

# Baker County Public Schools





270 South Boulevard East, Macclenny, Florida 32063

Telephone: (904) 259-6251

www.bakerkl2.org

Fax: (904) 259-1387

"The vision of the Baker County School Board is to prepare individuals to be lifelong learners, self-sufficient and responsible citizens of good character."

# AGENDA EXPULSION HEARING (Closed to the Public)

Monday, November 15, 2021 – 2:30 p.m.

District School Board Room (270 South Boulevard East, Macclenny, Florida)

# SUPPLEMENTAL MINUTE BOOK #50 PAGE #10 Date TIME TYPE CASE # SCHOOL 11/15/2021 2:30 P.M. EXPULSION HEARING 111520212300094 HIGH SCHOOL

#### AGENDA EXPULSION HEARING

(Closed to the Public) Monday, November 15, 2021 – 3:15 p.m.

District School Board Room (270 South Boulevard East, Macclenny, Florida)

#### SUPPLEMENTAL MINUTE BOOK #50 PAGE #10

Date	TIME	ТҮРЕ	CASE#	SCHOOL
11/15/2021	3:15 P.M.	<b>EXPULSION</b>	111520213151032	BAKER COUNTY
11/13/2021	3.131.11.	HEARING	111320213131032	MIDDLE SCHOOL

#### AGENDA EXPULSION HEARING

(Closed to the Public)

Monday, November 15, 2021 – 4:00 p.m.

District School Board Room (270 South Boulevard East, Macclenny, Florida)

#### SUPPLEMENTAL MINUTE BOOK #50 PAGE #10

Date	TIME	TYPE	CASE#	SCHOOL
11/15/2021	4:00 P.M.	<b>EXPULSION</b>	111520214000004	BAKER COUNTY
11/15/2021	4.00 1.111.	HEARING	111520214000004	MIDDLE SCHOOL

Baker County School Board Meeting Agenda (Monday, November 15, 2021) - Page 1 of 9
Minute Book # 39
Supplemental Minute Book #50 Page #10

"Preparing individuals to be lifelong learners, self-sufficient, and responsible citizens of good character"

DISTRICT SCHOOL BOARD MEMBERS

#### AGENDA

#### SCHOOL BOARD ORGANIZATION MEETING

(Open to the Public) Monday, November 15, 2021 - 5:00 p.m.

District School Board Room (270 South Boulevard East, Maccleuny

	, i	JISTEIC	et School Board Room (270 South Boulevard East, Macclenny, Flo	orida)						
			SUPPLEMENTAL MINUTE BOOK #50 PAGE #10							
I.	<b>A.</b> 1	A. Invocation								
	B. 1	Pledge	e of Allegiance							
II.	CAL	L TO	ORDER – 5:00 P.M.							
III.	ROI	L CA	ALL OF MEMBERS							
IV.	REC	OGN	TITIONS / PRESENTATIONS							
V.	APP	ROV.	AL TO CORRECT AND/OR ADD ITEMS TO THE FINAL AGI	ENDA						
VI.	APP	ROV	AL OF ITEMS FOR ACTION							
	A.	CONTACT								
	Α.	1-R.	Approval of New Board Chairperson.	Sherrie Raulerson (259-0401)						
	A.	2-R.	Approval of New Board Vice-Chairperson.	Sherrie Raulerson (259-0401)						
	A.	3-R.	Approval of the 2022 Board Meeting Calendar Dates, Times, and Locations.	Sherrie Raulerson (259-0401)						
	Α.	4-R.	Approval of Board Member to Serve as the Florida School Boards Association's Legislative Liaison. (Note: Tiffany McInarnay Served as the FSBA Legislative Liaison)	Sherrie Raulerson (259-0401)						
	A.	5-R.	Approval of Board Member to Serve as the Florida School Boards Association's Alternate Legislative Liaison. (Note: Dean Griffis Served as FSBA Legislative Alternate Liaison)	Sherrie Raulerson (259-0401)						
	A.	6-R.	Approval to Appoint School Board Member to Serve as the Representative on the Board of Directors for the Small School District Council Consortium (SSDCC). (Note: Paula Barton Served in This Capacity)	Sherrie Raulerson (259-0401)						
	Α.	7-R.	Approval of Agreement with John W. Caven, Jr. d/b/a John W. Caven, Jr., PLLC for School Board Attorney Services, Effective November 2021 – November 2022.	Sherrie Raulerson (259-0401)						
	А.	8-R.	NOTE: Agreement with Akel, Logan, and Shafer for Architectural Services has Already Been Approved through October 31, 2023. (No Action Required)	Sherrie Raulerson (259-0401)						

#### AGENDA SCHOOL BOARD MEETING

(Open to the Public)

Monday, November 15, 2021 - 5:15 p.m.

District School Board Room (270 South Boulevard East, Macclenny, Florida)

			SUPPLEMENTAL MINUTE BOOK #50 PAGE #10					
I.	A. Invocation							
	В.	Ple	dge of Allegiance					
II.	CA	LL'	TO ORDER – 5:15 P.M.					
III.	RO	LL	CALL OF MEMBERS					
IV.	PU	BLI	C HEARINGS – 5:15 P.M. (if any)					
V.	RE	CO	GNITIONS / PRESENTATIONS					
	> Recognize Elementary Students for Outstanding Academic Achievement - Perfect Score on Spring 2021 State Testing							
VI.	APPROVAL TO CORRECT AND/OR ADD ITEMS TO THE FINAL AGENDA							
VII.	RE	мо	VAL OF ROUTINE ITEMS					
VIII.	API	PRO	OVAL OF ITEMS FOR ACTION					
	Α.	Ap	oproval of Routine Items	CONTACT				
	A.		Approval of the Personnel Items List for Approval on November 15, 2021.	Sherrie Raulerson (259-0401)				
	A.	2.	Approval of the Minutes of the November 1, 2021, Work Session, Expulsion Hearings, and School Board Meeting.	Sherrie Raulerson (259-0401)				
	A.	3.	Approval of the October 2021 District Property Inventory.	Denny Wells (259-5420)				
	А.		Approval of the Grant Proposal for "IDEA, Part B Preschool 2021-2022" in the Amount of \$59,473.00. Entitlement / Federal / No Matching	Michael Green (259-0444)				
	Α.	5.	Approval of the Grant Proposal for "IDEA, Part B Entitlement	Michael Green				

2021-2022" in the Amount of \$1,177,862.00. Entitlement / Federal /

6. Approval of the Out of State Travel for Baker County High School

History Club Students and Employee Chaperones to Charleston,

7. Approval of Out of State Travel for the Baker County High School

Boys Baseball Team and District Employees to Adel, Georgia on

March 4-5, 2022, to Compete in the Border War Classic.

Approval of Removed Routine Items.

South Carolina on February 11-12, 2022. Funding Source: History

No Matching

Club

A.

A.

В.

(259-0444)

(259-6286)

Johnnie Jacobs

Johnnie Jacobs

(259-6286)

N/A

	C.	Approval to De-authorize and Dispose of Itemized Property on the	Teri Ambrose					
		District Office Property List. (Obsolete / Broken Beyond Repair	(259-0418)					
		Items Will be Disposed of When Possible.)						
	D.	Approval of the Following Board Members Travel and Travel	Sherrie Raulerson					
		Reimbursement to the FSBA/FADSS 76th Annual Joint Conference	(259-0401)					
		in Tampa, Florida on November 30, 2021 - December 3, 2021:						
:		Charlie M. Artie Burnett, III and Tiffany McInarnay.						
	E.	Approval of Virtual Learning Lab Agreement with Florida Virtual	Allen Murphy					
		School. (July 1, 2021 - June 30, 2022)	(259-0429)					
	F.	Approval of the 2021-2024 Agreement with the Baker County	Allen Murphy					
		Education Support Professionals. (Revised July 1, 2021)	(259-0429)					
	<b>G.</b>	Approval of the 2022-2023 School Calendar. (Option 1)	Robin Mobley					
			(259-0427)					
	H.	Approval of the Twelve Month Agreement for DOT Physical	Pam Taylor					
		Services with Baker County Medical Services d/b/a Baker Rural	(259-2444)					
		Health Clinic Effective August 1, 2021.						
IX.	CITI	<b>ZEN INPUT</b> (A Citizen Input form must be completed and submitted to the Bo	oard Secretary					
	<u>PRIO</u>	R to the beginning of the meeting if you wish to address the Board. You will be	called on by the					
	Chairman at the appropriate time. Presentations/comments are limited to ten (10) minutes.)							
X.	INFO	DRMATION AND ANNOUNCEMENTS						
XI.	ADJ	OURN						

#### **NOTICE**

Any person who desires to appeal any decision made by the School Board with respect to any matter considered at the above mentioned meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which an appeal may be based.

#### PERSONNEL ITEMS LIST FOR APPROVAL ON NOVEMBER 15, 2021

	RESIGNATION LIST FOR APPROVAL ON NOVEMBER 15, 2021									
	TERRESTE SATE		IROSINITON		IDIPIDID(CHUNYIO IDAYIUBS)					
Bailey	Kristy	Retirement	Media Specialist (197 Days)	Westside Elementary School	January 14, 2022					
Brantley	Tiffney		Nutrition Services Assistant (191 Days, 7 Hours)	Baker County Middle School	November 5, 2021					
Chitty	Darla	Job Abandonment	Bus Driver (186 Days)	Transportation	September 15, 2021					
Combs	Garrett		Teacher, Mathematics (197 Days)	Baker County High School	November 19, 2021					
Huggins	Sally		Teacher, Eighth Grade Language Arts (197 Days)	Baker County Middle School	November 10, 2021					

					N NOVEMBER 15, 2021	
TEANTE TEANAIN	JUIRSII NAMID	МП	STRIDGIAVE ICIOTHE		ILOXCATITOM	A STATE OF THE STA
Lawson	Amanda		Job	Bus Driver (186 Days)	Transportation	August 19, 2020
			Abandonment			(Previously on
		<u> </u>				Leave of Absence)

	EM	PLOYMENT LIST FOR APP	ROVAL ON NOVE	EMBER 15, 2021	
CARROLOGICA CONTRACTOR AND	IBIRSTI NAME		ROSHHON	TROCATRONE	IDAVIDOS
Blackshear	Clayton	Initial Employment / Replacing Kaitlyn Harrell	Paraprofessional, Title I (187 Days)	Keller Intermediate School	November 1, 2021
Davis	Kaitlynn	Initial Employment / New Unit (100% Grant Funded / Program Period Ends 09/30/2023)	Paraprofessional, Title I (187 Days)	Baker County Pre-K / Kindergarten Center	November 8, 2021
Deel	Ellen	Promotion / Transfer from Career Specialist (197 Days) at Baker County High School / Replacing Beverly McCray	Staffing Specialist (197 Days)	Student Services	November 9, 2021
Gipson	Mackenzie	Initial Employment / Replacing Savannah Rodgers	Paraprofessional, PE (187 Days)	Keller Intermediate School	November 1, 2021
Lipps	Craig	Initial Employment / Replacing Carrie Holton	Bus Driver (186 Days)	Transportation	November 15, 2021
Mays	Kevin	Promotion Within Same School Site from Teacher, Physical Education (240 Days) / Replacing Himself / Unit Reassigned to Increase Number of Contractual Days	Teacher, Physical Education (261 Days)	Baker County High School	November 1, 2021
Nash	Rhonda	Initial Employment / Replacing Tammy Brownlee	Paraprofessional, Pre-Kindergarten (187 Days)	Baker County Pre-K / Kindergarten Center	November 2, 2021
Ray	Sarah	Initial Employment / Replacing Melissa Durso	Teacher, Kindergarten (197 Days)	Baker County Pre-K / Kindergarten Center	October 29, 2021
Starling	Devon	Initial Employment / Replacing Cheri McLelland	Bus Driver (186 Days)	Transportation	October 20, 2021
Taylor	Kelsey	Initial Employment / Replacing Brianna Dove	Paraprofessional, Pre-Kindergarten (187 Days)	Baker County Pre-K / Kindergarten Center	November 29, 2021
Thompson	Debra	Initial Employment / Replacing Holly Gray	Nutrition Services Assistant (191 Days, 7 Hours)	Keller Intermediate School	November 10, 2021

