

# **NEGOTIATED AGREEMENT**

**between**

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

**and**

**ST. JOHNS EDUCATION  
ASSOCIATION**

*St. Johns County School District*



**2022-2025**



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**2022-2025**

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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, American Federation of Teachers, AFLCIO, 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. 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.
- C. The terms "professional employee", and/or "they" 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.
- D. The term "Board," when used hereinafter in this Agreement, shall refer to the District School Board of St. Johns County, Florida, they their designee(s).
- E. 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).

**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 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 their 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, 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 their 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 designee.



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 their designee, shall be permitted to transact official Association business on School Board property provided that no contact will be made with professional employees while on duty 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 their 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 such communications will not be critical or derogatory of specific individuals.
  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:
1. Electronic communication will be nonpolitical in nature.
  2. The Association agrees that electronic mail communication will be used for legal purposes with the members of the bargaining unit, and such communication will not be critical or derogatory of specific individuals.
  3. 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.
  4. 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 at the rates established in School Board Rule 3.07.
- 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, sexual orientation, gender identity, or marital status.
- K. No professional employee shall be subject to discipline under the provisions of the Agreement by virtue of their legal exercise of religious or political activities, or the lack thereof.
- L. 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 Membership Application Form in Appendix B.
1. 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.
  2. 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.
  3. 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.
  4. 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. If temporary duty elsewhere is granted, the Association will reimburse the Board for all cost involved. 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 their 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 prorata share of accumulated sick leave 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 the same benefits including compensation as any other full-time St. John's professional employee. It is understood that the SJEA President is on an approved leave of absence, and such shall be renewed as requested by the Association. Upon returning to regular duty, the SJEA President is not guaranteed their previous assignment.

- 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 proper 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
  - \*hire, promote, suspend, discharge, and demote employees
  - \*transfer employees
  - \*assign work
  - \*select employees for extracurricular duties
  - \*subcontract
  - \*determine the size of the work force and to lay off employees
- This excludes 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 no 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 their 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 process 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. The cost of the mediator or fact finder shall be shared equally by the Board and the Association.
- D. 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.
- E. 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.
- F. The finalized, official Agreement shall be posted on the district website after being reviewed by both parties.
- G. 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. All active working committees shall present their recommendations to the bargaining teams at least two times a year. Inactive working committees can be resumed at any time by either party.

- H. 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.
- I. 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.
- J. Negotiating sessions will be scheduled after employee duty hours in order not to conflict with employee's assigned duties. In extraordinary circumstances, by mutual agreement of the Chief Negotiators of both parties, negotiations may be conducted during employee work hours. When negotiations are mutually scheduled during regular work hours, official leave with pay shall be granted for the Association negotiating team.

**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 arise concerning this Agreement. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate.
- B. Definitions:
1. Days - shall mean normal employee workdays when used in this Article.
  2. Employee - as defined in Article I(c).
  3. Administrator - shall mean immediate supervisor, principal of the school or supervisor of a work center, or their designee.
  4. Grievant - shall mean an employee or group of employees filing a grievance.
  5. Grievance - shall mean any claim by an employee or group of employees that which aggrieved employee is a party, may be processed as a grievance as hereinafter provided. If such claim would affect a department(s), then such claim shall be filed as a “class” grievance.
  6. Association – as defined in Article I.
  7. Bargaining Unit – shall mean all employees of the Board who are members of the Association or eligible to be members of the Association.
  8. Party – shall mean the Board and the Association, except that in the case where there is no Association backing, it shall mean the Board and the grievant.
- C. Procedural Guidelines:
1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is to be considered the maximum, and every effort should be made to expedite the process before the deadlines are reached.
  2. Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.
  3. All grievances shall be brought to the attention of the appropriate principal or supervisor within fifteen (15) workdays of the alleged violation, or they will not be considered.
  4. All claims for back wages shall be limited to the amount of wages that the employee would have otherwise earned, less any unemployment compensation that he may have received during the period of the back pay.
  5. 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.



6. 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.
7. 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.
8. 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 the key witness shall be grounds for any necessary extension of grievance procedure time limits.
9. Copies of the Board representative's decision given at any step of the grievance procedure shall be immediately delivered to the grievant.
10. A grievance may be withdrawn at any level, but the same grievance may not be filed a second time by the same party.

D. Contents of the Grievance: A formally written grievance shall contain the following:

1. Name and signature of the grievant or the Association in the event of a class action;
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. Representation: All members of the bargaining unit may have the right of Association representation at each level of the grievance procedure.

1. 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 and in accordance with Chapter 447 of the Florida Statutes. An employee shall choose whether to be represented in the grievance procedure by the Association or to represent themselves. The resolution of any grievance as defined herein shall not be inconsistent with the provisions of this contract. Association representation shall be provided an opportunity to be present at any meeting.
2. If a grievance affects employees at more than one school/work site, the Association President/Designee may file a class action 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.

3. If the same grievance affects more than one employee at the same school/work site, an Association Building Representative/president/or designee may file a class action grievance on behalf of the employees at Step One of this procedure.
4. Separate grievances filed under this Agreement, which do not qualify as “class action” under paragraphs 2 and 3 above, will be handled separately and not combined for arbitration.
5. If the grievance arises from an action of authority higher than the principal of a school, the employee/president/or designee may present such grievance at Step Two of this procedure.
6. 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.
7. Any investigation or other handling or processing of any grievance shall be conducted 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 subparagraph 6 above.
8. It is expressly agreed that the following matters shall not be the basis of any grievance filed under the procedure outlined in the Article:
  - a. The failure to reemploy any annual or probationary employee.
  - b. The failure to employ or reemploy to a position on the extra-duty schedule involving a supplement.
  - c. Any matter involving substance (content) of employee evaluations.

F. Grievance Progression

1. **Informal**

An attempt shall be made to resolve any grievance in informal, verbal discussion between grievant and employee's administrator where the grievant shall advise the supervisor of the section of the Agreement alleged to have been violated. 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.

## 2. **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 Two:**

Unless the parties agree to adopt the report of the administrator, it may be submitted to the Superintendent or their designee within five (5) workdays of the Step One report. The Superintendent, or their designee, and the aggrieved employee, and their 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 their 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.

G.Arbitration:

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.

1. 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.
2. 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.
3. The arbitrator shall have no power to alter, add to, subtract from, disregard or modify any of the terms of the Agreement.
4. The arbitrator's powers shall be limited to deciding whether the express articles of this Agreement have been violated, misinterpreted or misapplied.
5. 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.

## 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 the day preceding Winter Break 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 their 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. Professional employees shall not conduct Association business during duty hours. Both the Association and the Board recognize that the employee workday is specifically for performing teaching duties and other assigned responsibilities.
- 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 in-service 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, they 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 made on school district phones are to be cleared with the principal or building administrator in advance and logged.
- P. Teachers may schedule among themselves relief periods, which assure proper supervision of their students provided the schedule is approved by the principal or their 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 their 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:

- a. 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.
- b. Provided the Principal has been notified and has approved the request for "absent from duty" leave, a professional employee may take up to three (3) hours during the unencumbered planning day at the end of each quarter. The employee must make up this time within ten (10) working days on a schedule convenient to the professional employee and approved by the principal/designee or by using time already recorded as indicated in the note below.
- c. Time off involving more than the hours designated in "a" and "b" shall not be authorized under the above provision. Should more than the defined "absent from duty" hours be required by the professional employee, the regular leave policies of this Agreement will apply (Article XIA, Leave With Pay).
- d. 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 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 work week.
- 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.
- Y. In all cases, every effort shall be made to secure a substitute in the event of a professional employee's absence.
- Z. Any unfilled substitute assignments shall be rotated equitably among all professional employees; however, volunteers shall always be sought.
- AA. Except in the case of an emergency, the students of an absent professional employee shall not be divided and placed into the classes of other professional employees.
- BB. Teachers may not be asked to substitute in an absent teacher's class during the designated planning period except in an emergency.



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

**A. Authority of Professional Employee**

Teachers and other members of staff within the school shall have the authority for control and discipline of students per Florida Statute, Authority of Teacher.

1. The parties agree that effective student control and discipline is prerequisite to effective teaching and learning. It is agreed further that appropriate motivation of the student toward worthy learning activities prevents disciplinary problems and promotes self-discipline on the part of the student. It follows that the first responsibility of the professional employee is to exercise their full professional competence toward the motivation of students into worthy learning activities and to thereby establish effective discipline for each child and for the classroom.
2. 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.
3. 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.
4. 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 student 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.
5. 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), 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.
6. 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 their 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.

7. 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 their employment, the Board shall provide legal counsel.
8. 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.

**B. Protection of Professional Employee**

1. A professional employee will be furnished a copy of any formal complaint against him 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.
2. Professional employees shall be disciplined only for proper cause.
3. When an employee is required to appear before an administrator/supervisor, Weingarten rights shall apply. When an employee is to be given a (letter of reprimand or final letter of reprimand), the employee shall normally be given no less than twenty-four (24) hours' written notice of such meeting and shall be entitled to an Association Representative to be present during the reprimand. At the request of the employee, such meeting shall be delayed until the end of the employee's workday. In the event that a condition exists where the employee should not continue to be on duty, the employee may be suspended without any delay by the administrator/supervisor, provided the suspension of an employee shall be with pay, until reviewed by the Superintendent, at which time the Superintendent will decide whether the employee shall be suspended with or without pay until a hearing before the Board.
4. When Association representation is requested by the employee and the employee is to be represented by the Association Representative, the meeting shall be scheduled when an Association Representative can be present, not to exceed three (3) working days from the date of the requested meeting.
5. The administrator/supervisor shall provide official reprimands to the employee, which will be placed in the employee's personnel file after ten (10) working days. The employee shall have the opportunity to make a written response to the reprimand. A copy of the response shall be provided to the principal or appropriate administrator/supervisor and to the Associate Superintendent for Human Resources.
6. Any memorandum or letter of reprimand to a professional employee from their 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:
  - a. 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.

