MASTER CONTRACT

2025-2029

Between

JACKSON EDUCATIONAL SUPPORT PROFESSIONAL ASSOCIATION

JACKSON COUNTY SCHOOL BOARD

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

Table of Contents

Article 1: Recognition 2
Article 2: Negotiations Procedure 3
Article 3: Grievance Procedure 4
Article 4 Employee Status/ Fair Dismissal 6
Article 5: Employee Rights 10
Article 6: Association Rights 11
Article 7: Hours 13
Article 8: Paid Leaves 14
Article 9: Unpaid Leaves 17
Article 10: Sick Leave Bank 18
Article 11: Insurance 21
Article 12: Employee Evaluation 22
Article 13: Transfers and Vacancies 23
Article 14: Reduction in Personnel 25
Article 15: Professional Compensation 26
Article 16: Terminal Pay 28
Article 17: Duration 29
Addendum A: Health Insurance Rates 30

ARTICLE 1: RECOGNITION

1.1 The Board recognizes the Union as the sole exclusive bargaining agent for the bargaining unit of employees whether on the job or on approved leave or on the job pending official action of the Board, all as certified by the Public Employee Relations Commission on Case No. RC-89-091. Certification No. 702, VERIFICATION OF ELECTION RESULTS AND CERIFICATON OF EXECLUSIVE COLLECTIVE BARGAINING REPRESENTATION, issued by the Public Employees Relations Commission on the seventh day of July 1990, to wit:

INCLUSION: All full-time and regular parttime professional employees of the Jackson County School District including those in the following classification: Bus Driver, Cashier, Chief Mechanic, Classroom Aide, Commodity Delivery, Cook, Custodian I, Custodian II, Data Entry Operator, District Secretaries, Electronic Technician, General Instructional Aide, General Instructional Aide I, General Instructional Aide II, General Office/ Accounting I, General Worker I, General Worker II, General Maintenance I, General Maintenance II, Maintenance Technician, Master Mechanic, Master Technician, Mechanic, Office/Accounting/ Computer Specialist, Parts Clark, Insurance Specialist, School Secretaries/ bookkeepers, Shop Helper, Skilled Maintenance, Skilled Mechanic, Skilled Technician, Warehouse Manager, and Certification/ Retirement Specialist.

EXCLUSION: All managerial, confidential, supervisory, professional employment and the following District employees: Superintendent, Assistant Superintendent, Director/ Coordinator of HRMD, Director/Coordinator of Staff Development, Director/Coordinator of Student Services, Director/ Coordinator of Transportation, Director/ Coordinator of Food Services, Director/Coordinator of Vocational Education, Director/Coordinator of Secondary Education, Director/Coordinator of Elementary Education PreK through 8, Director/ Coordinator of Title I, Director/ Coordinator of Finance, Coordinator of Facilities, Art Coordinator, Secretary to the Superintendent, Personal/Leave Specialist, Secretary to the Director/ Coordinator HRMD, Coordinator/Assistant Director of Finance, Coordinator Data Processing Systems Analyst, Purchasing Agent/ Coordinator, Finance Assistant, Personal School Secretaries/ Bookkeepers, Food Service Managers, Fleet Manager Transportation, Maintenance Supervisor/ Coordinator, Maintenance Supervisor at Marianna High School, Cottondale and Malone Schools, Payroll/Staff Specialist.

1.2 All rights, privileges and benefits granted to the Association in this Agreement shall pertain exclusively to the union so long as it remains the certified bargaining agent.

The Board on its own behalf and behalf of the District, herby retain and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Law and Constitution of the State of Florida and the United States.

ARTICLE 2: NEGOTIATIONS PROCEDURE

2.1 The parties agree to meet in good faith efforts to reach agreement on all issues in dispute, in any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the members of the bargaining unit voting, but the parties mutually pledge that their representative shall have all the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Throughout negotiations, all tentative agreements shall remain tentative until all issues in dispute have been agreed and ratified and all tentative agreements shall be signed by a representative designated by each party. There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Board and one (1) copy shall be retained by the Association.

2.2 Negotiations for a successor agreement of the reopeners on this agreement shall begin at any time after January 2 of any year at the request of the Association. Such negotiations shall in any case begin prior to July 1 of any year.

2.3 The Board agrees to furnish the Association available public information, through district public records request process called JustFOIA, for developing negotiations proposals.

2.4 This Agreement may not be modified in whole or in part except by mutual agreement. If any provision or application of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect. The parties shall either immediately meet to reopen negotiations on that provision or application or mutually agree to deal with the matter in subsequent negotiations.

ARTICLE 3: GRIEVANCE PROCEDURE

3.1 Definitions:

3.1.1 A grievance shall be an alleged specific violation of a provision of this Agreement.

3.1.2 Grievant shall mean any employee or group of employees alleging a grievance has occurred.

3.2 The procedure set forth below shall be used for settlement of grievances:

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

3.2.2 STEP 1: If a grievance is not resolved at the informal level between the affected employee(s) and the immediate supervisor, the grievance may be formalized. A formalized grievance shall be filed, in writing on the grievance form, JC-054 Grievance Report (Appendix A), within fifteen (15) working days of the meeting between the supervisor and the affected employee(s). A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within fifteen (15) days of receipt of the grievance, render a written decision to the grievant, who shall forward a copy of the decision to the Association.

