

**NEGOTIATED AGREEMENT**

**between**

**DISTRICT SCHOOL BOARD  
OF ST. JOHNS COUNTY**

**and**

**ST. JOHNS EDUCATION  
ASSOCIATION**

*St. Johns County School District*



*Excellence in Public Education  
Since 1869*

**2011-2014**

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**2011-2014**

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## **PREAMBLE**

THIS AGREEMENT, entered into, by and between the District School Board of St. Johns County, Florida, hereinafter called the Board, and the St. Johns Education Association (SJEA), an affiliate of the Florida Education Association and the National Education Association, hereinafter called the Association, constitutes the entire Agreement between the parties.

The Board and the Association acknowledge that during the negotiations which resulted in this Agreement each had the right and opportunity to make proposals with respect to salaries, hours, terms and conditions of employment, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The Board and the Association for the life of this Agreement agree that the other party shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement, except as provided herein or by mutual consent.

However, in the event of emergency conditions where major interruptions have occurred, or can be reasonably anticipated in the normal operations of the school system, the Association agrees that the Board may take emergency corrective action. The Board agrees to immediately notify the Association of such actions and, if required, negotiate the impact of such emergency actions with the Association.

**ARTICLE I**  
***Recognition***

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for the following unit of employees as included in the certification instrument, Case No. 8H-OR-744-1063, Certificate No. 49, issued by the Florida Public Employees Relations Commission on the 8th day of May, 1975.

Included in Unit:\*

All full-time certified instructional employees of the district.

Excluded from Unit:

Superintendent, Assistant Superintendent, Executive Director, Directors, Supervisors, Coordinators, Principals, Assistant Principals, and other administrative, supervisory, or managerial personnel having the authority to effectively recommend hiring, transferring, assigning, promoting, discharging or disciplining of other employees.

- B. The term "professional employee," when used hereinafter in this Agreement, shall refer to all professional members of the instructional staff represented by the Association in the bargaining unit as defined above and reference to male employees shall also include female employees.
- C. The term "Board," when used hereinafter in this Agreement, shall refer to the District School Board of St. Johns County, Florida, and/or their designee(s).
- D. The term "full time," when used hereinafter in this Agreement, shall refer to any permanent contracted (Annual, Continuing, or Professional Services) professional instructional employee whose scheduled workweek is sixty percent (60%) or more of the regular workweek: thirty-seven (37) hours and thirty (30) minutes as defined in Article VI (A).
- E. Should any provisions of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, the provision shall be severable and this provision or the application thereof if under any circumstance is held invalid, shall not affect any other provision of the Agreement or the application of any provision thereof. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions.

**ARTICLE II**  
***Association and Professional Employee Rights and Duties***

- A. The Board and the Association hereby agree that every professional employee of the Board shall have the right to organize, join and support, or refrain from joining and supporting, the Association for the purpose of engaging in negotiations and other lawful activities. The Board and the Association agree that it will not encourage or discourage, deprive or coerce any professional employee in the enjoyment of any rights conferred by the agreement; that it will not discriminate against any professional employee with respect to wages, hours or terms and conditions of his employment by reason of membership or non-membership in the Association, participation in any lawful activities of the Association or collective negotiations with the Board, or institution of any grievance under this Agreement.
- B. The Association shall have the right to use school buildings for meetings for non-political activities when professional employees are not on duty, provided that:
1. The use of the building be cleared with the principal at the school facility to be used.
  2. The principal shall be informed in advance of any such meeting.
  3. The principal shall have the ability to schedule the area within the building where the meeting is to be held.
  4. Any additional expenses incurred by the use of the facility shall be paid by the Association.
- C. The Board agrees that the Association may contract with any school center at the option of the principal or the building administrator for the following services: use of computers, typewriter, duplicating equipment and audio visual equipment at times when such equipment is not in use or scheduled for use, provided:
1. All costs as contracted for these services are paid by the Association, including damage or loss of equipment.
  2. No employee of the Board will engage in any work on this equipment for the Association during his duty hours.
  3. Established equipment checkout procedures are followed.
  4. No equipment will be used for political purposes.
- D. The Board agrees that the Association shall have the right to post Association communications with bargaining unit members on a bulletin board or section thereof in each school/work site or other areas designated by the administrator for employees' use in a location not normally available to students.
1. A copy of all such bulletin board material shall be shown or provided to the administrator or his designee, prior to placement on bulletin board and will be signed or initialed by a representative of the Association.
  2. Items placed on bulletin boards are to be non-political in nature.

3. The Association agrees that the bulletin board will be used for legal purposes in communications with the members of the bargaining unit, and that the communications will not be critical or derogatory of the Board or Board representative.
  4. The Association agrees that the placing of any literature on bulletin boards will be handled in such a manner as not to disrupt the operation of the school in any way.
  5. The Association recognizes that the Board will remove any items from bulletin boards not meeting these requirements.
- E. No employee of the Board will conduct any business other than School Board business while on duty except during duty-free lunch period.
- F. Duly authorized employees of the Association (limited to a maximum of two at any one time) who are on an official list provided to the Superintendent, after presenting written credentials to the Building Administrator or his designee, shall be permitted to transact official Association business on School Board property provided that no contact will be made with professional employees while they are scheduled to be on duty with students and further provided that this shall not interfere with or disrupt normal school or School Board operations.
- G. The parties agree that the Association may communicate with its bargaining unit members by placing materials in individual mailboxes when available, or in group boxes provided in individual buildings or work sites.
1. All such material shall be shown or copy provided to the administrator or his designee, prior to placement in the boxes and will be signed or initialed by a representative of the Association.
  2. Items placed in boxes are to be non-political in nature, other than simple announcements or endorsements.
  3. The Association agrees that the boxes will be used for legal purposes in communications with the members of the bargaining unit, and that the communications will not be critical or derogatory of specific individuals or personalities.
  4. The Association agrees that the placing of any literature in boxes will be handled in such a manner as not to disrupt the operation of the school in any way.
  5. The Association recognizes that the Board will remove any item from the boxes not meeting these requirements.
  6. Association president/designees may utilize district mailboxes to deliver correspondence to building representative on occasional situations with the following stipulations:
    - a. The school district will be held harmless for items placed in district mailboxes.
    - b. The size of the package to be delivered will not exceed the size of the mailbox.

- H. The parties agree that Association may communicate with its bargaining members by electronic mail provided all applicable School Board Rules are followed and the following stipulations apply:
- a. Electronic communication will be nonpolitical in nature.
  - b. The Association agrees that electronic mail communication will be used for legal purposes with the members of the bargaining unit, and that the communication will not be derogatory of specific individuals or personalities.
  - c. The Association agrees that the use of electronic mail will be handled in such a manner as not to disrupt the operation of the school in any way.
  - d. The Association agrees that electronic mail is not secure communication and is subject to open records review as called for by Florida Statutes.
- I. The Board agrees to open to examination to the Association any official public record (not considered confidential under Florida law) provided that no official record leaves the custody of the Board's representative and provided that the Association agrees to reimburse the Board for each standard 8.5x11 or 8.5x14 page of a duplicated record at the following rate: twenty-five cents (\$.25) per page for the first copy; and, ten cents (\$.10) per page for each additional copy, except that the Association will be furnished one (1) copy of the approved School Board minutes at ten cents (.10) per page. Charges for computer printouts will be based on reasonable cost determined by the Board, with up to two (2) free printouts in preparation for negotiations.
- J. All provisions of this Agreement shall be applied without regard to membership or non-membership in the Association, race, creed, color, religion, national origin, age, sex, or marital status.
- K. No professional employee shall be subject to discipline under the provisions of the Agreement by virtue of his legal exercise of religious or political activities, or the lack thereof.
- L. 1. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association and its affiliates as specified on the authorization form.
- (See Dues Deduction Authorization form attached.)
2. Such authorization shall continue in effect from year to year thereafter unless revoked in writing upon thirty (30) days written notice to the Association and the Board's Finance office.
  3. Pursuant to such authorization, the Board shall deduct such sum as authorized in equal installments beginning with the salary check (10 days lead time) following authorization through June 30.
  4. No employee will be permitted to change the number of deductions or the amount per check deducted during the current school year (unless a request to stop deductions is made). The amount of this deduction will be transmitted to the Association monthly.

5. The Association agrees that the Board is expressly prohibited from any involvement in the collection of fines, penalties or special assessments, and further provides that the Association shall indemnify and save harmless the Board from any and all claims, demands, suits and costs incurred in connection with any such claim, demand or suit, resulting from any reasonable action taken or omitted by the Board for the purpose of complying with the provisions of this section.
- M. Up to two (2) days leave per year with pay may be granted to no more than two (2) professional employees who are members of the Association for (1) Attending annual conferences of the Association for the purpose of updating them on national issues of interest to the Board and which might have an impact on the future of education; (2) The Board will be responsible only for the regular pay as it relates to paid leave, with all other expenses being borne by the Association or others; (3) The professional individuals attending national conferences will file a written report to the Superintendent of the appropriate information within ten (10) days of returning from the meeting.
- N. Up to thirty (30) professional employee Association representatives will be allowed to have the choice of appropriate leave without pay (or "personal leave with pay")\* or granted temporary duty elsewhere to serve as delegates to the Association's annual meeting. The Association will reimburse the Board for all costs for any required substitutes at the established rate. Travel and per diem will be the responsibility of the Association.
- O. The Association faculty representative shall be given the opportunity at the close of each regular faculty meeting to present brief reports and announcements, provided, that in any school which does not hold regular scheduled faculty meetings, the representative shall have this opportunity at faculty meetings that are held.
- P. All rights in this contract granted the Association as the bargaining agent for professional employees are exclusive to the Association.
- Q. The Association President or his/her designee shall be entitled to twenty-five (25) days each year for the Association business without loss of compensation, provided the Association will reimburse the Board for all costs involved.
- R. The Board shall grant release time to the SJEA President upon fifteen (15) days notice to the Superintendent. Release time may be requested by the Association for up to 100% of the President's employment during any year. The Association shall reimburse the Board for salary and benefits for that portion of time that the President is released to work for the Association including a pro-rata share of accumulated sick leave and at the end of the year. The Board shall pay the difference in all benefits and salary for the remainder of the employment contract. The President shall receive all benefits including progression on the Salary Schedule, accruals of sick leave/personal leave, and retirement as any other full-time St. John's professional employee. It is understood that placement at a different worksite may be necessary to accommodate such leave for the SJEA President. Such leave shall be renewed as requested by the Association.
- S. The professional employee shall have the right to Association representation at any scheduled conference with an administrator, if the content of the conference may ultimately lead to disciplinary action.

\* See Personal Leave (with pay) under Leave provisions of this Agreement.

**ARTICLE III**  
***Board's Rights and Responsibilities***

- A. The Association agrees that it is the right of the Board to determine, with stake holder input, the purpose of each of its schools and educational programs, set standards of service to be offered to the public and exercise discretion over its organization operations. It is also the right of the Board to direct its employees, take disciplinary action for just cause and relieve its employees from duty for just cause because of the lack of work or for other legitimate reasons.
- B. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Florida School Laws or any other laws or regulations, including the right to manage and direct the work forces, including the right to hire, promote, suspend, discharge, and demote employees; transfer employees; assign work including extracurricular duties to employees; subcontract; determine the size of the work force and to lay off employees; except rights which are clearly and expressly relinquished in this Agreement.
- C. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement.
- D. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board.
- E. The executive management and administrative control of the school system and its properties, facilities, equipment, and the activities of its employees during employee working hours are vested exclusively in the Board, except as expressly provided otherwise in the Agreement.
- F. It shall also be the sole right of the Board to hire all employees and, subject to the provision of the law, to determine their qualifications.
- G. Officials of the Board will retain the right, in accordance with applicable laws, regulations, and rules to take whatever actions may be necessary to carry out the responsibilities of the Board in situations of emergency. These emergency rights and responsibilities are exempt from any grievance and negotiation.

## **ARTICLE IV**

### ***Negotiations Procedure***

- A. Negotiations shall begin not later than sixty (60) days prior to expiration date of current Agreement unless both parties agree to an alternate date. Meetings shall be scheduled at reasonable times and a place mutually agreed to by both parties.
- B. Both parties to negotiations recognize the Board as the duly elected representative of the people. The Association agrees to negotiate only with the Board, through the chief executive officer or his designee. The Association agrees that neither it, nor its members or agents, will attempt to represent in any negotiations or grievances, the interests of anyone other than the members of any P.E.R.C. certified bargaining units.
- C. During the course of any negotiations described in this Article, the parties mutually pledge that such negotiations shall be conducted in good faith. If either party determines that the differences of position are so serious that further negotiations seem impossible of producing a satisfactory agreement, then either party may invoke the impasse machinery that is provided in Florida Statutes. Any cost involved shall be shared equally by the Board and the Association. Each party will be responsible for its own individual cost including transcripts, secretarial service, witnesses, etc.
- D. The cost of the mediator or fact finder shall be shared equally by the Board and the Association. Each party will be responsible for their own individual cost including transcripts, secretarial service, witnesses, etc.
- E. Upon mutual agreement, the parties may amend this agreement through the negotiating process. Should such a meeting result in a mutually acceptable amendment to this Agreement, then the amendment shall be subject to ratification by the members of the bargaining unit and the Board. If there is no mutually acceptable amendment, the Agreement would continue as previously ratified.
- F. Each party to negotiations shall select its negotiation representatives and empower them with the authority to negotiate and come to tentative agreement for the purpose of an agreement to be submitted to the members of the bargaining unit for majority ratification and to the Board for official approval. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the members of the bargaining unit voting.
- G. The distribution of copies of the finalized, official Agreement to the bargaining unit members will be the responsibility of the Association. Cost of the initial reproduction of this Agreement will be shared equally by both the Association and the Board. The number will be determined annually by a committee of two (2) consisting of one (1) representative from each team, based on need. Every effort will be made to publish via technology.
- H. The Association and district agree to establish standing and working committees. The committees are listed in the appendix. The Association President will appoint the Association members and the district Chief Negotiator will appoint the district members unless membership is designated under other articles within the negotiated agreement.
- I. In preparation of this document for final form and reproduction, it is agreed that without any change of content, the format and article numbers may be changed for proper continuity. Appropriate headings and indexing will be included.

- J. This Agreement constitutes the sole and entire existing Agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions or employment which shall prevail during the term of this Agreement. The Board shall deal with all matters not expressly covered by this Agreement through the exercise of its management rights, provided upon mutual agreement the parties may amend this Agreement through the negotiating process. Should such a meeting result in a mutually acceptable amendment to this Agreement, then the amendment shall be subject to ratification by the members of the bargaining unit and the Board. If there is no mutually acceptable amendment, the Agreement would continue as previously ratified.