- b. 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.
- c. The professional employee may write a letter of rebuttal which will be attached to any letter of reprimand.

**C. Personnel File Review:**

- 1. Although the Board agrees to protect the confidentiality of personal references and other similar documents, an employee shall have the right to review other contents of their personnel file and to receive a copy of requested items. An employee shall be entitled to have an Association representative accompany them during such review.
- 2. Material derogatory to an employee shall not be placed in their personnel file unless the employee has an opportunity to review, sign and date said material. 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 their residential address, with an additional 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.
- 4. Personnel files of members of the bargaining unit shall be maintained in accordance with Florida Statutes. Employees shall have the right to place written materials in their personnel file that pertain to the employee's position in the district, such as commendations, or summaries of achievements of noteworthy nature.
- 5. Employees may make an inquiry with the Community Relations Department to determine if their personnel file has been reviewed under the Florida Public Records Law.

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

- A. Transfers - A transfer is movement of a professional employee from one school center they cost center operation to another.

Voluntary:

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. The district Human Resources Department will, by scheduled appointments, provide assistance for entering data for on-line application in the district office building.

Involuntary:

2. In making transfers, district-wide seniority, along with certification and qualifications (training, experience, and teacher evaluation), 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 or designee prior to Board action being taken on the transfer. It is the sole responsibility of the employee to request this meeting with the Superintendent within 5 work days of the transfer notification. The date of the meeting will be mutually agreed upon. After review by the Superintendent, transfers shall be effective with notice of no less than 5 work days to the professional employee involved.

- B. Reassignment Within a School - 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, for the Principal to reassign a professional employee within a certification area. 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 their 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, and/diversified staff, as determined by the Board, in each school. The Superintendent makes determinations of what is adequate, qualified, efficient and diversified 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(s), or impact of a school(s), written procedures shall be established by the Board with input by the SJEA President. All procedures shall be agreed upon and signed by the District and SJEA no later than four (4) months prior to the commencement of the process the procedure will include the following:
1. All active and qualified employees, regardless of contract status will be eligible to apply.
  2. The district will adhere to state laws regarding veterans' preference.
  3. The length of time for each posting will be determined by SJCSD, but be no less than 3 days. The District will notify the SJEA President of the decided #number of days.
  4. To be considered for a vacancy, current employees must have completed an online updated application, select and submit for the vacancy online and must be qualified on the specific posting.

Multiple hires may be made from each posting where possible. For example, three grade 1 teachers may be hired from one posting provided the costing lines are the same.

**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 they subject area only within the scope of their teaching certification.
- B. Each professional employee shall present to their administrator four weeks before the last day of school, a written statement of their 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 school to best benefit the needs of the school.

- C. The Board agrees to notify each professional employee of their intended school assignment one week prior to the last post-planning day of the school year subject only to changes needed to address FTE, certification, or as directed by the Superintendent.
- D. Whenever the regular teaching assignment and/or previously assigned classroom of a professional employee is to be changed after the first day for students of the current school year, written notification shall be given to the employee at least 5 days prior. The employee shall receive one (1) day of duty-free planning to prepare for change of subject area/grade level. The employee shall receive one (1) day of duty-free planning to prepare for a change of previously assigned classroom/location. If both above scenarios apply, the employee shall receive two (2) duty-free planning days. 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. 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.
- F. 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. 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 their duties and responsibilities. The Associate Teacher may be required to grade papers, lead instruction and participate in parent conferences, etc. Associate Teachers shall not be used as substitutes unless in emergency situations.

An Associate Teacher can fill a regular teaching vacancy at their current school without a posting. Special circumstances in the best interest of students as determined by Human Resources will be considered with input from the SJEA President.

G. Associate Teacher Committee

The Board and the Association agree to form a committee of eight (8) members, four (4) from the District and four (4) from the Association. The committee shall meet once per semester to discuss concerns and review/monitor the data. The committee shall report back to the bargaining teams at least two (2) times a year.

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

- A. Representation from the Teacher Association, the Non-Instructional Association and Management will collaborate as needed to make in-service recommendations based on the needs of all School District employees. Considerations for input will include surveys, district and school-based initiatives, state mandates, textbook adoptions, etc.
- B. Professional employees may be required to participate in in-service activities during normal duty hours. The parties agree that required in-service 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 in-service 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. In addition, every effort shall be made to involve teachers in the development of faculty meetings and in-service opportunities.
- C. At least five full or ten half days per year shall be unencumbered planning days, except where in-service 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.
- D. The School District will continue to schedule in-service activities during non-scheduled work hours including summer, evenings and weekends. Professional employees in in-service programs after scheduled duty time that are approved by their supervisor will be paid according to provisions of Article XVI, Professional Employee Compensation.
- E. Professional employees may be excused from participation in required in-service if they can demonstrate that they have previously participated in an equivalent activity. If the in-service has substantively changed since such prior training, the employee may be required to attend the updated in-service.



## **ARTICLE XI Leave Provisions**

Leave is permission, granted in advance by the Board, for a professional employee to be absent from their 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 to be granted in advance if the professional employee properly notifies their 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 returning from a leave of absence will be placed in the first available vacant position at their current salary for which they are qualified not to exceed two (2) months from the professional employee's written notice to return to work and physician's clearance if the employee was on a medical leave. Employees will return the following school year to the school where they were assigned at the time leave was granted. 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
- Religious Observance
- Bereavement 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 their 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 their own household. Sick leave may be used for well-care medical visits. The professional employee shall notify their 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 their 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 their 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 their 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 their 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 or is subpoenaed as a witness 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 their 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. Religious Observance

Professional employees of any faith who are scheduled to work on observed religious holidays may request, in writing, and shall be granted leave (up to 2 days per school year) 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 three (3) days of bereavement leave per contract year due to a death in their immediate family.

Immediate family is defined as father, mother, brother, sister, spouse, child, (or their in-law or step relative counterpart) or other close relative, or member of their own household.

The District may require proof of death within thirty (30) days after Bereavement Leave is taken. A copy of the newspaper or online obituary or the funeral card/program for the deceased are examples of acceptable proof of death.

Employees will not accrue a negative leave balance because of bereavement leave. Bereavement leave days are non-accruable. Employees will not be paid for bereavement leave on days not scheduled to work.

### B. Leave without Pay

The following leaves without pay may be granted by the Board under the conditions outlined in this Agreement. No leave without pay will be granted until the employee has exhausted all accrued leave time. 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

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 they are 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 their 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 they are 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.

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.

1. 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.

2. 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. The Board shall employ the professional employee returning from military leave to the first available vacant position for which they are 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 rules, procedures and provisions under Florida Workers Compensation laws.

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 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.
- 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 they are 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 a skills assessment 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 certification areas and during teacher shortage periods. In preparation for the next school year, the intent of this section is to allow the District to “early hire”-during recruitment season (January – June), without advertising.
- Thirty five (35) persons per year during the recruitment season in certification areas which have been deemed “critical needs”
  - Twenty (20) persons per school year deemed in “early recruitment” slots to secure qualified teachers when there is an identified teacher shortage.
  - These numbers may be increased by mutual agreement of both the Association and the Board.
- F. Part time instructional employees (less than 60%) may move from part time status to full time status without the benefit of a posting. The part time instructional employee may only move to full time status in the position they are currently assigned, at the same school or department. Once the employee moves to full time status, they will be eligible for benefits, FRS and all rights and privileges afforded by school board rules and the negotiated agreement.

**ARTICLE XIII**  
***Reduction in Force***

Reduction in Force:

- A. 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 they efficiency reasons, the Board will give written notice to the professional employees affected. The Board and the Association will meet before notification of employees. The District will provide written notification to the Association no later than thirty (30) calendar days before the action is to become effective. The notification shall include the following information:
- The reason(s) for the reduction in force
  - The projected number of positions affected
- B. If reduction in force becomes necessary, written notification of the reduction shall be given to the affected employee no later than fifteen (15) calendar days before the action is to become effective.
- C. Upon receipt of notification of reduction in force, employee(s) may update their address and telephone number in the SJCS D computer system prior to the last date of employment to ensure that the Human Resources Department has accurate records for further communication. Should changes in contact information occur after the last date of employment, the information may be sent directly to the Human Resources Department.
- D. The order of reduction shall normally be determined by qualifications and certification with the following considerations:
- First, normal attrition
  - Second, certification
  - Third, current final evaluation. Current final evaluation, for the purpose of Reduction in Force, is defined as the most recent complete evaluation inclusive of both performance indicators assessed by the supervising administrator and student performance data used for the purpose of the teacher evaluation.
  - Fourth, if evaluations are equal, absenteeism (as per Article XI) and other work related factors.
- E. If professional employees are to be recalled, the Board shall determine the number of positions recalled.
- F. 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.
- G. Professional employees will be recalled as outlined above for twenty-two (22) months from date of Reduction in Force 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 they desire 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 their contractual obligation and remain on the Reduction in Force 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 and life insurance coverage equal to two (2) times the employee's salary, based on the next highest thousand, for the term of the 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 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 as provided in Appendix D. 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 toward the cost of family hospitalization insurance under this Agreement as provided in Appendix D.
- E. 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.
- F. 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.
- 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 shall consist of equal representation from SJEA, SJESPA and Management. The Insurance Plan Administrator, or Superintendent Designee, shall chair this committee. 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. All decisions from the committee will be made by majority vote. The committee shall meet with the bargaining teams

no less than two (2) times a year to report any additions, deletions, and/or any plan modifications. The committee shall continue to investigate differentiated plans for single and family.

