calendar and shall consider the final recommendations from the Superintendent.

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**ARTICLE XVIII  
COMPENSATION**

**Bargaining Proposal  
8/10/09**

- 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.



- TM  
AS
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 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 \$8.40 per hour. Mandatory inservice conducted outside the regularly scheduled workday or route day shall be reimbursed at the rate of \$8.40 per 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 forty (40) hours and applies only to the portion extending beyond forty (40) hours.

G. Inservice:

When approved by the Superintendent or his designee, support personnel will be paid a stipend of \$8.40, per hour for completed workshops after the normal work day.

H. Summer School:

Nine (9) and ten (10) month employees of the School Board who are employed during the summer shall be paid at either a rate equivalent to their normal rate of pay in effect at the close of the school year, or the 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.**

I-J. Contract Day:

The number of contract days in a year shall be indicated on the individual employment contract and may vary based on the needs of the district.

J. K. 1. Experience - Clay County School Board

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.

2. Experience - External [For persons employed after the date of ratification of the 1995-96 contract agreement.]

3. Clay County Teaching Experience - 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.

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

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**ARTICLE XIX  
TERM OF AGREEMENT**

This Agreement shall be signed and ratified on, or before September 10, 2008 February 11, 2010. This Agreement shall be effective from the date of ratification and shall continue in effect through June 30, 2009 2010. All economic issues shall be retroactive to the beginning of the 2008-2009 school year. The parties agree that the articles pertaining to compensation, insurance, term of agreement, any two (2) issues of the Association's choosing and any two (2) articles of the Board's choosing may be reopened for negotiations for the 2009-2010 school year by May 1, 2009. Issues for the purpose of this article must be specific, narrowly defined and clearly stated so that the problem giving rise to the issue is precisely understood by both parties. Failure to identify the two (2) issues to be reopened each school year as stipulated above will result in effective closure of negotiations for that school year. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**CLAY EDUCATIONAL STAFF  
PROFESSIONAL ASSOCIATION  
LOCAL 7409**

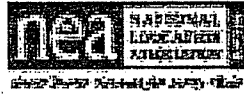
**SCHOOL DISTRICT OF CLAY COUNTY**

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# Clay Educational Staff Professional Association

## Local # 7409

### 2009 - 2010

SCHOOL/WORKSITE: \_\_\_\_\_ SSN: \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE # \_\_\_\_\_

E-MAIL \_\_\_\_\_ @ \_\_\_\_\_

NATIONAL DUES	\$ 96.00
STATE DUES	\$ 104.09
FLORIDA AFL-CIO	\$ 6.00
NF CLC	\$ 3.60
SERVICE UNIT (NEFSU)	\$ 38.50
LOCAL	\$ 92.87
20 DEDUCTIONS OF	\$ 17.06

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

**MEMBER'S SIGNATURE**

**DATE**

\_\_\_\_\_

\_\_\_\_\_

**BUILDING REP/RECRUITER**

**DATE MEMBERSHIP RECORDED**

Please return completed application to your Building Rep or to NEFSU, 2301 Park Avenue, Suite 305; Orange Park, Florida 32073

**TABLE IIA**  
**THE SCHOOL DISTRICT OF CLAY COUNTY**  
**2009-2010**  
**SUPPORT PERSONNEL PAY STRUCTURE**  
**STEPS 1-25**