**ARTICLE V**  
***Grievance Procedure***

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise concerning this Agreement. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate.
- B.
1. The term "days" when used in this Article shall mean normal employee workdays.
  2. "Employee" shall mean a member of the bargaining unit.
  3. "Administrator" shall mean immediate supervisor, principal of the school or supervisor of a work center, or their designee.
  4. "Grievant" shall mean employee.
  5. A grievance shall be an alleged violation, misapplication or misinterpretation of the expressed terms of this Agreement.
- C. All grievances shall be brought to the attention of the appropriate principal or supervisor within fifteen (15) workdays of the incident or they will not be considered.
- D. A formally written grievance shall contain the following:
1. Signature of the grievant;
  2. Grievance shall be specific and related to contractual provisions alleged to have been violated;
  3. A synopsis of the facts giving rise to the alleged violation must be included;
  4. The section or subsections of this contract alleged to have been violated is to be listed;
  5. It shall contain the date of the alleged violation;
  6. It shall specify the specific relief requested.
- E. When the presence of an employee or a key witness at a grievance hearing is requested by either party, illness or other incapacity of the employee or key witness shall be grounds for any necessary extension of grievance procedure time limits.
- F. If hearings and conferences are scheduled by the administrator during working hours, all employees whose presence is required shall be excused from duty with pay while in attendance.
- G. Any investigation or other handling or processing of any grievance shall be conducted so as to result in minimal interference with or interruptions of the grieving employee's assigned duties. Other employees will not be involved in the process while on duty unless under the provisions of F above.
- H. All employees shall have the right to file grievance under this Agreement without regard to membership, or non-membership, in the Association. All employees shall have a right to Association representation at all levels of this procedure in accordance with Association policies.

- I. All grievances must be processed through the grievance procedure, and after the grievance is filed, it shall be amendable only by mutual consent of the Board and the Association and may be withdrawn by the grievant.
- J. It is expressly agreed that the following matters shall not be the basis of any grievance filed under the procedure outlined in the Article.
  - 1. The failure to reemploy any annual or probationary employee.
  - 2. The placing of an annual employee on a fourth year probation.
  - 3. The failure to employ or reemploy to a position on the extra-duty schedule involving a supplement.
  - 4. Any matter involving substance (content) of employee evaluations.

K. Informal

An attempt shall be made to resolve any grievance in informal, verbal discussion between grievant and employee's administrator. Within fifteen (15) workdays of the time a grievance arises, the employee will present the grievance to employee's administrator. Within ten (10) workdays after presentation of the grievance, the administrator will give an answer orally to the employee.

Note: Oral statements made in the informal complaint conference shall not be recorded by either party.

L. Formal

**Step One:**

If for any reason the grievance is not resolved informally, the employee must, within five (5) workdays after receipt of the administrator's oral answer or twenty (20) workdays from the alleged violation, submit to the administrator a signed written statement of grievance on the official grievance form provided in the negotiated agreement. The statement of grievance shall name the employee involved, state the facts giving rise to the grievance, identify all the provisions of this Agreement alleged to have been violated by appropriate reference, state the contention of the employee with respect to these provisions, indicate the specific relief or remedy requested, and shall be dated and signed by the employee involved. The administrator shall give the employee an answer in writing no later than five (5) workdays after receipt of the written grievance, with a copy to the Superintendent and the Association.

**Step One-A:** (For First Coast Technical College employees only)

Unless the parties agree to adopt the report of the administrator, it may be submitted to the President and Board of the First Coast Technical Institute within five (5) workdays of the Step One report. The President, or designee, and the aggrieved employee, and his/her representative(s) shall meet within a reasonable time, not to exceed five (5) workdays in an attempt to resolve the matter. The President shall communicate his/her decision, in writing, to the aggrieved employee and the Association within five (5) workdays after the hearing.

**Step Two:**

Unless the parties agree to adopt the report of the administrator, it may be submitted to the Superintendent or his designee within five (5) workdays of the Step One report. The Superintendent, or his designee, and the aggrieved employee, and his/her representative(s) shall meet within a reasonable time, not to exceed five (5) workdays in an attempt to resolve the

matter. The Superintendent shall communicate his decision, in writing, to the aggrieved employee and the Association within five (5) workdays after the hearing.

**Step Three:**

Within ten (10) days after receiving the decision of the Superintendent, an appeal from the decision may be made to the Board. It shall be in writing and accompanied by a copy of the decision at Step Two. No later than twenty (20) workdays after receiving the appeal, the Board shall hold a hearing (or may exercise the option of going directly to arbitration in Step Four within 15 days after receiving appeal) on the grievance at a regular or special meeting.

All those listed in Step One shall have a right to participate in this step. Within ten (10) workdays after the hearing, the Board shall communicate its decision in writing, and state its reasons to the Association and the aggrieved employee.

**Step Four:**

If the grievance is not resolved satisfactorily to the Association after consideration by the Superintendent in Step Two, or the Board in Step Three, the grievance may be submitted to arbitration if a request is made for arbitration within ten (10) workdays.

A request for an arbitrator will be made to the American Arbitration Association within ten (10) workdays. The parties shall select an arbitrator from A.A.A. in accordance with its rules, and whose rules shall likewise govern the arbitration proceedings.

- M. The fees of the arbitrator shall be borne equally by both parties hereto. All other expenses of arbitration, such as cost of transcripts, etc., shall be borne by the requesting party. Employees subpoenaed by the arbitrator will receive no loss of pay for the time required as witnesses.
- N. When grievance meetings and arbitration proceedings are held during employee work hours, up to ten (10) grievant(s), witness(es) and Association representative(s) whose presence is required shall be excused with pay from their normal duties. If the Association indicates that more than ten (10) witnesses are needed, every effort will be made to schedule the meeting beyond the employee workday.
- O. The arbitrator shall have no power to alter, add to, subtract from, disregard or modify any of the terms of the Agreement.
- P. The arbitrator's powers shall be limited to deciding whether the express articles of this Agreement have been violated, misinterpreted or misapplied.
- Q. The arbitrator's decision, when following procedures set forth in the Agreement, shall be final and binding on the Association, its members, the employee and the Board. Neither the Association nor any member of the bargaining unit shall attempt any other means to bring about the settlement of any grievance, until all steps of the grievance procedure have been completed.
- R. All grievances must be initiated within fifteen (15) workdays from the time the alleged violation was said to have occurred. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation that he may have received during the period of the back pay.
- S. Any grievance which arose prior to the effective date of this Agreement shall be processed through the procedure in effect at the time of the grievance.
- T. If the grievance arises from an action of authority higher than the principal of a school, the employee may present such grievance at Step Two of this procedure.

- U. If a grievance affects employees at more than one school/work site, the Association President/Designee may file a class action grievance at Step Two of this procedure. The Association President/Designee may also file at Step Two a class action grievance of any alleged violation, misapplication or misinterpretation of rights specifically granted the Association in this Agreement. Any class action grievance will be signed by the Association President.
- V. If the same grievance affects more than one employee at the same school/work site, an Association Building Representative may file a class action grievance on behalf of the employees at Step One of this procedure.
- W. Separate grievances filed under this Agreement which do not qualify as "class action" under U. and V. above will be handled separately and not combined for arbitration.
- X. Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.
- Y. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee to lodge an appeal at the next step of this procedure, but any grievance not advanced from one step to the next within the time limits of that step, shall be deemed resolved by the Administrator or the Board's answer to the previous step.

**ARTICLE VI**  
***Professional Employee Working Conditions***

- A. The length of the professional employee workday shall normally be seven (7) hours and thirty (30) minutes with the regular workweek no longer than thirty-seven (37) hours and thirty (30) minutes. On days preceding holidays defined by school board policy ICA and the last day of school for students, the professional employees' day shall end one hour earlier than normal, or thirty minutes after the students are dismissed, whichever is earlier.
- B. During pre- and post-planning and other days during the school term when lunch rooms are not in operation, professional employees shall receive a one (1) hour duty-free lunch period.
- C. The regular school lunch period for each professional employee shall consist of thirty (30) minutes duty free during the school day. Every effort will be made to schedule this lunch period during the time the cafeteria is serving lunch.
- D. The Board shall provide in each school a lunch area, restroom and lavatory facilities exclusively for employee use and at least one (1) room for staff lounge where space and facility is available.
- E. Every effort will be made to prevent unnecessary classroom interruptions through the intercom and telephone system. Other interruptions will be kept to a minimum as determined by the administration after consultation with the professional employee. It is the intent of the Board to design facilities which will enhance the educational environment.
- F. Classroom visitations by anyone other than Board employees shall be allowed only after consent has been granted by the building principal, or his designee, after consultation with the professional employee involved.
- G. The Board shall provide all safety items required by Florida law. Professional employees are required to furnish all personal items of clothing needed to effectively carry out their assigned responsibilities. The Association will encourage all employees to work safely, using all proper safety procedures.
- H. Both the Association and the Board recognize that the employee workday is specifically for performing teaching duties and other assigned responsibilities. Professional employees shall not conduct Association business during duty hours.
- I. A conference area shall be provided in each school for necessary professional employee conferences with parents or students.
- J. Professional employees shall be given notice of a parent conference and shall have the option of rescheduling of such appointment if it interferes with a prior commitment when scheduled during professional employee's duty time. In the event the parent conferences are scheduled before or after duty time, at least twenty-four (24) hours notice will be given to the professional employee and every attempt will be made to consider any specific needs of the professional employee.
- K. Nothing in this Agreement will be interpreted to prevent the Board from utilizing its employees in activities relating to accreditation, or minimum educational standards required by law, provided appropriate inservice points will be earned by the professional employees involved in these professional activities.

- L. The administration will make every effort to avoid inequitable assignments of supervisory duties. When it is necessary that professional employees supervise students before and after the established school day, all professional employees shall participate in such duties. When a professional employee's assignment to a school is 59% time or less, he/she will be assigned no additional duties. When a professional employee's assignment is 60% or more, duties, when assigned, will be at an equitable rate.
- M. Professional employees shall be encouraged and may be required to participate in inservice activities that relate to identified weaknesses, if scheduled during duty hours.
- N. When school is not in session, professional employees may be given access to the building, when necessary, by arranging such access with the building principal or designee.
- O. Telephones shall be designated by a principal or building administrator for reasonable use of a professional employee for local calls, provided that:
  - 1. The use of the telephone does not conflict with the professional employee's assigned duties and responsibilities.
  - 2. The telephone is used for personal, non-business (except school business) purposes.
  - 3. Any long distance calls are to be cleared with the principal or building administrator in advance and logged.
  - 4. Personal calls must not be charged to the school but placed collect or billed to an appropriate phone.
- P. Teachers may schedule among themselves relief periods, which assure proper supervision of their students provided the schedule is approved by the principal or his/her designee except in cases of emergency.
- Q. Off-street parking facilities shall be designated for professional employees where available.
- R. Both the Association and the Board recognize that the employee workday is specifically for performing teaching duties and other assigned responsibilities. However, with the prior approval of the principal or supervisor, a professional employee may be authorized to leave his/her assigned school (absent from duty) during the professional workday for justifiable activities that cannot be scheduled after the professional employee's normal workday, such as:
  - 1. Attending classes for professional development.
  - 2. Legitimate personal appointments.
  - 3. Healthcare appointments.
  - 4. To attend regular meetings of the School Board provided the normal operation of the school is not impaired.
  - 5. Other justified situations as approved by the principal/designee.

The following conditions apply:

1. During non-scheduled student contact time, except on county-wide early release days, up to two (2) hours in a professional employee workday of "absent from duty" leave may be taken, provided the professional employee is to make up this time within ten (10) working days on a schedule convenient to the professional employee and approved by the principal/designee.
2. Time off involving more than three (3) hours shall not be authorized under the above provision. Should more than three (3) hours "absent from duty" be required by the professional employee, the regular leave policies of this Agreement will apply (Article XIA, Leave With Pay).
3. In addition to the above flexibility of professional employee workday, the building principal or supervisor may provide, if in their opinion it is justified, an adjusted workday within the 37 1/2 hour workweek to accommodate the needs of the professional employee or the school system.

The principal or supervisor may also use this flexibility of professional employee workday to compensate the professional employee for assigned duties outside the normal workday.

Note: A record-keeping system as determined by the principal (supervisor) or as required by the Board will be utilized by the professional employee to assure accurate records and meet auditing requirements. Also, the professional employee's failure to make up time under (1) above within the outlined provisions will be charged leave under (2) above.

- S. In arranging schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of inter-school travel. When required, travel will be paid at the currently approved Board rate.
- T. Except in emergency situations, professional employees will not normally be required to work under unsafe or hazardous conditions. Conditions which the professional employee considers unsafe or hazardous shall be reported promptly in writing to the professional employee's immediate supervisor or principal, who will determine if the condition is unsafe and what action is to be taken.
- U. Planning periods are provided for the purpose of instructional planning.
  1. Elementary teachers shall have a planning period of at least thirty (30) consecutive minutes during the employee workday. Every effort shall be made to schedule planning time during the student day. An additional 100 minutes of planning time shall be established during the normal workweek. Every effort shall be made to ensure the longest block of consecutive minutes possible.
  2. Middle school teachers shall have a planning period of at least fifty (50) consecutive minutes during the employee workday. Every effort shall be made to schedule planning time during the student day.
  3. High school teachers shall have a planning period of at least fifty (50) consecutive minutes during the employee workday.
  4. Alternative and vocational schools shall have at least 250 minutes of planning during the employee workweek. Every effort shall be made to schedule such time in daily consecutive fifty (50) minute blocks. Those programs that currently require 6½ hours of

student supervision shall be given 150 minutes of planning time during the employee workweek. Any new programs that are determined to require 6½ hours of student supervision shall be agreed upon by the President of FCTC and the President of SJEA in writing and will be given 150 minutes of planning time during the employee workweek.

- V. Employees shall not be required to "clock in" or "out".
- W. A two-way communications system shall be installed/available in every classroom.
- X. Every effort will be made to give reasonable notice for any projects or assignments that professional employees are expected to accomplish.

Note: See Article X, (f) for reference to unencumbered planning days.