	EMPLOYMENT LIST FOR APPROVAL ON NOVEMBER 15, 2021									
	STREET, STREET, MERCHANIST STREET, STR	<b>建设设施</b>	THOM LIMITING .	POSITION	ILOXEATHON:	DEFECTIVE				
NAMID	* NAMIE		Specification of the second second second			IDVANIEZ .				
Wilbanks	Kellina		Initial Employment /	Paraprofessional	Keller	October 29, 2021				
			Replacing Mallory Godwin	(187 Days)	Intermediate	·				

TEND TO THE TOTAL TO THE	EXT	TRA DUTY LIST	' FOR APPRÔVAL (	ON NOVEMBER 15, 2021	
ILANSTI INVAVALI	LIMIRASIT INVAMINITA	AUNICIAL IIV	DESCRIPTION	THREE CONTIN	IDAMES DAMES
Branch	Heather		SPDG Planning	\$28.53 Per Hour /	July 1, 2021 -
				Maximum 40 Hours /	June 30, 2022
				Funding Source: General	
Crawford	Danielle		SPDG Planning	\$28.53 Per Hour /	July 1, 2021 -
				Maximum 40 Hours /	June 30, 2022
Dennis	Jaime		After School	Funding Source: General	N116 0001
Dennis	Jaime		Tutoring	Regular Hourly Rate / Maximum 125 Hours /	November 16, 2021 -
			Lutoring	Funding Source: Federal	May 25, 2022
Dunnam	Elizabeth		After School	Regular Hourly Rate /	November 2, 2021 -
	Elizabeth		Tutoring	Maximum 75 Hours /	April 12, 2022
			Tutoring	Funding Source: Federal	April 12, 2022
Graham	Brianna		Adult Education	Regular Hourly Rate / As	November 1, 2021 -
Granum	Diamin.		Paraprofessional,	Needed / Funding	June 30, 2022
			Part-Time, As	Source: General &	WHO 50, 2022
			Needed - Evenings	Federal	
Harris	Pam		After School	Regular Hourly Rate /	November 16, 2021 -
			Tutoring	Maximum 125 Hours /	May 25, 2022
			_	Funding Source: Federal	
Hollingsworth	Lacey		After School	Regular Hourly Rate /	November 2, 2021 -
			Tutoring	Maximum 75 Hours /	April 12, 2022
				Funding Source: Federal	
Kennon	Leigh		After School	Regular Hourly Rate /	November 2, 2021 -
			Tutoring	Maximum 75 Hours /	April 12, 2022
				Funding Source: Federal	
Kerce	Leslie		Adult CNA Program	\$32.17 Per Hour / As	October 25, 2021 -
			Substitute	Needed / Funding	June 30, 2022
77 1 1 1	/D			Source: General	1 0 0001
Kosakowski	Tara		After School	Regular Hourly Rate /	November 2, 2021 -
	i		Tutoring	Maximum 75 Hours / Funding Source: Federal	April 12, 2022
Lambright	Rebecca		After School		Na16 2021
Lamorigiit	Renecea		Tutoring	Regular Hourly Rate / Maximum 125 Hours /	November 16, 2021 - May 25, 2022
			LUMING	Funding Source: Federal	wiay 23, 2022
Lauramore	Jessica		After School	Regular Hourly Rate /	November 2, 2021 -
Lauranoro	vosioa		Tutoring	Maximum 75 Hours /	April 12, 2022
			·	Funding Source: Federal	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Lyons	Renee		After School	Regular Hourly Rate /	November 2, 2021 -
		.	i'		
ļ	1		Tutoring	Maximum 75 Hours /	April 12, 2022

	EXT	TRA DUTY LIST	FOR APPROVAL O	DN NOVEMBER 15, 2021	
ENNINE IPVALIE	TEHRASH:		DESCRIPTION	TITALLOTELIA	INTERNET DAYING DAYINGS
Martin	Rachael		After School Tutoring	Regular Hourly Rate / Maximum 75 Hours / Funding Source: Federal	November 2, 2021 - April 12, 2022
McCullough	Tucker		After School Tutoring	Regular Hourly Rate / Maximum 125 Hours / Funding Source: Federal	November 16, 2021 - May 25, 2022
Melvin	Amanda		After School Tutoring	Regular Hourly Rate / Maximum 125 Hours / Funding Source: Federal	November 16, 2021 - May 25, 2022
Murphy	Bryan		Hospital / Homebound Teacher	Regular Hourly Rate / As Needed / Funding Source: General	November 16, 2021 - May 25, 2022
Padgett	Karen		After School Tutoring	Regular Hourly Rate / Maximum 125 Hours / Funding Source: Federal	November 16, 2021 - May 25, 2022
Padgett	Karen		Hospital / Homebound Teacher	Regular Hourly Rate / As Needed / Funding Source: General	November 16, 2021 - May 25, 2022
Pape	Harold		Work Teacher Planning Days	Regular Hourly Rate / Maximum 30 Hours / Funding Source: General	October 18, 2021 - May 31, 2022
Rhoden	Julia		Adult CNA Program Substitute	\$28.53 Per Hour / As Needed / Funding Source: General	October 25, 2021 - June 30, 2022
Rhoden	Julie		After School Tutoring	Regular Hourly Rate / Maximum 75 Hours / Funding Source: Federal	November 2, 2021 - April 12, 2022
Satterwhite	Cari		SPDG Planning	\$28.53 Per Hour / Maximum 40 Hours / Funding Source: General	July 1, 2021 – June 30, 2022
Satterwhite	Cari		After School Tutoring	Regular Hourly Rate / Maximum 125 Hours / Funding Source: Federal	November 16, 2021 - May 25, 2022
Spencer	Morgan		After School Tutoring	Regular Hourly Rate / Maximum 125 Hours / Funding Source: Federal	November 16, 2021 - May 25, 2022
Surrency	Stephanie		After School Tutoring	Regular Hourly Rate / Maximum 75 Hours / Funding Source: Federal	November 2, 2021 - April 12, 2022
Waller	Janet		After School Tutoring	Regular Hourly Rate / Maximum 125 Hours / Funding Source: Federal	November 16, 2021 - May 25, 2022
Wurst	Erin		After School Tutoring	Regular Hourly Rate / Maximum 125 Hours / Funding Source: Federal	November 16, 2021 - May 25, 2022
Zavala	Bethany		After School Tutoring	Regular Hourly Rate / Maximum 125 Hours / Funding Source: Federal	November 16, 2021 - May 25, 2022

	SU	PPLEMENT LI	ST FOR APPROV	VAL ON NOVEMBI	ER 15, 2021	
LLASTI NAVYTE		STRECIALL.	TEOTERNITION	DESCRIPTOON	ANAKOMISUL,	IDAVIDESS IDAVIDESS
Arnold	Claudia		Baker County	Paraprofessional,	Board	2021-2022
			Pre-K. /	ESE	Approved	Effective
			Kindergarten		Rate -	October 4, 2021
			Center		Prorated	
Deel	Ellen	RESCIND	RESCIND Baker	RESCIND	RESCIND	RESCIND
}		Previously	County High	Chairperson,	Board	2021-2022
		Approved on	School	Support PLC	Approved	Effective
		August 16, 2021			Rate	November 8, 2021
Deel	Ellen	RESCIND	RESCIND Baker	RESCIND Director	RESCIND	RESCIND
		Previously	County High	of Guidance	Board	2021-2022
		Approved on	School		Approved	Effective
		August 16, 2021			Rate	November 8, 2021
Deel	Ellen		Student Services	Staffing Specialist	Board	2021-2022
i					Approved	Effective
					Rate -	November 9, 2021
					Prorated	
Dunnington	Amanda	For Jordan	Baker County	Peer Teacher	Board	2021-2022
		Griffis	Pre-K /		Approved	
			Kindergarten		Rate	
			Center			
Harrell	Nathan	RESCIND	RESCIND Baker	RESCIND	RESCIND	RESCIND
		Previously	County High	Paraprofessional,	Board	2021-2022
		Approved on	School	ESE	Approved	Effective
		August 16, 2021			Rate	October 22, 2021
Thigpen	Kimber	For Sarah Ray	Baker County	Peer Teacher	Board	2021-2022
			Pre-K /		Approved	
			Kindergarten		Rate	
			Center			
Vickers	Jacqueline	For Leigh	Baker County	Peer Teacher	Board	2021-2022
		Kennon / 90	Pre-K /		Approved	
		Days Only	Kindergarten		Rate -	
			Center		Prorated	

	STIPEND LIST FOR APPROVAL ON NOVEMBER 15, 2021					
		HARITANISTE I	ANY (O) UNIT	DIMERCITATION		
Barber	Keri	2022 School Related Employee of the Year (Excluding the District School Related Employee of the Year)	\$200.00 Flat Rate / Funding Source: General	February 7, 2022		
Hamel	Rena	2022 School Related Employee of the Year (Excluding the District School Related Employee of the Year)	\$200.00 Flat Rate / Funding Source: General	February 7, 2022		
Kennedy	Cheryl	2022 School Related Employee of the Year (Excluding the District School Related Employee of the Year)	\$200.00 Flat Rate / Funding Source: General	February 7, 2022		
Maldonado	Lisa	2022 School Related Employee of the Year (Excluding the District School Related Employee of the Year)	\$200.00 Flat Rate / Funding Source: General	February 7, 2022		

	STIPEND LIST FOR APPROVAL ON NOVEMBER 15, 2021						
ILASIL NAME	DIRASIT MAI NAVAME	I ASSTĢŅMŪNĪI	TENTIONOMAN	DUMBCIONIC			
Rhoden	Brandon	2022 School Related Employee of the Year (Excluding the District School Related Employee of the Year)	\$200.00 Flat Rate / Funding Source: General	February 7, 2022			
Rowan	Tanyia	2022 School Related Employee of the Year (Excluding the District School Related Employee of the Year)	\$200.00 Flat Rate / Funding Source: General	February 7, 2022			
Williams	Gregory	2022 School Related Employee of the Year (Excluding the District School Related Employee of the Year)	\$200.00 Flat Rate / Funding Source: General	February 7, 2022			

