

**The School Board of Jackson County
2903 Jefferson Street
Marianna, Florida 32446**

**MASTER
CONTRACT
2013-2016**

Between

**THE JACKSON COUNTY
SCHOOL BOARD**

And

**THE JACKSON COUNTY
EDUCATION ASSOCIATION**

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PREAMBLE

This Agreement, entered into this 19th day of November, 2013, by and between the School Board of Jackson County, Florida, (hereinafter referred to as the “Board”) and the Jackson County Education Association, (hereinafter referred to as the “Association”).

Witnesseth

WHEREAS, the Board and the Association recognize and agree that providing a quality education for the children of the Jackson County Public School System is their mutual aim, and

WHEREAS, the Board and the Association recognize and agree that the Board is engaged in administering essential public educational programs and that the Association represents teachers who are engaged in providing educational services, and

WHEREAS, the Association, as the certified and exclusive representative of teaching personnel, and the Board have agreed to bargain collectively in the determination of wages, hours and terms and conditions of employment of the public employees within the bargaining unit, and the representative of both parties shall meet at mutually agreed times and places and bargain in good faith, and

WHEREAS, the Board and the Association, following extended and deliberate negotiations, have reached agreement on such matters which both parties now desire to execute in the agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

Article 1

Recognition

1.1 The Board and the Association agree to comply fully and completely with Section 447 of the Florida Statutes and all other Florida laws, State Board of Education regulations, and Jackson County School Board policies.

1.2 The Board hereby recognizes the Jackson County Education Association, an affiliate of the Florida Education Association (FEA), the National Education Association, (NEA), the American Federation of Teachers, (AFT) and the AFL-CIO as the certified exclusive bargaining agent for all certified personnel in the bargaining unit as follows:

INCLUDED: All certified personnel (teachers) who are employed one-half of the contractual year (daily or hourly equivalent) or more in the following job title categories: Teachers, Guidance Counselors, Reading Coaches, Bachelor Level Speech Therapists, Teachers of the Gifted, Tutor for Hard of Hearing (~~Title I~~), Teachers of Students With Disabilities, Technology Coordinators, Work Experience Teachers, DCT Teachers, Media Specialists, Part-Time Teachers, Adult Education Teachers, Occupational Specialists, Jr. ROTC Instructors, and any other Instructional Personnel not listed.

EXCLUDED: Superintendent, Director of Instructional Materials and Media, Director of Title I, Administrator of Finance, Director of Special Programs, Administrator of Programs, Director of Adult Education, Deputy Administrator, Director of Vocational Education, Director of Pupil Personnel and Staff Training, Principals, Assistant Principals, Director of Career Education, Director of Exceptional Students and Helping Teachers, Principals of Adult Education, Supervising Principal, Office Clerical and similar Secretarial positions, and all other School Board employees not listed in inclusions, except that representation will cover all personnel assigned to newly created non-supervisory teaching positions.

1.3 The employer agrees not to negotiate with any other teacher organization other than this Association for the duration of the agreement concerning wages, hours and terms and conditions of employment for the bargaining unit employees described in paragraph 1.2 above, unless another teachers' organization wins a bargaining election. The term "teacher" when used thereafter in this agreement shall refer to all certified personnel represented by the Association, in the bargaining unit defined in paragraph 1.2 above.

1.4 Another teacher's organization may challenge by election, the exclusive representation rights of the Association by submitting evidence that the organization has as members at least thirty percent (30%) of the certified personnel exclusive of management. Such evidence shall be submitted according to the rules and regulations of the Public Employees Relations Commission. All costs of a representation election shall be paid by the challenging organization.

Article 2

Association Rights and Responsibilities

- 2.1** The Association shall have the right to post notices of activities and association business on a bulletin board designated for such use by the principal in each school. The association shall have the right to use teacher mailboxes and GroupWise for communications to teachers regarding meetings, legislative updates and other educational uses.
- 2.2** The Association shall have the right to hold meetings in school buildings and shall not be denied arbitrarily the right to use school equipment and facilities at reasonable times, when not otherwise in use, and provided use is first scheduled with the school principal. The Association shall accept full responsibility for the cost and damages, materials and supplies incidental to such use. Equipment will not be utilized for representation elections, grievances, arbitration hearings and countywide political campaigns. (The Board reserves the right to assess a fee for use of any of the county's buildings or equipment to cover the expenses of utilities, janitorial services and so forth.)
- 2.3** Public Records: Upon receipt of a written request identifying each specific document desired by the Association, the Board shall make available such documents as defined by Chapter 119, Florida Statutes, to be "Public Records." Inspection, examination and the cost of duplication of such "Public Records" of the Board shall be in accordance with the provision of Chapter 119, Florida Statutes.
- 2.4** When Board packets are mailed out, one will be provided for the President of JCEA/designee. Any other items added to the agenda may be requested following the Board workshop meeting.
- 2.5** The Association President or his/her designee shall be granted temporary duty leave to attend all regular and special Board meetings that are held during the school day, provided the Association President or his/her designee submits a proper request one day in advance of taking said leave. The Board shall attempt to continue its practice of scheduling regular Board meetings at times that would permit teachers to attend.
- The Board agenda for regular and special meetings shall be sent to the Association President upon publication.
- 2.6** Any teacher may request that Association membership dues be deducted from his/her salary. Such deduction may be initiated only after proper receipt of the payroll copy of the FEA membership form.

The Board will deduct the equal amounts certified by the Association from each paycheck issued after enrollment.

Authorization forms shall be personally signed and dated by each teacher requesting dues deduction.

All authorization forms must be submitted by the Association to the payroll department.

A dated authorization or revocation form must be received in the payroll office by the payroll due date for each applicable pay date (See Payroll Schedule – Instructional Calendar for each fiscal year). A copy of the revocation form will be supplied to the JCEA President.

