

Bargaining Agreement
Between
The School Board of Nassau County, Florida
and
Nassau Educational Support Personnel Association
2021-2024

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PREAMBLE

This contract made and entered into this 31st day of March 2022, by and between the Nassau County School Board, hereinafter called the "Board" and the Nassau Educational Support Personnel Association, hereinafter called the "Union".

ARTICLE I - RECOGNITION

The Board hereby recognizes the Nassau Education Support Personnel Association as the sole and exclusive bargaining representative for all regular employees included in the unit in the PERC certification order in case number RC-89-079, Certificate #899 May 10, 1990. The term "employee" as used hereinafter shall refer to all employees represented by the Union in the bargaining unit. Such employees include: Accountants, Aides, Attendance Aides, Bookkeeping Machine Operator, Bus Drivers, Custodians, Financial Secretary, Maintenance Helpers, Maintenance Workers, Mechanics, Purchasing Coordinator, Receptionist, School Food Service Workers, Secretaries, Warehouse and Property Records Coordinator. Any organization may challenge by election the rights of the exclusive representative. The eligibility and procedures for such challenges shall be according to Florida State Law.

ARTICLE II - NEGOTIATIONS

- A. Negotiations shall begin no later than June 15 during the year that the term of this agreement expires or is subject to re-opening upon written request from the Union President to the Board requesting that negotiations as called for take place prior to said date.
- B. In any negotiations described in this agreement, neither party shall have any control over the selection of the negotiating representatives of the other party who shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions to reach tentative agreements.

ARTICLE III - MEMBERSHIP

- A. Members of the bargaining unit have the right to organize, join, and support any employee organization or the right to refrain from such activities. Membership in any organization shall not be a condition of employment, nor shall it act in any way to deny or restrict individual rights or freedom of choice.
- B. 1. a. The Union through its local officers and members shall request in writing the right to use school office equipment. The equipment to be used shall be designated by the approving authority. Equipment authorized for use shall be typewriters, copy machines, calculators, and audio-visual equipment. Email may be used for official Union business only and messages, including attachments, must pertain to official Union business and may not be political campaign material nor derogatory of persons or organizations. The Union agrees to adhere to the Nassau County School Board Acceptable Use Agreement relating to the use of email.
- b. The parties agree that all computer equipment (hardware and software) designated for Union business may only be used in accordance with the Acceptable Use Policy signed by each employee which states in part that use of the digital network will be in support of education and research consistent with district policy and may not be used for political lobbying.
- c. The Union agrees that the equipment to be used shall be used on the premises where the equipment is located and that all materials and supplies to be used shall be furnished by the Union prior to or at the time of usage.
- d. Finally, the Union agrees that it shall hold the Board harmless from any action taken or not taken under this provision that results in injury to any employee or other person during the course of such usage or while the equipment is under possession and/or control of the Union. Further, the Union agrees to pay and be responsible for any damage or loss, or misuses of equipment that results in damage or loss, and that such usage when approved by an approving authority shall be for routine non-inflammatory usage by the Union and will be in accordance with the Acceptable Use Policy as distributed and signed by each employee. When utilizing this equipment, each employee specifically understands there is a limited expectation of privacy.
2. It is the intent of the parties that the Union shall have the right to use the equipment as called for herein upon reasonable request when said equipment is not being used by the Board and/or its designees. Only employees of the school district shall have access to or operate such equipment.
- C. The Union shall have one (1) bulletin board assigned to it at each campus and also one (1) at each bus garage and one (1) at each maintenance shop designated for Union use. The Union shall be responsible for posting, maintaining, policing, and removing material from said bulletin boards, and it is further agreed that only routine information of a non-inflammatory

or non-derogatory nature will be posted. If in the opinion of a Principal or Supervisor, material as posted violates this provision, said Principal or Supervisor shall have the right to remove said material after notifying the Building Representative of the removal of information by the Principal or Supervisor.

- D. The Union shall have the right to use school buildings for meetings after the end of the regular workday, provided prior request in writing is made to and approved by the administrative head of the facility, if there is no conflict with previous meetings. The Union shall reimburse the Board for any use that exceeds routine custodial and operating expenses of such school buildings. Continued use of the school buildings shall be contingent upon Board policy relative to use by all organizations. Requests for use of equipment shall be made simultaneously with the request for use of all buildings so that approval can be given, and the equipment made available. The Union agrees to repair or replace all facilities or equipment damaged by the Union or its representatives.

The Union guarantees the Board that any facility when used shall be left in the condition received for usage by the Union or the Union shall be responsible for returning such facility to the condition received in compliance with this section.

- E. Building visits by authorized Union representatives during the normal working day, whatever their purpose, shall take place only by prior arrangement with the administrative head of the facility. In no event shall Union business or Union representatives interfere with or disrupt normal operations.
- F. The Union may use the school system's inter-building mail service under the following conditions:
1. All Union correspondence will be addressed to a building representative, bear a return address, and be contained in a single envelope.
 2. Each building representative shall be responsible for placing Union correspondence in Union mailboxes and for consolidating outgoing Union mail in a single envelope marked as to origin and destination.
 3. Mail service will be limited to the normal, routine inter-building delivery. No Union mail will be accepted if it requires special handling, route deviation, or additional costs to the Board.
 4. Material to be placed in such mail shall be limited to official Union business. The material shall not be inflammatory or derogatory in nature.

It is clearly understood that in the event such inclusion of this section in the contract violates federal or state statutes or regulations, such section shall be deleted in its entirety.

- G. Upon written authorization by an employee, the Board will deduct Union membership dues

and uniform assessments from his or her salary. The employer will deduct the sum authorized in twenty-four (24) equal installments starting with the first paycheck for 10-month personnel in each school year in which dues and/or uniform assessments or all other payroll deductions are to be deducted. The Board agrees to remit Union dues and/or uniform assessments once deducted to the Union within ten (10) working days after the end of the month in which the dues and/or uniform assessments have been deducted. Members who join after the beginning of the school year will submit authorization form (appendix A) and shall have deducted from their salary the remaining installments from the school year in which the authorization is submitted.

The Union shall submit authorization forms for dues deductions for new members prior to the first deduction payroll due date as established by the Business Office so that the Board may deduct membership dues from member salaries in keeping with this provision. All such authorization shall be continued from year to year unless canceled in writing by a member. Such cancellation notice shall be given to the Business Office not later than 30 days prior to the effective date of said cancellation of dues deduction to allow adequate processing time.

An employee may terminate his/her dues deductions and uniform assessments at any time during the year, providing he/she submits a request in writing thirty (30) days in advance of such termination. Upon termination of employment during the school year the dues and/or uniform assessments will be automatically terminated.

In all cases of termination, the Board shall notify the Union of such termination of dues and/or uniform assessments with the next payment made to the Union after said termination.

Finally, the parties agree that the Board shall be acting in reliance on information supplied or not supplied by the Union. Consequently, the Union and each and every member of the Union and bargaining unit shall hereby agree to indemnify and hold harmless for any action taken or not taken for any liability, tort, or other form or cause of action by any person, corporation, or agent against the Board, the Superintendent, agents, or employees thereof by any person, etc. for any purpose relating to the provision.

- H. Board approved payroll deductions shall be offered to members of the Unit who are qualified for that deduction.
- I. Thirty (30) days total professional leave for Association business may be utilized in a school year by the President or designees provided all expenses connected with such absence and full cost of the substitute shall be borne by the Association. No individual may take more than twenty (20) days of this leave in one school year. The Association President shall provide two (2) days notification prior to use of such leave except in cases of emergency.
- J. The Board shall provide the Union with a copy of Board agendas and minutes at the same time they are distributed to the Board members and administrative staff.

ARTICLE IV - GRIEVANCE PROCEDURE

A. GENERAL

The purpose of this procedure is to secure, at the lowest possible administrative level, resolution to any dispute which may arise concerning the proper interpretation and application of this contract. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

1. Time Limits

The time limits as called for herein shall be considered the maximum time limits to be used for grievance processing. Extensions may be granted by mutual agreement in writing at level one or two. Each party shall attempt to expedite grievance processing.

2. Workday

For the purpose of this article, a workday shall be defined as a day on which the county office is open.

3. Filing

The grievant shall file on the district grievance form which must be completed prior to filing acceptance by the appropriate step.

4. Processing

Grievances not timely filed or processed to the next step by the grievant, shall be considered settled. Grievances not timely responded to shall permit processing to the next step.

5. Settlement Meeting

Either the grievant or the appropriate administrator in Step I and Step II shall have the right to request a settlement meeting at the appropriate step. Such request must be made during the applicable response period of the party making the request. If such request is made it shall be made in writing, forwarded by the other party and a meeting shall be set at a mutually agreeable time that will not delay possible processing to the next step. Such a meeting shall be between the grievant and appropriate administrator. However, both parties may have one additional representative present.

6. Requirements

a. A grievance shall be filed in a timely manner and shall be an alleged violation, misapplication, or misinterpretation of a specific article or section of this Agreement. A grievance shall be filed by a member or members of the bargaining unit by name. The Union may file a grievance on behalf of a member(s), however; such grievance form must include all information needed to resolve the grievance including the name(s) of the person(s) aggrieved. Any grievance form that is incomplete will not be processed through these procedures.

- b. A grievant may process his/her own grievance at all levels as called for herein and may have a representative present at all levels. However, a grievant who is a member of the Union may have a Union Representative present at all levels. The Association reserves the right to be present at all levels beyond Level I.
7. Informal Resolution: Nothing contained herein shall preclude or prevent the grievant(s) from seeking resolution of the alleged grievance informally with the immediate supervisor during the fifteen (15) workdays immediately following the event or events giving rise to the grievance.

B. Procedures

1. Step I

- a. To file a grievance, the grievant(s) shall file with the appropriate immediate supervisor a properly completed and signed grievance form within fifteen (15) working days of the date of event giving rise to the grievance. The appropriate immediate supervisor shall have fifteen (15) working days after such filing to respond to the grievant(s) in writing.

- b. Forwarding

All grievances shall be filed at Step I. Grievances that cannot be settled or resolved at Step I shall be forwarded by the Step I administrator to Step II within fifteen (15) workdays of receipt from the grievant(s) of the properly filed grievance.

Such grievances require no other action by the Step I administrator other than forwarding to the appropriate step as called for herein and notifying the grievant(s) in writing of his/her action to forward the grievance including the date of the forwarding.

All other grievances that can be settled or resolved at Step I shall be processed in accordance with the grievance procedure as applies.

2. Step II

- a. If the grievant is dissatisfied with the response at Step I or if no response is timely given, the grievant may within fifteen (15) working days process the grievance to Step II, the Superintendent of Schools, by submitting said grievance to the office of the Superintendent no later than the end of final workday as called for herein.
- b. The Superintendent of Schools or her/his designee shall have fifteen (15) workdays to respond to the grievant in writing. A workday shall be defined as a day on which the county office is open.

3. Exception

The Superintendent and NESPA President may agree to process grievances directly to Step II under exigent circumstances.

4. Step III

Step III A (Mediation of Termination)

- a. If the subject of the grievance is termination as the result of unsatisfactory evaluation [See Article VII section F] and the grievant is dissatisfied with the response at Step II or if no response is timely given, the grievant may, within fifteen (15) working days, notify the office of the Superintendent using the district's grievance form, that s/he is requesting grievance mediation by the Federal Mediation and Conciliation Service (FMCS).
- b. If both parties to the grievance agree to the mediation request, the parties shall jointly submit such request to the FMCS.
- c. The FMCS shall schedule the mediation within a reasonable period of time but no later than within twenty (20) workdays after receipt by the FMCS for such mediation unless otherwise agreed to by the parties. The mediation shall be conducted under the rules of the FMCS.
- d. The timelines of the Step II and Step III B grievance procedures that relate to binding arbitration shall be waived until 10 days after the conclusion of Step III A.
- e. Restrictions and Limitations
 - 1) Evidence not produced in Step I or II by a party shall not be offered in mediation.
 - 2) The judgment of the evaluator leading to the rating shall not be mediated. However, the process may be subject to review.
 - 3) The mediator shall not have the power to recommend an addition to, subtraction from, or alteration of the terms of the agreement or to recommend the alteration of the evaluation results of the grievant.
 - 4) The mediator shall only have authority to mediate the termination issue presented for mediation by the parties and shall not have the power or authority to create or alter the issue of the parties or the issue as perceived by each party.
 - 5) The employment of the grievant shall not be extended beyond the end of the contract year as the result of the time required for the grievance and mediation procedure.
- f. The final results of the mediation process shall be presented to the School Board for its final decision. The decision of the School Board shall be final unless appealed by the grievant to Step III B, Binding Arbitration.

Step III B (Binding Arbitration)

- a. 1) If the grievant is dissatisfied with the response at Step II or if no response is timely given, the grievant may within fifteen (15) working days notify the office of the Superintendent using the district's grievance form, that the grievance is being arbitrated.

2) Any grievant wishing to file an arbitration shall do so within twenty (20) workdays after the Step II response or failure to respond by the Superintendent of Schools. The grievant shall forward one copy of the filing request to the office of the Superintendent and the Union office when notice is filed with the American Arbitration Association. Such notice of filing to the American Arbitration Association shall be by certified mail and the date noted on the copies to the office of the Superintendent and the Union office.
- b. It shall be the responsibility of the grievant to notify the American Arbitration Association who shall conduct said arbitration in accordance with its rules.
- c. Unless otherwise mutually agreed to in writing by the parties, the Arbitrator shall be required to hold a hearing within twenty (20) workdays or as soon as practicable after selection from the American Arbitration Association list. Selection shall be by alternately striking names until the name remaining is the Arbitrator, or by individual striking of separate lists and returning such struck list to the American Arbitration Association.
- d. The Arbitrator shall be required to submit his/her award report no later than twenty (20) workdays after the close of the hearing or receipt of post hearing briefs if such brief is requested by either party.
- e. Restrictions and Limitations of Arbitration
 - 1) Evidence not produced in Step I or II by a party shall not be offered in arbitration.
 - 2) The Arbitrator shall not have the power to add to, subtract from, or alter the terms of the agreement, or alter the evaluation results of the grievant.
 - 3) The Arbitrator shall only have authority to arbitrate the issue presented for arbitration by the parties and shall not have the power or authority to create or alter the issue of the parties or the issue as perceived by each party. In the event the issues of the party are separate, the arbitrator shall rule on all issues as submitted that are in keeping with his statutory and contractual authority.
- f. The cost of the services of the arbitrator, including per diem expenses, if any, and actual necessary travel, subsistence expenses, and the cost of the hearing room, shall be borne equally by the Board and the Union; however, if the grievant chooses to take the grievance to arbitration without the consent of the Union, the grievant shall absorb all cost. All other expenses of the arbitration, such as the cost of transcripts, shall be borne by the requesting party.

