

2017-2020 AGREEMENT

BETWEEN

**THE SCHOOL BOARD OF NASSAU COUNTY,
FLORIDA**

AND

THE NASSAU TEACHERS' ASSOCIATION

AS AMENDED 2019-2020

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PREAMBLE

This Agreement entered into this 24th day of October, 2019 by and between The School Board of Nassau County, Florida, hereinafter called the "Board" and the Nassau Teachers Association, hereinafter called the "Association".

ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Nassau Teachers' Association as the sole and exclusive bargaining representative, for the duration of the Agreement, for all public employees within this bargaining unit, as determined by the Public Employees Relations Commission (PERC) as of the date of this Agreement, who are under contract for the current year.
- B. Any professional organization may challenge, by election, the rights of the exclusive representative. The eligibility and procedures of such challenges shall be according to Florida State Law.

ARTICLE II NEGOTIATIONS PROCEDURES

Both parties agree to abide by the law and terms of this agreement regarding the negotiating procedures as stated herein.

- A. Good faith negotiations require free and open exchanges of views by the parties involved in the negotiations, therefore, both parties agree to meet at reasonable times and places and negotiate in good faith effort to reach agreement. However, neither party shall be compelled to agree to the proposal of the other.
- B. Neither party in any negotiations shall have any control over the selection of the bargaining representative of the other party. The parties mutually pledge their representatives will be clothed with all the necessary power and authority to make proposals, counter-proposals and to attempt to reach tentative agreement on the items being negotiated.
- C. The parties will conduct negotiations during non-student contact time whenever possible. When negotiations are requested by the Board to be conducted during regular school hours, release time, with pay, shall be provided for the Association's negotiation committee.
- D. Negotiations shall begin at any time after January 15 in accordance with the terms and provisions of this agreement upon written request by the Association to commence bargaining. The parties agree that negotiations shall be completed by June 30 or as soon thereafter as is possible.

ARTICLE III

MEMBERSHIP

- A. Certified personnel have the right to organize, join and support any professional organization or the right to refrain from such activities. Membership in any organization shall not be a condition of employment, nor shall it act in any way to deny or restrict individual rights and freedom of choice.
- B. In the event that the Board schedules and conducts a new teacher orientation meeting, the Association, at its option, may meet with new teachers to discuss Association matters. If such a meeting is held, the Superintendent shall give the Association a five (5) day prior notice as to date, time, place of such meeting, and the Association shall give the Superintendent or designee a three (3) day prior notice as to whether or not it wishes to participate.
- C. At the conclusion of faculty meetings, the Association may announce Association business and time and place of Association meetings.
- D. Building visits by authorized Association representatives may occur during the regular school day. In no event shall Association business or Association representatives interfere with or disrupt normal school operations. It is the intent of the parties that such visits shall take place before school, after school and during non-assigned time. Exceptions will be made upon approval by the principal. Representatives shall go immediately to the principal's office upon arrival and notify the principal and/or his/her designee of the representative's presence on the school campus. The Association representative shall also notify the Building Principal or his/her designee when he/she is leaving the campus.
- E. Thirty (30) days total professional leave for Association business may be utilized in a school year by the President or designees provided all expenses connected with such absence and full cost of the substitute shall be borne by the Association. The Association President shall provide two (2) days notification prior to use of such leave except in cases of emergency.
- F.
 - 1. The Association shall have the right to use school buildings for meetings after the end of the regular school day, provided prior request in writing is made to and approved by the principal. The Association shall reimburse the Board for any use that exceeds routine custodial and operating expenses of such school buildings. Continued use of the buildings shall be contingent upon Board policy relative to use by all organizations. Requests for use of equipment shall be made simultaneously with the request for use of buildings so that approval can be given and the equipment made available. The Board may designate equipment to be made available for use by the Association and may set rules under which it may be used.
 - 2. The Association through its local officers and members shall request in writing the right to use school equipment. The equipment to be used shall be designated by the approving authority. Equipment authorized for use shall be typewriters, duplicating and calculating machines, audio visual equipment and one instructional computer and printer which shall be assigned by the District Office for use only by the building representative.
 - 3. The parties agree that all computer equipment (hardware and software) made available to classroom teachers may be used to conduct official Association business and disseminate information. Such equipment may only be used in accordance with the Acceptable Use Policy signed by each employee which states in part that use of the digital network will be in support of education and research consistent with district policy and may not be used for political lobbying. The Association agrees that all materials and supplies to be used shall be furnished by the Association prior to or at the time of usage.

4. Finally the Association agrees that it shall hold the Board harmless from any action taken or not taken under this provision that results in injury to any employee or other person during the course of such usage or while the equipment is being used or is under the care, custody or control of the Association. Further, the Association agrees to pay and be responsible for any damage or loss, or misuse of the equipment by the Association. The Association also agrees that such usage shall be non-inflammatory in nature and will be in accordance with the Acceptable Use Policy as distributed and signed by each employee. When utilizing this equipment, each employee specifically understands there is a limited expectation of privacy. In the event that the Association fails to comply with the requirements of this provision for any reason at any time the Association shall lose the privileges afforded by this provision. The Employee Acceptable Use Policy may be found in Appendix G of this Agreement for information and reference. The Association may grieve this provision.

G. The Association may use the school system's inter-building mail service under the following conditions:

1. a. All Association correspondence will be addressed to a Building Representative, bear a return address, and be contained in a single package.
- b. Each Building Representative shall be responsible for placing Association correspondence in teachers' mailboxes, and for consolidating outgoing Association mail in a single envelope, marked as to origin and destination. Mail service will be limited to the normal routine inter-building delivery. No Association mail will be accepted if it requires special handling, route deviation, or additional costs to the Board.
2. It is clearly understood that in the event such inclusion of this section in the contract violates federal or state statutes or postal regulations, such section shall be deleted in its entirety.
3. By inclusion of this section in the agreement, the Association is willing to protect the Board from any legal entanglement and expense resulting from implementation of this section. In the event that the Association chooses to file a suit against the postal service and prevails, the Board shall reinstate this provision. All expenses of such suit shall be borne by the Association.

H. The Association shall have one (1) bulletin board assigned to it at each campus designated for Association use. The Association shall be responsible for posting, maintaining, policing, and removing material from said bulletin boards, and it is further agreed that only routine information of a non-inflammatory or non-derogatory nature will be posted. If in the opinion of a principal, material as posted violates this provision, said principal shall have the right to remove said material after notifying the Building Representative of the intent to do so. The Association may at its option grieve the removal of information by the principal.

- I. 1. Commencing with the beginning of the 2020-2021 school year, upon written authorization by a bargaining unit member, the Board will deduct Association membership dues from his/her salary. The employer will deduct the sum authorized in twenty-four (24) equal installments starting with the first paycheck in August in each school year in which dues are to be deducted. The Board agrees to remit Association dues to the Association within ten (10) working days after the end of the month in which the dues have been deducted. Members who join after the beginning of the school year will submit authorization forms (Appendix A) and shall have deducted from their salary the remaining installments from the school year in which the authorization is submitted.
2. The Association shall in each school year submit to the Board not later than September 1st all new dues deduction authorization forms for each school year as well as a letter stating the amount to be deducted. The amount to be deducted shall be the same for all members in each installment to be deducted. The letter submitted shall be signed by an officer of the Association authorized to verify all information as true and correct.

3. In subsequent years the Association by September 1st shall submit authorization forms for new members and a letter as previously called for herein so that the Board may deduct membership dues from member salaries in keeping with the provision. All such authorization shall be continued from year to year unless canceled by the teacher.
 4. Such authorization and dues deduction shall continue in effect unless written request by the employee to revoke such authorization is delivered to the Association and Board not less than thirty (30) days prior to the affected pay date per Florida Statutes. The Association will submit the list and signed revocation to the Finance Department by no later than fifteen (15) days prior to the affected pay date. Such list and revocations shall stipulate the last date deductions are to be made. The Board shall revoke the dues deduction authorizations requested by the employees as verified by the Association and in accordance with the requirements in this section and law. The Association shall be responsible for any reimbursement to a teacher for dues deducted in error as the result of an error in the list of revocations submitted by the Association.
 5. Finally, the parties agree that the Board shall be acting in reliance on information and lists supplied or not supplied by the Association. Consequently, the Association and each and every member of the Association and bargaining unit shall hereby agree to indemnify and hold harmless for any action taken or not taken for any liability, tort, or other form or cause of action by any person, corporation, against the Board, the Superintendent, agents, or employees thereof by any person, etc., for any purpose relating to the provision.
- J. Pursuant to Chapter 119 of the Florida Statutes and in keeping herewith, the Board shall upon written request by the Association furnish copies of public documents to the Association at a cost that is reasonable for the document(s) requested.

ARTICLE IV

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance: An alleged violation of a specific article or section of the agreement or a dispute involving the interpretation or application of this collective bargaining agreement that is timely filed by a member or members of the bargaining unit by name.
2. Grievant: Any member or members of the bargaining unit.

B. GENERAL

The purpose of this procedure is to facilitate the potential resolution, at the lowest possible administrative level, of any dispute that may arise between the Board, Union, and employees subject hereto, concerning the proper interpretation and application of this contract.

1. Time Limits: The time limits as called for herein shall be considered the maximum time limits to be used for grievance processing. Extensions may be granted by mutual agreement at level one or two. Each party shall attempt to expedite grievance processing.
2. Filing: The grievant shall file on the district grievance form which must be completed prior to filing acceptance by the appropriate level. The appropriate form shall be as is included in Appendix B herein.
3. Processing: A grievant or grievants may process his/their own grievance at all levels as called for herein. Grievances not timely filed or processed to the next level by the grievant(s) shall be considered settled. Grievances not timely responded to shall permit processing to the next level.
4. Forwarding: Grievances occurring or alleged to have occurred that are not in building grievances that can be settled by Level I, shall be submitted to Level I by the grievant. The Level I Administrator shall forward the grievance to Level II within three (3) workdays of receipt. Such grievances require no action by the Level I Administrator.
5. Informal Resolution: Nothing contained herein shall preclude or prevent the grievant(s) from seeking resolution of the alleged grievance informally with the immediate supervisor during the fifteen (15) workday period in which filing is required. Such meetings may be held after the end of the regular workday or during non-student contact hours as is mutually agreed between the parties.
6. Representation: A grievant may process his/her own grievance at all levels as called for herein. However, a grievant who is a member of the Association may have an Association Representative present at all levels. The Association reserves the right to be present at all levels beyond Level I.
7. The school district will be responsible for supplying each job site with grievance forms.

C. PROCEDURE FOR FILING A GRIEVANCE:

Obtain a grievance form from the immediate supervisor or an Association representative.

1. Level I

- a. Grievant: To file a grievance the grievant(s) shall file with the immediate supervisor a properly completed and signed grievance form (Appendix B) within fifteen (15) work days of the occurrence of the alleged grievance or within fifteen (15) work days of the time the grievant should have known of the alleged grievance.
- b. Immediate Supervisor:
 - (1.) School level grievance: The immediate supervisor shall have ten (10) workdays after such filing to respond to the grievant in writing. The Association shall have a right to be present at Level 1 at the Association's option.
 - (2.) County level grievance: Grievances occurring or alleged to have occurred that are not in building (school level) grievances that cannot be settled by the immediate supervisor shall be forwarded to Level II by the immediate supervisor within three (3) workdays of receipt.

2. Level II

- a. Grievant: If the grievant is dissatisfied with the response at Level I or if a response is not given or is untimely, the grievant may within ten (10) work days of the supervisor's response (or in the case of no response the date the response was due to the grievant) process the grievance to Level II, the Superintendent of Schools, by submitting said grievance to the office of the Superintendent not later than the end of the final work day as called for herein.
- b. Superintendent: The Superintendent of Schools or his designee shall have fifteen (15) workdays to respond to the grievant in writing.

3. Level III - Arbitration

- a. Grievant
 - (1.) If the grievant is dissatisfied with the response at Level II or if a response is not given or is untimely, the grievant may within five (5) work days notify the office of the Superintendent, using the district's grievance form, that the grievance is being arbitrated.
 - (2.) It shall be the responsibility of the grievant to notify the American Arbitration Association who shall conduct said arbitration in accordance with the rules.
- b. Arbitrator
 - (1.) The arbitrator shall be required to hold a hearing within twenty (20) days after selection from the American Arbitration Association list. Selection shall be by alternately striking names until the name remaining is the Arbitrator, or by individual striking of separate lists and returning such struck list to the American Arbitration Association.

- (2.) The Arbitrator shall be required to submit his award report not later than fifteen (15) workdays after the close of the hearing or receipt of post hearing briefs if such brief is requested by either party.
- (3.) The Arbitrator shall not have the power to add to, subtract from or alter the terms of the agreement.
- (4.) All decisions of the arbitrator shall be final and binding on the parties in keeping with Florida Statutes.

c. Arbitration

- (1.) Evidence not produced in Level I or Level II by a party shall not be offered in arbitration.
- (2.) The losing party shall pay the costs of the arbitrator. All other expenses of the arbitration, such as the cost of transcripts, shall be borne by the requesting party.
- (3.) Employees (grievants, Association representatives, etc.) whose presence is required at the arbitration hearing shall be excused with pay from their normal duties in order to attend the hearing.

ARTICLE V

TEACHING CONDITIONS

- A. The length of the contract year for 10-month teachers shall be 196 days or as established by law.
- B. The regular workday shall be seven (7) hours and thirty (30) minutes of continuous time including an uninterrupted duty-free lunch period of at least twenty-five (25) minutes each day. If it is necessary for a teacher to be assigned duty during his or her lunch period, compensatory time off from work will be granted.

The regular workday for twelve (12) month employees shall be seven (7) hours and thirty (30) minutes of continuous time including an uninterrupted duty-free lunch period of at least twenty-five minutes each day. The immediate supervisor may extend the lunch period up to an additional thirty-five (35) minutes without pay. The lunch period extension if granted shall not act to, nor be construed to extend the workday beyond eight (8) hours, for any reason, if granted by the immediate supervisor.

- C. Teachers may leave the school during the workday and prior to their regular ending time only with the permission of the principal or his/her designee. Should more than two (2) hours be required off, then one-half (1/2) day or one (1) full day, whichever is appropriate, sick or personal, shall be deducted from the accumulated sick leave balance.
- D. The Board and Association encourage teachers to participate in extracurricular activities to the extent their time and energy allows since a good deal of the professional responsibility of a teacher entails maintaining a beneficial rapport with their students and parents. Assigned extracurricular activities approved at the discretion of the Board are supplemented on the supplemental salary schedule, and said assignment categorization is thereby subject to periodic review by the parties to the agreement.
- E. Faculty meetings in each school shall be scheduled whenever circumstances require them and/or on a periodic basis at the discretion of that school administrator, the Board or its designee. Such meeting shall be as brief as possible and shall be within the normal working day except in extenuating circumstances or as provided in Article VI, section C relating to planning time.
- F. A teacher may be required, in extenuating circumstances, to take care of another teacher's assignment. A reasonable effort will be made to secure a substitute.
- G. Summer school paychecks shall be paid on regularly scheduled paydays. The final paycheck shall be paid on the next falling regularly scheduled payday after service has been rendered.
- H. Privacy for teacher/parent or teacher/student meetings and conferences shall be observed to the extent possible within existing facilities.
- I. School premises are public buildings and the direct responsibility of the Board and its designees. Board employees shall have access to these buildings subject to the Board or designee's approval only.
- J. Supervisors of student teachers shall be certified and qualified. Every effort shall be made to encourage such teachers to accept the responsibilities entailed by this assignment, but only volunteers shall be assigned to such duties.
- K. The Board and the Association agree that conferences are an integral part of input for educational planning. Conferences shall be held during the school year as is necessary for each student. Teachers shall make every effort to hold a conference with each parent and/or guardian of a failing student during each applicable nine (9) weeks period.
- L. Teacher planning days shall be utilized for planning. Teachers' lunch period on these days shall be one (1) hour which will be uniform throughout each school.

ARTICLE VI
CLASS SIZE, CLASS LOADS AND PREPARATION

- A. The parties agree that class size shall be based on a uniform formula established by the Administration and applied consistently within similar schools county-wide. Said formula shall be posted at each work site at the beginning of the school year.
- B. The Board shall endeavor to equalize teacher preparation requirements as deemed appropriate for maintaining high standards of education.
- C.
 - 1. During a regular work week, teachers will be guaranteed a minimum of 325 minutes of planning and preparation time. The administration of each school shall ensure that scheduled uninterrupted time is made available during each work day for each classroom teacher that is ordinarily available to be utilized for teacher planning, parent conferences, lesson preparation, student assessment, record keeping, and other teacher-directed activities. This assurance is not intended to diminish existing practice relative to scheduling planning time.
 - 2. The administration shall make every effort to avoid repetitive interruptions to teacher planning time. Issues that cannot be communicated clearly through e mail or written communication should not be placed on the agenda except when necessary. This provision does not diminish the effect of contractual provisions relating to faculty meetings in Article V, section E.
 - 3. The Nassau County School Board and the Nassau Teachers Association agree to the continuation of the joint Teacher Planning Committee. The committee will consist of three (3) members chosen by the district, three (3) members chosen by the Association President, and one chair appointed by mutual agreement between the Superintendent and the Association President. The purpose of the committee is to monitor the implementation of planning time, make recommendations to address issues and solve problems as they arise regarding the scheduling of planning time.
 - 4. The priority of the board shall be to provide a planning period during the student day. Until this is feasible at all schools for all teachers, the Joint Teacher Planning Committee shall work collaboratively to make incremental gains toward this goal.
- D.
 - 1. The School Board shall have a weekly early release of students for up to one hour. The purpose of the early release is to provide additional planning time for teachers. Parameters with regard to the implementation and use of this early release time shall be as set by the Teacher Planning Review Team and / or as adopted by the Nassau County School Board.
 - a) Administrators shall not schedule school-wide meetings or trainings during the designated early release time for planning. Meetings are not to be scheduled and announced as “Optional.”
 - b) Teachers shall not be required to schedule parent conferences during early release planning time. However, if an individual teacher chooses to schedule parent conferences during this time on an occasional basis to accommodate parent schedules, such conferences shall be permissible.
 - c) Teachers shall not be assigned additional duties in conflict with the teacher planning time. This is notwithstanding regularly assigned after-school duties supervising students leaving the campus. Such duties shall not extend unreasonably after student dismissal.

