JEFFERSON COUNTY SCHOOL BOARD
AGENDA ITEM REQUEST FORM

Date Submitted: 2/19/15 Date to be on Agenda: 3/9/15

Item Name: Contract Agreement: JCSB & JCEA for 2014-2017

Item Description: Please see attached contract

Action Requested: Approve

Person Reporting this Item: Sherman Stroman, HR Specialist

Funding Source:

Support Materials: Yes X No ___

Please Return to: Sherman Stroman
Printed Name
2-19-15
Date

Approved By: ___ Superintendent
Date: 3/20/15

CONTRACT AGREEMENT

between

JEFFERSON COUNTY SCHOOL BOARD

and

JEFFERSON COUNTY EDUCATION ASSOCIATION

APPROVED

3/9/15

JEFFERSON COUNTY SCHOOL BOARD
<table>
<thead>
<tr>
<th>TABLE OF CONTENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PREAMBLE</td>
</tr>
<tr>
<td>Article I</td>
</tr>
<tr>
<td>Article II</td>
</tr>
<tr>
<td>Article III</td>
</tr>
<tr>
<td>Article IV</td>
</tr>
<tr>
<td>Article V</td>
</tr>
<tr>
<td>Article VI</td>
</tr>
<tr>
<td>Article VII</td>
</tr>
<tr>
<td>Article VIII</td>
</tr>
<tr>
<td>Article IX</td>
</tr>
<tr>
<td>Article X</td>
</tr>
<tr>
<td>Article XI</td>
</tr>
<tr>
<td>Article XII</td>
</tr>
<tr>
<td>Article XIII</td>
</tr>
<tr>
<td>Article XIV</td>
</tr>
<tr>
<td>Article XV</td>
</tr>
<tr>
<td>Article XVI</td>
</tr>
<tr>
<td>Article XVII</td>
</tr>
<tr>
<td>Article XVIII</td>
</tr>
<tr>
<td>Article XIX</td>
</tr>
<tr>
<td>Article XX</td>
</tr>
<tr>
<td>Article XXI</td>
</tr>
<tr>
<td>Article XXII</td>
</tr>
<tr>
<td>Article XXIII</td>
</tr>
</tbody>
</table>
Article XXIV  INSURANCE  14
Article XXV  PROFESSIONAL COMPENSATION  14
Article XXVI  EMPLOYEE WORK YEAR  17
Article XXVII  MISCELLANEOUS  17
Article XXVIII  CONTINUITY OF OPERATION  18
Article XXIX  TERMS OF AGREEMENT  18

APPENDIX A  INSTRUCTIONAL PERFORMANCE APPRAISAL
APPENDIX B  GRIEVANCE FORM
APPENDIX B-1  GRIEVANCE DISPOSITION FORM
APPENDIX B-2  GRIEVANCE APPEAL FORM
APPENDIX C  SALARY SCHEDULE
APPENDIX D  SUPPLEMENTAL PAY SCHEDULE
APPENDIX E  PAYROLL DEDUCTION REQUEST FORM
APPENDIX F  SCHOOL CALENDAR
APPENDIX G  COMPENSATORY TIME FORMS
PREAMBLE

This Agreement, entered into this ______ day of __________ 2013-2014, by and between the School Board of Jefferson County, Florida, hereinafter called the "Board", and the Jefferson County Education Association, hereinafter called the "JCEA" or "Association", constitutes the entire agreement between the parties.

ARTICLE I - RECOGNITION

A. The JCEA acknowledges the Board as the duly elected representative of the people and the Board hereby recognizes the JCEA as the sole and exclusive bargaining representative for all certified contractual personnel. Such representation shall include only: Classroom Teachers, Federal Project Teachers, Special Education Teachers, Guidance Personnel, Librarians-Media Teachers, Social Workers, Visiting Teachers, Special Area Teachers (e.g. Art, Music, Physical Education) and all other certificated contractual personnel not involved in the employment, dismissal and/or evaluation of the bargaining unit. Excluded from the bargaining unit are all administrative and/or supervisory personnel assigned duties involving either employment, dismissal and/or evaluation of the above bargaining unit personnel. Specifically excluded are: Superintendent, supervisors, directors, principals, assistant principals, coordinators, and consultants, who qualify under the above definitions. The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the JCEA in the bargaining unit.

B. Definition of "designated administrator" - This term shall apply to the person appointed by the administration in any area of responsibility and/or authority. Unless other notification is given to the JCEA, the principal or his/her designee is the "designated administrator" at each school. The Superintendent or his/her designee is the "designated administrator" at the district level.

C. All costs of representation election shall be paid by any challenging organization.

ARTICLE II - NEGOTIATION PROCEDURES

A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, 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.

B. The Board negotiator or his/her designee will meet informally with a JCEA representative, or his/her designee, to be appointed by the JCEA President, for the purpose of discussing problems that may arise from the administration of this contract. Meetings will be held at a time convenient for both parties. Should such a meeting result in a mutually acceptable amendment to this Agreement, then the amendment shall be subject to ratification by the Board and the Association, the same as this Agreement.

C. In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. 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 voting members of the JCEA Bargaining Unit who were present and voted, but the parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Throughout negotiations, all tentative agreements shall be signed by representatives designated by each party. There shall be four (4) signed copies of any final agreement. Two (2) copies shall be retained by the Board and two (2) by the Association.
ARTICLE III - ASSOCIATION RIGHTS

A. The JCEA and its representatives shall have the right to use designated meeting space at all reasonable hours for meetings, on the same basis as they are available to the general public, provided approval in advance has been made by the building principal.

B. The JCEA shall have the use of school equipment and its related space, subject to the provisions of Board policy which apply to all organizations. The JCEA agrees to pay for, repair or replace any school property that it should damage or destroy through its use.

C. The JCEA shall have the right to post notices of activities and matters of JCEA concern on a bulletin board to be provided in each school at JCEA expense. Installation and maintenance shall be at JCEA expense. The location will be determined by the principal and JCEA building representative. The JCEA shall have the right to use of teacher mail boxes, for communications to teachers.

D. Duly authorized representatives of the JCEA shall be permitted to transact official JCEA business on school property at reasonable times, provided that this shall not interfere with or disrupt normal school operations as determined by the principals involved. They shall be allowed to investigate teacher grievances, provided they have scheduled such a meeting with the principal and make their presence known to the proper official upon entering the building.

E. When it is necessary for the JCEA President or his/her designees to engage in JCEA activities directly relating to the JCEA duties as representative of the certified professional personnel which cannot be performed other than during normal school hours, or are the result of an emergency situation, the JCEA’s representative shall be given such time to be charged to personal business leave where available or the JCEA will pay for the substitute if no leave is available, as is necessary to perform any such activities, provided the principal can secure a qualified substitute.

F. The Board shall provide a copy of the agenda and unapproved Board minutes to the JCEA President at the same cost they are available to the general public.

ARTICLE IV - TEACHER RIGHTS

A. Public employees shall have the right to be represented by any organization of their own choosing to negotiate collectively through a certified bargaining agent with their public employer in the determination of grievances arising there under. Public employees shall have the right to refrain from exercising the right to be represented.

B. Teachers leaving campus for personal or sick leave purposes which do not require a substitute will be charged as used.

Example:
1:00 p.m. to 2:00 p.m. = 1 hour
1:00 p.m. to 2:05 p.m. = 1 hour - 5 min.

C. Teachers shall be entitled to full rights of Citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

D. The provisions of this Agreement shall be applied without regard to race, creed, color, religion, national origin, disability, age, sex, or marital status.
ARTICLE V - BOARD RIGHTS

A. Public employer's rights. It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, provided, however, that the exercise of such rights shall not preclude employees or their representatives from raising grievances should decisions on the above matters have the practical consequences of violating the terms and conditions of any collective bargaining agreement in force, or civil or career service regulation.

B. It is the right of the public employer to implement to the fullest extent the use of technology in the classroom as funding and grants will permit, including but not limited to classroom instruction, grade submission and lesson planning.

ARTICLE VI - TEACHING CONDITIONS

A. The Board agrees to continue its practice of providing a duty free lunch period as individual school schedules permit. During pre-planning a duty roster shall be developed by a committee comprised of faculty, staff and administrator which shall allow each teacher the maximum number of duty free lunch periods per week.