- g Employees (grievants, Association representatives, etc.) whose presence is required at the arbitration hearing shall be excused with pay from their normal duties in order to attend the hearing.
- h All decisions of the Arbitrator shall be final and binding on the parties in keeping with the statutes as apply.

ARTICLE V - VACANCIES, TRANSFERS AND REDUCTION OF PERSONNEL

A. Definitions

1. Seniority shall be defined as the length of continuous employment in the Nassau School District. Continuous employment shall not be interrupted by Board approved leaves under this contract. The following priorities shall be utilized in determining seniority:
 - a. Date of Hire
 - b. Date of Recommendation by Supervisor
 - c. Date and timestamp of Application
 - d. Date of Recommendation as a Substitute in the Same Job Category
2. Vacancy shall be defined as a position left unfilled because of promotion, resignation, retirement, termination, new staffing or new operation start-up.

B. Posting

1. All vacancies as defined herein shall be posted except for vacancies created by a transferring employee, by positions that could create a bumping situation during the school year, by temporary openings, or by resignations created by employees who provide less than fifteen (15) working days written notice to his/her supervisor and Director of Human Resources prior to the effective termination date.
2. All vacancies shall be posted and held open for five (5) weekdays provided at least two (2) days of the posting, including the closing day are on district workdays.
3. The posting list shall be posted in each work area in which a bulletin board for the Union has been provided and should include the job classification, range of pay, and work location.

C. Processing Voluntary Transfers

1. All transfer requests shall be made in writing on the prescribed form (Appendix F) by the employee and submitted to the receiving and releasing administrators. Employees should discuss the transfer request with both administrators.
2. Transfer applications for the posted position shall be accepted for five (5) working days including the day of the posting by the receiving administrator for approval or rejection. Positions on the posted list shall be filled after said time except in the case of a transfer on appeal.

3. Transfer applications shall apply only to the posted positions. The transfer request will not be retained for future posting as each position transfer request sought shall require a new application.
4. The receiving administrator is not required to review transfer requests if they are presented less than three days prior to the written termination date of the leaving employee.
5. The positions of air conditioning, refrigeration, heating and electricians may be permanently filled immediately for emergency reasons or for extenuating circumstances. The Superintendent of Schools shall consult with the Union if a position is filled by reason of this section. The Union may grieve the filling of positions by this section.
6. Except as otherwise necessitated by extenuating circumstances, properly submitted and timely filed request for transfer to fill a vacant position shall be reviewed prior to a vacant position being permanently filled.
7. If the transfer is approved by the receiving administrator, the employee shall then contact the releasing administrator and present the approved transfer form. If the releasing administrator is receptive to the transfer, he shall approve the request and submit it to the Superintendent and Board for approval. If the releasing administrator denies the transfer request, he or she must provide written notification of the reason for such denial within five (5) working days. This notification must be attached to the transfer request form and a copy shall be provided to the employee and the receiving administrator.
8. If a release is not approved by the releasing administrator, an employee may, within two (2) working days after the posting period present their appeal in writing to the Superintendent and Human Resources Director, or their designees, who shall confer with the employee and administrator and either reject or approve the request within three (3) working days. The decision shall be binding and non grievable.

D. Criteria for Selection

1. Any presently employed employee who is qualified to fill a vacant position by meeting the criteria established for the position satisfactorily and who proves capable of filling such position while currently employed in another position in the Nassau County Schools without in any way adversely affecting job performance of the presently held position or adversely affecting assigned duties or responsibilities may apply for and be considered for such position.
2. Selection shall be made based on criteria as established by the office of the Superintendent and any such applicant shall be considered along with all other applicants applying for a position in the Nassau County Schools.
3. In the Board's determination in filling a posted vacant position, serious consideration shall be given to qualified current employees. Employees currently working in the Nassau

County Schools who meet all criteria as established herein shall be given priority consideration in the selection process to fill vacant positions.

4. Voluntary transfer shall be based on seniority providing merit and ability are equivalent whenever two or more employees request transfer to the same position.
5. Transfer requests shall not be accepted for any position that could create a bumping situation during the school year.
6. No temporary employee shall be employed as full-time personnel before the vacancy is posted in keeping with this article.
7. The Superintendent shall have the option to temporarily fill the vacancy for at least fifteen (15) working days.

E. Involuntary

Involuntary transfers shall be made only in the event of a reduction in personnel or to utilize personnel in an appropriate and efficient manner as determined and recommended by the Superintendent to the Board. The district shall solicit and consider voluntary transfers to meet program needs prior to making involuntary transfers. No employee shall realize a decrease in their hourly rate of compensation due to an involuntary transfer.

F. Reduction in Personnel

1. Reduction in force shall take place when the Superintendent of Schools:
 - a. Announces that a reduction in force is to take place.
 - b. Determines and announces the type of reduction to take place as:
 - 1) System-wide
 - 2) Building-wide
 - 3) Departmentally
 - 4) Any combination of 1), 2), and 3) herein by title and/or position
 - c. Notifies any employee or group of employees that an employee or group of employees is being dismissed under this provision.
 - 1) In determining who shall be dismissed the Superintendent of Schools may take into consideration first voluntary retirement, the experience of any employee who is being dismissed but retention of any employee shall first be made on the basis of merit and ability as demonstrated by performance evaluations with the clear understanding that the decision to retain or dismiss an employee on the basis of merit and ability shall be in the sole discretion of the Superintendent of Schools. For the purpose of distinguishing the value of ratings in performance evaluations, ratings of Outstanding and Satisfactory shall be considered of equal value.

- 2) In the event that the Superintendent of Schools deems that both merit and ability as demonstrated by performance evaluations are equal between the employees she/he will take into consideration the total experience of any employee eligible for dismissal which shall be construed to mean all experience that has been verified as like experience for the alternative and at the sole discretion of the Superintendent of Schools, all experience in Nassau County Schools in a position in which the employee has worked. Experience from outside the system not directly applicable and verified prior to a reduction in force shall not be counted during a reduction in force.
2. There shall be no bumping during a reduction in force.
3. There shall be no voluntary transfer during a reduction in force.

G. Recall

Any employee who is laid off from the work force as result of a reduction in force shall have the following rights and obligations.

1. The employee shall be placed on a preferential substitute and hiring list for a total of eighteen (18) full months from the effective date of reduction in force.
2. The employee on a recall list shall be offered recall if a position of the type from which he/she was laid off becomes vacant. The same seniority as was used to reduce shall be used to recall.
3. An employee may refuse one (1) recall without affecting his/her position on the recall list if the position offered is on the other side of the county. The Hilliard/Bryceville/Callahan area shall be considered one side of the county, and the Yulee/Fernandina Beach area shall be considered the other side of the county.
4. The employee shall report for work within ten (10) workdays after receiving notice by certified mail of any available position except as in 3 above. Failure to report for work as described herein shall constitute a resignation without recourse by the employee and there shall be no further consideration given by the Board for employment for the employee during the recall period and the employee's name would be struck from the list.
5. A terminated employee who fails to respond to a recall shall not be precluded at a future date from seeking new employment with the Nassau County Schools as a new applicant subject to all terms and conditions of said application as would be in effect at the time of the application.

ARTICLE VI - LEAVES

A. Paid Leaves

1. Sick Leaves

- a. The employee shall be credited with four (4) days of sick leave at the end of the first month of employment of each contract year and shall thereafter be credited for one (1) day of sick leave for each month of employment which shall be credited to the employee at the end of the month and which shall not be used prior to the time it is earned and credited to the employee. Further, the employee shall not earn more than the total of one (1) day of sick leave times the number of months of employment during the year of employment; therefore, by way of example a ten (10) month employee would earn a total of ten (10) days if all ten (10) months were worked by the employee. Termination accrual and withholding shall be in accordance with §1012.61 (2) (a), F.S. The employee shall be required to check the box marked "Sick Leave" on the supplied form, upon return to work to receive compensation for said leave. Sick leave may be used for pregnancy. Unused sick leave days shall accumulate from year to year.
- b. In accordance with Nassau County School Board policies, an employee may authorize his or her spouse, child, parent, or sibling, who is also an employee of the Nassau County School Board, to use sick leave that has accrued to the authorizing employee, provided that the recipient may not use the donated sick leave until all of his or her sick leave has been depleted, excluding sick leave from a sick leave pool, if the recipient participates in a sick leave pool. Donated sick leave under this paragraph shall have no terminal pay value as provided in Article X Section D (Terminal Sick Leave Pay).
- c. An employee may donate up to fifty percent (50%) of his/her accumulated sick leave, not to exceed twenty-five (25) days, to another employee (recipient) who has been approved by the district payroll office to accept such donated leave with the following conditions:
 - (1) The donor must retain at least eight (8) sick leave days after authorized days have been donated.
 - (2) The identity of the donor may not be made public except as required for audit purposes and to the extent required by law.
 - (3) Sick leave deducted from each donor's sick leave balance shall be in proportion to the need approved.
 - (4) Unused donated sick leave shall be returned to the donor(s) in proportion to that donated by all donors.
 - (5) The recipient must file a request for donated leave with Payroll that is accompanied by a statement signed by the recipient establishing the need for donated leave for his/her own personal serious illness or injury with a statement signed by a medical physician treating the illness or injury substantiating the seriousness of the illness or injury and the need for the days requested.

- (6) The minimum number of days requested by the recipient and verified by the medical physician as needed shall be five (5) days.
- (7) The recipient may not use any donated days until his/her leave balance has been depleted excluding days donated to the sick leave bank.
- (8) The donated days shall not have terminal pay value for the recipient.

d. Annual payment for annually accumulated sick leave:

An annual payment will be made to those employees requesting such payment for the unused accumulated sick leave that is earned for that year, based on the daily rate of pay of the employee multiplied by sixty (60) percent. This payment will be made upon written request by the employee before June 1 of that year to the Human Resources Office with the payment being made by June 30.

2. Personal Leave

Six days of personal leave per year shall be granted with pay.

- a. All personal leave days used shall be deducted from sick leave and are non-cumulative.
- b. The employee shall notify the principal or supervisor at least twenty-four (24) hours (on workdays) in advance of the anticipated absence when the employee has knowledge of the anticipated absence.
- c. The employee shall complete the notification in Skyward as called for herein:
 - 1. Temporary Duty
 - 2. Rated Leave (Sick or Personal)
 - 3. Annual Leave

Employees will be provided training on the use of Skyward and the mobile application.

When the employee learns of any error in the entry of leave, the correction to any loss of pay will be corrected as soon as possible by the payroll department.

3. Bereavement Leave

- a. A Bereavement leave program shall be made available for full-time personnel to attend the funeral and attend to other related arrangements in the event of the death of family members as outlined below.
- b. In the event of the death of a father, mother, brother, sister, spouse, child, grandparent, grandchild, stepparent, stepbrother, stepsister, or stepchild, personnel may be granted up to five (5) consecutive workdays of paid leave at the discretion of the Superintendent or designee. Such leave, if approved, shall be taken in equivalent work hours.
- c. In the event of the death of a father-in-law, mother-in-law, brother-in-law, sister-in-law,

son-in-law, daughter-in-law, or grandparent-in-law, personnel may be granted up to three (3) consecutive workdays of paid leave at the discretion of the Superintendent or designee. Such leave, if approved, shall be taken in equivalent work hours.

- d. Bereavement leave requests shall be subject to approval by the Superintendent or designee.
 - (1) In order for approval of the bereavement leave request to be processed, such requests must be supported by documentation of the death. Such documentation may be official notice of death, copy of the certificate of death, newspaper obituary, or funeral program.
 - (2) Bereavement leave of one day as set forth above in b. and c. shall be paid by the Nassau County School Board one time a school year.
 - (3) Leave provided under the sick leave section of this Article made available for the purpose of the death of a family member must first be exhausted.
- e. Days of absence pursuant to this section shall be unpaid if any of the conditions for the leave request set forth herein are not met.
- f. Leave provided pursuant to this section shall not be cumulative and shall not be deducted from the accumulation of other leave earned pursuant to this Article except as otherwise provided and is not subject to any other provision in law or contained in this Article pertaining to accumulation of leave or terminal or annual leave payout.

4. Domestic / Sexual Violence Leave

- a. An employee who has provided advance notice and who has been employed full time by the district for at least three (3) consecutive months shall be permitted to request and, upon approval, take a maximum of three (3) working days of paid leave from work in the school year if the employee or a family or household member of an employee is the victim of domestic or sexual violence.

An employee seeking leave under this section must, before receiving the leave, exhaust all annual or vacation leave, personal leave, and sick leave. Should sick leave be the only available leave remaining, the Superintendent or designee may waive this requirement if the reason for the request does not fall within the requirements for the use of sick leave.

- b. The purposes of Domestic or Sexual Violence Leave include:
 - (1) To seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;
 - (2) To obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence or sexual violence;

- (3) To obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence or sexual violence;
- (4) To make the employee's home secure from the perpetrator of the domestic violence or sexual violence or to seek new housing to escape the perpetrator; or
- (5) To seek legal assistance in addressing issues arising from the act of domestic violence or sexual violence or to attend and prepare for court related proceedings arising from the act of domestic violence or sexual violence.

c. Procedures and Definitions

- (1) "Family or household member" is as defined in s. 741.28(3), FS. "Family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

- (2) "Domestic violence" is as defined in s. 741.28(2), FS or s. 741.313(1)(a), FS.

"Domestic violence" means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member. s. 741.28(2), FS.

"Domestic violence" means domestic violence, as defined in s. 714.28, or any crime the underlying factual basis of which has been found by a court to include an act of domestic violence. s. 741.313(1)(a), FS.

- (3) "Sexual violence" is as defined in s. 784.046, FS or s. 741.313(1)(e), FS, including any crime the underlying factual basis of which has been found by a court to include an act of sexual violence.
- (4) The employee requesting Domestic Violence Leave or Sexual Violence Leave must notify the principal or supervisor at least twenty-four (24) hours (on workdays) in advance of the anticipated absence except in cases of imminent danger to the health or safety of the employee, or to the health or safety of a family or household member.
- (5) The employee must provide to the Human Resources Office sufficient documentation of the act of domestic violence or sexual violence. Such acceptable documentation shall be defined by a committee comprised of members appointed by the NTA and NESPA presidents and the Superintendent.

- (6) The Superintendent's Office must keep information relating to the employee's leave under this section confidential and exempt from disclosure pursuant to Chapter 119, FS.