3.2.3 STEP 2: If the grievant is not satisfied with the disposition of the grievance at Step 1 or no disposition has been made within ten (10) working days of receipt of the grievance, the grievance shall be submitted to the Superintendent/designee within ten (10) working days, after the grievance has been submitted. The Superintendent/designee shall meet with the grievant(s) on the grievance. The Superintendent/designee, within ten (10) working days after the conclusion of the meeting, shall render a written decisions thereon with copies to the Association and the grievant(s).

3.2.4 Step 3: If the grievant is not satisfied with the dispositions of the grievance at Step 2 or if no disposition has been made within the period specified above, the Association may request within ten (10) working days arbitration of the grievance by the Federal Mediation and Conciliation Service (FMCS). The proceeding shall be subject to the rules of FMCS. Neither the Employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. Any fees and expenses of the arbitration shall be borne by the losing party to the arbitration proceeding.

3.3 MISCELLANEOUS:

3.3.1 The parties, by mutual agreement, may extend or expedite the timeline of this procedure at any step of the procedure.

3.3.2 A JESPA member as a grievant may have representation by the Association at any step of the formal grievance procedure. Representation by the Association at any step of the formal grievance procedure includes the right to speak to and to present evidence and arguments on behalf of the grievant.

3.3.3 Nothing in this Article shall be construed to prevent any employee from presenting at any time their own grievance, in person or by legal counsel, to the Employer, and having such grievance settled without intervention of the Association, if the settlement is not inconsistent with the terms of this Agreement.

3.3.4 A grievant may withdraw their grievance at any step, but that same grievance may not be filed a second time.

3.3.5 If at any point during the processing of a grievance the grievant elects to seek resolution of a particular issue through a judicial or administrative agency proceeding, they waive the right to pursue that particular issue through the grievance procedure.

3.3.6 A participant in a grievance shall not be subject to discipline, reprisal, or reprimand because of such participation.

3.3.7 All documents, communications, and records dealing with processing of a grievance shall be filed in a separate grievance file.

3.3.8 The arbitrator shall have no power to alter, add to, or subtract from, the term of this Agreement.

ARTICLE 4: EMPLOYEE STATUS/ FAIR DISMISSAL

4.1 New Employees

At the end of the first ninety (90) days of employment, new employees so recommended by the Superintendent will be offered an annual contract and shall be afforded the protections of the Collective Bargaining Contract.

4.2 ANNUAL CONTRACT

Employees places on annual contract shall remain on annual contract until they have completed three (3) years of employment and are recommended for continuing contract status. Annual contract status means that employees are hired on a year-to-year basis and may be non-renewed at the end of their school year without cause.

Notice of intent to non-renew and employees' annual contract trust be provided in writing no later than May 1 and is not subject to appeal.

4.3 Continuing Contract

Upon completion of three (3) years of satisfactory continuous service, employees so recommended by the Superintendent shall be placed on continuous contract. Continuing contract means employment will be continued from year to year unless terminated through the disciplinary procedures in the Collective Bargaining Agreement.

Upon entering the bargaining unit, employees from the confidential unit shall be given credit for years of satisfactory continuous service earned as confidential employees and may be placed on continuous contract if they have completed three (3) years of satisfactory continuous service and are recommended for continuing contract by the Superintendent.

4.4 Discipline shall be defined as any action taken to address and correct behavior or performance issues with the aim of improving the employee's productivity and adherence to School Board policies. All disciplinary actions should be designed to promote employee growth, foster a positive work environment, and improve job performance.

A. APPROPRIATE DISCIPLINARY PROCEDURES

1. Administering Discipline:
   Discipline shall be administered by the appropriate supervisor, administrator, or Superintendent. All disciplinary actions should be fair, transparent, and aimed at improving performance rather than punitive measures.
2. Initial Discussions and Remedies:
   Before any formal discipline is issued, the supervisor or administrator shall meet with the employee to discuss the nature of the issue. The supervisor should offer reasonable suggestions or alternatives to resolve the issue and improve the employee's performance. Documentation of this

meeting shall be provided to the employee, but it should not be recorded in the employee's permanent personnel file unless it escalates to further action.

3. Steps for Addressing Employee Issues:
    - Level I – Verbal Correction:
      The supervisor shall conduct an informal meeting with the employee to address the issue. The employee will be informed of the nature of the issue and be given guidance on how to improve. A record of this meeting will be kept by the supervisor but shall not be placed in the employee's permanent personnel file. The employee will receive a copy of any documentation.
    - Level II – Formal Record of Counsel:
      If the issue persists, a formal counseling session will be held. The employee will be provided with specific corrective actions and the possible consequences of repeated offenses. A Performance Improvement Plan will be documented and placed in the employee's personnel file. However, this will be removed from the file after a set period (e.g., 12 months), or the employee competes all prescribed provided no further incidents occur.
        1. A Performance Improvement Plan (PIP) should include:

            a) **Identified Performance Concerns**
            b) **Set Clear Expectations**
            c) **Action Plan**
            d) **Provide Support and Resources**
            e) **Set a Timeframe**
            f) **Regular Check-ins**
            g) **Final Evaluation**
            h) **Document the Process**