Upon proper written authorization from the teacher (and received by the payroll department on the same due dates as outlined above) the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, and insurances.

The Association shall assume full responsibility for the Board's excess deduction of Association dues provided said excess deduction was actually transmitted to the Association; and the Association shall hold the Board harmless of legitimate errors made in any deduction of Association dues. The board shall rectify errors on the paycheck following notification of the error.

- 2.7** The Association President (while on personal leave) or his/her designee (while on personal leave, if a teacher) shall be allowed to visit schools to observe teacher conditions or for official association business, or to investigate filed grievances, provided it does not interrupt the student-teacher contact time and provided he/she makes his/her presence known to the principal and provided the principal approves said visit.
- 2.8** When it is necessary for the Association President or his/her designee to attend an official grievance proceeding as set forth in the article covering grievance, or dismissal hearings held before the School Board, which is held during normal school hours, the Association's representative shall be given such time, without loss of pay, as is necessary to attend said proceeding.
- 2.9** The Association may provide the School Board's Chief Negotiator with an updated list of two classroom teachers from each school qualified to serve on any district committees (Media, Forms, etc.) by May 1 of each school year from which the Board will appoint members.
- 2.10** The Association building representative shall be given the opportunity at the conclusion of each faculty meeting to present brief reports and announcements.
- 2.11** JCEA will be granted 30 association days of temporary assignment of duty, without travel and per diem, to attend the state FEA convention, Legislative Activities, Conferences, Bargaining, Board Meetings, and other release time Association Business. A maximum of two (2) teachers per school plus any JCEA officers in that school will be granted this leave.

- 2.12 JCEA will hold a regular position on the school board agenda for the purpose of presenting reports, informational speeches, school updates, or to give input in the announcement section of the agenda.
- 2.13 The Board shall provide the JCEA president access to the numbered administrative bulletins or memoranda which are sent to school/work locations and are related to the implementation of the Agreement. (i.e. working conditions, employment conditions, leaves, calendar, insurance, etc.)
- 2.14 JCEA will be given an opportunity to provide information about the association at the new employee orientation. The association president will be notified no less than ten (10) days before the orientation
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Article 3

Teacher Rights

3.1 Teacher:

The Board hereby agrees that all professional employees shall have those rights guaranteed to them by law, and the Association recognizes that the Board and Administration have rights guaranteed to them by law.

3.2 Public Employee's Rights: Organization and Representation

- (1) Public employees shall have the right to form, join, and participate in, any employee organization of their own choosing.
- (2) Public employees shall have the right to be represented by any employee organization of their own choosing, to negotiate collectively through a certified bargaining agent with their public employer in the determination of the terms and conditions of their employment, and to be represented in the determination of grievances arising there under.

Public employees shall have the right to refrain from exercising the right to be represented.

- 3.3** The teacher shall have the right and responsibility to determine grades within the grading policy of the Jackson County School District and School Policy based upon his/her professional judgment of available criteria pertinent to any given subject area or activity for which he/she is responsible. The teacher may be requested to correct errors discovered in any assigned grade but shall not be required to change a judgment decision. Nothing in this item shall be construed as abridging the duties and responsibilities of the

principal as provided in Florida Statutes 1012.28, 1001.54. The teacher and/or principal shall, upon request of parent or guardian, provide data used in determining a grade.

- 3.4** No employee will be given a written reprimand or a reduction in compensation without just cause during the term of an individual's contract.
- 3.5** It is the right of the Board to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the Board to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. Nothing in this Contract shall be construed as abridging the authority, duties, and responsibilities of the Board as set forth in current Florida Statutes.

Article 4

Grievance Procedures

4.1 Definition of Grievance and Grievant

A "grievance" is a claim by a teacher, the Association, or group of teachers that there has been a violation, misinterpretation or misapplication of a specific article or section of this agreement.

A "grievant" may be any one of the following:

- (1)** A teacher by name or a group of teachers by name, directly affected by the violation of a specific article or section of this agreement. Filing of the grievance shall begin with Step I if resolution has not been obtained at the informal level.
- (2)** The Association, filing as the Association, directly affected by the violation of a specific provision of Article II, Association Rights, of this agreement. Filing shall begin with Step II if resolution has not been obtained at the informal level.
- (3)** The Association, grieving on behalf of a group or class of teachers, directly affected by the violation of a specific article or section of this agreement. If resolution has not been obtained at the informal level, this grievance may be filed directly to Step II and shall contain the signatures of the teachers on whose behalf the Association is grieving, as well as the signature of the Association President.

- (4) Nothing in this part shall be construed to prevent any public employee from presenting, at any time, his own grievances, in person or by legal counsel, to his public employer and having such grievances adjusted without the intervention of the bargaining agent. See Statute 447.401

4.2 Informal Resolution

The purpose of the informal resolution procedure is to secure, at the lowest possible level, equitable solutions to the problems growing out of administration of this agreement, and to guarantee an orderly succession of procedures wherein these solutions may be pursued. The parties acknowledge that it is most desirable for a teacher and his/her supervisor to resolve problems through free and informal communications. Therefore, if an individual teacher has a personal complaint or grievance, which he/she desires to discuss with a principal, he/she is free to do so without recourse to the grievance procedure. All parties may have a representative in attendance. In like manner, if the Association has a complaint or grievance, the Association President or his/her designee shall discuss the matter with the Superintendent or his/her designee without recourse to the grievance procedure. Any adjustment of the complaint or grievance must be consistent with the terms of this Agreement. The use of such informal procedure is required as a condition prior to invoking the formal grievance procedures.

4.3 Formal Grievance Procedure

At each step in the formal grievance procedure, the employee may be represented by the Association or legal counsel. The Board will notify the aggrieved of time and place of meetings and disposition of the grievance. The Association President will be provided copies of all notifications at the same time as the aggrieved. An Association representative will have an opportunity to be present at the hearings of the formal steps. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent an individual employee from discussing a problem with the administration and having it adjusted without intervention or representation by an Association representative.