5. Jury Duty

A member of the unit who is selected for and/or serves on a jury shall be compensated for his/her regular pay. Said member will submit verification of such service to the Business Services Office.

B. Unpaid Leaves

1. A personal leave of absence without pay may be granted by the Board to a bargaining unit member if such request is made in writing for an extended leave of absence which shall be construed to be a period of not less than one month nor more than one school year. Unpaid leave shall not be granted to any employee for the purpose of other employment, except in extenuating circumstances for temporary employment as determined by the administration, nor for other activities that could or would bring discredit to the school system.
2. The provisions of the Family and Medical Leave Act of 1993 (FMLA) shall be made available to all regular employees of the Board.
3. The Board shall have the right to recall any person granted such leave if in the opinion of the Board such recall is necessary for any violation of this provision. The Board may grant leave for a period of less than one month under extenuating circumstances.

C. Return From Leave of Absence

1. Any extended leave of absence over seventy-five (75) calendar days is granted from the Board and not from a particular position.
2. The following conditions shall prevail as to the employee's return from a leave of absence.
 - a. An employee shall be required to return from a leave on the date designated by him/her upon the granting of the leave.
 - b. Under extenuating circumstances, the employee may apply for and be granted an extension past the original date.
 - c. Failure of the employee to return on the designated date or to apply for an extenuating circumstances extension shall be the subject of disciplinary action if the Board so deems.
 - d. Upon the return from a leave an employee shall be given the same position that he/she held prior to such leave providing that position is available.

- e. If the same position is not available, the employee shall be offered a vacant, available position, for which he/she is qualified. Failure to accept such a position shall constitute a resignation from the Board.

During periods of RIF, the RIF list will supersede section C 2e herein.

D. Illness-in-the-Line-of-Duty

1. An employee shall be eligible for an illness-in-the-line-of-duty-leave when he/she has to be absent from his/her duties because of illness from any contagious or infectious disease contracted in schoolwork. Such leave shall be limited to a total not to exceed ten (10) working days but may be extended by the Board.
2. Any claim for compensation under this section must be filed within three (3) working days from the date of return to work. Before authorizing such compensation, the Board must be satisfied that the circumstance surrounding such illness was contracted in schoolwork. To such end it will require verification, including a doctor's certificate of such illness.
3. Injuries incurred on the job for which Workers' Compensation is received may be processed under this section. Compensation will not be granted until verification is received from Workers' Compensation.
4. No employee shall be compensated under this provision in excess of his/her regular daily rate of pay for each day utilized under this provision.

ARTICLE VII - DISCIPLINE OF EMPLOYEE

In the event the Board determines there is a need to discipline an employee, the procedures and application of such discipline shall be as follows:

- A. The procedures and processes set forth in this Article shall only be required to be applied to an employee who is not temporary or casual and whose normal workweek is twenty (20) or more hours except for Food Service workers the twenty (20) hour requirement shall be reduced to fifteen (15) hours per normal workweek.
- B. **PROBATIONARY EMPLOYMENT STATUS** - New employees hired in the bargaining unit shall be on probationary status for the first three hundred sixty-five (365) days of employment, during which time the probationary employee may be dismissed at any time.
- C. **ANNUAL EMPLOYMENT STATUS** - Upon hire, all employees shall serve three (3) successive full fiscal years on annual contract status, which may be extended to four (4) years if agreed to in writing by the employee.
 - 1. Employees on annual contract status may be non-renewed at-will at the end of any employment year, or may be subject to discipline up to and including termination for just cause at any time during the year for reasons including, but not limited to the following:
 - a. Violation of School Board Rules.
 - b. Violation of work rules.
 - c. Gross insubordination – refusal to follow a proper directive, order or assignment from a supervisor.
 - d. Immorality.
 - e. Misconduct in office.
 - f. Incompetence.
 - g. Willful neglect of duty.
 - h. Drunkenness.
 - i. Possession of, sale of, intent to sell, dispensing of, or being under the influence of any illegal substance.
 - j. Sexual harassment of any employee, student, or other individual.
 - k. Conviction of any crime involving moral turpitude.
 - l. Endangering the health, safety or welfare of any student or employee of the District.
 - m. The conviction of a felony in the State of Florida or notice of conviction of a substantially parallel offense in another jurisdiction.
 - n. An act committed while off duty, which adversely affects the employee's performance of duties, or disrupts the operations of the District, its schools

or other facilities.

- o. Improper use of leave.
- p. Failure to perform work-related assigned duties.
- q. Intentional or negligent damage to School Board property.
- r. Unethical use or administration of test materials.
- s. Failure to report to work.
- t. Theft.
- u. The act of job abandonment, in being absent from work for three (3) consecutive days, without proper notification to the immediate supervisor or designee
- v. Other infractions as set forth from time to time in writing and disseminated by the Superintendent.

2. An employee shall be notified in writing if not reappointed for the following school/fiscal year not later than ten (10) workdays prior to the end of the contract date for the current school/fiscal year.

An employee non-reappointed may make a written request no later than ten (10) days after the end of the employee's contract for a hearing with the Superintendent or his or her designee. After hearing arguments and receiving evidence from the affected employee, the Superintendent will either uphold the preceding action or recommend reemployment and will notify the employee in writing within 10 workdays. The decision of the Superintendent will be final.

- D. CONTINUOUS EMPLOYMENT STATUS – Subject to Paragraph C., above, continuous employment status shall be granted to an employee who has completed probationary and annual employment status and who has been recommended by the Superintendent and reappointed to a fourth successive year by the School Board.

An employee on continuous employment status may only be terminated for just cause, for reasons set forth in Paragraph C.1, above. An employee on annual employment status or continuous employment status are subject to layoff due to a reduction in force, as set forth in Article V.

- E. The Board may install video cameras, GPS, and other surveillance devices on Board property and vehicles for the purposes of security and student/employee safety. Any information obtained from such video cameras, GPS, and other surveillance devices may be used by the Board for the purposes of progressive discipline, substantiated by an investigation.
- F. The judgment of the evaluator in the performance appraisal of an employee shall not be subject to the grievance procedure of this Agreement.

- G. In the event a non-probationary employee is terminated as a result of unsatisfactory evaluation, such termination shall be subject to the grievance procedure of this Agreement.
- H.
 - 1. The Board / Superintendent reserve the right to take disciplinary action, up to and including dismissal, against any employee based on the seriousness of the offense and the employee's record.
 - 2. Progressive discipline steps are as follows:
 - a. First offense-Oral warning
 - b. Second offense-Warning/reprimand
 - c. Third offense-Written warning reprimand / suspension
 - d. Fourth offense-Suspension with or without pay
 - e. Fifth offense-Termination

The term "offense" as used herein shall mean any offense during a calendar year whether of the same type as other offenses or not, except as provided for in paragraph H.1.

- I. An employee shall have a right to be accompanied by a representative of the employee's choice in any disciplinary meeting.

ARTICLE VIII - INSURANCE-BASIC HEALTH PLAN

- A. 1. The Board shall provide for each regular full-time employee who is enrolled in the Board approved group health insurance plan an annual contribution of up to \$7458.24 of the single employee premium. This premium will be prorated to the annual length of employment provided no monthly employee contribution for the single employee premium is less than \$10. In addition, the Board shall provide for each regular full-time employee, a Board approved group life insurance plan in the amount of \$30,000.00. The group life insurance plan amount will change to \$40,000 for all employees, effective January 1, 2022.
2. For 2021-2022 only, for those employees who carried health insurance with the Nassau County School District as of January 31, 2022, and who are not on the High Deductible single coverage HSA plan, and who are still employed by the Nassau County School District on the date of ratification, a onetime payment of no less than \$500.00.
- B. The payment by the Board as called for herein shall be the total contribution by the Board and the maximum total amount available to fund this benefit with the clear understanding that payments shall only be made for eligible employees in the Board approved group plan, and further that in the event that the bids for coverage applicable to this provision are lower than the amount funded, the amount not used shall be retained by the Board. Further, if the bids for coverage result in an excess cost over and above the total maximum figure as stated herein, the employee shall pay such excess through equal payroll deductions throughout the employee contract year. Board funding shall only apply to a basic health insurance plan which shall not include dental, optical or disability which shall be considered options and if elected by the employee shall be paid for by the employee in full at no cost to the Board.

Employees may elect to participate in a Section 125 Plan through payroll deductions in keeping with the terms of the plan requirements which shall be controlling.
- C. A committee comprised of equal participation from each bargaining unit and non-bargaining units will be formed as required for the purpose of reviewing cafeteria plans in lieu of or in addition to current health insurance plans. The committee shall recommend plans to the Union, the Insurance Committee, and the Board that may include the ability to utilize individual employee benefit dollars to offset health insurance premiums or to purchase other identified available benefits within a well-defined cafeteria plan.
- D. Employees on extended leave of absences may, at their own expense, retain their health insurance for a maximum of one (1) year. The Board and its designees shall be held harmless in all cases for action taken or not taken relative to this position. All monies pertaining to payment of said insurance shall be remitted to the Board's designee as deemed necessary by that designee but never retroactively.

- E. An Insurance Committee may be formed by the Union, which will include equal representation from all non-bargaining unit employees to be utilized in making recommendations to the Superintendent and the Board on matters pertaining to the Insurance Programs. The Insurance Committee shall review and recommend actions with regard to:

- When to bid or re-bid
- Specifications
- Companies to invite
- Bid recaps
- Lowest and/or best bid to accept
- Consultant

The Board does not relinquish or delegate any authority or responsibility as mandated by laws pertaining to bidding or employee Group Insurance Programs.

Any company or agency wishing to make other insurance/TSA programs available to members shall be reviewed by the Insurance Committee.

As the Board approves any plan of insurance said plan shall be considered a Board approved plan. The Health Maintenance Organization of Florida is a Board approved plan.

- F. The Board shall provide a \$150 per day reimbursement for verified in-hospital stays of one night or more but not to exceed a total of 20 nights during a fiscal year for those employees not participating in a Board approved health plan. Employees must submit a written request for reimbursement with verification of the in-hospital stay including discharge to the business office within 30 days of hospital discharge. The Board shall annually inform each covered employee of this benefit.

ARTICLE IX - WORKING CONDITIONS

- A. All employees in the unit will be assigned a duty-free uninterrupted lunch of not less than thirty (30) minutes nor more than sixty (60) minutes during the workday. Members of the unit may leave school during school hours with the approval of their immediate administrative supervisor or designee.
- B. All employees shall have one break in the morning or afternoon not to exceed fifteen (15) minutes during any consecutive four (4) hour work period not broken by any other work interruption. Eight-hour employees shall be entitled to one additional break.
- C. The Board has furnished to the Union President one (1) copy of the rules and regulations it has adopted and will provide a copy of all changes. Additional copies are available at cost to the Union.

D. Vacation time for twelve (12)-month employees shall be granted as follows:

<u>Years of NCSB Experience</u>	<u>Days of Vacation</u>	<u>Monthly Rate</u>
0-2	10	5/6
3-5	12	1
6-10	15	1 ¼
11-19	18	1 ½
20 and up	20	1 ⅔

- E. 1. Except as otherwise provided herein, earned vacation is non-cumulative and as of July 1 of each year any accrued vacation remaining in the cumulated balance shall be deleted from such balance.
- 2. Application for vacation leave shall be entered into Skyward and shall be made to the appropriate supervisor no less than ten (10) workdays prior to the date that the vacation leave, if approved, would begin. In situations where sudden and unforeseen circumstances prohibit the employee from meeting the ten (10) day requirement, disapproval of the leave shall not result from such circumstances.
- 3. In the event the Superintendent determines to close a facility, the employees who are not required to report to work may at their option draw from their cumulated balance of personal leave and/or vacation leave or take personal unpaid leave.
- 4. An employee shall receive his/her accumulated vacation as provided below:
 - a. A twelve-month employee who retires or who resigns employment or upon death will be paid a lump sum amount upon termination or entry into the Division of Retirement Deferred Retirement Option Program (DROP) equal to the present daily

rate of pay times the number of unused vacation days from the immediate prior year plus the earned, unused vacation days from the current fiscal year. Total vacation accrued under this provision shall not exceed forty (40) unused days. Vacation taken during such normal work year shall be deducted from any amount that may be due and payable at termination. Failure to retire as indicated would result in the loss of the days unused from the prior fiscal year.

- b. The rate of pay for accumulated days as provided herein shall be the rate of pay the employee was receiving at his/her termination date. Rate of pay and payments received shall be calculated only on the employee's basic salary and shall not include additional amounts such as supplements, etc.
 - c. Payment shall be made as soon as payroll procedures may reasonably permit, and as necessary documentation may require.
- F. 1. Except in emergency situations, employees will not normally be required to work under unsafe or hazardous conditions. Conditions which the employee considers unsafe or hazardous shall be reported in writing to the employee's immediate supervisor.
2. An employee shall not be disciplined for failure to work in working conditions which have been declared to be hazardous to his/her health. Such declaration shall only be valid when the evaluation and judgment as to whether the condition is unsafe is made by a person or persons who are requested by the Superintendent to make such evaluations and judgments.
3. Except in exigent situations, qualified employees outside of the classification of Bus Driver will not be required to transport students on a regular bus route. No qualified employee will realize a reduction in pay for performing such duty. In the event a non-Bus Driver is required to transport students on a bus route, the employee will be paid no less than starting Bus Driver hourly rate or their hourly rate, whichever is higher.
- G. 1. The Board agrees to furnish supplies and equipment it deems necessary for employees to accomplish their assigned duties. A computer for accessing School District applications will be made available for employees at each worksite.
2. In cases where custodial crews are assigned by the supervisor to prepare schools for the opening of the new school year, air conditioning systems will be turned on in a school on a school-by-school basis while the crew is in the building. Crews shall be defined as the total number of custodians assigned to the school for the purposes as indicated herein.
- H. 1. All employees shall be granted time off with pay for the following dates which occur during their length of service.
- Independence Day - 1

Labor Day - 1
Thanksgiving - 2
Christmas - 2
New Year's Day - 1
Spring Holiday – 2

2. Effective the 2016-2017 fiscal year, each 12-month employee may apply for three (3) paid holidays in addition to the paid holidays stipulated in subsection 1. These paid holidays are non-cumulative and, if unused by any employee, shall not carry over for the purpose of an additional holiday beyond the current year. These additional paid holidays must be mutually agreed upon by the employee and supervisor and must be submitted on a form provided by the Board to the supervisor no less than ten (10) workdays prior to the requested date.

I. 1. The employee may leave work during the workday and prior to his/her regular ending time only with the permission of the immediate supervisor. Time taken off shall in no event interfere with or disrupt normal school operations. Such time shall be made up within five (5) working days of the date said time is taken off.