    - Level III – Written Letter of Reprimand:
      If further corrective action is necessary, a formal written reprimand will be issued. The Performance Correction Notice will outline the nature of the offense, suggested corrective actions, and the potential consequences for future violations. This written reprimand will be placed in the employee's personnel file but will be removed after a reasonable period (e.g., 12 months), provided no further issues arise.
    - Level IV – Recommendation for Suspension With/Without Pay:
      If the issue remains unresolved and further action is needed, the employee may face suspension without pay. This step will be accompanied by a formal Performance Correction Notice, outlining the offense and corrective actions, and will be placed in the employee's file. This action will be taken only after all other remedies have been exhausted.
    - Level V – Recommendation for Termination:
      If the issue continues despite prior interventions, the final step may be termination. A Performance Correction Notice will be issued, detailing the behavior or performance issues and any previous corrective actions taken. The employee will be given the opportunity to discuss the termination recommendation, and termination will occur only after all avenues for improvement have been considered.
4. Responsibility for Accurate Information:
   It is the responsibility of management to ensure that all information related to the disciplinary process is accurate, thorough, and documented in a fair and transparent manner.
5. Union Representation:
   The employee has the right to involve a Union representative during any disciplinary process, and the Union will be informed of all steps taken during the process, with the employee's consent.

6. Recurrence of Disciplinary Action:
   If an employee commits the same or similar offense after completing a disciplinary process, the supervisor may decide to repeat the appropriate level of discipline or escalate to the next level. However, any repeated disciplinary action will still follow the principles of fairness and just cause.

4.4.1 The Superintendent, acting through their designees, may discipline employees for just cause.

Just Cause- Disciplinary action may only be taken for "just cause," meaning there must be a legitimate and reasonable reason for any disciplinary action, including suspension, demotion, or termination. The following principles apply:

1. Notice: Employees must be informed of workplace rules and expectations.
2. Reasonable Rules: The rules or performance standards violated must be fair and necessary for the effective operation of the workplace.
3. Investigation: Before any discipline is imposed, a thorough and impartial investigation must take place, ensuring all facts are considered and the employee has an opportunity to explain their side.
4. Fairness of Discipline: Any disciplinary action must be proportional to the violation. Discipline should generally follow a progressive model, with less severe actions (e.g., counseling or warnings) taken first.
5. Consistency: Discipline must be applied consistently across employees. Employees who commit similar offenses should face similar consequences.
6. Due Process: Employees have the right to a hearing or opportunity to contest any disciplinary action, with the right to Union representation if applicable.
7. Legitimate Purpose: Any disciplinary action must serve a legitimate purpose, such as improving performance, correcting behavior, or ensuring workplace safety and integrity.

If just cause is not established, the employee may challenge the discipline through appropriate grievance or legal procedures.

4.4.2 Representation at Investigatory Discussion; When an employee is requested to appear before a site administrator/supervisor for the purpose of discussing a matter that could be expected to lead to discipline or dismissal (representation means the JESPA President, Building Rep, another JESPA member of the employee's choice, or an FEA representative). the employee is entitled to have a representative present, upon request. An employee shall be notified at least forty-eight (48) hours in advance of such meetings, unless the seriousness of the matter dictates a shorter period of advance notice and shall be advised of their right to have representation at the meeting. This provision shall not apply to meetings related to the employee assessment process described in Article 13 except for meetings that may be held to discuss a Professional Development Assistance Form related to an overall "Unsatisfactory" or "Needs Improvement" evaluation. Other than dismissal the employee will be provided assistance from the immediate supervisor and/or other appropriate administrators to help correct the problem. Under no circumstances will the bargaining unit be made to represent a non-member, FL Statue 447.401. Changes leading to discipline should be bona fide, verifiable, and clearly stated to the employees in writing. Employees

should have fair opportunity to explain or otherwise defend themselves prior to the application of discipline as provided in Section 1012.33, Florida Statutes.

4.4.3 Employees may be disciplined up to and including dismissal for reasons including but not limited to the following:

- Violation of Board Policy
- Insubordination
- Willful neglect of duty
- Endangering the health, safety, or welfare of any student or employee of the District

Suspensions without pay and/or dismissal must be approved by the Board prior to being imposed.

ARTICLE 5: EMPLOYEE RIGHTS

5.1 The Board hereby agrees that all educational support professionals have those rights guaranteed to them by law, and the Association agrees that the Board has those rights guaranteed to it by law.

5.2 Complaints against an employee that may result in a disciplinary action will first be discussed with the employee.

5.3 An employee shall have the right to review the contents of all records of the Board pertaining to said employee originating after initial employment and to have a representative of the Association accompany them in such review.

5.4 No material pertaining to complaints originating after initial employment will be placed in a employee's personnel file unless signed by the person(s) making the complaint and copy provided to the employee.

5.4.1 The employee shall have an opportunity to review and respond to any material being placed in the employee's personnel file.