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 the Bargaining Teams will meet to bargain the impact of the premium increase.

- J. Insurance premium increases will be implemented as follows:
- a. Single Hospital 1: The Board will contribute 85% of the premium increase; the Employee will contribute 15% of the premium increase.
  - b. Family Hospital 1: The Board will contribute 75% of the premium increase; the Employee will contribute 25% of the premium increase.
  - c. Hospital 2: The Board will contribute the dollar amount equivalent to Hospital 1 for both Single and Family plans. The Employee will be responsible for the additional premium increase.

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.

Employees will have the opportunity to change plans each school year during open enrollment or throughout the year within 30 days of a qualified family status change as governed by the Section 125 pre-tax contribution plan.

Employees that have a spouse covered by the SJCS D medical plan will pay an additional premium of \$35 per pay period if the spouse is offered insurance through an employer sponsored insurance plan outside of the SJCS D.

- 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 and originally 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 universal life insurance as recommended by the Insurance Committee and approved by the Board.
- M. For the 2022-2023 school year:
1. An increase to insurance premiums for medical, dental and vision at .50% shared by employees and the board with the change in deductions beginning with the August 31, 2023 paycheck and,
  2. Medical, dental and vision premium "forgiveness" for the May 15, 2023 and May 31, 2023 paychecks for employees covered, at the time of payment, under the SJE A negotiated agreement and the school 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.

School psychologists will work 220 days per year. The school psychologists work calendar will include the 4 days prior to teacher pre-planning, the 196 day teacher calendar and the 20 days following post-planning. The length of the workday shall be 8 hours per day and include the working conditions in Article VI. Any additional days worked as a School Psychologist (i.e., during the summer) beyond the 220 days will be at the employee's daily rate of pay.

- 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 contract shall be required to work beyond the 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 referenced in Appendix A, 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. Professional employees may flex up to one day of pre or post-planning to the other.
  2. 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.

**ARTICLE XVI**  
**Professional Employee Compensation**

- A. Beginning July 1, 2015, salary adjustments will be made in compliance with Florida Statutes using the negotiated salary schedule and performance pay model. The base salary for a professional employee will be determined individually each year using the base salary of the employee from the previous year and applying any salary adjustment that is negotiated for the following year. The funding factors of the performance pay model will be bargained annually to determine total funds to be used for salary adjustments and the values for each of the following categories: grandfather effective, grandfather highly effective, performance pay effective, and performance pay highly effective.
- B. **For the 2022-2023 school year:**
1. Effective with the start of the 2022-2023 school year, the beginning teacher salary on Step 0 will increase to \$48,642 (an increase of \$1,142).
  2. Beginning with the start of the 2022-2023 school year, the beginning associate teacher salary will increase to \$36,000 (an increase of \$1,000).
  3. All active instructional personnel (including Associate Teachers) in the 2022-2023 school year whose St. Johns County School District 2021-2022 evaluation was Highly Effective or Effective will receive the following added to their base pay:
    - a. Grandfathered Highly Effective and Effective: \$1,522.00
    - b. Pay for Performance Effective: \$1,522.00
    - c. Pay for Performance Highly Effective: \$2,029.00

Instructional personnel that did not receive a St. Johns County School District 2021-2022 final summative evaluation are not eligible for the pay for performance increase.

Instructional personnel who work less than 100% will earn a prorated amount as with their current salary.

Instructional personnel who terminate employment prior to the end of their contract for the 2022-2023 school year will receive a prorated amount.

**PAY FOR PERFORMANCE  
BASE SALARY SCHEDULE  
FOR PLACEMENT OF NEW HIRES**

**Beginning with the 2022-2023 School Year**

Salaries of professional employees hired on or after July 1, 2022, covered by this Agreement shall be set forth on this schedule. This schedule also includes placement of employees that transfer from administrative or support staff positions on or after July 1, 2022, into instructional positions and employees that have a break in service and return to the district in an instructional position.

Associate Teachers will earn an annual base salary\* of \$36,000.

Professional employees placed on this salary schedule and Associate Teachers will be subject to Pay for Performance requirements for future negotiated increases.

See paragraph E for Advanced Degree Compensation.

<b>LEVEL</b>	<b>ANNUAL BASE SALARY 2021-2022</b>	<b>Beginning 2022-2023 school year</b>
0	\$47,500.00	\$48,642.00
1	\$47,500.00	\$48,642.00
2	\$47,500.00	\$48,642.00
3	\$47,500.00	\$48,642.00
4	\$47,842.00	\$48,984.00
5	\$47,842.00	\$48,984.00
6	\$47,842.00	\$48,984.00
7	\$48,184.00	\$49,326.00
8	\$48,184.00	\$49,326.00
9	\$48,184.00	\$49,326.00
10	\$48,184.00	\$49,326.00
11	\$48,596.00	\$49,420.00
12	\$49,008.00	\$49,420.00
13	\$49,420.00	\$49,420.00
14	\$49,832.00	\$49,832.00
15	\$50,244.00	\$50,244.00
16	\$50,656.00	\$50,656.00
17	\$51,068.00	\$51,068.00
18	\$51,480.00	\$51,480.00
19	\$51,892.00	\$51,892.00
20	\$52,304.00	\$52,304.00
21	\$52,716.00	\$52,716.00
22	\$53,128.00	\$53,128.00
23	\$53,540.00	\$53,540.00

\*Based upon working 7.5 hours per day on a 196 day calendar.

- C. Advanced Degree\_Compensation: 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 Only one advanced degree supplement may be earned by each employee hired after June 30, 2011. The Advanced Degree supplement will be:

Masters	\$2,730
Specialist	\$3,760
PhD	\$4,790

Current employees hired prior to July 1, 2011, will continue to earn the Masters, Specialist or Doctoral degree salary as outlined in subparagraph 1 below:

1. Any employee hired prior to July 1, 2011, who has earned an advanced degree and has provided the appropriate documentation, the following will be added to their base salary provided it was not already added to their base prior to July 1, 2015:

Masters	\$2,730
Specialist	\$3,760
PhD	\$4,790

Employees may earn any combination of degrees and receive that amount. Only one degree in each category will apply.

2. All Associate Teachers are eligible for the advanced degree supplement if hired on or after July 1, 2011. The Advanced Degree supplement will be:

Masters	\$2,730
Specialist	\$3,760
PhD	\$4,790

3. All Speech Language Pathologists hired after July 1, 2011, who hold a Master's degree in field are eligible for the advanced degree supplement if they hold Florida Department of Education certification or Florida Department of Health certification/licensure. The Advanced Degree supplement will be:

Masters	\$2,730
Specialist	\$3,760
PhD	\$4,790

4. Beginning July 1, 2015, all Mental Health Counselors hired after July 1, 2011 who hold a Master's degree are eligible for the advanced degree supplement if they hold a valid Florida Department of Education (DOH) certification/licensure as a Licensed Mental Health Counselor or Licensed Clinical Social Worker. The Advanced Degree supplement will be:

Masters	\$2,730
Specialist	\$3,760
PhD	\$4,790

5. Beginning July 1, 2015, all Behavior Specialists hired after July 1, 2011 who hold a Master's degree are eligible for the advanced degree supplement if they hold a valid certification as a Board Certified Behavior Analyst (BCBA) or Board Certified Behavior Analyst – Doctorate (BCBA-D). The Advanced Degree supplement will be:

Masters	\$2,730
Specialist	\$3,760

PhD \$4,790

6. 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. (employees hired prior to 2011) 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.).
- D. 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.
- E. 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.
- F. Retirees hired after March 2, 2022, with verified work experience, are eligible for placement up to the maximum level on the Pay for Performance Base Salary Placement Schedule. Current active instructional employees hired under the prior retiree language restricting salaries up to Level 10 may be eligible for a non-retroactive adjustment to their salary per the "Retiree Verification of Experience Review" Memorandum of Understanding included in this contract.
- G. 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.
- H. 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.
- I. Newly hired professional employees will be placed on the appropriate level of the salary placement schedule as determined by School Board Rules.
- J. Professional employees who transfer to Associate Teacher positions and Associate Teachers who transfer to professional employee positions will not have their cumulative pay for performance increases added to their new salaries.
- K. Professional employees employed by the Board shall receive credit for years employed for in county seniority purposes. There shall be no presumption of increases in salary until negotiated.
- L. 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.
- M. Compensation for district-sponsored in-service activities after the regular workday, on weekends, or in the summer shall be based on the categories of required, recommended, and or voluntary. All in-service activities shall be considered voluntary, unless otherwise communicated in writing to the instructional employee before agreeing to attend. The Professional Development Director or school principal shall determine if in-service is required, recommended, or voluntary.