While the Association assumes responsibility for processing formal grievances for members, an individual may process his or her own grievance only as long as all cost are born by the individual. Arbitration must be approved by the Association.

At Step II all members of the School Board will be sent a copy of the grievance and the date of the hearing. A copy of the Superintendent's or his designee's written response will be sent to all Board Members. All forms for use in the formal grievance procedure shall be obtained from the Association building representative.

Step I

If the aggrieved is not satisfied with the informal resolution, he/she may, within fifteen (15) working days after the informal meeting, file a formal grievance on the proper form

provided by the Association. The grievant shall state in writing the nature of the grievance, shall note the specific clauses of the contract and shall note the specific term allegedly violated and contract language controlling said item and relief sought. The forms shall be signed by the grievant(s).

The form shall be filed with the employee's principal, who shall within five (5) working days after receiving the grievance communicate his answer in writing to the grievant.

Step II

If the aggrieved is not satisfied with the disposition at Step I he/she may, within ten (10) working days after the answer at Step I appeal in writing, on the proper form, the original grievance to the Superintendent, or his designee. The Superintendent, or his designee shall conduct necessary investigations and meet with the grievant, at a mutually acceptable time, within ten (10) working days after receipt of the appeal. The grievant shall have the right to include any representation and witnesses at the meeting with the Superintendent, or his designee, he/she deems necessary to develop facts and proof pertinent to the grievance. Within then (10) working days after meeting with the grievant the Superintendent or his designee shall notify the aggrieved, in writing, his disposition of the grievance.

Step III

If the grievant is not satisfied with the disposition of the grievance at Step II, or Step II time limits expire without a hearing or written decision, the grievant may within ten (10) working days submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, the rules of which shall govern the proceedings. If the parties cannot select an arbitrator within five (5) working days from notification that arbitration will be pursued, the arbitrator shall be selected from a list of five (5) arbitrators provided by the AAA in accord with the rules.

Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this Agreement, Florida Statutes, State Board of Education Regulations, or Jackson County School Board Policies, and the arbitrator shall have no power to amend any provisions of this Agreement. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party.

- 4.4** The Board and the Association shall share equally the fees and expenses of the arbitrator.
- 4.5** The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of the grievant, witnesses and applicable Board employees prevents attendance at a grievance meeting, the time limits shall be extended to such time that the parties can be present.

When hearings and conferences under this procedure are held during school hours, all employees whose presence is required as witnesses shall apply twenty-four (24) hours in advance and be granted temporary assignment of duty elsewhere for that purpose.

- 4.6** All teachers will be entitled to fair, reasonable and equitable treatment in the administration of the contract. A teacher who participated or intends to participate in any grievance as described herein shall not be subjected to discipline or reprimand because of such participation. All documents, communications and records dealing with the processing of a grievance will be filed separately from personnel files of the participant.
- 4.7** Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.

Article 5

Teaching Conditions

School and Teacher Duty Day:

- 5.1** The teacher duty day shall be seven hours and forty-five minutes in length. The teacher duty day shall include at least one (1) fifteen (15) minute break for each PreK-12 teacher; with a thirty (30) minute duty free lunch for each teacher; with at least a fifty (50) minute daily planning period for each teacher or the weekly equivalent for special area teachers. Teachers requested to perform duty at their break time or lunch period will receive compensatory time. Duty schedules will be determined by administration.

On non-student attendance days, the teacher workday will be from 8:00 A.M. – 3:15 P.M., with one (1) hour lunch break.

- 5.2** When additional classes are needed for a school to meet class by class requirements mandated by F.S.1003.03, a principal may add additional classes to the schedule. Teachers of core academic subjects who volunteer to accept the additional assignments to teach seven periods per day will receive additional compensation equal to 10% of their contracted salary. For these teachers, the workday would be extended from 7 hours and 45 minutes to 8 hours and 35 minutes. Teachers who accept this additional class assignment must meet certification requirements for the specific class assignment.
- 5.3** Planning periods shall be used for parent conferences, assisting students, group planning and making preparations for teaching in a manner and place selected by the teacher and principal.
- 5.4** Teacher participation in activities outside the duty day for which no additional compensation is paid shall be strictly voluntary.

5.5 Any teacher who is requested by the principal to perform a duty assignment related to school or school sponsored activities outside the teacher duty day will be compensated at (the HOURLY rate of zero (0) level, BACHELORS RANK III.)

5.6 Teachers may leave their work location when they are not responsible for students, provided they receive prior approval of the principal or his/her designee. A school approved form or sign-in/sign-out log provided by the principal will be used for records. Loss of time during workday shall be covered by approved leave or loss of pay.

Sick leave and personal leave may be taken in no less than half-hour increments. A leave form, JC-001, must be filled out for each leave taken.

5.7 Teachers will report absences to their principal or designee a day in advance if possible. It will be the administrator's responsibility to secure substitutes. Teachers may submit suggested names for substitutes for their classes.

5.8 Teachers will be notified of faculty meetings at least one (1) day in advance except in cases of emergency. Teachers shall be required to attend faculty meetings no more than eight (8) hours per year beyond the regular workday and shall not be asked to stay more than twenty (20) minutes beyond the regular teacher duty day. This does not include work sessions dealing with SACS/CASI preparation or plant surveys.

Materials and Supplies:

5.9 Faculty members in each department/grade in all schools will give input to the principal in determining a department/grade chairperson.

Teachers within each department/grade in each school shall set priorities and determine the materials, supplies, and equipment needed by the department and/or grade. The principal of each school shall determine the procedures to be followed within his/her school for allocation of available resources and shall provide the opportunity for teachers in the school to give input and make recommendations and suggestions through the School Advisory Committee.

Orders by teachers for materials and supplies shall be submitted to the principal or his/her designee, on the form used by the school. If, for any reason, the order is not to be processed by the school, the principal or his/her designee shall notify the teacher to this effect within five (5) working days after submission of the order.