**ARTICLE VII**  
***Professional Employee Authority and Protection***

- A. The parties agree that effective pupil control and discipline is prerequisite to effective teaching and learning. It is agreed further that appropriate motivation of the pupil toward worthy learning activities prevents disciplinary problems and promotes self-discipline on the part of the pupil. It follows that the first responsibility of the professional employee is to exercise his full professional competence toward the motivation of pupils into worthy learning activities and to thereby establish effective discipline for each child and for the classroom.
- B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained through effective teaching and leadership techniques. It is likewise recognized that when discipline problems occur they may most constructively be dealt with by encouragement, praise, and emphasis upon the student's desirable characteristics. A professional employee may impose authorized classroom discipline within legal limits where necessary in cases of minor infractions and may use such legal force as is necessary in protection from attack or to prevent bodily injury.
- C. Employees shall be afforded an opportunity to participate in an evaluation of the school center disciplinary program each year and propose revisions thereto. Principals shall give consideration to employee proposals in updating the program for the ensuing year.
- D. The Board recognizes its responsibility to give assistance and support to employees with respect to the maintenance and control of discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special employees, the principal may, after consultation with the professional employee when appropriate, request the services of the appropriate department or agency.
- E. Any professional employee when referring a student for disciplinary action shall submit a completed, signed, county Student Discipline Report (form supplied by the Board or online as required) in duplicate, so that the principal or designee can take appropriate disciplinary action based upon information stated in the discipline report. A copy of the report, including action taken, will normally be returned to the professional employee within the next workday. Professional employees referring students to the principal or designee after following the procedures outlined in this Article will receive a copy of the report indicating action taken before or as the student is returned to class.
- F. Physical assault upon a professional employee shall be promptly reported to the Board, or its designated representative. The Board will provide legal counsel to advise the professional employee of his/her rights and obligations with respect to such assault and shall render available assistance to the professional employee in connection with handling of the incident by law enforcement and judicial authorities.
- G. A professional employee will be furnished a copy of any formal complaint against him/her by a student, parent or other employee if the complaint is to be included in the professional employee's personnel file. The employee shall have the right to attach a statement to this written complaint.
- H. If a professional employee is sued as a result of any legal action taken during assigned duties by the professional employee while in pursuit of his/her employment, the Board shall provide legal counsel.
- I. Professional employees shall be disciplined only for proper cause.

- J. Any memorandum or letter of reprimand to a professional employee from his principal or supervisor, which indicates a copy to the personnel file, will be signed (all copies) by the professional employee prior to being placed in the personnel file, provided:
1. The professional employee's signature on the copies does not signify agreement but only verifies that the professional employee received a copy of the memorandum or letter.
  2. Failure of a professional employee to sign the memorandum or letter when presented for signing will constitute insubordination.
  3. In the event a professional employee is not available to sign the letter or memorandum, a copy will be sent to the professional employee by certified mail with return receipt requested.
  4. The professional employee may write a letter of rebuttal which will be attached to any letter of reprimand.
- K The professional employee shall be notified of any known life-threatening medical condition, felony conviction, placement by a court order, or other potentially dangerous condition(s) prior to a student attending the class provided no laws of confidentiality are violated.

**ARTICLE VIII**  
***Transfers and Reassignments***

- A. Transfers - A transfer is movement of a professional employee from one school center and/or cost center operation to another.
1. Requests by a professional employee for transfer to a different school center and/or cost center may be made to the Superintendent/designee, in the same manner as applying for a vacancy by using the Human Resources web site at any time. Transfer request must be for specific location and preferably grade levels and subject areas. The district Human Resources Department will, by scheduled appointments, provide assistance for entering data for on-line application in the district office building.
  2. The professional employee's request for transfer shall remain active for one year at a time unless the employee is selected or withdraws such request. Professional employees may reapply annually.
  3. In making transfers, district-wide seniority along with certification, and qualifications (skill, preparation, training, ability and experience), shall be the determining factors. When involuntary transfers are necessary, lists of vacant positions in other schools shall be made available to all teachers being transferred. In filling such positions, the professional employee's preference shall be considered.
  4. If the professional employee is involuntarily transferred, he shall have the opportunity to meet with the Superintendent prior to Board action being taken on the transfer. After review the Superintendent, transfers shall be effective with notice to the professional employee involved. The grievance process may be used if the article is violated.
  5. Any professional employee who has completed the provisions in A(1) of this article, may be selected by any administrator without an interview using the criteria in paragraph 3.

- B. Reassignment - A reassignment is the change of a professional employee's regular teaching duties or major change in responsibility if not a classroom teacher within a school center or cost center operation.

The parties recognize that, in order to meet the staffing needs and legal responsibilities of the district, it is necessary, at times, to reassign a professional employee. Any appropriate request for reassignments will be considered first, provided the individual meets the requirements and qualifications of the requested assignment.

A professional employee will be given as much advance notice of a reassignment as possible in keeping with the needs of the specific school or district. The professional employee may request a meeting with the Superintendent, or his designee, to discuss said reassignment, after which the final outcome of the meeting will be official.

- C. Transfers and Reassignment procedures shall not in any way prohibit the Board from making needed staffing changes during the reorganization of school centers or from providing an adequate, qualified, efficient, racially balanced staff, as determined by the Board, in each school. The Superintendent makes determinations of what is adequate, qualified efficient and racially balanced and makes recommendations to the Board for official action. Appeals are outlined in A(4) above.

- D. When it is necessary to transfer teachers due to the opening of a new school, or the impact of a school, written procedures shall be established by the Board no later than four (4) months prior to the commencement of the process. The SJEA president shall have input on the procedures.

**ARTICLE IX**  
***Professional Employee Qualifications and Assignments***

- A. The Board agrees to work toward the assignment of professional employees to teach in a grade level and/or subject area only within the scope of their teaching certificates or in their major or minor field of study.
- B. Each professional employee shall present to his administrator four weeks before the last day of school, a written statement of his preference for assignment in the following term. This can either be an email or a letter. This process is not to be used for a transfer to another school. The principal or designee will send a reminder at least 30 days prior to the deadline date. This can be an email or letter.

All professional employees who fail to submit the required form by the due date shall be assigned to vacancies which exist in the system to best benefit the needs of the system.

- C. The Board agrees to notify each professional employee of his intended school assignment by the end of the professional employee's school year subject only to required change.
- D. Whenever the regular teaching assignment of a professional employee is to be changed, prior written notification shall be given to the employee. Such notification shall include the reasons for such change. If any verbal discussion of such change takes place, it shall be done in confidence and during non-student contact time.
- E. All professional employees who are being considered for professional service contract shall be notified of the outcome in writing by the end of the professional employee's school term.
- F. Professional employees who wish to be considered to teach in a summer school program shall apply for a summer school position by using the school district web site at any time. Instructors will be appointed contingent on student load and will be notified as soon as summer school plans are finalized at each individual school.
- G. Associate Teacher position is added as of February 9, 2010. Associate teachers will be hired in selected situations when a LEAD TEACHER is available and as a result of the needs as determined by the district. An Associate Teacher will be paid a salary of \$26,000 plus benefits per year, at 100% work time. All relevant benefits will be awarded. The Associate Teacher will work under the direction of one or more lead teachers. The intent of this position is to comply with the Class Size Amendment but does not limit the district in using the position in other areas as needed. The Associate Teacher must be eligible for Florida certification and will have all the rights associated with the Negotiated Agreement. They will be assigned students of record but the duties will be limited to assisting the Lead Teacher in his/her duties and responsibilities. The Associate Teacher may be required to grade papers, lead instruction and participate in parent conferences, etc.

**ARTICLE X**  
***Teacher Inservice***

- A. The Association President, or designee, shall serve as a member of the county-wide Teacher Education Council, which shall consist of one (1) teacher representative from each school. Teacher Education Council representatives will serve on a voluntary basis and be selected by their peers. The Association President will appoint an additional three (3) members of the county-wide Teacher Education Council.
- B. The Teacher Education Council will make advisory recommendations to the appropriate representative of the Board regarding inservice programs based on expressed needs of teachers. The recommendations will also include consideration of available funding for inservice programs in the county.
- C. The Staff Development Council will be comprised of equal representation from the Teacher Association the Non-Instructional Association and Management. The Staff Development Council collaborates to make advisory recommendations to the appropriate representative(s) of the Board on behalf of the inservice needs of all School District employees.
- D. The Board will make the final approval of individuals to serve on the Teacher Education Council. No other committee will be established to assume any of the responsibilities of the county-wide Teacher Education Council.
- E. Professional employees may be required to participate in inservice activities during normal duty hours. The parties agree that required inservice activities during normal duty hours should be scheduled at least ten days in advance. Inservice activities scheduled on weekly early release days may be scheduled twice a month. Exceptions will be made where inservice is planned to meet specific identified weaknesses of an individual or when it is part of a school improvement plan, and agreed to by consensus of the faculty at that school. Every effort will be made to provide the maximum amount of unencumbered time on weekly early release days for the purpose of planning for enhanced student achievement.
- F. At least five full or ten half days per year shall be unencumbered planning days, except where inservice is planned to meet specific identified weaknesses of an individual or when it is part of a school improvement plan, and agreed to by consensus of the faculty at that school.
- G. The School District will continue to schedule inservice activities during non-scheduled work hours including summer, evenings and weekends. Professional employees in inservice programs after scheduled duty time that are approved by their supervisor will be paid according to provisions of Article XVI, Professional Employee Compensation.
- H. Professional employees may be excused from participation in required inservice if they can demonstrate that they have previously participated in an equivalent activity.

## **ARTICLE XI**

### ***Leave Provisions***

Leave is permission, granted in advance by the Board, for a professional employee to be absent from his duties for a specific period of time with the right of returning to employment upon expiration of the leave under the leave provisions of the Agreement. The professional employee must supply a reason for the leave request. With the exception of military leave, all types of leave are granted at the discretion of the Board. An application must make clear an acceptable purpose (except Personal Leave with Pay) for which the leave will be used before approval will be granted. Leave must be officially granted in advance and may not be granted retroactively.

Sick leave and personal leave for verified emergency purposes as defined in this Agreement are considered to be granted in advance if the professional employee properly notifies his administrator and submits a completed request form to the proper authority promptly on the day of return to work.

All requests for leaves must be signed by the professional employee, recommended by appropriate administrator and approved by the Superintendent under the authority granted by the School Board.

Specific leave may be refused if the professional employee's absence would cause undue hardship or interruption of vital school services.

Employees who use leave at a rate greater than it is earned, on an annual basis, will be considered to be *Excessive Leave Users*. The district reserves the right to request confirmation (i.e., doctors note, obituary) of leave used after the leave goes beyond that earned on an annual basis. The documentation will be at the employee's expense.

Employees who have an identified pattern of absences (5 undocumented days beyond the number of days awarded per year) or have an excessive number of absences in one school year shall be considered a *Habitual Abusers of Leave* if employees:

1. Cannot produce documentation (after the number of days awarded in one year) which would allow the leave to be considered approved leave,
2. Have been counseled by supervisor at least once after the number of days awarded in one year , and
3. Have received a written discipline letter indicating their behavior will be identified as a *Habitual Abuser of Leave* if a future absence is not documented.

Clarification statement to the definition of "Habitual Abuser of Leave": any day which is documented by a doctor's note or other official documentation is not counted as a day towards abusive designation after the first day beyond the amount awarded in one year.

If an employee requests and is awarded a leave or takes a sick or emergency leave (as these are not requested in advance) and the employee is found to be fraudulent in the request, it is considered *Misuse of Leave*.

Employees may be disciplined up to and including termination for being a *Habitual Abuser of Leave* or for *Misuse of Leave*. These violations will be considered *Just Cause* for termination.

A. Leave with Pay

Leave with pay will accrue and be used on an hourly basis. Leave hours will accrue based upon the regularly scheduled workday and can be used in minimums of one (1) hour. [Note: This article does not change the intent of the language in Article VI, paragraph R.] The following leaves with pay may be granted by the Board under the conditions outlined in this Agreement:

Sick Leave

Military Leave (Annual Training)

Jury Duty

Emergency Leave

Personal Leave

1. Sick Leave

Full-time professional employees earn sick leave at the rate of one (1) day per month of full time employment. Four (4) days are granted as of the first day of employment of each contract year and one (1) additional day is earned for each month of employment until the number equals the months of full time employment per year. There is no limit to the number of days of sick leave that can be accumulated.

Sick leave may be used only when necessary and the professional employee is unable to perform his/her duty because of personal illness injury, pregnancy, maternity, or because of illness or death of father, mother, brother, sister, husband, wife, child or other close relative, or member of his/her own household. Sick leave may be used for well-care medical visits. The professional employee shall notify his/her immediate supervisor if possible before the opening of school on the day on which he/she must be absent, except for emergency reasons recognized by the Board as valid. The professional employee must notify his/her immediate supervisor during the day prior to return to duty station when he/she will return. Failure to do so will result in the professional employee being charged with an additional day of leave. On the date of return to work, the professional employee shall file a written statement to his/her immediate supervisor which will set forth the day or days absent and reason for such absence. Sick leave days must be substantiated by a physician's statement, if requested by the Superintendent or his/her representative; in such case, the Board will designate a physician and pay the cost of this service.

Professional employees are responsible for requesting that accumulated sick leave earned in another county be transferred to St. Johns County. Transferred sick leave will be posted on the record of the professional employee at a maximum of one (1) day per month of employment, after the first four (4) days credit.

2. Military Leave (Annual Training)

A professional employee in the National Guard or active reserve, who participates in required "annual Military training" shall, if possible, schedule his/her period of training after the end of the professional employee's school year and before the beginning of the next professional employee's school year.

When such duty must be performed during the school year, the district will follow State and Federal laws in relation to leave, pay and return to assignment provided that a copy of orders and written evidence that an effort was made to serve the duty at the time when the professional employee was not on duty for the Board.

### 3. Jury Duty

A professional employee who is required to serve as a juror at times when under contract for full time, regular scheduled duty for the Board, will be granted paid leave upon proper documentation and application; provided that if released from jury duty for any portion of the work day, the employee is expected to report for work.

### 4. Emergency Leave

A professional employee may be granted up to two (2) days of personal leave for emergency purposes that requires the professional employee to be absent from his/her assignment and for which no other applicable leave is legally available, each year. Emergency leave must be requested and approved by the Board on an individual basis. Approved emergency leave will be deducted from the employee's accrued sick leave and is non-cumulative and will not be counted against the allowed six (6) personal days.

### 5. Personal (With Pay)

A professional employee may be granted up to six (6) days of personal leave with pay each year. Personal leave with pay must be requested and approved by the Board on an individual basis. Personal leave prior to or following an employee holiday or the first or last day of the professional employee's school year, must be requested five (5) days in advance. Approved personal leave will be deducted from the employee's accrued sick leave and is non-cumulative.

### 6. Jewish Holiday

- Rosh Hashanah
- Yom Kippur

Professional employees of the Jewish faith who are scheduled to work on the above two religious holidays may request, in writing, and shall be granted, leave based on notification of their principal and approval by the superintendent. The professional employee will make up the time as mutually agreed by the principal and the professional employee during student contact time (i.e. after school remediation programs, etc.).

### 7. Bereavement Leave

Any professional employee who has utilized all of their regular leave (zero sick leave balance) will be granted one (1) day of bereavement leave due to a death in their immediate family. Immediate family is defined as spouse, parent, sibling, child, grandparent, grandchild, or their in-law or step relative counterparts. This day will not be charged against the teacher's sick leave or personal leave and they are non-accruable. Employees will not be paid bereavement leave for days not scheduled to work. Employees are required to attach a copy of the obituary or other satisfactory document to the leave request form.