5.5 The employee shall be given written notice of their renewal/ nonrenewal for the forthcoming school year by May 1.

5.6 Any case of verbal/physical assault upon an employee shall be promptly reported to the immediate supervisor and to the Deputy Superintendent.

5.7 Employees shall report unsafe or hazardous conditions and equipment to their immediate supervisor on the JC-035 who will make a determination as to the best course of action to correct the condition.

5.8 Job description will be available and accessible from District website.

5.9 When an employee is reprimanded it shall be discrete and private. The employer shall make every effort to ensure that employees shall not be subject to harassment, abusive language, insults, or interference by a parent or any other persons.

ARTICLE 6: ASSOCIATION RIGHTS

6.1 The Association and its representation shall have the right to use the Board's work sites at all reasonable hours for meeting and to transact official Association business provided that this shall not interfere with or interrupt normal operation, and they have permission from the facility supervisor. When such use necessitates special custodial service, the Board may make reasonable charge. No charge shall be made for use of instructional areas or break rooms before the commencement of the scheduled workday through 6:00 p.m.

6.2 The Association, as the exclusive representative of employees within the bargaining unit described in this Contract, shall be allowed to use and/or have access to Board facilities and equipment at reasonable times with Administration approval.

6.3 The Association shall have the right to post notices of activities and matters of Association concern or designated bulletin boards at each work site. The Association may use individual employee mailboxes for communication to employees at each work site.

6.4 The Association President or their designee shall be granted temporary duty leave to attend all regular and special Board meetings that are held during the school day, provided the Association President or their designee submits a proper request one day in advance of taking said leave. The Board shall attempt to continue its practice of scheduling regular Board meetings at times that would permit the Association representative to attend.

6.5 Up to combined maximum of ten (10) delegates may be granted temporary assignment of duty, without travel and/or per diem, to attend the FEA-NEA conventions. The Association will bear the expense of substitutes when the Administration deems necessary.

6.6 ~~Any employee may request the Association membership dues and deducted from his/her their salary. Such deduction may be initiated only after proper receipt of the payroll copy of the FEA membership form.~~

~~The Board will deduct the equal amount certified by the Association from each paycheck issued after enrollment. Dues collected through payroll deductions shall be transmitted to the Association on the same workday as the regular paychecks are issued.~~

~~Authorization from shall be personally signed and dated by each employee requesting dues deduction. All authorized forms must be submitted by the Association to the Payroll Department.~~

~~Initial authorization or revocation form must be received in the payroll office by the payroll due date for each applicable pay date (see Payroll Schedule-Support Professional Calendar for each fiscal year). A copy of any revocation form received by the payroll department will be supplied to the JESPA Treasurer.~~

~~Upon proper written authorization from an employee (and received by the payroll department on the same due date as outlined above), the Board shall deduct from the salary~~

~~of any employee and make appropriate remittances for annuities, credit union, and insurances. The Association shall assume full responsibility for the Board's excess deduction of Association dues provided said access deduction was actually transmitted to the Association; and the Association shall hold the Board Harmless of legitimate errors made in any deduction of Association dues. The Board shall rectify error on the paycheck following notification of the error.~~

6.6 The parties agree that as of July 1, 2023 the following language is currently unenforceable and inactive due to legislation passed in the 2023 Florida Legislative Session.
Should the Florida Statute change, or a court issues a final ruling that allow dues through employee payroll, the parties will schedule a meeting within fifteen (15) days to enter into negotiation to restart the ability to deduct dues from employee payroll.

6.7 JESPA may request a meeting to discuss problems and objectives of mutual concern, not involving grievances, by contacting the Deputy Superintendent. The subjects to be discussed and the proposed makeup of the committee will be submitted in writing at the time of the request.

6.8 JESPA may address any item on the agenda by completing a card at the beginning of each board meeting. Other information may be presented at the end as a part of the announcement.

6.8 The calendar shall be established by current Board Policy with feedback from the Association.

ARTICLE 7: HOURS

7.1 The employee duty day shall be approved by the Board.

7.2 Employees shall be granted one fifteen (15) minute break; during each four (4) hour working period.

7.3 A minimum thirty (30) minute duty-free lunch period will be provided to any employee scheduled to work more than four (4) hours. Employees shall be permitted to leave the work site during their lunch period provided they shall be away no longer than the time allocated for the lunch period. Scheduling of such time is to be determined by their supervisor.

ARTICLE 8: PAID LEAVES

Sick Leave

8.1 Each member of the educational support professional staff employed on a full-time basis shall be entitled to four (4) days of sick leave at the end of the first month of employment of each contract year. One (1) day of sick leave for each month of employment shall be credited to the employee at the end of that month and shall not be used prior to the time it is earned and credited to the employee. The employee shall be entitled to earn no more than one (1) day of sick leave multiplied by the number of months of employment during the contract period. Such leave shall be taken only, when necessary, because of sickness as prescribed herein. Such sick leave shall be cumulative. There shall be no limit on the sick leave earned by a member of the support professional staff, except that at least one-half of all accrued sick leave must have been earned in Jackson County School District.

8.1.1 Sick leave may be granted for personal illness, illness or death of father, mother, brother, sister, husband, wife, child, or other close relative or member of their own household.

