

**AGREEMENT**  
**BETWEEN THE**  
**BAKER COUNTY DISTRICT SCHOOL BOARD**  
**AND**  
**BAKER COUNTY EDUCATION ASSOCIATION**  
**2021-2024**

**(Revised July 1, 2021 & February 7, 2022)**

**TABLE OF CONTENTS**

**PREAMBLE ..... 4**

**WITNESSETH..... 4**

**ARTICLE I –AGREEMENT ..... 5**

**ARTICLE II –PURPOSE ..... 5**

**ARTICLE III –RECOGNITION ..... 6**

**ARTICLE IV -SALARY SCHEDULE..... 7**

**Instructional Personnel Salary Schedule Guidelines..... 7**

**Teacher Salary Schedule ..... 8**

**Supplemental Salary Schedule ..... 9**

**Part-time Teaching Salary Schedule..... 17**

**Instructional Support Personnel..... 17**

**Beginning Teacher Program..... 17**

**Payment of Direct Deposits ..... 17**

**Summer School Pay - Work Day ..... 18**

**Change of Deductions ..... 18**

**Contracts..... 18**

**Out of County Experience..... 19**

**Military Experience..... 20**

**Attendance Incentive ..... 20**

**ARTICLE V -EMPLOYEE BENEFITS..... 20**

**Paid Holidays ..... 20**

**Personal Leave Days..... 20**

**Hospitalization Medical, Dental, Vision Insurance Coverage ..... 21**

**Group Term Life Insurance Coverage ..... 21**

**Terminal Pay ..... 21**

**Retirement Insurance..... 21**

**Additional Retirement Benefit ..... 21**

**School Activities Pass ..... 22**

**Job Sharing..... 23**

**Payment for Accrued Sick Leave ..... 23**

**Bonus for Extra-Curricular Trips..... 24**

**ARTICLE VI -LEAVE OF ABSENCE..... 24**

General Provision .....	24
Return to Duty After Leave of Absence .....	25
Sick Leave .....	25
Illness-In-Line-Of-Duty Leave .....	26
Extended Health Leave .....	27
Jury Duty or Court Leave.....	27
Professional Leave.....	27
Temporary Duty Elsewhere .....	27
Military Leave.....	27
Bereavement Leave.....	28
Sabbatical Leave .....	28
<b>ARTICLE VII -TEACHER RIGHTS .....</b>	<b>30</b>
Legal Assistance -Liability Protection.....	30
Teacher Protection .....	30
Personnel Files.....	31
Employee Discipline and Complaints.....	31
Academic Freedom .....	33
No Reprisals.....	33
Teacher Assessment.....	33
Political Activity.....	35
Teacher Right to Witness.....	35
Reduction in Force .....	35
<b>ARTICLE VIII -DUE PROCESS .....</b>	<b>36</b>
<b>ARTICLE IX -WORKING CONDITIONS .....</b>	<b>36</b>
Work Day.....	36
Teacher/Pupil Ratio .....	37
Teaching Load .....	37
Vacancies and Promotions.....	37
Transfers and Reassignments .....	38
Before and After School Meetings .....	39
Classroom Visits from Outside Parties.....	39
Safe and Clean Conditions; Tobacco Free Workplace.....	39
Conference Rooms and Telephones .....	40
Teaching Materials and Supplies .....	40
In-Service Training .....	40
Substitutes.....	41
Physical Examinations.....	41
Nursing Mothers.....	41
<b>ARTICLE X -STUDENT DISCIPLINE/AUTHORITY OF TEACHERS.....</b>	<b>41</b>

<b>ARTICLE XI -TEACHER INVOLVEMENT IN SCHOOL PROGRAMS AND PLANNING.....</b>	<b>42</b>
School Advisory Committee(s).....	42
Calendar Committee.....	43
Collaborative Action Team.....	43
Insurance Committee.....	43
Assessment Committee.....	43
Labor Management Committee.....	44
<b>ARTICLE XII -ORGANIZATIONAL RIGHTS .....</b>	<b>44</b>
Representation of School Board Meetings .....	44
School Board Agenda .....	44
School Board Minutes.....	44
Financial Information .....	44
Dues Deduction .....	44
Payroll Deductions .....	45
Use of Bulletin Boards and School Mailboxes.....	45
Release Time for President Organizational Meetings .....	45
Organizational Meetings .....	46
Leave to Attend State Affiliate Meetings .....	46
Bargaining Unit Information.....	46
<b>ARTICLE XIII -GRIEVANCE PROCEDURE .....</b>	<b>46</b>
<b>ARTICLE XIV -SAVINGS CLAUSE .....</b>	<b>51</b>
<b>SIGNATURE PAGE .....</b>	<b>51</b>
<b>AGREEMENT BETWEEN THE BAKER COUNTY EDUCATION ASSOCIATION AND THE BAKER COUNTY SCHOOL BOARD .....</b>	<b>52</b>
<b>MEMORANDUM OF AGREEMENT .....</b>	<b>52</b>
<b>MEMORANDUMS OF UNDERSTANDING .....</b>	<b>52</b>
<b>GRIEVANCE FORM .....</b>	<b>54</b>
<b>APPENDIX A .....</b>	<b>55</b>
<b>APPENDIX B .....</b>	<b>56</b>
<b>APPENDIX C .....</b>	<b>57</b>
<b>INSURANCE PREMIUMS.....</b>	<b>58</b>

**PREAMBLE**

**THIS AGREEMENT ENTERED INTO THIS 1st DAY OF JULY, 2021, BY AND BETWEEN THE SCHOOL BOARD OF BAKER COUNTY, FLORIDA, HEREINAFTER CALLED THE "BOARD", AND THE BAKER COUNTY EDUCATION ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION."**

**WITNESSETH:**

**WHEREAS, the Board and the Association recognize and declare that providing a safe, quality education for the students of Baker County is the primary goal of the Baker County Public Schools and**

**WHEREAS, the Board and the Association recognize that it is the responsibility of the Board to approve the educational and operational policies that are essential to the public educational programs and that the Association represents the teaching personnel, who are engaged in providing educational services and**

**WHEREAS, the Association, as the certified and exclusive agent and representative of teaching personnel, and the Board have agreed to bargain in good faith in the determination of the wages, hours, and terms and conditions as of employment of the public employees within the bargaining unit and**

**WHEREAS, the Board and the Association, following extended and deliberate negotiations, have reached certain understandings which they desire to confirm in the Contract and**

**IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, IT IS HEREBY AGREED as follows:**

## **ARTICLE I –TERMS OF AGREEMENT**

**This Agreement is entered into as of July 1, 2021, between the Baker County District School Board, hereinafter referred to as the "Board," and the Baker County Education Association, hereinafter referred to as the Association.**

**This Agreement shall expire on June 30, 2024, subject to annual reopeners for:**

- 1. Article IV Salary**
- 2. Article V Employee Benefits**
- 3. Health Insurance/Board Contribution**
- 4. Teacher Assessment**
- 5. One (1) item for each side**
- 6. Any articles or items both sides mutually consent to open**
- 7. Any article affected by acts of the Legislature or by decisions of the courts of competent jurisdiction**

## **ARTICLE II -PURPOSE**

**It is understood that the Board is the duly elected body with responsibility and authority to furnish educational services. It is further understood that the Baker County Education Association represents teachers as described in the proposed unit herein.**

**Whereas, the Board and the Association, following extended and deliberate negotiations, have reached certain understandings with respect to hours, wages, terms and conditions of employment.**

**The Board agrees not to enter into any agreement with any member or potential employee of this unit which conflicts with Florida Statutes, Chapter 447 and any provision of this Agreement. All efforts will be made, in good faith, by the Board and the Association to correct/reconcile current contract language with current Florida Statutes.**

## **ARTICLE III – RECOGNITION**

The Baker County Education Association, hereinafter referred to as the Association, shall be recognized as the exclusive representative (February 14, 1975 Registration #86-088 and Case #8H-RA-754-1020) of all certified instructional personnel under contract with the Baker County District School Board as listed in the Description of the Proposed Unit, for collective bargaining. Such personnel are hereinafter referred to as teachers:

### **Title**

**Classroom Teachers**  
**Kindergarten**  
**Elementary (Primary 1-3)**  
**Elementary Intermediate (4-5)**  
**Elementary (1-5)**  
**Middle School (6-8)**  
**High School (9-12)**  
**Driver Education**  
**Exceptional (Special Education, EMH, ED, SLD, etc.)**  
**Remedial**  
**Resource (Art, Music, etc.)**  
**Vocational -Business and Office Education**  
**Vocational -Home Economics**  
**Vocational -Trade and Industrial**  
**Industrial Arts**  
**Curriculum Assistant**  
**Guidance Counselors**  
**Occupational Specialists**  
**Media Specialists**  
**Nurses**  
**Other Certified Instructional Personnel**  
**(Except Administrative Assistants)**

**ARTICLE IV –SALARY**

**Item 1 -SALARY SCHEDULE GUIDELINES 2021-2022**

**Baker County School District will follow State Statutes regarding compensation and salary schedules.**

**School Board’s implementation of the Florida Teacher Salary Increase Allocation (TSIA- Through HB 5101).**

**The 2021-2022 Salary Schedule incorporates the School Board’s proposed plan to implement the Florida Teacher Salary Increase Allocation (TSIA- Through HB 5101), raising the base of all applicable Baker County School District salaries to the minimum base of \$42,428.00. All instructional personnel will be paid in accordance with the 2021-2022 negotiated salary schedule. The classification levels under those salary schedules will be implemented effective July 1, 2021 through June 30, 2022.**

**Upon official transcript notification, in writing, to the Finance Office and verification by the Associate Superintendent in charge of District Certification, newly earned advanced degrees will be pro-rated.**



**TSIA Teacher Salary Schedule: 197 Day Contract  
Fiscal Year 2021-2022**

<b>CL</b>	<b>Bachelors</b>
0	42,428
1	42,428
2	42,428
3	42,428
4	42,428
5	42,428
6	42,428
7	42,428
8	42,428
9	42,428
10	43,202
11	44,002
12	44,802
13	45,802
14	46,802
15	47,633
16	48,633
17	49,633
18	50,633
19	51,633
20	52,633
21	53,633
22	54,633
23	55,633
24	56,808
25*	58,108

<p align="center"><b>Advanced Degree Supplements</b>  Masters: \$ 2,800  Specialists: \$ 3,800  Doctorate: \$ 5,000</p>
---

<p align="center"><b>Performance Pay:</b>  Eligible Instructional employees  will receive the following  performance pay supplement:</p> <p align="center">Effective: \$125.00  Highly Effective: \$250.00</p>
--

**\*Longevity supplement at Classification Level (CL) 25 or above in the amount of \$ 6,300.00**

- See District Teacher Salary Schedule for 216, 240, and 261 day contracts.
- For the 2021-2022 school year, Title 1 schools' instructional staff will receive a \$50.00 supplement.
- For the 2021-2022 school year, instructional staff transfers from any school that is not low performing to a low performing school with a state grade of D or F will receive a one-time \$300.00 supplement.
- For the 2021-2022 school year, Advanced Degree Supplements – Masters: \$2,800.00, Specialist: \$3,800.00, Doctorate: \$5,000.00

## SUPPLEMENTAL SALARY SCHEDULE

### Athletics, Cheerleaders, Dance Teams, and Music

#### Athletic Directors and Trainer

High School Athletic Director.....	4,865.00
Middle School Athletic Coordinator.....	2,500.00
Athletic Trainer.....	3,500.00

### Football

Football High School Varsity Head Coach.....	4,350.00
****(Spring \$1,305.00; Fall \$3,045.00)	
High School Assistant Coach (7).....	2,575.00
****(Spring \$772.50; Fall 1,802.50)	
Middle School Head Coach.....	2,000.00
****(Spring \$600.00; Fall \$1,400.00)	
Middle School Assistant Coach (3).....	1,500.00
****(Spring \$450.00; Fall \$1,050.00)	
****Girls Flag Football Head Coach.....	1,390.00
****Girls Flag Football Assistant Coach.....	890.00