## B. Leave without Pay

The following leaves without pay may be granted by the Board under the conditions outlined in this Agreement. No leave is granted beyond the school year in which approved by the Board unless specifically approved and extended by the Board:

Medical Leave (not covered under Sick Leave)  
Personal Leave  
Child Rearing Leave

Sabbatical (or Professional Improvement Leave)  
Political leave  
Military Leave

1. Medical (not covered under Sick Leave)

The Board may grant, at its option, requests for unpaid leave of professional employee for up to one (1) year due to extended illness, disability, accident or maternity. Leave request must state reason and time period to be covered by requested leave. The professional employee shall notify the Superintendent/designee in writing of the request for leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the day on which requested leave is to begin. The Board may request a physician's statement regarding need for medical leave. Extension of this leave may be granted only by Board approval with justified reasons. An employee returning from medical leave may be required by the Board to provide a doctor's release before returning to work.

2. Personal (Without Pay)

Leave request must state reason and time period to be covered by requested leave. Leave requests for unpaid leave for personal reasons may be granted at the option of the Board for a period of up to thirty (30) days.

3. Child Rearing Leave

A professional employee adopting a child or a parent of a newborn (newborn is considered less than 3 months of age at the beginning of the leave) shall be entitled upon request to a leave for up to one (1) year to commence after receiving or birth of child or prior to receiving such custody if necessary in order to fulfill the requirements for adoption, within limits stated in this Agreement.

4. Sabbatical (or Professional Improvement Leave)

Sabbatical or professional improvement leave may be granted at the option of the Board for up to one (1) year and shall be for (a) engaging in study in an accredited university; (b) teaching in foreign or military programs; or (c) participating in exchange teaching programs in other school districts, states, territories, or countries.

5. Political Leave

Political leave may be granted for up to one (1) year and shall be for the purpose to campaign for office or serve in the state legislature, national congress or Association office.

6. Military Leave

Military leave shall be granted for the purpose of entering the active military service.

All other requests for leave without pay, except emergency and medical, shall be submitted thirty (30) days prior to the effective date and must coincide with the end of the semester. Variance to this will be allowed only by approval of the Board.

When leave without pay is granted for a period in excess of thirty (30) days, a professional employee granted this extended leave without pay shall not return to duty unless a vacancy exists for which he/she is qualified. A vacancy is defined as an unfilled position for which applicants are being considered. The professional employee must notify the Superintendent, in writing, of his/her request to return to duty at the termination of the leave and no later than April 15,

preceding the new school year, file this request for reassignment. Although the Board does not guarantee the same position when returning to work from extended leave, the individual meeting the above requirements will be entitled to the first available vacancy for which he/she is qualified. All employees on leave shall be notified by the Human Resources Department in writing by April 1, of their need to submit a letter of intent by April 15.

A professional employee on maternity leave may be considered as a substitute in the school district provided she furnishes a doctor's certificate and is placed on the substitute list and approved by the Board.

The following provisions will apply to military leave. The Board shall employ the professional employee returning from military leave to the first available vacant position for which he is qualified not to exceed six (6) months from the professional employee's written notice to return to the district.

### C. Other Leave

#### 1. Workers Compensation

The district will comply with all rules, procedures and laws associated with Workers Compensation.

#### 2. Family and Medical Leave Act

- A. It is the intent of the School Board and the Association to comply with the provisions of the Family and Medical Leave Act. If any provisions of the contract are in conflict with the Family and Medical Leave Act, they will be void.
- B. This leave provision is not intended to limit or reduce leaves provided under other terms of this contract.
- C. In the event that five or more consecutive sick leave days are necessary, or the employee is out sick on unpaid leave, the employee's leave may be classified under the Family and Medical Leave Acts (FMLA) if determined eligible by the Human Resources Department.
- D. If an employee has leave time when FMLA is awarded, the employee must use the leave congruently with FMLA leave.

**ARTICLE XII**  
***Vacancies and Promotions***

- A. A vacancy shall be defined for purposes of this Agreement as a full-time position previously held by a professional employee or a new full-time position to be filled by a professional employee.
- B. Vacancies shall be posted on the school district's website. Each position, where proper notice of termination is given (10 working days written notice prior to termination), shall be posted and remain open for applicants for seven (7) calendar days following posting of vacancies. However, all vacancies shall be posted for at least five (5) workdays, unless the President of the Association, or designee, and Superintendent, or designee, mutually agree to waive or shorten the posting period.

The president of the Association shall be informed of the occurrence of any vacancy within five (5) working days after receipt of written resignation.

- C. All professional employees may apply for any known vacancy within the school district and all applications will be considered by the Superintendent or designee. Professional employees will be given preference over new hires provided they are properly certified and qualified (skill, preparation, training, ability and experience). When two or more employees apply for a vacancy, the most qualified employee shall fill the position provided he/she is properly certified. The decision of the Superintendent regarding recommendations to fill the vacancy is final. Following final action on this recommendation by the Board, all professional employees who have applied for the position will receive a written notice of action taken.
- D. Current professional employees who apply for a vacancy or seek a transfer shall not be required to take the Gallup Survey or any like instrument. This decision, by a current professional employee, shall not affect the preferences in vacancies described in paragraph C of this article.
- E. The Association and the Board recognize the importance and value of employing teachers in critical, certificate areas and minority teachers in all instructional areas and schools. The intent of this section is to allow the district to hire during the recruitment season in areas which are designated, by the district and recognized by the Association, as critical areas of hiring needs, including minority teachers. During the month of May, the board may "early hire" fifteen (15) persons per year, in certification areas which have been deemed "critical needs" by both the Association and the Board. Individuals hired under this provision, shall be placed into positions once current employees have had an opportunity to exercise their rights under the current contractual transfer provisions. Up to five (5) of these positions may be filled without advertising or considering transfers, after the approval of the SJEA president or designee for minority candidates and five (5) positions for other critical areas. These numbers may be increased by mutual agreement.

NOTE: SJEA agrees to meet to discuss prior to October, 2011.

**ARTICLE XIII**  
***Reduction in Personnel***

A. Reduction in Personnel (R.I.P.)

In the event the Board determines that the professional employees must be reduced due to decrease of work, lack of operating funds, or other economic and/or efficiency reasons, the Board will give written notice to the professional employees affected.

B. The order of reduction shall normally be determined by qualifications and certification with the following considerations:

- First, normal attrition.
- Second, annual contract professional employees possessing temporary teaching certificates within areas of certification that Reduction in Personnel is occurring.
- Third, annual contract professional employees.
- Fourth, professional services and continuing contract professional employees according to qualifications, certification and in-county teaching seniority.

C. If professional employees are to be rehired, the Board shall determine the number of positions rehired.

D. Professional employees who are laid off shall be offered recall in reverse order of layoff to vacant positions which they are certified (and qualified if for specialized adult and post secondary courses/programs) to fill, except where otherwise necessary to assure a racially balanced staff in each school.

E. Professional employees will be recalled as outlined above for twenty-two (22) months from date of Reduction in Personnel as follows:

Notice of recall shall be addressed to the professional employee's last address appearing on the personnel records of the District Office, by certified mail, return receipt requested. A copy of the notice of recall shall be sent to the Association simultaneously. Within five (5) workdays from date of receipt of such notice of recall, the professional employee shall notify Superintendent or designee, in writing, whether or not he desires to return to the position for which recalled. Failure to reply, or if there is no desire to return to such position, the professional employee shall forfeit rights to recall. Otherwise the professional employee shall report for such duty within ten (10) working days from the date of attempted delivery of the recall notice. Except that an employee who is employed in another school district at the time of recall shall be allowed to complete his/her contractual obligation and remain on the Reduction in Personnel list. In the event the professional employee shall fail to report for duty within the time specified above, all rights to recall shall be forfeited.

**Article XIV**  
***Insurance***

- A. The Board will provide each employee with a vision care plan, a long term disability plan, if the employee elects to participate. The Board will also provide life insurance coverage equal to two times the employee's salary, based on the next highest thousand, for the term of contract, with a double indemnity provision in the event of accidental death. In no case shall the life insurance coverage be less than \$20,000 with a double indemnity provision in the event of accidental death.
- B. The Board shall make available through payroll deduction a comprehensive hospital-surgical-medical (including major medical) and dental plan for each employee during the time this Agreement is in effect under the provisions of the master insurance plan and until a successor agreement is negotiated.

This comprehensive hospital-surgical-medical (including major medical) insurance will include the coverage as outlined in the master insurance plan.

- C. The Board will contribute up to no less than \$378.36 per month (\$4,540.27 per year as of August 18, 2006) for each employee toward the cost of hospitalization (see \$10.00 requirement below), dental insurance, and vision care and long term disability during the period covered by this Agreement. The Agreement will be in effect until a successor agreement is negotiated. The employee will be responsible for paying (as outlined in the Agreement) any cost of hospital insurance beyond this amount, but in no event will this amount be less than \$10.00 per month.
- D. The employee shall have the option of purchasing dependent coverage for health, dental and vision, with the additional cost at the employee's expense. The Board will contribute no less than \$324.24 per month (\$3,890.88 per year) toward the cost of family hospitalization insurance under this Agreement in addition to the amount in paragraph C above.
- E. The Association and the individual employee shall save and hold harmless the Board from any and all claims, demands, or suits incurred in connection with or resulting from any action taken or omission by the Board for the purposes of complying with the provisions of this Article; provided, however, that the Board, its agents or employees shall not willfully and intentionally cause such action or omission.
- F. In instances where both husband and wife are employed by the Board, appropriate pro-ration and/or deductions will be made to balance cost to each employee.
- G. An employee who has adequate group coverage under some other plan will have the option of selecting the optional indemnity plan, which will pay directly to the employee a specified daily amount for time individual covered under optional plan is in hospital.
- H. Insurance proposals in this Agreement are based on combining like coverage for all employees.
- I. The Insurance Committee, with equal representation from SJEA, SJESPA and Management, will continue. This committee shall monitor the self-insurance plan and its funds, review and/or develop all proposals for changes, modifications and improvements to the plan, and submit all proposals for changes to the Board with a committee recommendation.

During the 2006-2007 school year the Insurance Committee will review the issues discussed at the joint bargaining session between the SJEA, SJSSA and the School District relating to differentiated plans for single and family, enhanced benefit programs and a plan that would require no premium to be paid by the employee. The committee will also revise and enhance the

retiree participation plan based on the 3% premiums that are designated to fund the plan. The Retiree Medical Premium Plan should recognize years of service to the District and serve as a bridge between retirement in the Florida Retirement System (FRS) and eligibility for Medicare.

It is expressly understood that it is not the responsibility of the Insurance Committee to recommend or negotiate Board contributions to the insurance plan. In the event of a recommended medical insurance rate increase in excess of 12%, the Bargaining Teams will meet to bargain the impact of the premium increase.

- J. In the event medical insurance rates are increased within the period July 1, 2011-June 30, 2012 the Board agrees to pay (1) all premium increase up to 5% and (2) 78% of the single coverage increase and 56% of the family coverage increase beyond the above 5% premium increase, with the employee responsible for the remaining increase in both single and family coverage.

In order to help stabilize the Retiree Medical Premium Plan the 3% designated employee contributions approved in the 2004-2006, contract will continue. This 3% funding to the Retiree Medical Premium Plan was fully implemented in 2005-2006 and it was the goal of the Insurance Committee to continue a plan for the Retiree Medical Premium Plan that would operate within available resources.

- K. The board shall provide for retiree participation (until eligible for Medicare) in the District's health and hospitalization insurance plan as outlined in the program developed by the Insurance Committee (approved by the School Board on June 17, 1997). This plan should be adjusted and modified as recommended in Section J above. The 3% premium referenced in Section J above paid by employees will also help stabilize this program.
- L. The employee shall have the option of purchasing voluntary group long-term care insurance and/or voluntary universal life insurance as recommended by the Insurance Committee and approved by the Board.

**ARTICLE XV**  
***Professional Employee Term of Employment***

- A. It is agreed that the term of employment for each professional employee shall be one hundred and ninety-six (196) days. The working days shall be devoted to tasks to be assigned by the principal, or other administrator designated by the Superintendent.
- B. The Association and the Board shall identify the additional programs/students that extend beyond the term of employment in A. [NOTE: Some employees of the First Coast Technical College may be assigned to a term of employment in excess of 196 days based on job requirements.] No employee currently on the 196-day contract shall be required to work beyond this number of days.
- C. The term of employment for professional employees described in this Agreement shall mean the regular school year.

Terms of employment which began before the term of employment in A above, or which extend beyond said term of employment, will be voluntary and paid according to advertised rates determined by the district.

- D. The Association President, or designee, shall serve on the Board's "Master" Calendar Committee each school year. The Association shall select three additional teachers to serve on the calendar Committee.

The Board's Negotiating Team and the Association's Negotiating Team recommend that the District's Master Calendar Committee, as reference in Article XV, will take the following under consideration as they develop future master calendars:

- 1. There shall be one non-student attendance day at the end of each nine weeks, which will be an unencumbered planning day. At least two days of pre-planning and one day of post-planning shall be unencumbered planning. Beginning with the 2003-2004 school year, professional employees may flex up to one day of pre or post-planning to the other.

If the District's Master Calendar Committee develops calendars that require modifications to the existing contract, appropriate Memorandums of Understanding will be developed to implement the impact of the proposed calendars.

- E. Six paid holidays shall be included in the professional employee's term of employment each school year.

Note: The First Coast Technical College will develop its schedule based on the calendar of the county or agency in which the service is being offered and the calendar for adults with disabilities centers in St. Johns County.

FCTC employees will be notified of the calendar they will be operating under prior to the end of the school year or within ten (10) days of FCTC being notified by the county and/or agency.

Employees at FCTC working on calendars requiring them to begin work more than two (2) weeks before FCTC employees utilizing the St. Johns County School District calendar may request appropriate adjustments to their pay schedule.

**ARTICLE XVI**  
**Professional Employee Compensation**  
**SALARY SCHEDULE**

**School Year 2011-2012**

**No movement on the salary schedule will be made.**

Salaries of professional employees hired before July 1, 2011 covered by this Agreement shall be set forth on the following two schedules. \*\*As allowed by Florida Statute 1012.22 (only if degree is held in area of certification) for employees hired on or after July 1, 2011 they will receive a \$2,000 supplement plus the Bachelors level pay for verified years of experience.