2. One day per grading period, the School Board shall have an early release of students for one half (1/2) day. The purpose of the early release is to provide additional planning time for teachers. Parameters with regard to the implementation of this early release time shall be as set by the Teacher Planning Review Team and / or as adopted by the Nassau County School Board.
3. School-wide meetings or trainings will not be scheduled during the designated early release planning time, unless requested by the teachers. If such training or meetings are offered at teachers' request, only those teachers making the request shall be required to attend. Teachers shall not be required to schedule parent conferences during early release planning time.

ARTICLE VII
INSTRUCTIONAL PERSONNEL EVALUATION

- A. 1. Evaluation of instructional personnel performance and professional competency is the responsibility of the Board and School Administration.
2. It is understood that the results of the evaluation of an instructional staff member's performance and competency are intended to support improved student achievement, develop district and school improvement plans, help identify professional development opportunities and improve retention and the instructional staff member's skills which will result in making the instructional staff member more beneficial to the school system.
3. The official final summative evaluation forms to be used are in Appendix C. Whenever the official evaluation form is prepared for an instructional staff member it shall be reviewed within ten (10) workdays with said staff member before being filed.
4. Observations may occur at any and all times, except as outlined in paragraph F below, and informal discussions shall take place whenever requested by the principal or instructional staff member at a mutually agreed time.
5. The principal must provide a written communication describing the concern prior to the assignment of a Developing or Needs Improvement rating or the assignment of an Unsatisfactory rating in order to provide the instructional staff member a time period to improve the identified element(s) of concern. This requirement does not apply to final student assessment data, misconduct or safety concerns.
6. Instructional personnel shall be provided with a copy of all formal evaluation documentation instruments which shall be signed and filed in their personnel file.
- B. Continuous and repetitive unsatisfactory or needs improvement evaluations may be just cause for dismissal. Improvement of deficiencies in instructional performance and competency shall be the responsibility of the instructional staff member. Assistance from the school administration shall be provided in accordance with the approved instructional evaluation system.
- C. Instructional personnel shall have the right upon reasonable notice and request, in the presence of an authorized Personnel Office staff member, to review the contents of their personnel file excluding those expressly prohibited by law. This official file will be located in the Personnel Office.
- D. The district shall provide instructional personnel access to the district procedures for the formal instructional evaluation system. In addition, a copy of the district procedures for instructional evaluation shall also be made available at each school. Failure of an instructional staff member to make himself/herself aware of these procedures shall not be interpreted as relieving that instructional staff member of any of the responsibilities and duties required by the district.
- E. The Superintendent and Association shall organize an instructional evaluation system committee composed of two (2) members appointed by the Association, two (2) members appointed by the Superintendent, and a chair appointed by the Superintendent. The instructional evaluation system committee shall meet each year during the first semester and as deemed necessary by the Chair or the President of the Association, for the purpose of evaluating the procedures, instruments, and criteria used in the instructional evaluation system. A written report shall be made by the committee chair to the bargaining teams by April 1 of each year. Amendments to the procedures, instruments, and/or criteria shall be recommended in writing to the Superintendent for his/her approval or disapproval. If disapproved, the changes will be returned to the committee for modification. The Superintendent will

send approved amendments to the Board for its consideration. Any recommendations requiring an amendment to the Agreement shall be submitted to the collective bargaining teams for consideration by the Superintendent before Board action. The chair shall be responsible for notifying all members of the time and place of meetings. The chair is empowered to vote only in case of a tie.

- F. Within two (2) weeks after the beginning of each school year, the principal or designee and/or district personnel shall acquaint each employee directly under his/her supervision with the criteria, data sources, methodologies, evaluation procedures, standards and instruments used for the assessment. The principal shall explain the requirements as they relate to the evaluation instrument. The purpose of the orientation is to achieve mutual understanding of the evaluation system. No evaluation or observation (informal or formal) shall take place until such orientation has been completed.

ARTICLE VIII
TEACHER PROTECTION AND AUTHORITY

- A. Teachers will be provided just cause as required under Florida Statutes.
- B. If a contracted teacher is to be disciplined which shall include reprimand, reduction in rank or compensation, suspension or dismissal, said teacher shall be permitted a representative of his or her choice if desired. When a request for such representation is made, it shall be honored, and a reasonable opportunity given for the representative to be present.
- C. In cases of reprimand only, any teacher may, if called in for a reprimand during a workday, delay the meeting until the end of said workday so that a representative may be present. A reasonable opportunity shall be defined as within two (2) workdays in cases other than suspension or dismissal and the same day for suspension or dismissal.
- D. No disciplinary action shall be taken against a teacher on the basis of an anonymous complaint without a thorough investigation which yields evidence that proves the allegation. No disciplinary action shall be taken against a teacher on the basis of a parent and/or student complaint unless the complaint has first been reported to the teacher in writing and the teacher has been given no less than five (5) work days to provide a written response to such complaint. Failure of the teacher to provide such response as provided herein shall not act as a bar to further processing of the complaint. Such written response, if provided, shall be attached to the parent/student complaint.
- E. No teacher shall be disciplined for refusal to work in a situation which has been declared to pose imminent danger to the teacher's health, safety, or welfare. Such a declaration shall only be valid when the evaluation and judgment as to whether the condition is unsafe is made by a person or persons selected by the Superintendent to make such evaluations and judgments.
- F.
 - 1. The Board / Superintendent reserve the right to take disciplinary action, up to and including dismissal, against any employee based on the seriousness of the offense and the employee's record.
 - 2. Progressive discipline steps are as follows:
 - a. First offense – Oral warning
 - b. Second offense – Warning/reprimand
 - c. Third offense – Written warning reprimand/suspension
 - d. Fourth offense – Suspension with or without pay
 - e. Fifth offense – Termination
 - 3. The term "offense" as used herein shall mean any offense during a calendar year whether of the same type as other offenses or not, except as provided for in paragraph F.1.
- G. Except for material excluded by Florida Statute, no material derogatory to a teacher's conduct, service, character or personality shall be placed in a teacher's file unless the teacher has had an opportunity to read the material and file a written response, if so desired. The teacher's signature shall be affixed to the material to be filed, signifying that the teacher has read same.
- H. When school or district administrators become aware that a student may pose a threat to other students or to school staff, teachers who are expected to have contact with that student shall be notified of the threat within 24 hours or the end of the next student day, whichever is sooner.

I. Removal of Students Pursuant to Statutory Authority

- (1) Teachers are encouraged to familiarize themselves with the provisions of FS Section 1003.32 regarding a teacher's authority to remove disruptive students.
- (2) A teacher may remove from class any student: (a) who has been documented by the teacher to repeatedly interfere with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn, or (b) whose behavior is so unruly, disruptive or abusive that it seriously interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn.
- (3) If a teacher removes a student from class under FS 1003.32(4), the student may not be returned to that teacher's class without the teacher's consent or unless the Placement Review Committee established under FS 1003.32(6) determines that such placement is the best or only available alternative. The teacher and the Placement Review Committee shall render decisions within five (5) workdays of the removal of the student.
- (4) Any teacher who removes 25% of his/her total class enrollment shall be required to complete an Individual Professional Development Plan to improve classroom management skills.

ARTICLE IX
HIRING - ASSIGNMENT - REASSIGNMENT

- A. A sincere effort shall be made to hire and place teachers in keeping with their certification and the needs of the Nassau County School System. In the placing of teachers, the teachers' preference will be among the factors to be considered.

- B. The parties agree that the right to hire, assign, reassign and transfer personnel is vested in the Board. However, both parties agree that the Board in exercising such rights shall continue to do so in a non-arbitrary and non-capricious manner. The parties also agree that bargaining unit members shall be hired, assigned, reassigned or transferred in keeping with their certification, position qualifications and applicable Florida Certification Statutes as are in effect whenever possible, except in those cases necessitating a reduction-in-force or extenuating circumstances at which time the Board shall make such changes as are necessary for the efficient operation of the schools. In the employment activities described in this paragraph, the teacher's preference will be among the factors to be considered.

ARTICLE X

POSTING

A. Vacancy

1. Vacancy shall be defined as a position left unfilled because of:
 - a. Promotion
 - b. Resignation
 - c. Retirement
 - d. Termination
 - e. New Staffing
 - f. New Operation Start Up
 - g. Voluntary Transfer

B. Posting

1. It is agreed between the parties that vacancy posting shall be accomplished as is provided for herein.
2. All vacancies shall be posted and held open for five (5) week days provided at least two (2) days of the posting, including the closing day are on district work days, and the administrator has had fifteen (15) work days notification prior to the date of the opening.
3. In the event no notice is timely given or a vacancy is the result of a school to school transfer, there shall be no requirement to post and the position(s) may be filled immediately or at the sole option of the Board or its designee. However, should a position remain vacant for five (5) workdays, such vacancies shall be posted and held open for five (5) weekdays, provided the closing day is on a district work day.
4. Posting for applicable known vacancies, after in-school reassignments have been made, shall be posted as they occur and as required. For the purpose of communication only, related extracurricular activity assignments that may be desired by the principal shall also be posted with the corresponding vacancy when the personnel department is aware of such assignments. Any teacher appointed to the posted vacancy may not expect to assume the responsibilities of the extracurricular activity unless specifically assigned that responsibility by the principal.
5. Posting shall not take place nor apply during a reduction in force. Posting shall not take place for positions that create bumping situations during the school year.
6. The Board shall post vacancies at all work sites and on the district website via Applicant Tracking or a similar program used by the District. Each such vacancy as posted shall have an effective date which shall be construed to be the first day of the posting. The effective date shall be the same at all work sites. All postings shall be accomplished by the effective date for each position posted.

ARTICLE XI
VOLUNTARY TRANSFERS

- A. It is agreed between the parties that there shall be two types of voluntary transfer as follows:
 - 1. School to school transfer
 - 2. Within school transfer
- B. The term "transfer" as used herein shall mean the action of a teacher being reassigned from one worksite to the other and shall not be construed as requiring the District to necessarily place the transferring teacher into a particular assignment or position at his/her new worksite. Teachers are employees of the District and not of the individual worksite to which they may be assigned.
- C. The term voluntary transfer shall convey no new right or opportunity for the employee nor any new obligation for the Board other than as called for herein. The inclusion of the term voluntary transfer shall only provide for posting opportunities in keeping with the current contract language.
- D. School to school transfer applies only in those positions vacant as defined herein and not as a result of a transferring employee.
- E. Within school transfer shall be defined as that transfer in which an employee requests and is considered for movement within the school campus in which the employee has been assigned prior to the request for transfer and that the transfer request applies to the same school campus as called for herein. Only within school transfer requests may be submitted for consideration in grade level and/or subject assignment change. Within school transfer requests by employees shall receive preference over transfer requests by employees wishing to transfer from school to school in which a within school transfer is pending at the time of the school to school transfer request. Within school transfer requests shall only be considered after the end of a school year for the next school year.
- F. All transfer requests by employees shall be made in writing for a posted position and submitted to the principal who shall be responsible for request processing.
- G. Transfer applications for a posted position shall be accepted for five (5) working days, said five (5) working days to include the day of the posting. Transfer applications shall not be accepted after the fifth working day. Positions on the posted list may be filled after said time.
- H. Transfer applications shall apply only to the posted position applied for in the transfer request and will not be retained for future postings as each position transfer request sought shall require a new application.
- I. All transfer requests from current employees shall be given serious consideration in the Board's determination as to which applicant from the pool of applicants will be selected for the vacant position. Preference points for Nassau teaching experience for Nassau teachers shall be added to the interview points as follows:

15 or more years	7 points
7 to 14 years	5 points
3 to 6 years	3 points

The non-ordered criteria to be considered in such determination shall include:

- Certification
- Formal Evaluations
- Job Observations
- Competency
- Efficiency of the operations
- Absenteeism
- Lateness

- J. System wide seniority shall be used in the event two in-system applicants are considered equal, to select the most qualified transferee if a position is being filled by a transferee. Such years of service shall be continuous and uninterrupted in order to apply as system wide seniority.
- K. Said processing and selection by the principal relative to transfer requests shall not be arbitrary or capricious and shall be subject to the grievance procedures of this contract.
- L. Transfer requests shall be subject to approval by the appropriate principal for within school transfer requests. School to school transfer requests submitted between the last day of post planning and July 1 for posted openings for the next school year shall be subject to approval by the receiving principal provided that upon being advised of the approval of the school to school transfer request, written notice by the transferring employee is immediately given to the releasing principal. Transfer requests shall be subject to approval by both the sending and receiving principal in the case of school to school transfer requests submitted any time other than between the last day of post planning and July 1.
- M. Upon final approval or disapproval of the transfer, the receiving principal shall notify the transfer applicant and the Personnel Department of the final status of the request by sending a copy of the completed and signed transfer form. The Personnel Department will notify the Association of the status of the transfer request. Final approval of any transfer rests with the Superintendent and Board.
- N. This procedure for voluntary transfer shall not apply to a reduction in force and does not permit bumping in any of the foregoing provisions.

ARTICLE XII
INVOLUNTARY TRANSFERS

- A. Involuntary transfers are not an ordinary occurrence; however, when involuntary transfers are made, they shall not be for arbitrary and capricious reasons. Such decisions, if and when made, are subject to the grievance procedure of this contract. However, at times, involuntary transfers are necessary for the efficient operation of the schools, reduction in force, compliance with Federal or State law or court order, or other extenuating circumstances and at those times the Board or its designee, at its option, may involuntarily transfer personnel.

- B. Involuntary transfers will not be used in those instances where a volunteer is available to transfer to an opening in the district for which the volunteer is qualified. Such qualifications should be construed to mean satisfactorily meeting certification and formal evaluation requirements. The following criteria should be considered: informal job observations, competency, absenteeism, lateness standards, and efficiency of the operations of the school system. In the event two such volunteers are available, annual evaluation ratings shall be used if both transfer volunteers are considered equal to select the most qualified transferee.

ARTICLE XIII
REDUCTION IN FORCE - RECALL

A. Reduction in Force

1. It is agreed between the parties that the right to reduce force is vested in the Board and that all such reductions and/or allocations shall be at the discretion of the Board. Non-renewal of annual contract instructional personnel or terminations not as part of an announced reduction in force shall not be construed to be a reduction in force.
2. Reduction in force when announced shall take place as follows:
 - a. Instructional personnel to be terminated or involuntarily transferred shall be notified by the appropriate administrator.
 - b. The ordered criteria to be considered as to who shall be reduced in force shall be program needs, certification and formal evaluation ratings.
 - c. When the evaluation ratings for instructional personnel identified for reduction pursuant to subsection b. above are equal, the following evaluation criteria shall be used to determine the employee to be reduced in force:
 - First, lowest evaluation ratings for the last two most recent evaluations.
 - Second, lowest evaluation ratings' numerical values of the last two most recent evaluations.

B. Reduction in Force Recall

1. Instructional personnel relieved from duty as a result of a reduction in force in section A, except for those whose current year evaluation rating is not unsatisfactory, shall be placed on a preferential hiring list for a period of one year.
2. All such employees may be considered only on one list and shall have an opportunity for re-employment consideration prior to the employment of new instructional personnel to fill vacancies for which preferential list candidates are eligible.
3. It is the intent of the parties that when qualifications and other criteria as is established herein are equal, that instructional personnel on the preferential hiring list shall receive preference over a new applicant.
4. Reemployment preference shall be provided to instructional personnel based on their qualifications to be assigned to such positions. Qualifications shall include certification in the field of the open position as the highest criteria and then, the highest last evaluation rating. The highest evaluation rating shall be defined as:
 - First, highest most recent evaluation ratings.
 - Second, highest prior year evaluation ratings.
 - Third, highest most recent evaluation ratings' numerical value.
 - Fourth, highest prior year evaluation ratings' numerical value.

5. In order to maintain eligibility on said list, instructional personnel are required to:
 - a. Maintain a current mailing address in the county office.
 - b. Respond to the certified letter which shall be issued in sufficient time to allow five (5) working days' notice to the instructional personnel as to the availability of a position.
 - c. Inform the Board by certified mail or personal delivery to the District Personnel Office as to acceptance or rejection of the re-employment offer within five (5) working days of the receipt of the Board offer for re-employment. If the instructional staff person is certified and meets the other requirements as are established herein for the position offered, s/he shall take the position offered or decline to take said position. If the position offered is declined, s/he shall have waived his/her right to recall except s/he may refuse (2) two recalls without affecting his/her position on the recall list if the position offered is on the other side of the county. The Hilliard/Bryceville/Callahan area shall be considered one side of the county and the Yulee/Fernandina Beach area shall be considered the other side of the county.

ARTICLE XIV

LEAVES

A. Sick Leave

1. Sick leave for the personal illness or disability of a teacher or for the illness or death of his/her father, mother, brother, sister, husband, wife, child, and other close relatives or member of the family living in the household, shall be credited annually to members covered under this agreement on the following basis:
 - a. Four (4) days of sick leave to be credited on the first day of employment each year.
 - b. Thereafter, one (1) day of sick leave for each month of employment to be credited to the employee at the end of the month. Such day is not to be used prior to the time it is earned and credited to the employee.
 - c. No more than one (1) day of sick leave times the number of months of employment can be earned in any one year.
 - d. Such days shall be cumulative from year to year without limit and the sick leave balance of each teacher shall be printed on his/her paycheck.
 - e. Earned sick leave days from other school systems in Florida may be transferred to the Nassau County System. The teacher must inform the Nassau County System of such days and request their transfer to the Nassau County System. Such leave shall be verified from the county where it was earned. Days transferred are not retroactive. The transfer to Nassau shall be at a rate of one day transferred in for one day earned in Nassau.
 - f. In accordance with Nassau County School Board policies, a teacher may authorize his or her spouse, child, parent, or sibling who is also an employee of the Nassau County School Board to use sick leave that has accrued to the authorizing teacher, provided that the recipient may not use the donated sick leave until all of his or her sick leave has been depleted, excluding sick leave from a sick leave pool, if the recipient participates in a sick leave pool. Donated sick leave under this paragraph shall have no terminal pay value as provided in section H (Terminal Sick Leave Pay).
 - g. A teacher (donor) may donate up to fifty percent (50%) of his/her accumulated sick leave, not to exceed twenty-five (25) days, to another employee (recipient) who has been approved by the district payroll office to accept such donated leave with the following conditions:
 - (1) The donor must retain at least eight (8) sick leave days after authorized days have been donated.
 - (2) The identity of the donor may not be made public except as required for audit purposes and to the extent required by law.
 - (3) Sick leave deducted from each donor's sick leave balance shall be in proportion to the need approved.
 - (4) Unused donated sick leave shall be returned to the donor(s) in proportion to that donated by all donors.