	SALARY SCHEDULE WITH STEP 25																								
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	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 9/10	8.58	8.84	9.09	9.35	9.63	9.90	10.19	10.48	10.78	11.10	11.43	11.77	12.13	12.50	12.87	13.27	13.66	14.07	14.47	14.89	15.79	16.27	16.85	17.47	18.14
A12 9/10	9.30	9.57	9.84	10.13	10.43	10.74	11.03	11.37	11.70	12.03	12.38	12.75	13.13	13.51	13.91	14.32	14.75	15.19	15.62	16.07	17.03	17.55	18.18	18.85	19.57
A13 9/10	10.08	10.38	10.68	10.99	11.32	11.64	11.97	12.32	12.68	13.05	13.43	13.83	14.25	14.66	15.10	15.55	16.01	16.49	16.96	17.45	18.50	19.06	19.75	20.47	21.26
B21 9/10	10.68	11.02	11.37	11.73	12.10	12.49	12.87	13.29	13.71	14.13	14.58	15.04	15.52	16.00	16.51	17.03	17.56	18.12	18.63	19.20	20.38	21.05	21.84	22.67	23.56
B22 9/10	11.36	11.71	12.09	12.48	12.86	13.27	13.69	14.12	14.57	15.03	15.52	16.01	16.56	17.08	17.63	18.21	18.81	19.42	19.97	20.60	21.89	22.62	23.47	24.38	25.38
B23 9/10	12.06	12.42	12.82	13.23	13.68	14.09	14.53	15.01	15.47	15.97	16.46	17.00	17.53	18.09	18.67	19.27	19.88	20.51	21.10	21.75	23.09	23.86	24.75	25.70	26.73
B24 9/10	12.80	13.22	13.64	14.07	14.52	14.99	15.46	15.96	16.44	16.98	17.51	18.07	18.65	19.24	19.85	20.48	21.13	21.81	22.43	23.13	24.56	25.37	26.32	27.32	28.42
B31 9/10	13.87	14.34	14.83	15.35	15.86	16.40	16.98	17.55	18.14	18.77	19.45	20.13	20.84	21.58	22.34	23.12	23.94	24.78	25.49	26.36	28.08	29.09	30.25	31.48	32.84
B32 9/10	15.65	16.20	16.75	17.33	17.92	18.53	19.17	19.83	20.51	21.22	21.96	22.71	23.51	24.31	25.15	26.02	26.91	27.84	28.63	29.58	31.49	32.61	33.89	35.25	36.75
C41 9/10	17.13	17.77	18.41	19.09	19.80	20.52	21.28	22.07	22.87	23.72	24.59	25.52	26.46	27.43	28.44	29.49	30.57	31.70	32.60	33.77	36.02	37.39	38.92	40.56	42.37
C42 9/10	18.59	19.26	19.96	20.72	21.47	22.26	23.10	23.95	24.83	25.73	26.69	27.69	28.72	29.78	30.89	32.03	33.22	34.45	35.43	36.70	39.16	40.65	42.33	44.12	46.10
C43 9/10	20.16	20.91	21.68	22.48	23.30	24.16	25.04	25.99	27.03	27.93	28.96	30.03	31.14	32.27	33.45	34.69	35.96	37.28	38.34	39.71	42.37	43.97	45.77	47.70	49.83

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TABLE IIA  
 THE SCHOOL DISTRICT OF CLAY COUNTY  
 2009-2010  
 SUPPORT PERSONNEL PAY STRUCTURE  
 STEPS 1-12

BIG	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	\$8.58	\$8.84	\$9.09	\$9.35	\$9.63	\$9.90	\$10.19	\$10.48	\$10.78	\$11.10	\$11.43	\$11.77
A12	9.30	9.57	9.84	10.13	10.43	10.74	11.03	11.37	11.70	12.03	12.38	12.75
A13	10.08	10.38	10.68	10.99	11.32	11.64	11.97	12.32	12.68	13.05	13.43	13.83
B21	10.68	11.02	11.37	11.73	12.10	12.49	12.87	13.29	13.71	14.13	14.58	15.04
B22	11.36	11.71	12.09	12.48	12.86	13.27	13.69	14.12	14.57	15.03	15.52	16.01
B23	12.06	12.42	12.82	13.23	13.68	14.09	14.53	15.01	15.47	15.97	16.46	17.00
B24	12.80	13.22	13.64	14.07	14.52	14.99	15.46	15.96	16.44	16.98	17.51	18.07
B31	13.87	14.34	14.83	15.35	15.86	16.40	16.98	17.55	18.14	18.77	19.45	20.13
B32	15.65	16.20	16.75	17.33	17.92	18.53	19.17	19.83	20.51	21.22	21.96	22.71
C41	17.13	17.77	18.41	19.09	19.80	20.52	21.28	22.07	22.87	23.72	24.59	25.52
C42	18.59	19.26	19.96	20.72	21.47	22.26	23.10	23.95	24.83	25.73	26.69	27.69
C43	20.16	20.91	21.68	22.48	23.30	24.16	25.04	25.99	27.03	27.93	28.96	30.03