B. The teacher's work day shall be 7.5 consecutive hours. Teachers may be required by the principal to extend their work day to 8 consecutive hours. Teachers who are required to work the additional half hour on a daily basis throughout the school year, other than in Positions listed in Appendix D will be supplemented at the hourly rate of pay.

C. Telephone facilities will be available to employees in each school and facility. When an employee needs to make a telephone call relating to school business during which confidential information will be discussed, the building administrator will make efforts to ensure the privacy of the call.

D. Faculty meetings in each school shall be scheduled as deemed necessary by the principal. Such meetings normally shall not exceed one hour in length. All teachers will be in attendance unless specifically excused by the principal.

E. Classrooms shall be free of unnecessary interruptions. Only those interruptions for maintenance, communications, or other reasons as determined necessary by the principal shall be permitted in the classroom.

F. The Board agrees to continue its practice of providing custodial services.

G. Prior to the close of the school year, principals shall request from each pod, team or department head a list of the individual teacher needs for the coming school year. Conditions permitting, the initial allocation of basic teaching and office supplies as determined by the principal through consultation with the pod, team or department heads will be prepared for those pods, team or department heads on the first day of pre-planning. Basic teaching and office supplies shall be provided throughout the school year as budgets permit.

The Board agrees to continue its practice of providing planning time as individual school schedules permit.

The master schedule for each teacher shall include the equivalent of at least thirty (30) minutes per day planning or relief time at the elementary level and an equivalent of one period per day at the middle/high school for
instructional classroom preparation. If more than forty (40%) percent of a teacher's planning time is required by the District for other than regular teacher planning, then the teacher shall have the right to grieve the matter up to and including the Superintendent.

I. The Board agrees that all requisitions, field trips, leaves, or other activities needing the Superintendent's approval or approval of the Board will be placed on the succeeding agenda provided the request is received in the office of the Superintendent eight (8) days prior to the Board meeting. An emergency request which relates to curricular activities, honors recognition, or competition may be approved by the Superintendent after notifying a majority of the School Board members. The Superintendent may approve a change in the date of an approved trip if requested in writing by the principal.

J. The JCEA agrees to respect the teacher responsibilities for extra curricular activities normally associated with the teaching profession. These responsibilities include careful daily preparation, attendance at staff meetings, committee meetings, participation in activities of the school, open houses, performances of pupils in athletic activities, plays, and other activities that may be scheduled from time to time. Teachers will be scheduled on an equitable and rotating basis at their individual schools.

K. Compensatory Time--Compensatory time shall be granted for school activities determined by the principal to be beyond the extra-curricular activities normally associated with the teaching profession, provided the following conditions are met:
   a. Requests to earn compensatory time must be submitted in writing by the employee on the approved form (Appendix G) within five (5) days of the event or activity unless waived by the principal. In all cases, requests to earn compensatory time must be approved by the principal. Compensatory time shall only be earned for activities or events beyond the normal teaching day of 7.5 hours.
   b. Compensatory time shall not be earned for activities associated with supplemental positions such as coaching, cheerleading, etc.
   c. Compensatory time shall not be earned for volunteer position or activities such as field trips, chaperones, etc.
   d. A maximum of 37.5 hours may be carried forward to the next fiscal year.
   e. Requests to use compensatory time must be submitted in writing on the approved form by the employee and approved by the principal at least two (2) days prior to leave being used.
   f. Compensatory time shall be used for blocks of an entire teaching day (i.e. 7.5 hours). Use of partial days may be permitted if approved by the principal.
   g. Compensatory time may be used on planning days provided that school-wide training activity is not scheduled for that day if approved by the principal.
   h. Compensatory time cannot be earned in excess of 7.5 hours during any regular work day.
   i. Compensatory time will be earned for, but is not limited to, the following activities:
      i. PTO Activities
      ii. Open House
      iii. Awards Ceremonies
      iv. Graduation
      v. Faculty meetings that extend 45 minutes or more beyond the 7.5 hour day-
      vi. In-service activities, workshops, committee meetings for which no in-service points or remuneration is received and participation is required by the principal (outside of the normal 7.5 hour day).
      vii. Other activities granted by the principal.

ARTICLE VII - TEACHER'S AUTHORITY AND PROTECTION

A. The Board agrees to give support and assistance to teachers with respect to legal control and discipline in the classroom or any activity authorized or assigned by the principal. The Board agrees to provide a
written statement governing the use of punishment of students to all teachers during pre-planning.

B. When a teacher has exhausted all means of discipline under his/her control and is unable to manage the student, he/she may send the student to the principal for disciplinary or other corrective action.

C. Any criminal violation upon a teacher or any suit as a result of any legal action taken against the teacher in his/her capacity as an employee shall be reported to the Board through its designated administrator. Upon determination by the Board that the employee was acting within the scope of his/her teacher responsibilities and was not guilty of willful neglect of duty, gross negligence or improper conduct, the Board shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to such criminal violation or legal action and shall promptly render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

1. Except for personal lawsuits, time for appearances before a judicial body or legal authority shall result in no loss of wages or reduction in accumulated leave.

2. In the event a teacher is finally adjudged guilty of a criminal charge or has judgment entered against him/her in a civil case as related to the incident, the Board has no further responsibility for pay or loss of accumulated leave.

D. No teacher shall be disciplined, including written reprimand, suspension, with or without pay, demotion, or discharge, without just cause, except that a written reprimand shall not be advanced to arbitration.

E. When a complaint is made against a teacher by a parent or student, the designated administrator will consult confidentially with the teacher before any action is taken. All such complaints will be handled in a professional manner. If a decision is rendered against the employee, the employee shall have an opportunity to reply in writing and have this placed in their personnel file along with the report of action taken.

ARTICLE VIII - GENERAL EMPLOYMENT PRACTICES

A. Each appointee will be paid according to the salary schedule set forth in this contract. Where supplements are provided, the supplement will be paid according to the supplement schedule. A supplement may be adjusted at the discretion of the Superintendent and Board where an increased work load, or initial employment is involved.

B. Selection of personnel for summer and adult education programs requiring the use of part-time personnel, will be selected according to Article IX, "Professional Qualifications and Assignments", and Article X, "Vacancies and Promotions".

C. Upon initial employment, all employees shall, at their own expense, provide evidence of meeting all the physical and mental health requirements called for by Florida Statutes, State School Board Regulations, and Jefferson County School Board Policies pursuant to their employment. If at any time the Board desires further evidence concerning the above requirements of an individual employee, it may, at its own discretion, call for additional examination of that employee by a licensed, competent physician of the Board's choosing. The Board shall pay all costs for such examination.

D. Any employee hired to fill a partial year vacancy shall be fully qualified for that position as determined by the Superintendent or his/her designee, and the termination of the employment is not subject to the grievance procedure.

E. Teachers employed in an instructional capacity beyond the 196-day contract shall receive compensation for
the additional time worked according to the established salary schedule.

F. Upon reasonable notification, an employee or his/her duly authorized designee will be permitted to examine his/her personnel file. Employees may review and copy, at district expense, any materials in their school site or district personnel file under conditions necessary to provide for the integrity and safekeeping of the file. Any derogatory material to be placed in the employee’s file that relates to work performance or other matters that may be cause for discipline must be copied to the employee by personal delivery or mail, return receipt requested, prior to the material being placed in the file(s). The employee may rebut the derogatory material in writing and a copy of the rebuttal shall be placed in the file(s).

ARTICLE IX - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. All teachers employed by the Board shall hold certification according to the State Board of Education regulations. The Board will attempt to place each teacher in the area for which he/she is qualified and with consideration given to the teacher’s desires and the Board’s needs.

B. Any assignment for which a supplement or extra compensation is provided shall not be obligatory excepting upon agreement at initial employment.

ARTICLE X - VACANCIES AND PROMOTIONS

A. Openings for all positions for which compensation is granted, with the exception of workshops, shall be posted in each school and on the Board’s website. These notices will provide information concerning the securing of and deadline for filing of the written application. Vacancies will be announced in each school by the principal.

B. Each applicant shall be responsible for notifying the personnel director of his/her interest in other positions and maintaining an updated application.