### Basketball

Basketball High School Boys' Varsity Head Coach.....	3,630.00
High School Boys' Head Assistant Coach.....	1,595.00
Boys' Assistant Coach.....	1,390.00
Girls' Varsity Coach.....	3,630.00
Girls' Assistant Coach (2).....	1,390.00
Boys' Middle School Coach.....	2,000.00
Girls' Middle School Coach.....	2,000.00
Boys' Middle School Assistant Coach.....	1,000.00
Girls' Middle School Assistant Coach.....	1,000.00

### Wrestling

Wrestling Coach.....	2,470.00
Assistant Wrestling Coach.....	1,390.00

### Baseball

Baseball Coach.....	3,090.00
Assistant Baseball Coach (2).....	1,390.00
Middle School Baseball Coach.....	1,500.00
Assistant Middle School Baseball Coach.....	1,000.00

### Weightlifting

Boys' Weightlifting Coach.....	2,060.00
Girls' Weightlifting Coach.....	2,060.00
Assistant Boys' Weightlifting Coach.....	1,030.00
Assistant Girls' Weightlifting Coach.....	1,030.00

**Track**

Boys' Track Coach .....	2,060.00
Girls' Track Coach.....	2,060.00
Girls' Assistant Track Coach.....	1,030.00
Boys' Assistant Track Coach .....	1,030.00

**Cross Country**

Boys' Cross Country Coach.....	1,390.00
Girls' Cross Country Coach .....	1,390.00

**Tennis**

Boys' Tennis Coach .....	1,390.00
Girls' Tennis Coach.....	1,390.00

**Volleyball**

High School Girls' Volleyball Coach.....	2,470.00
High School Girls' Junior Varsity Volleyball Coach.....	1,390.00
Middle School Volleyball Coach (2).....	1,500.00
Middle School Assistant Volleyball Coach (2).....	1,000.00

**Softball**

Girls' Softball Coach (Fast Pitch).....	3,090.00
Girls' Assistant Softball Coach (Fast Pitch) (2) .....	1,390.00
Middle School Girls' Softball Coach.....	1,500.00
Middle School Girls' Assistant Softball Coach.....	1,000.00

**Bowling**

Girls' Bowling Coach .....	1,545.00
Girls' Assistant Bowling Coach .....	1,030.00

**Swimming**

Boys' High School Swim Team Coach.....	1,390.00
Girls' High School Swim Team Coach.....	1,390.00

**Soccer**

Boys' High School Soccer Team Coach .....	1,390.00
Girls' High School Soccer Team Coach .....	1,390.00

**Cheerleader Sponsors**

High School Varsity Football .....	1,030.00
High School Junior Varsity Football.....	750.00
High School Varsity Basketball.....	1,030.00
High School Junior Varsity Basketball.....	750.00
Middle School Football (1).....	750.00
Middle School Basketball (1).....	750.00
Competitive Cheerleading (1).....	1,030.00

<b><u>High School Dance Drill Team</u></b>	
Football Season (1) .....	525.00
Basketball Season (1) .....	525.00
Choreographer (1).....	275.00

<b><u>Middle School Dancin' Paws</u></b>	
Football Season (1) .....	300.00
Basketball Season (1) .....	300.00

<b><u>Band Director</u></b>	
High School .....	4,120.00
Assistant High School .....	1,030.00
Middle School .....	1,750.00
Assistant Middle School .....	775.00
Flag Corp.....	750.00
High School Majorettes .....	750.00
Middle School Majorettes .....	750.00

<b><u>Chorus</u></b>	
High School .....	980.00
Middle School.....	775.00
Westside Elementary School .....	425.00
Macclenny Elementary School.....	425.00

**Career and Technical Education Organizations**

<b><u>Agriculture</u></b>	
Vocational Agriculture High School (2).....	3,090.00
Vocational Agriculture Middle School (2).....	1545.00

<b><u>Future Homemakers of America (FHA)</u></b>	
High School .....	475.00

<b><u>Future Business Leaders of America (FBLA)</u></b>	
High School .....	450.00

<b><u>Additional CTE Organizations</u></b>	
Cooperative Education Club of Florida (CECF).....	450.00
HOSA.....	450.00
Vocational Industrial Clubs of America (VICA).....	450.00

<b><u>High School Class Sponsor</u></b>	
Senior Class Sponsor.....	625.00
Junior Class Sponsor.....	625.00
Sophomore Class Sponsor .....	325.00
Freshman Class Sponsor .....	325.00

**Annual Yearbook**

Yearbook-High School.....	1,500.00
Yearbook-Middle School.....	1,000.00
Yearbook-Intermediate School .....	700.00
Yearbook-Macclenny Elementary .....	600.00
Yearbook-Westside Elementary.....	600.00
Yearbook Pre-K Kindergarten Center.....	600.00

**Beta Club**

High School.....	525.00
Middle School.....	525.00

**STEM Robotics Club**

Macclenny Elementary.....	525.00
Westside Elementary.....	525.00
Keller Intermediate.....	525.00
Middle School.....	525.00

**Technology Student Association**

High School .....	450.00
Middle School.....	450.00

**Miscellaneous Student Clubs and Organizations**

Drama .....	3,000.00
High School High Q Club (2).....	650.00
Foreign Language Club .....	450.00
Bullying Prevention Club Sponsors – BCMS & BCHS .....	450.00
Video Productions.....	475.00
SWAT Coordinator.....	500.00
Air Force JROTC (2) .....	2,060.00

**Student Council**

High School .....	450.00
Middle School.....	450.00

**Future Educators Sponsor**

High School (1).....	1,545.00
Middle School (1).....	450.00

**"Just Say No" Club Sponsors**

Keller Intermediate (1).....	400.00
Westside Elementary (1).....	400.00
Macclenny Elementary (1) .....	400.00

**Youth Power Club Sponsor**

High School.....	300.00
Middle School.....	300.00

**Instructional Special Certifications, Specialists and Instructional Leadership**

**Director of Guidance**

High School (3).....	1,235.00
Middle School (2).....	1,235.00
Intermediate School (1).....	1,235.00
Macclenny Elementary (1) .....	1,235.00
Westside Elementary (1).....	1,235.00
Pre-K/Kindergarten Center (1).....	1,235.00
Occupational Specialist.....	1,235.00

**Chairpersons**

High School** .....	7,000.00
Middle School** .....	5,000.00
Intermediate School .....	3,400.00
Macclenny Elementary.....	3,400.00
Westside Elementary .....	3,400.00
Pre-K Kindergarten Center.....	3,400.00

**Special Programs**

Alternative Ed Supplement.....	1,545.00
Mental Health Counselor.....	3,000.00
Case Manager.....	3,000.00
National Board Certified Teachers.....	425.00
ESE Staffing Specialist.....	2,060.00
Teachers assigned full time to an alternative school setting.....	1,500.00
Special Olympics Coordinator .....	1,415.00
Behavioral Analyst (2).....	2,000.00
School Psychologist .....	6,000.00
School Wellness Coordinator.....	500.00
Occupational Therapist (1) .....	1,545.00
Health Services Specialist.....	1,545.00

**Miscellaneous Instructional Leadership**

Team Leaders -Middle School (4 or more) .....	350.00
Program Specialist (Title 1).....	1,030.00
Teacher on Special Assignments (4).....	2,575.00
Peer Teacher.....	625.00
School Activities Coordinator- High School.....	750.00
School Activities Coordinator - Middle School .....	250.00
***Computer Network Manager .....	1,030.00

**Speech**

Speech and Hearing Therapist (3) .....	3000.00
National Board Certification for Speech .....	425.00

**Enrichment**

Macclenny Elementary (3) .....	450.00
Westside Elementary (3) .....	450.00
Pre-K Kindergarten Center .....	450.00
Keller Intermediate (3) .....	450.00

**Bus Duty Supplement**

High School (1) .....	1,200.00
Middle School (1) .....	1,200.00
Intermediate School (5) .....	1,200.00
Macclenny Elementary (*) .....	1,200.00
Westside Elementary (*) .....	1,200.00
PK/Kindergarten Center (*) .....	1,200.00
Student Drop-Off/Pick-Up Duty, Baker County Middle School .....	1,200.00
Gate Keeper at Baker County High School (5) .....	1,200.00

Advanced Degree, held in individuals' area of certification, working the majority of his/her day in-field ..... 300.00

If the supplement duties impact what is taught in the classroom on a day to day basis, supplement will be paid bi-weekly. Otherwise, the total supplement amount will be paid at the end of the season or year.

- \* Number of positions subject to periodic adjustments as mutually agreed upon.
- \*\* For each school divide existing dollars pro rata based upon number of persons in department compared to number of persons in all departments.
- \*\*\* Limit to maximum of \$1,030 for each school that is networked (High School, Middle School, Westside Elementary, Macclenny Elementary, Keller Intermediate School, PK/Kindergarten Center)
- \*\*\*\* Football Coaches will be paid their supplement in two separate payments (30% Spring Ball / 70% Fall)
- \*\*\*\*\* These supplements will be paid for entirely from sponsor/booster funds. No funds will be used from the school district to pay these supplements or to run these programs.
- \*\*\*\*\* For purposes of dealing with a change in the transportation schedule, teachers at elementary schools shall be eligible to receive a supplement of \$1600.00 for working after contractual hours and missing afternoon planning time. This Supplement applies when a teacher completes more than 20 minutes of bus duty after their contractual time. After twenty (20) minutes on bus duty, as described above, teachers are eligible to receive

the new supplement. Elementary schools shall be capped at no more than four (4) teachers to receive the supplement.  
All other bus duty supplements will remain the same as in the contract.

### **Service Supplements for 2021-2022**

For the term of this contract, Teachers who have worked 99 or more days in Baker County during the preceding school year will maintain years of experience and will be paid an experience supplement to match the appropriate year of experience. The payment will be equal to that of one (1) year of recognized teaching experience. The experience supplement for 2021-2022 will be implemented and effective, beginning on July 1 through and including June 30 of the designated school year.

### **All instructional personnel will receive the service supplemental pay based on their years of experience:**

Employees who have completed 5 years of instructional service in the Baker County School District, shall receive an additional \$29.00.

Employees who have completed 6 years of instructional service in the Baker County School District, shall receive an additional \$129.00.

Employees who have completed 7 years of instructional service in the Baker County School District, shall receive an additional \$204.00.

Employees who have completed 8 years of instructional service in the Baker County School District, shall receive an additional \$279.00.

Employees who have completed 9 years of instructional service in the Baker County School District, shall receive an additional \$354.00.

Employees who have completed 10 years of instructional service in the Baker County School District, shall receive an additional \$150.00.

Employees who have completed 11 years of instructional service in the Baker County School District, shall receive an additional \$200.00.

Employees who have completed 12 years of instructional service in the Baker County School District, shall receive an additional \$250.00.

Employees who have completed 13 years of instructional service in the Baker County School District, shall receive an additional \$300.00.