OCCASIONAL PERSONNEL STAFFING LIST FOR APPROVAL ON NOVEMBER 15, 2021						
		DESCRIPTION				
NAMIB.	INVAMINE.	PARKET AND	A COMPANY AND A COMPANY OF A COMPANY	IDXATIT <u>U</u> S		
Collier	Karen	High School Girls Assistant	\$1,390.00 Flat Rate / Funding	November 16, 2021 -		
		Basketball Coach	Source: General	June 30, 2022		
Thompson	Jazmia	High School Girls Assistant	\$1,390.00 Flat Rate / Funding	November 16, 2021 -		
		Basketball Coach	Source: General	June 30, 2022		

	LEAVE LIST FOR APPROVAL ON NOVEMBER 15, 2021						
ILASIT NAMID	IDURKSII ISMAATE	MII #OR DANAS	ZIM/XXIOTARO NARIZI	IDMIND(C'HRYIO', D)A'1110(S)			
Brownlee	Tammy	24 Days	Personal Leave Without Pay - Medical	August 30, 2021 - October 1, 2021			
Johns	Pamela	5 Days	Personal Leave Without Pay - Medical	October 11, 2021 - October 15, 2021			
Trippett	Kailee	31 Days	Personal Leave Without Pay - Personal	November 1, 2021 - December 17, 2021			

# 1 h	SUBSTITUTE LIST FOR APPROVAL ON NOVEMBER 15, 2021						
EAST:	DERSID IV	DESCRIPMON	THRIOXOXWAY	IDAZIHES			
Brigmon	Deanna	Substitute Teacher (has completed the required Substitute Teacher Training) and all other areas pending completion of necessary requirements	Board Approved Rate	October 22, 2021			
Harrell	Kaitlyn	Substitute Teacher (has completed the required Substitute Teacher Training) and all other areas pending completion of necessary requirements	Board Approved Rate	October 26, 2021			
Padgett	Karen	Substitute in all areas pending completion of necessary requirements except Substitute Teacher	Board Approved Rate	November 4, 2021			
Ruise	Annastacia	Substitute in all areas pending completion of necessary requirements except Substitute Teacher	Board Approved Rate	October 28, 2021			
Wilkerson	Hunter	Substitute in all areas pending completion of necessary requirements except Substitute Teacher	Board Approved Rate	October 22, 2021			

### A.1-R. Approval of New Board Chairperson

A.2-R. Approval of New Board Vice-Chairperson

		(1st & 3rd Mondays Except *)
Agenda Items to Amy Sapp 3:00 P.M. DEADLINE	Agenda Published & Board Packets Distributed	*Monday, December 20, 2021-No Meeting (Due to Christmas Break)  *Monday, January 3, 2022-No Meeting (Due to Christmas Break)  *Tuesday, January 18, 2022 (Due to Martin Luther King Day)  *Tuesday, February 22, 2022 (Due to President's Day)  *Monday, April 18, 2022-No Meeting (Due to Spring Break)  *Monday, July 4, 2022-No Meeting (Due to Independence Day)  *Monday, July 25, 2022 (Budget Meeting-Must be After 5:00 P.M.)  *Tuesday, September 6, 2022 (Due to Labor Day)  *Tuesday, November 22, 2022 (Due to Election Year Board Reorganization)
		2022 BAKER CO. SCHOOL BOARD MEETINGS
November 17, 2021	November 29, 2021	MONDAY, DECEMBER 6, 2021 - 5:00 P.MDistrict School Board Room
NO BOARD MEETIN	IG	*MONDAY, DECEMBER 20, 2021NO BOARD MEETING
NO BOARD MEETIN	(C.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	*MONDAY, JANUARY 3, 2022 NO BOARD MEETING
January 5, 2022	January 11, 2022	*TUESDAY, JANUARY 18, 2022 - 5:00 P.MDistrict School Board Room
January 26, 2022	January 31, 2022	MONDAY, FEBRUARY 7, 2022 - 5:00 P.MDistrict School Board Room (Recognize Teachers of the Year & School Related Employees of the Year)
February 9, 2022	February 15, 2022	*TUESDAY, FEBRUARY 22, 2022 - 5:00 P.MDistrict School Board Room
February 23, 2022	February 28, 2022	MONDAY, MARCH 7, 2022 - 5:00 P.MDistrict School Board Room
March 9, 2022	March 14, 2022	MONDAY, MARCH 21, 2022 - 5:00 P.MDistrict School Board Room
March 23, 2022	March 28, 2022	MONDAY, APRIL 4, 2022 - 5:00 P.MDistrict School Board Room
NO BOARD MEETING	Processor control of the control of	*MONDAY, APRIL 18, 2022NO BOARD MEETING
April 13, 2022	April 25, 2022	MONDAY, MAY 2, 2022 - 5:00 P.MDistrict School Board Room
May 4, 2022	May 9, 2022	MONDAY, MAY 16, 2022 - 5:00 P.MDistrict School Board Room
May 25, 2022	May 30, 2022	MONDAY, JUNE 6, 2022 - 3:00 P.MDistrict School Board Room
June 8, 2022	June 13, 2022	MONDAY, JUNE 20, 2022 - 3:00 P.MDistrict School Board Room
NO BOARD MEETIN	<b>G</b> ,	*MONDAY, JULY 4, 2022NO BOARD MEETING
July 6, 2022	July 11, 2022	MONDAY, JULY 18, 2022 - 3:00 P.MDistrict School Board Room
July 13, 2022	July 18, 2022	*MONDAY, JULY 25, 2022 - 5:00 P.MDistrict School Board Room
July 20, 2022	July 25, 2022	MONDAY, AUGUST 1, 2022 - 5:00 P.MDistrict School Board Room
August 3, 2022	August 8, 2022	MONDAY, AUGUST 15, 2022 - 5:00 P.MDistrict School Board Room
August 24, 2022	August 30, 2022	*TUESDAY, SEPTEMBER 6, 2022 - 5:00 P.MDistrict School Board Room
September 7, 2022	September 12, 2022	MONDAY, SEPTEMBER 19, 2022 - 5:00 P.MDistrict School Board Room
September 21, 2022	September 26, 2022	MONDAY, OCTOBER 3, 2022 - 5:00 P.MDistrict School Board Room
October 5, 2022	October 10, 2022	MONDAY, OCTOBER 17, 2022 - 5:00 P.MDistrict School Board Room
October 26, 2022	October 31, 2022	MONDAY, NOVEMBER 7, 2022 - 5:00 P.MDistrict School Board Room
November 9, 2022	November 15, 2022	*TUESDAY, NOVEMBER 22, 2022 - 9:00 A.MDistrict School Board Room (9:00 a.m. Board Reorganization / 9:15 a.m. Board Meeting)

A.4-R. Approval of Board Member to Serve as the Florida School Boards Association's Legislative Liaison. (Note: Tiffany McInarnay Served as the FSBA Legislative Liaison)

A.5-R. Approval of Board Member to Serve as the Florida School Boards Association's Alternate Legislative Liaison. (Note: Dean Griffis Served as FSBA Legislative Alternate Liaison)

A.6-R. Approval to Appoint School Board Member to Serve as the Representative on the Board of Directors for the Small School District Council Consortium (SSDCC). (Note: Paula Barton served in this capacity)

### AGREEMENT BETWEEN THE SCHOOL BOARD OF BAKER COUNTY, FLORIDA, AND THE APPOINTED BOARD ATTORNEY

The School Board of Baker County, Florida, does and will require of any appointed or designated attorney that said person and attorney will abide by the following stipulations of this Agreement:

- 1. Said appointed or stipulated attorney must have a working knowledge of the Florida School Laws and, in particular, as these laws relate to Baker County, Florida.
- a. Pursuant to this stipulation, the School Board will pay the appointed attorney's dues to the Florida School Board Attorneys association.
- b. The School Board will also reimburse the appointed attorney for travel and per diem expenses at the State approved rates to any meeting of the School Board of Baker County and any Board-approved meeting, conference, seminar or convention, provided authoritative evidence of attendance is provided.
- c. Likewise, pursuant to this stipulation, the Board's appointed attorney will personally defray all other costs incurred in endeavors undertaken for the purposes of increasing and updating this knowledge and awareness of the Florida School Laws.
- 2. In any transactions or court proceedings between this Board and any citizen or individual, or any groups of citizens or individuals, or any local counsel or county governmental agency, the Board's appointed attorney will represent only and exclusively the School Board of Baker County, Florida.

#### 3. Fees shall be as follows:

- a. In lieu of a retainer, a fee or stipend will be paid to the appointed or stipulated attorney for recorded and documented attendance at each regularly scheduled monthly meeting in the amount of Five Hundred and No/100 Dollars (\$500.00) for each such meeting.
- b. For attending any special scheduled or called meeting, the Board's appointed or stipulated attorney will be paid at the same rate as for a regularly scheduled monthly meeting, i.e., Five Hundred and No/100 Dollars (\$500.00) for each such meeting.

#### 4. Other terms are as follows:

- a. In the event that a regular scheduled monthly meeting date is changed by a majority of a quorum of the Board, the appointed or stipulated attorney for the Board will and must be personally notified at least fourteen (14) days in advance of said change.
- b. If such advance personal notification is not given, the attorney will be paid the aforementioned stipend for a regularly scheduled monthly meeting without regard to physical

presence. If such event occurs, the Board's attorney may or may not attend the rescheduled regular monthly meeting without stipend and without penalty.

- c. The appointed or stipulated attorney must be present at each regularly scheduled meeting and at each special scheduled or called meeting for purposes of records and documents, unless with the Superintendent's approval, a substitute is sent because of scheduling problems or such attendance is excused by the Superintendent.
- d. When said presence is recorded and documented, the chairperson of this Board may dismiss the attorney's presence if the chair deems that the attorney's services will not be needed in regard to the printed agenda. In instances subject to question, the decision of the chair as to whether or not the attorney's presence is needed and required may be annulled and overridden by the majority of a quorum of the Board.
- e. The aforementioned stipends for attendance at meetings will be deemed by this Board to cover and include any local (in county) correspondence between the School Board Superintendent, the School Board as a body, or individual Board members and their appointed attorney when such correspondence concerns School Board members.
- 5. For general professional services, other than meeting attendance described above, rendered to and on behalf of this Board by the appointed or stipulated attorney (or member of his firm), this Board will pay for such services at the rate of Three Hundred and No/100 Dollars (\$300.00) per hour. In the event specialized services are provided by members of Mr. Caven's firm, the attorneys' then regular hourly rates shall apply.
- 6. The Board will require for Board accounting purposes and for public scrutiny, reasonable documentation of minor fees (i.e., time and charges for long distances telephone calls on the Board's behalf, travel expenses on the Board' behalf, etc.), and substantive, detailed documentation of major fees.
- 7. The School Board must and will, through its agents, personally deliver or properly mail a printed agenda of each regularly scheduled monthly meeting to its appointed or stipulated attorney so that said agenda is in the hands of said attorney not less than seven (7) days prior to the designated meeting date. Likewise, said attorney must and will be notified, as soon as feasibly possible, of any special meetings and must and will be provided with reasonably detailed information on any and all items of the said special meeting agenda.
- 8. The tenure of this Agreement will be for a period beginning on the date this Agreement is agreed to and accepted and ending at the time of the organizational meeting in the year 2020.
- 9. The terms of this Agreement, especially as relates to financial considerations, may be subject to negotiation at the request of either party (as signed below) to this Agreement at the time of the annual organization meeting of this Board.
- 10. Upon the foregoing terms and conditions, the School Board does hereby retain John W. Caven, Jr. as its attorney and he does hereby accept such appointment upon such terms

and conditions with the understanding that he may from time to time obtain assistance from others in his firm in the course of rendering his services contemplated by this Agreement.