C. Annual appointments will be made in all supplemental positions with no expectation of tenure by the employee. Vacancies in supplemental positions will be posted in each school and on the Board’s website.

D. By the last day of post-school planning, the principal will notify any employee in a supplemented position who will not be appointed to that same position for the following year.

ARTICLE XI - TRANSFERS AND REASSIGNMENTS

A. The Board and the JCEA recognize that the assignment of an employee shall be the responsibility of the Board upon recommendation of the Superintendent. Employees who desire a change in grade and/or subject assignment involving a reassignment to another school or position, shall file a written statement of such desire with the principal(s) involved prior to April fifteenth (15) of the current school year and may be considered before any new teachers are hired for the ensuing school year.

B. All requests for reassignment shall be considered by the Superintendent in making employee assignments. The Board and JCEA recognize that employees are employed to work within the system and the sole responsibility for recommending placement is that of the Superintendent.

C. The parties recognize that in order to meet the staffing needs of the district, it is occasionally necessary to transfer an employee involuntarily. Such transfer shall be effective after consultation with and notice to the employee involved. Notification of involuntary transfers will be made known to affected employees as soon as possible after the decision to transfer the employee has been made. The employee may request a
meeting with the Superintendent, but may not refuse to accept such transfer.

D. The foregoing shall not be construed in such a way as to prohibit the Board from providing a racially balanced staff in each school.

E. No later than July 1, teachers who will be assigned to a different teaching grade or teaching assignment shall be given notification by the site administrator or his/her designee.

ARTICLE XII – REDUCTION IN PERSONNEL

A. If a reduction in workforce is needed, the Board shall proceed in accordance with Chapter 10:2.33(5) Florida Statutes.

B. In the event that two (2) or more employees have equal ratings on performance evaluations, the following additional criteria should be used to determine the order in which reductions shall proceed. If a tie is resolved at any point through the process below there is no need to continue to consider additional criteria as set forth in (1) through (4) below:

1) Employees not holding certificates in the area in which they are teaching. This provision shall not apply to employees who have been teaching out of field during all or a portion of the two (2) school years prior to layoff.

2) Employees having the least amount of service in the Jefferson County School District; however, District service prior to a hiatus of more than two (2) years in District employment shall not count as service for this purpose.

3) Employees with the lowest level of educational degree.

4) Employees with the least amount of service outside the District.

ARTICLE XIII - TEACHER EVALUATION

The parties agree that the primary objectives of evaluation of teachers are to improve the quality of learning conditions for children.

A. The parties agree that the primary objective of the evaluation of teachers are to improve the quality of learning conditions of the children.

B. The parties agree that the teachers will be evaluated in accordance with the most current School Board of Jefferson County Instructional Personnel Appraisal System dated September 2011 and the evaluation forms will be attached hereto as Appendix A to this Contract. Any and all changes to Appendix A shall be negotiated by both parties.

C. All probationary contract teachers will be evaluated at least twice yearly. All other teacher will be evaluated annually in accordance with Appendix A. All content and procedures outlined in this article are subject to the grievance procedure through Step 2, ending with the Superintendent as set forth in Article XIV herein unless the employee is subject to termination which shall proceed to Step 3.

D. 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 the quality of service performed by the employees and is not designed to be used as a punitive measure.
E. During preplanning, or at commencement of employment, all employees will be provided a copy of the evaluation criteria and the form(s) to be used. An explanation, discussion and training of the evaluation process shall accompany this distribution.

F. All observations of employees for the purpose of evaluation shall be conducted openly and with the full knowledge of the employee.

G. The administrator and the employee shall schedule a meeting to discuss the administrator’s observations as soon as practicable after the observation and within ten (10) days if problems or difficulties are noted.

H. The employee’s signature shall indicate only that the employee has read the evaluation and does not necessarily indicate agreement with the content. The employee shall receive a copy of the written evaluation that shall also be placed in the employee’s personnel file. The employees have the right to attach a rebuttal to the evaluation.

I. Each teacher shall have the right, upon request, to review the contents of his own personnel file. A representative of the teacher’s choice may accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file or his/her designee.

J. For teachers whose students take the new, transitional Florida Standards Assessments (FSA) in English language arts (ELA) and/or mathematics, a summative evaluation rating of “Needs Improvement” or “Unsatisfactory” shall not be used as the primary factor to establish just cause for suspension or termination. This applies only to the 2014-2015 school year.

ARTICLE XIV - GRIEVANCE PROCEDURE

A. A grievance is defined to be a complaint by any teacher in the bargaining unit based on an event or condition which is claimed or considered to be a violation, misinterpretation or misapplication of a specific article or section of this Agreement and may be processed as a grievance as hereinafter provided. Any claim by the JCEA that Association rights with any specific article or section of the Agreement have been violated, misinterpreted or misapplied may be processed as a grievance as hereinafter provided.

Teachers desiring representation by the JCEA shall be responsible for notification to the JCEA. No grievance shall be adjusted without prior notification to the JCEA and opportunity for a JCEA representative to be present unless otherwise desired by the grievant. Nothing herein shall preclude an employee's right to adjust a grievance without intervention of the bargaining agent if the adjustment is not inconsistent with the terms of the Agreement in effect.

B. In the event that an employee or the JCEA (as provided in Section A) believes there is a basis for a grievance, the grievant shall first discuss the incident with the designated administrator and/or his/her representative, either personally, or accompanied by a JCEA representative, or a representative of his/her choice. The Superintendent or his/her designee shall designate those administrators through which a grievance may be processed.

C. If as a result of the informal discussion with the designated administrator a grievance still exists, the following formal grievance procedure may be invoked by the grievant (as provided in Section A) on the proper form(s), properly completed and signed by the grievant, which form shall be available from the JCEA representative in each building. Forms attached as Appendix B.

STEP 1
The grievant shall submit one copy of the completed grievance form(s) to the designated administrator. If the grievance involves more than one school building, it shall be filed with the designated administrator of each building involved. The grievant shall name the employee(s) involved, state the facts giving rise to the grievance, identify all the provisions of this Agreement alleged to be violated by the appropriate reference, state the contention of the grievant with respect to these provisions and indicate the relief requested. Within five (5) working days of the receipt of grievance, the designated administrator and/or his/her representative shall meet with the grievant and/or his/her representative in an effort to resolve the grievance. At said meeting both parties, will in the presence of one another, write out an explanation of the occurrence(s) leading to the filing of the grievance to the best of their knowledge to be signed by both parties. The immediate administrator shall indicate the disposition of the grievance in writing within five (5) working days after such meeting and shall furnish a copy thereof to the grievant.

The filing at Step 1 shall take place within thirty (30) days of the incident leading to the alleged grievance or within thirty (30) days of when the grievant knew or should have known of the event which gave rise to the grievance.

**STEP 2**

If the grievant, within five (5) working days from receipt of the disposition, is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) working days of such meeting, the employee shall within five (5) working days submit the grievance in writing to the Superintendent or his/her designee. The grievance shall provide all information identified in Step 1. Within ten (10) working days of receipt of the grievance, the Superintendent or his/her designee shall investigate the grievance, meet with the grievant in an effort to resolve the grievance, indicate the disposition of the grievance in writing and furnish a copy thereof to the grievant.

**STEP 3**

If the grievant is not satisfied with the disposition of the grievance by the Superintendent, the grievant may within five (5) working days serve written notice upon the Superintendent or his/her designee of the grievant's intent to submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within twenty (20) working days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which rules shall likewise govern the proceedings. The arbitrator shall have no power to modify or alter, add to, or subtract from the terms of this Agreement and shall rule only on the specific alleged violation. Any grounds, information, or evidence not previously disclosed to the other party may not be asserted or used in any arbitration proceedings.

**D.** The parties shall share equally all costs for arbitration.

**E.** The time limits provided in this article may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the administration and the grievant shall process such grievance prior to the end of the school term or as soon thereafter as permitted by established time limits. Whenever illness or other capacity of the grievant or Board representative(s) prevents attendance at a grievance meeting, the time limits shall be extended to such time that both parties can be present. When such grievance meetings and conferences are held during school hours, the grievant shall suffer no loss of pay.
F. Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.