8.1.2 Before receiving compensation for the time absent on sick leave, the employee must submit leave request within five (5) working days following return from such absence.

8.1.3 In case of reasonable doubt as to the validity of any sick leave claim, the Superintendent may require a supporting certificate of illness from a licensed physician or, at the Superintendent's discretion, from the county health officer.

8.1.4 Accumulated sick leave may be used for pregnancy related illness anytime during pregnancy and postpartum.

8.2 Any employee who sustains a personal injury in the discharge of duty because of illness from any contagious or infectious disease contracted in school work shall be authorized to receive full pay status for a period not to exceed ten (10) working days. If the employee receives Worker's Compensation benefits for any portion of this period of leave with pay, they shall reimburse the Board the amount of the benefits. Such reimbursement shall not include payments for medical, surgical, hospital, nursing or related expenses, or lump sum or schedule payments of disability losses.

8.2.1 If the employee is unable to resume work at the end of the ten (10) day work period:

8.2.1.1 The Employee may elect to use sick or annual leave in an amount necessary to receive salary payment that will increase their Worker's Compensation payment to the total salary being received prior to the occurrence of the disability. In no case shall the employee's salary and Worker's Compensation benefits exceed the amount of their regular salary credited with sick leave in an amount equal to that portion of salary reimbursement by Worker's Compensation, or

8.2.1.2 The employee shall revert to normal Worker's Compensation benefits. In order to qualify for illness in the line of duty leave, the following conditions shall be met:

- The principal or immediate supervisor has been notified.
- The employee has filed a written claim.
- A doctor's certificate may be required stating that the illness or injury was, in their opinion, contracted at the school or place of employment.
- The principal or immediate supervisor has endorsed the claim to the effect that the employee has prior to their absence been exposed to the disease at the school center or injured in the discharge of their duty and that, in their opinion, the disease was probably contracted at school. If the disease is an ordinary disease of life, the incident of such disease must be substantially higher in the schools than in the general public.

8.3 Full-time members of the educational support professionals' staff may use up to a maximum of six (6) days per year for personal reasons charged to accrued sick leave. Such leave must be approved in advance of the absence. Leave for personal reasons is noncumulative, and new employees must have worked four (4) full months in the district to be eligible to apply for this leave.

8.4 All personnel employed on a twelve (12) month basis shall be entitled to annual vacation leave, as follows:

Year of Credible Service	*Days Earned Monthly*	*Days Earned Yearly*
One through five	1	12
Six through ten	1 ¼	15
Over ten	1 ½	18

In determining years of creditable service only full-time continuous service rendered in the district shall be counted; provided that full time continuous service rendered in a ten (10) month contractual position shall be considered as continuous service in determining creditable services for such leave purposes.

Vacation leave credit may be cumulative up to a maximum of thirty (30) days. Employees are encouraged to use earned vacation leave on a current yearly basis to provide proper rest and relaxation. Vacation leave shall be requested far enough in advance so that vacations can be staggered. Vacation leave request must be approved by the Superintendent/designee.

8.5 Employees will be provided three (3) days per death of bereavement leave due to the death of a spouse, parent, child, sibling, grandparent, grandchild, stepparent, stepchild, mother-in-law, or father-in-law. These days will not be charged against an employee's sick leave or personal leave. Employees will not be paid bereavement leave for days not scheduled to work (i.e., sick leave, annual leave, leave without pay, holidays). Employees are required to provide a copy of the obituary or other satisfactory document to be attached to the leave request form. Bereavement leave ordinarily is to be used within twenty (20) days of the death of the family member unless the employee documents a legitimate reason to extend beyond this period.

8.6 An employee meeting the following requirements shall be provided the opportunity to sell back their sick leave that has been earned during the current school year as provided by 1012.61 of Florida Statutes.

8.6.1 The employee must have at least five (5) years of completed years of service in the District.

8.6.2 The employee must have a minimum of ten (10) sick leave days remaining in their accrual after the employee sell back any leave.

The Sick Leave Rebate request shall be made in writing no later than June 1st. The value of the sick leave days purchased by the Board shall be employee's current daily rate of pay multiplied by 80%. Payments under this section will be subject to federal income tax and social security tax withholding.

ARTICLE 9: UNPAID LEAVES

10.1 Any employee required to serve in the Armed Forced of the United States shall be granted leave without pay for such services. Upon return from such leave the employee shall resume contract status and employment.

10.2 Employees may be allowed up to one (1) year's leave of absence without pay according to Board Policy 4430 to include but not limited to the following reasons:

a. personal leave not paid.
b. sick leave not paid.
c. family and medical leave.
d. paternal leave for childbearing.
e. child adoption.
f. child rearing.
e. military leave.

10.3 Upon return from such leaves of up to one (1) year, the members shall resume the contract status in effect at the time leave was granted and in the same or similar position, provided that the member notifies the Superintendent of their intention to return by April 1, or earlier if a vacancy becomes available.

10.4 Any employee who takes a leave of absence for up to one (1) year shall have the option to remain an active participant in the appropriate retirement program and/or other fringe benefit programs to the extent allowed by the insurance carrier or the State Retirement System. To remain on a program described above, the employee must pay the premium in advance of the month due. Leave may be extended if a written request is submitted by the employee before April 1.