1. Instructional Personnel who participate in required district-sponsored in-service activities after the regular workday, on weekends, or in the summer shall be paid the employee's hourly rate.
  2. Instructional Personnel who choose to participate in recommended district-sponsored or school-sponsored in-service activities after the regular workday or on weekends or in the summer will be compensated at a rate of \$20/hour (for professional development) or flat rate (if participating in review or development of a product).
  3. Instructional Personnel who choose to participate in voluntary district-sponsored or school-sponsored in-service activities after the regular workday or on weekends or in the summer will not be compensated.
- N. Instructional Personnel 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 3 of the pay for performance base salary placement 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.
- O. Junior Reserve Officers' Training Corps (JROTC) Instructor Compensation

The St. Johns County School Board has agreements with the military which establish "Minimum Instructor Pay" (MIP) for JROTC instructors, determined by the instructor's branch of service.

1. Effective July 1, 2022, salaries for JROTC Instructors will be set in accordance with the Minimum Instructor Pay (MIP).
2. JROTC annual compensation will be reviewed and adjusted, as appropriate to achieve MIP, in January of each year, or in conjunction with timelines for military pay raises, as determined by the instructor's branch of service.
3. It is the instructor's responsibility to ensure that the district receives notice of MIP changes that come from their branch of service prior to the last day of school for students.
4. Salaries of JROTC instructors which are higher than the value of their Minimum Instructor Pay (MIP) will not be reduced.
5. In the event that a JROTC instructor's MIP is less than the amount they would receive if placed on the instructional salary schedule, the JROTC instructor shall receive the higher salary.
6. All other terms and conditions of the negotiated agreement shall apply equally to JROTC instructors.

P. COMPENSATION AT TIME OF SEPARATION

1. 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 their beneficiaries if service is terminated by death, a cash payment for unused sick leave days as follows:
  - a. 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:

1. 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.
2. 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.
3. 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.
4. 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 subparagraph b 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.

- b. 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.

- c. 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.
- d. Terminal pay will be paid out as provided for in the tax deferral payment plan adopted by the School Board.
- e. No sick leave will be paid for employees terminated for just cause unless approved by the SJEA President.

2. **401(a) and 403(b) Special Pay Plan:**

- a. 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.
- b. Timely Remittance:
1. 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.

2. 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.
  3. 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.
- c. DROP participants' Annual Leave/Sick Leave will be processed as follows:  
(Note: Once an option for payment is selected, no changes will be permitted).
1. 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.
  2. Annual Leave Payout: Employees participating in DROP subject to employer policy have one of the following options:
    - a. Option 1: Receive their annual leave as a lump-sum distribution at the time of enrollment in DROP,
    - OR
    - b. Option 2: Receive a lump-sum payment at the end of the DROP period.
    - c. 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).
    - d. If option (2) is chosen (wait until end of DROP period), this dollar amount is not included in the FRS benefit calculation.
    - e. 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).
  3. 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.
  4. Sick Leave Payout: Employees participating in DROP subject to employer policy have one of the following options:

- a. 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

- b. 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.

- d. Special Bonus: Special Pay Bonus will be made as a lump sum distribution at the time of normal retirement\* or at the time of enrollment in DROP at the employee's first opportunity for normal retirement\*, based on the procedures and requirements below.
  - 1. A professional employee who will be eligible to retire under the Florida Retirement System (FRS) after having worked for the St. Johns County School System for a minimum of ten (10) continuous years to include the year in which they reach their first opportunity for normal retirement shall receive \$10,000, or thirty percent (30%) of their current salary whichever is greater as a special retirement benefit provided he/she retires at their first opportunity for Normal\* Retirement with FRS per FRS pension plan normal retirement rules and:
    - a. continuous years shall be defined as
      - i. uninterrupted service within the district and ii. serving in a full time benefits eligible position.
    - b. completes the necessary procedures for retirement with the St. Johns County School District and FRS through the Superintendent or designee, and

- c. retirement is effective no later than the end of the school year of that individual's first opportunity.
  - d. A professional employee who meets the above requirements regarding years of service and qualifies for disability/medical retirement through the Florida Retirement System is eligible for the special bonus.
2. This lump sum payment will not be paid to any professional employee if he/she continues their employment beyond the time he/she first becomes eligible for normal\* retirement benefits, unless the professional employee is participating in the Deferred Retirement Option Program (DROP).
  3. It shall be the specific responsibility of each professional employee to determine their first opportunity for eligibility for normal\* retirement and to meet the requirements set forth for the one-time, lump-sum payment. The Board is held harmless for failure of an employee to follow this procedure, regardless of the reason.

\*Normal retirement is defined as retirement of an individual under the FRS Pension Plan as soon as (or at the first opportunity) an individual is eligible for normal FRS retirement (defined by FRS as the time you are first eligible to receive an unreduced retirement benefit based on your age or years of service), excluding medical retirement, as follows:

- a. If initially enrolled in the FRS before July 1, 2011, you qualify for the normal retirement when: you are vested and age 62 or the age after age 62 when you become vested; or you have 30 years of creditable service before age 62.
- b. If initially enrolled in the FRS on or after July 1, 2011, you qualify for normal retirement when: you are vested and age 65 or the age after age 65 when you become vested; or you have 33 years of creditable service before age 65.

For special bonus purposes, those retiring under the FRS investment plan will be held to subparagraphs 1-3 above to include the normal retirement rules with the exception of the DROP requirements.

- e. **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.

- f. 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.

St. Johns County School District Professional Employee Compensation Salary Schedule/Formulas for Performance Pay under Subsection 1012.22, F.S. FY 2022-23			
Category	Weight	# of Teachers 21-22 Evaluation	Factored # of Teachers
Highly Effective (HE)	1.00	1,950	1,950
Effective ( E )	0.75	302	227
Grandfather (G)	0.75	564	423
		<u>2,816</u>	<u>2,600</u>
Available funding	Factored # of Teachers	Salary Adjustment for HE	
\$5,274,602.00	2,600	\$2,029	
Category	Weight	Salary Adjustment by Category	Total Salary Adjustments by Category
Highly Effective (HE)	1.00	\$2,029	\$3,956,550
Effective ( E )	0.75	\$1,522	\$459,644
Grandfather (G)	0.75	\$1,522	\$858,408
			<u>\$5,274,602</u>
Impact on Placement Schedule			
Current Salary	\$ 47,500.00	# of new employees on min.	467.00
FY 2022-23 increase (75% of G)	\$ 1,142.00	0.75	
<b>New minimum base salary</b>	<b>\$ 48,642.00</b>	<b>Cost of Change to Schedule</b>	<b>\$ 527,702.00</b>
Funding			
Total Available Allocation	\$ 3,532,894		
Less Available Funding for PFP	\$ (5,274,602)		
Less Change to Salary Schedule	\$ (527,702)		
Associate Teachers \$36,000	\$ (78,826)		
<b>Additional Cost to the District</b>	<b>\$ (2,348,236)</b>		

**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 per season/activity 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 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 students 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:

**Time Table**

<u>Hours</u>	<u>Point Factor</u>
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. Each point is worth \$250.
  - 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. Supplement Committee (Article XVII, Extra Pay for Extra Duty) A Supplement Committee will be established consisting of up to six (6) members selected by the Association and up to six (6) members of management selected by the Superintendent or designee. 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 that they consider should be receiving supplements to determine the appropriateness of the three factors of the formula that determine the total points each supplement is worth. 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 they 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 they qualified, personnel other than teachers may be considered.
  - G. Supplement salaries:
    1. Shall never exceed amounts contained herein.
    2. All supplements will be paid at end of the activity.
    3. 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, they 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 they Reading they Gifted shall receive a one-time supplement of \$500 for each certification if the following criteria are met:
1. Employee submits application for supplement by sending an e-mail to the Administrative Assistant to the Associate Superintendent of Human Resources. E-mail must include an attached copy of the valid Florida Teaching Certificate designating the endorsement/certification for the supplement.
  2. Employee submits a separate e-mail for each endorsement in which they would like to be considered. As of November 1, 2016 employees may apply for and receive only one supplement per school year.
  3. Employee has completed four continuous years of service with the St. Johns County School District in an instructional position. The employee is not required to be teaching in the field during the year they make application for the supplement.
  4. Payments will be made each school year in December and, if funds are still available, another distribution will be made in May.

Payments shall be made in order of receipt, not to exceed \$80,000 annually. Excess applications shall be paid the following school year, provided that the applicant is still actively employed in an instructional position.

- 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. Florida Statutes requires differentiated pay for specific classification of employees. A committee has been formed to develop a plan for implementation. The district agrees to budget \$1,000,000 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.
- N. **Exceptional Supplements**

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.

Department Chair/Academy Director/Team Leader (ES/MS/HS)/Guidance Chairman (MS/HS): All department/grade level/academy chairs (K-12) will receive \$165 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 (for a maximum of \$1,980). Only professional employees are counted in determining the supplement.

The professional employee who teaches a 7<sup>th</sup> period within their 7.5 hours workday in middle and 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.