G. All documents, communications and records dealing with the processing of a grievance will not be filed in the personnel files of the grievant.

H. Notwithstanding the expiration of this Agreement, any claim or grievance arising prior to the expiration may be processed through the grievance procedure until resolution providing the grievance has been timely filed.

I. In order to prevent the filing of a multiplicity of grievances on the same question of interpretation or compliance where the grievance covers a question common to a number of teachers, it shall be processed as a single grievance. Any group grievance shall set forth thereon the names of the persons or the group, and the title or specific assignments of the people covered by the group grievance(s).

J. No arbitrator shall hear simultaneously more than one grievance except with express consent of the Board and JCEA on each grievance being processed.

ARTICLE XV - PAID LEAVES

A. Sick Leave - Any member of the instructional staff employed on a full time basis shall be entitled to four (4)

B. Personal Business Leave - As provided by Florida Statutes, six days personal business leave with pay will be allowed for any member of the instructional staff each school year, provided that such days shall be charged only to accrued sick leave; provided further that such leave days shall be cumulative and may not be counted in determining a year of service. A teacher planning to use a personal leave day or days shall notify the principal at least one day in advance, except in cases of emergency. A teacher shall not be required to give reasons for such leave except that the leave is for "personal reasons."

C. Illness-In-Line-Of-Duty - Any member of the instructional staff shall be entitled to a maximum of ten days of illness-in-line-of-duty leave each school fiscal year when unable to perform his/her duties because of a compensable personal injury that occurred in the discharge of his/her duties or because of illness from a contagious or infectious disease contracted in his/her work. Such leave shall be non-cumulative from year to year and when approved by the Board, shall be used before charging any absence to regular accrued sick leave; provided that the following conditions are met:

1. A Notice of Injury Report shall be filed as soon as possible after the injury or illness occurs.

2. After determination by the Board’s worker’s compensation carrier that the claim correctly states the facts and is valid, the board will approve the leave.

D. A teacher under contract may apply for leave in addition to the days provided for in this section if such leave of absence is ordered by a physician licensed to prescribe medication in the State of Florida and the absence is directly attributed to a compensable injury that occurred during the course of the employee’s employment. In order to be considered for additional illness-in-line-of-duty time, the employee must suffer an egregious injury resulting from the deliberate act(s) of another person that prevents the employee from working in any capacity during the time of recovery. The superintendent, at his or her sole discretion and at the school board’s expense, may elect to send the employee to another physician for a second opinion to ascertain the reasonableness of the request prior to considering the request. Additional leave granted per this section shall be limited to a maximum of 30 working days per fiscal year.

E. Outside Accumulation - Instructional personnel shall be entitled to transfer sick leave credit from other
Florida School districts with the restriction that at least one-half (1/2) of the valid accrued leave shall be established in the Jefferson County School District. Where a member of the instructional staff interrupts teaching service and subsequently returns to teaching duty in the district without having transferred and used his/her accrued sick leave credit in another Florida school district, such accrued sick leave credit shall become valid on the first day of contractual service. Where a member of the instructional staff retires and receives terminal pay based on unused sick leave, all remaining sick leave credit shall become invalid.

F. **Verification of Leave** - Upon return from leave as described above, it shall be the teacher's responsibility to obtain from the designated administrator the proper form for verification of the reasons for absence. The completed form shall be submitted to the designated administrator immediately upon the teacher's return to work.

G. **Temporary Duty Leave** - Temporary Duty leave days with pay shall be granted to teachers authorized or delegated by the Superintendent to represent Jefferson district for the purpose of:

1. Attending and/or participating in professional meetings relating to educational workshops, seminars or conferences sponsored by professional organizations, colleges, universities, or government or private agencies concerned with public school matters.

2. Visitation for the purpose of observing instructional techniques or programs.

3. Teachers may be requested to report the nature of professional meetings attended and to give a resume of the program.

4. When designated to attend a conference as representative of Jefferson district, the teacher shall be paid mileage and per diem in accordance with current practice.

H. **Jury Duty** - Any teacher called for jury duty during school hours shall be paid full salary for such time.

I. Any teacher who is subpoenaed to testify during school hours in any judicial or administrative matter not of his/her own making shall be paid full salary for such time.

J. **Released Time** - Released time shall be granted for teachers participating on any committee or council designated by the Superintendent or his/her designee, when such meetings are called during school hours.

**ARTICLE XVI - UNPAID LEAVES**

A. An employee may request a personal leave without pay for a specified period up to one (1) year. The request shall be made in writing on the form prescribed by the Board. The leave must be approved by the designated administrator and the Superintendent or his/her designee before it is presented to the Board for approval.

Request for personal leave without pay will be approved only if the employee's designated administrator, the Superintendent and the Board are satisfied that the instructional needs of the district can be met. The Board shall be the final determinant of the instructional needs of the district.

B. An employee on personal leave without pay may participate in the following employee group benefits provided the employee pays the full cost on a monthly basis in advance of the month due:

1. An employee on personal leave without pay may remain an active participant in the employee's retirement system by contributing thereto the amount necessary to continue as a member on leave as provided by the provisions of the retirement system of which the employee is a member.
2. An employee on personal leave without pay may remain an active participant in the group insurance plans by contributing thereto the amount necessary to continue as a member on leave as provided by the provisions of the group policy or policies of which the employee is a member.

C. An employee on personal leave without pay shall receive no credit on any salary schedule for experience for the time on leave.

D. An employee returning to work after a personal leave without pay shall be placed in an appropriate position for which he/she is qualified. However, an employee who accepts employment while on leave shall be placed in an appropriate position only if there is an instructional vacancy. The Board shall be the final determinant of an appropriate position.

E. An employee returning to work at the end of the requested leave should make his/her request in writing to the Superintendent no later than April 15th. An employee wishing to return to work before the end of the requested leave shall notify the Superintendent in writing. The Board will allow the employee to return to work when the administration determines that a suitable position is available.

F. All teachers on unpaid leave waive all rights to unemployment benefits.

G. An employee receiving unpaid leave for less than one full school year may not accept another position with pay except for academic leave involving receipt of a grant, stipend or fellowship or temporary employment necessary for support while attending school. Any employee receiving unpaid leave for one full school year shall not be precluded from accepting gainful employment during such leave.

H. Any employee on leave may not participate in duplicate retirement plans.

I. An employee having his/her position terminated as a result of the regular teacher returning from leave shall have no grievance concerning the termination.

ARTICLE XVII - TEACHER INSTRUCTIONAL AIDES

A. Principals will consult with teachers at the end of each school year as to their needs for the next school year and will attempt to meet those needs as aides are provided by the Board as budgetary limitations permit.

ARTICLE XVIII - POLITICAL ACTIVITY

A. The JCEA and the Board agree to divorce outside political activities from the instructional program and all aspects of the school system. All personnel will strictly adhere to existing State and Federal Statutes and Department of Education regulations.

ARTICLE XIX - ACADEMIC FREEDOM

A. The parties agree that student instruction shall be divorced from moral, political, religious and other controversial issues as far as promoting one view over another. Concepts or ideas shall be presented without personal opinion by the teacher and all facets of an issue shall be completely and fairly presented. Teacher presentations shall be given in an unbiased manner to permit each student to arrive at his/her own conclusions.

B. Employees shall be entitled to freedom of discussion within the classroom and all matters which are relevant to the subject matter taught, so long as they stay within the school, district, state and federal guidelines.
C. Controversial issues which may be expected to have an adverse effect within the community shall be discussed with the principal prior to the presentation of materials or discussion of the issue.

**ARTICLE XX - CLASS SIZE AND CLASS LOAD**

A. The Board agrees to distribute as fairly and equitably as possible the teaching loads. It is the intent of the Board to maintain Southern Association of Colleges and Schools accreditation.

B. State Board of Education regulations will govern special and other areas of instruction where applicable.

C. When a teacher believes that class size is a problem in his/her class, the teacher will discuss the situation with the principal.

**ARTICLE XXI - INSERVICE TEACHER EDUCATION**

A. The Board shall distribute to all schools forms for proposing in-service teacher education components that will enhance their teaching skills and promote professional growth. The forms must be returned no later than six (6) weeks after receipt.

B. In-service Teacher Education components shall be approved and administered in accordance with Department of Education guidelines and regulations.