**Employees who have completed 14 years of instructional service in the Baker County School District, shall receive an additional \$350.00.**

**Employees who have completed 15 years of instructional service in the Baker County School District, shall receive an additional \$500.00.**

**Employees who have completed 16 years of instructional service in the Baker County School District, shall receive an additional \$550.00.**

**Employees who have completed 17 years of instructional service in the Baker County School District, shall receive an additional \$600.00.**

**Employees who have completed 18 years of instructional service in the Baker County School District, shall receive an additional \$650.00.**

**Employees who have completed 19 years of instructional service in the Baker County School District, shall receive an additional \$700.00.**

**Employees who have completed 20 years of instructional service in the Baker County School District, shall receive an additional \$750.00.**

**Employees who have completed 21 years of instructional service in the Baker County School District, shall receive an additional \$800.00.**

**Employees who have completed 22 years of instructional service in the Baker County School District, shall receive an additional \$850.00.**

**Employees who have completed 23 years of instructional service in the Baker County School District, shall receive an additional \$900.00.**

**Employees who have completed 24 years of instructional service in the Baker County School District, shall receive an additional \$950.00.**

**Employees who have completed 25+ years of instructional service in the Baker County School District, shall receive an additional \$600.00.**

**All instructional personnel will be provided a salary calculation worksheet upon ratification.**

## Item 2-Part Time Teaching Salary Schedule

### **BAKER COUNTY PART-TIME TEACHING SALARY SCHEDULE**

<b>Years of Experience (In the area of current part-time teaching)</b>	<b>Bachelor's Degree (Salary Per Hour)</b>	<b>Master's Degree (Salary Per Hour)</b>	<b>Specialist Degree (Salary Per Hour)</b>	<b>Doctorate Degree (Salary Per Hour)</b>
<b>0 - 9</b>	<b>\$28.72</b>	<b>\$30.61</b>	<b>\$31.29</b>	<b>\$32.10</b>
<b>10 - 14</b>	<b>\$29.24</b>	<b>\$31.14</b>	<b>\$31.81</b>	<b>\$32.62</b>
<b>15 - up</b>	<b>\$32.24</b>	<b>\$34.13</b>	<b>\$34.81</b>	<b>\$35.62</b>

Board approved after school tutoring or direct instruction to students beyond the student day shall be paid at the teacher's hourly rate.

Instruction or presentation of an in-service workshop or the like shall be paid at the teacher's hourly rate when outside the normal contractual workday.

Preparation for workshops, writing projects, curriculum development, preparation of materials for in-service and the like shall be paid at the step 0 hourly rate. The number of preparation hours will be predetermined and board approved.

Teachers attending workshops shall be paid \$85.85 for ½ day (3.5 hrs) and 183.98 for a whole day (7.5 hrs to include a 30 min lunch).

### Item 3 -Instructional Support Personnel

Media Specialists, guidance counselors, and other instructional support personnel may work additional days if extra days are approved by the Principal, Superintendent, and the School Board.

### Item 4 -Beginning Teacher Program

Each Peer Teacher in the Beginning Teacher Program will receive release time, which will be given as determined by the building Principal, for each beginning teacher assigned to him/her.

In addition, each Peer Teacher will receive additional compensation for the assignment per the currently existing Supplemental Salary Schedule. No Peer Teacher shall be assigned more than one beginning teacher during any one school year except where reasonably necessary in the opinion of the Principal and/or Peer Teacher.

### Item 5 -Payment of Direct Deposits

Salaries for teachers shall be paid in twenty-six (26) direct deposits per year; each direct deposit equal to approximately one-twenty-sixth (1/26) of the annual salary. Payroll disbursement dates will be established to reflect a payroll

period ending every other Wednesday throughout the fiscal year. Direct deposits will be distributed on the second Friday following the close of the payroll period. A schedule of direct deposit disbursement dates will be sent to all schools and department heads on or about July 1 of each year. The last direct deposit covering work performed during the regular school year will be issued on the regular direct deposit date following the last day of post-planning. Direct deposit will commence July 1, 2019.

#### **Item 6 -Summer School Pay -Work Day**

Teachers will be paid for work in summer school based on the salary schedule and work day in effect at the time the work is performed. Summer school work shall be compensated on an hourly rate basis. The hourly rate will be computed on a seven hour, 30 minute work day for a 197 day year.

Summer school direct deposits will be issued on the regular payroll schedule as work is performed.

State mandates, infield certification, seniority, instructional performance at the work site, and recommendation of the department head/grade level chairperson shall be taken into consideration as a basis for hiring for summer school.

#### **Item 7 -Change in Deductions**

Any teacher may request and be granted a change in payroll deductions at any time there is a change in the teacher's need. Any insurance changes must be made in accordance with premium payments. All changes must be received by the Finance Department, in writing, two (2) days prior to the ending date of the payroll period.

#### **Item 8 -Contracts**

##### **A. Individual Contracts**

An individual salary contract will be made available to each returning teacher no later than July 1 for the subsequent school year providing that he/she has on file a valid certificate for that school year. A new teacher will be furnished a salary contract within twenty (20) working days following employment by the Board, and the filing of all credentials with the Finance Department. Individual contracts will be consistent with the terms and conditions of the Master Contract agreed upon between the Association and the Board.

##### **B. Probationary Teacher** – instructional personnel hired on or after July 1, 2011, who are new to the profession or new to the district will receive a probationary contract for the first academic year of service. Such teachers are subject under Florida Statute to two performance evaluations within the probationary year, as well as the following two years, if contract is renewed. At the conclusion of the first academic year, a teacher who is reemployed will receive an annual contract. Probationary Contract

employees may be dismissed without cause or may resign without breach of contract. A district school board may not award a probationary contract more than once to the same employee unless the employee was rehired after a break in service for which an authorized leave of absence was granted. A probationary contract shall be awarded regardless of previous employment in another school district or state.

Beginning July 1, 2011, each individual newly hired instructional personnel by the district school board shall be awarded a probationary contract. Upon successful completion of the probationary contract, the district school board may award an annual contract pursuant to State Statutes.

**C. Annual Contracts**

“Annual Contract” means an employment contract for a period of no longer than one school year which the district school board may choose to award or not award without cause. Such a contract may not be terminated prior to its terminal date except for just cause and with due process.

**D.** Annual contract teachers will be notified of renewal or non-renewal for the next school year two weeks prior to the last student attendance date. Any annual contract teacher not renewed may request a meeting with the Superintendent, and if they desire a representative of their choice.

**E.** A non-renewed annual contract teacher shall be granted an interview for any advertised vacant teacher position for which they hold the appropriate certification in the year immediately following the non-renewal. This provision only applies to teachers who have been rated overall effective or highly effective on the district performance appraisal evaluation system available at the time.

**F. Professional Services Contracts**

Professional Services Contracts, within the school district, will be recognized per Florida Statutes.

**G. Continuing Contract**

Continuing contracts are recognized per Florida Statutes.

**H. Contract Status**

The Board will grant teachers contract status in accord with Florida Statutes.

**Item 9 -Out of County/State Experience**

Instructional personnel, entering the Baker County School District and meeting the following qualifications, will be credited year-for-year experience (both in state and out-of-state) on a year-for-year basis:

1. Must hold a valid teaching certificate for the time to be credited;
2. Must have held a full-time, salaried position for the time to be credited (including job-sharing) in a public school, accredited private school or college/university;
3. Must have received a satisfactory evaluation for the time to be credited;

4. Retroactive experience pay will be for the current year, pending completed certification
5. Retirement Credit: Instructional personnel, entering the Baker County School District will be placed on Step 0, if the employee is receiving or has received retirement benefits from FRS Pension Plan, FRS Investment Plan or from another State retirement system.

#### **Item 10 -Military Experience**

Military experience shall be credited on a year-for-year basis for up to four years. Service shall be established from the date of full time active duty to the date of this discharge or release from duty and must be verified. The discharge or release from active duty must have been under honorable conditions. Effective date will be September 1, 1997.

#### **Item 11 -Attendance Incentive**

Teachers who do not use sick or personal leave during any nine weeks (9) shall receive an incentive of \$200 (before deductions) within thirty (30) working days of the end of the 9 weeks. To initiate the receipt of the incentive, teachers who qualify must notify their building principals, in writing or via e-mail, within ten working days of the end of the instructional quarter. Approved Temporary Duty Leave, Bereavement Leave, Compensatory Time, Approved Line of Duty Leave, and approved Association Leave shall not affect a teacher's perfect attendance. (Perfect attendance is defined as working all contractual days)

### **ARTICLE V -EMPLOYEE BENEFITS**

#### **Item 1 -Paid Legal Holidays**

- A. Teachers shall be granted six (6) paid legal holidays as part of the one hundred ninety-seven (197) day contract year. In order to qualify for holiday pay, a teacher must have worked the last work day preceding the holiday and the first work day following the holiday, unless the employee is on approved leave (e.g., TDA, paid sick leave or paid personal leave, illness in line of duty, military leave, annual leave, jury duty, witness duty or limited professional leave).

All 240 day employees will receive the Fourth of July as a paid legal holiday.

#### **Item 2 -Personal Leave Days**

Teachers will be granted six (6) days for personal leave for any reason, with compensation, provided that such leave is charged against accrued sick leave and will be counted in determining a year of service; provided further the total accrued personal leave shall not exceed six (6) days in any one school year.

**Item 3 - Hospitalization Medical Insurance Coverage, Dental Insurance Coverage and Vision Insurance Coverage**

All full-time teachers (six hours or more a day) will be covered by the School Board adopted health, dental, vision and life insurance policies. \*\* Teachers shall pay any difference in premium costs.

**Item 4- Group Term Life Insurance Coverage**

The Board shall provide, without cost to the employee, group term life insurance in the amount of \$10,000 for each full-time teacher per. Upon reaching 70 years in age, the policy will reduce by 50%, as mandated by the insurance carrier.

\*\*Medical premiums shall be stated in a separate document as part of the financial schedules.

**Item 5-Terminal Pay**

Any full-time employee shall be entitled to terminal pay for accumulated sick leave at the time that employee elects to receive normal or early retirement benefits or is approved for disability retirement benefits. Payment will be made to his/her beneficiary if service is terminated by death. Determination of such terminal pay may not exceed an amount determined as follows: During the first three (3) years of service, the daily rate of pay multiplied by 35% times the number of days of accumulated sick leave; during the next three (3) years of service, the daily rate of pay multiplied by 40% times the number of days accumulated sick leave; during the next three (3) years of service the daily rate of pay multiplied by 45% times the number of days accumulated sick leave; during the next three (3) years of service the daily rate of pay multiplied by 50% times the number of days accumulated sick leave; and during and after the thirteenth (13th) year of service, the daily rate of pay multiplied by 100% times the number of days accumulated sick leave.

**Item 6 -Retirement Insurance**

Beginning July 1, 1982, an employee with at least ten (10) years continuous service in Baker County immediately prior to retirement may, upon normal or early retirement as defined by Florida Statutes, continue coverage in the group hospitalization plan until age 65. Payment of any required premium will be paid each month by the retired employee. Lifetime benefits will continue for employees retired prior to October 1, 1982.

**Item 7 -Additional Retirement Benefit**

For a period from July 1, 2021 through June 30, 2024, any employee who is eligible for normal retirement under any State of Florida retirement plan, who retires from his/her position during that year, which he/she first becomes eligible for normal retirement, shall be paid an additional retirement benefit. This additional benefit will not be paid to an employee if he/she continues his

employment beyond the time he/she is eligible for normal retirement. Persons entered in the Deferred Retirement Option Program (DROP) shall not be eligible for the benefits described in this section.

“Normal retirement is defined as 62 years of age or 30 years of employment if enrolled in the Florida Retirement System (FRS) prior to July 1, 2011, or 65 years of age or 33 years of employment if enrolled in FRS on or after July 1, 2011.”

To qualify for the additional retirement benefit any employee must:

1. Have provided at least ten (10) years of continuous service to the district immediately prior to retirement;
2. Complete the necessary procedures including retiring effective at the end of the school year that the employee first becomes eligible.
3. Employees that have selected the FRS Investment Plan must show FRS documentation verifying retirement before receiving this additional retirement benefit.

The additional retirement benefit will be 50% of the employee's gross annual salary, excluding supplements or extra pay, during the fiscal year in which retirement occurs. Additional retirement payments shall be computed at retirement and paid upon verification of retirement with the State of Florida Division of Retirement.

It shall be the specific responsibility of each employee to determine his/her eligibility for regular retirement and to meet the requirements set forth for this one time additional retirement benefit. The School Board is held harmless for failure of an employee to follow this procedure.