O. Supplement Tables

**Supplemental Pay – High School**

<u>POSITION</u>	<u>STAFF</u>	<u>TIME</u>	<u>PRES/RES</u>	<u>TOTAL</u>	<u>\$Amount</u>
Head Cheerleading (add 2 points if Competitive Cheer)	2	6	4	12	3000
Asst. Cheerleading (add 1 point if Competitive Cheer)	0	6	2	8	2000
Dance Team (add 2 points if Competitive Dance)	0	6	4	10	2500
Winter Guard	0	5	4	9	2250
Field Guard	0	3	3	6	1500
Choral	0	6	3	9	2250
Drama	1	6	3	10	2500
1200 Activities PT Dir I (0-1000)	0	2	2	4	1000
1200 Activities FT Dir II (1001-1500)	0	2	3	5	1250
1200 Activities FT Dir II (1501-Up)	0	3	3	6	1500
<b><u>Fall Football (80% of total)</u></b>					
Head Football	5	10	8	23	4600
Asst. Football I (Offensive/Defensive Coordinator)	1	8	5	14	2800
Asst. Football II	0	8	4	12	2400
Asst. Football III (Total fall assistant football not to exceed \$18,650)	0	7	3	10	2000
<b><u>Spring Football (20 % of total)</u></b>					
Head Football	5	10	8	23	1150
Asst. Football I (Offensive/Defensive Coordinator)	1	8	5	14	700
Asst. Football II	0	8	4	12	600
Asst. Football III (Total spring assistant football not to exceed \$4,662)	0	7	3	10	500
Head Basketball	3	7	6	16	4000

Asst. Basketball	0	7	3	10	2500
Head Baseball	3	7	6	16	4000
Asst. Baseball	0	7	3	10	2500
Head Track	2	7	5	14	3500
Asst. Track	0	7	3	10	2500
Head Wrestling*	1	7	6	14	3500
Asst. Wrestling**	0	7	3	10	2500
Head Volleyball	3	6	5	14	3500
Asst. Volleyball	0	6	2	8	2000
Head Beach Volleyball	3	6	5	14	3500
Asst. Beach Volleyball	0	6	2	8	2000
Head Soccer	2	8	4	14	3500
Asst. Soccer	0	6	2	8	2000
Head Lacrosse	2	6	6	14	3500
Asst. Lacrosse	0	6	2	8	2000
Head Softball	3	7	6	16	4000
Asst. Softball	0	7	3	10	2500
Head Cross Country*	0	6	4	10	2500
Asst. Cross Country**	0	6	2	8	2000
Head Golf*	0	6	4	10	2500
Asst. Golf*	0	6	2	8	2000
Head Bowling*	0	6	4	10	2500
Asst. Bowling**	0	6	2	8	2000
Head Swimming*	0	7	4	11	2750
Asst. Swimming**	0	7	2	9	2250
Head Flag Football	1	7	3	11	2750
Asst. Flag Football	0	7	2	9	2250
Head Tennis*	0	7	4	11	2750

Asst. Tennis**	0	6	2	8	2000
Head Weightlifting	1	5	3	9	2500
Asst. Weightlifting	0	6	2	8	2000

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

\*\* For these sports, an assistant may be added if the head coach is coaching both boys and girls teams.

Mu Alpha Theta	0	1	0	1	250
Sign Language Club	0	1	0	1	250
Art Club	0	1	0	1	250
BETA Club	0	1	0	1	250
Debate Club	0	1	0	1	250
Architecture, Construction and Engineering (ACE)	0	2	3	5	1250
FL Business Leaders Assoc./DECA	0	2	3	5	1250
FL HOSA (Future Health Professionals)	0	2	3	5	1250
FL Future Educators of America	0	2	3	5	1250
Florida Public Service Association	0	2	3	5	1250
FL Technology Student Association	0	2	3	5	1250
Student TV Network Affiliate	0	2	3	5	1250
FL Skills USA	0	2	3	5	1250
Astronaut Challenge	0	1	0	1	250
Fashion Club	0	1	0	1	250
French Club	0	1	0	1	250
Spanish Club	0	1	0	1	250
History Club	0	1	0	1	250
Future Teachers	0	1	0	1	250
Pep Club	0	1	0	1	250
National Thespian Society	0	1	0	1	250
Tri M	0	1	0	1	250

Conservation Club	0	1	0	1	250
Atman/Black Awareness	0	1	0	1	250
Photography Club	0	1	0	1	250
SADD	0	1	0	1	250
HS Yearbook	0	4	4	8	2000
Newspaper	0	2	4	6	1500
Band	2	10	8	20	5000
HS Link Crew	0	3	3	6	1500
PAC Coordinator	0	2	1	3	750
Media Club	0	1	0	1	250
Senior Men	0	1	0	1	250
Senior Women	0	1	0	1	250
Future Problem Solving	0	1	0	1	250
HS AVID Site Coordinator	0	3	3	6	1500
Guitar Ensemble	0	5	3	8	2000
AV Coordinator/Lighting/Sound	0	3	1	4	1000
Web Master High	0	3	0	3	750
HS Student Government	0	2	2	4	1000
<b>Class Sponsors</b>					
Freshman (Per Person)	0	1	1	2	500
Sophomore (Per Person)	0	2	1	3	750
Junior (Per Person)	0	3	2	5	1250
Senior (Per Person)	0	3	3	6	1500
High Q	0	3	2	5	1250
NHS	0	2	1	3	750
HS Deans	0	5	5	10	2500
HS Flexible Supplements (3)**	0	5	5	10	2500

\*\*This supplement may be recommended by the Principal and must be approved by the Association and the Board.

**Supplemental Pay – Middle School**

<u>POSITION</u>	<u>STAFF</u>	<u>TIME</u>	<u>PRES/RES</u>	<u>TOTAL</u>	<u>\$Amount</u>
MS Band	0	4	3	7	1750
MS Yearbook	0	2	1	3	750
MS Intramural Coaches	0	2	1	3	750
MS Chorus	0	3	2	5	1250
MS Winterguard	0	3	2	5	1250
MS Cheerleader	0	3	2	5	1250
MS Gifted Coordinator	0	2	1	3	750
MS Drama Club	0	1	0	1	250
MS Art Club	0	1	0	1	250
MS AVID Site Coordinator	0	3	3	6	1500
MS Dance Team	0	2	1	3	750
MS NJHS	0	2	0	2	500
MS Science Fair Coordinator	0	2	1	3	750
MS WEB (CharacterCounts!)	0	3	3	6	1500
MS Interscholastic Coach	0	2	2	4	1000
MS Interscholastic Coordinator	0	2	2	4	1000
Web Master Middle	0	3	0	3	750
MS Deans	0	5	5	10	2500
MS Flexible Supplements					250

\*\* One point for each 100 students – minimum six (6) per school

**Supplemental Pay – Elementary School**

<u>POSITION</u>	<u>STAFF</u>	<u>TIME</u>	<u>PRES/RES</u>	<u>TOTAL</u>	<u>\$Amount</u>
ES Yearbook	0	1	1	2	500
Web Master Elementary	0	3	0	3	750
Elementary Floating Supplement					250

\*\* One point for each 100 students – minimum six (6) per school

**Supplemental Pay – All Levels**

<u>POSITION</u>	<u>STAFF</u>	<u>TIME</u>	<u>PRES/RES</u>	<u>TOTAL</u>	<u>\$Amount</u>
SAC Chair	0	2	1	3	750
National Board	0	0	0	0	100
District Level Academic Team Sponsor	0	2	1	3	750
Performance Matters Trainer*	0	2	0	0	500
Schoology Trainer*	0	1	0	0	250
TAC Trainer*	0	1	0	0	250
STEM Club	0	4	1	5	1250

\*An additional trainer will be added for schools with greater than 1,000 students. Schools with 1001-2000 students will receive an additional point added to their time value. Schools with 2,001 students or more will receive a total of 2 points over the base time value added to their category. Trainer training that occurs in the summer, or the other time outside of contract hours, will be paid at the employee's hourly rate.



**ARTICLE XVIII**  
**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, 2024.
- 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 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.

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 XIX

### *Employee Voluntary Sick Leave Bank and Voluntary Sick Leave Pool*

#### A. 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.

1. 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.
2. 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.
3. 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 E4) or has been paid all sick leave through participation in the DROP program.

#### B. Establishment and Duration

1. 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.
2. In the event the Sick Leave Bank is discontinued, distribution of remaining sick leave days will be in accordance with section (J) below.

#### C. 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.

#### D. Administration and Governance

1. 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.
2. 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.
3. The Department for Human Resources will make available an annual report of usage of the Bank to the School Board and to participating members.

#### E. 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:

1. All accumulated sick, annual and compensatory leave of the employee must first be expended. Effective January 20, 2022, no unpaid leave is required prior to eligibility.
2. 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:
  - a. The nature of the illness or accident.
  - b. The probable date the member would be able to return to work.
  - c. Application must also provide for both committees permission to investigate medical records and other information needed for review or appeal.
3. A participating member shall not be eligible to use sick leave from the Bank if the employee is receiving short term or long term disability benefits or is on leave for injury or illness in the line of duty, worker's compensation, eligible for medical retirement, or on other approved leaves except sick leave.
4. 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 paragraph A above.

F. 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 (except as described in F(1) below) from the Bank, provided there remains sufficient leave days in the Bank.

1. 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.
2. 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 paragraph G below.

G. 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.

H. 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.

I. 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 reenroll 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.

J. Discontinuance of Sick Leave Bank

If it becomes necessary to terminate the Sick Leave Bank per paragraph B above, unused sick leave in the Bank will be distributed in the following manner:

1. 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 their 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.
2. 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 their personal accumulated sick leave account. Unused days will be credited in hours.
3. Any balance left will be disposed of at the sole discretion of the Board.
4. In no instance will the days credited back to members be greater than the number remaining in the bank.