<b>LEVEL</b>	<b>BACHELORS</b> All employees hired after July 1, 2011	<b>MASTERS</b> **Only if hired prior to July 1, 2011	<b>MASTERS</b> ** If hired July 1, 2011 or after	<b>PhD.</b> **Only if hired prior to July 1, 2011	<b>PhD.</b> ** If hired July 1, 2011 or after
0	38000	40650	Bachelors Level Plus \$2,000 Supplement	42650	Bachelors Level Plus \$2,000 Supplement
1	38430	41080	Bachelors Level Plus \$2,000 Supplement	43080	Bachelors Level Plus \$2,000 Supplement
2	38870	41520	Bachelors Level Plus \$2,000 Supplement	43520	Bachelors Level Plus \$2,000 Supplement
3	39320	41970	Bachelors Level Plus \$2,000 Supplement	43970	Bachelors Level Plus \$2,000 Supplement
4	39780	42430	Bachelors Level Plus \$2,000 Supplement	44430	Bachelors Level Plus \$2,000 Supplement
5	40250	42900	Bachelors Level Plus \$2,000 Supplement	44900	Bachelors Level Plus \$2,000 Supplement
6	40730	43380	Bachelors Level Plus \$2,000 Supplement	45380	Bachelors Level Plus \$2,000 Supplement
7	41220	43870	Bachelors Level Plus \$2,000 Supplement	45870	Bachelors Level Plus \$2,000 Supplement
8	41720	44370	Bachelors Level Plus \$2,000 Supplement	46370	Bachelors Level Plus \$2,000 Supplement
9	42230	44880	Bachelors Level Plus \$2,000 Supplement	46880	Bachelors Level Plus \$2,000 Supplement
10	42750	45400	Bachelors Level Plus \$2,000 Supplement	47400	Bachelors Level Plus \$2,000 Supplement
11	43280	45930	Bachelors Level Plus \$2,000 Supplement	47930	Bachelors Level Plus \$2,000 Supplement
12	43820	46470	Bachelors Level Plus \$2,000 Supplement	48470	Bachelors Level Plus \$2,000 Supplement
13	44370	47020	Bachelors Level Plus \$2,000 Supplement	49020	Bachelors Level Plus \$2,000 Supplement
14	44930	47580	Bachelors Level Plus \$2,000 Supplement	49580	Bachelors Level Plus \$2,000 Supplement
15	45200	47850	Bachelors Level Plus \$2,000 Supplement	49850	Bachelors Level Plus \$2,000 Supplement
16	45760	48410	Bachelors Level Plus \$2,000 Supplement	50410	Bachelors Level Plus \$2,000 Supplement
17	46330	48980	Bachelors Level Plus \$2,000 Supplement	50980	Bachelors Level Plus \$2,000 Supplement
18	49500	52150	Bachelors Level Plus \$2,000 Supplement	54150	Bachelors Level Plus \$2,000 Supplement
19	53700	56550	Bachelors Level Plus \$2,000 Supplement	58750	Bachelors Level Plus \$2,000 Supplement

L	58200	61050	Bachelors Level Plus \$2,000 Supplement	63250	Bachelors Level Plus \$2,000 Supplement
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**Associate Teacher      26,000**

Employees who are beyond Level 19 and qualify for the longevity Level. (Note: The employee must have been employed by the St. Johns County School District for the previous five (5) years, and served one (1) year on Level 19 of the approved Salary Schedule.)

[Note: In order to be eligible for longevity level, must have been employed by the St. Johns County School District for the previous five (5) consecutive years. Professional employees who are on Level 19 with less than five years continuous experience in St. Johns County will remain on Level 19 until the five years county experience requirement is met.]

As allowed by Florida Statute 1012.22 (only if degree is held in area of certification) for employees hired on or after July 1, 2011, an annual supplement for advance degree(s) will be \$2,000.00. Only one advanced degree supplement may be earned by each employee hired after June 30, 2011. Current employees who remain on the “grandfathered” salary schedule will continue to earn the Masters, Specialist or Doctoral degree salary as outlined in the current Bargaining Agreement. No additional supplement for “grandfathered” employee will be awarded. All Associate Teachers are eligible for the \$2,000 supplement July 1, 2011.

Professional employees who have earned a specialist degree or equivalent will have an additional \$1,000 added to their base (Masters) salary only if hired prior to July 1, 2011.

Equivalent shall be the awarding of a university degree or university certificate after a Master’s degree within most cases a minimum of 30 hours more than needed for a Masters. PHD shall include MD, JD, Ed.D, or other recognized doctoral degrees (new hires with JD and MD degrees will be recognized only if the professional employees are members of the Florida Bar Association or are licensed to practice medicine in the State of Florida beginning with the 2005-2006 school year. Employees with JD and MD previously hired will continue to be recognized.).

ROTC, Speech Language Pathologist, and nurses who hold a PSC as of June 30, 2011 will be “grandfathered” as allowed by law to continue to hold a PSC contract.

Employees of the First Coast Technical College who are required to work beyond the 196 days will be compensated at their daily rate of pay. Employees working 240 days or more will be granted vacation according to current School Board Policy.

Compensation provided from an outside entity is not within the discretion of the St. Johns County School Board or the St. Johns Education Association. Therefore, changes or elimination in such compensations are at the determination of outside entity. Such programs include, but are not limited to Dual Enrollment, Advanced Placement, and National Board.

Professional employees will be given the option of either 20 or 24 paychecks.

All retirees (retired from an IRS approved retirement plan) hired after June 2010 will be placed up to Level 10 of the current salary schedule based on verified work experience. Retirees who have less than 10 years allowable teaching experience will be placed accordingly on a Level below Step 10. These employees will progress on levels as negotiated in the future, but never more than Step 10. This paragraph applies to any retiree (armed service, private company, school system, etc.)

An annual longevity supplement of \$500 will be added, after July 1, 2011 to Step L for employees who are in year 2 or more of step L (or on Longevity Step as of December 2010), to be paid bi-monthly.

#### **CLARIFICATION STATEMENT**

##### **A.**

1. All professional employees shall normally be paid semi-monthly (24 equal installments). If the payday is a holiday, pay date will be the last workday before the holiday. Professional employees shall have the option of selecting 20 or 24 equal installments. Professional employees must declare by May 14, of the year preceding the school year, or installments will be issued in 24 payments.
2. Existing professional employees shall have the option of direct/electronic deposit based on procedures developed by the Chief Financial Officer of Business and Fiscal Services. All new employees will be required to use direct deposit. Employees who choose not to use direct deposit will be required to pick up their check at 40 Orange Street. 40 Orange Street will be open for the professional employee to pick up their check until 5:30 each pay day, if any checks are to be picked up.

##### **B.**

1. Newly hired professional employees will be placed on the appropriate level of the salary schedule as determined by the Board. Retirees will be placed according to Article XVI.
2. The method of advancement to succeeding levels after the 2001-2002 school year shall be determined through negotiations. There shall be no presumption of status quo with respect to advancement to a different level on the salary schedule.
3. Professional employees employed by the Board shall receive credit for years employed for in-county seniority purposes. There shall be no presumption of salary increases related to salary levels until and only when actually determined through negotiations process.

##### **C.**

1. In all cases, every effort shall be made to secure a substitute in the event of a professional employee's absence.
2. Any substitute assignments shall be rotated equitably among all professional employees; however, volunteers shall always be sought.
3. Except in case of an emergency, the students of an absent professional employee shall not be divided and placed into the classes of other professional employees.
4. Teachers may not be asked to substitute in an absent teacher's class during the designated planning period except in an emergency.

**D.** The District will provide the St. Johns Education Association with access to two payroll deduction slots. Use of these slots is contingent upon user's ability to formally document additions, deletions and changes to employee deductions prior to each payroll.

**E.** Compensation for district-sponsored inservice activities after the regular workday, on weekends, or in the summer shall be based on the categories of required, recommended, and or voluntary. The Professional Development Director or school principal shall determine if inservice is required, recommended, or voluntary. Teachers who participate in required district-sponsored

inservice activities after the regular workday, on weekends, or in the summer shall be paid the employee's hourly rate. . Teachers who choose to participate in the voluntary district sponsored or school sponsored inservice activities after the regular workday or on weekends or in the summer may or may not be compensated, the rate of pay will be determined by the district prior to the in-service activity. Payment may be hourly or a lump sum stipend paid upon completion.

- F. Teachers who were previously employed as a paraprofessional within the St. Johns County School District, will be given one (1) year of credit on the teacher salary for each two (2) years of continuous service as a classroom paraprofessional, up to a maximum of six (6) years, placing them on Level 2 of the current salary schedule. Request for credit shall be submitted in writing to the Human Resources office no later than ninety (90) calendar days after the first work day of the school year in which the employee is hired as a teacher.

## **COMPENSATION AT TIME OF SEPARATION**

- A. Professional employees shall be entitled to terminal pay for unused sick leave days at the time of termination of employment, at retirement or such benefits shall be paid to his/her beneficiaries if service is terminated by death, a cash payment for unused sick leave days as follows:

1. During the first 12 years of continuous employment in St. Johns County if terminated by one of the following:

1) Death

**OR**

2) Retirement (as defined by the Florida Retirement System),

such terminal pay shall not exceed an amount determined as follows:

- a. During the first 3 years of service, the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave.
- b. During the next 3 years of service, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave.
- c. During the next 3 years of service, the daily rate of pay multiplied by 45 percent 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 times the number of days of accumulated sick leave.

If an employee resigns or is terminated prior to the beginning (see 2, below) of the 13<sup>th</sup> year, no sick leave will be paid. The sick leave hours will remain for future use if the employee returns to the district. If the employee is hired by a school district in Florida, the district will transfer the remaining hours IF the employee's new district is acceptable to transfer of leave hours and it is requested as required by the receiving district.

2. During and after the thirteenth (13<sup>th</sup>) year of continuous service in St. Johns County, if one of the following occurs:

1) terminated voluntarily (resignation),

- 2) at death, or
- 3) at retirement,

The daily rate of pay shall be multiplied by one hundred percent (100%) times the number of unused sick leave days.

3. When termination of employment is by the employee's death, any terminal pay may be paid to the employee's beneficiary as designated on an approved form on file with the District.
4. Terminal pay will be paid out as provided for in the tax deferral payment plan adopted by the School Board.
5. No sick leave will be paid for employees terminated for just cause unless approved by the SJEA President.

B. 401(a) and 403(b) Special Pay Plan

**Employee Participation**

Employee participation in the St. Johns County School District Special Payment Plan is mandatory for all members of the bargaining unit who have leave pay equal to or greater than \$1,000.00. Any leave pay which is less than \$1,000.00, will be paid directly to the employee and will be subject to Federal taxes.

**Timely Remittance**

Those employees who notify the School District's Human Resources Department of their intent to retire, a minimum of ninety (90) days prior to their retirement date will have their payment remitted to the St. Johns County School District Special Payment Plan on or before the last business day of the month in which separation occurs.

Those employees who do not provide a minimum of thirty (30) days notice to the School District Human Resources Department will have their payment remitted to the St. Johns County School District Special Payment Plan within thirty-five (35) business days from the date of separation.

Those employees who fail to provide a minimum of twenty-nine (29) days notice to the St. Johns County School District will have their payment remitted to the St. Johns County School District Special Payment Plan on the last business day of the month in which the Board approves their retirement.

**DROP participants' Annual Leave/Sick Leave will be processed as follows:  
(Note: Once an option for payment is selected, no changes will be permitted).**

**Value of Remittance**

The value of accumulated vacation and sick leave shall be compensated at no more than the current daily rate of pay at the time of separation or remittance (which includes entry into DROP), whichever occurs first.

**Annual Leave**

Employees participating in DROP subject to employer policy have one of the following options:

- Option 1: Receive their annual leave as a lump-sum distribution at the time of enrollment in DROP,

**OR**

Option 2: Receive a lump-sum payment at the end of the DROP period.

If option (1) is chosen (annual leave paid as a lump-sum at the time of enrollment in DROP), this dollar amount will be included in the employee's compensation for retirement benefit calculation purposes (FRS).

If option (2) is chosen (wait until end of DROP period), this dollar amount is not included in the FRS benefit calculation.

Under option (1) or option (2) above, annual leave will be placed into the St. Johns County School District Special Payment Plan subject to contribution limits. Any annual leave in excess of Plan contribution limits will be paid to the participant subject to Federal tax and related payroll taxes (Social Security and Medicare).

Any unused sick leave accumulated after the initial remittance will be deposited into the St. Johns County School District Special Payment Plan at the end of the DROP period.

**Sick Leave**

Employees may choose to have the entire balance of sick leave deposited into the St. Johns County School District Special Payment Plan at the end of the first year of DROP. Any unused sick leave accumulated after the initial remittance will be deposited into the St. Johns County School District Special Payment Plan at the end of the DROP period,

**OR**

An employee participating in DROP will have a percentage of their accumulated sick leave pay balance deposited into the St. Johns County School District Special Payment Plan at the end of each year of DROP.

EXAMPLE: An employee participating in DROP for a period of five (5) years will have terminal sick leave deposited as follows:

Year 1	20% of balance of sick leave
Year 2	25% of balance of sick leave
Year 3	35% of balance of sick leave
Year 4	50% of balance of sick leave
Year 5	100% of balance of sick leave

**OR**

At termination of DROP, 100% of balance.

For an employee to be considered less than a five-year participant in DROP (as in the example above) a signed retirement letter with the specific retirement date must be submitted in advance.

**Special Bonus**

Special Pay Bonus will be made as a lump sum distribution at the time of enrollment in DROP, based on the Timely Remittance Guidelines.

- A. A professional employee who will be eligible to retire under an existing state retirement system after having worked for the St. Johns County School System for a minimum of ten (10) years shall receive \$10,000, or thirty percent (30%) of their current salary whichever is greater as a special retirement benefit provided he/she:
  - 1. completes the necessary procedures through the Superintendent or designee, and
  - 2. retirement is effective no later than the end of the school year that individual first becomes eligible.
  - 3. A professional employee who meets the above requirements and qualifies for disability/medical retirement through the state retirement system is eligible for the special retirement benefits.
- B. This retirement lump sum payment will not be paid to any professional employee if he/she continues his/her employment beyond the time he/she is eligible for regular\* retirement benefits, unless the professional employee is participating in the Deferred Retirement Option Program (DROP).
- C. It shall be the specific responsibility of each professional employee to determine his/her eligibility for regular retirement and to meet the requirements set forth for the additional one-time, lump-sum payment. The Board is held harmless for failure of an employee to follow this procedure, regardless of the reason.

\*Regular retirement is defined as retirement of an individual as soon as (or at the first opportunity) an individual is eligible for normal retirement, excluding medical retirement (i.e., six (6) or more years service at age 60 or 62, depending on retirement plan; 30 years of credible service at any age).

### **Employees Under Age 55**

Employees who have separated from service and fall within a certain age category (those who were under age 55 in the year of separation from employment) and elect to withdraw these funds are subject to a 10% early cash withdrawal penalty by the IRS. Subject to your employer policy, the employer has chosen to “make whole” those employees who fall within this category if they request all of their funds in cash from the Plan Administrator within 60 days of separation from employment.

This would normally require a make-up of 2.35% (10% penalty minus 7.65% previous savings on Social Security taxes). However, individuals who have met their FICA salary limit before retiring would receive an 8.55% (10% penalty-1.45% savings) reimbursement for amounts over the FICA limit.