More than two (2) hours taken off shall not be included under this provision. Should more than two (2) hours be required off, then one-half (½) day or one (1) full day, whichever is appropriate, shall be taken off and charged to the appropriate accrued sick leave: sick, personal or emergency.

2. If less than two hours will be required for an appointment or other important scheduled matter or to enable a driver the opportunity to take a field trip, and the administration is able to assign an available unassigned route driver to cover the two-hour period, the driver may request and, if approved, will be charged ¼ day leave to sick or personal leave as appropriate. For the purpose of taking a field trip, drivers may request leave without pay. This will be on a first-come, first-serve basis only. There will be no obligation to grant such leave if an unassigned route driver is not available.

J. Any specific individual physical examination required by the Board shall be by a physician selected by and paid for by the Board.

K. Hours of work

1. The hours of work for employees covered by this Agreement are the actual hours worked and include the break time as set forth in Section B of this Article and exclude the lunch break as set forth in Section A of this Article.

2. The regular hours of work for all full-time members of the unit except custodians, food service workers, data entry operators, lead drivers, maintenance workers, maintenance helpers and mechanics shall not exceed seven (7) hours per day or thirty-five (35) hours per week.

3. The regular hours of work for all full-time custodians, data entry operators, lead drivers, maintenance workers, maintenance helpers and mechanics shall not exceed eight (8) hours per day or forty (40) hours per week.
4. The hours of work including start time and end time of the workday for the members of this unit shall be established by the Superintendent and/or his/her designee.
5. Supervisors shall not require employees to report less than actual hours worked on any department or district document.

L. Length of Work Year

1. The length of the work year for custodians, accountants, (excluding school lunch accountant), personnel specialist, maintenance, maintenance helpers, mechanics, purchasing coordinator, county receptionist, warehouse and property records coordinator shall be twelve months.
2. The length of the work year for attendance assistant and bus drivers shall be 188 days.
3. The length of the work year for school food service shall be 194 days.

4. Variable Contracts

In certain instances, the contract for service within a classification may vary within the range set forth below.

Attendance Assistant, 188 days to 12 months
Paraprofessionals, 188 days to 12 months
Secretaries/Bookkeepers, 214 days to 12 months
School lunch accountant, 219 days to 12 months
Data Entry, 209 days to 12 months

- M. The Board shall have the right to subcontract work and services. This has been the past practice of the parties and the statutory right of the employer.
- N. The Board shall prepare an evaluation instrument and evaluate all members of the bargaining unit yearly in keeping with Board approved policies and procedures as are developed and implemented by the Board to achieve the purpose of employee evaluation.
- O. The Fair Labor Standards Act shall apply to all positions in the bargaining unit. Further both parties agree that all daily overtime and all references to daily overtime shall be abolished from the contract and be of no force and effect and further that all overtime being paid shall be paid for all time worked over forty (40) hours per week as overtime or compensatory time and that all such time earned shall be compensated by the Board at its discretion as compensatory time or overtime. Finally, there shall be no double compensation or any type of pyramiding of overtime for any reason by this agreement or

its interpretation. All overtime or compensatory times given shall be at the rate of one and one-half (1 ½) times.

All hourly employees must obtain permission from their immediate supervisor prior to working more than their regularly scheduled number of hours during a seven (7) day period. Any hourly employee who works in excess of their regular schedule without first obtaining permission to do so shall be paid for the hours worked, or shall be provided with compensatory time off, in compliance with the federal Labor Standards Act. If an employee works additional hours without their supervisor's consent, twice in a school year, the employee may be subject to discipline as outlined in Article VII.

- P. Bus washing shall be subcontracted by the Board and bus drivers shall not be required to wash buses. In the event a contract is not awarded, or an awarded contract is not fulfilled, the Director of Transportation will meet with the President of NESPA to discuss solutions to the problem prior to the beginning of the school year.
- Q. The Board will make every reasonable effort to make internet access available in all worksites/garages.
- R. The Nassau County School Board and NESPA agree to the establishment of a joint committee consisting of three (3) members chosen by the district, three (3) members chosen by the Association President, and one chair appointed by the Superintendent. The purpose of the committee is to recommend contractual language to the Superintendent and NESPA concerning issues impacting the transportation department. When recommendations are formed, the committee shall make the recommendations in writing to both bargaining teams.

ARTICLE X - COMPENSATION

- A. Any employee who is assigned duty elsewhere and is required to use his/her personal automobile when on school district business shall be reimbursed at the State of Florida allowable rate per mile. Such mileage reimbursement shall not include routine travel to and from the employee's home and regularly assigned workstation.
- B. Bus Drivers Compensation
1. Drivers may be assigned additional routes within their five (5) hour required workday. In an emergency, a driver may be required to double run beyond the five (5) hour required workday.
 2. Trip drivers will be paid at the beginning rate of pay on the salary schedule for bus drivers.
 3. When a bus breaks down, the driver of said bus will lose no compensation.
 4. Lead Drivers shall continue to be required to secure substitutes for absent bus drivers for all regular runs in the district. Lead Drivers shall be paid according to the number of drivers and paraprofessionals assigned as follows:

Twenty drivers/paraprofessionals or fewer:	\$1,500 per year.
Over twenty drivers/paraprofessionals but fewer than forty:	\$2,000 per year.
Forty drivers/paraprofessionals or more:	\$2,500 per year.
 5. Drivers who present themselves for required random drug screening and are not tested positive will be paid for up to 3 hours for the random screening. This pay will not apply to "for cause" screening.
- C. Bus Drivers
1. There will be only one regular driver assigned to a bus route. Any other driver operating that route will be paid as a substitute. The posting of vacancies as provided in Article V Section B of this Agreement shall carry the route number that is assigned to such vacancy.
 2.
 - a. Extracurricular trip drivers shall be called trip drivers. Any regular driver may sign up to be a trip driver through the summer in-service day. New drivers must sign up as trip drivers within five (5) working days of their hire date. Said drivers shall be used in seniority rotation for extracurricular trips as needed.
 - b. Trip drivers shall be selected to drive those trips which do not interfere with their regular scheduled work.
 - c. In the event no trip driver is available or eligible to drive an extracurricular trip, the Director of Transportation or a designee shall secure a substitute.

- d. Trip drivers who do not show up for an assigned extracurricular trip shall be rotated to the bottom of the list for the first instance and removed from the list for the remainder of the year for a subsequent instance. Drivers who do not show up for an assigned extracurricular trip in a second consecutive year, shall be permanently removed from all extracurricular trips for a period of two years and such repeated instance shall be good cause for termination as a trip driver.
 - e. The administration shall provide at least two hours' notice to the Transportation Department or designee in the event of a cancellation. Regular bus drivers unable to make their scheduled afternoon run through no fault of their own while performing an extracurricular trip function shall receive the rate of pay they would have received if they had made the scheduled run. No driver shall receive trip driver pay and regular run pay for the same period of time.
 - f. Bus drivers shall exercise the same standards of care and responsibility toward children, staff and others when assigned and working and/or being paid out of the district, for any reason, that is exercised when working in the district. Bus drivers may upon request, sleep in a separate room apart from students.
3. Bus drivers shall report their needs to be off work to the Lead Driver responsible for recording their time. Sufficient notice must be given to allow time to acquire a substitute.

D. Terminal Sick Leave Pay

The Board shall provide terminal sick leave pay for accumulated sick leave to all employees of the Board at retirement or death.

Determination of such terminal pay may not exceed an amount determined as follows: During the first three (3) years of service the daily rate of pay multiplied by thirty-five (35) percent times the number of days of accumulated sick leave; during the next three (3) years of service the daily rate of pay multiplied by forty (40) percent times the number of days of accumulated sick leave; during the next three (3) years of service the daily rate of pay multiplied by forty-five (45) percent times the number of days of accumulated sick leave; and during and after the 10th year of service the daily rate of pay multiplied by fifty (50) percent times the number of days of accumulated sick leave; during and after the 13th year of service the daily rate of pay multiplied by one hundred (100) percent of the number of days of accumulated sick leave.

In order to receive this payment an employee must be eligible for retirement benefits from a Florida retirement plan. Employees must request terminal sick leave pay in writing to the Superintendent of Schools.

- E. Upon promotion, employees shall be placed on the new salary schedule either
- 1. on the closest step that is not less than 4% higher than the step assigned on the previous salary schedule less supplements; or

2. on a step that is equivalent to a maximum of ten (10) years of outside directly related experience credit in accordance with the procedures established in section F of this article. This experience credit may not be a duplication of experience credit previously awarded by the School Board and will be in lieu of Nassau experience credit accumulated on the schedule. Documentation of such experience will be the responsibility of the employee and must be submitted for review within two weeks of the beginning date of the new position.
- F. Upon movement to a position that is not considered a promotion, employees shall be placed on the new salary schedule at the same step as their prior position.
- G. The Board shall, in its sole discretion, award experience credit upon employment to any employee requesting such credit in writing who meets the qualifications as established by the Board. Payments once made shall not be made retroactively. Further, the employee shall be required to submit at the time of initial interview all experience the employee feels will qualify. All experience submitted will be evaluated and applied to the schedule at the rate of one (1) step for each verified year of actual directly related experience as follows:
1. A maximum of ten (10) verified years of directly related outside experience may be counted if approved.
 2. All previous directly related Nassau County School Board experience will be counted.
 3. If the total of all previous directly related Nassau County School Board experience is less than ten years, up to ten (10) verified years of directly related outside experience may be counted so that the maximum combined Nassau and outside experience does not exceed ten years.
 4. Pay, if approved, shall start with the pay period following approval.
- H. 1. a. Employees shall be paid in accordance with the salary schedules as contained herein. Increments will not be automatic.
- b. (1) For 2021-2022 only, all employees who were employed for at least one day over half of the 2020-2021 school year shall advance two steps on the salary schedule and receive .20/hour increase, effective July 1, 2021.
 - (2) For 2021-2022 only, all employees who were on Step 30, or step 20 for maintenance, transportation technician, technician helper, courier or helper, for the 2020-2021 school year shall receive an additional \$500.00 supplement as part of their base salary.
 - (3) For 2021-2022 all bargaining unit employees employed as of July 1, 2021, will receive the agreed upon compensation increases, longevity and ESSER bonuses retroactively upon ratification by the Board and NESPA. Additionally, any employee on unpaid leave will be eligible for retroactive back pay at a prorated amount based on the number of days they worked during the 2021-2022 school year upon returning to work.

2. Employees shall be paid in twenty-four (24) equal installments
 3. Employee paychecks will be issued on the first (1st) and fifteenth (15th) of every month. An employee must work in the prior pay period in order to be eligible for a check on the date associated with that pay period. If the payday falls on a holiday the employee will receive the paycheck on the last workday before the holiday. Employees shall be paid for the same number of days or hours each payday as applies by category. Effective July 1, 2006, paychecks will be issued on the 15th and last working day of each month.
 4. The end of year balance check shall be paid separately from the last regular paycheck as earned. The payment of said check shall be made only to employees not working twelve months and shall be paid not later than 15 days of the last working day for said eligible employees.
- I. Effective upon ratification of the 2013 – 2014 Agreement, paraprofessionals who are required to supervise a classroom in the absence of the regular teacher for an hour or more shall be paid an additional \$5 per hour.
- J. Incentive Plan
1. a. During the 2017-2018 contract year, the School Board shall implement an incentive plan for all qualified employees (See Plan attached as Appendix E). The Incentive Plan shall include incentive supplements for indicators of skill attainment identified by the Employee Incentive Planning Team. The purpose of the Incentive Plan shall be to improve required skills that contribute to the improvement of services to the students, teachers, and the Nassau County School Board.
 - b. The Employee Incentive Planning Team, comprised of four (4) employees appointed by the NESPA President and four (4) administrators appointed by the Superintendent and a chair selected by the Superintendent, compiled a list of licensures, certifications, training opportunities, post-secondary degrees, and other indicators of advanced skill attainment to be included in the plan. Such indicators were included only if the licensure and certifications were current, the indicators related to the employee's job assignment, and they were not a minimum qualification for the employee's job assignment. The Team reviewed best practices of other Florida school districts and previously submitted suggestions made to the bargaining teams for incentives.
 - c. The incentive payments shall be effective on the first contract day of the 2017-2018 school year upon approval of the incentive plan by the bargaining teams and the School Board and ratification of the 2017 – 2020 Agreement.
 - d. Payment of the supplement will be prorated retroactive to the first pay cycle after the date of submission of the approved credentials by employees.

2. School Food Service Supplement

- a. All school food service workers who complete the following requirements shall be entitled to a \$150 supplement.

- (1). Obtain and maintain School Food Service Certification as awarded by the School Nutrition Association; and,
- (2). Have one year of experience in school food service with the Nassau County School Board; and
- (3). Receive a satisfactory performance rating on the annual NCSB employee assessment in the year of eligibility.

The supplement shall be provided in September after the year of eligibility to certified food service workers who have satisfied all requirements. Course requirements must be completed by the end of the summer break which follows the year of eligibility.

- b. Assistant School Lunch Managers will receive a supplement each year of \$1,000 plus an additional \$50 for every 50 students served exceeding 100 students based on the average meals served in the prior year at their location.

3. Paraprofessional Supplement

- a. A school-based paraprofessional who is highly qualified shall be eligible for a supplement as indicated. To be eligible for the supplement, the paraprofessional must be school-based and

- (1). Possess an associates or higher degree from an accredited postsecondary institution (will receive a supplement of \$ 1,000 per year); or
- (2). Have two years of study at an accredited institution of higher education (60 hours) (will receive a supplement of \$ 500 per year); or
- (3). Demonstrate a score of 464 on the district approved assessment (will receive a supplement of \$ 500 per year).

- b. Requirements for the paraprofessional supplement must be completed prior to the supplement being paid. Payment of the supplement will be prorated retroactive to the date of eligibility but only beginning in the year documentation is received.

K. Call Back

1. It is agreed between the parties that when a principal or supervisor requests that a member of the bargaining unit be called in to work on an emergency basis as designated by the principal or supervisor after an employee has completed the shift to which the employee was assigned and has physically left the premises for the workday such request be considered to qualify for the following extra compensation. Any employee who has worked his normal eight (8) hour shift and then reports for work on request shall be guaranteed a minimum payment of one hour of compensation at the rate of one and one- half (1 ½) times the regular rate of pay instead of the regular rate of pay regardless of the time worked. By way of example a regular rate of \$5.00 per hour would be paid at the total of \$7.50 for

work performed up to one hour. An employee who has worked his/her normal shift and then reports for work on request after 12 a.m. but before 6 a.m. preceding a normal workday or after 12 a.m. Friday evening but before 6 a.m. Monday morning shall be guaranteed a minimum payment of two (2) hours of compensation at the rate of one and one-half times his/her regular rate of pay. Time over the two (2) hour minimum shall be paid at the rate of one and one-half times his/her regular rate of pay. Any work performed under this provision would be calculated into the regular workweek and hours to determine overtime eligibility for all time worked over forty (40) hours. There shall be no double compensation of any type nor pyramiding of overtime by this agreement.