C. Recognizing that teacher involvement is beneficial to the formulation of a successful In-service Teacher Education Plan, all employees agree to respond promptly and diligently in the review, modification or preparation of teacher education components for the improvement of individual teaching skills as requested by the administration.

D. The Board will approve components according to priority need and availability of funds as determined by the administration.

**ARTICLE XXII - STUDENT TEACHING ASSIGNMENT**

A. The parties recognize that student teachers are entitled to be taught by fully qualified teachers. Interns shall be assigned to the best qualified teachers, on a voluntary basis, as determined by the principal and Coordinator of Interns. Any teacher desiring consideration for an intern shall notify in writing the principal and Coordinator of Interns. Interns shall not be assigned to, but not limited to:

1. First year teachers
2. Those teaching out of field
3. Teachers who object to supervising an intern

B. Any remuneration or award having monetary value received by the supervisory teacher from the intern's college shall be retained by the supervisory teacher and reported to the Superintendent. When remuneration is received by the supervisory teacher, in-service points will not be awarded.

**ARTICLE XXIII - EMERGENCY SCHOOL CLOSING**

A. In the event of a student day or teacher duty day lost for an emergency, the teacher shall perform duties on that day or other such day in lieu thereof as the Superintendent or his/her designee shall determined, if any.
B. The Superintendent or his/her designee will request announcement from local and surrounding area radio stations and Channel 6 TV as early as possible to notify students, parents, and teachers.

ARTICLE XXIV - INSURANCE

A. The Board agrees to make available a comprehensive major medical health and accident group insurance policy so long as the employees maintain the necessary participation required by the underwriter. The Board will contribute up to three thousand dollars per year for each participant. The Board and the JCEA agree to reopen this article if the requirement of the underwriter should exceed the board contribution.

B. The Board agrees to make available to all employees a Group Term Life Insurance policy in the amount of two times salary with a like amount rider for AD &D, termination at age 70, at Board expense. No group life insurance is available to employees over age 70.

C. The Board agrees to make available a dental plan at employee expense, provided the employees maintain the necessary level of participation required by the underwriter.

D. The Board agrees to make available an annuity program at employee expense.

E. The Board will assume all administrative expenses for the above.

F. The Board agrees to offer alternative benefit programs to employees not participating in the group medical plan. The program to be offered will be determined by the Board. The implementation date will be determined by the availability of programs through the PAEC Risk Management Consortium.

ARTICLE XXV - PROFESSIONAL COMPENSATION

A. For the 2014-2015 school year, teachers will receive only the salary increase for placement on the new "fractionalized" salary schedule and are not entitled to additional movement. All current teachers shall be assigned a step value that is closest to the base salary less all supplements that was paid in 2013-2014.

Under the 2013-2014 schedule, no more than seven (7) teachers were at the top of each salary range and if that schedule continued and was funded only those teachers would have received a salary increase to the next salary range. This fact was taken into consideration when placing these teachers on the 2014-2015 "fractionalized" schedule, guaranteeing placement so these teachers received the one time salary range increase on the new fractionalized salary schedule.

As of July 1, 2015, all years of verified traditional public school or accredited private school teaching experience (in-state or out-of-state) will be recognized by the JCSD for initial placement on the salary schedule for new teachers hired within the system. The salary of the new hire will be changed on the regular pay date following verification of the teaching experience. Teaching experience must be verified within ninety (90) days from the date of hire.

Following initial placement, teachers shall move on the salary schedule in accordance with the following stipulated provisions:

2014 – 15 Placement
In 2014–15, the district will assign all AC teachers to the Performance Placement Schedule structured with $200 increments beginning at $35,000. The assignment of each teacher will be to a step that is the closest salary to but not less than the teacher’s last base salary (without supplements).

In 2014–15, the district will assign all PSC / CC teachers to the Grandfathered Placement Schedule structured with $200 increments beginning at $35,000. The assignment of each teacher will be to a step that is the closest salary to but not less than the teacher’s last base salary (without supplements).

2015 – 16 Placement

Each succeeding year, the adjustment method and amounts will be negotiated in accordance with Chapter 447.

The parties agree to that a teacher being paid on the grandfathered portion of the Salary Schedule receiving an effective annual summative evaluation rating shall be adjusted based on the schedule for each school year in which the effective rating is received. No level movement shall occur for a rating that is less than needs improvement.

A teacher being paid performance pay on the Salary Schedule receiving an annual summative evaluation rating of effective shall be adjusted based on the model.

1. In the late Fall of 2015 – 16, when data is received from the Florida Department of Education and evaluation ratings are assigned, the parties will negotiate adjustments to base salaries. Adjustments can be through implementation of the models developed and negotiated. No adjustment to a base salary shall be made based on experience. The 2014 – 15 Entry Level teachers will be eligible for the negotiated adjustment in 2015 – 16.

2. Each succeeding year, the adjustment method and amounts will be negotiated.

SUPPLEMENTAL PAY FOR ADVANCED DEGREE- All teachers hired on or after July 1, 2011 will receive an advanced degree supplement provided the teacher's advanced degree is in the teacher's area of certification per F.S. 1012.22(1)(c)3. Any teacher hired prior to July 1, 2011 will receive an advanced degree supplement provided the teacher holds an advanced degree.

Masters Degree – Add 2,500 to computed Bachelor Degree.

Specialist Degree – Add 3,700 to computed Bachelor Degree.

Doctorate Degree – Add 3,800 to computed Bachelor Degree.

1. For the 2011-2012 school year those teachers who were eligible to receive a step on July 1, 2011 have already received a step prior to the conclusion of the 2011-2012 school year negotiations.

2. The parties further agree that all future salary increases will be negotiated each year and will not be final until the conclusion of the negotiations in accordance with Chp 447, Florida Statutes. The parties agree that the step placement of all employees who were paid on the 2011-2012 Teachers’ Salary Schedule will continue to advance on the step plan for the 20120-20131 school year, and those eligible will receive a step on July 1, 2012.
3. The salary schedule will be as set forth in Appendix C. Salary for the Extended School Year will be paid at the daily rate from Appendix C calculated on 196 days. Salary will be paid in twelve (12) equal checks.

**Magistrates's Recommendation:** The parties agree to negotiate a new step-wage plan during the 2012-2013 school year that will include the additions of multiple steps. Provided further, the parties agree that those employees progressing through the existing step plan have accrued greater step allowances and entitlement to the enhanced multiple steps plan by virtue of his/her years of experience. For example, an employee with 13 years of experience, when the new multiple step plan is in effect, shall be paid less than the employee at 14 years of experience but more than the employee at the 11th year of experience.

B. Supplemental salaries will be as set forth in Appendix D. Supplements will be paid in equal amounts during the period of responsibility for the specific supplement.

Every effort will be made to hire qualified district employees who seek supplemented positions before a supplemented position is awarded to a non-district employee.

The building administrator will annually appraise the performance of each employee in a supplemental position.

All workshops, in-service training, school improvement meetings, and curriculum development activities which are recommended for compensation by the principal will be paid at the rate of 100% of the Bachelor's step zero hourly rate.

C. Members of the bargaining unit employed as summer school and/or summer adult education teachers generating FTE's will be paid through June 30 at the appropriate hourly rate according to the certificate held and number of years experience in relation to the regular salary schedule for professional compensation for the school year immediately preceding.

Adult education teachers generating FTE's during the regular school term will be paid appropriate hourly rate according to the certificate held and number of years experience in relation to the regular salary schedule for professional compensation.

D. Payroll deduction:

1. Any employee may authorize deduction of JCEA membership dues by presenting to the Board a properly executed authorization card in the form as set down in Appendix E. Such authorization shall be continuous over the length of the contract. Authorization cards will be furnished by JCEA in the format designated by the Board.

2. Pursuant to such authorization, the Board shall deduct dues in equal installments over the pay periods remaining in that fiscal year.

3. Authorization for dues deduction is revocable upon written notice to the Board.

4. Dues deducted by the employer will be remitted to the JCEA in monthly installments.

5. JCEA shall indemnify and save harmless the Board and its employees from any and all claims, demands, suits, judgments, awards and costs incurred in connection with any claim, demand or suit resulting from any action taken or omitted by the board or its employees for the purpose of
complying with the provisions of this section.