- (5) The recipient must file a request for donated leave with Payroll that is accompanied by a statement signed by the recipient establishing the need for donated leave for his / her own personal serious illness or injury with a statement signed by a medical physician treating the illness or injury substantiating the seriousness of the illness or injury and the need for the days requested.
 - (6) The minimum number of days requested by the recipient and verified by the medical physician as needed shall be five (5) days.
 - (7) The recipient may not use any donated days until his / her leave balance has been depleted excluding days donated to the sick leave bank.
 - (8) The donated days shall not have terminal pay value for the recipient.
- h. Sick leave benefit usage for other than illness or disability as provided herein shall be prohibited. The Board may request verification of illness or disability from any employee utilizing said benefits and the employee shall provide at his/her own expense such verification upon request. Such request shall only be made in the event of suspected benefit abuse or if benefit usage exceeds five (consecutive) workdays.
 - i. Annual payment for annually accumulated sick leave: An annual payment will be made to those teachers' requesting such payment for the unused accumulated sick leave that is earned for that year, based on the daily rate of pay of the teacher multiplied by sixty (60) percent. This payment will be made upon written request by the employee before June 1 of that year to the Personnel Office with the payment being made by June 30.

B. Illness-In-Line-of-Duty Leave

1. A teacher shall be eligible for an illness-in-line-of-duty leave when he/she has to be absent from his/her duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work.
2. Such leave shall be limited to a total of not to exceed ten (10) school days during any school year for illness contracted or injury incurred, from such causes as prescribed above, but may be extended by the Board.
3. Any claim for compensation due to such illness or injury must be filed within three (3) working days from the date of return to work.
4. Before authorizing such compensation, the Board must be satisfied that the circumstances surrounding such illness or injury was contracted in school work. To such end it will require verification, including a doctor's certificate of such illness or injury and the date of return to work as approved by the doctor in charge of the case or as selected by the Board.
5. No employee shall be compensated under this provision in excess of his/her regular daily rate of pay for any day utilized as authorized under the provision.

C. Personal Leave

1. Six (6) days of personal leave shall be granted with pay, subject to the following conditions:
 - a. Notification to the principal by the teacher at least two (2) school days in advance of the anticipated absence when the teacher has knowledge of the anticipated absence.
 - b. Such personal days will be deducted from sick leave and are non-cumulative.
 - c. Absences will be charged to sick leave or personal days as appropriate until all have been used. After all paid personal days have been used, requests for personal leave without pay shall be in writing to the School Board. Absences not approved by the Board and taken for personal reasons after all paid personal days have been used require a written explanation by the employee to the immediate supervisor upon return to work. The employee will be docked one day's pay for each day absent and the explanation will be filed in the employee's personnel file.
2. Only the School Board has the authority to approve a personal leave without pay. Personal leave without pay for up to twelve (12) months may be requested. Said leave shall be requested in writing through the Office of the Superintendent providing the reason for the request and allowing ten (10) days' notice prior to the Board meeting at which the request is to be considered. The ten (10) day notice may be waived by the Board for cases with extenuating circumstances. Requests for extended leave to take another position for salary shall be denied unless there are extenuating circumstances.
 - a. Parental/Child Rearing Leave for full-time employees of the Board may be requested for up to one (1) year following the birth of a child for the purpose of child rearing. Similar times or overlapping time periods for maternal and paternal leave shall not be approved for the benefit of the same child.
 - b. Adoptive Leave for full-time employees of the Board may be requested by either the adoptive mother or the adoptive father but not both for up to one (1) year following the adoption of a child for the purpose of child rearing.

D. Bereavement Leave

1. A bereavement leave program shall be made available for full-time instructional personnel to attend the funeral and attend to other related arrangements in the event of the death of family members as outlined below.
2. In the event of the death of a father, mother, brother, sister, spouse, child, grandparent, grandchild, step-parent, step-brother, step-sister, or step-child, instructional personnel may be granted up to five (5) consecutive work days of paid leave at the discretion of the Superintendent or designee. Such leave, if approved, shall be taken in equivalent work hours.
3. In the event of the death of a father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparent-in-law, instructional personnel may be granted up to three (3) consecutive workdays of paid leave at the discretion of the Superintendent or designee. Such leave, if approved, shall be taken in equivalent work hours.

4. Bereavement leave requests shall be subject to approval by the Superintendent or designee.
 - a. In order for approval of the bereavement leave request to be processed, such requests must be supported by documentation of the death. Such documentation may be official notice of death, copy of the certificate of death, newspaper obituary, or funeral program.
 - b. Leave provided under the sick leave section of this Article made available for the purpose of the death of a family member must first be exhausted.
5. Days of absence pursuant to this section shall be unpaid if any of the conditions for the leave request set forth herein are not met.
6. Leave provided pursuant to this section shall not be cumulative and shall not be deducted from the accumulation of other leave earned pursuant to this Article except as otherwise provided and is not subject to any other provision in law or contained in this Article pertaining to accumulation of leave or terminal or annual leave payout.

E. Domestic/Sexual Violence Leave

1. An employee who has provided advance notice and who has been employed full time by the district for at least three (3) consecutive months shall be permitted to request and, upon approval, take a maximum of three (3) working days of paid leave from work in the school year if the employee or a family or household member of an employee is the victim of domestic or sexual violence.

An employee seeking leave under this section must, before receiving the leave, exhaust all annual or vacation leave, personal leave, and sick leave. Should sick leave be the only available leave remaining, the Superintendent or designee may waive this requirement if the reason for the request does not fall within the requirements for the use of sick leave.

2. The purposes of Domestic or Sexual Violence Leave include:
 - a. To seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;
 - b. To obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence or sexual violence;
 - c. To obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence or sexual violence;
 - d. To make the employee's home secure from the perpetrator of the domestic violence or sexual violence or to seek new housing to escape the perpetrator; or
 - e. To seek legal assistance in addressing issues arising from the act of domestic violence or sexual violence or to attend and prepare for court related proceedings arising from the act of domestic violence or sexual violence.

3. Procedures and Definitions

- a. "Family or household member" is as defined in s. 741.28(3), FS. "Family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a

family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

- b. "Domestic violence" is as defined in s. 741.28(2), FS or s. 741.313(1)(a), FS.

"Domestic violence" means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member. s. 741.28(2), FS.

"Domestic violence" means domestic violence, as defined in s. 714.28, or any crime the underlying factual basis of which has been found by a court to include an act of domestic violence. s. 741.313(1)(a), FS.

- c. "Sexual violence" is as defined in s. 784.046, FS or s. 741.313(1)(e), FS, including any crime the underlying factual basis of which has been found by a court to include an act of sexual violence.
- d. The employee requesting Domestic Violence Leave or Sexual Violence Leave must notify the principal at least two (2) school days in advance of the anticipated absence except in cases of imminent danger to the health or safety of the employee, or to the health or safety of a family or household member.
- e. The employee must provide to the Personnel Office sufficient documentation of the act of domestic violence or sexual violence. Such acceptable documentation shall be defined by a committee comprised of members appointed by the NTA and NESPA presidents and the Superintendent. The definition of acceptable documentation shall be available by October 1, 2008 or within two weeks of ratification whichever comes later.
- f. The Superintendent's Office must keep information relating to the employee's leave under this section confidential and exempt from disclosure pursuant to Chapter 119, FS.

F. Professional Leave Days

The Board may approve up to five (5) days paid or unpaid leave for teachers requesting time for professionally related activities. Detailed applications for such leaves shall be filed with the Superintendent's office not later than thirty (30) days prior to the start of the activity.

G. Sabbatical

1. Teachers after six (6) years of completed service within the Nassau County School System shall be deemed eligible for consideration for a sabbatical leave of absence.
2. Said leave shall not exceed one (1) year and the teacher shall be required to return and work the immediately following year.
3. Compensation up to 50% of the teacher's salary as provided by law may be granted for sabbatical leave at the discretion of the Board.
4. Detailed applications for sabbatical leave shall be filed with the Superintendent's office not later than four (4) months prior to the end of the current contract year before said leave shall commence.

5. Sabbatical leaves for continuance of education shall be subject to verification during the course of the sabbatical.
6. Up to a maximum of one percent (1%) of the instructional staff may be allowed sabbatical during the same period.
7. A teacher who has been on a previously approved sabbatical leave shall acquire an additional six (6) years of service prior to any subsequent application for sabbatical leave.

H. Jury Duty

Jury Duty or Witness Duty: Where an employee is either (1) under subpoena for jury duty during the time he/she is assigned his/her regular duties, or (2) is under subpoena as a witness in connection with his/her official duties or (3) is under subpoena in a court action in which he/she is not a party to the litigation, he/she shall, upon application, be assigned "temporary duty elsewhere". He/she shall receive reimbursement for the difference between his/her regular salary and the amount received for jury duty less any travel allowance upon verification of such service.

I. Return from Leave of Absence

Teachers who have requested and have been granted a leave of absence by the Board shall upon return from such leave of absence be governed by the following conditions:

1. The teacher shall be required to return from the leave granted on the date designated by said teacher at the time of the leave request.
2. Under extenuating circumstances, the teacher may apply for an extension of the original leave. The Board shall have the option to approve or reject such request. However, such decisions of the Board shall not be arbitrary or capricious.
3. Failure to return on a designated date or extension thereof shall constitute absence without duly authorized leave which may subject the teacher to dismissal or other disciplinary action at the discretion of the Board or its designee.
4.
 - a. Any teacher on a leave of absence shall be returned to the position he/she held prior to such leave if said position is available. If said position is not available, the teacher shall be offered a vacant available position for which he/she is certified and qualified.
 - b. If the leave of absence was approved for less than one year and no available position exists for which the teacher is qualified, the teacher will be offered an open and available position in accordance with federal requirements or will remain on leave of absence for the remainder of the school year.

If the leave of absence was approved for a period of one year and no position exists at the time of the return by the teacher the following school year, the teacher shall be placed on a preferential hiring list for a period of one (1) year during which time the teacher shall be re-employed in keeping with this provision or if no re-employment is available as called for herein, dropped from the preferential list with no further re-employment rights after the end of the eligibility year. A teacher may reject one offer for re-employment from the Board if said offer requires cross county travel or is for an out of field position. In such cases the teacher shall be required to notify the Board or its designee of such rejection in writing within five (5) working days of the notification to the teacher of the job offer to maintain eligibility on the preferential list. If a second offer is made to the teacher and the position is one for which the teacher is qualified, the teacher shall accept said offer or have no further re-employment rights.

- c. Should more than one job in the returning teacher's area of certification be available on the day of the teacher's return from the leave of absence, consideration will be made, if possible, to the teacher's residence.
- 5. Any Continuing Contract or Professional Services Contract teacher on Board approved leave of absence for up to one (1) year shall be returned to the position he/she held prior to such leave. If said position is no longer funded or the total units of the school have been reduced, the teacher shall be offered a vacant available position for which he/she is certified and qualified. If there is no vacant position the teacher shall be placed under the placement provisions of paragraph 4. b. or c. above.
- J. The provisions of the Family and Medical Leave Act of 1993 (FMLA) shall be made available to all employees of the Nassau County School Board.

ARTICLE XV
STUDENT DISCIPLINE

- A. The Board agrees to give support to student discipline by providing a written statement governing the procedure which schools will follow. This statement shall be in the hands of all teachers no later than preplanning of each year. All actions taken to discipline students will be recorded on a discipline form and retained at the school. Discipline form and guidelines are in Appendix F.

- B. Student discipline shall be the responsibility of the principal or the principal's designee. The parties agree that broad educational input is important in formulating guidelines for student discipline and that the guidelines should be generally known and utilized in all schools. Interested teachers shall present advisory input to the principal in writing prior to June 1 to be considered for the school's annual revisions to be made prior to August 1.

ARTICLE XVI
PAID HOLIDAYS

- A. The teacher shall have five (5) paid holidays during the school year.
- B. The paid holidays are: Labor Day, Thanksgiving Day and the following Friday, Christmas Day and New Year's Day.
- C. All 12-month employees shall be granted time off with pay for the following dates which occur during their length of service
 - Independence Day - 1
 - Labor Day - 1
 - Thanksgiving - 2
 - Christmas - 2
 - New Year's Day - 1
 - Spring Holiday - 2
- D. Designees of the Association President shall meet with representatives of the Superintendent to discuss the school calendar prior to development of the proposed calendar.
- E. Each 12-month instructional employee may apply for three (3) paid holidays in addition to the paid holidays stipulated in section C. These paid holidays are non-cumulative and, if unused by any employee, shall not carry over for the purpose of an additional holiday beyond the current year. These additional paid holidays must be mutually agreed upon by the employee and principal or supervisor and must be submitted on a form provided by the Board to the principal or supervisor no less than ten (10) workdays prior to the requested date.

ARTICLE XVII
PROFESSIONAL COMPENSATION

- A. 1. Compensation of instructional personnel covered by this Agreement shall be set forth in the salary schedules reflected in Appendix D and shall be implemented pursuant to this section.
2. Base Salary as used in this Agreement shall mean the salary value less supplements for the contract year as specified in Appendix D for the respective salary schedule.
3. A year of experience for the purpose of schedule placement must be for at least one day over one-half of the contract year and must be verified, approved, and accepted by the Personnel Office. See subsection 4 below.
4. Assignment to Entry Level Salary Schedule
- a. The Entry Level Salary Schedules shall be as set forth in Appendix D.
 - b. All instructional personnel newly hired to the district shall be assigned to the pertinent Entry Level Salary Schedule based on approved and accepted experience as specified in Appendix D. Such experience must be received, verified and approved by the Personnel Office provided it is received prior to the end of the instructional personnel contract year. Assignment to the Entry Level Salary Schedule shall be based only on approved and accepted experience that was rated on the respective school districts' evaluation system as Highly Effective, Effective, or, in school districts not utilizing these ratings, as Satisfactory. The salary assignment shall determine the base salary for these new instructional personnel.
 - c. Subsequent adjustments to base salary values for those instructional personnel assigned to the Entry Level Salary Schedule shall be paid in accordance with the Performance Salary Schedule stipulations in Appendix D and subsection 6, Performance Salary Schedule. Such adjustments shall be available only to those with a prior year of Nassau County experience and to those who received a Highly Effective or Effective performance rating in the prior year and as determined through the collective bargaining process. The resulting salary shall be the new base salary for each instructional employee.
5. Grandfather Salary Schedule
- a. (1) The Grandfather Salary Schedule shall determine the base salary for all instructional personnel employed prior to the implementation of the Performance Salary Schedule.
 - (2) Effective July 1, 2015, the Grandfather Salary Schedule shall determine the base salary for only returning PSC or CC instructional personnel. Those instructional personnel who possess the PSC or CC contracts who choose to continue to participate in the Grandfather Salary Schedule shall retain their contract status in accordance with Florida law. See subsections 6 b. and c. for rules pertaining to transferring to the Performance Salary Schedule.
 - b. Instructional personnel shall receive an adjustment to the prior year base salary as determined through collective bargaining and in accordance with the stipulations of this sub subsection and of Appendix D. The resulting salary shall be the new base salary for each instructional employee.
 - (1) Adjustments to the base salary shall be as negotiated and as set forth in the Grandfather Salary Schedule in Appendix D.

- (2) An adjustment may be made only to the base salaries of those instructional personnel who earned a year of experience for the prior year.
- (3) Only instructional personnel who are assigned a performance rating of Highly Effective or Effective in the prior year shall be eligible for a base salary adjustment.
- (4) The total adjustment amount available to any base salary of instructional personnel assigned to the Grandfather Salary Schedule shall not exceed the adjustment amount of instructional personnel assigned to the Performance Salary Schedule who are assigned a performance rating of Highly Effective for the prior year.

6. Performance Salary Schedule

- a. The Performance Salary Schedule shall be mandatory for all qualified Annual Contract instructional personnel and all instructional personnel employed new to the district or rehired after a break in service on or after July 1, 2014. See requirements for placement on the Entry Level Schedule for new instructional personnel in Appendix D and subsection 4.
- b. Instructional personnel employed continuously prior to July 1, 2014 in Nassau County who possess a professional service contract or continuing contract and who were assigned to the Grandfather Salary Schedule may participate in the Performance Salary Schedule only upon exchanging their continuing contracts or professional service contracts for the annual contract pursuant to s. 1012.335, FS and the procedure set forth in the following sub section. The decision to exchange the continuing contract or professional service contract is irrevocable in accordance with Florida law. Those instructional personnel who possess the continuing contract or professional service contract who choose to continue to participate in the Grandfather Salary Schedule shall retain their contract status in accordance with Florida law.
- c. Returning instructional personnel currently assigned to the Grandfather Salary Schedule who choose to be placed on the Performance Salary Schedule in accordance with the stipulations of the previous sub section must provide written notice to the Personnel Office prior to April 1, to be effective on July 1 of the following contract year, or within thirty (30) days of ratification of the Agreement.
- d. Instructional personnel assigned to the Entry Level Salary Schedule shall be adjusted in accordance with the stipulations of the Performance Salary Schedule in Appendix D. Instructional personnel assigned to the Performance Salary Schedule shall receive an adjustment to the prior year base salary as determined through collective bargaining and in accordance with the stipulations of this sub subsection and of Appendix D. The resulting salary shall be the new base salary for each instructional employee.
 - (1) Adjustments to the base salary shall be as negotiated and as set forth in the Performance Salary Schedule in Appendix D.
 - (2) An adjustment may be made only to the base salaries of those instructional personnel who earned a year of experience for the prior year.
 - (3) Only instructional personnel who are assigned a performance rating of Highly Effective or Effective in the prior year shall be eligible for a base salary adjustment.
 - (4) The adjustment to any base salary of instructional personnel assigned to the Performance Salary Schedule who are assigned a performance rating of Highly Effective for the prior year shall exceed the total adjustment available for any instructional personnel assigned to the Grandfather Salary Schedule.