2. After ten (10) consecutive workdays, an employee who is temporarily assigned all of the responsibilities of an absent employee who is paid on a higher salary schedule, shall be temporarily paid at the step on the higher schedule that is the closest higher rate of pay.

L. 1. The Board shall provide uniforms for the following employee groups: maintenance/operations, custodians and transportation mechanics only. The Board shall explore providing uniforms for bus drivers. Food Service employees shall receive a uniform allowance in lieu of a provided uniform.

2. A committee of equal representation of administrators and employees from each affected group shall meet once every two years to recommend the style, color and material for the uniforms to be included in the committee recommendation that shall be forwarded to the Superintendent.

3. a. Employees furnished uniforms shall receive up to five (5) uniforms per week for changing purposes. Employees shall be required to wear uniforms and exchange uniforms when, where and as directed. Employees shall be responsible for lost uniforms when said uniform is in their possession and/or control of the employee.

b. Any employee presenting acceptable medical proof at the employee's own expense that he or she is unable to wear a uniform shall be able to wear a modified uniform such as coveralls or suspenders, etc. as are available from the supplier. Preference choices of the employer as to long or short sleeves are acceptable if supplied at no additional cost to the employer. If there is a charge, the employee shall pay the cost of such choice if and as applies.

M. Uniform Allowance for Food Service Workers

1. The Board shall provide an advance of \$200.00 for food service workers to be spent for a uniform as provided herein. Such advance shall be provided under the conditions shown below.
 - a. The full advance of \$200.00 shall be provided in a separate check to workers employed prior to January 1, and an advance of \$100 shall be provided in a separate check to those workers employed after January 1.

b. Settlements

- 1) Each food service worker shall provide the School Board with receipts dated after employment as proof of uniform purchase no later than February 1.
 - 2) Each food service worker receiving the \$100 advance shall provide the Board with receipts dated after employment as proof of uniform purchase no later than May 1.
 - 3) Receipts dated before employment or after the settlement due date are not allowable against the advance. No other receipts may be reimbursed.
- c. If the total of the receipts provided by the food service worker is less than the amount advanced, the worker shall reimburse the Board by cash or check payable to the Board for the difference by February 1 if \$200.00 was advanced and by May 1 if \$100 was advanced. If the worker fails to provide the Board the receipts and the amount owed by the date specified by this section, the Board may withhold the amount owed from the worker's paycheck until the reimbursement is received by the Board, but in no event will the amount withheld cause the worker's pay to fall below minimum wage.
- d. Undergarments shall not be considered uniforms. Only clearly identifiable store receipts with an adequate description of the purchase dated after employment may be submitted to the cafeteria manager's office.
2. The Board or its designees shall have the right to stipulate colors to be worn and the style of uniform and shoe types, styles and colors. Such stipulation shall be dependent on recommendations in accordance with section I of this article. The employee shall be required to wear a clean uniform in good repair.

N. Retirement Bonus

1. An employee is eligible only once for this benefit. The eligibility period would be a portion of the year as defined herein in which the employee becomes eligible to retire for the first time with full benefits under an existing state retirement system plan and has creditable service as defined by Florida Statutes of not less than thirty (30) years if hired prior to July 1, 2011, and thirty three (33) years if hired on or after July 1, 2011. The 30/33 years applies to termination at the time-of-service retirement or entry into DROP.
2. To be eligible the employee shall complete all the necessary procedures and submit a resignation to the school board not later than the year of first eligibility to be effective at the end of the school year except in the case of DROP. Earlier resignations before the end of the school year based on extenuating circumstances shall be considered by the Board.
3. This benefit does not apply to any other year other than the first year in which an employee would be eligible for retirement as contained herein.

4. Upon acceptance of a completed submitted resignation by the Board from the employee, the employee would be eligible to receive (\$2000) two thousand dollars upon termination. The date certain for payment of this benefit, if all the foregoing criteria are met, shall be June 21st of the year following the year of resignation.

ARTICLE XI – SICK LEAVE BANK

A. GENERAL

In keeping with the authorization afforded under the provisions of § 1012.61(3), Florida Statutes, and the following provisions, a sick leave bank fringe benefit is hereby created in the Nassau County Schools.

B. MEMBERSHIP

1. Any eligible full-time employee of the Nassau County District Schools may voluntarily participate in the Sick Leave Bank after completion of one (1) full contract year of employment with the Board provided that such employee has accrued no less than five (5) days of sick leave prior to July first (1st) of any enrollment year.
2. Enrollment in the Sick Leave Bank shall take place as follows:
 - a. Initial Enrollment:
The initial enrollment shall take place from the first day of preplanning to October 1st.
 - b. Subsequent year enrollment:
All future enrollment after the completion of the initial enrollment period shall take place on a yearly basis in each subsequent year from the first day of preplanning to October 1st of the year of enrollment.
 - c. Membership effective date:
The effective date of commencement of participation in the Sick Leave Bank and the eligible member's effective date of membership shall be the day of enrollment.
3. Applications for entrance into the Sick Leave Bank will be provided to eligible employees at their respective job sites.
4. A participating member may withdraw his/her membership from the Bank at any time; however, no days previously deposited will be returned. No days shall be returned if the Sick Leave Bank fails for day depletion.
5. Each participating member shall contribute one (1) day of sick leave during initial enrollment. Members shall be assessed and contribute one (1) additional day to retain membership in the bank at any time that the bank reserve falls below seventy-five (75) days or cancel their membership in keeping with provision #4 herein.

6. The Sick Leave Bank fringe benefit program shall not take effect until one hundred (100) members have enrolled. If the Bank fails to achieve one hundred (100) days credited to the Bank by October 1 of the year the Bank commences, the Sick Leave Bank fringe benefit program shall not take effect and all days shall be returned to the member.
7. Any employee who has made application and/or contributed one day to the bank by authorization whose application or contribution upon processing and final accounting of days does not have the day authorized to contribute shall be ineligible for membership.
8. Assessment contribution surveys shall be established and implemented periodically as necessary. Bank failure day distribution shall be made in keeping with provision #4 herein.
9. A member shall be eligible to request benefits from the Sick Leave Bank after exhausting all accumulated sick leave and all other leave (including vacation) granted by the Board. The member shall also be absent from duty without pay for a period of five (5) working days prior to being eligible for consideration for sick leave bank benefits and shall have submitted a claim form as called for herein.
 - a. A member may submit a claim form to be considered for sick leave benefits at any time that the employee is absent from work for a covered illness or injury. The Sick Leave Bank Committee shall give consideration to and make an eligibility decision on completed submitted applications when all provisions of #9 herein have been complied with by the requesting member.
 - b. Days granted by the Bank shall be considered retroactive to the first day of eligibility only if a completed claim form is submitted within twenty (20) working days of the date of eligibility. Claim forms that are submitted after the twenty (20) working day requirement for retroactivity shall be processed; however, the effective date for benefits shall be the date of receipt of the completed application and no retroactivity shall apply.
 - c. A Sick Leave Bank member shall be eligible to withdraw days from the bank only during that period of time that a member meets all of the following conditions:
 - (1.) The member must be presently employed in a valid employment contract and/or by Board approved employment.
 - (2.) The member must be working or scheduled to work at the time of the request.
10. No member shall be eligible to withdraw more than sixty (60) days from the bank for any one (1) illness or injury and/or complications thereof.

- a. Members will not be permitted to receive benefits from any other source funded by the employer and Sick Leave Bank benefits. There shall be no duplication of benefits, e.g., Workers' Compensation and sick leave benefits together would not be permitted.
- b. The committee shall have the right to request and the member shall provide at his/her own expense medical certification as required by the Sick Leave Bank Committee. The committee shall have the right to request a second opinion at the member's expense from a doctor of the Sick Leave Bank Committee's choosing as well as a periodic review during the member's receipt of benefits from the Sick Leave Bank. All such requests shall be complied with in a timely fashion and at the member's expense or all Sick Leave Bank benefits shall cease at the discretion of the Sick Leave Bank Committee.

11. Sick Leave Bank Committee

- a. The Sick Leave Bank Committee will consist of two (2) Administrators, two (2) members of NESPA and two (2) members of NTA, one of which shall be selected as Chairman by vote or lot. The chairmanship shall rotate yearly. Each participating group may change its respective participants at any time for cause, or by request to withdraw. All other changes in participants shall take place annually on the anniversary date of the Sick Leave Bank. The function of the committee shall be to operate the Sick Leave Bank effectively, economically and fairly.
- b. The Sick Leave Bank Committee shall appoint from among its own members a designated sub-committee of two (2) members to investigate all claims for benefits. The sub-committee shall be subordinate to the Sick Leave Bank Committee in the performance of its function. Sick Leave Bank Investigative Committee members are appointed and may be removed at any time by the Sick Leave Bank chairman for cause or by the majority of the Sick Leave Bank Committee members by vote with or without cause.
- c. The Investigative Committee's function will be to investigate, process and report to the Sick Leave Bank Committee as a whole any claim for benefits or the continuation thereof by an eligible member. The Investigative Committee shall provide supportive documentation and a recommendation as to action relative to any claim made by a member.
- d. The Investigative Committee's function will be to investigate and report to the Sick Leave Bank Committee as a whole any alleged abuse as well as provide supportive documentation and a recommendation as to action relative to any such abuse or allegation thereof assigned to the committee.

- e. The final decision as to each recommendation submitted by the Investigative Committee shall be made by the Sick Leave Bank Committee as a whole or a majority thereof.
- f. Once all committee functions have been completed and a ruling made as to acceptance, rejection, or abuse, the affected member shall be notified of the committee's decision in writing within five (5) working days. Working days shall be defined as those days on which the employee is working or scheduled to work. The decision of the Sick Leave Bank Committee shall be final and binding on the affected member. In cases of abuse, the committee shall also provide a copy of its decision to the Superintendent.

12. Sick Leave Benefit Use

Sick Leave Bank benefits drawn from the Member Pool by a participating employee member are for, and shall be used for, the employee member's personal illness, accident or injury. They are not given nor shall claims be made for elective or cosmetic operations or treatments or for the benefit of any other person, nor for minor illness or injuries. It is the intent of the bank to cover only catastrophic illness or injuries as that term is commonly accepted by the medical profession as relates to the condition only and not the ramifications thereof.

13. The Committee in the establishment of its operating structure which shall include all rules, by-laws, etc. and subsequent implementation thereof in its day to day and other operations of the Sick Leave Bank related functions, shall not by action or in-action violate or conflict in any way with any existing, as amended, or future statute, rule, policy, or procedure of any official body of the State of Florida during the committee's term of existence or as designated representative(s) thereof. Notice of such conflict or violation shall require the committee to immediately rectify the then existing situation by action to remove the conflict or violation immediately upon such notice. Notice may be constructive or actual. The committee shall also have an affirmative duty to regularly review and adjust its operations in an ongoing attempt to avoid or rectify conflicts or violations as may occur throughout each committee's term of office.

14. Indemnification

The NESPA, the NTA and their affiliates, agree to hold harmless, indemnify, and agree to pay all costs of suits, judgments, awards, legal fees, penalties and fines assessed against the Board, its individual board members, the Superintendent of Schools, the district finance officer, its agents, subcontractor, designees and assignees for decisions made or any action taken or not taken in the implementation, operation or administration of the Sick Leave Bank. Administrators shall be exempt from any payments as required by this section. However, no offset shall apply.

15. The Sick Leave Bank committee provision shall be a part of all master contracts held between employee unions and the Board. It shall be subject to the grievance procedure

and it shall not be amended in negotiations between one individual union and the Board. All future negotiations on the Sick Leave Bank shall be between all employee unions and the Board collectively in a separate and distinct negotiation during the fourth year from the date of ratification of this agreement. This agreement shall act as a supplemental agreement to both contracts which shall be ratified as a closed agreement by all parties hereto to achieve validity. Failure to ratify this agreement by any party hereto shall make this total agreement null and void.

ARTICLE XII - MISCELLANEOUS

- A. This agreement shall constitute the full and complete commitments between the parties.
- B. Should any provision of this agreement be declared illegal said provision shall become null and void and without force or effect.
- C. The Bargaining Agreement between the Nassau County School Board and Nassau Educational Support Personnel Association will be posted on the Nassau County School Board's website.
- D. This agreement shall supersede any rules, regulations or practices of the Board, and site or department handbooks which will be contrary to or inconsistent with the terms of this agreement.
- E. If needed employees may be used to proctor standardized student assessments. The employee must be provided training and successfully complete the training prior to performing test administration duties.

ARTICLE XIII
TERM OF AGREEMENT

A. General Terms

This Amendment to the Agreement is signed and ratified on March 31, 2022. This Agreement shall be effective July 1, 2021 and shall continue in effect through June 30, 2024.

B. Total Agreement

The parties agree that this Agreement contains all wages, hours, terms and conditions of employment for the contract period 2021-2022.

C. Extension

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

The School Board of Nassau County
1201 Atlantic Avenue
Fernandina Beach, FL 32034

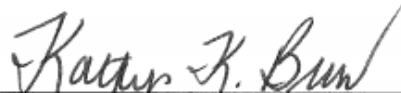
Nassau Educational Support Personnel
Association
1855 Wells Road, Unit 5A
Orange Park, FL 32073



Donna Martin, Chairperson



Brittni Wegmann, Chief Negotiator
Northeast Florida Service Unit



Dr. Kathy K. Burns, Superintendent



Marian Phillips, NESPA President



Leonard Dietzen, NCSB Chief Negotiator

APPENDIX A

SALARY SCHEDULES

**NASSAU COUNTY SCHOOL BOARD
2021-2022 SALARY SCHEDULE
APPENDIX A1**

ACCOUNTANT - PERSONNEL SPECIALISTS

*Annualized Salaries are for illustration only.