6. The Board is expressly prohibited from any involvement in the collection of fines, penalties, or special assessments.

7. If at any time during the duration of this Agreement, JCEA authorizes causes or engages in any strike or work stoppage of any kind, this article shall immediately become void and inoperative.

E. Terminal Pay - Upon termination of employment with the district, the Board shall pay terminating employee for unused sick leave in the following amounts:

1. During the first three (3) years of service in the district, the daily rate of pay multiplied by thirty-five (35) percent times the number of days of accumulated sick leave.

2. During the next three (3) years of service in the district, the daily rate of pay multiplied by forty (40) percent times the number of days of accumulated sick leave.

3. During the next three (3) years of service in the district, the daily rate of pay multiplied by forty-five (45) percent times the number of days of accumulated sick leave.

4. During and after the 10th year of service in the district, the daily rate of pay multiplied by fifty (50)

5. Upon normal retirement during and after the thirteenth year of service in the district, the daily rate of pay multiplied by 100 percent times the number of days of accumulated sick leave.

6. Terminal pay will be paid on or after July 1 of the following fiscal year.

7. Terminal pay may be paid in one or two paychecks, at the discretion of the retiring employee.

F. The annual salary will be paid in twelve (12) checks on dates to be established by the School Board.

1. There shall be no responsibility on the part of the School Board to invest, earn or pay interest in any form on monies withheld for the purpose of disbursing salaries in twelve (12) checks.

G. Retirement Incentive

1. An employee who elects to retire or to participate in the Deferred Retirement Option Program during or at the end of the first year in which he/she attains his/her normal retirement date shall have $3,000 added to his/her annual salary, provided that he/she has a minimum of fifteen years of service with the district. The retirement incentive will be paid in the final check of the employee for the year in which the retirement or DROP becomes effective if the employee has completed the necessary procedures through the personnel office. The employee must provide written verification from the Florida Retirement System of the date that he/she becomes eligible for normal retirement.

2. For the purpose of this section, the phrase "normal retirement date" shall mean normal retirement as defined in Florida Statutes.

3. It shall be the specific responsibility of each employee to determine his/her eligibility for normal retirement and to meet the requirements set forth in this provision.

H. Instructional staff who participates in summer workshops, including workshops for curriculum revisions and in-service training, shall be compensated at the hourly rate indicated in the supplement schedule, Appendix
D. New teachers who are required to attend orientation prior to pre-school planning will be compensated at the hourly rate indicated in the supplement schedule, Appendix D.

J. Salaries and supplements shall be retroactive to the first day of pre-school planning for all personnel employed as of the date of signing of the contract for the current year.

K. The school board agrees to pay by purchase order any registration fee which exceeds $100 per person for conferences, workshops, or meetings for which temporary duty leave has been approved by the Superintendent.

L. Performance pay will be made as determined in the Stipulation of agreement between the Jefferson County School Board and the Jefferson County Education Association in Appendix F as long as the Legislature provides adequate funding.

M. DROP Re-entry: Any former DROP participants hired in accordance with FS 238.181 (1)(2)(c) shall be placed on the appropriate pay step according to years of experience, not to exceed twenty years of experience and in successive years shall advance on the salary schedule as any employee. This and all other conditions of employment shall apply.

N. DROP Extension: Any employee participating in the Deferred Retirement Option Program may apply to extend their DROP up to an additional thirty-six months in accordance with FL Statute 121.091.

**ARTICLE XXVI - EMPLOYEE WORK YEAR**

A. The calendar will include 196 working days of which six (6), Labor Day, Thanksgiving Day, New Year's Day, and three days during the spring break shall be paid holidays. The Extended School Year calendar will include 210 student days and planning days as determined by the calendar committee. Paid holidays will be the same as the 196 day year.

B. New teachers to the district will report two (2) days early for orientation for a total of 198 working days.

C. The five (5) days allowed for the spring break shall be determined annually by the calendar committee.

D. The Board will continue to develop the Annual School Calendar through a committee including two classroom teachers representing each of the elementary, middle, and senior high schools, appointed by the principal. In addition, the JCEA president and the School Board negotiator will serve on the committee.

E. Each teacher day and each student day will be a full day unless otherwise determined by the Superintendent or his/her designee.

F. Any legal changes made will be reflected in the calendar.

G. The calendar shall be set forth in Appendix F.

**ARTICLE XXVII - MISCELLANEOUS**

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through voluntary mutual consent of the parties in written, signed and ratified amendment to this Agreement.
Appendix A

JEFFERSON COUNTY SCHOOL DISTRICT
INSTRUCTIONAL EMPLOYEE
OBSERVATION AND DATA COLLECTION/ANALYSIS SUMMARY

Name ___________________________  Position ___________________________
Employee # ______________________  Subject/Course ______________________
School/Dept. ______________________  School Year _______________________

<table>
<thead>
<tr>
<th></th>
<th>Unsatisfactory</th>
<th>Needs Improvement/Developing</th>
<th>Effective</th>
<th>Highly Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Planning</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Classroom Management</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Assessment Evaluation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Student Instructional Engagement</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Technology</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Collaboration</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Professional Learning</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Professional Responsibilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Student Growth and Achievement</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

OVERALL RATING
Overall Score_________
Information from parents was collected and analyzed in the preparation of this report.

<table>
<thead>
<tr>
<th>Unsatisfactory 0-57</th>
<th>Needs Improvement/Developing 58-114</th>
<th>Effective 115-241</th>
<th>Highly Effective 242-298</th>
</tr>
</thead>
</table>

Comments of the Evaluatee________________________________________________________
Comments of the Evaluator________________________________________________________
The evaluation has been discussed with me  ☐ Yes  ☐ No

__________________________________________________________
Appendix B

JEFFERSON SCHOOL DISTRICT

OFFICIAL GRIEVANCE FORM

Name of Grievant_________________Date Filed________

Assignment_____________________School________

STEP I____ STEP II____ STEP III_______

______________________________
Contract Citations:

Statement of Grievance:

Relief Sought:

______________________________
Signature of Grievant:____________________________________

SIGNATURE ACKNOWLEDGING RECEIPT OF GRIEVANCE FORM:

______________________________
GRIEVANCE NUMBER DATE RECEIVED

______________________________
SIGNATURE OF RECEIVING OFFICIAL ____________________________
Appendix B-1

JEFFERSON SCHOOL DISTRICT

OFFICIAL GRIEVANCE DISPOSITION FORM

For Use by Principal, Assistant Principal or Superintendent/Designee

To: ______________________________

Your grievance filed on ________________ and assigned number _____ has been reviewed at Step _____ and a determination has been made as follows:

____________________________

Date

____________________________

Signature

____________________________

Title

____________________________

____________________________

Signature(s) Indicating Receipt by, and/or Delivery to, Grievant, and date thereof:

____________________________

Date

____________________________

Grievant

____________________________

Person Making Delivery
Appendix B-2

JEFFERSON SCHOOL DISTRICT

OFFICIAL GRIEVANCE APPEAL FORM

The undersigned Grievant(s) has/have the disposition of Grievance

Number_______ at Step ___ and appeal(s) the decision for the

following reason(s):

Date Filed __________________________

Signature of Grievant __________________________

________________________________

SIGNATURE ACKNOWLEDGING RECEIPT OF GRIEVANCE APPEAL FORM

Grievance Number____________________

Date Received____________________

Signature of Receiving Official____________________
### Fiscal Year 08

<table>
<thead>
<tr>
<th>Step</th>
<th>Years</th>
<th>Bachelor</th>
<th>Masters</th>
<th>Specialist</th>
<th>Ph.D</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0–6</td>
<td>$34,125</td>
<td>$35,831</td>
<td>$36,685</td>
<td>$37,53</td>
</tr>
<tr>
<td>2</td>
<td>7–13</td>
<td>$39,375</td>
<td>$41,344</td>
<td>$42,329</td>
<td>$43,31</td>
</tr>
<tr>
<td>3</td>
<td>14–20</td>
<td>$44,625</td>
<td>$46,856</td>
<td>$47,972</td>
<td>$49,08</td>
</tr>
<tr>
<td>4</td>
<td>21–27</td>
<td>$49,875</td>
<td>$52,369</td>
<td>$53,616</td>
<td>$54,86</td>
</tr>
<tr>
<td>5</td>
<td>38</td>
<td>$52,500</td>
<td>$55,125</td>
<td>$56,438</td>
<td>$57,75</td>
</tr>
</tbody>
</table>
35000 / 200