- B. A supplement for the next higher degree level shall be prorated to the first day of each semester, provided that:
1. The required course work is completed prior to the semester or within three (3) weeks of the start of that semester and
 2. Appropriate evidence of additional academic credit earned is on file with the Personnel Office.
- Employees who become eligible for the higher degree supplement effective the second semester, shall receive 50% of the supplement amount.
3. Supplements for higher degree for instructional personnel employed on or after July 1, 2011 shall be awarded as stated herein except that such higher degrees must be in areas reflected on the Florida Professional Educators or Temporary Certificate. The Personnel Department shall maintain the list of acceptable higher degrees that correspond to areas of certification.
- C. 1. Grandfather Salary Schedule Differentiated Pay: Differentiated pay supplements for additional responsibilities, critical shortage areas, school demographics, and level of job performance difficulties, and other assigned responsibilities shall be those as set forth in Appendix E.
2. Performance Salary Schedule Differentiated Pay: Differentiated pay supplements for additional academic responsibilities, certification and teaching in critical shortage areas, assignment to Title I eligible schools, assignment to schools that earned a grade of "F" or three consecutive grades of "D" pursuant to s. 1008.34, FS, and other assigned responsibilities shall be established in Appendix E upon implementation of a Performance Salary Schedule through collective bargaining.
 3. The Differentiated Pay Committee shall review and monitor recommendations for amendments on a minimum schedule of five years.
- D. Instructional personnel who are required to attend in-county activities for which they are eligible to receive in-service points shall be paid ten dollars (\$10) for each hour of attendance beyond the regular school day. This provision does not apply to extra-curricular positions or activities.
- E. Instructional personnel authorized to use private automobiles in the conduct of school business shall be reimbursed in accordance with School Board policy at the rate allowed by the Internal Revenue Service. Mileage to other than the home school to begin or end the day will be paid from the nearest point to the location assigned.
- F. Terminal Sick Leave Pay – Subject to the percentages set forth below, the Board shall provide terminal sick leave pay for accumulated sick leave to all employees at retirement or to their beneficiaries upon 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 thirty-five percent (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 forty percent (40%) times the number of days of accumulated sick leave; during the next three (3) years of service the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated sick leave; and during and after the tenth (10th) year of service the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave; during and after the thirteenth (13th) year of service the daily rate of pay multiplied by one hundred percent (100%) of the number of days of accumulated sick leave. In order to receive this payment an employee must have applied for retirement benefits from a Florida Retirement Plan prior to the time of termination. Employees must request terminal sick leave pay in writing to the Superintendent of Schools. The daily rate of pay shall be determined utilizing the person's base salary only without any supplements including advanced degree supplements for all instructional personnel employed on or after July 1, 2011.

The Board shall also provide terminal sick leave pay for up to five days of accumulated sick leave to all employees upon non-reappointment or resignation.

- G. Instructional personnel shall be paid for 1/24th of their contracted salary on the 15th and last day of each month except on the last day of school when they will be paid all but two of the remaining payments for the balance of the salary due. The remaining two (2) will be paid by June 15th.f June 15th falls on a weekend or holiday, payment shall be made the preceding Friday. Should the pay date of any month, other than June, fall on a weekend or holiday, that pay date shall be the last working day prior to that weekend or holiday. Teachers must work in the prior pay period in order to be eligible for a check on the date associated with that pay period. Teachers entering or leaving the school system will have their payments pro-rated to the above procedure.

Paydays for 12-month employees shall consist of twenty-four (24) payments falling on the 15th and last day of each month.

- H. Instructional personnel meeting the criteria as contained herein would be eligible to retire as follows:
The eligibility period would be a portion of the year as defined herein in which the employee becomes eligible to retire for the first time with full benefits under an existing state retirement system plan and has creditable service as defined by Florida Statutes of not less than thirty (30) years. To be eligible the employee shall complete all the necessary procedures and submit a resignation to the Board not later than the year of first eligibility to be effective at the end of the school year except in the case of DROP. Earlier resignation before the end of the school year based on extenuating circumstances shall be considered by the Board. The benefit does not apply to any other year other than the first year in which an employee would be eligible for retirement as contained herein. Upon acceptance of a completed submitted resignation by the Board from the employee, the employee would be eligible to receive five thousand dollars (\$5,000) upon termination. The date certain for payment of this benefit, if all the criteria are met, shall be within sixty (60) days of the date of resignation. In order to be eligible for the benefit the last five (5) consecutive years shall have been as an employee of the Nassau County Schools.

- I. 1. Vacation time for 12-month instructional personnel shall be based on verified Nassau County School Board years of continuous and uninterrupted experience. Such continuous experience is not interrupted by a Nassau County School Board approved leave of absence. Such experience credit shall be applied to the following schedule to provide vacation benefits for eligible 12-month instructional personnel.

Years of Experience	Days of Vacation	Monthly Rate
0 - 2	10	5/6
3 - 5	12	1
6 - 10	15	1 1/4
11 and up	18	1 1/2

- 2. Vacation time is non-cumulative. Twelve (12) month instructional personnel whose duties are not directly related to the continued operation of the school system may take their vacation at any time. All vacation time scheduled is subject to approval by their immediate supervisor.
- 3. The parties agree that for the months of June, July, August, the following vacation opportunities shall exist:
 - a. No vacations shall be granted during the first two weeks of the 196-day teacher contract year.

- b. No vacations shall be granted during periods of emergency or bad weather necessitating manpower utilization. The supervisor shall have sole discretion in the implementation of this condition. All vacations are granted subject to employee recall to duty in the event of periods of emergency or bad weather necessitating manpower utilization.
 - c. All vacation time scheduled is subject to approval by the immediate supervisor.
4. In the event of a facility shutdown for emergency reasons as called for by the Superintendent of Schools, instructional personnel affected by said shutdown shall have the option of taking their vacation, using personal leave days or taking leave without pay. Other shutdowns as they occur shall be in keeping with the school calendar.
5. A 12-month instructional employee who retires shall receive his/her accumulated vacation as provided below:
- a. A retiring 12 month instructional employee will be paid a lump sum amount upon retirement or entry into the Division of Retirement Deferred Retirement Option Program (DROP) equal to the present daily rate of pay times the number of unused vacation days from the immediate prior year plus the earned, unused vacation days from the current fiscal year. Total vacation accrued under this provision shall not exceed 36 unused days. Vacation taken during such normal work year shall be deducted from any amount that may be due and payable at retirement. Failure to retire as indicated would result in the loss of the days unused from the prior fiscal year.
 - b. The rate of pay for accumulated days as provided herein shall be the rate of pay the instructional employee was receiving at his/her retirement date. Rate of pay and payments received shall be calculated only on the instructional employee's basic salary and shall not include additional amounts such as supplements, etc.
 - c. Payment shall be made as soon as payroll procedures may reasonably permit and as necessary retirement documentation may require.

ARTICLE XVIII

INSURANCE

- A. 1. The Board shall provide for each regular full time employee who is enrolled in the Board approved group health insurance plan an annual contribution of up to \$7458.24 of the single employee premium prorated to the annual length of employment provided no monthly employee contribution for the single employee premium is less than \$10. In addition, the Board shall provide for each regular full-time employee, a Board approved group life insurance plan in the amount of \$30,000.00.
- 2. Comparable adjustments shall be made by the School Board to the insurance benefits provided pursuant to this article for the affected employees in the employee unit covered by this Agreement, should combined insurance benefits for the contract term of 2017- 2018 for any other employee group exceed the combined 2017-2018 insurance benefits provided under this article.
- 3. For 2019-2020 only, those bargaining unit members who carried health insurance with the Nassau County School District as of January 31, 2020, AND who are not on the High Deductible HSA plan, AND who are still employed by the Nassau County School District on the date of ratification shall receive a one-time payment of \$500.00.
- B. 1. Group insurance plans as are recommended by the Insurance Committee to the Board shall be considered and if approved by the Board, be incorporated herein as Board approved plans as insurance plans are not part of the negotiated agreement or subject to the terms and conditions therein.
- 2. The employee may elect to participate in the dental or optical plan as offered by the Board. The employee shall pay the full cost of participation in the dental and/or optical plan. The employee may also purchase such plan for eligible family members at the employee's expense.
- 3. Employees may elect to participate in a Section 125 Plan through payroll deductions in keeping with the terms of the plan requirements which shall be controlling.
- C. A committee comprised of equal participation from each bargaining unit and non-bargaining units will be formed as required for the purpose of reviewing cafeteria plans in lieu of or in addition to current health insurance plans. The committee shall recommend plans to the insurance committee, the Association, and the Board that may include the ability to utilize individual employee benefit dollars to offset health insurance premiums or to purchase other identified available benefits within a well-defined cafeteria plan.
- D. The Board shall provide a one hundred fifty dollar (\$150) per day reimbursement for verified in-hospital stays of one night or more but not to exceed a total of twenty (20) nights during a fiscal year for those employees not participating in a Board approved health plan. Employees must submit a written request for reimbursement with verification of the in- hospital stay including discharge to the business office within thirty (30) days of hospital discharge. The Board shall annually inform each covered employee of this benefit.

E. Insurance Continuance

Employees on extended leave of absence may, at their own expense, retain their current health and life benefits as exist in the individual employee's plan for a maximum period of time not to exceed one year. The Board, its employees, agents, and designees shall be held harmless and indemnified in all cases by the Association for action taken or not taken relative to this provision. All monies pertaining to payment of said insurance shall be remitted to the Board as per instructions from the office of the Superintendent and/or the designees of the Superintendent. Retroactive payments are not permitted and all payments must be timely made or the employee shall be removed from the plan for said non-payment.

F. Insurance Committee

An insurance committee may be formed by the Association, which will include equal representation from all non-bargaining unit employees to be utilized in making recommendations to the Superintendent and the Board on matters pertaining to the insurance programs. The Insurance Committee shall review and recommend actions with regard to:

- When to bid or rebid Specifications Companies to invite Bid recaps
- Lowest and/or best bid to accept Consultant

G. The Board does not relinquish or delegate any authority or responsibility as mandated by laws pertaining to bidding or employee Group Insurance Programs.

H. Any company or agency wishing to make other insurance/TSA programs available to members shall be reviewed by the Insurance Committee. The Insurance Committee shall make a recommendation or non-recommendation on said company or agency to the Board and Superintendent.

ARTICLE XIX
SICK LEAVE BANK

A. GENERAL

In keeping with the authorization afforded under the provisions of § 1012.61(3), Florida Statutes, and the following provisions, a sick leave bank fringe benefit is hereby created in the Nassau County Schools.

B. MEMBERSHIP

1. Any eligible full-time employee of the Nassau County District Schools may voluntarily participate in the Sick Leave Bank after completion of one (1) full contract year of employment with the Board provided that such employee has accrued no less than five (1) days of sick leave prior to July first (1st) of any enrollment year.
2. Enrollment in the Sick Leave Bank shall take place as follows:
 - a. Initial Enrollment:
The initial enrollment shall take place from the first day of preplanning to October 1st.
 - b. Subsequent year enrollment:
All future enrollment after the completion of the initial enrollment period shall take place on a yearly basis in each subsequent year from the first day of preplanning to October 1st of the year of enrollment.
 - c. Membership effective date:
The effective date of commencement of participation in the Sick Leave Bank and the eligible member's effective date of membership shall be the day of enrollment.
3. Applications for entrance into the Sick Leave Bank will be provided to eligible employees at their respective job sites.
4. A participating member may withdraw his/her membership from the Bank at any time; however, no days previously deposited will be returned. No days shall be returned if the Sick Leave Bank fails for day depletion.
5. Each participating member shall contribute one (1) day of sick leave during initial enrollment. Members shall be assessed and contribute one (1) additional day to retain membership in the bank at any time that the bank reserve falls below seventy-five (75) days or cancel their membership in keeping with provision #4 herein.
6. The Sick Leave Bank fringe benefit program shall not take effect until one hundred (100) members have enrolled. If the Bank fails to achieve one hundred (100) days credited to the Bank by October 1 of the year the Bank commences, the Sick Leave Bank fringe benefit program shall not take effect and all days shall be returned to the member.
7. Any employee who has made application and/or contributed one day to the bank by authorization whose application or contribution upon processing and final accounting of days does not have the day authorized to contribute shall be ineligible for membership.
8. Assessment contribution surveys shall be established and implemented periodically as necessary. Bank failure day distribution shall be made in keeping with provision #4 herein.

9. A member shall be eligible to request benefits from the Sick Leave Bank after exhausting all accumulated sick leave and all other leave (including vacation) granted by the Board. The member shall also be absent from duty without pay for a period of five (5) working days prior to being eligible for consideration for sick leave bank benefits and shall have submitted a claim form as called for herein.
 - a. A member may submit a claim form to be considered for sick leave benefits at any time that the employee is absent from work for a covered illness or injury. The Sick Leave Bank Committee shall give consideration to and make an eligibility decision on completed submitted applications when all provisions of #9 herein have been complied with by the requesting member.
 - b. Days granted by the Bank shall be considered retroactive to the first day of eligibility only if a completed claim form is submitted within twenty (20) working days of the date of eligibility. Claim forms that are submitted after the twenty (20) working day requirement for retroactivity shall be processed; however, the effective date for benefits shall be the date of receipt of the completed application and no retroactivity shall apply.
 - c. A Sick Leave Bank member shall be eligible to withdraw days from the bank only during that period of time that a member meets all of the following conditions:
 - (1.) The member must be presently employed in a valid employment contract and/or by Board approved employment.
 - (2.) The member must be working or scheduled to work at the time of the request.
10. No member shall be eligible to withdraw more than sixty (60) days from the bank for any one (1) illness or injury and/or complications thereof.
 - a. Members will not be permitted to receive benefits from any other source funded by the employer and Sick Leave Bank benefits. There shall be no duplication of benefits, e.g. Workers' Compensation and sick leave benefits together would not be permitted.
 - b. The committee shall have the right to request and the member shall provide at his/her own expense medical certification as required by the Sick Leave Bank Committee. The committee shall have the right to request a second opinion at the member's expense from a doctor of the Sick Leave Bank Committee's choosing as well as a periodic review during the member's receipt of benefits from the Sick Leave Bank. All such requests shall be complied with in a timely fashion and at the member's expense or all Sick Leave Bank benefits shall cease at the discretion of the Sick Leave Bank Committee.
11. Sick Leave Bank Committee
 - a. The Sick Leave Bank Committee will consist of two (2) Administrators, two (2) members of NESPA and two (2) members of NTA, one of which shall be selected as Chairman by vote or lot. The chairmanship shall rotate yearly. Each participating group may change its respective participants at any time for cause, or by request to withdraw. All other changes in participants shall take place annually on the anniversary date of the Sick Leave Bank. The function of the committee shall be to operate the Sick Leave Bank effectively, economically and fairly.

- b. The Sick Leave Bank Committee shall appoint from among its own members a designated sub-committee of two (2) members to investigate all claims for benefits. The sub-committee shall be subordinate to the Sick Leave Bank Committee in the performance of its function. Sick Leave Bank Investigative Committee members are appointed and may be removed at any time by the Sick Leave Bank chairman for cause or by the majority of the Sick Leave Bank Committee members by vote with or without cause.
- c. The Investigative Committee's function will be to investigate, process and report to the Sick Leave Bank Committee as a whole any claim for benefits or the continuation thereof by an eligible member. The Investigative Committee shall provide supportive documentation and a recommendation as to action relative to any claim made by a member.
- d. The Investigative Committee's function will be to investigate and report to the Sick Leave Bank Committee as a whole any alleged abuse as well as provide supportive documentation and a recommendation as to action relative to any such abuse or allegation thereof assigned to the committee.
- e. The final decision as to each recommendation submitted by the Investigative Committee shall be made by the Sick Leave Bank Committee as a whole or a majority thereof.
- f. Once all committee functions have been completed and a ruling made as to acceptance, rejection, or abuse, the affected member shall be notified of the committee's decision in writing within five (5) working days. Working days shall be defined as those days on which the employee is working or scheduled to work. The decision of the Sick Leave Bank Committee shall be final and binding on the affected member. In cases of abuse, the committee shall also provide a copy of its decision to the Superintendent.

12. Sick Leave Benefit Use

Sick Leave Bank benefits drawn from the Member Pool by a participating employee member are for, and shall be used for the employee member's personal illness, accident or injury. They are not given nor shall claims be made for elective or cosmetic operations or treatments or for the benefit of any other person, nor for minor illness or injuries. It is the intent of the bank to cover only catastrophic illness or injuries as that term is commonly accepted by the medical profession as relates to the condition only and not the ramifications thereof.

- 13. The Committee in the establishment of its operating structure which shall include all rules, by-laws, etc. and subsequent implementation thereof in its day to day and other operations of the Sick Leave Bank related functions, shall not by action or in-action violate or conflict in any way with any existing, as amended, or future statute, rule, policy, or procedure of any official body of the State of Florida during the committee's term of existence or as designated representative(s) thereof. Notice of such conflict or violation shall require the committee to immediately rectify the then existing situation by action to remove the conflict or violation immediately upon such notice. Notice may be constructive or actual. The committee shall also have an affirmative duty to regularly review and adjust its operations in an ongoing attempt to avoid, or rectify conflicts or violations as may occur throughout each committee's term of office.

14. Indemnification

The NESPA, the NTA, and their affiliates, agree to hold harmless, indemnify, and agree to pay all costs of suits, judgments, awards, legal fees, penalties and fines assessed against the Board, its individual board members, the Superintendent of Schools, the district finance officer, its agents, subcontractor, designees and assignees for decisions made or any action taken or not taken in the implementation, operation or administration of the Sick Leave Bank. Administrators shall be exempt from any payments as required by this section. However, no offset shall apply.

15. The Sick Leave Bank committee provision shall be a part of all master contracts held between employee unions and the Board. It shall be subject to the grievance procedure and it shall not be amended in negotiations between one individual union and the Board. All future negotiations on the Sick Leave Bank shall be between all employee unions and the Board collectively in a separate and distinct negotiation during the fourth year from the date of ratification of this agreement. This agreement shall act as a supplemental agreement to both contracts which shall be ratified as a closed agreement by all parties hereto to achieve validity. Failure to ratify this agreement by any party hereto shall make this total agreement null and void.