Actual hours may vary

STEP	HOURLY RATE	*260 Day *7 Hour
0	\$18.06	\$32,869
1	\$18.26	\$33,233
2	\$18.46	\$33,597
3	\$18.66	\$33,961
4	\$18.86	\$34,325
5	\$19.11	\$34,780
6	\$19.36	\$35,235
7	\$19.61	\$35,690
8	\$19.86	\$36,145
9	\$20.11	\$36,600
10	\$20.41	\$37,146
11	\$20.63	\$37,547
12	\$20.85	\$37,947
13	\$21.07	\$38,347
14	\$21.29	\$38,748
15	\$21.64	\$39,385
16	\$21.89	\$39,840
17	\$22.14	\$40,295
18	\$22.39	\$40,750
19	\$22.64	\$41,205
20	\$23.04	\$41,933
21	\$23.22	\$42,260
22	\$23.40	\$42,588
23	\$23.58	\$42,916
24	\$23.76	\$43,243
25	\$24.21	\$44,062
26	\$24.43	\$44,463
27	\$24.65	\$44,863
28	\$24.87	\$45,263
29	\$25.09	\$45,664
30	\$25.59	\$46,574

2021-2022: Placement on these schedules will be in accordance with Article X. These schedules will be retroactive to July 1, 2021. 2021-2022: All salary schedules were increased by \$0.20/hour, effective July 1, 2021.

NASSAU COUNTY SCHOOL BOARD

2021-2022 SALARY SCHEDULE

APPENDIX A1

BUS DRIVERS

*Annualized Salaries are for illustration only.

*Minimum 5-hour day + over 5 hours in quarters

STEP	HOURLY RATE	*188 Day *5 Hour
0	\$16.70	\$15,698
1	\$16.71	\$15,707
2	\$16.72	\$15,717
3	\$16.73	\$15,726
4	\$17.20	\$16,168
5	\$17.21	\$16,177
6	\$17.22	\$16,187
7	\$17.23	\$16,196
8	\$17.24	\$16,206
9	\$17.25	\$16,215
10	\$17.75	\$16,685
11	\$17.76	\$16,694
12	\$17.77	\$16,704
13	\$17.78	\$16,713
14	\$17.79	\$16,723
15	\$18.60	\$17,484
16	\$18.61	\$17,493
17	\$18.62	\$17,503
18	\$18.63	\$17,512
19	\$18.64	\$17,522
20	\$19.45	\$18,283
21	\$19.46	\$18,292
22	\$19.47	\$18,302
23	\$19.48	\$18,311
24	\$19.49	\$18,321
25	\$20.75	\$19,505
26	\$20.76	\$19,514
27	\$20.77	\$19,524
28	\$20.78	\$19,533
29	\$20.79	\$19,543
30	\$20.80	\$19,552

2021-2022: Placement on these schedules will be in accordance with Article X. These schedules will be retroactive to July 1, 2021. 2021-2022: All salary schedules were increased by \$0.20/hour, effective July 1, 2021.

**NASSAU COUNTY SCHOOL BOARD
2021-2022 SALARY SCHEDULE
APPENDIX A1
CUSTODIANS**

*Annualized Salaries are for illustration only.
Actual hours may vary

STEP	HOURLY RATE	*260 Day *8 Hour
0	\$13.63	\$28,350
1	\$13.77	\$28,642
2	\$13.91	\$28,933
3	\$14.05	\$29,224
4	\$14.19	\$29,515
5	\$14.34	\$29,827
6	\$14.49	\$30,139
7	\$14.64	\$30,451
8	\$14.79	\$30,763
9	\$14.94	\$31,075
10	\$15.14	\$31,491
11	\$15.29	\$31,803
12	\$15.44	\$32,115
13	\$15.59	\$32,427
14	\$15.74	\$32,739
15	\$15.94	\$33,155
16	\$16.09	\$33,467
17	\$16.24	\$33,779
18	\$16.39	\$34,091
19	\$16.54	\$34,403
20	\$16.79	\$34,923
21	\$16.94	\$35,235
22	\$17.09	\$35,547
23	\$17.24	\$35,859
24	\$17.39	\$36,171
25	\$17.69	\$36,795
26	\$17.84	\$37,107
27	\$17.99	\$37,419
28	\$18.14	\$37,731
29	\$18.29	\$38,043
30	\$18.79	\$39,083

2021-2022: Placement on these schedules will be in accordance with Article X. These schedules will be retroactive to July 1, 2021. 2021-2022: All salary schedules were increased by \$0.20/hour, effective July 1, 2021.

**NASSAU COUNTY SCHOOL BOARD
2021-2022 SALARY SCHEDULE
APPENDIX A1**

DATA ENTRY

*Annualized Salaries are for illustration only.
Actual hours may vary

STEP	HOURLY RATE	*260 Day *8 Hour	*219 Day *8 Hour
0	\$15.50	\$32,240	\$27,156
1	\$15.65	\$32,552	\$27,419
2	\$15.80	\$32,864	\$27,682
3	\$15.95	\$33,176	\$27,944
4	\$16.10	\$33,488	\$28,207
5	\$16.30	\$33,904	\$28,558
6	\$16.45	\$34,216	\$28,820
7	\$16.60	\$34,528	\$29,083
8	\$16.75	\$34,840	\$29,346
9	\$16.90	\$35,152	\$29,609
10	\$17.15	\$35,672	\$30,047
11	\$17.30	\$35,984	\$30,310
12	\$17.45	\$36,296	\$30,572
13	\$17.60	\$36,608	\$30,835
14	\$17.75	\$36,920	\$31,098
15	\$18.05	\$37,544	\$31,624
16	\$18.20	\$37,856	\$31,886
17	\$18.35	\$38,168	\$32,149
18	\$18.50	\$38,480	\$32,412
19	\$18.65	\$38,792	\$32,675
20	\$19.00	\$39,520	\$33,288
21	\$19.15	\$39,832	\$33,551
22	\$19.30	\$40,144	\$33,814
23	\$19.45	\$40,456	\$34,076
24	\$19.60	\$40,768	\$34,339
25	\$20.00	\$41,600	\$35,040
26	\$20.15	\$41,912	\$35,303
27	\$20.30	\$42,224	\$35,566
28	\$20.45	\$42,536	\$35,828
29	\$20.60	\$42,848	\$36,091
30	\$21.10	\$43,888	\$36,967

2021-2022: Placement on these schedules will be in accordance with Article X. These schedules will be retroactive to July 1, 2021. 2021-2022: All salary schedules were increased by \$0.20/hour, effective July 1, 2021.

NASSAU COUNTY SCHOOL BOARD

2021-2022 SALARY SCHEDULE

APPENDIX A1

SCHOOL FOOD SERVICE WORKERS

*Annualized Salaries are for illustration only.

Actual hours may vary

STEP	HOURLY RATE	*194 Day *3 Hour	*194 Day *4 Hour	*194 Day *6 Hour
0	\$14.63	\$8,515	\$11,353	\$17,029
1	\$14.77	\$8,596	\$11,462	\$17,192
2	\$14.90	\$8,672	\$11,562	\$17,344
3	\$15.05	\$8,759	\$11,679	\$17,518
4	\$15.18	\$8,835	\$11,780	\$17,670
5	\$15.32	\$8,916	\$11,888	\$17,832
6	\$15.46	\$8,998	\$11,997	\$17,995
7	\$15.60	\$9,079	\$12,106	\$18,158
8	\$15.75	\$9,167	\$12,222	\$18,333
9	\$15.89	\$9,248	\$12,331	\$18,496
10	\$16.05	\$9,341	\$12,455	\$18,682
11	\$16.20	\$9,428	\$12,571	\$18,857
12	\$16.37	\$9,527	\$12,703	\$19,055
13	\$16.54	\$9,626	\$12,835	\$19,253
14	\$16.72	\$9,731	\$12,975	\$19,462
15	\$16.91	\$9,842	\$13,122	\$19,683
16	\$17.08	\$9,941	\$13,254	\$19,881
17	\$17.27	\$10,051	\$13,402	\$20,102
18	\$17.44	\$10,150	\$13,533	\$20,300
19	\$17.62	\$10,255	\$13,673	\$20,510
20	\$17.80	\$10,360	\$13,813	\$20,719
21	\$17.98	\$10,464	\$13,952	\$20,929
22	\$18.15	\$10,563	\$14,084	\$21,127
23	\$18.34	\$10,674	\$14,232	\$21,348
24	\$18.51	\$10,773	\$14,364	\$21,546
25	\$18.70	\$10,883	\$14,511	\$21,767
26	\$18.90	\$11,000	\$14,666	\$22,000
27	\$19.10	\$11,116	\$14,822	\$22,232
28	\$19.30	\$11,233	\$14,977	\$22,465
29	\$19.50	\$11,349	\$15,132	\$22,698
30	\$19.70	\$11,465	\$15,287	\$22,931

2021-2022: Placement on these schedules will be in accordance with Article X. These schedules will be retroactive to July 1, 2021. 2021-2022: All salary schedules were increased by \$0.20/hour, effective July 1, 2021.

NASSAU COUNTY SCHOOL BOARD

2021-2022 SALARY SCHEDULE

APPENDIX A1

SCHOOL LUNCH ACCOUNTANT - WAREHOUSE COORDINATOR

*Annualized Salaries are for illustration only.

Actual hours may vary

STEP	HOURLY RATE	*260 Day *7 Hour
0	\$21.01	\$38,238
1	\$21.23	\$38,639
2	\$21.45	\$39,039
3	\$21.72	\$39,530
4	\$21.98	\$40,004
5	\$22.24	\$40,477
6	\$22.52	\$40,986
7	\$22.81	\$41,514
8	\$23.09	\$42,024
9	\$23.38	\$42,552
10	\$23.66	\$43,061
11	\$24.00	\$43,680
12	\$24.34	\$44,299
13	\$24.67	\$44,899
14	\$25.01	\$45,518
15	\$25.36	\$46,155
16	\$25.70	\$46,774
17	\$26.05	\$47,411
18	\$26.40	\$48,048
19	\$26.74	\$48,667
20	\$27.09	\$49,304
21	\$27.44	\$49,941
22	\$27.78	\$50,560
23	\$28.13	\$51,197
24	\$28.48	\$51,834
25	\$28.83	\$52,471
26	\$29.18	\$53,108
27	\$29.53	\$53,745
28	\$29.88	\$54,382
29	\$30.23	\$55,019
30	\$30.58	\$55,656

2021-2022: Placement on these schedules will be in accordance with Article X. These schedules will be retroactive to July 1, 2021. 2021-2022: All salary schedules were increased by \$.20/hour, effective July 1, 2021.

NASSAU COUNTY SCHOOL BOARD

2021-2022 SALARY SCHEDULE

APPENDIX A1

PARAS AND RECEPTIONISTS

*Annualized Salaries are for illustration only.

Actual hours may vary

STEP	HOURLY RATE	*188 Day *5 Hour	*188 Day *7 Hour	*260 Day *7 Hour
0	\$14.10	\$13,254	\$18,556	\$25,662
1	\$14.25	\$13,395	\$18,753	\$25,935
2	\$14.40	\$13,536	\$18,950	\$26,208
3	\$14.55	\$13,677	\$19,148	\$26,481
4	\$14.70	\$13,818	\$19,345	\$26,754
5	\$14.90	\$14,006	\$19,608	\$27,118
6	\$15.07	\$14,166	\$19,832	\$27,427
7	\$15.24	\$14,326	\$20,056	\$27,737
8	\$15.41	\$14,485	\$20,280	\$28,046
9	\$15.58	\$14,645	\$20,503	\$28,356
10	\$15.83	\$14,880	\$20,832	\$28,811
11	\$16.01	\$15,049	\$21,069	\$29,138
12	\$16.19	\$15,219	\$21,306	\$29,466
13	\$16.37	\$15,388	\$21,543	\$29,793
14	\$16.55	\$15,557	\$21,780	\$30,121
15	\$16.85	\$15,839	\$22,175	\$30,667
16	\$17.03	\$16,008	\$22,411	\$30,995
17	\$17.21	\$16,177	\$22,648	\$31,322
18	\$17.39	\$16,347	\$22,885	\$31,650
19	\$17.57	\$16,516	\$23,122	\$31,977
20	\$17.92	\$16,845	\$23,583	\$32,614
21	\$18.07	\$16,986	\$23,780	\$32,887
22	\$18.22	\$17,127	\$23,978	\$33,160
23	\$18.37	\$17,268	\$24,175	\$33,433
24	\$18.52	\$17,409	\$24,372	\$33,706
25	\$18.92	\$17,785	\$24,899	\$34,434
26	\$19.07	\$17,926	\$25,096	\$34,707
27	\$19.22	\$18,067	\$25,294	\$34,980
28	\$19.37	\$18,208	\$25,491	\$35,253
29	\$19.52	\$18,349	\$25,688	\$35,526
30	\$20.02	\$18,819	\$26,346	\$36,436

2021-2022: Placement on these schedules will be in accordance with Article X. These schedules will be retroactive to July 1, 2021. 2021-2022: All salary schedules were increased by \$0.20/hour, effective July 1, 2021.

NASSAU COUNTY SCHOOL BOARD

2021-2022 SALARY SCHEDULE

APPENDIX A1

SCHOOL SECRETARY - BOOKKEEPERS

SUPERVISOR SECRETARIES - ATTENDANCE ASST.

*Annualized Salaries are for illustration only.

Actual hours may vary

STEP	HOURLY RATE	*188 Day *7 Hour	*196 Day *7 Hour	*224 Day *7 Hour	*260 Day *7 Hour
0	\$16.30	\$21,451	\$22,364	\$25,558	\$29,666
1	\$16.48	\$21,688	\$22,611	\$25,841	\$29,994
2	\$16.66	\$21,925	\$22,858	\$26,123	\$30,321
3	\$16.84	\$22,161	\$23,104	\$26,405	\$30,649
4	\$17.02	\$22,398	\$23,351	\$26,687	\$30,976
5	\$17.22	\$22,662	\$23,626	\$27,001	\$31,340
6	\$17.42	\$22,925	\$23,900	\$27,315	\$31,704
7	\$17.62	\$23,188	\$24,175	\$27,628	\$32,068
8	\$17.82	\$23,451	\$24,449	\$27,942	\$32,432
9	\$18.02	\$23,714	\$24,723	\$28,255	\$32,796
10	\$18.27	\$24,043	\$25,066	\$28,647	\$33,251
11	\$18.52	\$24,372	\$25,409	\$29,039	\$33,706
12	\$18.77	\$24,701	\$25,752	\$29,431	\$34,161
13	\$19.02	\$25,030	\$26,095	\$29,823	\$34,616
14	\$19.27	\$25,359	\$26,438	\$30,215	\$35,071
15	\$19.57	\$25,754	\$26,850	\$30,686	\$35,617
16	\$19.82	\$26,083	\$27,193	\$31,078	\$36,072
17	\$20.07	\$26,412	\$27,536	\$31,470	\$36,527
18	\$20.32	\$26,741	\$27,879	\$31,862	\$36,982
19	\$20.57	\$27,070	\$28,222	\$32,254	\$37,437
20	\$20.92	\$27,531	\$28,702	\$32,803	\$38,074
21	\$21.17	\$27,860	\$29,045	\$33,195	\$38,529
22	\$21.42	\$28,189	\$29,388	\$33,587	\$38,984
23	\$21.67	\$28,518	\$29,731	\$33,979	\$39,439
24	\$21.92	\$28,847	\$30,074	\$34,371	\$39,894
25	\$22.32	\$29,373	\$30,623	\$34,998	\$40,622
26	\$22.47	\$29,571	\$30,829	\$35,233	\$40,895
27	\$22.62	\$29,768	\$31,035	\$35,468	\$41,168
28	\$22.77	\$29,965	\$31,240	\$35,703	\$41,441
29	\$22.92	\$30,163	\$31,446	\$35,939	\$41,714
30	\$23.42	\$30,821	\$32,132	\$36,723	\$42,624

2021-2022: Placement on these schedules will be in accordance with Article X. These schedules will be retroactive to July 1, 2021. 2021-2022: All salary schedules were increased by \$0.20/hour, effective July 1, 2021.