#### **Item 8 -School Activities Pass**

Identification badges/keycard shall be issued to all Baker County Teachers and replaced as needed. Upon learning it is lost, it is the responsibility of the employee to report immediately to their supervisor. Employees are required to wear or have the badge on their person for security purposes. If the employee forgets to bring his/her badge to work they are to immediately inform his/her supervisor. The initial badge will be provided at no cost to the employee and will serve as an activity pass. The activity pass will provide general admission to any regular school activity or sporting event. A specified gate, to be predetermined by the Principal of the school involved, will be used by the teacher having an activity pass. This policy does not apply to "reserved" seating or to "state playoff events," only "general admission." The cost of a lost badge will be the responsibility of the teacher.

### **Item 9 -Job Sharing**

Job sharing is the dividing of responsibilities by two teachers over a one-year period.

The teachers will meet the following conditions:

1. Teacher participation is voluntary.
2. Principal approval is required.
3. The Superintendent will have final approval of job sharing programs.
4. Job sharing is done in semester blocks. Hours and responsibilities must be outlined in writing. It must be approved by the participating teachers and his/her Principal.
5. Each teacher will be provided a 99 day contract (includes 3 paid holidays). The teacher not under contract will be placed on personal leave without pay for the 97 days of the alternate semester. The teacher holding the original allocation will return to that position the following year unless otherwise agreed upon in writing by the Principal and the Superintendent. Both teachers shall be involved in designated student activities, i.e. open house, parent conferences, pre and post planning, field trips, and other special events.
6. Proposals for job sharing shall be developed and submitted by May 1 prior to the effective date.
7. Each teacher when possible will agree to substitute for the other teacher when absent. Each teacher will receive his/her regular rate of pay as per schedule.
8. The teacher will bear the total cost of his/her medical coverage while not at work.

### **Item 10 -Payment for Accrued Sick Leave**

Any employee who terminates from Baker County for any reason other than disciplinary proceedings has the option of retaining their sick leave balance or selling such days back to the district under the following conditions and at the rate listed below.

1. An employee must have six days of accrued sick leave to be eligible for buyout at termination.
2. An employee who completes the full contractual year must make application to sell such days:
  - a. Within 15 business days of the last student day, or
  - b. 15 business days of the district notifying any annual contract teacher of their non-renewal.
3. The rate of purchase would be 20% 0-3 years, 25% 4-6 years, 30% 7-10 years, 40% 11-12 years, 45% during or after the 13th year.



4. The school district shall budget \$15,000 for the sick leave buyouts described herein. Should the request exceed the amount allocated, the total amount will be prorated between the qualified applicants.
5. This section does not apply to employees being paid for sick leave as a part of their retirement processing. The schedule for their buyout is listed in Article V, Item 5.
6. If the employee chooses this payout option, the employee shall have a sick leave balance of zero (0).

#### **Item 11 – Bonus For Extra-Curricular Trips**

Employees that maintain a Class A or Class B CDL with Passenger (P) and School Bus (S) endorsements for the purpose of driving competitive teams and other approved extra duty trips for the Baker County School District will receive a \$600 bonus if they drive a minimum of ten (10) trips. This does not include transportation employees that are receiving compensation for extra-curricular trips according to the BCESP Contract. To initiate the receipt of the bonus, the employee who qualifies must notify the transportation director, in writing or via e-mail, within ten (10) working days of the end of the school year. The bonus will be paid no later than June 30<sup>th</sup> of each fiscal year.

### **ARTICLE VI -LEAVE OF ABSENCE**

#### **Item 1 -General Provisions**

The following provisions are established to protect the teachers' contractual relationship. Notice of absence shall always be in advance of the absence unless conditions beyond the control of the teacher make such advance notice impossible.

All requests for leave shall be made in writing on the prescribed leave form, setting forth the time frame and purpose of the leave, according to the following procedure:

1. The teacher submits request to his/her Principal or immediate supervisor for approval or disapproval.
2. On approval, the Principal forwards the leave request to the Superintendent for approval or disapproval.
3. On approval, the Superintendent forwards the leave request to the School Board, except where authority is granted otherwise for the approval of leaves.
4. The teacher is notified in writing of the action taken on the request.

Leave must be used for the purpose set forth in the leave application. If the leave conditions change, the teacher must file an amended leave request for approval according to the above procedure. Violation of the terms of the leave request subjects the teacher to termination of contract as provided by law.

### **Item 2 -Return to Duty after Leave of Absence**

Leaves of absence shall not be considered a termination of employment. Any person on a duly authorized leave of absence shall be entitled to return to the district in the same, or substantially similar, position held prior to his/her leave, unless otherwise stipulated in the approved leave. This will include approved leave due to the birth of a child.

### **Item 3 -Sick Leave**

Each teacher will be provided sick leave in an amount no less than that provided by Florida Statutes. Such sick leave shall include not less than one (1) sick leave day for each month of employment, with any unused sick leave days cumulative from year to year without limitation. Each teacher will be given four (4) sick leave days on the first day of employment, with one (1) day added each month until the maximum allowable sick leave days have been given for the contractual period.

A written doctor's explanation is not required for the first five (5) successive sick leave days.

Upon notification of his/her building Principal, a teacher who has been certified by a licensed practitioner as unable to perform his/her duties will be granted leave charged against his/her accumulated sick leave.

A teacher who is employed for summer school shall be granted the use of sick leave which was accrued during the regular school year, if that teacher is unable to perform his/her duties in the school because of illness, or because of illness or death of father, mother, brother, sister, husband, wife, child or other close relative or member of the teacher's household.

Each teacher employed during summer school shall be credited at the end of the first month of summer school with one (1) additional sick leave day.

School board employees are authorized to donate accrued sick leave to other school board employees, as well as to a spouse, child, parent, sibling, who is also a district school board employee in accordance with Florida Statute. The recipient may not use the donated sick leave until all of his/her sick leave has been depleted. Any employee who donates sick leave to another employee, other than a family member as specified in I.B., must retain a minimum number of eight (8) days. Any recipient of donated sick leave must provide medical documentation from the treating physician of the illness, accident, or injury for

which the donated sick leave is requested, and a signed release from the recipient to publicly request sick leave days from other employees. The recipient requesting donated sick leave days must initiate this process by completing all required paperwork and documentation before public request of donated sick leave days can be sent out. The treating physician documentation must verify the medical need to be absent from work. Regular maternity leave does not qualify for donated sick leave. To qualify for this process, the recipient must have a medically verified need of a minimum of five (5) consecutive sick leave days. Any unused sick leave shall be returned to the donor. Donated sick leave days cannot be carried over into the next school year. The donated sick leave has no terminal pay value for the recipient. Compensatory time (comp time) cannot be used with the sick leave process. The days shall be donated on a day-for-day basis without regard to the classification, rate of pay, or length of workday of either employee. Requests for donations of any sick days must be received by the Personnel Department no later than the Tuesday before the next payroll is due on Thursday.

#### **Item 4 -Illness-in-the-Line-of-Duty**

A teacher shall be entitled to a maximum of ten (10) days of illness-in-the-line-of- duty leave each school fiscal year when unable to perform his/her duties because of personal injury 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 School Board shall be used before charging any absence to regular accrued sick leave, provided that the following conditions are met:

1. The Principal or the Superintendent shall be notified as soon as the injury or illness occurs.
2. The teacher shall file a written claim signed by the Principal or the immediate supervisor for the attachment to the payroll report for the period in which the illness or injury occurred.
3. In case of injury, a certificate from a licensed physician may be required and in case of a claim relating to a contagious or infectious disease, the employee shall file a statement from a licensed physician certifying that the contagious or infectious disease was contracted at the school during the time the employee was engaged in school work.
4. After determining that the claim correctly states the facts and is valid, the School Board will approve the leave.
5. Any workers' compensation payment received by the teacher while he/she is on compensable leave shall be paid to the School Board by the teacher or the check received from worker's compensation shall be endorsed to the School Board.

#### **Item 5 -Extended Health Leave**

A teacher who is unable to perform the normal function and duty of his/her position because of personal illness or disability and who has exhausted all accumulated sick leave will be granted, upon written request and approval of the Board, extended health leave for the duration of the illness or disability. Such extended health leave shall be without pay and may be contingent upon medical evidence of illness or disability. The Board agrees to comply with the provisions of the Family and Medical Leave Act.

#### **Item 6 -Jury Duty or Court Leave**

Where a teacher is under subpoena for jury duty during the time he/she is engaged in regular professional duties and is not released from such duties, he/she may make application for temporary duty elsewhere. Upon approval by the Superintendent, the teacher will then be released from regular professional duties and will receive his/her regular pay and may retain the compensation received for jury duty.

Where a teacher is under subpoena as a witness in connection with his/her official duties or in a court action in which he/she is not a party to the litigation, and is not released from such duties in Court, he/she may make application for temporary duty elsewhere. Upon approval by the Superintendent, the teacher will then be released from regular professional duties and will receive his/her regular pay and may retain the compensation received from witness duty.

The teacher will furnish the Board a written statement as to the location, days, and hours of duty upon returning to regular assigned duties. If the teachers is released from jury duty before the end of their contractual day, they must return to work and complete their contractual time. The teacher will be entitled to a lunch break before returning.

#### **Item 7 -Professional Leave**

A teacher who finds it necessary to be absent from his/her duties for professional reasons may apply for professional leave with compensation, not to exceed five (5) days during the teacher's contractual year. Prior approval must be granted.

#### **Item 8 -Temporary Duty Elsewhere**

Teachers may be granted temporary duty assignments for the purpose of performing educational services other than regular duty, as assigned by the authorized administrative personnel. Such temporary duty shall be considered equal to the regular duties of the teacher and the teacher shall not be considered on leave.

#### **Item 9 -Military Leave**

Teachers who are members of the state and/or national armed services will be entitled to military leave, with pay, not to exceed 240 hours in any one annual

period. Such leave may be granted only when a contractual relationship exists between the School Board and its employee.

**Item 10-Bereavement Leave**

1. Bereavement leave of three (3) days shall be granted to any Baker County employee in the event of the death of father, mother, brother, sister, husband, wife, child. Also included will be the grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, step-father, step-mother, step-brother, step-sister, and step-child. This will be in addition to individual accrued sick leave.
2. This leave shall be granted upon request and may require the submission of a death certificate, or written documentation from the funeral director, or other documentation that enables the Superintendent or designee to make a determination that the leave is appropriate.
3. Bereavement leave is not accruable from year to year.
4. Bereavement leave must be used within 14 calendar days, excluding holiday breaks, of the death.
5. Such leave is not transferable.
6. Such leave is not redeemable.

**Item 11 -Sabbatical Leave**

Sabbatical leave will be allowed for full-time teachers under the conditions herein provided:

1. After each seven (7) consecutive years of satisfactory service to the district, a teacher may apply for a year's leave of absence for the purpose of professional improvement. Such authorized leave will not break continuity of service. A person on leave may request and may be granted sabbatical leave. A year of service for continuing contract purposes will be considered a year of service for the purpose of this rule.
2. Sabbatical leave for one-half year may be granted, provided that the applicant is eligible by formula with the further provision that such applicant not be eligible for additional sabbatical leave until eligibility has been re-established by rendering seven (7) more years of consecutive and satisfactory service.
3. Sabbatical leave will be granted to qualified applicant according to the following criteria:

- A. The number of sabbatical leaves granted shall not exceed one percent (1%) of the total number of full-time instructional positions in the district.
  - B. For each year in excess of seven, the employee shall accrue one point. Applicants shall be considered in descending order of accrued points.
  - C. An application for subsequent sabbatical leave after the first leave shall not be considered until all applications for a lesser number of sabbatical leaves have been considered.
  - D. In case applicants for sabbatical leave are tied in total points, a committee composed of two (2) appointees by the Superintendent and two (2) appointees by the President of the Association will review the applicants under consideration, and will forward their recommendation and vote record to the School Board.
4. A teacher on sabbatical leave shall receive one-half the contractual gross monthly salary according to the salary schedule; provided such payment shall not exceed a maximum equal to the annual payment of the beginning teacher. Payments shall not be made in excess of a contractual year. The maximum salary shall be the same for all personnel regardless of the number of contractual duty days. If it is determined that the employee is violating the conditions of his/her leave, salary payments shall be discontinued and the employee shall repay all prior payments that were improperly received. Moreover, the leave shall be terminated forthwith.
5. Sabbatical leave may be carried over from one school year into the next on a continuous basis not to exceed the duty days of the applicant for a year of work. The salary maximum shall change if there is a change in the beginning teacher's salary. Such leave commencing during a year of school shall not be granted until a suitable replacement is available for the position being vacated. Any carry-over from one school year of sabbatical leave will not result in an increase of the quota of leaves for the next year.
6. Sabbatical leave applications shall be filed with the Superintendent by no later than March 1 of each year.
- A. Any applicant for sabbatical leave shall submit information relative to the type of work to be pursued. The employee shall be required to take sufficient graduate work to be classified as a full-time student by the college or university of attendance.