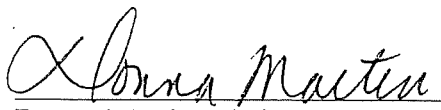
ARTICLE XX
MISCELLANEOUS

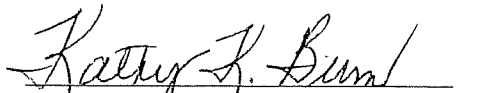
- A. This agreement shall constitute the full and complete commitments between the parties and may not be altered, changed, added to, deleted from or modified except with the voluntary ~~mutual~~ consent of the parties in a written agreement.
- B. The Board will welcome and consider input from any employee(s) and the Association with respect to the formulation of its policies but will in no event delegate its legal responsibilities in the adoption of said policies, procedurally or administratively. The Association may request that the Superintendent or his designees hold discussions on the formulation of Board policies and such discussions shall take place by mutual agreement.
- C. Should any provision of this agreement be declared illegal by a court of competent jurisdiction, said provisions shall become null and void.
- D. The district's website shall contain a link to the current version of this Agreement.
- E. The Association agrees that in the public interest and especially in the interest of the children of the school system that neither it nor any member of the bargaining unit shall take part in any withholding of services, or a strike against the school system during the term of this agreement. If any such activities occur during said term, the Association shall immediately make a public statement to the Board and to the local news media that said activity is in violation of law, and in violation of this agreement while pointing out that participation in such activities may be grounds for immediate dismissal or other disciplinary action by the Board as written in § 447.505 and 447.507, Florida Statutes.
- F. Any specific individual physical examination required by the Board shall be by a physician selected by the individual to be examined from a panel of three (3) doctors selected by the Board. Physical examinations as specifically required by the Board shall be paid by the Board.

ARTICLE XXI
TERM OF AGREEMENT


- A. **General Terms**
This Amendment to the Agreement is signed and ratified on October 24, 2019. This Agreement shall be effective July 1, 2017 and shall continue in effect through June 30, 2020.
- B. **Total Agreement**
The parties agree that this agreement contains all wages, hours, terms and conditions of employment for the contract period 2017 – 2020. For 2019 – 2020, except where otherwise indicated, all economic issues for 2019 – 2020 shall be retroactive to July 1, 2019 as provided and appropriate.
- C. The parties agree that the articles pertaining to compensation, supplements, insurance, term of agreement, any four (4) issues of the Association's choosing and any four (4) issues of the Board's choosing, and any recommendations from the Contract Committees may be reopened for negotiations each year during the term of the contract by the first negotiating session for that year. Issues for the purpose of this article must be specific, narrowly defined and clearly stated so that the problem giving rise to the issue is precisely understood by both parties. Failure to identify the four (4) issues to be reopened each school year as stipulated above will result in effective closure of negotiations on the four (4) optional contract issues for that school year.
- D. **Noncontract Issues**
Five (5) issues relating to employee and employer concerns but not affecting contract language may be identified for subsequent discussion by each party during the first two collective bargaining meetings of each year during the term of the contract by the first negotiating session for that year. Failure to identify the five (5) noncontract issues that may be identified each school year as stipulated above will result in effective closure of noncontract issue discussions for that school year.
- E. **Extension**
This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.


The School Board of Nassau County
1201 Atlantic Avenue
Fernandina Beach, FL 32034


Donna Martin, Chairperson


Dr. Kathy K. Burns, Superintendent

Nassau Teachers Association
1855 Wells Road, Unit 5A
Orange Park, Florida 32073


Jamie Vienneau, President


Betsy Reagor, Northeast Florida
Service Unit Director

APPENDIX A
MEMBERSHIP FORM

Florida Education Association

213 South Adams Street
Tallahassee, FL 32301

1855 Wells Road, Unit 5A
Orange Park, FL 32073

2019 - 2020

Nassau Teachers' Association

School or Worksite

XXX-XX-

Social Security Number

Local Association

/ /

Date of Birth

LAST NAME:	FIRST NAME:	MI:
ADDRESS:		
CITY:		
STATE:	ZIP:	
HOME PHONE:		
CELL PHONE:		
WORK PHONE:		
HOME EMAIL ADDRESS:		

Association	Annual Payment
FEA	228.56
National	234.96
AFL-CIO	6.00
CLC	3.60
Local	60.02
Service Unit	124.00

Annual Dues = \$647.18
18 deductions of \$36.51

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

Cash Member. I agree to pay to the Association the dues and assessment described above and as may be prescribed by the Association and certified to the School Board for each year thereafter.

MEMBER'S T-SHIRT SIZE (please circle one): S M L XL XXL OTHER: _____

MEMBER'S SIGNATURE

DATE

LOCAL ASSOCIATION REPRESENTATIVE

APPENDIX B
GRIEVANCE FORM

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

Grievant (s) _____ School/Work Site _____
Address _____

GRIEVANT – *Complete, file with immediate supervisor, keep a copy.*

LEVEL-I (Immediate Supervisor)

Date of Alleged Grievance _____ Article & Section Grievied _____

Statement of Alleged Grievance

Relief Sought

Witnesses (if any) _____

Evidence Produced By You (*List all evidence submitted with this form*).

Informal Meeting requested: Yes _____ No _____

Signature of Employee (s) _____ Date _____

**-----
IMMEDIATE SUPERVISOR** – Complete and distribute copies.

LEVEL – I

Date Received From Grievant _____ Date of Informal Meeting _____

Evidence Produced By You (*List all evidence submitted with this form*).

Decision _____

Date Grievance Forwarded _____ Date Returned to Grievant _____

Signature _____ Title _____ Date _____

Copies to: Grievant (original), Superintendent, Association, Supervisor File.

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

GRIEVANT – Complete, file with Superintendent, and keep a copy.

LEVEL II APPEAL

I do hereby notify you that I am appealing the **Level I** decision to **Level II**.

Reason: (Attach sheets if needed).

Evidence Produced By You (List all evidence submitted with this form).

Signature of Employee (s) _____ Date _____

SUPERINTENDENT – Complete and distribute copies.

LEVEL II

Date Received _____ Meeting Requested Yes ___ No ___ Meeting Time _____

Decision _____

Date Returned to Grievant _____

Signature _____ Title _____ Date _____

Copies to: **1.** File (original); **2** Association; **3.** Grievant; **4.** Supervisor **Level I**

ARBITRATION – To be completed by Grievant. File with Superintendent.

LEVEL III

Person Making Request _____ Date _____

Association Representative Yes _____ No _____

Date of Request to AAA _____

Date Received by Superintendent _____

APPENDIX C

INSTRUCTIONAL PERSONNEL EVALUATION FORMS

(As Approved by the Instructional Personnel Evaluation Committee)

Annual Evaluation Report for Classroom Teachers Instructional Practice Score

Name: _____	Job Title: _____
Category: _____	Evaluation: _____
Evaluator: _____	School Year: _____
Grade(s): _____	
Subject(s): _____	
Location: _____	

This form is to serve as a permanent record of an administrator's evaluation of a teacher's performance during a specific period based on specific criteria as it relates to the **instructional practice** using the Marzano Art and Science of Teaching Framework.

Directions: Examine all sources of evidence for each of the four domains denoted in this form as it applies to the teacher's instructional practice performance. Indicate sources of evidence used to determine the evaluation results in each section. Assign an overall evaluation rating/score, sign the form and obtain the signature of the teacher.

Category Definitions:

Category 1	1 – 3 years of experience, <u>not</u> new to district
Category 1A	0 – 3 years of experience, new to district
Category 1B	0 – 3 years of experience, <u>not</u> new to district, who need 2 evaluations
Category 2	4 or more years of experience, <u>not</u> new to district
Category 2A	4 or more years of experience, new to district
Category 2B	4 or more years of experience, <u>not</u> new to district, who need 2 evaluations

Name: _____

School Year: _____

1. INSTRUCTIONAL PRACTICE (IP)

The teacher’s instructional practice score reflects his/her overall understanding and application of the Art and Science of Teaching Framework across the four domains:

Domain 1: Standards-Based Planning; Domain 2: Standards-Based Instruction; Domain 3: Conditions for Learning; and Domain 4: Professional Responsibilities.

Domain 1: Sources of Evidence (select all that apply):

- Planning (Pre) Conference
- Formal Observation(s)
- Informal, Announced Observation(s)
- Informal, Unannounced Observation(s)
- Walkthroughs
- Artifacts: _ Other:

Domain 3: Sources of Evidence (select all that apply):

- Formal Observation(s)
- Informal, Announced Observation(s)
- Informal, Unannounced Observation(s)
- Walkthroughs
- Artifacts: _ Other:

Domain 2: Sources of Evidence (select all that apply):

- Formal Observation(s)
- Informal, Announced Observation(s)
- Informal, Unannounced Observation(s)
- Walkthroughs
- Artifacts: _ Other:

Domain 4: Sources of Evidence (select all that apply):

- Conferences
- Discussions
- Self-Assessment
- Deliberate Practice Plan
- Artifacts: _ Other:

Evaluator Comments:

HIGHLY EFFECTIVE	EFFECTIVE	NEEDS IMPROVEMENT / DEVELOPING	UNSATISFACTORY
Overall IP Score of 3.50-4.00	Overall IP Score of 2.50-3.49	Overall IP Score of 1.50-2.49	Overall IP Score of 0.00-1.49

Instructional Practice Score
(From iObservation)

Teachers Name: _____

School Year: _____

2. FINAL INSTRUCTIONAL PRACTICE SCORE & RATING

The final instructional practice score and rating reflects the teacher’s overall performance across the four domains.

Evaluator Comments:

HIGHLY EFFECTIVE	EFFECTIVE	NEEDS IMPROVEMENT / DEVELOPING	UNSATISFACTORY
Final Instructional Practice Score of 3.50-4.00	Final Instructional Practice Score of 2.50-3.49	Final Instructional Practice Score of 1.50-2.49	Final Instructional Practice Score of 0.00-1.49
			<i>Comprises 65% of Final Evaluation</i>

3. SIGNATURES

Evaluator: I certify that the above named teacher has been evaluated around his or her **instructional practice**.

Evaluator’s Signature: _____ Date: _____

Evaluator’s Title: _____

Evaluator’s Comments:

Teacher: I acknowledge the receipt of this Midpoint/Final Annual Evaluation Form.

Teacher’s Signature: _____ Date: _____

Teacher’s Comments:

**THE NASSAU COUNTY SCHOOL DISTRICT
CLASSROOM TEACHER
FINAL SUMMATIVE EVALUATION FORM**

NAME: _____	JOB TITLE: _____
CATEGORY: _____	EVALUATION: _____
EVALUATOR: _____	SCHOOL YEAR: _____
GRADE(S): _____	
SUBJECT(S): _____	
LOCATION: _____	

This form is to serve as a permanent record of an administrator's evaluation of a teacher's performance during a specific period.

MARZANO PROTOCOL - INSTRUCTIONAL PRACTICE (IP)			
EVALUATION OF INSTRUCTIONAL PRACTICE	TOTAL POSSIBLE SCORE/POINTS	DISTRIBUTION OF POINTS	OVERALL INSTRUCTIONAL PRACTICE (IP) SCORE EARNED
Performance Of A Classroom Teacher Based On Marzano Protocol	4.0	Highly Effective	3.50 - 4.00
		Effective	2.50 - 3.49
		Needs Improvement/ Developing	1.50 - 2.49
		Unsatisfactory*	0.00 - 1.49
			IP Score _____ <i>Multiply by 0.65</i>
			Total IP Score: _____

STUDENT PERFORMANCE EVALUATION (SPE) SCORE - ACHIEVEMENT/GROWTH DATA			
EVALUATION OF STUDENT PERFORMANCE	DISTRIBUTION OF PERCENTAGE POINTS & ASSIGNED SCORE Total Possible Percentage Points = 100		OVERALL STUDENT PERFORMANCE EVALUATION (SPE) PERCENTAGE POINTS & SCORE EARNED
Performance Of Instructional Personnel Based On Student Performance	<u>POINTS, SCORE & RATING</u>		Total SPE Percentage Points: _____ Assigned SPE Score: _____ <i>Multiply by 0.35</i> Total SPE Score: _____
	80.00-100.00 = 4.00 = HE	54.00-59.99 = 2.75 = NI/ND	
	75.00-79.99 = 3.75 = EF	48.00-53.99 = 2.50 = NI/ND	
	70.00-74.99 = 3.50 = EF	42.00-47.99 = 2.25 = NI/ND	
	65.00-69.99 = 3.25 = EF	35.00-41.99 = 2.00 = NI/ND	
	60.00-64.99 = 3.00 = EF	17.00-34.99 = 1.50 = UN	
		0.00-16.99 = 1.00 = UN	

LEVEL OF PERFORMANCE & FINAL EVALUATION SCORE			
HIGHLY EFFECTIVE	EFFECTIVE	NEEDS IMPROVEMENT / DEVELOPING	UNSATISFACTORY
Final Evaluation Score of 3.5-4.0	Final Evaluation Score of 2.5-3.4	Final Evaluation Score of 1.5-2.4	Final Evaluation Score of 0.0-1.4
<i>Rounded to:</i>			

Signature of Administrator: _____ Date: _____

Signature of Teacher: _____ Date: _____

**A Professional Development Plan Must Be Prepared If The Overall Level of Performance & Final Evaluation Score Is Unsatisfactory.*

**Annual Evaluation Report for
Non-Classroom Instructional Personnel (NCIP)
Instructional Practice Score**

Name:	_____	Job Title:	_____
Category:	_____	Evaluation:	_____
Evaluator:	_____	School Year:	_____
Grade(s):	_____		
Location:	_____		

This form is to serve as a permanent record of an administrator's evaluation of a non-classroom instructional personnel employee's performance during a specific period based on specific criteria as it relates to the **instructional practice** using the Marzano Art and Science of Teaching Framework.

Directions: Examine all sources of evidence for each of the four domains denoted in this form as it applies to the employee's instructional practice performance. Indicate sources of evidence used to determine the evaluation results in each section. Assign an overall evaluation rating/score, sign the form and obtain the signature of the employee.

Category Definitions:	Category 1NC-A	0 – 3 years of experience, new to district
	Category 1NCD-A	0 – 3 years of experience, new to district
	Category 1NC	1 – 3 years of experience, <u>not</u> new to district
	Category 1NCD	1 – 3 years of experience, <u>not</u> new to district
	Category 2NC-A	4 or more years of experience, new to district
	Category 2NCD-A	4 or more years of experience, new to district
	Category 2NC	4 or more years of experience, <u>not</u> new to district
	Category 2NCD	4 or more years of experience, <u>not</u> new to district

Name: _____ School Year: _____

1. INSTRUCTIONAL PRACTICE (IP)

The non-classroom instructional personnel employee's instructional practice score reflects his/her overall understanding and application of the Art and Science of Teaching Framework across the four domains:

Domain 1: Planning and Preparing to Provide Support; Domain 2: Supporting Student Achievement; Domain 3: Continuous Improvement of Professional Practice; and Domain 4: Professional Responsibilities.

Domain 1: Sources of Evidence (select all that apply):

- Planning (Pre) Conference
- Formal Observation(s)
- Informal, Announced Observation(s)
- Informal, Unannounced Observation(s)
- Walkthroughs
- Artifacts: Other: _____
- _____
- _____

Domain 2: Sources of Evidence (select all that apply):

- Formal Observation(s)
- Informal, Announced Observation(s)
- Informal, Unannounced Observation(s)
- Walkthroughs
- Artifacts: Other: _____
- _____
- _____

Domain 3: Sources of Evidence (select all that apply):

- Self-Assessment
- Post Conference
- Deliberate Practice Plan
- Artifacts: Other: _____
- _____
- _____

Domain 4: Sources of Evidence (select all that apply):

- Conferences
- Discussions
- Self-Assessment
- Deliberate Practice Plan
- Artifacts: Other: _____
- _____
- _____

Evaluator Comments:

HIGHLY EFFECTIVE	EFFECTIVE	NEEDS IMPROVEMENT / DEVELOPING	UNSATISFACTORY
Overall IP Score of 3.50-4.00	Overall IP Score of 2.50-3.49	Overall IP Score of 1.50-2.49	Overall IP Score of 0.00-1.49

Instructional Practice Score
(From iObservation) _____

Name: _____ School Year: _____

2. FINAL INSTRUCTIONAL PRACTICE SCORE & RATING

The final instructional practice score and rating reflects the employee's overall performance across the four domains.

Evaluator Comments:

HIGHLY EFFECTIVE	EFFECTIVE	NEEDS IMPROVEMENT / DEVELOPING	UNSATISFACTORY
Final Instructional Practice Score of 3.50-4.00	Final Instructional Practice Score of 2.50-3.49	Final Instructional Practice Score of 1.50-2.49	Final Instructional Practice Score of 0.00-1.49
			<i>Comprises 65% of Final Evaluation</i>

3. SIGNATURES

Evaluator: I certify that the above named employee has been evaluated around his or her **instructional practice**.

Evaluator's Signature: _____ Date: _____

Evaluator's Title: _____

Evaluator's Comments:

Employee: I acknowledge the receipt of this Final Annual Evaluation Form.

Employee's Signature: _____ Date: _____

Employee's Comments:

**THE NASSAU COUNTY SCHOOL DISTRICT
NON-CLASSROOM INSTRUCTIONAL PERSONNEL (NCIP)
FINAL SUMMATIVE EVALUATION FORM**

NAME: _____	JOB TITLE: _____
CATEGORY: _____	EVALUATION: _____
EVALUATOR: _____	SCHOOL YEAR: _____
GRADE(S): _____	
LOCATION: _____	

This form is to serve as a permanent record of an administrator's evaluation of a non-classroom instructional personnel employee's performance during a specific period.