ACCEPTED and agreed to this 15<sup>th</sup> day of November, 2021, for the time period beginning November 15, 2021, through the organizational meeting in the year 2022.

Chairman, Baker County School Board

Appointed or Stipulated Attorney for the Baker County School Board

A.8-R. NOTE: Agreement with Akel, Logan, and Shafer for Architectural Services has Already Been Approved November 1, 2020 through October 31, 2023. (No Action Required)

#### MINUTES SCHOOL BOARD WORK SESSION

(Open to the Public) Monday, November 1, 2021 – 2:30 p.m.

District School Board Room (270 South Boulevard East, Macclenny, Florida)

#### SUPPLEMENTAL MINUTE BOOK #50 PAGE #9

> 2:30 p.m. - 2022-2023 School Calendar Options (Facilitated by Robin Mobley, Associate Superintendent of Human Resources)

The Baker County School Board met on Monday, November 1, 2021, at 2:30 p.m. The purpose of this meeting was to hold an open work session on the "2022-2023 School Calendar Options". The following Board Members were present: Chairperson Paula T. Barton, Vice-Chairperson Tiffany McInarnay, and Amanda Hodges. School Board Members Richard "Dean" Griffis and Charlie M. Burnett, III (Artie) were not present for this work session. Superintendent Sherrie Raulerson was present, however, School Board Attorney John W. Caven, Jr. was not present at the work session. The facilitator for the work session was Mrs. Robin Mobley, Associate Superintendent of Human Resources. Mrs. Mobley summarized the differences between the two calendars for the Board. She also noted that the October 14, 2022, planning day on the option 1 calendar would be moved to Monday, October 17, 2022, due to FTE week. Superintendent Raulerson and the Board Members thanked the calendar committee for their hard work and dedication as they worked through the calendar options. No official action was taken by the Board during the work session.

Paula T. Barton, Board Chairperson

Sherrie Raulerson, Superintendent of Schools

#### MINUTES EXPULSION HEARING

(Closed to the Public)

Monday, November 1, 2021 – 2:45 p.m. District School Board Room (270 South Boulevard East, Macclenny, Florida)

#### SUPPLEMENTAL MINUTE BOOK #50 PAGE #9

Date :	TIME:	TYPE	CASE#	SCHOOL
11/01/2021	2.45 D M	EXPULSION	110120212450031	BAKER COUNTY
11/01/2021	2:45 P.M.	HEARING	110120212450051	MIDDLE SCHOOL

The Baker County School Board met on Monday, November 1, 2021, at 2:45 p.m. in the District School Board Room located at 270 South Boulevard East, Macclenny, Florida. The purpose of this meeting was to hold a closed expulsion hearing on Baker County Middle School student case #110120212450031. The following Board Members were present to wit: Chairperson Paula T. Barton, Vice-Chairperson Tiffany McInarnay, Richard "Dean" Griffis, Charlie M. (Artie) Burnett, III, and Amanda Hodges. Superintendent Sherrie Raulerson was present, however, School Board Attorney John W. Caven, Jr. was not present at the closed hearing. The student nor guardian were present at the closed hearing.

Chairperson Barton called the closed expulsion hearing to order on Baker County Middle School student case #110120212450031 and then turned the proceedings over to Superintendent Raulerson. After hearing the evidence and testimonies presented, Superintendent Raulerson made the recommendation to expel Baker County Middle School student case #110120212450031 from the Baker County Public Schools for the remainder of the 2021-2022 school year, which also includes the Adult Education Program. The recommendation includes that Baker County Middle School student case #110120212450031 is not eligible for the early re-entry program. Upon returning to the Baker County Public Schools, Baker County Middle School student case #110120212450031 must re-enter through the Baker County CATS Academy alternative school setting for a minimum of forty-five (45) days. As recommended by Superintendent Raulerson, Tiffany McInarnay made a motion to approve, seconded by Amanda Hodges. The motion carried 5-0.

Paula T. Barton, Board Chairperson	Sherrie Raulerson, Superintendent of Schools
	·

#### MINUTES EXPULSION HEARING

(Closed to the Public)
Monday, November 1, 2021 – 3:30 p.m.

District School Board Room (270 South Boulevard East, Macclenny, Florida)

#### SUPPLEMENTAL MINUTE BOOK #50 PAGE #9

Date	THME	TYPE	GASE#:	SCHOOL
11/01/2021	3:30 P.M.	EXPULSION	110120213300090	BAKER COUNTY
11/01/2021	3.30 1 1141,	HEARING	110120213300090	MIDDLE SCHOOL

The Baker County School Board met on Monday, November 1, 2021, at 3:30 p.m. in the District School Board Room located at 270 South Boulevard East, Macclenny, Florida. The purpose of this meeting was to hold a closed expulsion hearing on Baker County Middle School student case #110120213300090. The following Board Members were present to wit: Chairperson Paula T. Barton, Vice-Chairperson Tiffany McInarnay, Richard "Dean" Griffis, Charlie M. (Artie) Burnett, III, and Amanda Hodges. Superintendent Sherrie Raulerson was present, however, School Board Attorney John W. Caven, Jr. was not present at the closed hearing. The student, mother, and grandmother were present at the closed hearing.

Chairperson Barton called the closed expulsion hearing to order on Baker County Middle School student case #110120213300090 and then turned the proceedings over to Superintendent Raulerson. After hearing the evidence and testimonies presented, Superintendent Raulerson made the recommendation to expel Baker County Middle School student case #110120213300090 from the Baker County Public Schools for the remainder of the 2021-2022 school year, which also includes the Adult Education Program. The recommendation includes that Baker County Middle School student case #110120213300090 is not eligible for the early re-entry program. Upon returning to the Baker County Public Schools, Baker County Middle School student case #110120213300090 must re-enter through the Baker County CATS Academy alternative school setting for a minimum of forty-five (45) days. As recommended by Superintendent Raulerson, Artie Burnett made a motion to approve, seconded by Dean Griffis. The motion carried 5-0.

Paula T. Barton, Board Chairperson	Sherrie Raulerson, Superintendent of Schools

#### MINUTES EXPULSION HEARING

(Closed to the Public)

Monday, November 1, 2021 – 4:15 p.m.

District School Board Room (270 South Boulevard East, Macclenny, Florida)

#### SUPPLEMENTAL MINUTE BOOK #50 PAGE #9

	Date	TIME	TYPE	CASE#	SCHOOL SCHOOL
i	44 104 10004	4 4 7 7 7 7 7 7	EXPULSION	110120214150494	BAKER COUNTY
	11/01/2021	4:15 P.M.	HEARING	110120214130494	HIGH SCHOOL

The Baker County School Board met on Monday, November 1, 2021, at 4:15 p.m. in the District School Board Room located at 270 South Boulevard East, Macclenny, Florida. The purpose of this meeting was to hold a closed expulsion hearing on Baker County High School student case #110120214150494. The following Board Members were present to wit: Chairperson Paula T. Barton, Vice-Chairperson Tiffany McInarnay, Richard "Dean" Griffis, Charlie M. (Artie) Burnett, III, and Amanda Hodges. Superintendent Sherrie Raulerson was present, however, School Board Attorney John W. Caven, Jr. was not present at the closed hearing. The student, mother, and grandmother were present at the closed hearing.

Chairperson Barton called the closed expulsion hearing to order on Baker County High School student case #110120214150494 and then turned the proceedings over to Superintendent Raulerson. After hearing the evidence and testimonies presented, Superintendent Raulerson made the recommendation to expel Baker County High School student case #110120214150494 from the Baker County Public Schools for the remainder of the 2021-2022 school year and the first semester of the 2022-2023 school year, which also includes the Adult Education Program. The recommendation includes that Baker County High School student case #110120214150494 is not eligible for the early re-entry program. Upon returning to the Baker County Public Schools, Baker County High School student case #110120214150494 must re-enter through the Baker County CATS Academy alternative school setting for a minimum of forty-five (45) days. As recommended by Superintendent Raulerson, Tiffany McInarnay made a motion to approve, seconded by Amanda Hodges. The motion carried 5-0.

Paula T. Barton, Board Chairperson

Sherrie Raulerson, Superintendent of Schools

## MINUTES SCHOOL BOARD MEETING (Open to the Public)

Monday, November 1, 2021 - 5:00 p.m.

District School Board Room (270 South Boulevard East, Macclenny, Florida)

#### SUPPLEMENTAL MINUTE BOOK #50 PAGE #9

The Baker County School Board met on Monday, November 1, 2021, at 5:00 p.m. in the District School Board Room located at 270 South Boulevard East, Macclenny, Florida. The purpose of this meeting was to hold the regularly scheduled Board meeting. Chairperson Paula T. Barton announced that Allen Murphy was going to give the invocation followed by the Pledge of Allegiance led by Traci Wheeler.

#### CALL TO ORDER - 5:00 P.M.

Chairperson Barton called the meeting of the Baker County School Board to order and asked for a roll call of members. The following Board Members were present to wit: Chairperson Paula T. Barton, Vice-Chairperson Tiffany McInarnay, Richard "Dean" Griffis, Charlie M. Burnett, III (Artie), and Amanda Hodges. Superintendent Sherrie Raulerson was present, however, School Board Attorney John W. Caven, Jr. was not present at the meeting.

#### PUBLIC HEARINGS - 5:05 P.M. (if any)

There were no public hearings at this meeting.

#### RECOGNITIONS / PRESENTATIONS

> Recognize Secondary Students for Outstanding Academic Achievement - Perfect Score on Spring 2021 State Testing

Superintendent Raulerson presented each student in attendance at the meeting with a certificate signed by Governor Ron DeSantis and an additional certificate from herself in honor of their outstanding academic achievement.

#### APPROVAL TO CORRECT AND/OR ADD ITEMS TO THE FINAL AGENDA

There were no corrections or additions to the agenda. Therefore, no action was taken on this agenda item.

#### REMOVAL OF ROUTINE ITEMS

Chairperson Barton asked if any Board member wished to remove a routine item for separate consideration. Hearing none, she continued with the items for action.

et Laguage e			APPROVAL OF ITEMS FOR ACTION	in the second
	A.	Ap	pproval of Routine Items	CONTACT
	A.	1,	Approval of the Personnel Items List for Approval on November 1, 2021.	Sherrie Raulerson (259-0401)
	Α.	2.	Approval of the Minutes of the October 18, 2021, Expulsion Hearing, Executive Session, and School Board Meeting.	Sherrie Raulerson (259-0401)
	Α.	3.	Approval of the Financial Reports for the Month Ending September 30, 2021.	Teri Ambrose (259-0418)
	<b>A.</b>	4.	Approval of the Grant Proposal "Title IV - Student Support and Academic Enrichment Grant" in the Amount of \$95,967.00. Entitlement / Federal / No Matching	Allen Murphy (259-0429)
. ,			Chairperson Barton entertained a motion from the Board to applitums. As recommended by Superintendent Raulerson, Artie Burnett ma approve, seconded by Tiffany McInarnay. The motion carried 5-0.	