TABLE IIA  
 THE SCHOOL DISTRICT OF CLAY COUNTY  
 2009-2010  
 SUPPORT PERSONNEL PAY STRUCTURE  
 STEPS 13-25

BIG	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	\$12.13	\$12.50	\$12.87	\$13.27	\$13.66	\$14.07	\$14.47	\$14.89	\$15.79	\$16.27	16.85	17.47	\$18.14												
A12	13.13	13.51	13.91	14.32	14.75	15.19	15.62	16.07	17.03	17.55	18.18	18.85	19.57												
A13	14.25	14.66	15.10	15.55	16.01	16.49	16.96	17.45	18.50	19.06	19.75	20.47	21.26												
B21	15.52	16.00	16.51	17.03	17.56	18.12	18.63	19.20	20.38	21.05	21.84	22.67	23.58												
B22	16.56	17.08	17.63	18.21	18.81	19.42	19.97	20.60	21.89	22.62	23.47	24.38	25.38												
B23	17.53	18.09	18.67	19.27	19.88	20.51	21.10	21.75	23.09	23.86	24.75	25.70	26.73												
B24	18.65	19.24	19.85	20.48	21.13	21.81	22.43	23.13	24.56	25.37	26.32	27.32	28.42												
B31	20.84	21.58	22.34	23.12	23.94	24.78	25.49	26.36	28.08	29.09	30.25	31.48	32.84												
B32	23.51	24.31	25.15	26.02	26.91	27.84	28.63	29.58	31.49	32.61	33.89	35.25	36.75												
C41	26.46	27.43	28.44	29.49	30.57	31.70	32.60	33.77	36.02	37.39	38.92	40.56	42.37												
C42	28.72	29.78	30.89	32.03	33.22	34.45	35.43	36.70	39.16	40.65	42.33	44.12	46.1												
C43	31.14	32.27	33.45	34.69	35.96	37.28	38.34	39.71	42.37	43.97	45.77	47.70	49.83												



2009 - 2010  
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	17.52
B	1-2	19.85
C	3-4	22.16
D	5-6	24.45
E	7-8	26.76
F	9-10	29.07
G	11-12	31.36
H	13-14	33.67
I	15-16	35.98
J	17-18	38.27
K	19-20	41.11

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TABLE IIC  
SPECIAL COMPENSATION  
LPN AND RN

STEP	EXP	HOURLY RATES	
		LPN	RN
		9/10	9/10
1		12.43	14.55
2	1	12.81	14.99
3	2	13.18	15.44
4	3	13.58	15.90
5	4	14.01	16.39
6	5	14.44	16.90
7	6	14.88	17.43
8	7	15.35	17.97
9	8	15.82	18.53
10	9	16.31	19.10
11	10	16.84	19.71
12	11	17.37	20.34
13	12	17.93	20.99
14	13	18.50	21.76
15	14	19.10	22.45
16	15	19.72	23.19
17	16	20.32	23.96
18	17	20.92	24.76
19	18	21.52	25.46
20	19	22.17	26.27
21	20	23.52	27.92
22	21	24.32	28.89
23	22	25.22	29.99
24	23	26.18	31.17
25	24	27.23	32.46

Rules for implementarion of this salary schedule, for 2009-2010 are identical to those in Table I, "Rules for Implementation of Support Salary Schedule.