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.

K. 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.
- Effective January 20, 2022, no leave without pay is required.
- 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.
- The donated hours may only be used by the original recipient.
- The Pool will be managed by the HR Department.
- 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 XX**  
**Professional Employee Assessment**

The parties recognize that the evaluation of the performance of all employees is the responsibility of the administration and that the evaluation process is designed to improve a employee's instructional practice and student achievement.

A. In compliance with the mandate of Florida Statute regarding evaluation of instructional personnel performance, evaluations shall be based on a combination of the overall instructional practice score and student performance score to create a Final Summative Score on the Instructional Performance Appraisal. Each employee will receive an overall rating of Highly Effective, Effective, Needs Improvement, or Unsatisfactory based upon the Final Summative Score.

Forms and procedures for evaluation shall be as set forth and posted on the District Website. The St. Johns County School Board approved evaluation system shall be used for all observations.

1. All professional employees shall be observed by their principal/supervisor and/or designee. After a professional employee has received and discussed feedback from an observation with their current evaluator, that employee may request one (1) additional observation by a different evaluator from their school/department per year.
2. All teachers will be given a two-week window in advance of when observations will take place. The teacher may request a pre-observation and/or a post-observation conference with their evaluator. There shall be no observations conducted the day before Winter Break, Spring Break, or Thanksgiving Break unless requested by the teacher.
3. Evaluators shall enter the observation, feedback, into the observation tool within 10 working days following any observation. The employee, in turn, will respond to the observation within 5 or fewer working days with the observation finalized within the next 5 working days.
4. When assigning a score below Applying,
  1. The professional employee shall be provided documented assistance including, but not limited to, visitation with other teachers, weekly reviews of lessons with consultation, outside reviews by someone of the employee's selection, attendance at appropriate staff development, review and consultation by school administration of progress in performance. Monitoring will be ongoing.
5. Non-participation in voluntary activities that take place outside the 7.5 hour work day cannot be used as part of the evaluation process.
6. Employees will receive the instructional practice score of their annual evaluation at least six (6) weeks prior to the last day of school for teachers.
7. The Final Summative Score on the Instructional Performance Appraisal will be submitted to the school/site administrator within ten (10) business days after the St. Johns County School District has calculated and validated all student data scores necessary to complete the student performance achievement score.

8. Following any written evaluation of an employee, the employee will receive a copy of the evaluation, signed by the principal or supervisor, no later than ten (10) days after the evaluation conference takes place as per Florida Statutes.
9. Employees shall be given written notice, assistance, and time to improve for any area of concern prior to receiving a rating other than *Effective* or *Highly Effective* on the Final Summative Score of the Instructional Performance Appraisal as per Florida Statutes.
10. All professional employees shall have electronic access to the board-approved evaluation criteria within the first 15 working days. Training will be conducted, as requested, for all instructional personnel new to the evaluation process prior to their first observation on the board-approved evaluation system.
11. When the employee signs either portion of the Instructional Performance Appraisal, it is understood that the signature of the employee indicates they have been given a copy of the written evaluation. Employees shall have the right to initiate a written response to either section of the Instructional Performance Appraisal. The response shall become a permanent attachment to the assessment in their Personnel File.
12. Nothing in this section shall be construed to grant a probationary employee a right to continued employment beyond the term of their contract.
13. The personnel/evaluation file of each employee shall be subject to Florida Law.
14. If an administrator determines that a Professional Service or Continuing Contract employee is in jeopardy of being terminated for unsatisfactory performance, such employee shall be notified at the time of signing the instructional practice score portion of the Instructional Performance Appraisal as per Florida Statutes.

The EEE Committee shall consist of six (6) members from SJEA and six (6) members of Management. This committee shall meet at least two times per year as determined by the language in Appendix A, to provide district updates and receive feedback on the evaluation system. Nothing contained herein shall be considered to deny or restrict the Board of its rights to manage and direct the work force. Recommendations for change to the evaluation system due to district, state and federal mandates will be referred to the EEE Committee as stated in Appendix A, Working Committees #2.
15. Unless otherwise restricted by law, the employer shall apply weighting factors when calculating student performance achievement. These factors include, but are not limited to, attendance and prior achievement. When considering attendance, all absences, unexcused and excused, including those for field trips, shall be included.

**ARTICLE XXI**  
**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 Florida Statutes, 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 instructions 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 their refusal to agree; and they are expected to support and work towards the accomplishment of the initiative.
  - 3. If by reason of their participation in a school improvement initiative, an employee is required to work beyond the regular workday, they 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 XXII**  
***First Coast Technical College***

- A. 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 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.
- C. 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. A joint committee will be composed of two (2) members of the SJEA and two (2) members of the SJESPA and two (2) members of the FCTC Administration. This group will collaborate and make recommendations regarding items outside of this contract unique to FCTC. This group will meet twice a year.
- D. 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 or MOU, 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.
- E. Professional Employee Working Conditions:
1. Planning periods are provided for the purpose of instructional planning.
  2. Those programs that currently require 6½ hours or more per day of student instruction and /or supervision shall be given 150 minutes of planning time during the employee workweek
- F. Professional Employee Compensation:
- Professional employees of the First Coast Technical College who are required to work beyond their 196 days contract 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.

**ARTICLE XXIII**  
***St. Johns Virtual School***

The purpose of this article is to recognize the needs of the St. Johns Virtual program. The virtual school program will be subject to all the information disclosed in the other articles of the collective bargaining agreement and will include the following:

**Virtual Full Time**

1. Based on student need and teacher discretion, full time SJVS teachers will host a minimum of 3 office hours per week using a district approved platform. Teachers are strongly encouraged to use a platform that allows multiple students to participate simultaneously in office hours. Training will be provided.
2. Full time SJVS teachers will be expected to report to the SJVS office a maximum of 30 days per year to attend necessary meetings such as; open houses, orientations, faculty meetings, lab visits, and to address any other program needs that require the teacher's physical presence. Virtual meetings will be held periodically to reduce teacher travel. The school administration will keep track of the number of days a teacher is on campus within the contracted school year.
3. Full time SJVS teachers will receive supplements for sponsoring existing clubs and organizations that extend beyond the workday. Approved sponsors of these types of activities will meet both virtually and face to face.
4. When determining class size for full time virtual teachers, the teacher work load, the number of preps and the number of touch points associated with the course will be taken into consideration. Either the teacher or leadership can request a review of these factors. The maximum active student loads per year for core and elective courses are:

Yearly maximum active student loads (by semester course enrollment):

Secondary core courses only - 400

Secondary core and elective mix - 450

Secondary electives only - 500

Elementary – 35 students (350 semester courses)

5. A SJVS teacher on an approved leave of absence will have their students reassigned by the school administration. Reassignments of these students to current full time SJVS teachers is at the discretion of the school administration. This does not prevent the administration from assigning students to part time as needed instructors. Teachers who exceed the maximum active student load will receive compensation as outlined in #6.
6. A current full-time teacher who is assigned additional students (temporary teacher of record) above the maximum active student loads identified in #4, will be compensated as follows:
  - a. Administration will identify by date students of record that are assigned to the "temporary teacher of record" for compensation purposes after the maximum active student load is reached.

- b. Compensation will be calculated based on the pay rate of the course multiplied by the percentage completed by the student from the date assigned to the full-time teacher of record or the date of 100% completion of the course whichever comes first.

This language shall be applied to summer courses when full-time virtual teachers are assigned to complete SJVS students when they continue beyond the SJCS D school year.

7. All Full-Time Virtual Instructors over amount identified in #4:
  - a. On the last day of each academic school year, administration will pull data to reflect all completions.
  - b. The teacher will be paid for each semester course completion over the yearly maximum active student loads identified in #4 at the following rate of pay:
    - i. Semester Core Course Completion: \$100
    - ii. Semester Elective Course Completion: \$80
8. Full Time teachers will let the SJVS Principal or Assistant Principal know of their intent to participate in the summer program by February 1<sup>st</sup> of the current school year to allow for proper planning and student placement.
9. Summer Credit Recovery will use the district approved platform (Apex) to allow students within SJCS D to recover credits. Teachers will be paid \$80.00 per completion. Payment for Summer Credit Recovery will be paid in the second paycheck in August, or earlier.

### **Virtual Part Time**

1. Part Time positions will meet all Full Time responsibilities in accordance to their percentage of obligation. Leadership will adjust student load and salary according to percentage. [Example: 40% equals 40% of core and elective student load.]

### **Virtual Second Job**

1. Based on student need and teacher discretion, SJVS Virtual Second Job teachers will host a minimum of 1 office hour per week using district approved platform. Teachers are strongly encouraged to use a platform that allows multiple students to participate simultaneously in office hours. Training will be provided.
2. Virtual Second Job teachers will be paid by course completion. Beginning July 1, 2022, the core course pay rate is \$125 per semester completion, and the elective course pay rate is \$110 per semester completion.
3. Hospital Homebound Virtual Second Job teachers will be paid for course completion at the rates identified in #2 if the assigned student remains in the course for a minimum of four weeks whether the student completes the course virtually or returns to their brick and mortar school for course completion.
4. When determining class size for Virtual Second Job teachers, the teacher work load, the number of preps and the number of touch points associated with the course will be taken into consideration. Either the teacher or leadership can request a review of these factors.