B.	Approval	of Removed Routine Items.	N/A
-		There were no removed routine items. Therefore, no action wa	s taken on this
	agenda it	em.	
C.		of the Affiliation Agreement with Northeast Florida State	Carrie Dopson
		for Supervised Learning Experiences for the Adult Nursing	(259-0408)
	Assistant Education	Post-Secondary Program Students at Baker County Adult	
		Chairperson Barton entertained a motion from the Board to app	prove this agenda
		recommended by Superintendent Raulerson, Amanda Hodges	
		seconded by Artie Burnett. The motion carried 5-0.	
D.		of the Affiliation Agreement with Northeast Florida State	Carrie Dopson
		for Supervised Learning Experiences for the Health Science	(259-0408)
	Program	Students at Baker County High School.	
		Chairperson Barton entertained a motion from the Board to app	
		recommended by Superintendent Raulerson, Tiffany McInarn	ay made a motion
		ve, seconded by Dean Griffis. The motion carried 5-0.	
E	Approval	to De-authorize and Dispose of Property #20466 (Laptop) on	Johnnie Jacobs
		ounty High School's Property List. (Broken Beyond Repair Item bisposed of When Possible.)	(259-6286)
	Will be D	Chairperson Barton entertained a motion from the Board to app	prove this agenda
	1	recommended by Superintendent Raulerson, Dean Griffis made	
		seconded by Artie Burnett. The motion carried 5-0.	
F		of the Data Sharing Agreement with The University of Florida	Allen Murphy
	Board of	Trustees, a Public Body Corporate for UF Lastinger Center for	(259-0429)
	the New Y	Worlds Reading Initiative Program.	-uarra thia paonda
;		Chairperson Barton entertained a motion from the Board to app	
		recommended by Superintendent Raulerson, Tiffany McInarn	ay made a motion
	to approv	we, seconded by Amanda Hodges. The motion carried 5-0.	Camia Dangan
G	Approval	I to De-authorize and Dispose of Itemized Property on the Baker Career and Adult Education Property List. (Obsolete / Broken	(259-0408)
		Repair Items Will be Disposed of When Possible.)	
	(	Chairperson Barton entertained a motion from the Board to app	prove this agenda
	item. As	recommended by Superintendent Raulerson, Amanda Hodges	made a motion to
	approve,	seconded by Artie Burnett. The motion carried 5-0.	
H		of the 2021-2024 Agreement with the Baker County Education	Allen Murphy
	l I	on (Revised July 1, 2021) Pending Ratification by the	(259-0429)
	Instructio	onal Bargaining Unit. Chairperson Barton entertained a motion from the Board to ap	nrove this agenda
		recommended by Superintendent Raulerson, Artie Burnett ma	
		seconded by Dean Griffis. The motion carried 5-0.	a moden to
	approve,	seconded by Dean Griffis. The motion carried 3-0.	

#### CITIZEN INPUT

No individual in the audience addressed the Board with citizen concerns at this meeting.

### INFORMATION AND ANNOUNCEMENTS

Superintendent Raulerson thanked everyone for being at the meeting and announced the passing of and arrangements for Ms. Marilyn Raulerson.

#### **NOTICE**

Any person who desires to appeal any decision made by the School Board with respect to any matter considered at the above mentioned meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which an appeal may be based.

### PERSONNEL ITEMS LIST FOR APPROVAL ON NOVEMBER 1, 2021

TOOLS.	THE STEEL IN	III SPRCIAL	ST FOR APPROVAL ON N ROSHRIONS	OVEMBER 1, 2021	
MAMILE Di	NAMID	FILONIA STATE	35-BuitOV.	TYOXCAATIOM	IDINIDIC INAVID.
DODSOIL	Candice	Retirement	Paraprofessional, ESE Ages		IN/ATIDICO
Harrell	Kaitlyn		Paraprofessional, Title I	SCHOOL	
Hodges	Diane		(187 Days)	School	October 20, 2021
Rodgers	Savannah		(186 Days, 3 Hours)	Macclenny Elementary School	October 20, 2021
			Florest (1977)		October 29, 2021

STATE AND ASSESSMENT	MAMID	EMPLOYMENT LIST FOR AI	ROMINGORI	LOGATION	1 IDMNOCTOAND	
Anderson	Maria	Initial Employment / Replacing Cypthia Visita 1	Dug 4:1 (104		DATES October 14, 2021	
Boyette	Ashley	Replacing Cynthia Kirkland Transfer Within the Same School Site from Paraprofessional, ESE Ages 6-21 (187 Days) / New Unit (100% Grant Funded / Program Period Ends 09/30/2023) Transfer from Paraprofessional, Pre-K (187 Days) at Baker County Pre-K / Kindergarten Center / New Unit (100% Grant Funded / Program Period Ends 09/30/2023)	Paraprofessional (187 Days)  Paraprofessional	Macclenny Elementary School	October 19, 2021	
lyrd	John		(187 Days)	Intermediate School	October 20, 2021	
	JOHN	Initial Employment / Replacing Lindsey Hughes / Unit Reassigned from Reading	Teacher, Other Career and Voc Tech (197 Days)	Baker County High School	November 1, 2021	

wan I	EM Pürksif Mü	PLOYMENT LIST FOR APPR	POSITION	ILOCEATION	TO ATTES
AMIC	NAMIE Katherine	I iii Imployment /	Aide (197 Days)	Elementary School	October 25, 2021
ove	Brianna	Transfer / Promotion Within	Teacher, Pre- Kindergarten CDA	Baker County Pre-K / Kindergarten Center	November 1, 2021
ykes	Тепу	Owens Transfer from Nutrition Services Assistant (191 Days)	Nutrition Services Assistant (191 Days)	Baker County Pre-K / Kindergarten Center Macclenny	November 16, 2020 (Board Form was Not Previously Completed) October 21, 2021
odwin	Mallory	Transfer from Paraprofessional, Elementary at Keller Intermediate School (187 Days) Replacing Ashley	Paraprofessional, ESE ages 6-21 (187 Days)	Elementary School	
Graham	Brianna	Boyette Initial Employment / New Unit (100% Grant Funded / Program Period Ends	Paraprofessional (187 Days)	Baker County Middle School	November 1, 2021
Harrell	Nathan	09/30/2023)  Transfer Within the Same School Site from Paraprofessional, ESE Ages 6-21 (187 Days) / New Unit (100% Grant Funded / Program Period Ends	Paraprofessional (187 Days)	Baker County High School	
Hutchiso	n Kaylin	09/30/2023) Initial Employment /	Bus Driver (186 Days)		October 14, 2021
James	Vanessa	Replacing Kimberly Norrell Initial Employment / Replacing Debra Foster	Bus Driver (186 Days)		October 20, 2021
Paige	Annette	Transfer from Nutrition Services Assistant (191 Day at Keller Intermediate School / Replacing Catherine	Nutrition Services (S) Assistant (191	Baker Count High School	
Register	r Sarah	Anderson Transfer Within the Same School Site from Library / Media Aide (197 Days) / N Unit (100% Grant Funded / Program Period Ends 09/30/2023)	Paraprofessional (187 Days)	Westside Elementary School	October 25, 2021

	D	XTRA DUTY I	IST FOR APPRÖVAL ON I	NOVEMBER 1, 2021	- x
	INVAMOR IMBRESTR	AVALONUS.	DESCRIPTION	AMMODENTE	IDANIBAN BER
Anger	Tracy		Provide Academic Support	Regular Hourly Rate /	November 2, 2021
			Beyond Contractual Hours	Maximum 27 Hours /	- May 25, 2022
				Funding Source: Federal	
Bishop	Kinita		After School Tutoring	Regular Hourly Rate /	November 2, 2021
Бізпор	TKIII W		The sollow ruleing	Maximum 75 Hours /	- April 12, 2022
				Funding Source:	11,2022
				Federal	
Boatright	Deanna		After School Tutoring	Regular Hourly Rate /	November 2, 2021
,				Maximum 75 Hours /	- April 12, 2022
				Funding Source:	
				Federal	
Crews	Debbie	·	After School Tutoring	Regular Hourly Rate /	November 2, 2021
				Maximum 75 Hours /	- April 12, 2022
				Funding Source: Federal	
Driggers	Melissa		After School Tutoring	Regular Hourly Rate /	November 2, 2021
1.00	1.1411004		The solution is a solution of the solution of	Maximum 75 Hours /	- April 12, 2022
				Funding Source:	
				Federal	
Gibson	Latrelle		After School Tutoring	Regular Hourly Rate /	November 2, 2021
				Maximum 75 Hours /	- April 12, 2022
				Funding Source:	
01	Dutana		A 1 10 TO 1	Federal P. 1 IV. 1 D. 4 /	NT 1 1 0001
Graham	Brianna		Adult Education Paraprofessional, Part-Time,	Regular Hourly Rate / As Needed / Funding	November 1, 2021
			As Needed - Evenings	Source: Federal	- June 30, 2022
Hartley	Ronda		After School Tutoring	Regular Hourly Rate /	November 2, 2021
	20100	-	The solice rateing	Maximum 75 Hours /	- April 12, 2022
				Funding Source:	<b>p</b> ,
				Federal	
Horne	Ridge		After School Tutoring	Regular Hourly Rate /	November 2, 2021
				Maximum 75 Hours /	- April 12, 2022
				Funding Source:	
% # !!!!	G		A O . O . I . I . I . I . I . I . I . I .	Federal P. 1 P. 1	NT 1 0 0001
Miller	Suzanne		After School Tutoring	Regular Hourly Rate / Maximum 75 Hours /	November 2, 2021
•				Funding Source:	- April 12, 2022
				Federal	
Rhoden	Gracemarie		After School Tutoring	Regular Hourly Rate /	November 2, 2021
				Maximum 75 Hours /	- April 12, 2022
				Funding Source:	, ,
				Federal	
Rhoden	Katie		After School Tutoring	Regular Hourly Rate /	November 2, 2021
				Maximum 75 Hours /	- April 12, 2022
	j			Funding Source:	
				Federal	

	EXTRA DUTY LIST FOR APPROVAL ON NOVEMBER 1, 2021					
			DIESCRIPTION			
Sullivan	Kimberly		After School Tutoring	Regular Hourly Rate / Maximum 75 Hours / Funding Source: Federal	November 2, 2021 - April 12, 2022	
Thornton	Nancy		After School Tutoring	Regular Hourly Rate / Maximum 75 Hours / Funding Source: Federal	November 2, 2021 - April 12, 2022	

		SUPPLEMENT	LIST FOR APPRO	OVAL ON NOVEM	BER 1, 2021	
Control of the Contro	DEFENSATE .	SPECIALE NOTES	The state of the s	DESCRIPTION		DATES
Boyette	Ashley	RESCIND Previously Approved on June 7, 2021	RESCIND Macclenny Elementary School	RESCIND Paraprofessional, ESE	RESCIND Board Approved Rate	RESCIND 2021- 2022 Effective October 19, 2021
Cantrell	Corey		Baker County High School	Wrestling Coach	Board Approved Rate	2021-2022 Effective October 7, 2021
Godwin	Mallory		Paraprofessional, ESE	Macclenny Elementary School	Board Approved Rate - Prorated	2021-2022 Effective October 21, 2021
McCullough	Tucker	RESCIND Previously Approved on August 16, 2021	RESCIND Baker County High School	RESCIND Wrestling Coach	RESCIND Board Approved Rate	RESCIND 2021-2022 Effective October 6, 2021