10.5 An employee on leave of absence without pay shall be allowed the opportunity to substitute in the District.

ARTICLE 10: SICK LEAVE BANK

10.1 The parties agree to establish a sick leave bank subject to eligibility requirements and limitations.

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

10.3 Membership

- All full-time support professionals shall be eligible for voluntary participation in the sick leave bank after one (1) year of employment in Jackson County School District.
- The employee must have accrued a sick leave balance of not less than ten (10) days at the time the bank is established or reopened.
- Those eligible may apply by signing a membership authorization form requesting transfer of one (1) day accrued sick leave to the bank. Day consists of the number of hours that each person works, such as 8, 7, 6, 5, 4 hours etc. If a person's hours increase, then they are to match by contributing additional hours. If hours decrease, then those already contributed are forfeited.
- Support professionals shall be eligible to join the sick leave bank on or before October 1 of each year.
- Alleged abuse of the use of the sick leave bank shall be investigated and, on a finding of wrongdoing, the employee shall repay all of the sick leave credits drawn from the sick leave bank and be subject to such other disciplinary action as determined by the School Board to be appropriate.
- A participating employee who chooses to no longer participate in the sick leave bank shall not be eligible to withdraw any sick leave already contributed to the bank.
- Upon a finding of wrongdoing or an abuse of the sick leave bank, the employee shall repay all of the sick leave credits drawn from the bank and be subject to such other disciplinary action as determined appropriate by the Board. The Superintendent/designee shall investigate alleged abuse of the sick leave bank.

10.4 Establishment

- The committee administering the bank shall establish a method for informing employees of the benefits and shall facilitate the bank being operational by October 1, 1994. The combined bargaining teams will establish a method for informing employees during the initial year only.
- Thirty (30) percent of the support professionals must join to place the sick bank into effect.

10.5 Replenishment and Withdrawal

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

10.6 Usage

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

- The employee has exhausted all accumulated sick leave;
- The employee has been absent for ten (10) continuous working days without sick pay or worker's compensation;
- The employee or their agent presents verifiable medical documentation as needed to establish the nature and extent of the illness or injury. This shall include an estimated length of disability. Photostatic copies of the doctor's statement will not be accepted;
- And sufficient days exist in the sick leave bank to cover the days requested and approved. A participating employee who uses sick leave from the bank shall not be required to recontribute such sick leave to the bank, except if the member does not need the number of days authorized, they shall return unused days to the bank.

10.7 Administration

The administration of the sick leave bank shall be vested in a committee of employees, which shall include four (4) support professionals selected by the JESPA President from the bank's membership and a representative of the Superintendent. In the event a personal interest conflict arises, an objective third party may be called to serve on the committee as member at large. Committee responsibilities shall include:

- Establishing such forms and procedures as needed to effectively perform its function;
- Maintaining records pertinent to the bank which shall be available to JESPA and the Board upon request, provided that all medical information and discussion thereof shall be treated as confidential information;
- Reviewing all requests to determine eligibility and number of days to be drawn from the bank by an individual, including renewals;
- Reviewing sick leave bank procedures annually.

10.8 Lapse of the Bank

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

10.9 Sick Leave/ Transfer

A District employee may authorize transfer of their accrued sick leave to another Jackson County School District employee. The leave may not be transferred until all of the receiving employee's sick leave has been depleted. After the leave transfer, the donor employee's leave balance must not be less than five (5) days. (Florida Statute 1012.61).

ARTICLE 11: INSURANCE

11.1 The Board will contribute toward the group health insurance premium for each full-time member of the bargaining unit effective the 1st day of the month following the month hired. The rates per plan, approved by the Board, is an Addendum to this Agreement.

11.2 The Superintendent will consider recommendations presented by the Insurance Committee.

11.3 The Association President or their designee shall serve on the Insurance Committee.

11.4 Bargaining Unit members who retire may maintain their group insurance until they are eligible for Medicare. Such premiums will be at the retired member's expense.

11.5 Bargaining unit member on approved unpaid leave may maintain their group insurance at their own expense.

ARTICLE 12: EMPLOYEE EVALUATION

12.1 All educational support professionals shall be formally evaluated by their supervisor each year before recommendations for reemployment are submitted to the Superintendent by the employee's supervisor.

12.2 The result of said evaluation shall be made known to the employee by April 1 of each school year.

12.3 Evaluation is a continuous year long process seeking continuous improvement. If a situation develops before the formal evaluation, an informal process shall take place where both parties are encouraged to talk to each other about ways to resolve the situation.

12.4 If the situation continues to exist after an informal process, a formal evaluation will occur along with suggestions for improvement noted in a timeframe for reassessment of the concern.

12.5 If the concern continues, after the first formal evaluation, additional formal evaluations may be required.

12.6 Employees assigned to perform work outside of their skill areas as specified on their job description shall not be evaluated on performance of skills outside of their skill area.

12.7 Video cameras may be used to monitor employee or student behavior but shall not be used in the evaluation of employees.