General Teaching Conditions:

5.10 Each middle school (6-8) and high school (9-12) administration and faculty will develop and implement a policy concerning absenteeism from classes due to extracurricular activities so that sufficient time will be given to students to make up missed work.

- 5.11** Observations of a teacher's class by persons other than school administrative/supervisory personnel shall be allowed only after consent has been granted by the principal and the visit scheduled with the teacher. Such observations shall in no way disrupt the classroom instruction/program. This will in no way limit the Education Practices Commission and Accrediting Agencies from observing teachers, programs and facilities.
- 5.12** When school is not in session, teachers shall be given access to the building for reasonable school-related purposes if prior approval has been granted by the principal.
- 5.13** Teachers, administrators and the Board recognize that it is a joint responsibility to maintain cleanliness in classrooms and other learning areas.
- Teachers shall report unsafe and hazardous conditions to the principal on Form JC-035. Teachers shall not be required to teach in any situation of immediate danger.
- 5.14** Intercom systems shall not be used for assessment and/or evaluation purposes.
- 5.15** The Board shall make telephones available to teachers.
- 5.16** An effort will be made to provide an appropriate area, a desk or other equivalent facilities, and a place to store materials for employees who work in more than one school building or, are floating teachers in a school.
- 5.17** Supervising teachers of interns shall be assigned by the principal on a voluntary basis.
- 5.18** The Board and Association agree classroom interruptions should be kept to a minimum. Individual schools should have a set time for intercom use, except for extreme emergencies. Other contact with teachers or students will be made between classes, planning period, recess, lunch or other breaks.
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Article 6

Class Size-Class Load

- 6.1** The parties recognize that class size is a level of service and is the responsibility of the Board. Optimum class size is the goal of both the Association and the Board.
- 6.2** The administration will attempt, where possible, to balance the load between teachers teaching identical courses on the same level during the same period.
- 6.3** The District will make every effort to be in compliance with state mandates of class size/class load reduction.

- 6.3 Any teacher may refer any student to the Response to Intervention/Student Support Team in accordance to the Jackson County RTI processes and procedures.
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Article 7

Teacher's Authority and Protection

- 7.1 The Board agrees to give support and assistance to teachers with respect to control and discipline in the classroom and on campus.
- 7.2 Discipline on campus shall be maintained during posted hours of supervision. Behavior for after-school activity shall be the responsibility of the sponsor(s). Report of corrections and/or infractions of school rules shall be made to the principal.
- 7.3 Each teacher shall handle his/her own disciplinary problems insofar as possible and follow the school-wide discipline plan and the district's policy regarding student discipline. Disciplinary referrals must be acted upon in a timely manner by the administrator and returned to the teacher.
- 7.4 When the teacher needs assistance in an individual disciplinary case, the teacher and the principal shall make an effort to alleviate disciplinary problems through parent/teacher conferences. The teacher may request the principal's presence at said conference. The teacher will furnish full particulars of the infraction. In case of major infractions or where the above procedures have been exhausted, the principal shall take appropriate action.
- 7.5 A school-wide discipline plan will be developed by a committee of administrators and teachers. The committee will meet annually to revise and approve the school-wide discipline plan that should be presented to the faculty during preschool. The school-wide discipline shall not supersede or be in conflict with the Jackson County Discipline Plan.
- 7.6 A teacher within the scope of employment may exert only that force which is reasonable and necessary to protect himself/herself from attack or to prevent injury to students.
- 7.7 Any case of assault upon a teacher shall be promptly reported to the principal or his designee and the Board agrees to defend teachers to the extent permitted by law.
- 7.8 The time lost by a teacher in connection with any incident in this article shall be handled as follows.
- a. Time for appearances, when ordered to appear before a judicial body or legal authority, shall result in no loss of wages or reduction in accumulated leave.

- b.** In case of job-related disability, the teacher's wages shall continue in full without reduction in accumulated leave, until workers' compensation payments begin.
 - 7.9 All complaints against a teacher must first be discussed with said teacher before any formal action is taken by the administration.
 - 7.10 Upon request, each teacher shall have the right to review and reproduce, for a nominal fee, the contents of his/her own personnel file. The review will be made in the presence of the person responsible for the safe-keeping of such file.
 - 7.11 Each teacher shall have the right to respond to all materials contained in his/her personnel file and to any materials to be placed in said file in the future. Such teacher responses shall become part of said file. Any complaint regarding a teacher which is placed in his/her personnel file will be promptly called to the teacher's attention in writing.
 - 7.12 A teacher who has allegedly violated school board policy shall be entitled to have a representative of his choice present during all discussions of the incident that are held with the teacher.
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Article 8

Transfers and Vacancies

- 8.1** A "transfer" is a change in a teaching position from one school to another.

A "reassignment" is a change from one subject area or department to another or from one grade to another. Instructional personnel are employed to work in Jackson County and individual school assignment is the right and responsibility of the Board.
- 8.2** Teachers who desire a transfer or a reassignment shall file a written statement with the Personnel Director at the county office. This form must be filed annually. Transfers will be given consideration for any opening.

Teachers who have requested transfer or reassignment shall be notified of the Administration's action on said transfer or reassignment using JC-061, Personnel Reply To Appointment Form.
- 8.3** A teacher who is transferred involuntarily shall have the right to discuss said transfer with the principal.