TANSTI NAME	INTERSITE I	YO ASSTENIATENT	AMYKONORUT	THEODICTURYD.
Auger	Kristine	2022 Teacher of the Year (Excluding the District Teacher of the Year)	\$200.00 Flat Rate / Funding Source: General	February 7, 2022
Barrett	Ashley	2022 Teacher of the Year (Excluding the District Teacher of the Year)	\$200.00 Flat Rate / Funding Source: General	February 7, 2022
Hatcher	Tiffany	2022 Teacher of the Year (Excluding the District Teacher of the Year)	\$200.00 Flat Rate / Funding Source: General	February 7, 2022
Lancaster	Nikki	2022 School Related Employee of the Year (Excluding the District School Related Employee of the Year)	\$200.00 Flat Rate / Funding Source: General	February 7, 2022
Roberts	Kenneth	2022 Teacher of the Year (Excluding the District Teacher of the Year)	\$200.00 Flat Rate / Funding Source: General	February 7, 2022
Sowell	Jana	2022 Teacher of the Year (Excluding the District Teacher of the Year)	\$200.00 Flat Rate / Funding Source: General	February 7, 2022

Baker County School Board Meeting Minutes (Monday, November 1, 2021) - Page 10 of 11
Minute Book # 39
Supplemental Minute Book #50 Page #9

		STIPEND LIST FOR APPROVAL ON NOV	EMBER 1, 2021	
LASTI	DIROT	ASSIGNATIONIT		10101010(C/11)AV1D
Wood	Dana	2022 School Related Employee of the Year	\$200.00 Flat Rate /	February 7, 2022
	,	(Excluding the District School Related	Funding Source:	
	1	Employee of the Year)	General	

				R APPROVAL ON NOVEMBER 1, 2021	
				AKAMATA OO BARAT	
WINAME TO	SINAMIE/	<b>黎</b>	DAYS		DATES
Johnson	Brittinie		35 Days	Personal Leave Without Pay - Personal	October 28, 2021 -
					December 21, 2021
Rafuse	Linda		42 Days	Personal Leave Without Pay - Personal	October 20, 2021 -
					January 5, 2022

	1,407 INC. 1	SU	BSTITUTE LIST FOR APPROVAL ON NOVEMBE	R 1, 2021	W.
			DESCRIPTION		
Harris	Brenda		Substitute Teacher (has completed the required Substitute Teacher Training) and all other areas pending completion of necessary requirements		October 14, 2021
Johnson	Vickie		Substitute in all areas pending completion of necessary requirements except Substitute Teacher	Board Approved Rate	October 20, 2021

ADJOURNMENT FROM NOVEMBE	R 1, 2021, SCHOOL BOARD MEETING
Since there was no further business to come adjourn, seconded by Dean Griffis. The meeting adjourn	before the Board, Artie Burnett made a motion to ourned via general consensus.
Paula T. Barton, Board Chairperson	Sherrie Raulerson, Superintendent of Schools



## **Baker County School District**



F.D. (Denny Wells), Director 270 Jonathan Street – Macclenny, Florida 32063 904-259-5420

October 28, 2021

Mrs. Sherrie Raulerson Superintendent of Schools Baker County School District 370 South Blvd. East Macclenny, Florida

Dear Mrs. Raulerson:

I would like to request School Board review and approval of the District Property Inventory for **October 2021**.

Should you have any questions concerning this request, please feel free to contact me your convenience.

Sincerely yours,

F.D. Wells,

Director of Facilities and Maintenance

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# GRANT PROPOSAL SUMMARY REQUEST FOR BOARD APPROVAL

Board Approval Status

(MUST BE TYPED)

NAME OF GRANT PROPOSAL   IDEA PART B PRESCHOOL 2020-2027
TYPE OF GRANT:  New Continuation Amendment Entitlement Competitive
home to the second seco
CONTACT PERSON: Michael Green Jr., Director ESE/Student Services
CONTACT PHONE NUMBER: (904) 259-7825
AMOUNT REQUESTED: \$59,473.00
SOURCE:    Federal   State   Other:
LOCAL MATCHING FUNDS REQUESTED:
Yes If yes, please specify: Monetary Amount \$ SUBMITTED A lin-Kind Amount \$
LIST SPECIFIC IN-KIND CONTRIBUTIONS
PROJECT DESCRIPTION  (If additional space is needed, attachments may be used)
(If additional space is needed, attachments may be used)  1. Federal funds are provided to support the implementation of the individuals with Disabilities Act for Preschool.  HOW WILL FUNDS BE USED
(If additional space is needed, attachments may be used)  1. Federal funds are provided to support the implementation of the individuals with Disabilities Act for Preschool.

SUBMITTED BY: Michael Green DATE: 10/26/2021

# GRANT PROPOSAL SUMMARY REQUEST FOR BOARD APPROVAL

Board Approval Status

(MUST BE TYPED)

NAME OF GRANT PROPOSAL   IDEA PART B ENTITLEMENT 2021-2022
TYPE OF GRANT:
New Continuation Amendment Entitlement Competitive
CONTACT PERSON: Michael Green Jr., Director ESE/Student Services
CONTACT PHONE NUMBER: (904) 259-7825
CONTACT PHONE NUMBER: (904) 259-7825
AMOUNT REQUESTED: \$1,177,862.00
φ1,111,002,00
SOURCE: X Federal X State X Other:
LOCAL MATCHING FUNDS REQUESTED:
No la
Yes If yes, please specify: Monetary Amount \$
☐ In-Kind, Amount \$
LIST SPECIFIC IN-KIND CONTRIBUTIONS
Sept. Sep
PROJECT DESCRIPTION
(If additional space is needed, attachments may be used)
1. Federal funds are provided to support the implementation of the
individuals with Disabilities Act.
HOW WILL FUNDS BE USED
(If additional space is needed, attachments may be used)
1. IDEA - Funds will be used to pay all or a portion of the following
salaries; Speech and Language Pathologists, Paraprofessionals.
Guidance Aides, School Psychologists, Mental Health Counselors, ESE
Secretaries, School Health Nurses, Staffing Specialists, ESE Bus Aides
and Bus Drivers. In addition, funds will be utilized to provide
counseling services for ESE students, consultant fees, equipment,
materials/supplies, computers and other hardware, travel expenses, extra duty pay, supplements, substitutes, etc. to support the
implementation of the Individual with Disabilities Education Act.
implementation of the morridual with pisabilities Education Act.

SUBMITTED BY: Michael Green DATE: 10/26/2021

Mr. Jacobs Principal Baker County High School One Wildcat Drive Glen St. Mary Florida 32040

Dear Mr. Jacobs,

We are writing you this letter to request permission to take members of the History Club from Baker County High School on an out of state trip. We plan to go to the historical town of Charleston, South Carolina; then tour McLeod Plantation, Magnolia Plantation, Patriots Point, and the historical Haunted Tour. The students will have the opportunity to learn about the Revolutionary and Civil war era in the Charleston area.

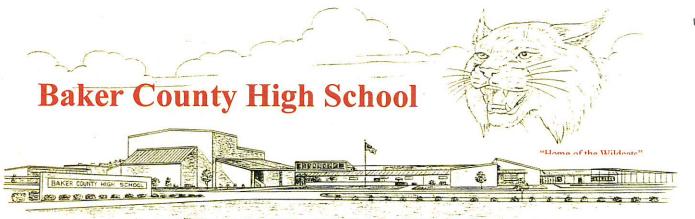
We expect to take approximately 85 students and chaperones including: myself Mark Hartley, Jaime Stokes, Shelli Rhoden, Vanessa Roberts, Staci Staples, Autumn Keeling, Katie Kennedy and Haley Cushenbery. We plan to leave the school at 4:00am on February 11, 2022 and we will return to school around 1:30am on February 12, 2022. We will be traveling by charter bus. The students participating and History Club funds will incur all expenses.

Concurrence with this request would be greatly appreciated. We look forward to hearing from you.

Sincerely,

Mark Hartley

History Club Sponsor



ONE WILDCAT DRIVE — GLEN ST. MARY, FLORIDA 32040 Telephone: (904) 259-6286 Fax: (904) 259-5617

Principal: Johnnie Jacobs

Vice Principal: Steven Cannon

Assistant Principals: Denise Mann

Donna Gurganious

#### To Whom It May Concern:

The Baker County High School baseball team will be traveling to Adel, Georgia and Tifton, Georgia to compete in the Border War Classic on March 4th and March 5th. The team will depart the high school on March 4th around noon and will arrive in Tifton at 2:00 PM. The team will play Tift County at 4PM and will then depart for their hotel in Adel. On Saturday the team will be playing Cook County at 10:00 AM and will then play GWA at 12:30 PM. We will head back home after our game against GWA and will be back at the High School around 5:30 PM on March 5th. Staff traveling with the team will be as follows: Head Coach- Jarrell Rodgers and Assistant Coaches- Brad Stone and Cason Lowery.

Thank you,

Jarrell Rodgers

**BCHS Head Baseball Coach** 



# Baker County Public Schools Support Services



Sherrie Raulerson, Superintendent of Schools

392 South Boulevard East, Macclenny, Florida 32063

Telephone: (904) 259-6251

www.bakerk12.org

Fax: (904) 259-2825

DATE:

October 25, 2021

TO:

Sherrie Raulerson, SUPERINTENDENT

FROM:

Teri Ambrose

EXECUTIVE DIRECTOR FOR SUPPORT SERVICES

RE:

REMOVE OBSOLETE PROPERTY ITEMS FROM INVENTORY

Please request Board approval to remove the following items from the property inventory system. These items are obsolete, or beyond repair, and no longer in use by the District.

## Asset Tag

No.	Description	Year
6565	IBM Wheelwriter 5 typewriter	1984
6784	Small wooden desk	1989
12222	Laminator Model BA-EZ27	1997

If you have any questions, please let me know. Thank you for your assistance in this matter.



# Baker County Public Schools

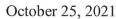




Telephone: (904) 259-6251

www.bakerk12.org

Fax: (904) 259-1387



This letter is to request Board approval of the travel and travel reimbursement for the following School Board Members to attend the 76<sup>th</sup> Annual FSBA/FADSS Joint Conference to be held at the Grand Hyatt Tampa Bay in Tampa, Florida on November 30 – December 3, 2021, for the purpose of official school district business. Both the travel and travel reimbursement comply with rules of the State Board of Education and in accordance with F.S. 1001.39.

Charlie M. (Artie) Burnett, III Tiffany McInarnay

Thank you,

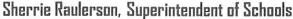
Sherrie Raulerson

Superintendent of School

SR/ams



# Baker County Public Schools





Telephone: (904) 259-6251

www.bakerkl2.org

Fax: (904) 259-1387

October 28, 2021

Mrs. Sherrie Raulerson, Superintendent of Schools Baker County School Board Members 270 South Boulevard East Macclenny, FL 32063

Dear Superintendent Raulerson and School Board Members:

The purpose of this letter is to request School Board approval of the attached Virtual Learning Lab Agreement between Florida Virtual School and the Baker County School District.