<table>
<thead>
<tr>
<th>Step</th>
<th>Value</th>
<th>Step</th>
<th>Value</th>
<th>Step</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>35000</td>
<td>AN</td>
<td>42800</td>
<td>CA</td>
<td>50600</td>
</tr>
<tr>
<td>B</td>
<td>35200</td>
<td>AO</td>
<td>43000</td>
<td>CB</td>
<td>50800</td>
</tr>
<tr>
<td>C</td>
<td>35400</td>
<td>AP</td>
<td>43200</td>
<td>CC</td>
<td>51000</td>
</tr>
<tr>
<td>D</td>
<td>35600</td>
<td>AQ</td>
<td>43400</td>
<td>CD</td>
<td>51200</td>
</tr>
<tr>
<td>E</td>
<td>35800</td>
<td>AR</td>
<td>43600</td>
<td>CE</td>
<td>51400</td>
</tr>
<tr>
<td>F</td>
<td>36000</td>
<td>AS</td>
<td>43800</td>
<td>CF</td>
<td>51600</td>
</tr>
<tr>
<td>G</td>
<td>36200</td>
<td>AT</td>
<td>44000</td>
<td>CG</td>
<td>51800</td>
</tr>
<tr>
<td>H</td>
<td>36400</td>
<td>AU</td>
<td>44200</td>
<td>CH</td>
<td>52000</td>
</tr>
<tr>
<td>I</td>
<td>36600</td>
<td>AV</td>
<td>44400</td>
<td>CI</td>
<td>52200</td>
</tr>
<tr>
<td>J</td>
<td>36800</td>
<td>AW</td>
<td>44600</td>
<td>CJ</td>
<td>52400</td>
</tr>
<tr>
<td>K</td>
<td>37000</td>
<td>AX</td>
<td>44800</td>
<td>CK</td>
<td>52600</td>
</tr>
<tr>
<td>L</td>
<td>37200</td>
<td>AY</td>
<td>45000</td>
<td>CL</td>
<td>52800</td>
</tr>
<tr>
<td>M</td>
<td>37400</td>
<td>AZ</td>
<td>45200</td>
<td>CM</td>
<td>53000</td>
</tr>
<tr>
<td>N</td>
<td>37600</td>
<td>BA</td>
<td>45400</td>
<td>CN</td>
<td>53200</td>
</tr>
<tr>
<td>O</td>
<td>37800</td>
<td>BB</td>
<td>45600</td>
<td>CO</td>
<td>53400</td>
</tr>
<tr>
<td>P</td>
<td>38000</td>
<td>BC</td>
<td>45800</td>
<td>CP</td>
<td>53600</td>
</tr>
<tr>
<td>Q</td>
<td>38200</td>
<td>BD</td>
<td>46000</td>
<td>CQ</td>
<td>53800</td>
</tr>
<tr>
<td>R</td>
<td>38400</td>
<td>BE</td>
<td>46200</td>
<td>CR</td>
<td>54000</td>
</tr>
<tr>
<td>S</td>
<td>38600</td>
<td>BF</td>
<td>46400</td>
<td>CS</td>
<td>54200</td>
</tr>
<tr>
<td>T</td>
<td>38800</td>
<td>BG</td>
<td>46600</td>
<td>CT</td>
<td>54400</td>
</tr>
<tr>
<td>U</td>
<td>39000</td>
<td>BH</td>
<td>46800</td>
<td>CU</td>
<td>54600</td>
</tr>
<tr>
<td>V</td>
<td>39200</td>
<td>BI</td>
<td>47000</td>
<td>CV</td>
<td>54800</td>
</tr>
<tr>
<td>W</td>
<td>39400</td>
<td>BJ</td>
<td>47200</td>
<td>CW</td>
<td>55000</td>
</tr>
<tr>
<td>X</td>
<td>39600</td>
<td>BK</td>
<td>47400</td>
<td>CX</td>
<td>55200</td>
</tr>
<tr>
<td>Y</td>
<td>39800</td>
<td>BL</td>
<td>47600</td>
<td>CY</td>
<td>55400</td>
</tr>
<tr>
<td>Z</td>
<td>40000</td>
<td>BM</td>
<td>47800</td>
<td>CZ</td>
<td>55600</td>
</tr>
</tbody>
</table>
All returning Annual Contract instructional personnel shall be assigned a step value that is closest to the base salary less all supplements that were paid in 2013 - 14. A PSC / CC instructional personnel may choose to be assigned to the Performance schedule by relinquishing his/her PSC / CC contract and accepting an annual contract pursuant to s. 1012.335, FS. This decision shall be irrevocable.

Effective the 2015 - 16 school year, only adjustments based on HE or E evaluation ratings shall be provided. Adjustments for instructional personnel on the Performance schedule must be paid in accordance with s. 1012.22, FS. Adjustments for the 2015-16 school year will be determined through the collective bargaining process.
## Appendix D
### Supplements

THE SCHOOL BOARD OF JEFFERSON COUNTY
INSTRUCTIONAL SUPPLEMENTS

<table>
<thead>
<tr>
<th>BASE SALARY</th>
<th>$34,125.00</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Position</th>
<th>Current</th>
<th>District Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>%</td>
<td>Amount</td>
</tr>
<tr>
<td>Academic Games Advisor</td>
<td>1.72%</td>
<td>$586.95</td>
</tr>
<tr>
<td>Athletic Director</td>
<td>9.23%</td>
<td>$3,149.74</td>
</tr>
<tr>
<td>Athletic Field Assistant (12 months)</td>
<td>3.69%</td>
<td>$1,259.21</td>
</tr>
<tr>
<td>Band Director (JHS &amp; HMS Combined)</td>
<td>9.23%</td>
<td>$3,149.74</td>
</tr>
<tr>
<td>Baseball, Head Varsity</td>
<td>6.48%</td>
<td>$2,211.30</td>
</tr>
<tr>
<td>Baseball, Assistant--Varsity</td>
<td>4.74%</td>
<td>$1,617.53</td>
</tr>
<tr>
<td>Baseball, Head--Middle School</td>
<td>4.97%</td>
<td>$1,696.01</td>
</tr>
<tr>
<td>Baseball, Assistant--MS</td>
<td>3.47%</td>
<td>$1,184.14</td>
</tr>
<tr>
<td>Basketball, Head Varsity</td>
<td>6.48%</td>
<td>$2,211.30</td>
</tr>
<tr>
<td>Basketball, Asst. Varsity</td>
<td>4.74%</td>
<td>$1,617.53</td>
</tr>
<tr>
<td>Basketball--Asst.--MS</td>
<td>4.97%</td>
<td>$1,696.01</td>
</tr>
<tr>
<td>Basketball, Head Varsity (Girls)</td>
<td>6.48%</td>
<td>$2,211.30</td>
</tr>
<tr>
<td>Basketball, Asst. Varsity (Girls)</td>
<td>4.74%</td>
<td>$1,617.53</td>
</tr>
<tr>
<td>Basketball--Asst.--MS (Girls)</td>
<td>4.97%</td>
<td>$1,696.01</td>
</tr>
<tr>
<td>Cheerleader, Var. Sponsor</td>
<td>6.05%</td>
<td>$2,064.56</td>
</tr>
<tr>
<td>Cheerleader, Var. Sponsor (Summer)</td>
<td>0.92%</td>
<td>$313.95</td>
</tr>
<tr>
<td>Cheerleader, Jr. Varsity</td>
<td>4.25%</td>
<td>$1,450.31</td>
</tr>
<tr>
<td>Cheerleader, Jr. Var (Summer)</td>
<td>0.92%</td>
<td>$313.95</td>
</tr>
<tr>
<td>Choral Director</td>
<td>2.59%</td>
<td>$883.84</td>
</tr>
<tr>
<td>Football Equipment Manager</td>
<td>5.40%</td>
<td>$1,842.75</td>
</tr>
<tr>
<td>Football, Head Varsity</td>
<td>7.69%</td>
<td>$2,624.21</td>
</tr>
<tr>
<td>Football, Head Varsity (Spring Practice)</td>
<td>1.54%</td>
<td>$525.53</td>
</tr>
<tr>
<td>Football, Asst. Varsity (6 positions)</td>
<td>4.62%</td>
<td>$1,576.58</td>
</tr>
<tr>
<td>Football, Asst. Varsity (Spring Practice)</td>
<td>0.73%</td>
<td>$266.18</td>
</tr>
<tr>
<td>Football, Asst. Varsity (Spring Practice) (4)</td>
<td>0.78%</td>
<td>$266.18</td>
</tr>
<tr>
<td>Position</td>
<td>Code</td>
<td>Base Hourly</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>------</td>
<td>---------------</td>
</tr>
<tr>
<td>Football, Head—MS</td>
<td>SUA 04</td>
<td>4.20%</td>
</tr>
<tr>
<td>Football, Assistant—MS</td>
<td>SUA 24</td>
<td>4.54%</td>
</tr>
<tr>
<td>Majorette/Flag Corps Coordinator</td>
<td>SUA 22</td>
<td>3.14%</td>
</tr>
<tr>
<td>Softball, Head Varsity</td>
<td>SUA 14</td>
<td>6.48%</td>
</tr>
<tr>
<td>Softball, Assistant Varsity</td>
<td>SUA 15</td>
<td>4.74%</td>
</tr>
<tr>
<td>Softball, Assistant—MS</td>
<td>SUA 29</td>
<td>3.47%</td>
</tr>
<tr>
<td>Track, Head</td>
<td>SUA 09</td>
<td>5.18%</td>
</tr>
<tr>
<td>Track, Assistant</td>
<td>SUA 11</td>
<td>3.89%</td>
</tr>
<tr>
<td>Track, Head (Girls)</td>
<td>SUA 09</td>
<td>5.18%</td>
</tr>
<tr>
<td>Track, Cross Country</td>
<td>SUA 11</td>
<td>3.89%</td>
</tr>
<tr>
<td>Volleyball, Head</td>
<td>SUA 08</td>
<td>3.69%</td>
</tr>
<tr>
<td>Volleyball, Assistant</td>
<td>SUA 17</td>
<td>2.96%</td>
</tr>
<tr>
<td>Weightlifting</td>
<td>SUA 18</td>
<td>4.32%</td>
</tr>
<tr>
<td>Yearbook Sponsor</td>
<td>SUB 06</td>
<td>1.73%</td>
</tr>
<tr>
<td>JROTC Rifle Training</td>
<td>SUB 13</td>
<td>3.08%</td>
</tr>
<tr>
<td>JROTC Drill Practice</td>
<td>SUB 11</td>
<td>6.02%</td>
</tr>
</tbody>
</table>