- 8.4** Notice for all openings for new positions and any vacancies shall be made available in the County Personnel Office, posted on the teacher bulletin board in each school, JCSB Website and a copy mailed to the JCEA president. These notices will include the job description, effective date of vacancy, kind of certificate necessary, and the deadline for applying. Such notices will be posted at least ten (10) working days before the deadline for applying and filling of position. An in-county transfer may be filled after being advertised for five (5) working days. Four weeks prior to the beginning of school and one month into the school year, positions may be filled after being advertised for three (3) days. It is the teacher's responsibility to give two (2) weeks notice except in the case of an extreme emergency. If less than two weeks' notice is given during the school year by vacating teacher, such notice will be posted and may be filled after being advertised for three (3) days.
- 8.5** Teachers who desire teaching positions in Summer School shall apply to individual school principals or to the Personnel Director at the County School Board Office.
- Teachers for summer Voluntary PreKindergarten program shall be employed in accordance with provision of section 1002.61 and 1002.55 of FS.
- 8.6** The foregoing shall not be construed in such a way as to prohibit the Board from providing a racially balanced staff in each school.
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Article 9

Reduction in Personnel

- 9.1** This article covers all annual, Professional Services, and continuing contract teachers. If a county reduction in staff is necessary, the following procedures shall be followed;

Lay-Off

Annual contract teachers shall be laid-off first in an order determined solely by the Board. Notice of procedure used shall be furnished to the Association.

The order for lay-off of continuing and Professional Services contract teachers shall be based on the certification needed and length of service in the school district, and previous evaluation results, with teachers with effective and highly effective maintaining priority. For purpose of this article, service shall not be deemed to be interrupted by any leave granted and approved pursuant to this agreement.

Recall

Recall shall be in the inverse order of lay-off. No new teachers shall be hired until all laid-off teachers with like certification have been recalled or have declined or failed to accept recall.

- 9.2 Any teacher who would have qualified for retirement during the reduction year shall be permitted to teach that year so as to acquire needed service.
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Article 10

Paid Leaves

10.1 Sick Leave:

a. Sickness or Death

Sick leave may be granted for personal illness or death of father, mother, brother, sister, husband, wife, child, or other close relative or member of his own household. The principal or immediate supervisor must be notified before the opening of the day's work on the day of the absence. Before receiving compensation for the time absent on sick leave, a signed copy of Form JC-001 certifying the day or days absent and the statement that such absence was necessary in accordance with the above provisions must be filed within five (5) working days. Said leave form shall also require approval by the immediate supervisor prior to submission to the Superintendent.

1. Each employee on a full-time basis shall be entitled to four (4) days sick leave as of the first day of employment of each contract year, and shall thereafter earn one (1) day of sick leave for each month of employment, which shall be credited to the employee at the end of that month, and which shall not be used prior to the time it is earned and credited to the employee. However, the employee shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. Such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave an employee may accrue, except that at least one-half (1/2) of this cumulative leave must be established within the district. Sick leave accumulated in another Florida District or Districts by an employee shall be accrued to the employee at a rate equal to the number of sick leave days allowed the employee during each year of accumulated in other Florida Districts has been transferred to the district. Such transferred sick leave days shall be in addition to sick leave days to which the employee is entitled from this School District.

2. Accumulated sick leave may be used for pregnancy related illnesses anytime during pregnancy.

Maternity leave charged to sick leave may only be used within thirty (30) work days prior to and thirty (30) work days subsequent to childbirth. Additional cumulative sick leave may be used when the attending physician deems such extended absence necessary.

b. Leave For Personal Reasons:

Full-time members of the instructional staff may use up to a maximum of six (6) days per year for personal reasons charged to accrued sick leave. Leave must be approved in advance of the absence, except in cases of emergencies.

10.2 Illness-In-Line-of-Duty:

Any member of the instructional staff may apply for illness-in-line-of-duty for personal injury received in the discharge of his/her duty or for illness from any contagious or infectious disease contracted during the performance of duty. Such leave is noncumulative and shall not exceed ten (10) days during any school year. All applications for illness-in-line-of-duty leave must be accompanied by a certificate of illness from a licensed physician and endorsed by the principal to the effect that the employee had, prior to his absence, been exposed to the disease at the school center, and that, in his opinion, the disease was probably contracted in school work. Payment for leave under this provision will not be made without prior School Board approval.

10.3 Assignment – Temporary Duty:

Any member of the instructional staff may be temporarily assigned and therefore absent from his regular duties and place of employment for the purpose of performing other educational services, including participation in surveys, workshops and conferences.

They may not be assigned for temporary duty for the purpose of earning college credits, improving rank, or renewing certificates except when participating in a staff development program approved by the Board.

Any member of the instructional staff when called for jury or subpoenaed as witness shall be given temporary duty and shall receive his/her full salary. If the subpoena is for personal reasons, the employee must take personal or annual leave, whichever is applicable.

10.4 Professional Leave:

Teachers may be granted five (5) days of professional leave with compensation for either session of summer school provided that this leave is not taken within the 180 student days.

10.5 Teachers who are members of the Army Reserve or National Guard shall be allowed leave in accordance with Florida Statute. F.S.115.07; 1012.66, 1001.41.

10.6 Transfer of Sick Leave :

Jackson County Teachers may authorize his or her spouse, child, parent or sibling employed by the district, to use sick leave that has been accrued. The family member will have to have depleted their sick leave first excluding sick leave from the sick leave pool if the recipient participates in the sick leave pool. A district employee may authorize transfer of his or her accrued sick leave to another Jackson County School District employee. The leave may not be transferred until all of the receiving employee's sick leave has been depleted. After the leave transfer, the donor employee's leave balance must not be less than five days. This will be effective July 1, 2013. (Florida Statute 1012.61)

Article 11

Sick Leave Bank

11.1 The parties agree to establish a sick leave bank subject to eligibility requirements and limitations set forth below.

11.2 The purpose of the bank shall be to assist in offsetting the affects of verified long-term catastrophic illness or injury, which may afflict a member of the bank. Catastrophic illnesses do not include normal pregnancy, elective surgery, etc.

11.3 Membership

- (a) All full-time teachers shall be eligible for voluntary participation in the sick leave bank after one (1) year of employment in Jackson County.
- (b) The teacher must have accrued sick leave balance of not less than (10) days at the time the bank is established or reopened.