Upon termination of the leave, proof that such graduate work has been completed shall be filed with the Superintendent.

7. **Sabbatical leave may not be counted as a year of service for continuing contract or salary purposes.**
8. **Nothing in this rule shall be interpreted to preclude the right of the Board to abolish a position or positions during the time that a person is on leave. In the event a position is abolished, the person, upon return to duty, shall be assigned to a substantially similar position as may then be available.**
9. **Any teacher granted sabbatical leave shall agree in writing to render under contract three (3) additional years of service following expiration of leave.**

**Failure to render such service shall require the teacher to refund to the School Board the full amount received during the time he/she was on sabbatical leave.**

## **ARTICLE VII -TEACHER RIGHTS**

### **Item 1 -Legal Assistance -Liability Protection**

**The Board will provide legal service for an employee who is charged with civil or criminal actions arising out of and in the course of performing assigned duties and responsibilities. However, in any case in which an employee pleads guilty or nolo contendere or is found guilty of any such action, the employee shall reimburse the Board for any legal services which the Board may have supplied pursuant to this item. (Refer to Florida Statutes)**

### **Item 2 -Teacher Protection**

#### **A. Against Assault**

**The Board will support a teacher who suffers assault while on school property or on a school sponsored activity and while acting in the discharge of assigned duties. When absence arises from such assault as verified in writing by a licensed medical physician, the teacher will be entitled to illness-in-line-of-duty leave as provided in Article VI, Item 4 of this contract.**

#### **B. Personal Property**

**A teacher may report any damage, loss or destruction of personal property which the Principal, in writing, has authorized the teacher to use in the performance of his assigned school duties in the school or on the school premises. However, prior principal approval is not required to cover damage caused to clothes, glasses and other items normally worn on the person in the function of their regular duties only if such damage is caused**

when the teacher is attempting to break up an altercation or is assaulted or touched. If the teacher was using suitable discretion and care, the Board, after having been presented replacement costs of the property by the teacher, will determine the worth of such property and reimbursement may be made under the following conditions: To qualify for reimbursement, the property must be worth more than \$5.00 and the maximum reimbursement shall not exceed \$700.

No payment will be made for items covered by insurance as recovered by lawsuit. Payments will not be made until the teacher has first exhausted all possibility of collecting such loss under other means.

### **Item 3 -Personnel Files**

All Personnel files will be kept in accordance to Florida Statutes 1012.31. When a public records review is requested regarding a personnel file, the employee shall be notified in a timely manner of such review.

### **Item 4 -Employee Discipline and Complaints**

Baker County School District will follow State Statutes regarding employee discipline as identified in 1012.34.

The Superintendent and his/her designee acting as an agent of the Board may discipline employees covered under this agreement. All reprimands, suspension with or without pay and dismissal must be for just cause. The employee in question shall be provided with all statements, complaints and/or concerns that allege a problem or rule violation.

In the event an educational leader deems it necessary to meet with an employee informally at a specific time and place for purposes of information gathering or information sharing, the employee will be provided a completed copy of Appendix A. The employee may have representation at this meeting.

If the educational leader determines there is a need to meet formally with an individual and the outcome of that meeting may have disciplinary implications, the educational leader will provide a completed copy of Appendix B.

The educational leader and the employee receiving the notice of the formal meeting will sign a copy of the form. The original will be retained by the educational leader and the employee shall be provided a copy.

1. Administrators/supervisors shall not reprimand or criticize an employee in the presence of the employee's colleagues, students, or in the presence of parents of such students. When reprimand or criticism is deemed necessary, it shall be made in a private conference, with discretion and out of public view and hearing. The following progressive steps must be followed in administering discipline, it being understood, however, that some more severe acts of misconduct may warrant circumventing the established procedure.



- a. Verbal warning
- b. Verbal Reprimand (site record only)
  - 1. No written conference summary is placed in personnel file
  - 2. The employee must be told that a verbal reprimand initiates the discipline process
- c. Written Reprimand (placed in personnel file)
- d. Suspension with or without Pay
- e. Termination

- 2. It shall be the objective of those taking disciplinary action, and of the employee, that they handle their roles by conducting themselves through proper and professional decorum to avoid embarrassment.
- 3. An employee who is summoned to the office of the Principal/administrator/supervisor or any district-level administrator for an investigatory conference or meeting, which may lead to disciplinary action which requires a completed copy of Appendix A or B, shall be given 24 hours notice and shall have the right to a representative of their choice. If a representative is not available for the conference/meeting, the conference/meeting shall be rescheduled to a time when such representation is available. If a representative is to be used, the Principal/administrator/supervisor shall be informed in a timely manner.
- 4. When the employee is to receive a written reprimand, a copy of the reprimand shall be provided to the employee promptly once it is finalized. The employee shall have the opportunity to make a written response to the reprimand within ten days of receiving a copy. A copy of the response shall be made to the Principal and/or an appropriate administrator. If any employee who is to receive a written reprimand is absent from work or cannot be located, a copy will be mailed to his/her last known address by certified mail, return receipt requested. The employee's signature indicates receipt only, not agreement with it.
- 5. Employees may be suspended with and/or without pay by the Superintendent for just cause pursuant to the progressive discipline policy.
- 6. When an allegation of wrongdoing or a complaint against an employee is investigated and could lead to disciplinary action, the employee shall be notified in writing of the nature of the complaint and shall have the opportunity to seek representation prior to any investigatory meeting. The employee shall have an opportunity to

respond in writing to the allegations or complaint during the investigation.

No complaint or reprimand shall be placed in a teacher's personnel file unless an investigation ensues and the complaint is substantiated. Teachers shall be notified of all complaints prior to the district initiating an investigation. Every effort shall be made to process parent/student concerns.

- The parent, and/or complainant, shall be encouraged to talk with the teacher first.
- If necessary, a conference with the parent, teacher, and principal shall be held. The teacher must be notified at least 24 hours in advance of the conference.
- In no case shall complaints or reprimands be placed in the file that are anonymous or are based on anonymous information

#### **Item 5 -Academic Freedom**

Teachers are assured the freedom to employ personalized methods of instruction which are conducive to the effective teaching of the school curriculum. Teachers are further assured the freedom to use their own professional judgment regarding the specific subject matter taught and the materials used in their attempts to attain the educational goals of the school's curriculum. Should any methods in instruction, subject matter, or materials be questioned by the administration, as to its effectiveness in attaining the goals of the curriculum, the responsible teachers are assured the opportunity to justify the methods or materials in question, in light of sound educational practices, and district and state guidelines.

#### **Item 6 -No Reprisals**

There will be no reprisals taken against any employee for utilizing the grievance procedure established in the collective bargaining agreement.

#### **Item 7 -Teacher Assessment**

- A. The assessment of the work of a teacher is the sole responsibility of the administration and may not be delegated to anyone in the instructional unit. The process of assessment is a continuous one and is not limited to a single observation or episode.
- B. The administration may use whatever form of data gathering instruments it desires. A copy of the evaluation form and any data gathering forms and procedures to be used will be provided to each teacher no later than 5 days after the first student contact day for that teacher unless extended by mutual consent in writing. Any teacher(s) employed after the first month shall receive the evaluation form and orientation within twenty (20) days after assuming their teaching responsibilities. Forms for recording observation data shall include the dates, start and ending times, and places

of such observation, and the evaluator's recommendations to the teacher. Following any written evaluation of an employee, he/she will receive a copy.

- C. Classroom and/or work site observations of less than 30 minutes will be considered informal and will not require the completion of a summative form. However, if in the opinion of the observer, feedback to the teacher is desirable, then a conference shall be held for that purpose. Such conference shall occur no later than 5 days after the observation. As a general rule, formal observations shall span at least 30 minutes in order to more effectively evaluate a teacher's performance.**
- D. If a deficiency is noted during a formal observation the evaluator shall explain to the teacher, through a personal conference, any areas of concern within five (5) working days of the observation. The teacher shall be given written notice, explanation, assistance, and a reasonable prescribed period of time to improve any area of concern on the final evaluation prior to having that area marked unsatisfactory. In the event a teacher receives a needs improvement on his/her final evaluation, written and supportive documents will be provided.**
- E. A copy of the final evaluation (domains 1-8) shall be given to the teacher no later than ten (10) working days after the final evaluation is conducted. If all indicators are within the Effective or Highly Effective ranges, the teacher will be given the option of meeting during the 10 day time limit or waiting until the data for Domain 9 is calculated, to complete the entire evaluation. This option will be initiated by the administrator within the 10 days through written communication between the evaluating Educational Leader and the teacher. Domain 9 results will be provided to teachers as soon as possible following the receipt of the state assessment scores.**
- F. Prior to the final day of the school year, the employee shall have the right to issue a written response to the evaluation based on domains 1-8 and shall have ten (10) working days after the receipt of domain 9 results to issue a response. The response(s) shall become a permanent attachment to the evaluation, which will be placed in the employee's file. Such signature by the teacher shall indicate only that the teacher has read the report and does not necessarily indicate agreement with its contents. In the event a teacher disagrees with the evaluation, he/she shall have the opportunity to respond in writing to any item or items within ten (10) working days of receiving the evaluation form. Any response shall be attached to the evaluation form retained by the Principal and to the copy placed in the teacher's personnel file. Nothing in this provision shall prohibit an employee's rights to submit written response to any item in their personnel file at any time.**

- G. When assigned out of field, the situational context of the teacher will be considered in the assessment.**
- H. Final evaluations for domains 1-8 Annual/PSC/CC employees will be completed by May 1 and submitted to the district for recommendation to the board. However, every effort will be made to complete sections 1-8 of the instructional evaluation instrument by April 1<sup>st</sup>.**
- I. The parties agree to form a committee to develop a peer assistance program. Four (4) teachers, selected by the Association President, and four (4) Administrators, selected by the Superintendent, will comprise the committee. The committee shall recommend a process, training modules, supplements, and implementation procedures as well as any other issues that need to be included in the program. Peer Assistance shall not be used for disciplinary or dismissal process.**

**Item 8 -Political Activity**

**The Board shall at all times recognize the constitutionally guaranteed right of its employees, either collectively or individually, to express their political opinions. However, employees shall not advocate or solicit support for any issue on any referendum matter in the presence of students during the regular workday. Nor shall any employees be casual agents of, or otherwise engage in, any activity having a primary effect of promoting division and dispute among the student population at any time on School Board property.**

**Item 9 -Teacher Right to Witness**

**In all conferences involving parents or administrators, teachers are entitled to request and have a witness of their choice present.**

**Item 10 -Reduction in Force:**

- A. If in the exclusive judgment of the Board, it is determined to reduce the number of teachers, the Board shall attempt to accomplish such reduction by attrition including volunteer resignations.**
- B. In the event it is determined a reduction in teachers shall occur, the Union President shall be given the opportunity to discuss such reduction with the Superintendent.**
- C. If workforce reduction is needed, a district school board must retain employees at a school or in the school district based upon educational program needs and the performance evaluations of employees within the affected program areas. Within the program areas requiring reduction, the employee with the lowest performance evaluations must be first to be released; the employee with the next lowest performance evaluations must be the second to be released; and reductions shall continue in like manner until the needed number of reductions has occurred. A district school board may not prioritize retention of employees based upon seniority.**

- D. Nothing herein shall prohibit teachers who have been reduced pursuant to this Article from seeking and/or accepting gainful employment elsewhere.
- E. Nothing in this Article shall be construed to prevent the Board from providing staff balances to comply with mandated programs or to preclude or overcome any form of illegal discrimination.