This contract with FLVS will provide a Virtual Learning Lab (VLL) as a pilot program for Baker County High School for a maximum of 30 students for the second semester of the 2021-2022 school year. Baker County School District will receive full FTE and pay FLVS \$325.00 per successful completion of each student participating in the program.

Please do not hesitate to contact me with any questions that you may have about this contract.

Sincerely,

Allen Murphy

Executive Director of Teaching and Learning

(904) 259-0429



# VIRTUAL LEARNING LAB AGREEMENT by and between FLORIDA VIRTUAL SCHOOL

### and

**Baker County School District** 

This Virtual Learning Lab Agreement ("Agreement") is entered into by and between Florida Virtual School ("FLVS") and the <a href="Baker County School District">Baker County School District</a> ("District"), collectively referred to hereinafter as "the Parties."

**WHEREAS**, FLVS is a corporate body and political subdivision of the State of Florida which serves a component of Florida's K-20 Education System; and

**WHEREAS**, the District is a corporate body and political subdivision of the State of Florida which governs and controls the above named School District; and

**WHEREAS**, the District desires to utilize FLVS services as a Virtual Learning Lab ("VLL"), providing an innovative learning solutions for students; and

**WHEREAS**, the Parties find the terms of this Agreement mutually beneficial and in the best interests of the students and families which they both serve.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## INCORPORATION OF RECITALS

The foregoing recitals are true, correct, and incorporated herein by reference.

## 1. **DEFINITIONS**

- a) "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control of another person or entity. "Control" as used here means the legal, beneficial or equitable ownership, directly or indirectly, of more than 50% of the aggregate of all voting interest in such entity.
- b) "Authorized Third Party" means any non-employee agent, representative, independent contractor, sub-contractor, or consultant of the District whose



- duties or services require or include access to or use of the Licensed Materials on behalf of or at the direction of the District.
- c) "Authorized User" means District personnel directly employed by the District whose duties require or include access to or use of the Licensed Materials.
- d) "Business Days" means Monday through Friday excluding any day which is a nationally observed holiday in both the United States of America and Canada.
- e) "Confidential Information" means (i) all information of either party or its Affiliates or of third persons to whom the party owes a duty of confidence that is marked confidential, restricted, or proprietary, or that may reasonably be considered as confidential from its nature or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.
- f) "Data" means District information entered into the LMS or VSA to include, but not limited to, student, staff, school, and parent information.
- g) "Intellectual Property" means proprietary commercial, industrial, and intellectual products and property (both tangible and intangible) as well as proprietary designs, information, processes, ideas, inventions, copyrights, trademarks, service marks, patents, trade secrets and other legal rights and privileges held by FLVS, including those associated with and/or arising from the Licensed Materials.
- h) "Intellectual Property Rights" includes all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.
- i) "Learning Management Systems" or "LMS" means the software-based system ("Platform") that must be utilized to access the FLVS courses and course components.
- j) "Licensed Materials" means the FLVS courses, course components, assessments, third-party components, Learning Management System (LMS), and Virtual School Administrator (VSA).
- k) "Successful Completion" means any half credit enrollment which achieves a completed status with a final grade of "D" or better, issued by an FLVS instructor



through the final grade report in the Virtual School Administrator.

 "Virtual School Administrator" or "VSA" means the FLVS student information and registration system.

## 2. LICENSE GRANT

FLVS grants to the District a restricted, non-exclusive, non-transferable license to use the Licensed Materials beginning as of the date upon which the Agreement is fully executed by both Parties and terminating pursuant to Section 3, "Term" of this Agreement. The District acknowledges and agrees that the Licensed Materials may only be accessed and used by Authorized Users and Authorized Third Parties for purposes of academic instruction and assessment of District students in accordance with this Agreement. Any other access or use of the Licensed Materials is strictly prohibited.

## 3. TERM

The term of this Agreement commences as of the date upon which it is fully executed by both Parties and ends on the term checked below (the "Term"). The District acknowledges that if the three (3) year term below is selected, the Successful Completion price will be subject to modification prior to the start of each academic school year at the sole discretion of FLVS.

## District hereby agrees to accept said VLL Agreement for:

one (1) academic school year term, July 1, 2021 through June 30, 2022 three (3) academic school year terms, July 1, 2021 through June 30, 2024

## 4. <u>DISTRICT OBLIGATIONS</u>

The District shall:

- a) Complete an accurate and timely (pursuant to Section 7 of this Agreement),
   reservation in VSA to secure courses, subject to approval by FLVS.
- b) Select academically appropriate courses by the dates set forth under Section 7 of this Agreement for the following enrollment periods:
  - Fall: May 31 to September 1.
  - Spring: November 15 to January 31.
  - Summer: April 1 to June 1.



- c) Provide FLVS with a complete student information roster with the minimum data requirements (last name, first name, date of birth, gender and grade level). Noncompliance with this provision will result in FTE reported by FLVS.
- d) Designate a Virtual Learning Lab facilitator to monitor students. It is not required that the facilitator be a certified instructor.
- e) Grant computer access to enrolled students, along with minimum technology required to utilize FLVS services<sup>1</sup>.
- f) Provide two-way long-distance communication access for FLVS Instructor student phone calls.
- g) Provide access to stakeholders involved in the success of the VLL for training and communications from FLVS.
- h) Ensure parental notification of student's participation in the District VLL.
- i) Report and collect the proper full-time equivalent ("FTE") student status, pursuant to section 1011.61, Florida Statutes, associated with enrollments.
- j) Uphold and support the FLVS policies regarding Academic Integrity by helping to minimize individual student violations and hold students accountable who do not follow FLVS and District policies relating to academic integrity.

## 5. FLVS OBLIGATIONS

FLVS shall provide to the District:

- Appropriate training for the District VLL facilitator, including VLL support strategies.
- b) Appropriate training for the District counselor(s) involved in the VLL.
- c) Appropriate training for District administration related to the VLL.
- d) A registration process specifically designed for VLL students.
- e) Ongoing virtual and/or face-to-face support from an FLVS instructor, District Relations Manager, Blended Learning Specialist, and FLVS support staff.
- f) Qualified, Florida state-certified instructors who will provide direct instruction using synchronous teaching methods.
- g) Evaluation and support of all members of the District VLL.

<sup>1</sup> Said minimum requirements are set forth at https://www.flvs.net/student-resources/system-requirements.



- h) Progress monitoring tools at District, student, and school level.
- i) Invoices for Successful Completions.
- j) Data required for FTE reporting by the District to the Florida Department of Education.

## 6. FEES AND PAYMENT

FLVS will invoice the District \$325.00 for each Successful Completion. The District shall pay the invoice within thirty (30) days of receipt of the undisputed invoice in accordance with the local Government Prompt Payment Act. Any fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the school or District reporting the FTE.

Invoice Schedule: District/School will be invoiced for enrollments that have completed during each billing cycle, identified by status 'Completed' in VSA. The billing cycle is outlined in the table below.

Cycle	Enrollment Data Date Range	Invoice Sent On or Before
Cycle 1	July – October	November 30th
Cycle 2	November – February	March 31st
Cycle 3	March – June	June 30th
Cycle 4	True-up/Enrollments not captured in previous cycle	July 31st

## Billing Contacts:

District Baker County School District	Florida Virtual School
Name: Johnnie Jacobs, Principal	Name: Carmen Brehoi
School/District Address: Baker County High School 1 Wildcat Drive, Glen St Mary, FL 32040	Address: 2145 Metrocenter Blvd. Suite 100 Orlando, Florida 32835
Email: johnnie.jacobs@bakerk12.org	Email: cbrehoi@flvs.net
Telephone No.: 904-259-6286	Telephone No.: 407-513-3615

## 7. NOTICE IN ADVANCE OF START DATE

The District shall provide FLVS with notice regarding the number of seats needed for the District VLL. Said notice shall contain a formal request of course(s) submitted via the VSA, and shall be submitted prior to the District VLL start date as follows:

1. two (2) to twenty-nine (29) students no less than ten (10) days; and



- 2. thirty (30) to one hundred forty-nine (149) students no less than thirty (30) days; and
- 3. one hundred fifty (150) or greater students no less than sixty (60) days' notice.

In addition to the notice described in this section, the District shall provide FLVS with a list of registered students no later than ten (10) days prior to the District VLL start date. Failure to comply with this subsection may result in one or more of the following, subject to FLVS' sole discretion: (1) a delay to the District VLL start date, (2) students may be enrolled in the FLVS Flex program and any FTE sharing shall apply for students not enrolled in the District VLL, or (3) denial of future lab request(s).

## 8. ACADEMIC INTEGRITY IN THE VLL

To ensure the highest standards of academic integrity, FLVS instructors shall, (1) act as a resource for student questions, (2) submit various assignments into the Turnitin.com database, (3) coordinate any academic integrity issues with the lab facilitator, their Instructional Leader, and Academic Integrity Support Personnel, (4) verify student mastery of content through Discussion-Based Assessments and authentic assessments, and (5) convey incidents and consequences to the District VLL student(s) and facilitator(s).

District facilitators shall, (1) provide supervision through close proximity while circulating the lab, (2) encourage students to seek support from FLVS Instructors, (3) encourage student to seek support from the facilitator, (4) discourage inappropriate collaboration of students, (5) ensure students are provided with appropriate equipment and that the equipment is not shared by students who are actively working in the same FLVS coursework, (6) require that students protect their password information and coursework, (7) protect students' user names, passwords, and other private information, (8) adjust seating arrangements to help promote students' integrity, (9) communicate with the student, FLVS Instructor and Academic Integrity Investigator with regards to concerns and consequences.

## 9. TERMINATION

This Agreement may be terminated by:



- b) either party without cause upon delivery of written notice of intent to terminate this Agreement provided to the other party not less than thirty (30) days prior to the effective date of such termination; or
- c) written agreement executed by both Parties; or
- d) FLVS at any time if the District, upon notice by FLVS and expiration of a five (5)day opportunity to cure period, fails to perform any duties or covenants of this Agreement; or
- e) the District at any time if FLVS, upon notice by the District and expiration of a ten-day opportunity to cure period, fails to perform any duties or covenants of this Agreement.

## 10. TERMINATION FOR CONVENIENCE

Anything to the contrary notwithstanding, District party, may terminate this Agreement without cause and for convenience with thirty (30) days prior written notice to the other party prior to the end of the current term. In the event of a termination for convenience, District shall pay FLVS for all services properly and fully rendered prior to the date of termination. In the event of such termination, the Parties—by mutual written agreement—may extend the notice of termination period to one beyond the (thirty) 30-day notice period prescribed herein to ensure completion of services and/or to prevent any interruption of instruction and disruption of the delivery of services to the students.

## 11. BACKGROUND SCREENING

FLVS agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes. All FLVS personnel who, (1) are to be permitted access to District's school grounds when students are present, (2) will have direct contact with District's students, or (3) have access or control of District's funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. FLVS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to FLVS and its personnel. The Parties agree that the failure of FLVS to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling District to terminate immediately with no further responsibilities or



duties to perform under this Agreement. To the extent permitted by law, FLVS agrees to indemnify and hold harmless District, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in FLVS's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by District's or FLVS of sovereign immunity or of any rights or limits to liability or damages existing under Section 768.28, Florida Statutes.