- (c) Those eligible may apply by signing a membership authorization form requesting transfer of one (1) day of accrued sick leave to the bank.
- (d) Teachers shall be eligible to join the sick leave bank on or before October 1 of each year.

11.4 Establishment

- (a) The committee administering the bank shall establish a method for informing employees of the benefit and shall facilitate the bank being operational by October 1, 1988. The combined bargaining teams will establish a method for informing employees during the initial year only.
- (b) Thirty (30) percent of the teachers must join to place the sick leave bank into effect.

11.5 Replenishment and Withdrawal

- (a) When the sick leave bank has forty (40) days remaining, the bank shall be replenished by asking for voluntary contributions of an additional day from members.
- (b) A member who does not contribute to the replenishment shall be withdrawn from the bank and shall not be eligible to withdraw days contributed.
- (c) In the event a member does not have a day of annual sick leave to contribute to replenish the pool, one (1) day will be contributed as soon as that day becomes available.

11.6 Usage

A member may draw up to forty (40) days of sick leave in increments as determined by the sick leave committee for each catastrophic injury, illness, accident or complication thereof, if:

- (a) The employee has exhausted all accumulated sick leave;
- (b) The employee has been absent for ten (10) continuous working days without sick pay or worker's compensation;
- (c) The employee or his/her agent presents verifiable medical documentation as needed to establish the nature and extent of the illness or injury. This shall include an estimated length of disability. Photostatic copies of the doctor's statement will not be accepted;

- (d) And if sufficient days exist in the sick leave bank to cover the days requested and approved.

If the member does not need the number of days authorized, he/she shall return unused days to the bank.

11.7 Administration

The administration of the sick leave bank shall be vested in a committee of employees which shall include three (3) JCEA officers from the bank's membership and a representative of the Superintendent. In the event a personal interest conflict arises, an objective third-party may be called to serve on the committee as a member-at-large.

Committee responsibilities shall include:

- (a) Establishing such forms and procedures as needed to effectively perform its functions;
- (b) Maintaining records pertinent to the bank which shall be available to ~~the~~ JCEA and the School Board upon request, provided that all medical information and discussion thereof shall be treated as confidential information;
- (c) Reviewing all requests to determine eligibility and number of days to be drawn from the bank by an individual, including renewals;
- (d) Reviewing sick leave bank procedures annually.
- (e) A participating employee who uses sick leave from the bank shall not be required to re-contribute sick leave to the bank unless the bank has only forty (40) days remaining and the employee voluntarily wishes to remain a member of the bank.
- (f) A participating employee who chooses to no longer participate in the sick leave bank shall not be eligible to withdraw any sick leave already contributed to the bank.
- (g) **Alleged abuse of the use of the sick leave bank shall be investigated by superintendent/designee and, on a finding of wrong-doing, the employee shall repay all of the sick leave credits drawn from the sick leave bank and be subject to such other disciplinary action as determined by the school board to be appropriate.**

11.8 Lapse of the Bank

If sufficient interest does not continue to maintain a balance of forty (40) days, the bank shall lapse upon exhaustion of the remaining days in the sick leave bank.

11.9 Sick Leave/Family Members

Use by a family member -A district employee may authorize his or her spouse, child, parent, or sibling who is a district employee to use sick leave that has accrued to the authorizing employee. 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. This will be effective July 1,2001. See Statute 1012.61.

Article 12 ***Unpaid Leaves***

- 12.1** Any teacher required to serve in the Armed Forces of the United States shall be granted leave without pay for such service to a maximum of two (2) years. Upon return from such leave the teacher shall resume contract status and employment if a vacancy is available.
- 12.2** Members of the instructional staff may be allowed up to one (1) year's leave of absence without pay for the following reasons:
- 1.** Professional leave to pursue a program designed to enhance teaching effectiveness.
 - 2.** Parental leave for child bearing, child adoption and/or child rearing.
 - 3.** Extended illness.
 - 4.** Personal leave for personal reasons. (According to School board Policy 5.42, this excludes taking leave to pursue another job.)

Leaves may be extended if a written request is submitted by the teacher before April 1.

- 12.3** Upon return from such leaves of up to one (1) year, the teacher shall resume the contract status in effect at the time leave was granted and in the same or a similar teaching position, provided that the teacher notifies the Superintendent of his/her intention to return by May 1, when a vacancy becomes available.
- 12.4** Any teacher who takes a leave of absence for up to one (1) year shall have the option to remain an active participant in the appropriate retirement program and/or other fringe benefit programs to the extent allowed by the insurance carrier or the State Retirement System. To remain on a program described above, the teacher must pay the premium or payment on a monthly basis in advance of the month due.

- 12.5** A teacher on parental leave of absence without pay will not be arbitrarily denied the opportunity to substitute in the district.
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Article 13

Instructional Personnel Evaluation

- 13.1** The parties recognize that the assessment of the performance of all employees is the responsibility of the administration, and that the assessment process is designed to improve the quality of service performed by the employees.
- 13.2** The parties further recognize the importance and value of a procedure for assisting and assessing the progress and success of both newly employed and experienced personnel. The parties agree that those guidelines shall be the Instructional Personnel Evaluation System, developed by the Jackson County teachers and administrators following necessary revisions and approved by the Florida Department of Education according to F.S. 1012.34.
- 13.3** The principal shall distribute copies of the assessment instrument to teachers and shall inform the teachers of the criteria and procedures to be used in assessment. This explanation shall be done through individual or group conference within the first three weeks of school.
- 13.4** All teachers will be assessed by the principal/administrator or his/her designee at least once a year. The principal/administrator/designee must receive training in the teacher evaluation system prior to assessing teachers. The principals shall have input and approve any observations/evaluations done by a designee. The teachers and principal or his/her designee shall engage in a conference/discussion for the purpose of establishing goals for focus on Deliberate Practice.