## **ARTICLE VIII -DUE PROCESS**

Teachers on Continuing Contracts (CC) and Professional Service Contracts (PSC) will be entitled to due process with respect to their employment status. The School Board may suspend or dismiss CC or PSC teachers from employment only for just cause as defined in Florida Statutes.

Probationary annual contract teachers are not entitled to due process or just cause. Annual contract teachers are entitled to due process during the terms of their contract.

## **ARTICLE IX -WORKING CONDITIONS**

### **Item 1 -Workday**

The teacher workday will be seven (7) hours and thirty (30) minutes per day, including a duty free lunch of at least thirty (30) minutes during the lunch serving time at each school. The time for lunch periods will be determined by the principal. The principal shall consider the desires of the employees when assigning duty. Under any circumstance which requires a teacher to surrender this duty free time, the teacher shall be given compensatory time. Compensatory time may be used during student contact time in 1/2 day increments or as entire work days; during non-student contact time, compensatory time may be used in half-hour intervals, with prior approval from the site supervisor. A teacher scheduled for lunch duty may allow another teacher to perform the duty. Only the teacher performing the duty will receive compensatory time. Compensatory leave may not be used to extend a holiday, nor during scheduled state assessment days during the period of which the teacher is assigned to administer or proctor the test, or may not be used in more than 2 day increments. Compensatory leave is capped at 40 hours and is not redeemable, transferable, or accruable from year to year. When a teacher plans on using compensatory time prior notification to the administration must be given and approved by the administrator. During the lunch period, any teacher(s) not on duty, will be free to leave the school grounds upon notification to the building Principal or his/her designee.

Upon completion of their instructional and designated responsibilities, instructional personnel may consider their working day concluded unless notification is given by the building principal.

Within the workday, a planning period of no less than forty-five (45) minutes will be provided for all teachers, the use of which would be the planning, preparation and evaluation of curriculum and classroom activities. The Board will make every reasonable effort to protect the integrity of a teacher's planning time. At least one (1) pre-planning day per year shall be unencumbered and every effort shall be made to provide as much unencumbered time to teachers as possible.

There shall be a planning day at the end of each nine weeks' grading period. Teachers shall have at least four unencumbered hours to work on grades, planning, and other activities necessary to start the next grading period. The remainder of the day may be used for faculty meetings, in-service and school improvement activities. Grades for each nine weeks shall be due no earlier than the end of that four hour time frame. The third nine weeks' planning day shall be totally unencumbered.

No more than one planning period in a two weeks' period may be used for any type of in-service activity.

#### **Item 2 -Teacher-Pupil Ratio**

Positions requiring certification shall be assigned to each school center in accordance with the standards of the Class Size Reduction Amendment for Florida.

#### **Item 3 -Teaching Load**

Every effort shall be made at the beginning of the school year or semester to provide for the heterogeneous distribution of regular education students on any grade level or specialized area in the elementary schools and by subject and level in the secondary schools with respect to class size, discipline history, and ability levels. While reasonable efforts should be made to maintain distribution levels as much as possible throughout the year, it is understood that mobility factors and the timely accessibility of student information will impact distribution equity.

#### **Item 4 -Vacancies and Promotions**

Vacancies for positions within the Baker County Public School System should be filled, as far as practical, from the ranks of School Board employees. Written notice of professional job openings requiring certification will be placed in the Association mailbox located in the county office unless other arrangements are made by the Association President. Any and all vacancies and promotions which may occur during the school year shall be posted by the District, on the District website, at least (3) working days prior to filling the

position. All professional employees may apply for any known vacancy within the school district and all applications will be considered by the Superintendent or designee. When hiring professional employees, the principal will make every effort to use the following factors: district-wide seniority, certification and qualifications (skill, preparation, training, ability/ instructional performance, and experience) in the hiring process. The ability and willingness to accept extra-curricular responsibilities may also become a factor when all other factors are similar.

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

All supplemental positions shall be posted in all county schools. The Association President shall be provided a copy of such job postings. Any teacher applicant shall be considered prior to filling such supplements.

#### **Item 5 -Transfers and Reassignments**

Transfers and reassignments of teachers may occur on a voluntary or on an involuntary basis:

##### **A. Voluntary Transfer and Reassignment Provisions:**

Teacher transfer and reassignment provisions are established, enabling any teacher seeking a transfer and/or a reassignment to be considered without any reprisals taken against him/her. A teacher, desiring a change in grade and/or subject assignment or desiring to transfer to another school center or position, shall file a written notice of such desire, providing one copy to the building principal(s) and one copy to the Association. Such requests shall be reviewed by the administration at least once each year.

When voluntary transfer and/or reassignment requests are acted upon, the administration will notify the teacher in writing of said action as soon as feasible after action is taken, but not later than seven (7) teacher workdays following action. In making transfers, the Principal will make every effort to use the following factors: district-wide seniority, certification and qualifications (skill, preparation, training, ability/ instructional performance, and experience) in the hiring process. The ability and willingness to accept extra-curricular responsibilities may also become a factor when all other factors are similar.

Any teacher denied a transfer subject to this article, will, within ten (10) teacher workdays, have the opportunity to meet with the Superintendent or his/her designee to advance the reasons as to why the transfer should be considered.

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

**B. Involuntary Transfer and Reassignment Provisions:**

When a transfer is deemed necessary, properly certified volunteers will be transferred or reassigned first under the provisions for voluntary transfers. In making transfers, the principal will make every effort to use the following factors: district-wide seniority, certification and qualifications (skill, preparation, training, ability/ instructional performance, and experience) in the transfer process. The ability and willingness to accept extra-curricular responsibilities may also become a factor when all other factors are similar.

When involuntary transfer or reassignment action is taken, the administration will notify the teacher in writing, stating the reason for the transfer as soon as feasible after said action, but no later than seven (7) workdays following the action. These provisions shall not be construed in such a way as to prohibit the Board from providing a racially balanced staff in each school.

**Item 6 -Before and After School Meetings**

Teachers shall not be required to attend pre -and post -teacher day functions except for the following:

- A. Any faculty or other meetings may be called at the discretion of the Principal. No more than one (1) of these meetings per month may exceed thirty (30) minutes beyond the teacher workday except in cases of emergency. Emergency is defined as something which cannot be reasonably anticipated in advance and would upset the smooth functioning of the school;
- B. Parent-teacher and student-teacher conferences. All concerned parties must have prior notification of at least twenty-four (24) hours and all must mutually agree to said conference date and time.

**Item 7 – Classroom Visits from Outside Parties**

Twenty-four hour prior notification will be given when a parent/legal guardian requests to visit their child’s classroom.

**Item 8 -Safe and Clean Conditions; Tobacco Free Workplace**

Teachers shall be furnished a safe and clean place of employment as defined in the laws of Florida and the United States, specifically Florida Statutes, and the Florida Workers' Compensation Act, Florida Statutes, which states, in part:



Teachers are responsible for the security and safety of students, but should it become necessary for a school to be placed under the control and management of an outside agency, teachers shall not be required to serve as security personnel.

In order to protect the health, safety and welfare of all employees in the Baker County School System, all uses of tobacco products in any form are prohibited in any district-owned facilities or on any district-owned grounds.

#### **Item 9 -Conference Rooms and Telephones**

- A. A conference room, not limited to conferences, and/or a lounge where the Board will request a facility reserved for teacher use, will be made available. Two non-student adult restrooms will be provided for teachers at each school center. Teachers may use School Board telephones for school business calls.
- B. All teachers shall have an operating system to communicate with the office in their classrooms or quads. Teachers shall be responsible for checking the system and reporting malfunctions, in writing (e-mail) and in a timely manner, to the building supervisor/designee.

#### **Item 10 -Teaching Materials and Supplies**

Every effort, within financial and spatial limitations, will be made to provide teaching materials and supplies when requested by the teacher through proper channels. Such materials and supplies should include but not necessarily be limited to the following:

1. Space for each teacher to store his/her instructional materials and supplies.
2. A chair, desk, and filing cabinet space for each teacher.
3. A copy of the Teacher's Edition of the state adopted text, if available through the publishers, used in each course the teacher is teaching.
4. Chalkboard/whiteboard space in each classroom.
5. A dictionary available in each classroom.
6. Books, paper, pencils, pens, chalk, erasers, and other such materials required.
7. All computers/printers, i.e. ink jets, shall be maintained in addition to regular classroom supplies.

#### **Item 11 -In-Service Training**

The use of in-service credit for re-certification purposes shall be at the discretion of the teacher. A teacher will not be required to attend in-service training beyond his/her regular work day or their contractual period.

Any teacher who agrees to prepare and present an In-Service Workshop will be compensated at the current instructional hourly rate approved for preparation time. The number of hours for preparation will be mutually agreed upon by the

teacher and the Director of In-Service prior to the beginning of such preparation. Also, if an In-Service Workshop is to be held beyond the regular work day or contractual period, each teacher will be compensated for the presentation at the current rate approved for this type of presentation.

**Item 12 -Substitutes**

A teacher will not be required to substitute in another teacher's class, except in case of an emergency as determined by the building Principal. Emergency is defined as something which cannot be reasonably anticipated in advance and would upset the smooth functioning of the school. No teacher will be required to perform such duty more than two (2) times in any one school year.

**Item 13 -Physical Examinations**

The initial physical examination for employment will be at the expense of the employee and submitted on forms provided by the School Board.

An employee having a positive tubercular test may be protected under the Americans with Disabilities Act (ADA). The Board in accordance with the ADA will determine if such employee is otherwise qualified and not a direct threat or significant risk of substantial harm to the health or safety of teachers or others that cannot be eliminated by reasonable accommodation. The following factors, based upon objective medical evidence, will be considered:

1. The duration of the risk (how long is the carrier infectious)
2. The nature and severity of potential harm (how the disease is transmitted and what is the potential harm to third parties)
3. The likelihood that the potential harm will occur
4. The imminence of the potential harm.

**Item 14 – Nursing Mothers**

Pursuant to School Board Policy, the district shall provide reasonable break time, including classroom coverage if needed, for a nursing mother to express milk for her nursing child for one year after the child's birth, however, this must be coordinated with the site supervisor.

**ARTICLE X -STUDENT DISCIPLINE / AUTHORITY OF TEACHERS**

Subject to Florida Statutes and to School Board Policy, each employee shall have such authority for the control and discipline of students. The School Board and the Association recognize that the teacher must be given firm and consistent administrative support in the handling of discipline problems in the maintenance of good order necessary in proper performance of duty.

The Principal shall have the right to exclude from the class, based on the recommendation of the classroom teacher, any student who is detrimental to the

learning atmosphere of the classroom. Such suspensions will be within the limits of the law.

Before the student is returned to the classroom, disciplinary action will be taken. Efforts will be made to assure the teacher that the disruptive behavior will not be repeated. No student will be returned to class without the written re-admittance, as a courtesy to the teacher. The disciplinary action taken by the Principal or his designee will be noted in a timely manner.

If no improvement in the student's behavior is evident, the teacher shall have the right to again send the student to the office designated to handle discipline problems. After the student's second suspension by the Principal, based on the teacher's recommendation, the student should not be returned to the class room until the Principal is satisfied the disruptive behavior of the child will not reoccur. If, after this, no improvement of the student's behavior is evident, both the teacher and the Principal should consider alternative means of discipline.

"Alternative Programs" will be considered and implemented when funds are available to deal with the rehabilitation of disruptive children with the specific goal of returning the child to the regular classroom. Such programs shall be reviewed by the individual faculties with recommendations presented to the Board concerning the implementation of such programs.