### **Contributions in excess of IRS Limits**

If the yearly sick pay contribution exceeds the amount of the IRS contribution limits the excess amount will be rolled into the next Plan year. Employees terminating prior to their pre-selected DROP end date will have 100% of their remaining eligible sick leave balance paid into St. Johns County School District Special Payment Plan, subject to IRS contribution limits. Any excess

amount will be paid in cash, subject to all applicable taxes. This method of payment allows employees to take maximum advantage of Federal tax law.

An appeal may be made to the Superintendent or designee, in writing, within ten (10) work days of receiving information which the employee deems as incorrect. No later than twenty (20) workdays after receiving the appeal, the Human Resources committee shall review the appeal and notify the employee, in writing, of the committee's decision.

**ARTICLE XVII**  
***Extra Pay for Extra Duty (Supplements)***

A. Extra pay for extra duty(s) will be paid for additional duties and responsibilities specifically assigned by the Board and detailed in a position description prepared by the appropriate principal. These duties must be performed beyond the normal workday or workweek and will be based on the three following factors:

1. Time
2. Staff
3. Pressure/Responsibility

Equal pay will be provided when the duties are equal in each of the above factors.

"Time" is to be expressed in actual hours required to perform the assigned extra duty after the normal professional employee workday or workweek.

"Staff" relates to the number of aides or assistants the individual has assigned to him/her and has responsibility for supervising during the extra duty activities.

"Pressure/Responsibility" relates to the total of the inherent, accountable factors for which those engaged in the extra duty activity are charged.

This factor considers such tangible items as (a) number of pupils involved, (b) degree/amount of public exposure, (c) critical appraisals involved in regard to this public exposure (d) health and safety of individuals involved in the extra duty activity, (e) the moral leadership and coordinating ability needed to successfully discharge the extra duties, (f) the budget expended (including receipts and disbursements), (g) the value of equipment or facilities involved in the extra duty activities.

To arrive at an equitable pay for these assigned extra duty responsibilities, a rank of point values must be assigned to the above three (3) factors.

B. Point values are determined as follows:

1. Time: Hours to range from 0 through 500, with the hours relating to point value scale up to 10 points as follows:

<b>Time Table</b>	
<b><u>Hours</u></b>	<b><u>Point Factor</u></b>
0-49	1
50-99	2
100-149	3
150-199	4
200-249	5
250-299	6
300-349	7
350-399	8
400-449	9
450-500	10

2. Staff: Each aide or assistant supervised counted as 1 point, up to 5 maximum, as follows:

<u>Aide</u>	<u>Point Factor</u>
1	1
2	2
3	3
4	4
5	5

3. Pressure/Responsibility: The point range for this factor ranges from 1-8, as determined by the amount and degree of items listed in (a) through (g) above.
- C. Beginning with the 2007-2008 school year, the amount will increase annually; equal to half the percentage awarded to the Professional Salary Schedule. If only levels are awarded in any year, no increase to the supplement schedule can be assumed. \$196.00 per point is the value as of June 2010.
- D. The Board reserves the right to add or delete these extra pay for extra duty assignments with the understanding that the negotiated point factor value in C. above will be used for pay purposes during the term of the Agreement.
- E. A Supplement Committee will be established consisting of up to six (6) members selected by the Association and up to six (6) members selected by the Superintendent. The committee should be a cross section representing the broad range of supplements. This committee will review the complete list of positions presently receiving supplements and others which they consider should be receiving supplements to determine the appropriateness of the three elements of the formula in regard to the total points. The recommendations will be forwarded to the negotiating teams. Through unanimous consent the parties may recommend implementation to the Superintendent and School Board. This committee will continue into subsequent years and will make recommendations to the Negotiating Teams.
- F. Supplement positions that become vacant shall be posted and filled under the following procedures:
1. Posted, first, in the school where the vacancy exists for a period of five (5) days. Priority consideration will be given to qualified teacher applicants from within the school where the vacancy exists.
  2. If no teacher is interested and/or qualified, after five (5) days the position will be posted through the District's instructional position posting procedures.
  3. Posting may list, but not be limited to: job title, duties, responsibilities and amount of pay.
  4. If no teacher is interested and/or qualified, personnel other than teachers may be considered.
- G. Supplement salaries:
1. Shall be listed in the salary schedule.
  2. Shall never exceed amounts contained herein.

3. All supplements beginning in the 2007-08 school year will be paid at end of the activity.
  4. Shall be prorated on a daily basis when a teacher resigns or is unable to complete all duties, however the combined activity supplement shall never exceed the amounts contained herein.
- H. Teachers shall notify, and/or shall be notified, by their principal prior to May 1 of the school year in which they receive a supplement if they will continue in the supplemented position for the subsequent year.
- I. The President of the Association may request a list of who received supplements, who currently is receiving supplements, and how many supplements are assigned to each employee at any time.
- J. A written agreement will be signed by staff receiving supplements and their supervisor. The agreement will contain responsibilities of the position, time commitment, pay, start and end date of the activity and other expectations as needed.
- K. Professional employees who become certified/endorsed in ESOL and/or Reading, teach in the field which requires endorsement, or certification, and complete four (4) years of continuous service in the SJCS D shall receive a one-time supplement of \$500 for each certification. Payments shall be made in order of receipt, not to exceed \$50,000 annually. Excess applications shall be paid the following year.
- L. Coaches of teams that progress to FHSAA sanctioned state playoffs will receive an additional 5% supplement, based on the employee's base supplemental rate for each earned level of completion (district, regional, state). Coaches of a team or an individual player who automatically participate in the first round of playoffs will not receive the extra supplement. Coaches will receive the additional pay for each week their team or individual progresses to the next level of competition.
- M. 2006 legislation requires differentiated pay for specific classification of employees. A committee has been formed to develop a plan for implementation. The district agrees to budget \$250,000.00 additional dollars to represent additional differentiated pay needs. The committee shall meet annually to monitor the implementation and funding of the plan. This committee will determine the categories and specific teacher who are awarded additional monies. Categories will be 1) Poverty schools (generally designated by eligibility in Title I); Difficult positions (determined by severity of Special Needs); critically needy positions (as determined by position which could not be filled or were difficult to fill due to a shortage of qualified applicants as determined by the district).

**Supplemental Pay**

<b>POSITION</b>	<b>STAFF</b>	<b>TIME</b>	<b>PRES/RES</b>	<b>TOTAL</b>	<b>10-11</b>
Head Cheerleading	2	6	4	12	2352
Asst. Cheerleading	0	6	2	8	1568
Winter Guard	1	4	4	9	1764
Field Guard	0	3	3	6	1176
Choral	0	6	3	9	1764
Drama	1	6	3	10	1960

1200 Activities PT Dir I (0-1000)	0	2	2	4	784
1200 Activities FT Dir II (1001-1500)	0	2	3	5	980
1200 Activities FT Dir II (1501-Up)	0	3	3	6	1176
Dept. Chairman/Academy Dir I ES/MS/HS Team Leader (2-4)	0	2	1	3	
Dept. Chairman II/Academy Dir. II ES/MS/HS Team Leader (5-10)	0	3	3	6	
Dept. Chairman III/Academy Dir. III ES/MS/HS Team Leader (11-Up)	0	4	3	7	
Guidance Chairman (MS/HS)	0	3	4	7	

All department/grade level/academy chairs (K-12) will receive \$129 per teacher assigned to the department, grade or academy faculty. No professional employee can be counted more than once, but division by 1/5 is allowed. Principal determines make-up of groups, maximum amount for one (1) chairperson will be equal to twelve (12) professional employees. Only professional employees are counted in determining the supplement.

MS/HS Deans	1	4	5	10	1960
HS Student Government	0	2	2	4	784
(Class Sponsors)					
Freshman (Per Person)	0	1	1	2	392
Sophomore "	0	2	1	3	588
Junior "	0	3	2	5	980
Senor "	0	3	3	6	1176
High Q	0	3	2	5	980
NHS	0	2	1	3	588

### **Fall Football**

Head Football	5	10	8	23	3622
Asst. Football I	0	8	5	13	2030
Asst. Football II	0	8	4	12	1907
Asst. Football III	0	7	3	10	1568
(Total fall assistant football not to exceed \$18,650)					

### **Spring Football**

Head Football	5	10	8	23	929
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Asst. Football I	0	8	5	13	515
Asst. Football II	0	8	4	12	474
Asst. Football III (Total spring assistant football not to exceed \$4,662)	0	7	3	10	392
Head Basketball	3	7	6	16	3136
Asst. Basketball	0	7	3	10	1960
Head Baseball	3	7	5	15	2940
Asst. Baseball	0	7	3	10	1960
Head Track	2	7	5	14	2744
Asst. Track	0	7	3	10	1960
Head Wrestling	1	7	6	14	2744
Asst. Wrestling	0	7	3	10	1960
Head Volleyball	2	8	4	14	2744
Asst. Volleyball	0	6	2	8	1568
Head Soccer	2	8	4	14	2744
Asst. Soccer	0	6	2	8	1568
Head Lacrosse	2	8	4	14	2744
Asst. Lacrosse	0	6	2	8	1568
Head Softball	1	9	5	15	2940
Asst. Softball	0	7	3	10	1960
Head Cross Country*	0	6	4	10	1960
Head Golf*	0	6	4	10	1960
Head Swimming*	0	7	4	11	2156
Head Tennis*	0	7	4	11	2156
Head Weightlifting	1	5	3	9	1764
Asst. Weightlifting	0	5	2	7	1372

\*For these sports add 2 points (1 Time, 1 Pres./Res.) if coaching both Boys and Girls teams.

Mu Alpha Theta	0	1	0	1	196
Sign Language Club	0	1	0	1	196
Art Club	0	1	0	1	196
BETA Club	0	1	1	2	392
Debate Club	0	1	0	1	196
FHA/HERO/DECA	0	1	0	1	196
French Club	0	1	0	1	196
Spanish Club	0	1	0	1	196
History Club	0	1	0	1	196
Jets	0	1	0	1	196
Future Teachers	0	1	0	1	196
Pep Club	0	1	0	1	196
National Thespian Society	0	1	0	1	196
Tri M	0	1	0	1	196
Conservation Club	0	1	0	1	196
Atman/Black Awareness	0	1	0	1	196
Photography Club	0	1	0	1	196
Skills USA/VICA (FCTC Only)	0	4	4	8	1568
SADD	0	1	0	1	196/
Yearbook	0	4	4	8	1568
Newspaper	0	2	4	6	1176
Band	1	10	9	20	3920
MS Band	0	4	3	7	1372
MS Yearbook	0	2	1	3	588
MS Intramural Coaches	0	2	1	3	588
MS Chorus	0	3	2	5	980
MS Winterguard	0	3	2	5	980

MS Cheerleader	0	3	2	5	980
PAC Coordinator	0	2	1	3	588
Media Club	0	1	0	1	196
Senior Men	0	1	0	1	196
Senior Women	0	1	0	1	196
Future Problem Solving	0	1	0	1	196
Guitar Ensemble	0	5	3	8	1568
AV Coordinator	0	3	1	4	784
MS Science Fair Coordinator	0	1	1	2	392
Elementary Floating Supplement**	One for each 100 students – minimum six (6) per school at				196
MS Flexible Supplements **	One for each 100 students – minimum six (6) per school at				196
HS Flexible Supplements (3)**	0	5	5	10	1960
**This supplement may be recommended by the Principal and must be approved by the Association and the Board.					
MS Interscholastic Coach	0	2	2	3	784
School Improvement Team Chair	0	2	1	3	588
Web Master Elementary	0	1	0	1	196
Web Master Middle	0	2	0	2	392
Web Master High	0	3	0	3	588
National Board	0				100

All professional employees eligible and assigned to bill for Medicaid reimbursement will be paid 5% of actual reimbursement amount billed as a result of their records.

District Level					
Academic Team Sponsor	0	2	1	3	588

**ARTICLE XVIII**  
***Miscellaneous***

- A. This Agreement constitutes the sole and entire existing agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term of this Agreement. The Board shall deal with all matters not expressly covered by the Agreement through the exercise of its management rights, provided negotiations during the life of this Agreement may be conducted under the provisions of Article IV, Section F.
  
- B. The Board and the Association agree that it is the professional employee's duty and responsibility to continue professional development to fulfill his state certification requirements.
  
- C. In preparation of this document for final form and reproduction, it is agreed that without any change of content, the format and article number may be changed for proper continuity. Appropriate headings and indexing will be included.

**ARTICLE XIX**  
***Term of Agreement***

- A. This Agreement with each term, condition and benefit included shall be effective the date this Article is signed, after total Agreement has been ratified by both parties and shall continue in effect through June 30, 2014, except that the Term of Insurance Article shall continue in effect until a successor Agreement has been negotiated.
- B. This Agreement constitutes the complete and entire understanding of both parties concerning all matters which were subject to negotiations, and also concerning those matters which were not discussed in negotiations, it being understood that the Association has achieved only those benefits which are expressly set forth in this Agreement. During the term of this Agreement, the Association waives any right to further bargaining, except as outlined in this Agreement.
- C. This Agreement together with all the terms, conditions, and effects thereof (except insurance as referenced above) shall not be extended orally and it is expressly understood that it shall expire on the date indicated. All matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement and this Agreement is subject to amendment, alteration or additions only through the process outlined in this Agreement.
- D. The following Articles only shall be subject to renegotiation for the school terms indicated through the applicable procedure outlined in Article IV, Negotiations Procedure.

Re-openers after last negotiated salary schedule:

- 1. Compensation
- 2. Insurance
- 3. Two Articles selected by the Association and two Articles selected by the Board.
- 4. Under mutual agreement other articles may be opened.

Re-openers any school year which includes a negotiated salary schedule.

- 1. Under mutual agreement other articles may be opened

Note: By mutual agreement, the defined openers are not required to be opened.

- E. The Board and the Association agree that the implementation of the negotiated agreement is an ongoing process, that several committees are recognized within the negotiated agreement, and that it is appropriate for the two negotiated teams to meet periodically to review the status of the contract implementation and discuss issues identified by the standing committees. Therefore, the two negotiating teams will meet on a quarterly basis during the school year. Based on the concurrence from these meetings, an appropriate time will be scheduled for the beginning of the next school year.

Article SVI (Compensation) will be opened in March, 2012.

**ARTICLE XX**  
*Employee Voluntary Sick Leave Bank and Voluntary Sick Leave Pool*

I. Membership

Any full time employee of the Board, having been employed by the School Board for at least one (1) year and having at least five (5) days accrued sick leave, may enroll in the sick leave bank by voluntarily contributing one (1) sick leave day to the bank between July 1 and December 31 of any school year.