The teacher not performing his or her duties in a satisfactory manner shall be notified in writing. The notice must describe such unsatisfactory performance and include recommendations with respect to specific areas and provide assistance in helping to correct deficiencies within a prescribed period of time, no longer than ninety calendar days. The principal must provide a summary assessment report to the personnel director prior to March 1 of this individual's progress. For all other teachers, the principal shall complete the Instructional Practice Rating of the evaluation by May 15. The Final Summative Evaluation Rating will be completed when student performance data becomes available. A copy of the Final Summative Evaluation Rating will be made available to teachers within 2 weeks of completion.

- 13.5** Formal observations for assessment purposes require prior notice to the teacher. A conference must be held after each formal observation when improvements are required.

- 13.6** Teachers hired after January 1 shall be evaluated at least once prior to April 1.
- 13.7** In order to qualify for a salary increase, teachers are required receive a rating of effective or highly effective on their evaluation.

Teachers with 3 or more years' experience who do not receive an effective or highly effective evaluation from their site administrator will not be eligible for a step or an annual salary increase. Teachers with less than three years' experience who do not receive a developing, effective, or highly effective rating will not be eligible for a step or an annual salary increase. Teachers who receive an improvement notice and Needs Improvement rating on their evaluation will be eligible for a salary increase effective the date the improvement has been demonstrated and a satisfactory evaluation has been given.

- 13.8** Upon any major change in the District Assessment Plan, this article may be reopened by mutual agreement.

Article 14

School Calendar

- 14.1** The School Calendar for the 2013-2017 school years shall not exceed 196 teacher work days including 180 student attendance days and six (6) paid holidays: Labor Day, Thanksgiving, two (2) days at Christmas, New Year's Day, and Martin Luther King Day.
- 14.2** In case of emergencies, (fire, hurricane, flood, etc.) the Board may alter the school calendar. Teachers shall be polled by their respective principal and their desires will be considered by the Board in any emergency alteration of the calendar.
- 14.3** Teachers who are not scheduled to supervise pupils will be permitted to leave school ten (10) minutes after the close of the student day on the day preceding Thanksgiving holidays, Christmas holidays, and Spring holidays.

The Association shall have an opportunity for input into planning the school calendar prior to March 1.

Article 15

Professional Compensation

- 15.1** The basic salaries of teachers covered by this agreement shall be set forth in Appendix D of this agreement.
- 15.2** Beginning July, 2001, all teachers shall receive full credit on the salary schedule in Appendix D for teaching experience or school administration experience in the State of Florida or teaching experience in any other School District accredited by a recognized accrediting agency. This section is not retroactive. Teachers shall be entitled to salary schedule increments if they are contracted, full-time employees who work more than one-half (1/2) the school calendar year.

Beginning July 1, 2009, the Jackson County School Board will recognize and accept 10 years of prior public school teaching service for an individual who is employed as a teacher after retirement. Satisfactory performance evaluations will be requested for each year of service accepted.

- 15.3** Salaries will be divided into twelve (12) monthly checks paid on the last workday of the month, beginning in August. (Check ten (10) will be paid on the last teacher workday.) Checks eleven (11) and twelve (12) will be paid by June 30
- 15.4** Travel and/or per diem will be paid in accordance with Florida Statutes. However, travel and/or per diem will be paid only when travel is requested by the Board.
- 15.5** Extra-pay-for-extra-duty positions and rates of pay shall be those as set forth in Appendix D and E which are attached to and incorporated in this agreement.
- 15.6** An outline of the duties to be performed to earn a supplement shall be written and Form JC 260 Supplementary Salary Agreement shall be signed by the teacher and principal involved and approved by the Superintendent. When the duties to be performed do not meet the minimum standards as set by the principal and the Superintendent, the supplement shall be prorated when agreed to by both parties. Copies of form JC260 Supplementary Salary Agreement for each position may be viewed at website: www.jcsb.org/district_resources.htm
- 15.7** The supplement shall be paid when job performance is in accordance with its Supplementary Salary Agreement.
- 15.8** Any employee may receive more than one supplement but not more than three (3) supplements for duties performed and is subject to the conditions in paragraph 15.7. A fourth supplement may be received if the position is advertised (in-house) and there are no other qualified applicants.
- 15.9** No supplement shall be paid for work carried out within the teacher duty day.

Teachers shall be admitted without charge to any school sponsored activity in which the teacher's school participates except state playoffs.

Terminal Pay

15.11 Terminal Leave Pay will be calculated at 100% for employees who have completed a minimum of 30 years service in the district or state.

Any full-time members of the instructional staff will receive terminal pay for accumulated sick leave at normal retirement*, or it will be paid to his/her beneficiary if terminated by death.

*Normal retirement is defined by Florida Retirement System as follows

- a. Age 62 and 6 years of creditable service
- b. 30 years creditable service regardless of age.

(At 29 ½ years of creditable service with Jackson County School Board, and employee is eligible for full terminal leave provided he/she has a full 30 years vested in the Retirement System.)

Employees hired after initial retirement will not qualify for additional terminal leave pay upon separation.

Effective with the 1998-99 contract year, calculation of Terminal Leave Pay for new employees will be based upon sick leave days earned in the Jackson County School System, only. (Example: 15 years brought from another state, 15 in Jackson County would give a maximum of 150 days unused leave for terminal leave.)

Those employed prior to the 1997 contract year will continue to receive terminal pay according to the old contract language. However, such terminal pay shall not exceed an amount determined as follows:

- (a) During the first three (3) years of service in the district, the daily rate of pay multiplied by thirty-five percent (35) times the number of days of accumulated sick leave.
- (b) During the next three (3) years of service in the district, the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave.
- (c) During the next three (3) years of service in the district, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated sick leave.