5. Virtual Second Job teachers will let the SJVS Principal or Assistant Principal know of their intent to participate in the summer program by February 1<sup>st</sup> of the current school year to allow for proper planning and student placement.
6. Virtual Second Job positions will be posted on the district website.
7. Virtual Second Job teachers will be paid in the second paycheck of the month for those students who complete a course within the prior calendar month.

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MEMORANDUMS  
OF  
UNDERSTANDING

- St. Johns Technical High School - School Year 2022-2023
- Gaines and Evelyn Hamblen Center Incentive - School Year 2022-2023
- Teachers Providing Class Coverage - School Year 2022-2023
- Hurricane Make-up days due to Hurricane Ian and Nicole – School Year 2022-2023
- Differentiated Pay - School Year 2022-2023

**MEMORANDUM OF UNDERSTANDING**

The School Board of St. Johns County and

The St. Johns Education Association

2022-2023

The School Board of St. Johns County and the St. Johns Education Association hereby agree to this Memorandum of Understanding to continue to address changes in the labor contract and the effect of these changes on the employees of St. Johns Technical High School (SJTHS).

1. The parties have developed a negotiated, mutually agreed upon implementation plan in the areas identified by the parties as part of the plan. The signature of the SJEA Chief Negotiator on the MOU does not constitute an agreement to (a) reopen or otherwise modify the CBA, unless and until a subsequent negotiated time specific waiver or other agreement has been mutually agreed upon by the St. Johns Education Association and the School Board of St. Johns County or (b) limit or waive its rights and protections under the Florida Constitution, the Florida Public Employees' Relations Act and other applicable laws.
2. In the event that negotiations result in modification to the existing CBA, the St. Johns Education Association and the School Board of St. Johns County agree that such modifications are only for the instructional staff at St. Johns Technical High School who are covered by the current SJEA Negotiated Agreement.
3. For the 2022-2023 school year, SJTHS is offering the maximum of a \$2,500 incentive to teachers/curriculum coaches to be paid in two (2) installments (fall and spring). This incentive will be prorated based on the number of days employed at St. Johns Technical High School in an instructional position.


This Memorandum of Understanding shall expire on June 30, 2023.

  
Justin Vogel, Chief Negotiator SJEA

~~9-14-2022~~ 12/8/22  
Date



  
Cathy Weber, Chief Negotiator, SJCS D

~~9-14-22~~ 12/8/22  
Date 

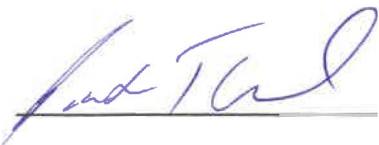
**MEMORANDUM OF UNDERSTANDING**

The School Board of St. Johns County and  
The St. Johns Education Association  
2022-2023

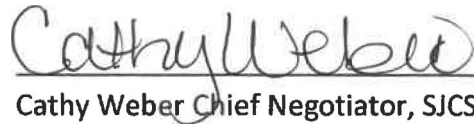
The School Board of St. Johns County and the St. Johns Education Association hereby agree to this Memorandum of Understanding to continue to address the specialized needs at our schools to serve the students of the St. Johns County School District and the effect of these needs on the employees of Gaines Alternative School and the The Evelyn Hamblen Center,

1. For the 2022-2023 school year, a maximum \$3,500 incentive will be paid to instructional personnel/curriculum coaches assigned to the Gaines Alternative School or The Evelyn Hamblen Center to be paid in two (2) installments (fall and spring). This incentive will be prorated based on the number of days employed at Gaines Alternative School or The Evelyn Hamblen Center in an instructional position. Any instructional employee in a part-time regular position will have their incentive adjusted based upon the percentage of their position. (Ie. An employee in a 40% position will receive 40% of the incentive).

This Memorandum of Understanding begins as of August 1, 2022 and shall expire on June 30, 2023.



Justin Vogel, Chief Negotiator, SJEA



Cathy Weber Chief Negotiator, SJCS

Date

12/8/22



Date

12-8-22 CWB

**Memorandum of Understanding  
Between the  
St. Johns County School District  
And  
St. Johns Education Association  
2022-2023  
"Teachers Providing Emergency Class Coverage"**

This memorandum is written to serve as an agreement between the St. Johns County School District and St. Johns Education Association. Due to the difficulty in securing substitutes and the number of unfilled positions on any given day, the intent of this memorandum is to compensate instructional personnel when providing the necessary class coverage and instruction, so students can continue to learn in the absence of the teacher. This memorandum will become effective from August 10, 2022, and expire May 26, 2023.

1. In all cases, every effort shall be made to secure a substitute in the event of a classroom teacher's absence. Any unfilled substitute assignments shall be rotated equitably among all professional employees; volunteers will be sought first.
2. Classroom teachers and media specialists into whose class additional students are placed by the principal/designee due to another teacher's absence, shall receive their hourly rate of pay as follows:
  - a. Up to one half-day: 1 hour at the teacher's hourly rate of pay
  - b. Over one half-day: 2 hours at the teacher's hourly rate of pay
3. Middle and high school level classroom teachers who are assigned to substitute during their designated planning period shall be paid one hour at the teacher's hourly rate of pay. Those assigned a block-schedule period shall be paid two hours at the teacher's hourly rate of pay.
4. Associate Teachers who take on the responsibility of lead teacher due to the absence of the lead teacher in their assigned classroom, ~~or ESE Support Facilitators who cover a class in the role of lead teacher or substitute,~~ shall receive their hourly rate of pay as follows:
  - a. Up to one half-day: 1 hour at the Associate Teacher's rate of pay
  - b. Over one half-day: 2 hours at the Associate Teacher's rate of pay
5. Instructional personnel who have covered classrooms and met Steps 2, 3 or 4 since August 10, 2022, shall work with their school administrators regarding submission of hours of coverage. School administrators will submit the district approved documentation on behalf of the employee to both the human resources department and payroll departments for payment processing.
6. ~~Only when no classroom teachers are available for coverage~~ School administration will make every effort to rotate equitably the use of should deans, ILCs, Testing Coordinators, School Counselors, and other non-classroom personnel be asked to cover classes. ~~These personnel shall not be used for long term coverage (more than two consecutive days).~~ Except in emergencies, VE teachers should not be pulled from support facilitation duties. If pulled during their designated planning period, #2 or #3 above still apply.

<p><i>Cathy Weber</i> Cathy Weber Chief Negotiator, SJCS D</p>	<p>9-7-22 Date 12-8-22 CMLW</p>	<p><i>Justin Vogel</i> Justin Vogel Chief Negotiator, SJEA</p>	<p>9/7/2022 Date 12/8/22 <i>JW</i></p>
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**MEMORANDUM OF UNDERSTANDING**  
Between the  
St. Johns County School District  
And  
St. Johns Education Association

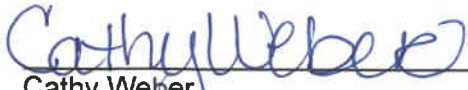
**MAKE UP DAYS FOR WEDNESDAY, SEPTEMBER 28<sup>TH</sup>,  
THURSDAY, SEPTEMBER 29<sup>TH</sup>, AND FRIDAY, SEPTEMBER 30<sup>TH</sup>, 2022  
DUE TO HURRICANE IAN  
AND  
THURSDAY, NOVEMBER 10, 2022  
DUE TO HURRICANE NICOLE**

On September 28, 29 and 30, 2022 and November 10, 2022, the school district closed due to Hurricane Ian and Hurricane Nicole. These days were regularly scheduled student contact days. The district reopened to students and staff on Monday, October 3, 2022 and Monday, November 14, 2022. After detailed review of instructional minutes by the school district, it has been determined that students will need to make up one school day. This day will be February 6, 2023 which is currently listed as an inservice day/student holiday on the master calendar. All employees that were scheduled to work were paid for the four days that the district was closed, this time will need to be made up through the steps below.

Both parties agree that instructional personnel may make up their time by one of the following or a combination of them:

1. Instructional personnel who work on the following regularly scheduled workdays shall be considered to have met the required makeup hours as defined below up to a total of the four owed days.
  - a. Instructional personnel who work their entire regularly scheduled workday on Friday, February 17, 2023 may waive one day of make-up time.
  - b. Instructional personnel who work their entire regularly scheduled workday on Tuesday, February 21, 2023 may waive one day of make-up time.
  - c. Instructional personnel who work their entire regularly scheduled workday on Thursday, March 9, 2023 may waive one day of make-up time.
  - d. Instructional personnel who work their entire regularly scheduled workday on Tuesday, April 6, 2023 may waive one day of make-up time.
2. Instructional personnel may work additional time to make up the four lost days. (Procedures are included on the attached document from payroll). Time may be made up off site (ie. grading papers at home, creating lesson plans, etc). Makeup time must be completed by ~~April 30~~, May 15, 2023. Employees can record makeup time retroactively to September 28, 2022, for Ian and November 10, 2022 for Nicole.
3. Instructional personnel that would like to use appropriate leave time (emergency, sick, or personal) to replace any of the make-up time may do so. Leave time should be reported on the form provided by the payroll department and not entered into SunGard by the employee.
4. This MOU does not apply to instructional personnel in percentage positions that were not scheduled to work on September 28<sup>th</sup>, 29<sup>th</sup>, 30<sup>th</sup> or November 10<sup>th</sup>.