- (a) An employee may not contribute more than one (1) sick leave day. Enrollment must be made on the prescribed form furnished by the Department for Human Resources.
- (b) Any sick leave day contributed pursuant to this section shall be removed from the personally accumulated sick leave balance of that employee and shall not be returned except as provided in section IX.
- (c) Membership in the sick leave bank shall be continuous from the initial enrollment until an individual member has withdrawn from the plan, has drawn from the bank (see V. dub d) or has been paid all sick leave through participation in the DROP program.

II. Establishment and Duration

- (a) The Sick Leave Bank will not come into existence until at least 400 sick leave days have been contributed and will remain in existence until terminated by the majority vote of the Appeals Committee.
- (b) In the event the Sick Leave Bank is discontinued, distribution of remaining sick leave days will be in accordance with section (IX) below.

III. Replenishment Contributions

Following establishment of the Sick Leave Bank, all participating members shall contribute one additional sick leave day, in order to continue membership, if the balance in the bank is diminished to 200 days. Participating employees will have ten (10) working days to return a notification of assessment form specifying contribution or withdrawal from bank. Assessment will be automatic if the form is not returned.

IV. Administration and Governance

- (a) The Department for Human Resources will administer the Sick Leave Bank and a Sick Leave Bank Approval Committee will determine the validity of claims against the Bank.
- (b) A Sick Leave Bank Approval Committee will consist of six (6) members -- the Superintendent or designee, the President of SJEA or designee, and the President of SJESPA or designee and three others, one representative from each group. Any disputes or appeals arising from requests will be made to this committee. The Sick Leave Bank Approval Committee shall be the final authority on all disputes, appeals, or interpretations involving eligibility for benefits.
- (c) The Department for Human Resources will make available an annual report of usage of the Bank to the School Board and to participating members.

## V. Eligibility

An employee is not eligible to apply for sick leave benefits under the provisions of the Sick Leave Bank on any preexisting condition for one year from the date of joining the Sick Leave Bank.

In the event of a catastrophic illness (which is to be considered a terminal condition) of which the employee has no control causing a participating employee to be absent from work for an extended period of time, the employee may receive paid leave as follows:

- (a) All accumulated sick, annual and compensatory leave of the employee must first be expended, followed by an unpaid leave of ten (10) continuous workdays.
- (b) Applications must be made to the Department for Human Resources, including statements from two doctors attesting to the member's extended illness or accident. The statement must certify:
  - 1 The nature of the illness or accident.
  - 2. That in the event of an operation, it is absolutely necessary and could not reasonably be delayed until a break in employee's duty schedule.
  - 3. The probable date the member would be able to return to work.
  - 4. Application must also provide for both committees permission to investigate medical records and other information needed for review or appeal.
- (c) A participating member shall not be eligible to use sick leave from the Bank if the employee is on leave for injury or illness in the line of duty, worker's compensation, eligible for medical retirement, or other approved leaves except sick leave.
- (d) In the event a member draws from the Sick Leave Bank, that individual membership shall be suspended after drawing all days authorized from the Bank. Such individuals may reinstate membership by meeting qualifications in section (I) above.

## VI. Benefits

Upon approval of application, a member will be allowed to draw up to a maximum of one hundred (100) \*continuous paid sick leave days from the Bank, provided there remains sufficient leave days in the Bank.

\*(continuous – except as described in Vi(a). below.)

- (a) All cases will be reviewed by the Sick Leave Bank Approval Committee when each twenty-fifth (25th) continuous day of benefits has been reached up to the maximum amount allowable. At this time the committee may request additional medical certification. Also, at this time, any sick leave which may have been accrued by the participant must then be used before resumption of drawing from the Sick Leave Bank.
- (b) The employee shall not have to pay back in any manner the number of days used from the Sick Leave Bank except as outlined in section (VII) below.

VII. Participation Abuse

Alleged abuse of the Sick Leave Bank shall be investigated by the Sick Leave Approval Committee. If an employee is found to have abused the use of the Sick Leave Bank, the employee shall repay all sick leave credit (in dollars) drawn from the Sick Leave Bank and after review by the Appeals Committee be subject to such other disciplinary action as determined by the School Board.

VIII. Withdrawal from Participation

A participating employee who wishes to withdraw from participation in the Sick Leave Bank may do so, and withdrawal will be effective immediately upon receipt by the Department for Human Resources of written notification of the employee's intent to withdraw. Any previously contributed sick leave will become the property of the Sick Leave Bank.

IX. When a member has been paid all accumulated sick leave due to entrance into the DROP Program, this member will be considered a new employee in regards to the Sick Leave Bank and may re-enroll after one year of continuous service as outlined above. Members, who choose to receive percentage payouts during DROP enrollment, will remain a member of the Sick Leave Bank until all remaining leave time has been paid.

X. Discontinuance of Sick Leave Bank

If it becomes necessary to terminate the Sick Leave Bank per section (II) above, unused sick leave in the Bank will be distributed in the following manner:

- (a) If the number of unused sick leave days in the bank equals or exceeds the number of members in the bank, each member will receive one (1) of the unused days to be credited to his personal accumulated sick leave account. Those days exceeding the number of members in the bank will be dispensed of at the sole discretion of the Board.
- (b) If the number of unused sick leave days in the bank is less than the number of members in the bank, each member will receive an equal share of the unused days to be credited to his personal accumulated sick leave account. Unused days will be credited in hours.
- (c) Any balance left will be disposed of at the sole discretion of the Board.
- (d) In no instance will the days credited back to members be greater than the number remaining in the bank.
- (e) Any member joining this Sick Leave Bank acknowledges that the limits of liability for any challenge to the Appeals Committee's decision is limited to the number of days the individual contributed to the bank.

## **Voluntary Sick Leave Pool**

The intent of the “Voluntary Sick Leave Pool” (VSLP) is to allow St. Johns County School District employees to voluntarily donate their earned hours of leave for use by another employee as specified by the donor. Employees who have been employed one (1) year, in which they have earned sick leave, will qualify to donate leave hours. This program will be in addition to the “Sick Leave Bank” outlined in the negotiated agreements, which is intended for terminal conditions. Qualifying for this program is not predicated on membership in the “Sick Leave Bank.”

An employee wishing to donate sick leave hours to an individual:

- Must have been consecutively employed for more than one (1) year in a position which earns sick leave.
- Must have a minimum of 160 hours of sick leave available at the time of donation.
- May donate up to 24 hours per contract year.

An employee who is in need of paid donated sick leave hours:

- Will not be allowed more than 100 days per year of approved leave.
- Must have been employee for one (1) full contract year.
- Must have been on leave without pay for at least 10 days.
- Must be on approved FMLA leave or Board approved medical leave of absence.
- Must be in a position which earns sick leave.
- Will not accrue sick leave days while being paid through the Voluntary Sick Leave Pool leave.

Miscellaneous:

- Donated hours which are not used, by the receiving employee will be transferred to the “Sick Leave Bank” for use in terminal conditions of members.
- Employees who have been paid out (through retirement or separation from employment with the District) all sick leave, must be in unpaid status equal to the number of hours they were previously paid out, plus ten (10) additional days of unpaid leave before becoming eligible for this benefit.
- The donated hours may only be used by the original recipient.
- The Pool will be managed by the HR Department, but approval will be processed through the Voluntary Sick Leave Pool Committee. The committee will be composed of six (6) members; two (2) from each employee group. This will include the Sick Leave Bank committee plus three other members.
- Proper forms will be developed by the District and used for the donated hours.
- The donation of hours will remain anonymous, notwithstanding the Florida Sunshine Laws which may apply.

**ARTICLE XXI**  
***Professional Employee Assessment***

A. For the purpose of improving the quality of instructional services in the public schools of the county, the superintendent shall establish procedures for assessing the performance of duties and responsibilities of all instructional personnel employed in the district.

1. Professional employee assessment is an ongoing process, encompassing the entire school year, including all pre and post planning activities.
2. Professional employee assessment represents total employee performance including the overall assigned duties and responsibilities.
3. The "formal" observation (or observations) is but one component of the assessment of a professional employee.
4. A principal, subject supervisor and/or supervisors normally would require less time in the evaluation or assessment of many experienced professional employees than those who have less experience and/or are less proven in their performance.
5. No member of this bargaining unit will evaluate any other member of this bargaining Unit except those who are serving as a "Peer Evaluator".

**NOTE:**

1. The peer evaluator position will be an assignment for two years.
2. The position will be posted through the district's regular process and only those who have applied will be considered.
3. At the end of the two years, the teacher may choose to return to the same elementary grade level or secondary subject area, at the same school (if it has not been eliminated) from which they were immediately previously hired, if reappointed.
4. If the teacher wishes to return to a classroom position after one year of being a Peer Evaluator, as the teacher is reappointed, the district is not required to return the teacher to the original position. The teacher will apply for a transfer as outlined in this agreement.
5. If the teacher is held for an additional year beyond the first two years, and is reappointed, a position in the district is guaranteed. If the original position is not available the teacher will be given a position mutually agreed upon by teacher and the Superintendent.
6. No peer evaluator will evaluate any teacher in his most recent previously assigned school or department.

B. The assessment procedure shall include, but shall not be limited to the following.

1. Assessment for each employee shall be made in accordance with the Board and Florida Department of Education approved Teacher Assessment Plan.
  - a. All professional employees shall normally be formally observed by their principal/supervisor and/or designee each semester.
  - b. Each employee shall be formally assessed thereafter annually by the principal/supervisor by six weeks before the last day of school for teachers.
2. All personnel shall be informed of the criteria and procedures associated with the assessment process before the assessment takes place.
3. Following any written evaluation of an employee, the employee will receive a copy of the evaluation, signed by the principal or supervisor.
4. The written report of assessment which includes any unsatisfactory performance shall be discussed by the evaluator and the employee. The employee shall have the right to initiate a written response to the assessment and the response shall become a permanent attachment to the assessment in his/her evaluation file.
5. The employee shall sign this evaluation with the understanding that the signature of the employee does not necessarily indicate concurrence with the evaluation, but indicates the employee has been given a copy of the written evaluation.
6. The assessment criteria utilized in this evaluation shall include but shall not be limited to the following:
  - a. Ability to utilize appropriate classroom management techniques, including ability to maintain appropriate discipline.
  - b. Knowledge of subject matter. Special provision shall be made for teachers who teach out-of-field to gain subject matter knowledge within a period of time to be determined by State Board Rule.
  - c. Ability to plan and deliver instruction.
  - d. Ability to evaluate instructional needs.
7. Nothing in this section shall be construed to grant a probationary employee a right to continued employment beyond the term of his contract.
8. The personnel/evaluation file of each employee shall be subject to Florida Law.
9. Teachers shall be given written notice, assistance, and time to improve any area of concern prior to having that area or the annual evaluation marked needs to improve or unsatisfactory.
10. If an administrator determines that a professional service or continuing contract teacher is in jeopardy of being terminated for unsatisfactory performance, such teacher shall be notified at the end of that school year.
  - a. Such teacher shall be transferred if requested by the teacher and if a vacancy exists in another school in the teacher's area of certification.

- b. Teachers shall be given at least ninety (90) days from the beginning of the next student year prior to any recommendation to terminate.

Prior to being notified of an intent to recommend termination and the ninety (90) day probationary period, the professional employee shall have been provided documented assistance including but not limited to visitation with other teachers, weekly reviews of lessons with consultation, outside reviews by someone of the teacher's selection, attendance at appropriate staff development, review and consultation by school administration of progress in performance.

#### Personnel File Review

1. Although the Board agrees to protect the confidentiality of personnel references and other similar documents, an employee shall have the right to review other contents of his personnel file and to receive a copy of requested items.

An employee shall be entitled to have an Association representative accompany him during such review.

2. Copies of any complaints directed toward a professional employee which are placed in the personnel file are to be sent to the professional employee at his or her business address with an additional information copy sent to the employee's principal or supervisor.
3. The professional employee shall have the right to respond to all materials contained in said file. Such professional employee response shall be attached to that material and shall become part of said file.

**ARTICLE XXII**  
***School Improvement/Educational Accountability***

The Board and the Association agree that all members of the instructional staff are partners in the educational process. The parties shall encourage schools to develop programs that provide the means to meet the District's goals and objectives.

- A. Therefore, in order to support the development and implementation of School Improvement Plans developed at the individual school sites and to provide for school level accountability as established in F.S. 1001.11 (5) and F.S. 1008.345, the Board and Association agree to provide flexibility and resources to the extent possible for the implementation of the school plans.
- B. The Board and the Association recognize that providing school-based employees with increased responsibility for making decisions with regard to best meeting the needs of their particular student populations can foster the exchange of ideas and information, can provide for the most effective instructional practices, and can therefore improve the educational process.
- C. The parties agree that individual school staffs shall be given greater flexibility to develop innovative programs to meet the common goals of the Board and the Association. When such a program has the effect of deviating from the existing contract, the deviation will be negotiated prior to implementation.
- D. Each School Advisory Council will be composed of an appropriately balanced number of team members as determined by law.
- E. The following conditions will apply to all school improvement initiatives in the School District:
  - 1. No school improvement initiative will be implemented unless it has been agreed upon by consensus.
  - 2. No adverse employment action will be taken against any employee because of his/her refusal to agree; and he/she is expected to support and work towards the accomplishment of the initiative.
  - 3. If by reason of his/her participation in a school improvement initiative, an employee is required to work beyond the regular workday, he/she will receive flex time for such additional work hours.
- F. If any final school improvement initiative is contrary to the terms of the collective bargaining agreement, the deviation from the collective bargaining agreement will require a waiver, in writing. The contract waiver will be considered an addendum to the collective bargaining agreement, must specify the contractual provisions waived, the nature and duration of the contract waiver, and the employees affected by the contract waiver and must be signed by both parties to the agreement. Any dispute as to its interpretation or application will constitute a grievance within the meaning of Article V of this agreement.

**ARTICLE XXIII**  
***First Coast Technical College Charter School***

The Association recognizes an agreement between the School Board of St. Johns County, Florida, a statutory corporation, and First Coast Technical College, Inc., a Florida not-for-profit corporation for the purposes of creating and maintaining a charter technical career center pursuant to Section 228.505, Florida Statutes, to be known as the First Coast Technical College (FCTC) was entered into effective July 1, 1999. The school is designed to provide technology and project educational programs using an integrated relevant curriculum and a hands-on approach to learning with a rigorous and academically challenging environment tailored to the individual needs of its students. The contract between the Board and FCTC addresses the operation of the charter technical career center. The school also serves students in grades 9-12. It is the intent of the School Board of St. Johns County and the First Coast Technical College that the contract is subject to the provisions of Section 1002.34, Florida Statutes, as amended and shall fulfill the requirement of Section 1002.34.