- (d) During the next 3 years of service, the daily rate of pay multiplied by 50 percent (50%) times the number of days of accumulated sick leave.
 - (e) During and after the 13th year of service, the daily rate of pay multiplied by 100 percent (100%) times the number of days accumulated sick leave.
- 15.12 Teachers who are required, by reason of their assignment to serve two (2) or more schools in the course of a school day, and use their own automobile for transportation between the schools during the school day shall be reimbursed for all such travel at the rate paid by the state of Florida, provided that the assignment and proposed schedule is approved by the Superintendent prior to the implementation of the schedule.
- 15.13 Teachers earning an advanced degree applicable to Florida certification during the year will be paid for that degree effective the first day of the pay period following the date the degree was awarded. An official transcript showing the degree awarded must be received in the personnel office prior to the change in pay status. It is the responsibility of the teacher to furnish an official transcript to the personnel department of the Jackson County School Board.
- 15.14 All employees appointed hourly as needed, including regular district employees appointed for evening and weekend programs beyond their basic duty assignment, shall be compensated at the rate of Zero (0) Level, Rank III.
- 15.15 National Board Certified Teachers will receive their eligible bonuses on the next regular payroll run following notification of approval from FDOE. (This may include the middle of the month payroll.)
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Article 16

Dismissal

- 16.1** Teachers who are on Continuing/Professional Services Contract may be dismissed, or returned to Annual Contract at the end of the school term, in accordance with Chapter 1012.33, Florida Statutes.

Teachers may be dismissed or disciplined during the school term in accordance with Chapter 1012.33 Florida Statutes.

16.2 To meet the due process requirements for incompetency cases, school administrators shall take the following steps:

1. Notify the teacher that deficiencies exist which, if not corrected, could lead to his/her dismissal or other action.
2. Give the teacher a full and complete explanation of deficiencies and the suggested correction.
3. Offer and provide administrative and supervisory assistance.
4. Provide reasonable time for the correction of deficiencies.

Annual Contracts:

16.3 Each person employed as a member of the instructional staff is to be entitled to a written contract in the form prescribed by the State Board of Education. Initially, the employee will be employed on the basis of a probationary status contract for the first year of employment. Upon rehire after the first year of employment the contract will be annual. The contract is for a fixed period of time, and no expectancy of reemployment or right to due process upon expiration is provided within the Act. Nothing in this section shall be construed to grant a probationary employee a right to continued employment beyond the term of his contract. Teachers who are employed with an effective date of initial employment on or subsequent to July 1, 2011 will not be eligible for professional service contract.

Annual contract and/or probationary teachers who are not renewed shall be notified in writing by the principal by May 1.

16.4 Teachers who are employed with an effective date of initial employment subsequent to July 1, 1984 and who met requirements for professional contract prior to July 1, 2011 will be granted a professional service contract in accordance with the requirements of Chapter 1012.33.

Article 17

Insurance

17.1 The Board will contribute an amount to be negotiated annually toward the group health insurance premium for each full-time member of the bargaining unit effective the 1st day of the month following the month hired.

- 17.2** The Superintendent will consider recommendations presented by the Insurance Committee as he submits bids for “group health” insurance.
- 17.3** The Association president or his/her designee shall serve on the County Insurance Committee.
- 17.4** Teachers who retire may maintain their group insurance. Such premiums will be at the retired teacher’s expense.
- 17.5** Teachers on approved unpaid leave, may maintain their group insurance at their own expense.

Article 18

Miscellaneous

- 18.1** This agreement between the Board and the Association may be changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this agreement.
- 18.2** Should any provision of this agreement be declared illegal by a court of competent jurisdiction or as a result of State or Federal Legislation, the remaining provisions shall remain in full force and effect for the duration of this agreement. Said provision shall be immediately renegotiated between the two parties.
- 18.3** Copies of policies adopted by the Board shall be distributed to each school.

After this agreement has been ratified by the Board and the teachers, the teachers will have access to this agreement on the Jackson County School Board website. Three copies of the contract will be supplied to each school to be placed in the administrator’s office, media center and building representative’s room.) The cost of producing this shall be paid by the Board.

Article 19

Terms of Agreement

This agreement, signed by the parties this 19th day of November, 2013, shall have a duration of July 1, 2013 through June 30, 2016. During the interim years there will be contract re-openers on salary, evaluation, dismissal, insurance and any item affected by Florida Statutes.

JACKSON COUNTY EDUCATION ASSOCIATION

_____ President

_____ Chief Negotiator/Designee

JACKSON COUNTY SCHOOL BOARD

_____ Superintendent

_____ Board Chair

_____ Chief Negotiator

Appendix A

JC-054
Exp. 6-30-18
Rev. 02-22-18

The School Board of Jackson County
Marianna, FL 32447

Grievance Report

DATE FILED _____ SCHOOL _____

SCHOOL NUMBER _____ GRIEVANCE NUMBER _____

DISTRIBUTION:

1. Association 2. Employee 3. Principal 4. Superintendent

STEP I

A. Date Violation Occurred: _____

B. Section/s of Contract Violated: _____

C. Statement of Grievance: _____

D. Relief Sought: _____

Signature Date

E. Disposition by Principal or Immediate Supervisor: _____

Signature of Principal Date

STEP II

A. Signature of Aggrieved Person _____

B. Date Received by Superintendent _____

C. Disposition by Superintendent or Designee _____

Signature of Superintendent or
Designee

Date

STEP III

A. Signature of Aggrieved Person _____

Signature of Association President _____

B. Date Submitted to Arbitration _____

Date Received by Arbitrator _____

C. Disposition of Arbitrator _____

Signature of Arbitrator

Date

JC-035
Exp. 6/30/2018
Rev 02/22/01

**The School Board of Jackson County
Marianna, FL 32447**

Report of Unsafe or Hazardous Conditions

SCHOOL _____ BUILDING _____ ROOM # _____

DESCRIPTION OF CONDITIONS:

Signature of Employee

Date

Signature of Principal

Date