MARZANO PROTOCOL - INSTRUCTIONAL PRACTICE (IP)

EVALUATION OF INSTRUCTIONAL PRACTICE	TOTAL POSSIBLE SCORE/POINTS	DISTRIBUTION OF POINTS	OVERALL INSTRUCTIONAL PRACTICE (IP) SCORE EARNED
Performance Of A NCIP Based On Marzano Protocol	4.00	Highly Effective	3.50 - 4.00
		Effective	2.50 - 3.49
		Needs Improvement/ Developing	1.50 - 2.49
		Unsatisfactory*	1.00 - 1.49
			IP Score _____ <i>Multiply by 0.65</i> Total IP Score: _____

STUDENT PERFORMANCE EVALUATION (SPE) SCORE - ACHIEVEMENT/GROWTH DATA

EVALUATION OF STUDENT PERFORMANCE	DISTRIBUTION OF PERCENTAGE POINTS & ASSIGNED SCORE Total Possible Percentage Points = 100		OVERALL STUDENT PERFORMANCE EVALUATION (SPE) PERCENTAGE POINTS & SCORE EARNED
Performance Of a NCIP Based On Student Performance	<u>POINTS, SCORE & RATING</u>	<u>POINTS, SCORE & RATING</u>	Total SPE Percentage Points: _____
	80.00-100.00 = 4.00 = HE	54.00-59.99 = 2.75 = NI/ND	Assigned SPE Score: _____
	75.00-79.99 = 3.75 = EF	48.00-53.99 = 2.50 = NI/ND	<i>Multiply by 0.35</i>
	70.00-74.99 = 3.50 = EF	42.00-47.99 = 2.25 = NI/ND	Total SPE Score: _____
	65.00-69.99 = 3.25 = EF	35.00-41.99 = 2.00 = NI/ND	
	60.00-64.99 = 3.00 = EF	17.00-34.99 = 1.50 = UN	
		0.00-16.99 = 1.00 = UN	

LEVEL OF PERFORMANCE & FINAL EVALUATION SCORE

HIGHLY EFFECTIVE	EFFECTIVE	NEEDS IMPROVEMENT / DEVELOPING	UNSATISFACTORY
Final Evaluation Score of 3.5-4.0	Final Evaluation Score of 2.5-3.4	Final Evaluation Score of 1.5-2.4	Final Evaluation Score of 0.0-1.4
<i>Rounded to:</i>			

Signature of Administrator: _____ Date: _____

Signature of Teacher: _____ Date: _____

**A Professional Development Plan Must Be Prepared If The Overall Level of Performance & Final Evaluation Score Is Unsatisfactory.*

APPENDIX D
SALARY SCHEDULES

APPENDIX D-1
THE SCHOOL BOARD OF NASSAU COUNTY
2019 – 2020
TEACHER SALARY SCHEDULE – ENTRY LEVEL SALARY SCHEDULE
BACHELOR DEGREE - 196 DAYS - Retroactive to Beginning of 10 Month Contract

ENTRY LEVEL SCHEDULE
 Assignment Based on Approved and Accepted HE or E Experience

Placement Experience

Step	Equivalent	Values
A	0	\$40,000
B	1	\$40,000
C	2	\$40,300
D	3	\$40,600
E	4	\$40,900
F	5	\$41,200
G	6	\$41,500
H	7	\$41,800
I	8	\$42,100
J	9	\$42,400
K	10	\$42,700
L	11	\$43,000
M	12	\$43,300
N	13	\$43,600
O	14	\$43,900
P	15	\$44,200
Q	16	\$44,500
R	17	\$44,800
S	18	\$45,100
T	19	\$45,400
U	20	\$45,700
V	21	\$46,000
W	22	\$46,300
X	23	\$46,600
Y	24	\$46,900
Z	25	\$47,200
AA	26	\$47,500
BB	27	\$47,800
CC	28	\$48,100
DD	29	\$48,400
EE	30	\$48,700

New Instructional Personnel shall be assigned to the Entry Level Schedule (Appendix D-1) for the first year of employment or first year after a break in service. Thereafter, salary adjustments shall be made in accordance with the rules for the Performance Salary Schedule, Appendix D-3.

New Instructional Personnel with prior HE /E (or satisfactory where HE or E ratings do not apply) teaching experience may have such experience considered for placement purposes in accordance with rules in Article XVII of the Agreement between the School Board of Nassau County and the Nassau Teachers Association.

All prior teaching experience must be approved and accepted by the Personnel Department. Such experience must be based on evaluation ratings of HE or E or a satisfactory equivalent where HE or E ratings are not provided. In no case shall experience be granted where such experience was unsatisfactory.

New Instructional Personnel are not eligible for evaluation adjustments until the year following the year of initial placement on the Entry Level Salary Schedule.

There is no guarantee of an adjustment to base salaries. Any adjustment shall be made only in accordance with collective bargaining.

Advanced Degree Supplement (For persons newly employed on or after 7/1/11, must be in a Field Covered by the Florida Certificate)

Masters: Add \$ 3000 Specialist: Add \$ 3200 Doctorate: Add \$ 3400

**APPENDIX D-2
THE SCHOOL BOARD OF NASSAU COUNTY
2019 – 2020**

**TEACHER SALARY SCHEDULE – GRANDFATHERED SALARY SCHEDULE
PSC / CC BACHELOR DEGREE - 196 DAYS - Retroactive to Beginning of 10 Month Contract**

STEP	STEP VALUE	STEP	STEP VALUE	STEP	STEP VALUE	STEP	STEP VALUE
A	\$40,000	S	\$45,400	AK	\$50,800	BC	\$56,200
B	\$40,300	T	\$45,700	AL	\$51,100	BD	\$56,500
C	\$40,600	U	\$46,000	AM	\$51,400	BE	\$56,800
D	\$40,900	V	\$46,300	AN	\$51,700	BF	\$57,100
E	\$41,200	W	\$46,600	AO	\$52,000	BG	\$57,400
F	\$41,500	X	\$46,900	AP	\$52,300	BH	\$57,700
G	\$41,800	Y	\$47,200	AQ	\$52,600	BI	\$58,000
H	\$42,100	Z	\$47,500	AR	\$52,900	BJ	\$58,300
I	\$42,400	AA	\$47,800	AS	\$53,200	BK	\$58,600
J	\$42,700	AB	\$48,100	AT	\$53,500	BL	\$58,900
K	\$43,000	AC	\$48,400	AU	\$53,800	BM	\$59,200
L	\$43,300	AD	\$48,700	AV	\$54,100	BN	\$59,500
M	\$43,600	AE	\$49,000	AW	\$54,400	BO	\$59,800
N	\$43,900	AF	\$49,300	AX	\$54,700	BP	\$60,100
O	\$44,200	AG	\$49,600	AY	\$55,000	BQ	\$60,400
P	\$44,500	AH	\$49,900	AZ	\$55,300	BR	\$60,700
Q	\$44,800	AI	\$50,200	BA	\$55,600	BS	\$61,000
R	\$45,100	AJ	\$50,500	BB	\$55,900	BT	\$61,300

Bargaining unit members on the Grandfathered Salary Schedule who are employed as of the ratification date and who received an effective or highly effective rating on their 2018-2019 Nassau County evaluation shall receive an adjustment of \$1,200.00, which is equal to four incremental values, added to their base salary, effective July 1, 2019.

Advanced Degree Supplement (For persons newly employed on or after 7/1/11, must be in a Field Covered by the Florida Certificate)

Masters: Add \$ 3000 Specialist: Add \$ 3200 Doctorate: Add \$ 3400

**APPENDIX D-3
 THE SCHOOL BOARD OF NASSAU COUNTY
 2019 – 2020**

**TEACHER SALARY SCHEDULE – PERFORMANCE SALARY SCHEDULE
 AC BACHELOR DEGREE - 196 DAYS - Retroactive to Beginning of 10 Month Contract**

STEP	STEP VALUE	STEP	STEP VALUE	STEP	STEP VALUE	STEP	STEP VALUE
A	\$40,000	S	\$45,400	AK	\$50,800	BC	\$56,200
B	\$40,300	T	\$45,700	AL	\$51,100	BD	\$56,500
C	\$40,600	U	\$46,000	AM	\$51,400	BE	\$56,800
D	\$40,900	V	\$46,300	AN	\$51,700	BF	\$57,100
E	\$41,200	W	\$46,600	AO	\$52,000	BG	\$57,400
F	\$41,500	X	\$46,900	AP	\$52,300	BH	\$57,700
G	\$41,800	Y	\$47,200	AQ	\$52,600	BI	\$58,000
H	\$42,100	Z	\$47,500	AR	\$52,900	BJ	\$58,300
I	\$42,400	AA	\$47,800	AS	\$53,200	BK	\$58,600
J	\$42,700	AB	\$48,100	AT	\$53,500	BL	\$58,900
K	\$43,000	AC	\$48,400	AU	\$53,800	BM	\$59,200
L	\$43,300	AD	\$48,700	AV	\$54,100	BN	\$59,500
M	\$43,600	AE	\$49,000	AW	\$54,400	BO	\$59,800
N	\$43,900	AF	\$49,300	AX	\$54,700	BP	\$60,100
O	\$44,200	AG	\$49,600	AY	\$55,000	BQ	\$60,400
P	\$44,500	AH	\$49,900	AZ	\$55,300	BR	\$60,700
Q	\$44,800	AI	\$50,200	BA	\$55,600	BS	\$61,000
R	\$45,100	AJ	\$50,500	BB	\$55,900	BT	\$61,300
						BU	\$61,600

Bargaining unit members on the Performance Pay Salary Schedule who received a highly effective rating on their 2018-2019 Nassau County evaluation and who are employed as of the ratification date shall receive an adjustment of \$1,800.00, which is equal to six incremental values, added to their base salary, effective July 1, 2019.

Bargaining unit members on the Performance Pay Salary Schedule who received an effective rating on their 2018-2019 Nassau County evaluation and who are employed as of the ratification date shall receive an adjustment of \$1,200.00, which is equal to four incremental values, added to their base salary, effective July 1, 2019.

Advanced Degree Supplement (For persons newly employed on or after 7/1/11, must be in a Field Covered by the Florida Certificate)

Masters: Add \$ 3000 Specialist: Add \$ 3200 Doctorate: Add \$ 3400

APPENDIX D-1a
THE SCHOOL BOARD OF NASSAU COUNTY
2019-2020

260 DAY TEACHER SALARY SCHEDULE – ENTRY LEVEL SALARY SCHEDULE
BACHELOR DEGREE - 260 DAYS - Retroactive to Beginning of 12 Month Contract

ENTRY LEVEL SCHEDULE

Assignment Based on Approved and Accepted HE or E Experience
Placement Experience

Step	Equivalent	Values
A	0	\$51,900
B	1	\$51,900
C	2	\$52,300
D	3	\$52,700
E	4	\$53,100
F	5	\$53,500
G	6	\$53,900
H	7	\$54,300
I	8	\$54,700
J	9	\$55,100
K	10	\$55,500
L	11	\$55,900
M	12	\$56,300
N	13	\$56,700
O	14	\$57,100
P	15	\$57,500
Q	16	\$57,900
R	17	\$58,300
S	18	\$58,700
T	19	\$59,100
U	20	\$59,500
V	21	\$59,900
W	22	\$60,300
X	23	\$60,700
Y	24	\$61,100
Z	25	\$61,500
AA	26	\$61,900
BB	27	\$62,300
CC	28	\$62,700
DD	29	\$63,100
EE	30	\$63,500

New 12-month Instructional Personnel shall be assigned to the Entry Level Schedule (Appendix D-1a) for the first year of employment or first year after a break in service. Thereafter, salary adjustments shall be made in accordance with the rules for the Performance Salary Schedule, Appendix D-3a.

New 12-month Instructional Personnel with prior HE /E (or satisfactory where HE or E ratings do not apply) teaching experience may have such experience considered for placement purposes in accordance with rules in Article XVII of the Agreement between the School Board of Nassau County and the Nassau Teachers Association.

All prior teaching experience must be approved and accepted by the Personnel Department. Such experience must be based on evaluation ratings of HE or E or a satisfactory equivalent where HE or E ratings are not provided. In no case shall experience be granted where such experience was unsatisfactory.

New 12-month Instructional Personnel are not eligible for evaluation adjustments until the year following the year of initial placement on the Entry Level Salary Schedule.

Advanced Degree Supplement (For persons newly employed on or after 7/1/11, must be in a Field Covered by the Florida Certificate)

Masters: Add \$ 3980 Specialist: Add \$ 4245 Doctorate: Add \$ 4510

APPENDIX D-2a
THE SCHOOL BOARD OF NASSAU COUNTY
2019 – 2020

260 DAY TEACHER SALARY SCHEDULE – GRANDFATHERED SALARY SCHEDULE
PSC / CC BACHELOR DEGREE - 260 DAYS - Retroactive to Beginning of 12 Month Contract

STEP	STEP VALUE	STEP	STEP VALUE	STEP	STEP VALUE	STEP	STEP VALUE
A	\$51,900	S	\$59,100	AK	\$66,300	BC	\$73,500
B	\$52,300	T	\$59,500	AL	\$66,700	BD	\$73,900
C	\$52,700	U	\$59,900	AM	\$67,100	BE	\$74,300
D	\$53,100	V	\$60,300	AN	\$67,500	BF	\$74,700
E	\$53,500	W	\$60,700	AO	\$67,900	BG	\$75,100
F	\$53,900	X	\$61,100	AP	\$68,300	BH	\$75,500
G	\$54,300	Y	\$61,500	AQ	\$68,700	BI	\$75,900
H	\$54,700	Z	\$61,900	AR	\$69,100	BJ	\$76,300
I	\$55,100	AA	\$62,300	AS	\$69,500	BK	\$76,700
J	\$55,500	AB	\$62,700	AT	\$69,900	BL	\$77,100
K	\$55,900	AC	\$63,100	AU	\$70,300	BM	\$77,500
L	\$56,300	AD	\$63,500	AV	\$70,700	BN	\$77,900
M	\$56,700	AE	\$63,900	AW	\$71,100	BO	\$78,300
N	\$57,100	AF	\$64,300	AX	\$71,500	BP	\$78,700
O	\$57,500	AG	\$64,700	AY	\$71,900	BQ	\$79,100
P	\$57,900	AH	\$65,100	AZ	\$72,300	BR	\$79,500
Q	\$58,300	AI	\$65,500	BA	\$72,700	BS	\$79,900
R	\$58,700	AJ	\$65,900	BB	\$73,100	BT	\$80,300

Bargaining unit members on the Grandfathered Salary Schedule who are employed as of the ratification date and who received an effective or highly effective rating on their 2018-2019 Nassau County evaluation shall receive an adjustment of \$1,600.00, which is equal to four incremental values, added to their base salary, effective July 1, 2019.

Advanced Degree Supplement (For persons newly employed on or after 7/1/11, must be in a Field Covered by the Florida Certificate)

Masters: Add \$ 3980 Specialist: Add \$ 4245 Doctorate: Add \$ 4510

**APPENDIX D-3a
 THE SCHOOL BOARD OF NASSAU COUNTY
 2019-2020**

**260 DAY TEACHER SALARY SCHEDULE – PERFORMANCE SALARY SCHEDULE
 AC BACHELOR DEGREE - 260 DAYS - Retroactive to Beginning of 12 Month Contract**

STEP	STEP VALUE	STEP	STEP VALUE	STEP	STEP VALUE	STEP	STEP VALUE
A	\$51,900	S	\$59,100	AK	\$66,300	BC	\$73,500
B	\$52,300	T	\$59,500	AL	\$66,700	BD	\$73,900
C	\$52,700	U	\$59,900	AM	\$67,100	BE	\$74,300
D	\$53,100	V	\$60,300	AN	\$67,500	BF	\$74,700
E	\$53,500	W	\$60,700	AO	\$67,900	BG	\$75,100
F	\$53,900	X	\$61,100	AP	\$68,300	BH	\$75,500
G	\$54,300	Y	\$61,500	AQ	\$68,700	BI	\$75,900
H	\$54,700	Z	\$61,900	AR	\$69,100	BJ	\$76,300
I	\$55,100	AA	\$62,300	AS	\$69,500	BK	\$76,700
J	\$55,500	AB	\$62,700	AT	\$69,900	BL	\$77,100
K	\$55,900	AC	\$63,100	AU	\$70,300	BM	\$77,500
L	\$56,300	AD	\$63,500	AV	\$70,700	BN	\$77,900
M	\$56,700	AE	\$63,900	AW	\$71,100	BO	\$78,300
N	\$57,100	AF	\$64,300	AX	\$71,500	BP	\$78,700
O	\$57,500	AG	\$64,700	AY	\$71,900	BQ	\$79,100
P	\$57,900	AH	\$65,100	AZ	\$72,300	BR	\$79,500
Q	\$58,300	AI	\$65,500	BA	\$72,700	BS	\$79,900
R	\$58,700	AJ	\$65,900	BB	\$73,100	BT	\$80,300
						BU	\$80,700

Bargaining unit members on the Performance Pay Salary Schedule who received a highly effective rating on their 2018-2019 Nassau County evaluation and who are employed as of the ratification date shall receive an adjustment of \$2,400.00, which is equal to six incremental values, added to their base salary, effective July 1, 2019.

Bargaining unit members on the Performance Pay Salary Schedule who received an effective rating on their 2018-2019 Nassau County evaluation and who are employed as of the ratification date shall receive an adjustment of \$1,600.00, which is equal to four incremental values, added to their base salary, effective July 1, 2019.

Advanced Degree Supplement (For persons newly employed on or after 7/1/11, must be in a Field Covered by the Florida Certificate)

Masters: Add \$ 3980 Specialist: Add \$ 4245 Doctorate: Add \$ 4510

**APPENDIX D-1b
THE SCHOOL BOARD OF NASSAU COUNTY
2019-2020**

**260 DAY SCHOOL PSYCHOLOGIST SALARY SCHEDULE – ENTRY LEVEL SALARY
SCHEDULE**

BACHELOR DEGREE - 260 DAYS - Retroactive to Beginning of 12 Month Contract

ENTRY LEVEL SCHEDULE

Assignment Based on Approved and Accepted HE or E Experience

Placement Experience

Step	Equivalent	Values
A	0	\$52,900
B	1	\$52,900
C	2	\$53,300
D	3	\$53,700
E	4	\$54,100
F	5	\$54,500
G	6	\$54,900
H	7	\$55,300
I	8	\$55,700
J	9	\$56,100
K	10	\$56,500
L	11	\$56,900
M	12	\$57,300
N	13	\$57,700
O	14	\$58,100
P	15	\$58,500
Q	16	\$58,900
R	17	\$59,300
S	18	\$59,700
T	19	\$60,100
U	20	\$60,500
V	21	\$60,900
W	22	\$61,300
X	23	\$61,700
Y	24	\$62,100
Z	25	\$62,500
AA	26	\$62,900
BB	27	\$63,300
CC	28	\$63,700
DD	29	\$64,100
EE	30	\$64,500

New School Psychologists shall be assigned to the Entry Level Schedule (Appendix D-1b) for the first year of employment or first year after a break in service. Thereafter, salary adjustments shall be made in accordance with the rules for the Performance Salary Schedule, Appendix D-3b.