At the beginning of each school year, employees shall be provided a copy of the law which refers to the Authority of Teacher.

## **ARTICLE XI -TEACHER INVOLVEMENT IN SCHOOL PROGRAMS AND PLANNING**

### **Item 1 – School Advisory Committee(s)**

Provisions will be established at each school by the building Principal and his/her faculty to include teacher recommendations in matters pertaining to textbook selection, curriculum materials, courses of study development, educational specifications for school buildings, classroom equipment, program changes, discipline and student activities.

The school advisory council/committee will have the opportunity to participate in the following areas of discussion, including but not limited to:

1. School budget expenditures;
2. Curriculum development and materials;
3. Discipline procedures;
4. Innovative methods and techniques.

The Superintendent, or a designee, and the president of the Association, or a designee, shall serve as ex officio members to each school advisory council and shall review recommendations prior to their submission.

The School Board may request waivers of any provisions of D.O.E. rules provided such waiver is not contrary to the terms of the collective bargaining agreement. Upon request, the association shall be supplied a copy of any such granted waivers.

**Item 2 – Calendar Committee**

Equal representation of Baker County teachers, as assigned by the Association President, will meet in an advisory capacity, along with the duly authorized administrative personnel responsible for school calendar formation for the upcoming year, to jointly recommend the establishment of such calendar.

**Item 3 – Collaborative Action Team**

There will be a School Board Association/Collaborative Action Team comprised of one teacher from each school and an equal number of employer members. The teacher members of the committee will be appointed by the Association President and the School Board will designate its members. The committee will designate its own chairperson and secretary. The committee's function will be to recommend and advise. This committee will cover the following area: Discussion of problems and objectives of mutual concern. The committee will determine its own rules of operation, the frequency of meetings and the time of meetings. The recommendations of this committee shall be submitted to the Superintendent, the School Board, and the Association President and the Union in writing by the chairperson of this committee.

**Item 4 – Insurance Committee**

An insurance committee of thirteen (13) shall be formed to review and analyze the district health insurance plan and any other insurance plan or options, and make recommendations to the Superintendent. This committee will be comprised of six (6) administrators appointed by the Superintendent, three (3) teachers, and three (3) non-instructional staff appointed by the Association presidents. This committee will meet at least once per quarter during the school year. There will be two at-large retirees (teacher, non-instructional, or administrator) appointed to the committee. One will be appointed by the Superintendent and one by mutual agreement by the Association presidents. The two appointed retirees will alternate voting each year if an at-large vote is required. BCEA will be updated regularly by their respective committee members. The insurance committee will update and report to BCEA the committee's recommendation that will be presented to the Superintendent.

**Item 5 – Assessment Committee**

An Assessment Committee shall be comprised of twelve (12) members of equal representation from the Association and the Superintendent. This committee shall meet as needed and will commence when notice is provided to either the BCEA president or the Superintendent. This committee shall also conduct periodic reviews of the assessment procedures, evaluation instruments, and shall

report the results of their review to the President of the Association and the Superintendent.

**Item 6 – Labor Management Committee**

Attempts to resolve labor management issues should originate at the school/cost center site with the site based leadership. If unresolved, the Superintendent and/or designee agree to meet with the Union President and/or the Executive Director as needed, to discuss labor management issues. Also, problems that can't be resolved at this meeting will be referred to CAT team.

**ARTICLE XII -ORGANIZATIONAL RIGHTS**

**Item 1 -Representation at School Board Meetings**

An Association representative will be released, with pay, to attend regular Board meetings. The building Principal and his/her school staff will cooperatively arrange, in advance, for the classroom replacement of the Association representative at no cost to the Board.

**Item 2 -School Board Agenda**

Written School Board meeting agenda with all supporting documentation will be placed in the Association mailbox located in the County Office. Placement date will coincide with public postings of School Board meetings, as specified in the Administrative Procedures Act of the State of Florida.

**Item 3 -School Board Minutes**

Copies of the unofficial School Board minutes will be placed in the Association mailbox located in the County Office on the same day said minutes are provided to Principals and other administrative staff.

**Item 4 -Financial Information**

A single copy of the same financial information which is provided the School Board will be provided to the Association. Such information may be provided at either the official School Board meeting or through the Association mailbox located in the County Office.

The Association agrees to furnish the Board with a single copy of any financial information received by the organization which is pertinent to the operation of schools.

**Item 5 -Dues Deduction**

Teachers have the right of continuous payroll deduction for Association dues, and programs approved by the Board. The following stipulations pertain to dues deductions:

1. Association members will authorize dues deductions by presenting an authorization card to the employer.

2. The uniform amount specified will be deducted from paychecks in twenty-four (24) equal installments.
3. The Association will notify the business office, in writing, no later than September 15, of the dollar amount of the deduction.
4. Any teacher may stop dues deductions by written request thirty (30) days prior to payday.
5. The Board will notify the Association of any cancellation of Association dues deductions upon receipt by the Board of notification of such cancellation by sending a copy of cancellation request to the Association.

#### **Item 6 -Payroll Deductions**

No service charge will be levied for any School Board approved payroll deduction(s) a teacher wishes to declare.

#### **Item 7 -Use of Bulletin Boards and School Mailboxes**

The Association shall be provided sole use of at least one (1) bulletin board and use of school mailboxes and inter-office mail as designated by the building Principal in each school center. The Association agrees that it shall use bulletin board space and mailbox space, provided as above, only for the following purposes:

1. Notices of Association meetings
2. Association elections
3. Reports of Association committees
4. Rulings and policies of the Association
5. Recreational and social affairs of the Association
6. Notices of public meetings
7. Association news releases

Copies of all materials and announcements will be submitted to the building Principal prior to the posting. No materials, notices, or announcements shall be posted or placed in school mailboxes by the Association which contains anything adversely reflecting upon the Board, its employees, or the organization among its employees.

#### **Item 8 -Released Time for President**

The President of the Association, or one member of the Association appointed by the President during his/her absence, may conduct affairs of the organization on his/her non-teaching hours. When such activities require the president to leave his/her assigned school or to visit other schools, he/she shall notify both school principals or their designees of his/her intended travel itinerary. The President or designee shall be permitted to see teachers during their non-student contact time only with permission of the teacher's building principal.

The Association President shall be granted up to eight days of paid temporary duty with the approval of his/her principal. Such time shall be used to visit members within the various worksites, conduct meetings, etc. The Association agrees that such time will not be taken on days that interfere with activities within the schools such as testing, faculty meetings, etc., without the principal's approval. The Association shall provide the principal with at least two (2) days notice of such leave unless the principal agrees to waive such notice. To the extent possible, such time will be taken when the President does not have students assigned to him/her.

**Item 9-Organizational Meetings**

The Association may use school buildings for conducting business of the Association, with prior notification and approval of the building Principal provided, however, that such meetings do not interfere with the normal school operation.

**Item 10 -Leave to Attend State Affiliate Meetings**

Professional leave will be granted to as many as seven (7) official Association delegates for the purpose of attending the annual state parent organization (FEA) meeting. Such leave, not to exceed two days in any one school year shall be requested in writing from the Superintendent. The Association agrees to pay for the seven substitutes required in order to release the seven delegates.

**Item 11 – Bargaining Unit Information**

The Association will be provided an updated list of all employees in the bargaining unit three (3) times a year (September 1<sup>st</sup>, November 1<sup>st</sup>, and March 1<sup>st</sup>). Such list shall include the name, address, phone number, hire date, work site, and membership status of every member of the bargaining unit. List shall be provided electronically.

**ARTICLE XIII -GRIEVANCE PROCEDURE**

All employees shall have the right to file a grievance under this Agreement without regard to membership, or non-membership, in the Association. All members of the Association shall have a right to Association representation at all levels of this procedure in accordance with Association policies. The Association shall also have the right to be present at all levels of this procedure regardless of membership.

The Board also has the option of representation at its expense, at any level. When a teacher has a grievance, every effort shall be made to arrive at a satisfactory solution to the problem on an informal basis. The grievance for any teacher employed by the Board shall be as follows:

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise concerning this Agreement. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate.**
- 1. The term "days" when used in this Article shall mean normal employee workdays.**
  - 2. "Employee" shall mean a member of the bargaining unit.**
  - 3. "Administrator" shall mean immediate supervisor, principal of the school or supervisor of a work center, or their designee.**
  - 4. "Grievant" shall mean employee.**
  - 5. A grievance shall be an alleged violation, misapplication or misinterpretation of the expressed terms of this Agreement.**
- B. All grievances shall be brought to the attention of the appropriate principal or supervisor within fifteen (15) workdays of the incident or they will not be considered.**
- C. A formally written grievance shall contain the following:**
- 1. Signature of the grievant;**
  - 2. Grievance shall be specific and related to contractual provisions alleged to have been violated;**
  - 3. A synopsis of the facts giving rise to the alleged violation must be included;**
  - 4. The section or subsections of this contract alleged to have been violated is to be listed;**
  - 5. It shall contain the date of the alleged violation;**
  - 6. It shall specify the specific relief requested.**
- D. When the presence of an employee or a key witness at a grievance hearing is requested by either party, illness or other incapacity of the employee or key witness shall be grounds for any necessary extension of grievance procedure time limits.**
- E. 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.**
- F. Any investigation or other handling or processing of any grievance shall be conducted so as to result in minimal interference with or interruptions of the grieving employee's assigned duties. Other employees will not be involved in the process while on duty unless under the provisions of E above.**



- G. All grievances must be processed through the grievance procedure. 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. Any employee who disagrees with the implementation of the adopted process and/or procedures of the employee assessment (relating to SB736) may file a grievance as outlined in this article.**
- H. It is expressly agreed that the following matters shall not be the basis of any grievance filed under the procedure outlined in the Article.**
- 1. Any matter involving substance (content) of employee evaluations.**

**I. Informal**

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

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

**J. 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 by the Board (see page 51) with copies as indicated on form. 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 the decision of the administrator, it may be submitted to the Superintendent or his/her designee within five (5) workdays of Step One. The Superintendent, or his/her designee, and the aggrieved employee, and his/her representative(s) shall meet within a**

reasonable time, not to exceed five (5) workdays in an attempt to resolve the matter. The Superintendent shall communicate his/her decision, in writing, to the aggrieved employee and the Association within five (5) workdays after the meeting.

**Step Three:**

Upon mutual agreement of the parties, the grievance may be submitted to grievance mediation prior to submitting the grievance to arbitration. When the parties agree to submit the grievance to mediation, the timelines are waived until the mediation process is concluded. A request for a mediator will be made to Federal Mediation and Conciliation Service (FMCS) within ten (10) workdays unless both parties mutually agree to make a request for another mediator, within ten (10) workdays.

If the employee is not satisfied, he/she must choose either a hearing before the Board or arbitration. Whichever method the employee chooses, the decision of the Board, or arbitrator, (whichever is applicable) will be final. If the employee chooses to have a hearing with the Board, the Board shall hold a hearing no later than twenty (20) workdays after receiving the request. 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.