**Sub-Total**  

$60,728.85  

$63,813.75

**NOTE:**

* Plus $200 for participation in State Competition beyond district  
** Plus $150 for participation in State Competition beyond District  
*** Plus $150 for accompanying Athletic Team to State

**Pay Period:** Monthly during period of responsibility  
**Paid Date:** Last working day of every month.

**Supplements are not authorized for positions at Jefferson County Elementary School**
Appendix E

TEACHER'S AUTHORIZATION AND REQUEST FOR SCHOOL BOARD TO DEDUCT MEMBERSHIP DUES

Pursuant to the provisions of Section 447.303 of the Florida Statutes, the undersigned employee of the School Board of Jefferson County, Florida hereby authorizes and requests that said School Board deduct from said employee's salary, and transmit to the Treasurer of the Jefferson County Education Association, for each fiscal year, beginning _______________ and ending _______________, the sum of $_______ as membership dues, in equal monthly installments of $_____ each.

Authorization for dues deduction is revocable upon written request by the employee on the Employee Association Dues Revocation Form. The employee must first secure the written acknowledgment of JCEA on the Form, signed and dated, and then submit the Form to the District Payroll Office. The revocation of the authorization for dues deduction will be effective at the beginning of the pay period no fewer than thirty (30) calendar days from the date of the employee's submission of the completed Dues Revocation Form to the Payroll Office.

This authorization is revocable by the employee at any time upon thirty (30) days written notice to said School Board, after which no further such deductions shall be made without further authorization.

The undersigned employee hereby waives all right and claim to all monies so deducted and transmitted in accordance with this authorization and relieves said School Board and its members, officers and employees from any liability therefore. (Reference Article XXV, Section D).

(SIGNED)__________________________ EMPLOYEE
__________________________ SCHOOL
__________________________ SOCIAL SECURITY NUMBER
__________________________ DATE

CERTIFICATION OF SIGNATURE

The undersigned hereby certifies that the above signature is that of the employee of the School Board of Jefferson County, Florida herein above described.

WITNESS: (SIGNED)__________________________

TITLE: ________________________________

THE JEFFERSON COUNTY EDUCATION ASSOCIATION

WITNESS: ________________________________

PRESIDENT, JEFFERSON COUNTY EDUCATION ASSOCIATION
JEFFERSON COUNTY SCHOOL DISTRICT
2004-2010-15 SCHOOL CALENDAR
Appendix G

The School Board of Jefferson County

APPLICATION FOR ACCRUAL OF COMPTIME

(PLEASE TYPE OR PRINT FIRMLY)

NOTE: THIS APPLICATION MUST BE RECEIVED WITHIN FIVE (5) WORKDAYS OF THE DATE ACCRUAL ACTIVITY IS TO OCCURS.

| School Name: |  |
| Teacher Name: |  |
| Teacher Signature: |  |
| Employee Identification Number: |  |
| Today's Date: |  |

Compensatory Time Request:

| Hours and MinutesRequested: |  |
| Beginning Time: |  |
| Ending Time: |  |
| Date of Activity Requested: |  |
| Purpose of Activity Requested: |  |

Approvals:

| Approved: |  |
| Disapproved: |  |
| Principals Signature: |  |
| Notes: |  |
| Date: |  |

Compensatory time is credited as provided in the Collective Bargaining Agreement and is earned as a result of a teacher being assigned by the principal to work beyond the normal 7.5-hour workday. Approval or disapproval of compensatory time is at the discretion of the principal or designee.
B. The Board on its own behalf and on behalf of the citizens of the district hereby retains and reserves unto itself, without limitation, all lawful and inherent powers, rights, authority, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in furtherance thereof which shall be limited only by the express terms of this Agreement.

C. This Agreement shall supersede any policies, rules, regulations or practices of the Board which shall be contrary to the terms of this Agreement. The parties agree that all grievances relating to the Board policies, rules, regulations, or practices not in conflict with this Agreement shall be processed in accordance with the grievance procedure established within Board policies.

D. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of State or Federal legislation, said provision shall be automatically modified by mutual agreement of the parties to the extent that it violates the law, but the remaining provisions shall remain in full force for the duration of this Agreement.

ARTICLE XXVIII - CONTINUITY OF OPERATION

A. The Board and the JCEA agree that all differences between them shall be resolved by orderly procedures without interruption of the program of the schools. The JCEA and employees agree that they will not authorize, instigate, participate in, encourage, or support any interruption, slowdown, or other similar cessation of service.

B. If the Board determines that the JCEA or its representatives were responsible for, participated in, or encouraged the participation in any interruption, slowdown or cessation of services, this Agreement and all its provisions shall be null and void. The administration agrees to consult with JCEA officers immediately concerning any action taken on this section.

ARTICLE XXIX--TERMS OF AGREEMENT

A. This Revisions shall be effective as of July 1, 2014 and shall continue in effect through June 30, 2017. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

B. Salaries and supplements shall be retroactive to the first day of pre-school planning for all personnel employed as of the date of signing in Item D.

C. Re-openers for 2014-15 years shall be Article XXIV-Insurance, Article XXV-Professional Compensation, three (3) other Articles for each the Board and the JCEA, as well as any Article affected by legislative action.

D. This Agreement is signed this ____ day of ________ 2007 2014.

JEFFERSON COUNTY SCHOOL BOARD

Sandra Sanders

President

Superintendent

ICEA

Regina Corp.

President