New School Psychologists with prior HE /E (or satisfactory where HE or E ratings do not apply) experience may have such experience considered for placement purposes in accordance with rules in Article XVII of the Agreement between the School Board of Nassau County and the Nassau Teachers Association.

All prior experience must be approved and accepted by the Personnel Department. Such experience must be based on evaluation ratings of HE or E or a satisfactory equivalent where HE or E ratings are not provided. In no case shall experience be granted where such experience was unsatisfactory.

New School Psychologists are not eligible for evaluation adjustments until the year following the year of initial placement on the Entry Level Salary Schedule.

There is no guarantee of an adjustment to base salaries. Any adjustment shall be made only in accordance with collective bargaining.

Advanced Degree Supplement (For persons newly employed on or after 7/1/11, must be in a Field Covered by the Florida Certificate)

Masters: Add \$ 3980 Specialist: Add \$ 4245 Doctorate: Add \$ 4510

APPENDIX D-2b
THE SCHOOL BOARD OF NASSAU COUNTY
2019 – 2020

260 DAY SCHOOL PSYCHOLOGIST SALARY SCHEDULE – GRANDFATHERED
SALARY SCHEDULE

PSC / CC BACHELOR DEGREE - 260 DAYS - Retroactive to Beginning of 12 Month Contract

STEP	STEP VALUE	STEP	STEP VALUE	STEP	STEP VALUE	STEP	STEP VALUE
A	\$52,900	S	\$60,100	AK	\$67,300	BC	\$74,500
B	\$53,300	T	\$60,500	AL	\$67,700	BD	\$74,900
C	\$53,700	U	\$60,900	AM	\$68,100	BE	\$75,300
D	\$54,100	V	\$61,300	AN	\$68,500	BF	\$75,700
E	\$54,500	W	\$61,700	AO	\$68,900	BG	\$76,100
F	\$54,900	X	\$62,100	AP	\$69,300	BH	\$76,500
G	\$55,300	Y	\$62,500	AQ	\$69,700	BI	\$76,900
H	\$55,700	Z	\$62,900	AR	\$70,100	BJ	\$77,300
I	\$56,100	AA	\$63,300	AS	\$70,500	BK	\$77,700
J	\$56,500	AB	\$63,700	AT	\$70,900	BL	\$78,100
K	\$56,900	AC	\$64,100	AU	\$71,300	BM	\$78,500
L	\$57,300	AD	\$64,500	AV	\$71,700	BN	\$78,900
M	\$57,700	AE	\$64,900	AW	\$72,100	BO	\$79,300
N	\$58,100	AF	\$65,300	AX	\$72,500	BP	\$79,700
O	\$58,500	AG	\$65,700	AY	\$72,900	BQ	\$80,100
P	\$58,900	AH	\$66,100	AZ	\$73,300	BR	\$80,500
Q	\$59,300	AI	\$66,500	BA	\$73,700	BS	\$80,900
R	\$59,700	AJ	\$66,900	BB	\$74,100	BT	\$81,300
						BU	\$81,700

Bargaining unit members on the Grandfathered Salary Schedule who are employed as of the ratification date and who received an effective or highly effective rating on their 2018-2019 Nassau County evaluation shall receive an adjustment of \$1,600.00, which is equal to four incremental values, added to their base salary, effective July 1, 2019.

Advanced Degree Supplement (For persons newly employed on or after 7/1/11, must be in a Field Covered by the Florida Certificate)

Masters: Add \$ 3980 Specialist: Add \$ 4245 Doctorate: Add \$ 4510

APPENDIX D CONT'D

**APPENDIX D-3b
THE SCHOOL BOARD OF NASSAU COUNTY
2019-2020**

**260 DAY SCHOOL PSYCHOLOGIST SALARY SCHEDULE – PERFORMANCE SALARY
SCHEDULE**

AC BACHELOR DEGREE - 260 DAYS - Retroactive to Beginning of 12 Month Contract

STEP	STEP VALUE	STEP	STEP VALUE	STEP	STEP VALUE	STEP	STEP VALUE
A	\$52,900	S	\$60,100	AK	\$67,300	BD	\$74,900
B	\$53,300	T	\$60,500	AL	\$67,700	BE	\$75,300
C	\$53,700	U	\$60,900	AM	\$68,100	BF	\$75,700
D	\$54,100	V	\$61,300	AN	\$68,500	BG	\$76,100
E	\$54,500	W	\$61,700	AO	\$68,900	BH	\$76,500
F	\$54,900	X	\$62,100	AP	\$69,300	BI	\$76,900
G	\$55,300	Y	\$62,500	AQ	\$69,700	BJ	\$77,300
H	\$55,700	Z	\$62,900	AR	\$70,100	BK	\$77,700
I	\$56,100	AA	\$63,300	AS	\$70,500	BL	\$78,100
J	\$56,500	AB	\$63,700	AT	\$70,900	BM	\$78,500
K	\$56,900	AC	\$64,100	AU	\$71,300	BN	\$78,900
L	\$57,300	AD	\$64,500	AV	\$71,700	BO	\$79,300
M	\$57,700	AE	\$64,900	AW	\$72,100	BP	\$79,700
N	\$58,100	AF	\$65,300	AX	\$72,500	BQ	\$80,100
O	\$58,500	AG	\$65,700	AY	\$72,900	BR	\$80,500
P	\$58,900	AH	\$66,100	AZ	\$73,300	BS	\$80,900
Q	\$59,300	AI	\$66,500	BA	\$73,700	BT	\$81,300
R	\$59,700	AJ	\$66,900	BB	\$74,100	BU	\$81,700
				BC	\$74,500	BV	\$82,100

Bargaining unit members on the Performance Pay Salary Schedule who received a highly effective rating on their 2018-2019 Nassau County evaluation and who are employed as of the ratification date shall receive an adjustment of \$2,400.00, which is equal to six incremental values, added to their base salary, effective July 1, 2019.

Bargaining unit members on the Performance Pay Salary Schedule who received an effective rating on their 2018-2019 Nassau County evaluation and who are employed as of the ratification date shall receive an adjustment of \$1,600.00, which is equal to four incremental values, added to their base salary, effective July 1, 2019.

Advanced Degree Supplement (For persons newly employed on or after 7/1/11, must be in a Field Covered by the Florida Certificate)

Masters: Add \$ 3980 Specialist: Add \$ 4245 Doctorate: Add \$ 4510

APPENDIX E
DIFFERENTIATED PAY SCHEDULE

**THE SCHOOL BOARD OF NASSAU COUNTY
2019-2020
DIFFERENTIATED PAY**

The Nassau County School Board Differentiated Pay Plan provides additional compensation for those instructional staff assigned to either the Grandfathered Schedule or Performance Pay Schedule.

NEW TEACHER INDUCTION COACH:

Secondary classroom teacher who serve as a “New Teacher Induction Coach” shall receive a supplement of \$1,000.00 per school year, to be prorated over a period of ten (10) months. To be eligible, the “New Teacher Induction Coach” shall serve as a mentor to up to two (2) new secondary teachers with no prior teaching experience.

CRITICAL SHORTAGE AREAS:

- A. The Superintendent and the NTA president will annually review criteria by which the Superintendent will determine if a specific posting will be posted as a critical shortage position.
- B. The candidate to fill a critical shortage position must meet the eligibility criteria for the position.
- C. If this person is already a Nassau County School Board employee s/he cannot create a critical shortage area by accepting this position.
- D. The person hired for a critical shortage position will be eligible for a one-time bonus of \$1,500 only if:
 1. S/he completes a year of service teaching in the critical shortage area, and
 2. S/he returns to and teaches in a position in Nassau County in the subsequent school year, and
 3. S/he is appointed to, accepts and teaches in the same critical shortage area in the subsequent year unless such position is reclassified, renamed, or reduced.
- E. The bonus shall be paid by the second pay period of the subsequent year of service in Nassau County.

SCHOOL DEMOGRAPHICS / DESIGNATION:

Instructional staff assigned to the salary schedule as indicated below who are employed by the School Board at a school that reflects the following criteria for the respective assigned salary schedule shall be eligible to receive an annual supplement equal to \$200 payable in equal payments through the remainder of the individual’s contract period:

- For instructional staff assigned to schools with at least 50% free or reduced lunch students at date certain or to Title I eligible schools.
- For instructional staff assigned to the Performance Pay Schedule and employed at schools that earned a grade of “F” or three consecutive grades of “D” pursuant to s. 1008.34, FS. For this criterion, the supplement shall remain in force for at least one year following a change in status for that school provided the teacher remains assigned to that school.

LEVEL OF DIFFICULTY:

- A. **Multiple Certifications:** Teachers who have three or more full subject area certifications, not to include endorsements, AND who are teaching in at least two of those certification subject areas will receive an annual supplement of \$1000 prorated for the period eligible.
- B. **Reading Endorsement / Reading (K-12) Certification:** Secondary teachers who have a reading endorsement / reading (K-12) certification AND who are teaching reading content courses that require the reading endorsement or Reading K – 12 certification will receive an annual supplement of \$ 200 per period/block of such courses taught, according to the Course Code designation, prorated over the contract year.

C. Instructional Staff at Schools Graded “D” or “F”:

Teachers employed at schools graded “D” or “F” may receive a supplement as follows:

1. The teacher
 - a. Must be a returning teacher to Nassau County, and
 - b. Must be certified in Reading, Math, Science, or English, and
 - c. Must have received Highly Effective evaluations in the previous year, and
 - d. Must be selected by the superintendent, and
 - e. Must agree to transfer to an open position at a “D” or “F” school and must commit to teach in at least one of those certification areas at that school for three consecutive years
2. Teachers qualified under 1. above will receive a supplement of \$300 at the end of the first year, \$500 at the end of the second year, and \$1,000 at the end of the third year. In the event such school improves its grade to a “C” or better at the end of any year, teachers designated in this section shall continue to receive the remaining supplements.

D. Licensed Speech and Language Pathologists: Licensed Speech and Language Pathologists who are providing services in the subject area and who also possess an American Speech and Hearing Association (ASHA) Certificate of Clinical Competency (CCC) shall receive a supplement of \$ 1,500.

LEVEL OF EDUCATIONAL ACCOMPLISHMENT:

Supplemental pay shall be provided to instructional personnel possessing higher levels of education or satisfying criteria for certain designations identified by the Nassau County School Board. These accomplishments include earning of a higher degree and/or achieving National Board Certification.

	196 Day Contract Teacher	12-Month Contract Teacher	12-Month Psychologist
Master's Degree*	\$3,000	\$3,980	\$3,980
Specialist Degree*	\$3,200	\$4,245	\$4,245
Doctorate Degree*	\$3,400	\$4,510	\$4,510
National Board Certification	\$1,800	\$1,800	\$1,800

**Person employed on or after 7/1/11, degree must be in an area held on the person’s certificate.*

ADDITIONAL RESPONSIBILITIES: Supplemental pay may be provided to instructional personnel who have assumed additional responsibilities for the benefit of the students of the Nassau County School Board. The Nassau County School Board has identified such responsibilities as listed in the table **Additional Responsibilities**.

NOT SUBJECT TO BARGAINING: FOR INFORMATION ONLY

The following additional part time opportunities or programs are reimbursed according to School Board policy and are not subject to collective bargaining:

Salaries of regularly employed teachers employed in summer school programs, to include but not be limited to Extended School Year, Summer Learning Academy, and Voluntary Pre K will be computed on an hourly rate based upon the beginning teacher salary from the teacher salary schedule that applies to the affected teacher for the school year immediately preceding the summer. Salaries of regularly employed teachers employed hourly in evening school programs will be based upon the beginning teacher salary. Teachers who are not regularly employed and who are employed in evening school programs and homebound programs shall be paid twenty dollars (\$20) per hour. Regularly employed teachers who also teach Homebound beyond their regular day shall be paid \$20 per hour.

THE SCHOOL BOARD OF NASSAU COUNTY
2019-2020
DIFFERENTIATED PAY

Additional Responsibilities

POSITION	EXPECTED CONTESTS <i>(For Information Only)</i>	POSITIONS PER SCHOOL	FACTOR	AMOUNT
SENIOR HIGH				
Athletic Director		1	0.1463	\$5,173
Football				
Head Varsity	10	1	0.1048	\$3,706
Assistant/Junior Varsity	10/8	*	0.0629	\$2,224
Head Spring	1	1	0.0349	\$1,234
Assistant Spring	1	*	0.0210	\$743
Flag Football				
Head	10	1	0.0176	\$622
Assistant/Junior Varsity	10/8	1	0.0106	\$375
Basketball				
Head Varsity	20	2	0.1012	\$3,578
Assistant/Junior Varsity	20/16	2/2	0.0607	\$2,146
Baseball				
Head Varsity	25	1	0.0885	\$3,129
Assistant/Junior Varsity	25/16	1/1	0.0531	\$1,878
Softball				
Head Varsity	20	1	0.0885	\$3,129
Assistant/Junior Varsity	20/14	1/1	0.0531	\$1,878
Slow Pitch	8	1	0.0280	\$990
Track				
Head Track	6	2	0.0808	\$2,857
Assistant/Junior Varsity	6	2/2	0.0485	\$1,715
Cross Country	8	2	0.0493	\$1,743
Head Bowling	6	1	0.0176	\$622
Head Swimming	8	2	0.0749	\$2,648
Head Golf	8	2	0.0566	\$2,001
Head Tennis	8	2	0.0541	\$1,913
Volleyball				
Head Volleyball	10	1	0.0805	\$2,846
Assistant/Junior Varsity	10/8	1/1	0.0483	\$1,708
Weightlifting	12	2	0.0649	\$2,295
Summer Weightlifting		1	0.0141	\$499
Wrestling				
Head Wrestling	12	1	0.0805	\$2,846
Assistant Wrestling	12	1	0.0483	\$1,708
Soccer				
Head Soccer	12	2	0.0805	\$2,846
Assistant Soccer	12	2	0.0483	\$1,708
Cheerleader Sponsor				
Varsity	30	1	0.0829	\$2,931
Assistant / Junior Varsity	20	1	0.0498	\$1,761
Band Director***	8	1	0.1224	\$4,328
Assistant Band Director***	8	1	0.0734	\$2,595
Vocational Agriculture/Forestry***		1	0.0573	\$2,026
High Q***				
Varsity	6	1	0.0390	\$1,379
Junior Varsity	6	1	0.0231	\$817
Yearbook***	1	1	0.0492	\$1,740
Vocal***	1	1	0.0637	\$2,252
Drama***	1	1	0.0471	\$1,665
Department Chair***				
3-8 Members			0.0382	\$1,351
9 or more Members			0.0500	\$1,768
Junior Class Sponsor***	1	1	0.0412	\$1,457
Senior Class Sponsor***	1	1	0.0368	\$1,301
Technology Coach***				
Prior Feb FTE 1-499		2	.0353	\$1,248
Prior Feb FTE 500-999		3	.0397	\$1,404
Prior Feb FTE 1000-1500		4	.0441	\$1,559

*NOTE: One assistant coach per ten players.

***NOTE: All curricular supplements subject to review for 18-19. Status quo may not be assumed for 18-19 All pay for additional responsibility is based on a calculation utilizing a multiplier of \$35,360.

THE SCHOOL BOARD OF NASSAU COUNTY
2019-2020
DIFFERENTIATED PAY

Additional Responsibilities (Continued)

POSITION	EXPECTED CONTESTS	POSITIONS PER SCHOOL	FACTOR	AMOUNT
<i>(For Information Only)</i>				
MIDDLE SCHOOL				
Athletic Director		1	0.0732	\$2,588
Football				
Head Football	8	1	0.0524	\$1,853
Assistant Football	8	*	0.0314	\$1,110
Head Spring	1	1	0.0175	\$619
Assistant Spring	1	*	0.0105	\$371
Basketball				
Head A Team	12	2	0.0506	\$1,789
Head B Team		2	0.0304	\$1,075
Baseball				
Head Baseball		1	0.0443	\$1,566
Assistant Baseball		1	0.0266	\$941
Softball				
Head Softball		1	0.0443	\$1,566
Assistant Softball		1	0.0266	\$941
Track				
Head Track	4	2	0.0403	\$1,425
Assistant Track		2	0.0242	\$856
Soccer		2	0.0403	\$1,425
Summer Weightlifting		1	0.0071	\$251
Head Tennis	8	1	0.0271	\$958
Volleyball				
Head A Team	8	1	0.0403	\$1,425
Head B Team		1	0.0242	\$856
Cheerleading				
Head Cheerleading	10	1	0.0415	\$1,467
Assistant Cheerleading			0.0249	\$880
Band***				
	2	1	0.0612	\$2,164
Vocal***				
	4	1	0.0319	\$1,128
Team Leader***		**	0.0500	\$1,768
Yearbook***		1	0.0246	\$870
Drama***			0.0282	\$997
Technology Coach***				
Prior Feb FTE 1-499		2	.0353	\$1,248
Prior Feb FTE 500-999		3	.0397	\$1,404
Prior Feb FTE 1000-1500		4	.0441	\$1,559
ELEMENTARY SCHOOL				
Grade Level Chair***				
3-8 Members			0.0382	\$1,351
9 or more Members			0.0500	\$1,768
Textbook Chair***			0.0176	\$622
Technology Coach***				
Prior Feb FTE 1-499		2	.0353	\$1,248
Prior Feb FTE 500-999		3	.0397	\$1,404
Prior Feb FTE 1000-1500		4	.0441	\$1,559
CRT Designee (Schools w/o CRT)			0.0141	\$499
DISTRICT LEVEL				
Virtual School			0.0500	\$1,768
Homebound (as assigned)***				\$20/hour
Dean of Students				\$1 per unweighted FTE from previous year's February counttimes 2
Trainer				\$5,000
Special Olympics		2	0.0214	\$757
Extra Period – School Day***				Hourly Rate of Pay Exclusive of supplements.
Before/After School Credit Recovery or Remediation Programs****				Hourly Rate of Pay Exclusive of supplements.