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

- K. 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.**
- L. 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.**
- M. The arbitrator shall have no power to alter, add to, subtract from, disregard or modify any of the terms of the Agreement.**
- N. The arbitrator's powers shall be limited to deciding whether the express articles of this Agreement have been violated, misinterpreted or misapplied.**

- O. 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.**
- P. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation that he may have received during the period of the back pay.**
- Q. 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.**
- R. If the grievance arises from an action of authority higher than the principal of a school, the employee may present such grievance at Step Two of this procedure.**
- S. If a grievance affects employees at more than one school/work site, the Association President/Designee may file a class action grievance at Step Two of this procedure. The Association President/Designee may also file at Step Two a class action grievance of any alleged violation, misapplication or misinterpretation of rights specifically granted the Association in this Agreement. Any class action grievance will be signed by the Association President.**
- T. If the same grievance affects more than one employee at the same school/work site, an Association Building Representative may file a class action grievance on behalf of the employees at Step One of this procedure.**
- U. Separate grievances filed under this Agreement which do not qualify as "class action" under S. and T., will be handled separately and not combined for arbitration.**
- V. Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.**
- W. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee to lodge an appeal at the next step of this procedure, but any grievance not advanced from one step to the next within the time limits of that step, shall be deemed resolved by the Administrator or the Board's answer to the previous step.**

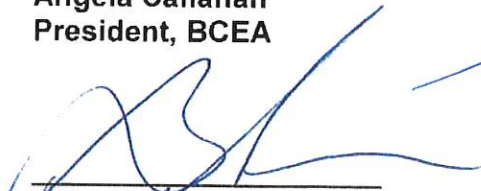
**ARTICLE XIV -SAVINGS CLAUSE**

Should any provision of the Agreement be declared illegal by a court of competent jurisdiction, then shall such provision be null and void and be renegotiated and made a part hereof as an appropriate amendment of this contract. All other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

**FOR THE TEACHERS**



**Angela Callahan  
President, BCEA**



**Brittni Wegmann  
Chief Negotiator**

**FOR THE BOARD**



**Leonard Dietzen  
Chief Negotiator, BCSB**



**Baker County School Board**



**Baker County School Board**

PRESENTED AND APPROVED  
IN OPEN BOARD MEETING

FEB 07 2022

MIN BOOK # 9  
MIN BOOK PG #

**AGREEMENT BETWEEN THE BAKER COUNTY EDUCATION ASSOCIATION AND  
THE BAKER COUNTY SCHOOL BOARD**

**In the event that a financial situation (short fall or wind fall) occurs during this contractual time that would jeopardize the ability to honor the terms of the contract or would create the ability to enhance the terms of the contract, the Association and the BCSB will agree to return to the table for renegotiations.**

**MEMORANDUM OF AGREEMENT  
2021-2022**

**The School Board of Baker County and the Baker County Education Association agree to the following:**

**The following employees will be paid a supplement from the Federally-funded IDEA Grant. Amounts may vary in the future based upon the IDEA grant being approved.**

**ESE Classroom Teachers @\$1200/yr.  
Speech Pathologists @ \$1200/yr.**

**Memorandum of Understanding  
SWAT Coordinator 2021-2022**

**This memorandum of understanding is to add a SWAT (Students Working Against Tobacco) coordinator supplement at the High School and Middle School in the amount of \$500.00. The coordinator will oversee the SWAT component of the Baker County Health Department Tobacco Prevention Program and be responsible for maintaining the local SWAT chapter.**

## **MEMORANDUM OF UNDERSTANDING Covid19 Bonus/Relief Payment**

**WHEREAS, BCSB and BCEA recognize the additional work employees have been tasked with during the re-opening of school during the pandemic. This additional work has been recognized by the Governor and legislature through the \$1,000 award of nonrecurring bonus/relief payment to only a subgroup of district employees; and**

**WHEREAS BCSB and BCEA believe that all instructional employees should be included in this benefit and accordingly desire to offer premium pay to full time instructional employees who are excluded from the bonus provided in SB 2500;**

**THEREFORE, the parties agree to nonrecurring net premium pay in the amount of \$1,000 to those employees in the bargaining unit not funded from the Governor's award on the terms and conditions set forth herein.**

- 1. Teachers under contract as of May 28, 2021 and under contract at the time of ratification for the 2021-2022 school year, will be eligible for the payment.**
- 2. Teachers receiving a bonus/relief payment from the Governor's award or the Office of Early Learning will not be eligible for the district funded payment.**
- 3. Teachers on leave of absence must have been present for one day during either the October 2020 or February 2021 FTE survey during the 2020-2021 School Year to receive this payment.**
- 4. The payment shall be in the gross amount of \$1,306.17 so that the employee will net a \$1,000 payment accordingly.**
- 5. This payment is contingent upon the approval of the district's amendment to the Lump Sum ESSER II Grant.**

## **MEMORANDUM OF UNDERSTANDING COVID-19 Closing the Gap BONUS.**

**The intent of this memorandum is to provide all instructional staff with a one-time \$1000 bonus from the District. This bonus will be subject to taxes.**

**This agreement is to reward all personnel employed during the 2021-22 school year and who are currently employed at the time of ratification.**

**The following language reflects the parties' agreement:**

- 1. Only instructional personnel that were employed after July 1, 2021, and are still employed at the time of ratification will receive the \$1000 District Bonus and;**
- 2. The District Bonus is contingent upon approval through American Rescue Plan (ESSER III) funding.**

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

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

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

**HOME ADDRESS:** \_\_\_\_\_ **HOMEPHONE:** \_\_\_\_\_

**STEP 1, 2, 3 (please circle the appropriate step)**

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

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

**OF AGREEMENT BETWEEN THE \_\_\_\_\_ ASSOCIATION AND THE DISTRICT  
SCHOOL BOARD OF BAKER COUNTY, FLORIDA.**

**STATE OF GRIEVANCE (INCLUDE STATEMENT FOR EACH ARTICLE and STEP 1, 2, 3)**

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

**RELIEF SOUGHT (FOR EACH ARTICLE and STEP 1, 2, 3)**

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

\_\_\_\_\_  
**(SIGNATURE)**

\_\_\_\_\_  
**(DATE)**

**DEPOSITION OF ADMINISTRATOR (FOR EACH ARTICLE and STEP 1, 2, 3)**

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

\_\_\_\_\_  
**(SIGNATURE)**

\_\_\_\_\_  
**(DATE)**

**Copy to: Administrator, Association, Grievant, Superintendent**

**APPENDIX A**

**INFORMAL MEETING INFORMATION**

**Meeting Date:** \_\_\_\_\_

**Meeting Place:** \_\_\_\_\_

**Meeting time:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Subject/Purpose of Meeting (information gathering/sharing)**

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

**I understand that I have the right to have a person of my choosing present during the course of the meeting described above. I have read and understand this form.**

**Signature of person receiving this form:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature of person delivering this form:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Employees represented by the Collective Bargaining Agreement shall have the right to representation during any examination, interview or meeting with school board administrators. Should the employee desire representation, the administrator shall be informed accordingly. If the employee requests representation during a meeting, the administrator is required to stop the meeting immediately. At such time, the employee shall contact a representative of their choice and the meeting shall be rescheduled when their representative is available.**



**APPENDIX B**

**FORMAL MEETING INFORMATION**

**Meeting Date:** \_\_\_\_\_

**Meeting Place:** \_\_\_\_\_

**Meeting time:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Subject/Purpose of Meeting (information gathering/sharing)**

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

**I understand that I have the right to have a person of my choosing present during the course of the meeting described above. I have read and understand this form.**

**Signature of person receiving this form:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature of person delivering this form:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Employees represented by the Collective Bargaining Agreement shall have the right to representation during any examination, interview or meeting with school board administrators. Should the employee desire representation, the administrator shall be informed accordingly. If the employee requests representation during a meeting, the administrator is required to stop the meeting immediately. At such time, the employee shall contact a representative of their choice and the meeting shall be rescheduled when their representative is available.**

**APPENDIX C**

**Change of Contract Request**

**I am requesting to be placed on the Performance-Based Salary Schedule. I understand that I am forfeiting my Professional Services Contract and will be placed on an Annual Contract. I realize this decision is irrevocable.**

\_\_\_\_\_  
**Instructional Employee's Name**

\_\_\_\_\_  
**Date**

**NOTARY PUBLIC  
STATE OF FLORIDA, COUNTY OF BAKER**

**The foregoing instrument as acknowledged to and before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_ as identification.**

\_\_\_\_\_  
**Notary Public  
My Commission Expires:**

**Notary Stamp:**

**BAKER COUNTY SCHOOLS**  
**2021-2022 Insurance Health Care Premiums**

	Monthly Cost	Board Contrib.	Employee Pays	Ded. From Each Check
<b>FL BLUEOPTIONS PPO 5774</b>				
Single Coverage	\$ 818.44	\$ 535.02	\$ 283.42	\$ 141.71
Employee & Spouse	\$ 1,474.64	\$ 688.86	\$ 785.78	\$ 392.89
Employee & Children	\$ 1,342.86	\$ 657.36	\$ 685.50	\$ 342.75
Family Coverage	\$ 1,946.46	\$ 802.20	\$ 1,144.26	\$ 572.13
E/E Family Coverage	\$ 1,946.46	\$ 1,211.12	\$ 735.34	\$ 367.67
E/E Spouse Coverage	\$ 1,474.64	\$ 963.90	\$ 510.74	\$ 255.37
<b>FL BLUECARE HMO 62</b>				
Single Coverage	\$ 741.72	\$ 535.02	\$ 206.70	\$ 103.35
Employee & Spouse	\$ 1,336.36	\$ 688.86	\$ 647.50	\$ 323.75
Employee & Children	\$ 1,216.92	\$ 657.36	\$ 559.56	\$ 279.78
Family Coverage	\$ 1,763.90	\$ 802.20	\$ 961.70	\$ 480.85
E/E Family Coverage	\$ 1,763.90	\$ 1,211.12	\$ 552.78	\$ 276.39
E/E Spouse Coverage	\$ 1,336.36	\$ 963.90	\$ 372.46	\$ 186.23
<b>FL BLUEOPTIONS PPO 5301</b>				
Single Coverage	\$ 704.44	\$ 535.02	\$ 169.42	\$ 84.71
Employee & Spouse	\$ 1,269.22	\$ 688.86	\$ 580.36	\$ 290.18
Employee & Children	\$ 1,155.78	\$ 657.36	\$ 498.42	\$ 249.21
Family Coverage	\$ 1,675.28	\$ 802.20	\$ 873.08	\$ 436.54
E/E Family Coverage	\$ 1,675.28	\$ 1,211.12	\$ 464.16	\$ 232.08
E/E Spouse Coverage	\$ 1,269.22	\$ 963.90	\$ 305.32	\$ 152.66
<b>FL BLUECARE HMO 128/29 (HSA)</b>				
Single Coverage	\$ 564.86	\$ 535.02	\$ 29.84	\$ 14.92
Employee & Spouse	\$ 1,017.64	\$ 688.86	\$ 328.78	\$ 164.39
Employee & Children	\$ 926.76	\$ 657.36	\$ 269.40	\$ 134.70
Family Coverage	\$ 1,343.28	\$ 802.20	\$ 541.08	\$ 270.54
E/E Family Coverage	\$ 1,343.28	\$ 1,211.12	\$ 132.16	\$ 66.08
E/E Spouse Coverage	\$ 1,017.64	\$ 963.90	\$ 53.74	\$ 26.87
<b>Baker Co. Self-Funded Program</b>				
Dental-Single	\$ 35.70	\$ 12.70	\$ 23.00	\$ 11.50
Dental-Family	\$ 78.18	\$ 12.70	\$ 65.48	\$ 32.74
<b>HIP - Colonial</b>				
Employee	\$ 55.55	\$ 50.55	\$ 5.00	\$ 2.50
Employee & Spouse	\$ 120.10	\$ 95.10	\$ 25.00	\$ 12.50
Employee & Child(ren)	\$ 83.20	\$ 58.20	\$ 25.00	\$ 12.50
Employee & Family	\$ 147.55	\$ 122.55	\$ 25.00	\$ 12.50
<b>SHORT-TERM DISABILITY - SunLife</b>	\$ 9.80	\$ -	\$ 9.80	\$ 4.90
<b>VISION SERVICE PLAN</b>				
Single Coverage	\$ 8.58	\$ -	\$ 8.58	\$ 4.29
Employee & Spouse	\$ 13.74	\$ -	\$ 13.74	\$ 6.87
Employee & Children	\$ 14.02	\$ -	\$ 14.02	\$ 7.01
Family Coverage	\$ 22.60	\$ -	\$ 22.60	\$ 11.30
Optional Life Insurance: \$10,000.00 to \$500,000.00 Coverage--Varies by Age				

H: Premiums for 2021-2022