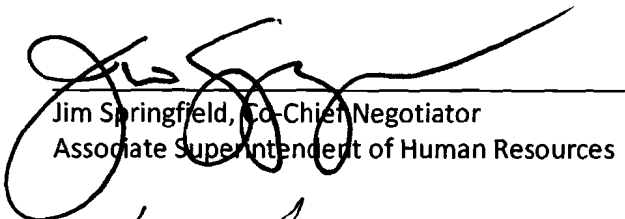
- A. Therefore, in order to support the development and implementation of the First Coast Technical College, the Board and Association agree to provide flexibility and resources to the extent possible for the implementation of the charter school.
- B. The Board and the Association recognize that providing FCTC with increased responsibility for making decisions with regard to best meeting the needs of their particular student populations can foster the exchange of ideas and information, can provide for the most effective instructional practices, and can therefore improve the educational process.
- C. The parties agree that FCTC staff shall be given greater flexibility to develop innovative programs to meet the common goals of the Board and the Association. When such a program has the effect of deviating from the existing contract, the deviation will be negotiated prior to implementation.
- D. The following special conditions will apply to: FCTC
  1. All provisions of this agreement will apply to FCTC employees who are included in the bargaining unit.
  2. An additional step in the grievance procedure (Step One-A) is added.
  3. A committee to facilitate implementation will be composed of three (3) members of the Association and three (3) members of the FCTC Administration. The FCTC Board of Directors will review and reach consensus on items recommended to them from the committee.
- E. If any FCTC initiative is contrary to the terms of the collective bargaining agreement, the deviation from the collective bargaining agreement will require a waiver, in writing. The contract waiver will be considered an addendum to the collective bargaining agreement, must specify the contractual provisions waived, the nature and duration of the contract waiver, and the employees affected by the contract waiver and must be signed by both parties to the agreement. Any dispute as to its interpretation or application will constitute a grievance within the meaning of Article V of this agreement.


**Memorandum of Understanding  
Between the  
St. Johns County School District  
And  
St. Johns Education Association**


**May 2011**

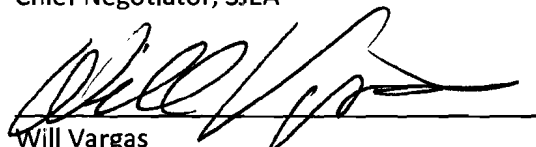
This memorandum is written as part of the signed and ratified proposal between the St. Johns County School District and the St. Johns Education Association for the 2011-2012 school year.

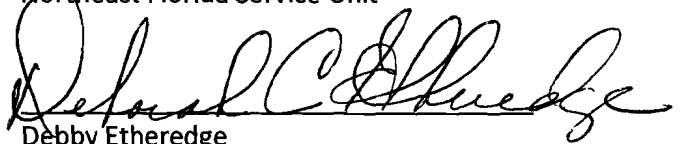
1. There will no change in the current salary schedule as outlined in the 2010-2011 Collective Bargaining Agreement.
2. No advancement on levels.
3. Two (2) days of mandatory inservice training in July/August 2011, offered multiple times, on new teacher evaluation process paid at a flat rate of \$250 per day.

  
Jim Springfield, Co-Chief Negotiator  
Associate Superintendent of Human Resources

  
Tim Forson, Co-Chief Negotiator  
Associate Superintendent of Operations

  
Mary Ann Collins  
Chief Negotiator, SJEA

  
Will Vargas  
Northeast Florida Service Unit

  
Debby Etheredge  
President, SJEA

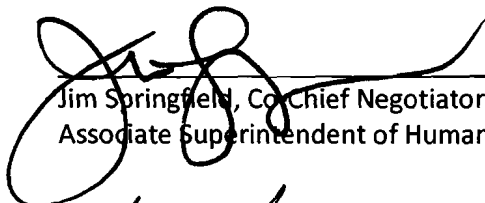
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**Memorandum of Understanding  
Between the  
St. Johns County School District  
And  
St. Johns Education Association**

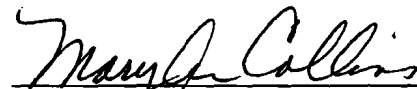
**May 2011**

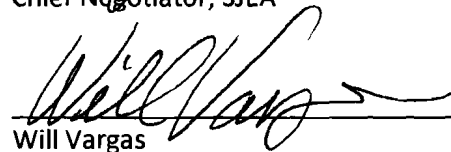
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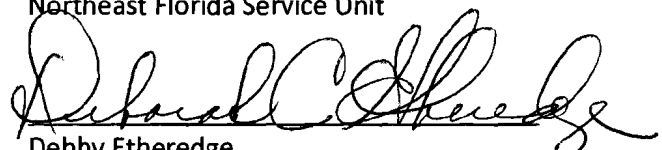
The professional employee who teaches a 7<sup>th</sup> period in high school shall be paid a \$3,000 supplement per semester. Co-teachers (who hold a certification in said 7<sup>th</sup> period class) shall be paid a \$1,600 supplement per semester. This will be a voluntary assignment. Their supplement will be paid as outline in Article XVII. This MOU shall remain until June of 2012. FCTC is exempt from this language.

  
Jim Springfield, Co-Chief Negotiator  
Associate Superintendent of Human Resources

  
Tim Forson, Co-Chief Negotiator  
Associate Superintendent of Operations

  
Mary Ann Collins  
Chief Negotiator, SJEA

  
Will Vargas  
Northeast Florida Service Unit

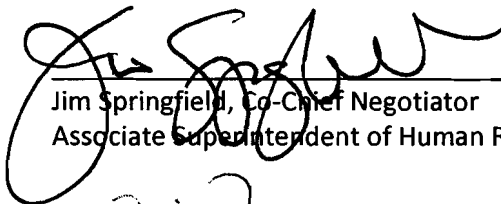
  
Debby Etheredge  
President, SJEA


**Memorandum of Understanding  
Between the  
St. Johns County School District  
And  
St. Johns Education Association**

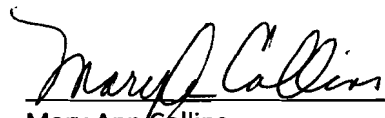
**May 2011**

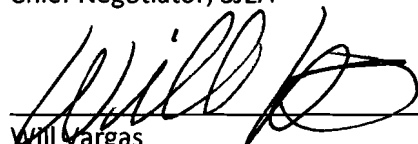
This memorandum is written as part of the signed and ratified proposal between the St. Johns County School District and the St. Johns Education Association for the 2011-2012 school year.


A supplement of \$1,000 will be provided for each fulltime middle school teacher who teaches 6 out of 6 classes per day or the equivalent for schools with alternative schedules (including the 5<sup>th</sup> grade teachers at Liberty Pines Academy), if the teacher agrees to work an additional 60 minutes per week (36 weeks maximum) on an assigned day of the week. The additional time will be unencumbered planning time for the teachers. All time must be on campus. The date and time will be assigned by the school principal.

  
\_\_\_\_\_  
Jim Springfield, Co-Chief Negotiator  
Associate Superintendent of Human Resources

  
\_\_\_\_\_  
Tim Forson, Co-Chief Negotiator  
Associate Superintendent of Operations

  
\_\_\_\_\_  
Mary Ann Collins  
Chief Negotiator, SJEA

  
\_\_\_\_\_  
Will Vargas  
Northeast Florida Service Unit

  
\_\_\_\_\_  
Debby Etheredge  
President, SJEA

## **Appendix A Standing/Working Committees**

1. Time Committee---This group will continue to meet and collaborate to resolve issues related to limited time to complete required state, federal, and district paperwork for ESE and regular education teachers; determine equity in the assignment of High School Preps/workloads; encroachment on planning time; and provide for more inservice time.
2. D/F Schools---This group will continue to meet and collaborate to develop a plan for the possible involuntary transfer of teachers from low performing schools, as required by NCLB.
3. Staffing Specialists---This group will meet to examine the use of the extended work day for a limited number of bargaining unit members.
4. Differentiated Pay ---This group will meet to establish the district's Differentiated Pay-plan as well as other required state and federal Pay for Performance mandates, such as Differentiated Pay. The committee shall meet annually or more often to monitor the implementation and funding of the plan. The decision of the Differentiated Committee, in regards to payment of additional pay will be final.
5. Teacher Assessment---This group will revisit and revise the teacher assessment tool to meet federal and state mandates.
6. Human Resources Procedures Committee---This group will meet to review personnel policy and rules established and proposed changes to those rules by the HR department; provide input on the district substitute policies; investigate the buy-back of sick leave by employees.
7. Supplement Committee (Article XVII, Extra Duty for Extra Pay)
8. Calendar Committee (Article XV, Professional Employee Term of Employment)
9. Budget/Finance Committee---This group will provide input to the Board on district wide budget priorities.
10. First Coast Technical College (FCTC)
11. Teacher Educational Council (TEC)

### **Standing Committees**

1. Sick Leave Bank Committee (Article XX, Employee Voluntary Sick Leave Bank)
2. Insurance Committee (Article XIV, Insurance)

# Florida Education Association

213 South Adams Street  
Tallahassee, FL 32301

118 North Monroe Street  
Tallahassee, FL 32399-1700

School Or Work Site

Local Association

SOCIAL SECURITY NUMBER		

REG	SERVICE UNIT	CNTY	LOCAL	DIST	BLDG	

NAME	LAST NAME	FIRST NAME	M.I.
ADDRESS			
CITY & STATE	ZIP		
HOME PHONE	(    )	HOME E-MAIL	
WORK PHONE	(    )		

ASSN	MEMBER SHIP CODE	ANNUAL PAYMENT
NATIONAL		
STATE		
SERVICE UNIT		
LOCAL*		
INITIAL YEAR TOTAL		

**SEE CODES ON BACK OF FORM**

SUBJECT CODE	POSITION CODE	LEVEL CODE	ETHNIC CODE	METHOD OF PAYMENT CODE

SEX CODE	DATE OF BIRTH	REG VOTER CODE	PARTY AFFL CODE	PRECINCT NO

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

Member's Signature

Date

Local Association Representative

The following is represented in the form of codes. Please indicate in the appropriate area the code which is applicable to you.

<b>Subject</b>	<b>Position</b>	<b>Level</b>		
01 Adult Basic Education	01 Audio Visual Technician	01	Preschool/Kindergarten	
02 Agriculture	02 Cafeteria Worker	02	Elementary	
03 Architecture	03 Classroom Teacher	03	Intermed./Middle/Junior	
04 Area Studies	04 Coach	04	High	
05 Art	05 Counselor/Psychologist	05	Post Sec.Voc Educ	
06 Biological Science	06 Custodian	06	Community/Junior College	
07 Business	07 Health Care Professional	07	College	
08 Communication	08 Librarian	08	University	
09 Computer Science	09 Maintenance Personnel	09	Central Site	
10 Driver Education	10 Office Support/Secy.	99	Other	
11 Education	11 Principal/Asst. Principal	<b>Ethnic*</b>		
12 Engineering	12 Retired	1	American Indian/Alaska Native	
13 English/Language Arts	13 Speech/Hear. Therapist, Clinician	2	Asian	
14 Fine and Applied Arts	14 Supervisor/Director	3	Black	
15 Foreign Lang. & Lit	15 Staff Association	4	Hispanic	
16 Forestry	16 Student	5	Caucasian (not of Spanish Origin)	
17 Geography	17 Superintendent	9	Unknown	
18 Health & Phys. Educ.	18 Teacher Aide	<b>Party Affiliation</b>		
19 Health Professions	19 Transportation Pers.	R	Republican	
20 Home Economics	20 Adjunct Faculty	D	Democratic	
21 Industrial Art	21 Admin. Office Personnel	I	Independent	
22 Interdisciplinary Studies	22 Assistant Professor	O	Other	
23 Law	23 Associate Professor	<b>Method of Payment</b>		
24 Library Science	24 Instructor	1	Cash	
25 Mathematics	25 Lecturer	2	Payroll Deduction	
26 Military Science	26 Professor	3	Easy Pay	
27 Music	80 Social Worker	<b>Registered Voter</b>		
28 Philosophy	99 Other	Y	Yes	
29 Physical Science		N	No	
30 Psychology	<b>National Membership Types</b>		U	Unknown
31 Public Services Curric.	10 Active – professional	<b>State Membership Types</b>		
32 Reading	15 Substitute	10	Active	
33 Religion and Theology	25 Active-educational support	15	Substitute	
34 Science	30 Active Life	25	Educational Support	
35 Social Sciences	33 Active Life/Retired Life	30	Life ***	
36 Social Studies	35 Active Life/Retired Annual	40	Staff	
37 Special Education	40 Staff	45	Reserve	
38 Speech and Drama	45 Reserve	50	Retired – Annual	
39 Vocational Education	50 Retired – Annual	53	Retired – Lifetime	
90 No Subject Taught	53 Retired - Lifetime	59	Pre-Retired – Lifetime	
91 General Subjects	59 Pre-Retired – Lifetime	60	Student	
99 Other	60 Student			

\*Ethnic minority information is optional and failure to provide it will in no way affect your membership status, rights, or benefits. This information will be kept confidential.

Annual membership dues to the NEA includes \$2.58 for NEA TODAY or \$5.67 for the Higher Education publications.

\*\*\*Available only to those Life members of the Florida Education Association (FEA) as of April, 1975 who resigned their FEA membership and requested its transfer prior to September 1, 1982.

**APPENDIX C**

*Official Grievance Form*  
As Outlined in Article V (L)

NAME(S): \_\_\_\_\_

SCHOOL: \_\_\_\_\_ ASSIGNMENT: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_

**STEP ONE**

DATE CAUSE OF GRIEVANCE OCCURRED: \_\_\_\_\_

RELATES TO ARTICLE(S) \_\_\_\_\_ PARAGRAPH(S) \_\_\_\_\_

SUBPARAGRAPH(S) \_\_\_\_\_

OF AGREEMENT BETWEEN THE \_\_\_\_\_ ASSOCIATION AND THE  
DISTRICT SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA.

STATE OF GRIEVANCE (INCLUDE STATEMENT FOR EACH ARTICLE) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

RELIEF SOUGHT (FOR EACH ARTICLE) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE) (DATE)

DEPOSITION OF ADMINISTRATOR (FOR EACH ARTICLE) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE) (DATE)

District Grievance No. \_\_\_\_\_

For additional information in regards to this contract, please contact:

***St. Johns Education Association:***

Association President  
1333 South Dixie Highway, Box #4  
St. Augustine, FL 32086  
(904) 829-2722

Will Vargas  
Northeast Florida Service Unit  
FEA  
2301 Park Avenue, Suite 305  
Orange Park, FL 32073  
1-800-940-6338

***St. Johns County School District:***

Joseph Joyner, Superintendent of Schools  
St. Johns County School District  
40 Orange Street  
St. Augustine, FL 32084  
(904) 547-7502

Jim Springfield, Co-Chief Negotiator  
Tim Forson, Co-Chief Negotiator  
St. Johns County School District  
40 Orange Street  
St. Augustine, FL 32084  
(904) 547-7670

This contract can also be viewed at [www.stjohns.k12.fl.us/contracts/sjea1.html](http://www.stjohns.k12.fl.us/contracts/sjea1.html)