12.8 Employees shall acknowledge receipt of their written evaluation by signing at the bottom. Such signature does not necessarily indicate agreement with the content of the evaluation, but merely acknowledges receipt.

12.9 If the employee does not agree with any portion of the evaluation, they will have the right to attach a written response.

ARTICLE 13: TRANSFERS AND VACANCIES

13.1 A transfer is change in a position from one site to another. A reassignment is movement of employment from one position to another at the same work site.

13.1.1 Any position which will be offered as an opportunity for employment will be considered a vacancy.

13.1.2 Notice for all openings for new positions and any vacancies shall be made available in the County Personnel Office, JCSB Website, notice to all staff via email, and a copy emailed to the JESPA president. These notices will include the job description, effective date of vacancy, kind of certificate necessary, and the deadline for applying. Such notices will be posted at least ten (10) working days before the deadline for applying and filling of position. An in-county transfer may be filled after being advertised for five (5) working days. Four weeks prior to the beginning of school and one month into the school year, positions may be filled after being advertised for three (3) days. It is the employee's responsibility to give two (2) weeks' notice except in the case of an extreme emergency. If less than two weeks' notice is given during the school year by vacating employees, such notice will be posted and may be filled after being advertised for three (3) days.
In the event an outside applicant is being recommended to the Superintendent to fill the vacancy for which an internal applicant had applied the application and qualifications of the most qualified internal applicant must accompany the application of the recommended candidate for a final review by the Superintendent.

13.1.3 All management vacancies shall be posted at the School Board Office and at the work sites.

13.2 Bargaining Unit members who desire a transfer or a reassignment shall file a written request with their facility manager of such desire on forms set forth in Appendix A of this Agreement. One copy shall be filed with their immediate supervisor, one copy with personnel; and one copy to be retained by the employee.

13.2.1 Applications for transfer or reassignment will be kept on file for one year. Employees desiring a transfer or reassignment must fille a new application annually.

13.2.2 Qualified Bargaining Unit members applications will be given consideration prior to filling vacancies.

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

13.4 If approved, Bargaining Unit members who have requested transfer or reassignment shall be notified by return copy of the Transfer Request Form of the Administration's action on said transfer or reassignment.

13.4.1 Bargaining Unit members who do not receive a sought-after promotion, upon request, may discuss the reason with their immediate supervisor.

13.5 If for any reason it becomes necessary to transfer or resign any employee in order to balance workloads or maintain a racially balanced staffing of each school, transfer requests will be considered first.

13.6 Any Bargaining Unit member who is transferred or reassigned either voluntarily or involuntarily shall be placed on the same experience level as they held prior to the transfer or reassignment, when the position is similar as determined and approved by the Personnel Department.

ARTICLE 14: REDUCTION IN PERSONNEL

14.1 If a reduction in personnel becomes necessary for any reason the following procedure shall be used:

14.1.1 Efforts will be made to meet the necessary reduction by not filling vacancies and through attrition.

14.1.2 Any educational support professionals who would have qualified for retirement during the reduction year shall be permitted to work that year so as to acquire needed services, if they retire at the end of that year.

14.1.3 If the necessary reduction cannot be achieved under the provisions of 15.1.1 above, the reduction shall be done based on seniority within the job classification with the last hired in any one job classification being the first laid off.

14.1.4 Seniority shall be determined by the number of years of continuous employment by the Jackson County School Board. For this provision employees on approved leave shall be considered as on continuous employment while on said leave.

14.2 Notice of the procedure used in reduction of personnel will be furnished to the Association.

14.3 Recall: Should the situation which caused the reduction of force be alleviated those employees who were laid off shall be recalled in inverse order of layoffs once need is determined by the Board.

ARTICLE 15: PROFESSIONAL COMPENSATION

15.1 The basic salaries of members covered by this Agreement shall be set forth in the salary schedule. Progression to the next experience step of the schedule will require ratification of subsequent year's contract. Employees shall be entitled to salary schedule increments if they are contracted, full time employees who work more than one-half (1/2) the work calendar.

15.2 A part or all experience in a related area of work with other state agencies or established business firms up to ten (10) years may be recognized on the schedule when the experience is documented in the employee's personnel file and approved by the Personnel Department. Employees already on the board prior to this Agreement shall continue to be eligible for compensation based on experience granted them upon employment.

15.3 Salaries will be divided into twelve (12) monthly checks paid on the 15th of the month, in accordance with Board approved payroll calendar. beginning September 15th. When the 15th of the month falls on a weekend or holiday, payment will then be on the last workday prior to the 15th of the month. Checks eleven (11) and twelve (12) will be paid by June 30th.

15.4 Travel and/or per diem may be paid in accordance with School Board Policy. However, travel and/or per diem will be paid only when travel is requested by the Board or Superintendent.

15.5 Members may be admitted without charge to any school sponsored activity at the discretion of the Principal.

15.6 The Board will cover cost of updated fingerprinting for existing employees if required by-a new law.

15.7 Board agrees to a rate increase of $3.50 per hour for instructional paraprofessional staff when substituting for teachers, beginning the 5th full day of subbing in a given school year.