**NASSAU COUNTY SCHOOL BOARD
2021-2022 SALARY SCHEDULE
APPENDIX A1**

LEAD TECHNICIAN

*Annualized Salaries are for illustration only.
Actual hours may vary

STEP	HOURLY RATE	*260 Day *8 Hour
0	\$26.02	\$54,122
1	\$26.26	\$54,621
2	\$26.50	\$55,120
3	\$26.74	\$55,619
4	\$27.00	\$56,160
5	\$27.25	\$56,680
6	\$27.50	\$57,200
7	\$27.76	\$57,741
8	\$28.02	\$58,282
9	\$28.28	\$58,822
10	\$28.55	\$59,384
11	\$28.82	\$59,946
12	\$29.09	\$60,507
13	\$29.37	\$61,090
14	\$29.66	\$61,693
15	\$29.95	\$62,296
16	\$30.24	\$62,899
17	\$30.53	\$63,502
18	\$30.82	\$64,106
19	\$31.21	\$64,917
20	\$31.59	\$65,707

2021-2022: Placement on these schedules will be in accordance with Article X. These schedules will be retroactive to July 1, 2021. 2021-2022: All salary schedules were increased by \$0.20/hour, effective July 1, 2021.

**NASSAU COUNTY SCHOOL BOARD
2021-2022 SALARY SCHEDULE
APPENDIX A1**

MAINTENANCE and TRANSPORTATION TECHNICIAN

*Annualized Salaries are for illustration only.

Actual hours may vary

STEP	HOURLY RATE	*260 Day *8 Hour
0	\$21.34	\$44,387
1	\$21.73	\$45,198
2	\$22.12	\$46,010
3	\$22.51	\$46,821
4	\$22.90	\$47,632
5	\$23.29	\$48,443
6	\$23.68	\$49,254
7	\$24.07	\$50,066
8	\$24.46	\$50,877
9	\$24.85	\$51,688
10	\$25.24	\$52,499
11	\$25.63	\$53,310
12	\$26.02	\$54,122
13	\$26.41	\$54,933
14	\$26.80	\$55,744
15	\$27.19	\$56,555
16	\$27.58	\$57,366
17	\$27.97	\$58,178
18	\$28.36	\$58,989
19	\$28.75	\$59,800
20	\$29.13	\$60,590

2021-2022: Placement on these schedules will be in accordance with Article X. These schedules will be retroactive to July 1, 2021. 2021-2022: All salary schedules were increased by \$0.20/hour, effective July 1, 2021.

**NASSAU COUNTY SCHOOL BOARD
2021-2022 SALARY SCHEDULE
APPENDIX A1**

**TECHNICIAN HELPER
COURIER**

*Annualized Salaries are for illustration only.
Actual hours may vary

STEP	HOURLY RATE	*260 Day *8 Hour
0	\$15.34	\$31,907
1	\$15.73	\$32,718
2	\$16.12	\$33,530
3	\$16.51	\$34,341
4	\$16.90	\$35,152
5	\$17.29	\$35,963
6	\$17.68	\$36,774
7	\$18.07	\$37,586
8	\$18.46	\$38,397
9	\$18.85	\$39,208
10	\$19.24	\$40,019
11	\$19.63	\$40,830
12	\$20.02	\$41,642
13	\$20.41	\$42,453
14	\$20.80	\$43,264
15	\$21.19	\$44,075
16	\$21.58	\$44,886
17	\$21.97	\$45,698
18	\$22.36	\$46,509
19	\$22.75	\$47,320
20	\$23.13	\$48,110

2021-2022: Placement on these schedules will be in accordance with Article X. These schedules will be retroactive to July 1, 2021. 2021-2022: All salary schedules were increased by \$0.20/hour, effective July 1, 2021.

**NASSAU COUNTY SCHOOL BOARD
2021-2022 SALARY SCHEDULE
APPENDIX A1**

HELPER

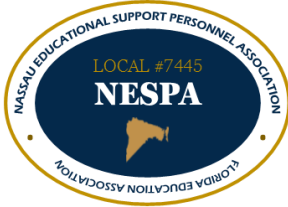
*Annualized Salaries are for illustration only.
Actual hours may vary

STEP	HOURLY RATE	*260 Day *8 Hour
0	\$10.65	\$22,152
1	\$10.76	\$22,381
2	\$10.87	\$22,610
3	\$10.98	\$22,838
4	\$11.09	\$23,067
5	\$11.20	\$23,296
6	\$11.31	\$23,525
7	\$11.42	\$23,754
8	\$11.54	\$24,003
9	\$11.66	\$24,253
10	\$11.78	\$24,502
11	\$11.90	\$24,752
12	\$12.02	\$25,002
13	\$12.14	\$25,251
14	\$12.26	\$25,501
15	\$12.38	\$25,750
16	\$12.50	\$26,000
17	\$12.62	\$26,250
18	\$12.74	\$26,499
19	\$12.86	\$26,749
20	\$12.99	\$27,019

2021-2022: Placement on these schedules will be in accordance with Article X. These schedules will be retroactive to July 1, 2021. 2021-2022: All salary schedules were increased by \$0.20/hour, effective July 1, 2021.

APPENDIX B

MEMBERSHIP FORM



Nassau Educational Support Personnel Association

Local #7445

2021-2022

SCHOOL/WORKSITE _____

JOB TITLE: _____

SSN(LAST 4) XXX-XX-_____ DATE OF BIRTH _____

NAME _____

ADDRESS _____

CITY, STATE _____ ZIP _____

HOME/CELL PHONE # _____

HOME E-MAIL _____

Read and check both boxes below:

Membership Commitment: Yes, I want to join my colleagues by becoming a member of the NEA, AFT, FEA, AFL-CIO, Northeast Florida Service Unit (NEFSU), and Nassau Educational Support Personnel Association (NESPA). I hereby request and voluntarily accept membership in the NEA, AFT, FEA, AFL-CIO, NEFSU, and NESPA, and agree to abide by the Constitution and Bylaws of all organizations.

Annual Payment Authorization: Yes, I authorize payment by cash, credit card, electronic funds transfer or the Nassau County School District to deduct from my pay in each pay period a pro-rata portion of the annual dues, fees and assessments required for membership in the NEA, AFT, FEA, AFL-CIO, NEFSU, and NESPA. I fully understand that the annual dues required for membership in the six organizations are subject to periodic change by the six governing bodies of the organizations. This authorization continues annually regardless of my membership status, unless (a) I revoke this authorization upon 30 days' notice in writing sent via email, fax or US mail to the employer and employee organization according to Florida Statue 447.303, or (b) my employment with the school district ends.

I understand that this agreement is voluntary and is not a condition of employment, and that I have the legal right to refuse to sign this agreement without suffering any reprisal.

Dues will be paid in 24 payroll deductions of \$14.02.
NESPA only deducts dues when the application is processed and will only collect dues moving forward.
Back dues are not required.

MEMBER SIGNATURE

DATE

LOCAL ASSOCIATION REPRESENTATIVE

APPENDIX C

GRIEVANCE FORM

**THE SCHOOL BOARD OF NASSAU COUNTY
GRIEVANCE FORM**

Grievant(s) _____ School/Work Site _____
Address _____

GRIEVANT – *Complete, file with immediate supervisor, keep a copy.*

LEVEL I – (Immediate Supervisor)

Date of Alleged Grievance _____ Article & Section Grieved _____

Statement of Alleged Grievance _____

Relief Sought _____

Witnesses (if any) _____

Evidence Produced by You (*List all evidence submitted with this form.*)

Informal Meeting Requested: Yes _____ No _____

Signature of Employee(s) _____ Date _____

IMMEDIATE SUPERVISOR – Complete and distribute copies.

LEVEL I

Date Received from Grievant _____ Date of Informal Meeting _____

Evidence Produced by You (*List all evidence submitted with this form.*)

Decision _____

Date Grievance Forwarded _____ Date Returned to Grievant _____

Signature _____ Title _____ Date _____

Copies to: Grievant (original), Superintendent, Association, supervisor file.

**THE SCHOOL BOARD OF NASSAU COUNTY
GRIEVANCE FORM**

GRIEVANT – Complete, file with Superintendent, and keep a copy.

LEVEL II APPEAL

I do hereby notify you that I am appealing the **Level I** decision to **Level II**.

Reason: (Attach sheets if needed).

Evidence Produced By You (*List all evidence submitted with this form*).

Signature of Employee(s) _____

_____ Date _____

SUPERINTENDENT – Complete and distribute copies.

LEVEL II

Date Received _____ Meeting Requested: Yes _____ No _____ Meeting Time _____
Decision _____

Date Returned to Grievant _____

Signature _____ Title _____ Date _____

Copies to: **1.** File (original); **2.** Association; **3.** Grievant; **4.** Supervisor Level I

ARBITRATION – To be completed by Grievant. File with Superintendent.

LEVEL III

Person Making Request _____ Date _____

Association Representative Yes _____ No _____

Date of Request to AAA _____

Date Received by Superintendent _____

APPENDIX D

EVALUATION FORM

NASSAU COUNTY SCHOOL BOARD
 NON-INSTRUCTIONAL PERFORMANCE EVALUATION
 SCHOOL YEAR _____ DATE _____

Employee Name	Employee ID #	Job Title	School/Department
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Outstanding: Comments documenting outstanding performance required. **Satisfactory:** Comments not required.
Needs Improvement: Comments specifying changes desired in job performance required. **Unsatisfactory:** Comments documenting performance deficiencies required.

Instructions: Enter an (X) in the box which best reflects the performance of the employee for each job performance description. Use COMMENTS space to describe employee's strengths and weaknesses.

	Unsatisfactory	Needs Improvement	Satisfactory	Outstanding	
1. ATTENDANCE AND PUNCTUALITY					
a. Attends work regularly.....					
b. Provides timely notification of absences.....					
c. Arrives to work on time.....					
d. Begins assignments promptly.....					
e. Completes certificate of absence in timely manner.....					
2. QUALITY AND QUANTITY OF WORK					
a. Produces effective results.....					
b. Makes appropriate decisions.....					
c. Demonstrates efficient use of resources.....					
d. Maintains accurate, legible reports/records.....					
e. Submits reports/records in a timely manner.....					
f. Maintains clean and neat work area.....					
3. PROFESSIONALISM AND TEAMWORK					
a. Demonstrates a courteous manner.....					
b. Works cooperatively.....					
c. Demonstrates flexibility.....					
d. Accepts constructive criticism (job performance).....					
e. Maintains appropriate appearance.....					
4. COMPLIANCE WITH POLICIES AND PROCEDURES					
a. Follows local, state and federal policies and procedures.....					
b. Complies with safety procedures.....					
c. Maintains confidentiality.....					
5. JOB SKILLS AND KNOWLEDGE					
a. Demonstrates knowledge and skills for current assignment...					
b. Operates required equipment properly.....					
c. Follows directions.....					
d. Participates in professional development.....					
e. Uses effective oral/written communication.....					
6. INITIATIVE					
a. Works efficiently with minimum supervision.....					
b. Organizes time and work.....					
c. Uses time effectively.....					
d. Accepts assigned tasks willingly.....					
e. Improves service to students/school(s).....					
f. Shows enthusiasm and positive attitude.....					

Supervisor's comments:

Employee's comments: Attach additional sheet if needed.

Recommend Another Evaluation in _____ Months

 Supervisor's Signature Date
 Copy – Supervisor Copy – Employee

 Employee's Signature Date
 (My signature does not imply agreement with this evaluation, but signifies that I have received a copy of the evaluation.)

NONINSTRUCTIONAL PERFORMANCE EVALUATION GUIDELINES

Each Job Performance Description must be addressed and assigned a rating of either Outstanding, Satisfactory, Needs Improvement or Unsatisfactory.

Rating Descriptions

Outstanding

Indicates exceptional performance that consistently exceeds the requirements of the position and the level of performance commensurate with the experience of the employee. If this rating is used, there must be written support with specific comments and examples.

Satisfactory

Indicates performance that consistently meets the requirements of the position and the level of performance expected commensurate with the experience of the employee.

Needs Improvement

Indicates performance that requires additional attention to ensure an acceptable level of proficiency. Further, this performance is not characteristic of the requirements for the position nor the experience of the employee. If this rating is used, there must be written support regarding how the performance is to be improved.

Unsatisfactory

Indicates performance that does not meet the minimum requirements of the position and the level of performance expected commensurate with the experience of the employee. If this rating is used, there must be written support regarding how the performance is to be improved.

Needs improvement or Unsatisfactory Ratings

Concerns or unsatisfactory performance that may result in a “Needs Improvement” or “Unsatisfactory” rating must be documented on the Notification of Less Than Satisfactory Performance form, prior to the assignment of such ratings. Notification should be given to the employee in sufficient time to allow for improvement of the noted concern(s). This requirement does not apply to misconduct or safety concerns.

Misconduct or breach of rules should be subject to discipline and not subject to the “time-to-improve” standard. However, such misconduct can still be noted as part of the Performance Evaluation process. See NESPA Contract, Article VII – Discipline of Employee and Administrative Rule 3.19.

Value of Ratings

In the event of a Reduction in Force and a need to implement the contractual language relating to merit and ability as demonstrated by performance evaluation arises, the following ratings will be assigned to facilitate assigning a total numeric score to the entire evaluation:

Outstanding – 2; Satisfactory – 2; Needs Improvement – 1; and Unsatisfactory – 0.

See NESPA Contract, Article V – Vacancies, Transfers & Reduction in Personnel, F. c. 1.

Copies

The original should be sent to the Personnel Department, and the administrator should maintain a copy at the work site and provide the employee with a copy.