*NOTE: One assistant coach per ten players.
**NOTE: One team member per 6 instructional units.
***NOTE: All curricular supplements subject to review for 18-19. Status quo may not be assumed for 18-19. Teachers teaching extra period during school day.
****NOTE: All pay for additional responsibility is based on a calculation utilizing a multiplier of \$35,360.

Differentiated Pay Schedule Language

Staffing, requirements and standards are the responsibility of the Board and the "Positions Per School" and "Minimum Contests" are provided herein for information only and are not negotiable.

- A. Each recipient of Differentiated Pay will carry and perform the duties of a full schedule of classes.
- B. No employee may receive payment for two positions under Additional Responsibilities in the same activity in the same season.
- C. Any exception to the above requirements must be requested in writing, including the rationale for the request, by the principal to the Superintendent and approved by the Board on an individual case-by-case basis.
- D. No payment for Differentiated Pay may be divided between two or more individuals.

Those Additional Responsibilities which are categorized as seasonal activities shall be paid on a bi-monthly basis during the period of time in which the activity takes place.

The beginning and ending dates of activities under Additional Responsibilities as well as the daily rates for Differentiated Pay areas shall be established by the District Office.

All other Differentiated Pay shall be on a ten (10) months basis.

APPENDIX F
STUDENT DISCIPLINE

NASSAU PUBLIC SCHOOLS EVENT AND DISCIPLINE REPORT

Originator - Please fill out gray part only:
 Student's Name _____ Grade: _____ ID# _____ Sex: M _____ F _____
 School: _____ School # _____
 Offense originally reported by: Teacher Administrator Bus Driver Bus# _____ Other _____
 Signature of Originator _____ ID# _____
 Date of Offense: _____ Time of Offense: _____ Date/time student left office: _____
Behavioral Account: Originator's Description of Infraction (*Attach a full report to the form, if needed*) OR Reason for Referral:

<p>Contact Information:</p> Name _____ Relationship _____ Address _____ City _____ State _____ Zip _____ Home Phone _____ Work _____	<p>Race – Ethnic Category</p> <input type="checkbox"/> American Indian-Alaskan Native <input type="checkbox"/> Multi-racial <input type="checkbox"/> Hispanic Multi-racial <input type="checkbox"/> Black Non-Hispanic <input type="checkbox"/> Asian-Pacific Islander <input type="checkbox"/> White Non-Hispanic
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INCIDENT LOCATION	NON-SESIR INCIDENTS
<input type="checkbox"/> (1) On School Grounds: Bathroom/Restroom _____ Bus ramp _____ Cafeteria _____ Classroom _____ Commons/Common Area _____ Gymnasium/P.E. _____ Hallway/Breezeway _____ Library/Media Center _____ Office _____ Parking Lot _____ Playground _____ Other: _____ <input type="checkbox"/> (2) On School-Sponsored Event/ Field Trip <input type="checkbox"/> (3a) On Bus # _____ <input type="checkbox"/> (3b) Bus Stop _____	<input type="checkbox"/> Non-SESIR Fighting/Aggressive Acts <input type="checkbox"/> Abusive/Inappropriate Language <input type="checkbox"/> Defiance/Disrespect/ Insubordination <input type="checkbox"/> Tease/Taunt (oneevent) <input type="checkbox"/> Failure to follow class/school rules <input type="checkbox"/> Failure to follow bus rules <input type="checkbox"/> Poss. Of dangerous obj.(not weapon) <input type="checkbox"/> Use/Possession of Combustibles <input type="checkbox"/> Property Damage under\$1,000 <input type="checkbox"/> Tardy <input type="checkbox"/> Skip Class/Truancy <input type="checkbox"/> Dress Code Violation <input type="checkbox"/> Theft under \$300 <input type="checkbox"/> Horseplay <input type="checkbox"/> Disruption-Minor <input type="checkbox"/> Lying/Cheating/Forgery <input type="checkbox"/> Other: _____

OFFENDER(S)	DISTRICT ACTION CODE
<input type="checkbox"/> (S) Single Student <input type="checkbox"/> (M) Multiple Students <input type="checkbox"/> (B) Both student(s) and nonstudent(s) <input type="checkbox"/> (N) Non-student(s) only <input type="checkbox"/> (U) Unknown	<input type="checkbox"/> Time in Office <input type="checkbox"/> Loss of Privileges <input type="checkbox"/> Conference with Student <input type="checkbox"/> Parent Contact <input type="checkbox"/> Detention <input type="checkbox"/> Individualized Instruction <input type="checkbox"/> Saturday School <input type="checkbox"/> Bus Suspension <input type="checkbox"/> In-school Suspension <input type="checkbox"/> Out-of-School Suspension <input type="checkbox"/> Other: _____

↓ **SESIR INCIDENT** ↓

Incidents EXPECTED to include consultation with Law Enforcement	RELATED ELEMENTS	ACTION CODES FOR SESIR INCIDENTS
<input type="checkbox"/> (ALC) Alcohol <input type="checkbox"/> (ARS) Arson <input type="checkbox"/> (BAT) Battery <input type="checkbox"/> (BRK) Breaking & Entering/Burglary <input type="checkbox"/> (DOC) Disruption on Campus-Major <input type="checkbox"/> (DRD) Drug Sale/ Distribution Marijuana(M) _____ Other (O) _____ <input type="checkbox"/> (DRU) Drug Use/ Possession Marijuana(M) _____ Other (O) _____ <input type="checkbox"/> (HOM) Homicide <input type="checkbox"/> (KID) Kidnapping <input type="checkbox"/> (ROB) Robbery <input type="checkbox"/> (STL) Larceny/Theft (over\$300) <input type="checkbox"/> (SXB) Sexual Battery <input type="checkbox"/> (SXO) Sexual Offenses(Other) <input type="checkbox"/> (TRE) Threat/Intimidation Basis: <input type="checkbox"/> race <input type="checkbox"/> sex <input type="checkbox"/> disability <input type="checkbox"/> (TRS) Trespassing <input type="checkbox"/> (VAN) Vandalism (over\$1000) <input type="checkbox"/> (WPO) Weapons Possession <input type="checkbox"/> (OMC) Other Major (unlawful activities)	<input type="checkbox"/> Alcohol Related <input type="checkbox"/> Bullying Related Basis: <input type="checkbox"/> race <input type="checkbox"/> sex <input type="checkbox"/> disability <input type="checkbox"/> Drug Related <input type="checkbox"/> Gang Related <input type="checkbox"/> Hate Crime Related <input type="checkbox"/> Injury Related (check one): ___ (A) More Serious ___ (B) Less Serious <input type="checkbox"/> Weapon Related (check one): ___ (1) One non-firearm ___ (2) Two or more non-firearms ___ (3) At least one firearm ___ (4) Two or more firearms	<input type="checkbox"/> (I) In-School Suspension <input type="checkbox"/> (O) Out-of-School Suspension <input type="checkbox"/> (H) Suspension Extended, Pending Hearing <input type="checkbox"/> (E) Expulsion Without Services <input type="checkbox"/> (F) Expulsion With Services <input type="checkbox"/> (P) Alternative Placement <input type="checkbox"/> (S) SESIR Defined <input type="checkbox"/> (U) Change In Placement (students w/ disabilities) <input type="checkbox"/> (M) Mechanical Restraint <input type="checkbox"/> (R) Physical Restraint <input type="checkbox"/> (L) Seclusion <input type="checkbox"/> Non-Student/Unknown: Discipline N/A
Incidents that may not require consultation with Law Enforcement	Weapon Description:	<p>NOTES:</p>
<input type="checkbox"/> (BUL) Bullying Basis: <input type="checkbox"/> race <input type="checkbox"/> sex <input type="checkbox"/> disability <input type="checkbox"/> (UBL) Unsubstantiated Bullying* <input type="checkbox"/> (HAR) Harassment Basis: <input type="checkbox"/> race <input type="checkbox"/> sex <input type="checkbox"/> disability <input type="checkbox"/> (UHR) Unsubstantiated Harassment* <input type="checkbox"/> (FIT) Fighting <input type="checkbox"/> (SXH) Sexual Harassment Basis: <input type="checkbox"/> race <input type="checkbox"/> sex <input type="checkbox"/> disability <input type="checkbox"/> (TBC) Tobacco <p style="font-size: small;">*Use these codes for incidents reported as BUL or HAR, that once investigated, do not meet the definition of BUL or HAR.</p>	<input type="checkbox"/> (F) Firearm, Other <input type="checkbox"/> (H) Handgun <input type="checkbox"/> (K) Knife <input type="checkbox"/> (O) Other Weapon <input type="checkbox"/> (R) Rifle/Shotgun <input type="checkbox"/> (U) Unknown <input type="checkbox"/> (M) Multi. Type Firearms	

Law Enforcement Involvement: Yes _____ (case number, report, affidavit, arrest) **Consultation:** Yes _____ No _____
 If suspended (in-school/out-of-school/bus), for _____ days, beginning date _____ through ending date _____

_____ Administrator Signature and Date (Parent – White)	_____ Parent Signature and Date (Originator – Yellow)	_____ Student Signature and Date (Officer – Pink) 4/2011
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APPENDIX G

EMPLOYEE ACCEPTABLE USE POLICY



The Nassau County School District

1201 Atlantic Avenue
Fernandina Beach, Florida 32034

Kathy K. Burns, Ed.D.
Superintendent of Schools

(904) 491-9900
Fax (904) 277-9042
info@nassau.k12.fl.us

EMPLOYEE ACCEPTABLE USE POLICY for the DIGITAL NETWORK of the NASSAU COUNTY SCHOOL DISTRICT 2019-2020

I. PURPOSE

The Nassau County School District provides employees and students with access to the District's electronic communication system (Wide Area Network), which includes Internet (e-mail) and telephone access, and any future electronic digital communication devices. The Internet Service is obtained through The State of Florida Department of Managed Services. The purpose of this policy is to set forth procedures and guidelines for access to this network and employees' and students' acceptable use of it.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding employee and student access to the school district computer system and to the Internet, the school district considers its own stated educational mission, goals, and objectives. Access to the school district digital network and to the Internet enables explorations of thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district network and the Internet throughout the curriculum and will provide guidance and instruction to students in their use. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents and employees of the school district.

III. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. If there are violations of this privilege, depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use of access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion or termination of employment; or civil or criminal liability under other applicable laws.

The superintendent is charged with establishing employee, student, parent, and web page guidelines that are found in the procedural handbook of the Nassau County Schools.

EMPLOYEE GUIDELINES

Internet access is coordinated through a complex association of government agencies and regional networks. The operation of the Internet relies heavily on the proper conduct of the users, who must adhere to strict guidelines. Internet access is a privilege, not a right. If a district user violates any of the acceptable use provisions outlined in this document, his/her account may be terminated and future access will be denied. Some violations may also constitute a criminal offense and may result in legal action. Any user violating these provisions, applicable state and federal laws, or posted classroom and district policies, is subject to loss of access privileges and any other District Disciplinary options.

1.) Acceptable Use of the Digital Network of the Nassau County School District:

- Will be in support of education and research consistent with district policy.
- Behavior, when using the Internet, will abide by the pillars of CHARACTER COUNTS! Trustworthiness, respect, responsibility, fairness, caring, and citizenship.
- Will be consistent with the rules appropriate to any network being used/accessed.
- Prohibits threatening or obscene material.
- Prohibits the distribution of material protected by trade secret.
- Is not acceptable for commercial activities.
- Prohibits product advertisement or political lobbying.
- Prohibits the addition of any networking components, i.e., wireless access points, without prior written permission.
- Prohibits the use of home personal computers/laptops/smart phones on the District network.
- Requires that employees sign a school acceptable use agreement that is kept on file each new school year.

2.) Netiquette and e-mail

Electronic mail is not guaranteed to be private, and is subject to Florida's Public Records Law (Chapter 119, Florida Statutes.)

- Users will be polite.
- Users will not use vulgar or obscene language.
- Users will not transmit, upload, download, store, print, post or distribute pornographic, obscene, sexually explicit, or educationally inappropriate material or messages.
- Users will delete, immediately upon receipt, any inappropriate material, images or messages.
- Users will exercise caution when revealing their District e-mail address.
- Users will use their District email address for any purpose or than official District business. Users should not use their District email address for personal use.

- Users will abide by generally accepted rules of network etiquette and will not recklessly post false or defamatory information about a person or organization, harass another person, nor engage in personal attacks, including prejudicial or discriminatory attacks.
- Users will not initiate or transmit e-mail (such as chain letters) that is not in support of education and research consistent with District policy.
- Before a bulk e-mailing is sent, users must contact the Office of Technology Systems for District guidelines and procedures.
- Users **will not transmit** email that includes personal or confidential information about students or other employees, of any sort, even if requested by a parent. This restricted information includes, but is not be limited to:
 1. Student information including address, phone numbers and ID numbers
 2. Specific student information about discipline
 3. Grades
- Postings of other pertinent, non-restricted information will be permitted in email and school news groups
- Postings of potentially restricted information will be done in the "Restricted" conference folder in the District email system.
- Any violations of the above procedures should be reported to the Director of the Office of Technology Systems.

3.) Copyright

- Users of the Nassau County Schools' digital network will not engage in copyright infringement.
- Users will make a standard practice of requesting permission from the holder of the copyright if their use of the material has the potential of being considered an infringement, since the extent of copyright protection of certain works accessed through the Internet or posted to the Internet remains legally unclear.
- Users will not plagiarize work(s) that they find on the Internet.

4.) Security

- Users should notify the Director of Technology Systems if a security problem is identified.
- Users will not reveal any account password or allow other persons to use their account.
- Any users identified as a security risk or having a history of problems with other computer systems may be denied access to the District digital network.
- Users will notify the District system administrator of any change in account information.
- Users may be occasionally required to update registration, password and account information in order to continue Internet access.

5.) Department, School, and Teacher Websites

Department, school, and teacher websites must be published through the District and support the educational mission, goals, and objectives of the Nassau County Schools. In order to use a student's name, picture, creative work, and/or writing on a webpage, the student must have a signed Responsible Use Policy granting parental permission for the use of the student's information and/or material. Webpage's shall not contain a student's address, phone number, or location throughout the school day. Students will not have user rights to publish content to Websites. If the teacher chooses to allow discussion boards within their district class webpage, discussion posts must have teacher approval before being visible to the class. Discussion boards may not be created with anonymous posts by students.

6.) Limited Expectation of Privacy

The Nassau County School District owns and operates all hardware, software, and data on the digital network. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities and activities not in compliance with school district policies conducted through the school district digital network. School district employees should be aware that data and other materials in files maintained on the school district digital network might be subject to review, disclosure or discovery under Florida Statutes (Chapter 119, Florida Statutes).

- Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.

7.) Limitation of Liability

- The District makes no guarantee that the functions or services provided by or through the District system will be error-free or without defect.
- The District is not responsible for any damage the user may suffer, including but not limited to, loss of data or interruptions of service.
- The District is not responsible for the accuracy or quality of the information obtained through or stored on the system.
- The District will not be responsible for financial obligations resulting from the unauthorized use of the system.

8.) Vandalism/Harassment

- Vandalism and/or harassment will result in the cancellation of the offending user's account.
- Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Internet or other networks. This includes, but is not limited to, deliberate attempts to degrade or disrupt equipment, software or system performance or by creating or spreading viruses.
- Harassment is defined as the persistent annoyance of another user or the interference in another user's work. This includes, but is not limited to, the sending of unwanted mail.

9.) Penalties

1. Any user violating these provisions, applicable state and federal laws, or posted classroom and District rules is subject to loss of network privileges and any other District Disciplinary options, including criminal prosecution.
2. School and District administrators will make the final determination as to what constitutes unacceptable use and their decision is final.

The Nassau County School District does not discriminate on the basis of race, color, national origin, gender, age, disability or marital status in its educational programs, services or activities, or in its hiring or employment practices. For questions or complaints, please call (904) 491-9900.

Please initial _____



The Nassau County School District

1201 Atlantic Avenue
Fernandina Beach, Florida 32034

Kathy K. Burns, Ed.D.
Superintendent of Schools

(904) 491-9900
SunCom 848-5880
Fax (904) 277-9042
info@nassau.k12.fl.us

Please Initial All Pages & Return To:
The Office of Technology Systems Department

Employee Name: _____
Please Print

Employee Number: _____
Please Print

School: _____
Please Print

Employee's Position: _____
Please Print

ACCEPTABLE USE AGREEMENT

All terms and conditions as stated in the ACCEPTABLE USE POLICY for the DIGITAL NETWORK of the NASSAU COUNTY SCHOOL DISTRICT are applicable to all users of the network. These provisions reflect an agreement of the parties and shall be governed and interpreted in accordance with the laws of the State of Florida and the United States of America.

I understand and will abide by the ACCEPTABLE USE POLICY for the DIGITAL NETWORK of the Nassau County School District. I further understand that any violation of Policy is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges may be revoked, district disciplinary action and/or appropriate legal action may be taken.

User Signature: _____

Witness: _____

Date: _____

Our mission is to develop each student as an inspired life-long learner and problem-solver with the strength of character to serve as a productive member of society.

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AN EQUAL OPPORTUNITY EMPLOYER

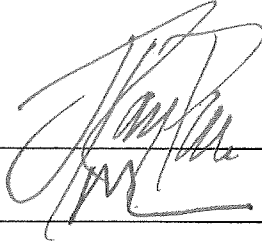
WE, the undersigned, agree that the attached document is the final and tentative agreement between the NASSAU TEACHERS' ASSOCIATION negotiating team and the DISTRICT SCHOOL BOARD OF NASSAU COUNTY negotiating team. We further agree we will recommend the attached document for ratification.

Signed

9/30/2019

THE DISTRICT SCHOOL BOARD OF
NASSAU COUNTY NEGOTIATING TEAM

THE NASSAU TEACHERS'
ASSOCIATION NEGOTIATING TEAM




S. S. Davis
Kurt Stimpkins

Betsy Reagin

Janina Vunheau

Carol Anne Young



Janal Jwardy

Melissa A. Carr