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**TABLE III  
Transportation**

**Board Proposal  
8/10/09**

1. Contract drivers shall be compensated for a minimum of six (6) hours of work per day during the regular school year and for a minimum of five (5) hours of work while working under a summer work contract. The Director of Transportation will consider attendance, experience, and seniority when staffing summer school based on student needs. The assigned hours shall include thirty (30) minutes of non-driving time which shall be used for the purpose of maintenance, safety checks and paperwork. Drivers will be compensated for other non-driving work after a time review by the Department of Transportation in accordance with applicable rules of the Fair Labor Standards Act.
2. Bus drivers assigned routes affecting schools in other counties having school calendars which differ from the Clay County calendar shall be eligible for the same contract and benefits and for the same length of work year and work day as bus drivers assigned routes affecting only schools operating under the traditional calendar in Clay County. When such drivers must drive routes during the intersession periods in such other counties, pay will be determined in accordance with current practice for summer school pay.
3. Contract bus monitors (ESE Aides assigned to buses) shall be compensated for a minimum of four (4) hours of work per day, including days under summer work contracts, and for assigned field trips beyond the working day, \$8.40 per hour.
4. Any work, except field trips, assigned beyond a maximum of 7.5 hours shall be compensated at the rate of 1.5 (one and one-half) times the driver's hourly rate of pay.
5. Paragraph one (1) shall not apply to part-time bus drivers who are employed only for morning, afternoon or extra trip routes, but shall be paid on an hourly basis. Experience credit shall not be earned for such part-time employment.
6. Field Trips: Compensation to contract drivers shall be under the following conditions:
  - a. One voluntary master list consisting of short, long (per diem) and overnight trips of contract bus drivers by geographic area and by seniority, and an all inclusive master list by seniority of contract bus drivers shall be maintained by the Director of Transportation for the purpose of field trip selection. If all contract drivers on the voluntary geographic list refuse a field trip assignment, the Director of Transportation shall utilize the all inclusive list for field trip assignment. The voluntary geographic list will be a rotating list. Persons selected from the all inclusive list shall be permitted one refusal. After the initial all inclusive list has been exhausted, the Director of Transportation may assign a field trip to a contract driver on a mandatory basis. Each contract driver assigned a trip, either voluntary or mandatory, shall be placed on the bottom of the all inclusive list once an assignment is completed.
  - b. On non-working days, field trips shall be compensated at \$8.40 per hour.
  - c. On each working day of the assigned field trip, if a driver's normal assignment is a minimum working day of six (6) hours, he/she shall be paid at the rate of \$8.40 per hour for assigned field trips for each hour beyond the minimum assigned six (6) hours.
  - d. On each working day of the assigned field trip, if the driver's normal assignment is a regular working day greater than six (6) hours, he/she shall be paid at his/her regular rate up to 7.5 hours and \$8.40 per hour for each hour beyond 7.5 hours.
  - e. Bus drivers shall apply for TDE for any portion of the day during which an extra trip infringes on their regular run.
  - f. Overnight trips shall be defined as any trip requiring the driver to sleep over prior to return.
  - g. Overnight trips shall be compensated at field trip rates with no compensation for "sleeping" time. Per diem shall be paid as applicable.
  - h. If field trips are canceled after the driver arrives at school, the driver shall be compensated as stated above for two (2) hours at the field trip rates.
7. The hourly rate of pay for staff meetings, inservice and for parent conferences shall be \$ 8.40 per hour, or the current minimum wage, whichever is greater. Such pay shall be in accordance with the Compensation Article.
8. Overtime payments at time and one-half for meetings and inservice as outlined in the Compensation Article and for extra (field) trips as outlined herein shall apply only when the work week extends

beyond 37.50 hours and only to the portion extending beyond 37.50 hours.

9. Placement of drivers and monitors in summer school positions when allocated shall be based on the following criteria: work attendance/absenteeism nine days or less during the regular school year, ESE experience and training, compatibility to the needs of the ESE students on the route, and all else being equal, seniority. Applicants must be able to work the entire summer contract period.

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

Date Signed: January 21, 2010

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

Denise Adams  
R.F. "Bob" Zeman  
Joni A. My  
Donna J. Harnish  
Paul B. Finkbeiner  
   
   
   
   
 

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

Joni R. B.  
Peggy Suther  
Kelly D. Hatty  
Sandra Higgins  
Bill Harper  
Mildred McEliff  
Bilkyia  
Arl Brussell