15.8 Bus drivers on extra-curricular trips will be paid beginning bus driver pay for hours driving including hours spent on the road due to emergencies such as severe weather or mechanical breakdown. They will receive minimum wage per hour for hours required until return trips. The minimum wage per hour does not apply to overnight or weekend trips.

Local fieldtrip will be paid a minimum of two (2) hours at beginning bus driver pay.

On out-of-town trips, driver will be paid as follows:

Minimum bus driver pay for on the road hours (including emergency delays and emergency breakdown).

They will be paid minimum wage for standby hours.

Cancellation of any field trip will less than twenty-four (24) hours' notice shall be compensated two (2) hours pay at the beginning bus driver pay.

Bus drivers may be employed in addition to their regular duties to drive school buses for fieldtrips and other extracurricular activities, providing they hold the proper license.

Bus drivers wishing to drive for field trips and other extracurricular activities may be considered by completing a request to be placed on a list for field trips or the extracurricular activities at their particular site. Bus drivers who request that their name be placed upon such list may be selected at the site.

Regular continuous contract bus drivers may be given first consideration for field trips and extracurricular activities.

ARTICLE 16: TERMINAL PAY

16.1 Fulltime employees will be paid Terminal pay for accumulated sick leave at normal retirement, as defined by Florida Retirement System, upon separation from the District if a DROP participant, or if service is terminated by death. Payment shall be made to the beneficiary of any employee if service is terminated by death.

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

a) During the first three (3) years of service, the daily rate of pay multiplied by 35 percent times the number of days accumulated sick leave.
b) During the next years three (3) of service, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave.
c) During the next three (3) years of service, the daily rate of pay multiplied by 45 percent times the numbers of days accumulated sick leave.
d) During the next three (3) years of service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.
e) During and after the 13th year of service, the daily rate of pay multiplied by 100 percent times the number of days accumulated sick leave.

ARTICLE 17: DURATION

17.1 If this or any provision, section, subsection, sentence, clause, phrase, or word of this Agreement is in conflict with any law as finally determined by a court of competent jurisdiction, then that portion of the Agreement in conflict with said law shall be severable/null and void.

17.2 The Board shall produce the final contract and provide sufficient copies for the Board and Bargaining Unit member at no cost to the Association. The distribution of copies of the finalized, official Agreement to the bargaining unit member will be the responsibility of the Association.

17.3 This Agreement shall be effective as of the date of ratification by both parties. The duration of the Agreement shall continue in effect until June 30,2029. The contract shall be reopened on salary and benefits and any item by mutual consent.

17.4 In witness whereof the parties hereto have caused this to be signed by their representative.

Jackson Educational Staff Professional Association

_____

JESPA President Date

_____

JESPA Chief Negotiator Date

Jackson County School Board

_____

JCSD Superintendent Date

_____

JCSD Board Chair Date

_____

Chief Negotiator Date

Addendum A
Jackson County School Board BCBS Health Insurance Rates
Effective January 1, 2025

Plan 3769- $750.00 Doctor/Hospital Deductible and $250 Pharmacy Deductible

Type of Coverage	Premium	JCSB Contribution	Employee Contribution
Single	$862.00	$550.00	$312.00
Employee+1	$1,577.00	$775.00	$802.00
Family	$2,292.00	$1,000.00	$1,292.00
2 Employee Family	$2,292.00	$1,275.00	$1,017.00

Plan 3359- $1,500 Doctor/Hospital Deductible and $250 Pharmacy Deductible

Type of Coverage	Premium	JCSB Contribution	Employee Contribution
Single	$790.00	$550.00	$240.00
Employee+1	$1,443.00	$775.00	$668.00
Family	$2,097.00	$1,000.00	$822.00
2 Employee Family	$2,097.00	$1,275.00	$822.00

Plan 5360- $2,000 Doctor/Hospital Deductible and $250 Pharmacy Deductible

Type of Coverage	Premium	JCSB Contribution	Employee Contribution
Single	$755.00	$550.00	$205.00
Employee+1	$1,381.00	$775.00	$606.00
Family	$2,008.00	$1,000.00	$1,008.00
2 Employee Family	$2,008.00	$1,275.00	$733.00

HSA Plan 5168- Single Coverage Only
In Network Deductible- $2,500 Out of Network Deductible- $5000

Type of Coverage	Premium	JCSB Contribution	Employee Contribution
Single	$690.00	$550.00	$140.00

HSA Plan 5169- For Employee+1 or for Family
Combined Family In Network Deducible- $5,000. Out of Network Deductible- $10,000

Type of Coverage	Premium	JCSB Contribution	Employee Contribution
Employee+1	$1,260.00	$775.00	$485.00
Family	$1,927.00	$1,000.00	$927.00
2 Employee Family	$1,927.00	$1,275.00	$652.00

Plan 5901- In Network Deductible $2,000 Out of Network Deductible $6,000 and $250 Pharmacy Deductible

Type of Coverage	Premium	JCSB Contribution	Employee Contribution
Single	$593.00	$550.00	$43.00
Employee+1	$1,081.00	$775.00	$306.00
Family	$1,653.00	$1,000.00	$653.00
2 Employee Family	$1,653.00	$1,275.00	$378.00