APPENDIX E
INCENTIVE PLAN

NON-INSTRUCTIONAL EMPLOYEE INCENTIVE COMPENSATION

The Nassau County School Board and Nassau Educational Support Personnel Association (NESPA) desire to encourage employees to attain skills and/or education to enhance their work performance. It is understood that effort, time, and expense are required to obtain skills and education, and that licenses and certifications may require the periodic purchase of a license and/or periodic continuing education in order to maintain certification or licensure.

In addition, the NCSB and NESPA desire to assign monetary value to skill/educational attainment that represents comparable compensation according to the effort, time, and expense required to attain and/or maintain one type of skill/educational credential as compared to another.

Therefore, the Non-Instructional Employee Incentive Planning Team recommends the following incentive pay supplements that represent fair and equitable opportunities for all non-instructional employees in all positions to attain skills and/or education related to their job assignments, to receive extra compensation for doing so, and to assist with the recurring costs of maintaining credentials.

Educational Attainment (Applies to all district positions):

Associates Degree or higher (Note: Paraprofessionals are currently eligible for a supplement for degrees/college credits/exam which is recommended to continue as stated in the NESPA contract.)	\$0.50 per hour
Technical or Workforce Certificate in an area related to an employee's job assignment as determined by the school district	\$0.30 per hour

All degrees and/or certificates must be awarded by accredited technical schools, colleges or universities. The employee is responsible for submitting a valid diploma or certificate to the Human Resources Department to be kept on file. A maximum of one college degree, two certificates, or one degree and one certificate is permitted.

Industry Certification/Licensure:

<u>ASE FAPT or Part 609 refrigerant recovery Certifications</u> up	\$0.25 per hour per certification area, to 5 certification areas
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State of Florida or Nassau County Contractor License or Journeyman or Master License for HVAC Electrical, Plumbing, or LP Natural Gas licensures

\$3.00 per hour for one or more

(Applies to all levels of workers in the Facilities Department whose job assignments include working in the areas of HVAC, electrical, and/or plumbing. It is understood that Facilities workers are "multi-craft" workers and the possession of a license does not limit the worker to a particular type of work.)

Backflow Assembly Testing Certification or Fire Alarm System Agent

\$1.00 per hour

(Applies to all levels of workers in the Facilities Department. It is understood that Facilities workers are "multi-craft" workers and the possession of a certificate does not limit the worker to a particular type of work.)

Refrigerant Recovery Certification

(Applies to all levels of workers in the Facilities Department. It is understood that facilities workers are "multi-craft" workers and the possession of a certificate does not limit the worker to a particular type of work

Current certified employees:

- Type I, Type II, Type III \$0.25 per hour
- Universal \$0.50 per hour

Employees hired or receiving certification after November 14, 2019:

- Type 1, Type II, Type III \$0.00 per hour
- Universal \$0.50 per hour

Microsoft Office and/or Adobe Acrobat Professional Certifications

(Applies to workers in office or instructional settings.)

\$0.25 per hour for each certification up to 5 certifications. Must be for current products.

Employees must maintain on file with the school district proof of current, valid certifications/license(s).

Food Service Worker Certification: It is recommended that the current compensation for certification as described in the NESPA contract for Food Service Workers be continued.

Bus Driver Attendance Bonus

1. Applies to full time bus drivers who have been employed since the first annual in-service and work the full school year.
2. An annual maximum of \$500 to be paid at the end of the school year.
 - a. \$100 Quarterly if:
 - i. No absences from work, including in-services, for any reason during that quarter.
 - ii. For bonus purposes, being late counts as an absence if:
 1. A substitute driver must start or cover any portion of your route.
 2. You start your route more than 5 minutes after your route's scheduled departure time more than 3 times in the quarter.
 - b. \$100 annually if the bonus was earned in all 4 quarters.

Safe Driver Designation

(Applies to full time bus drivers who have been employed since the first day of school.)

Fifty Dollars (\$50.00) per quarter if no points are assessed under the safe driving plan and if no discipline (written or above) is received during that quarter. Any driver who qualifies for all four quarters will receive an additional One Hundred Dollars (\$100.00) for that year. All payments shall be payable to active employees at the end of the school year.

Any driver receiving three (3) or more points is not eligible for any bonus.

Lead Custodian

\$1,000.00 per year

(Lead Custodians have no supervisory authority over other bargaining unit employees.)

APPENDIX F

Transfer Form

MEMORANDA OF UNDERSTANDING



MEMORANDUM OF UNDERSTANDING
School Board of Nassau County
And
The Nassau Educational Support Personnel Association



This Agreement dated this 16th day of September is between the Nassau County School Board (NCSB) and the Nassau Educational Support Personnel Association (NESPA) relating to all non-instructional personnel and with respect to working conditions due to the COVID-19 Pandemic.

1. CLEANING AND SAFETY PROVISIONS AT WORK

- a. The District will ensure that each worksite has adequate cleaning supplies, including disinfectant and hand sanitizer. Non-Custodial employees are not required to deep clean or sanitize classrooms; however, these supplies will be available for their use to keep common and high traffic areas clean and sanitized.
- b. Nothing prohibits an employee from wearing PPE at any time and the district will provide face masks for any employee who requests one. The district requires PPE (masks) to be worn by all employees while indoors or in an enclosed space/vehicle. The mask requirement of this agreement will be in effect immediately, and the ending date will be data driven. The following will apply:
 1. Masks will be provided to all employees.
 2. If an employee forgets or misplaces his/her mask, another mask will be provided and will not be subject to disciplinary action.
 3. Exceptions will only be made for verified medical or religious reasons.
 4. Face shields may be worn in combination with a mask.

2. COVID-19 QUARANTINE AND ILLNESS ADMINISTRATIVE LEAVE:

Due to increasing cases of COVID-19 and increasing cases of the Delta Variant, in addition to the leave options available in the Collective Bargaining Agreement between the parties, the following paid administrative COVID leave shall be provided to NEPSA employees for the 2021-2022 school year:

Ten (10) days of paid administrative leave, based on their regular rate of pay for certain COVID-19 related issues shall be made available to eligible employees.

Terms and eligibility:

1. Specifically, employees who have been placed under isolation or quarantine by the Nassau County Health Department will be eligible for leave under this provision.
2. Additionally, an employee who is experiencing symptoms of COVID-19 or any variants thereof and is seeking medical diagnosis which results in a positive test will be eligible for leave under this provision. Documentation from the health care provider or Health department will be required and must be submitted, upon request.
3. Employees will be required to provide a copy of the "Voluntary Agreement to Isolate/Quarantine at Home" letter, obtained from the Health Department or a doctor's order to the immediate supervisor if requested.

4. Vaccination status of an individual will have no bearing on eligibility for this leave provision.
5. Employees who need to isolate or quarantine and have already used 10-days of leave under this agreement will be required to take sick, personal, vacation or unpaid leave.
6. Absences related to COVID-19 shall not be reflected in the personnel evaluation.

Terms and Conditions:

This Agreement sets forth an entire agreement between the parties hereto and shall supersede all prior agreements or understandings between the parties; except that all other provisions of the parties' Collective Bargaining Agreement, which remain in full effect. In the event of a conflict between this Memorandum of Understanding and the parties' Collective Bargaining Agreements, the Collective Bargaining Agreements shall prevail unless mutually agreed by the parties in writing.


This Agreement may not be amended except by a written agreement signed by the parties.

This Memorandum shall commence effective from the date of Board approval and union ratification and will be retroactive to July 1, 2021, and will be in effect until June 30, 2022, unless otherwise mutually agreed to by the parties in the writing.

Dated this 16th day of September 2021.



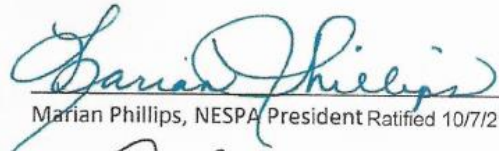
Donna Martin, NCSB Chairperson
Board Approval 10/14/2021



Dr. Kathy K. Burns, NCSB Superintendent
Board Approval 10/14/2021



Leonard Dietzen, Chief Negotiator



Marian Phillips, NESPA President Ratified 10/7/21



Brittni Wegmann, Northeast Florida Service Unit
Director Ratified 10/7/21



MEMORANDUM OF UNDERSTANDING

School Board of Nassau County
And
The Nassau Educational Support Personnel Association

2021-2022 Relief Payment

This Agreement is between the Nassau County School Board ("The District") and the Nassau Educational Support Personnel Association ("NESPA") relating to school support personnel and with respect to the 2021-2022 School Year.

WHEREAS NESPA and the District recognize the additional work employees have been tasked with during the reopening of school during the pandemic. This additional work has been recognized by the Governor and legislature through the award of a relief payment to a subgroup of district employees, excluding all NESPA unit employees.

THEREFORE, The District will pay eligible employees in the NESPA bargaining unit not funded from the Governor's Disaster Relief Award, an equal payment of \$1,082.84.

Eligibility:

- Current employees in the NESPA bargaining unit who were also employed as of May 25, 2021, will be eligible for the relief payment if they remain employed at the time of ratification
- Employees already receiving a relief payment from the Governor's award will not be eligible for this district funded payment.
- Employees on leave of absence must have been present for one day during either the October 2020 or February 2021 FTE survey during the 2020-2021 School Year.

Timing:

- Payment will be made within 15 days of receiving approval and funding from the American Rescue Plan (ARP).

ADDITIONALLY, all current NESPA employees will receive a \$1082.84 one-time bonus contingent upon approval and funding from the American Rescue Plan (ARP).

Eligibility:

- All current employees in the NESPA bargaining unit and those hired on or after August 10, 2021, will be eligible for the additional one-time bonus payment if they remain employed at the time of ratification.
- Employees on leave of absence must have been present for one day during either the October 2021 or February 2022 FTE survey during the 2021-2022 School Year.

Timing:

- Payment will be made within 15 days of receiving approval and funding from the American Rescue Plan (ARP).

This agreement will sunset on June 30, 2022, unless extended by both parties in the event the award is delayed due to unforeseen circumstances.

By signing this MOU, NESPA and the District agree to the terms of this MOU.

Dated this 3rd of November 2021



Marian Phillips, NESPA President



Brittni Wegmann, Northeast Florida Service Unit Director



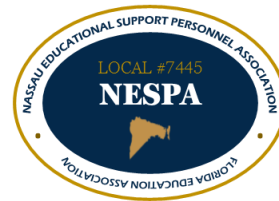
Dr. Kathy Burns, NCSB Superintendent



Donna Martin, NCSB Chairperson



Memorandum of Understanding
Between The School Board of Nassau County, Florida
And
Nassau Educational Support Personnel Association
Recruiting and Sign On Bonuses
2021-2022



This memorandum is written between the School Board of Nassau County Public Schools (hereinafter referred to as "The Board") and the Nassau Educational Support Personnel Association (hereinafter referred to as "NESPA") for the 2021-2022 school year regarding the recruitment and retention of school bus drivers.

Currently, the position of school bus driver is an area of critical shortage for the Nassau County School District. Maintaining high performing professional bus drivers is imperative to ensuring the safety of students in Nassau County.

Definitions:

- A. **New Hire School Bus Driver** – Any newly hired bus driver, with or without previous experience, training and/or licensing, hired after the date of this MOU. In order to qualify for any bonus under this definition, the newly hired driver cannot have been employed as a school bus driver with the Nassau County School District during the previous 180 days.
- B. **Entry Level School Bus Driver** – A **New Hire School Bus Driver** of the Nassau County School District that required training to be licensed to operate a school bus prior to employment.
- C. **Prequalified School Bus Driver** – A **New Hire School Bus Driver** of the Nassau County School district who currently has a Commercial Driver's License (CDL) with Passenger (P) and School Bus (S) Endorsements, is CPR certified, does not require training under Florida Administrative Code, and is currently employed or has been employed as a school bus driver during the previous year.

1. Process for Payment of Bonuses:

- A. **Sign on Bonus for All New Hire School Bus Drivers** – A lump sum of five hundred dollars (\$500.00) will be paid to any newly hired Entry Level School Bus Driver, or lump sum of one thousand dollars (\$1,000.00) will be paid to any newly hired Prequalified School Bus Driver, for the Nassau County School District after fulfilling the conditions established below. Payments are retroactive for employees hired after June 30, 2021.
- B. **Sign on Bonus for Entry Level School Bus Driver and Prequalified School Bus Driver** – An additional lump sum payment of one thousand dollars (\$1,000) will be paid to an Entry Level School Bus Driver or Prequalified School Bus Driver for the Nassau County School District after fulfilling the conditions established below.

2. Conditions of Payment for Recruiting, New Hire Bus Driver, Entry Level Bus Driver and Prequalified Bus Drivers Bonuses

- A. **Sign on Bonus for All New Hire School Bus Drivers:** Once any New Hire School Bus Driver completes one hundred and eighty (180) school days of employment for the Nassau County School District and has been reappointed, the Entry Level School Bus Driver is eligible for a one-time sign on bonus in the amount of \$500 and the Prequalified School Bus Driver is eligible for a one-time sign on bonus in the amount of \$1,000.

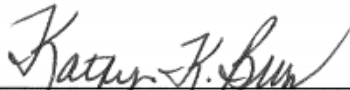
- B. Sign on Bonus for Entry Level School Bus Driver and Prequalified School Bus Driver:** Once a new hire bus driver completes one hundred and eighty (180) school days of employment for the Nassau County School District and has been reappointed, the driver is eligible for an additional sign on bonus in the amount of \$1,000 after meeting the following criteria:
1. No unapproved absences or callouts. No more than 4 approved absences during the 180-day period.
 2. Safely fulfill duties as an Entry Level School Bus Driver or Prequalified School Bus Driver for the Nassau County School District as determined by no points awarded by the Safety Committee and no traffic violation citations from law enforcement.
 3. Pass all administered drug and alcohol tests.
 4. No disciplinary action at the level of written warning or above.

This Memorandum of Understanding ends on May 25, 2022.


The School Board of Nassau County
1201 Atlantic Avenue
Fernandina Beach, FL 32034



Donna Martin, Chairperson



Dr. Kathy K. Burns, Superintendent

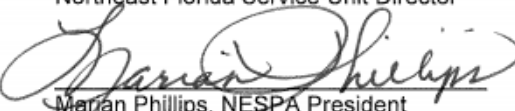


Leonard Dietzen, NCSB Chief Negotiator

Nassau Educational Support Personnel
Association
1855 Wells Road, Unit 5A
Orange Park, Florida 32073



Brittni Wegmann, Chief Negotiator
Northeast Florida Service Unit Director



Marian Phillips, NESPA President