Due to the nature of the courses offered through the First Coast Technical College, make-up of student contact hours will require the extension of hours for each program due to classes missed. Each program will create a plan to make-up these hours. All full-time teachers are paid on the 196-day calendar and thus, this will not impact the number of days worked in the school year.



Cathy Weber  
Chief Negotiator, SJCSD

12-8-22

Date



Justin Vogel  
Chief Negotiator, SJEA

12/8/22

Date

DRAFT

**MEMORANDUM OF UNDERSTANDING**

St. Johns County School District  
St. Johns Education Association  
Differentiated Pay  
2022-2023 School Year

It is agreed that the following negotiated rates are to be in place for the 2022-23 school year. Teachers identified for Differentiated Pay may receive ONLY one award per year. This award is a one time "Bonus" and will not be added to the employee's base salary.

**Hard to Fill Teaching Position:**

Identified: Speech/Language Pathologists, Reading, ASL, Chemistry/Physics, and Mathematics (Algebra II and higher level Math teachers).

Awarding: \* Speech/Language Pathologists, Reading, ASL, Chemistry/Physics, and Mathematics (Algebra II and higher level Math teachers teaching 50% or more in these positions will receive \$425.00  
\* Speech/Language Pathologists, Reading, ASL, Chemistry/Physics, and Mathematics (Algebra II and higher level Math teachers teaching 1-2 class periods these positions will receive \$200.00

**Difficult Teaching Position:**

Identified: Teachers of self-contained ESE classrooms (EBD, Access Points, PreK)

Awarding: \*Teachers of self-contained ESE classrooms will receive \$975.00

**High Priority Teaching Position:**


Identified: No areas identified for the 2022-2023 school year.

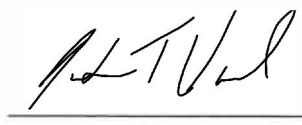
**Teachers at Title I Schools:**

Identified: Teachers at Title I Schools.

Awarding: Teachers at Title I Schools identified as teaching more than 50% will receive \$975.00  
Teachers at Evelyn Hamblen School will receive \$487.50  
This includes Title I schools who lost their Title I designation.

The undersigned Differentiated Pay Committee representatives do hereby agree to the pay plan as outlined in this Memorandum of Understanding for the 2022-2023 school year.

  
Cathy Weber  
Chief Negotiator, SJCS

  
Justin Vogel  
Chief Negotiator, SJE

## Appendix A Working Committees

Committees established in this Appendix are formed for the purpose of communication, collective inquiry and collaboration between SJEA and SJCS D on specified topics as defined below. Each committee shall, with input from members representing both SJEA and SJCS D, establish a process for setting meeting norms, determining roles (facilitator, recorder, timekeeper, etc.), establishing meeting agendas, setting meeting dates and establishing means for committee consensus.

Should any of the committees below choose to make recommendations to the negotiated agreement, those recommendations must be made to the joint bargaining teams no later than June 30 of the current contract year.

1. Differentiated Pay ---This group will meet to establish the district's Differentiated Pay per Florida statutes. The committee shall meet annually or more often to implement the differentiated pay requirements. The decisions of the Differentiated Pay Committee, regarding payment, shall be brought to the joint bargaining teams prior to June 30 of the current contract year.
2. (EEE Empowering Excellence in Educators) --- (Article XX, Professional Employee Assessment) The EEE Committee shall consist of six (6) members from SJEA and six (6) members of Management. This committee shall meet at least two times per year as outlined above, with *one* additional meeting as determined by either party, to provide district updates and receive feedback on the evaluation system. Nothing contained herein shall be considered to deny or restrict the Board of its rights to manage and direct the work force. Recommendations for change to the evaluation system due to district; state and federal mandates will be referred to the EEE Committee.
3. Supplement Committee (Article XVII, Extra Pay for Extra Duty) The Supplement Committee shall consist of up to six (6) members selected by the Association and up to six (6) members of management selected by the Superintendent or designee. 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 that they consider should be receiving supplements to determine the appropriateness of the three factors of the formula that determine the total points each supplement is worth. The recommendation will be forwarded to the negotiating teams. This committee will meet a minimum of once each year. This committee will make recommendations to the joint bargaining teams by June 30 of the current contract year.
4. Calendar Committee (Article XV, Professional Employee Term of Employment) The Association President, or designee, shall serve on the Board's "Master" Calendar Committee each school year. The association shall select up to three (3) additional teachers to serve on the calendar committee.
5. Sick Leave Bank Committee (Article XIX, Employee Voluntary Sick Leave Bank) 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.
6. Insurance Committee (Article XIV, Insurance) The Insurance Committee shall consist of equal representation from SJEA, SJESPA and Management. The Insurance Plan Administrator, or Superintendent Designee, shall chair this committee. 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. All decisions from the committee will be made by majority vote. The committee shall meet with the bargaining teams no less than two (2) times a year to report any additions, deletions, and/or any plan modifications. The committee shall continue to investigate differentiated plans for single and family.

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 the Bargaining Teams will meet to bargain the impact of the premium increase.

7. Associate Teacher Committee (Article IX, Professional Employee Qualifications and Assignments) The Board and the Association agree to form a committee of eight (8) members, four (4) from the District and four (4) from the Association. The committee shall meet once per semester to discuss concerns and review/monitor the data. The committee shall report back to the bargaining teams at least two (2) times a year.

**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. \_\_\_\_\_

TA  
12-8-22  
CWD TA 12/8/22

**APPENDIX D**  
**Supporting Rates for Insurance Article**  
**Beginning with the January 13, 2023 paycheck.**

**STANDARD AND BUY UP MEDICAL PLAN**

	Employee Premium Hosp 1	Employee Premium Hosp 2	Employee Indemnity Plan	Board Premium Medical	Employee Premium Dental 1	Employee Premium Dental 2	Board Premium Dental	Employee Premium Vision	Board Premium Vision
Employee	\$64.13	\$78.42	\$0.00	\$320.05	\$0.00	\$5.75	\$22.25	\$0.00	\$6.00
Family W 2 Children	\$138.74 (\$69.37) per employee	\$206.39 (\$103.20) per employee	N/A	\$775.76	\$4.29 (\$2.15/\$2.14) per employee	\$21.23 (\$10.62/\$10.61) per employee	\$40.44	\$3.61 (\$1.81/\$1.80) per employee	\$11.84 (\$5.92) per employee
Family W 2 Single	\$128.26 (\$64.13) per employee	\$156.84 (\$78.42) per employee	N/A	\$775.76	\$0.00	\$11.50 (\$5.75) per employee	\$40.44	\$0.00	\$12.00 (\$6.00) per employee
Family	\$271.21	\$339.42	N/A	\$642.73	\$20.07	\$38.87	\$22.25	\$7.55	\$7.90

\*\*\* Premiums above are based upon 19 paychecks annually. Employees hired after the start of the school year may require a pro-rated premium. Premiums are subject to change through board approval.

**LONG TERM DISABILITY AT 50% BENEFIT**

	Employee Premium LTD	Board Premium LTD
Employee	\$0.00	\$.085 per \$100 of salary
Family W 2	N/A	N/A
Family	N/A	N/A

TA  
CWD  
12-8-22  
TA 12/8/22  
TA

**ST. JOHNS COUNTY SCHOOL DISTRICT**  
**SELECTION OF SALARY STATUS PER STATUTE 1012.22**  
**2022-2023 School Year**

**\*\*If you were hired on or after July 1, 2014 you do not need to complete this form.**

NAME: \_\_\_\_\_ EMPLOYEE ID: \_\_\_\_\_  
DATE: \_\_\_\_\_ POSITION: \_\_\_\_\_  
LOCATION: \_\_\_\_\_

Place an "X" in the box next to your choice and sign your name below your selection. The Form must be completed and returned by Friday, November 4, 2022.

**GRANDFATHERED STATUS**

(All instructional employees hired prior to July 1, 2014 who have not moved to Pay for Performance Status )

Yes, I would like to remain on Grandfathered Status for the 2022-2023 school year.  
I understand that once this form has been submitted to the Human Resources Department that my selection is final and I may not make any changes until offered again next year.

\_\_\_\_\_  
Instructional Employee's Signature

\_\_\_\_\_  
Date

**PAY FOR PERFORMANCE STATUS**

Yes, I would like to be moved from the Grandfathered Status to the Pay for Performance Status.  
I understand that I will be forfeiting my Professional Services Contract/Continuing Contract and I will be placed on an Annual Contract. (If employee is currently on an Annual Contract, this will not change). I realize that this decision is irrevocable.

\_\_\_\_\_  
Instructional Employee's Signature

\_\_\_\_\_  
Date

- Return form with original signature to J. Wynn, Human Resources, SJCSO Office, 40 Orange Street.
- Keep a copy of the form for your records.



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

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

Michelle Dillon  
Association President  
1260 North Ponce de Leon Blvd.,  
Suite F  
St. Augustine, FL 32086  
(904) 226-0359

Tammy Whitaker  
Northeast Florida Service Unit  
1855 Wells Road Unit 5A  
Orange Park, FL 32073 1-800-940-6338

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

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

Cathy Weber, Chief Negotiator  
St. Johns County School District  
40 Orange Street  
St. Augustine, FL 32084  
(904) 547-7603

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