## 12. INTELLECTUAL PROPERTY RIGHTS

The District acknowledges and agrees that all FLVS content, software, courses, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to the District pursuant to this Agreement are protected via copyrights, trademarks, service marks, patents, trade secrets, and/or other proprietary laws and/or regulations, and FLVS retains all right, title, and interest in and to the Works. The District further acknowledges that it has no ownership of or proprietary interest in the Works except as expressly granted in this Agreement.

Absent the express written authorization by and consent of FLVS, the District will not sell, license, sublicense, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create the Works or any other component of the Licensed Materials. Further, the District will not take or knowingly permit any action or omission that jeopardizes or impairs FLVS's rights in the Works or Licensed Materials. For instance, the District will not: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works; (b) transfer, assign, distribute, rent, sell, or grant sublicenses to or otherwise make available the Works or any element thereof to any third parties; (c) embed or incorporate in any manner the Works or any element thereof into other applications or products belonging to and/or utilized by the District; (d) use or transmit the Works in violation of this any state or federal law or regulation applicable to the terms of this Agreement or the Licensed Materials; (e) access, use, or copy any portion of the Works (including any component of its logic, structure, and architecture) to develop, promote, distribute, sell, or support any other product or service; or (f)



remove, obscure, or alter any FLVS symbol, copyright notice, mark, name, logo, tagline, or other similar designation displayed on or through any portion of the Works.

## 13. CHILDREN'S ONLINE PRIVACY PROTECTION ACT ("COPPA")

The District shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

## 14. SOFTWARE SECURITY

The District will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use. District shall strictly limit access to the Licensed Materials to Authorized Users and Authorized Third Parties. FLVS will ensure all reasonable measures are taken to protect the District Data while in use at the FLVS site. Reasonable measures are defined as the District Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such Data.

## 15. DATA/SECURITY BREACH

The Parties acknowledge their respective obligations to comply with all data privacy laws, including section 501.171 of the Florida Statutes. Upon knowledge of a data security breach, the breached party shall notify the other party immediately, and in no event later than thirty (30) calendar days following a determination of a breach of data security involving the other party's data. Additionally, each party shall fully cooperate with the other regarding their respective statutory obligations with respect to security breaches, including all statutory and regulatory notification requirements.

## 16. <u>E-VERIFY</u>

In accordance with section 448.095, Florida Statutes, the Parties shall utilize the U.S. Agency of Homeland Security's E-Verify system, <a href="https://e-verify.uscis.gov/emp">https://e-verify.uscis.gov/emp</a>, to verify the employment eligibility of all employees hired during the term of this Agreement.

## 17. THIRD PARTY REQUIREMENTS

The District is solely responsible for ensuring that the Licensed Materials/FLVS courses meet the requirements of any third-party organization that the District seeks to satisfy. For example, the National Collegiate Athletic Association ("NCAA") has specific guidelines regarding the acceptance of distance learning or credit recovery courses for



student athletes. The District accepts responsibility for these criteria to the extent that it uses the Licensed Materials for students who desire to meet NCAA eligibility criteria. Similarly, the District is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if the District intends to offer any Licensed Materials courses as AP courses.

## 18. WARRANTIES OF FLVS

FLVS warrants that all components of the Licensed Materials shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, FLVS shall, to the extent permitted by law, indemnify and hold harmless the District, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark arising or resulting from use of the Licensed Materials.

If a component of the Licensed Materials becomes or is likely to become the subject of an infringement claim, FLVS may, at its option and expense: (a) procure for the District the right to continue using such component; (b) replace or modify the affected component so it becomes non-infringing and remains functionally equivalent; or (c) require the return of the affected component, allow the District to return other components intended to operate with the affected component, and refund to the District that portion of the license fees attributable to the returned product, prorated in accordance with the unused portion of the term.

## 19. CONFIDENTIAL INFORMATION

To the extent permitted by law, each party agrees to maintain the Confidential Information of the other party. For the purposes of this Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information and District Data. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes of this Agreement and for no other purpose. Upon the termination or expiration of this Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law.



As FLVS may receive District Data that is otherwise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records.

## 20. ACCOMMODATIONS FOR STUDENTS WITH EXCEPTIONALITIES

The District is responsible for complying with all federal and state requirements, including IDEA and Section 504 in connection with its use and implementation of the Licensed Materials. Furthermore, the District is responsible for providing any required services to support and accommodate students with special needs. The District acknowledges that virtual learning programs are not appropriate for all students, and it is the District responsibility to ensure that its delivery and implementation of the Licensed Materials is appropriate for each participating student. FLVS will not be responsible to make such a determination and is not required to make any associated modifications to the Licensed Materials.

## 21. ENGLISH LANGUAGE LEARNER STUDENTS

The District is responsible for providing appropriate equal access to all students, including ELL students. It is also responsible for ensuring compliance with the Florida META Consent Decree and other federal and state laws and regulations in connection with its use and implementation of the Licensed Materials.

## 22. PUBLIC RECORDS NOTICE

The Parties are required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of their duties under this Agreement. Accordingly, the Parties shall:

- a) Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
- b) Provide to each other, upon request and free of charge, a copy of each record which either party seeks to produce in response to a public records request.



- Ensure that Agreement Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d) Upon completion of their obligations under the Agreement, transfer to each other, at no cost, all Agreement Data in their possession or otherwise keep and maintain such data/records as required by law.

Either party's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the non-breaching party without penalty to them.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR THE DISTRICT DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE DISTRICT SHALL CONTACT FLVS'S CUSTODIAN OF PUBLIC RECORDS AT 2145 METROCENTER BOULEVARD, SUITE 100 ORLANDO, FLORIDA 32835, OR AT 407-513-3325, OR AT: custodianofrecords@flvs.net. IN TURN, IF FLVS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, FLVS SHALL CONTACT THE DISTRICT CUSTODIAN OF PUBLIC RECORDS AT [business/street address]:

OR AT [phone number]:

OR	AT	_[email	address]	1
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## 23. RESERVATION OF SOVERIEGN IMMUNITY

FLVS and the District acknowledge and affirm the limited waiver of sovereign immunity as to tort claims arising from the negligent or wrongful conduct of an officer or employee as specified in section 768.28 of the Florida Statutes. Subject to and within the limitations of sections 163.01 and 768.28 of the Florida Statutes, FLVS and the District agree to be responsible only for such claims and damages caused by the actions or inaction of their own respective officers and employees while functioning within the scope of their official duties. Nothing herein shall be construed or interpreted as an



agreement by one party to indemnify the other, nor as an obligation to or consent to be sued by a third party. Furthermore, nothing herein shall be construed or interpreted as an agreement by either party to waive the monetary limitations (*i.e.*, "statutory caps") of liability set forth in Chapters 163 and 768 of the Florida Statutes.

## 24. INDEMNIFICATION

To the extent permitted by law, FLVS and District hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to section 768.28 of the Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either party to defend, sue, or consent to be sued by a third party. Rather, FLVS and District agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in section 768 of the Florida Statutes.

## 25. FORCE MAJEURE

Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement resulting from acts or events beyond the reasonable control of such party ("Force Majeure Event"), including acts of war, terrorism, acts of God, epidemic or pandemic, any police action of the federal, state, or local government, an earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions.

## 26. <u>DISCLAIMERS AND OTHER LIMITATIONS OF LIABILITY</u>

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, ALL INFORMATION, PRODUCTS, GOODS, AND/OR SERVICES PROVIDED BY OR THROUGH FLVS PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OR CONDITION OF ANY KIND. EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, FLVS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS WITH REGARD TO THE LICENSED MATERIALS, INCLUDING ALL



IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF FLVS IS LIMITED IN ACCORDANCE WITH FLORIDA LAW AND THE TERMS OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL FLVS BE LIABLE FOR ANY SPECIAL, EXEMPLARY, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES TO THE DISTRICT OR TO ANY THIRD PARTY FOR LOSS OF USE, DATA, OR PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE LICENSED MATERIALS. SUBJECT TO THE LIMITS SET FORTH IN SECTION 768.28 OF THE FLORIDA STATUTES, THE DISTRICT RECOVERY, IF ANY, SHALL BE LIMITED TO THE DISTRICT ACTUAL AND DIRECT DAMAGES AND THE MAXIMUM AGGREGATE AMOUNT OF ANY SUCH DAMAGES RECOVERABLE TO THE DISTRICT SHALL BE NO GREATER THAN THE SUMS PAID BY THE DISTRICT TO FLVS FOR THE LICENSED MATERIALS PURSUANT TO THIS AGREEMENT.

## 27. <u>DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS</u>.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED MATERIALS, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE DISTRICT SPECIFIC LEGAL RIGHTS. DISTRICT MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

## 28. RELATIONSHIP OF THE PARTIES

At all times during the term of this Agreement, the Parties shall be considered independent contractors and not employees of each other, and nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties. Neither party is authorized to, nor shall either party act toward third persons or the



public in any manner that would indicate anything other than an independent contractor relationship with the other party.

## 29. NO PRESUMED CONSTRUCTION AGAINST DRAFTER(S)

The Parties acknowledge that they have both had an opportunity to craft the terms and scope of this Agreement. Accordingly, each and every term of this Agreement shall be construed in accordance with the fair meaning of such term and there shall be no presumption against either party for having drafted or participated in the drafting of this Agreement.

## 30. DESCRIPTIVE HEADINGS

The headings used herein are descriptive only and are not determinative as to the meaning or effect of any term of this Agreement.

## 31. BINDING EFFECT

This Agreement shall be binding upon and exclusively inure to the benefit of the Parties and their respective officers, employees, and authorized agents. The Parties do not intend for this Agreement to be binding upon or inure to the benefit of any other person, entity, or party.

## 32. NOTICES

All notices, demands, and other communications required or permitted pursuant to this Agreement shall be provided in writing directed to the following contacts:

### As to FLVS:

Larry Banks, Senior Director of Partner Services Florida Virtual School 2145 Metrocenter Boulevard, Suite 100 Orlando, FL 32835 Email: lbanks@flvs.net

With a copy to:

Office of General Counsel Florida Virtual School 2145 Metrocenter Boulevard, Suite 100 Orlando, FL 32835

### As to the District:

Sherrie Raulerson , Superintendent of Schools District Name Baker County School District



Address:

392 S Blvd East

City/State: Macclenny, FL 32063

Email: sherrie.raulerson@bakerk12.org

With a copy to:

Name/Title: Johnnie Jacobs, Principal, Baker County High School

Address: 1 Wildcat Drive

City/State: Glen St. Mary, FL 32040

Email: johnnie.jacobs@bakerk12.org

#### 33. **NO WAIVER**

No delay or failure to act on the part of either party in exercising any right, power, or privilege under this Agreement shall impair any such right, power, or privilege or constitute a legal waiver or acquiescence regarding any such right, power, or privilege. Nor shall any single or partial exercise of any right, power, or privilege arising from this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver shall be valid and enforceable against either party unless it is agreed upon in a writing that is authorized and signed by the party against whom enforcement of such waiver is sought.

#### 34. OPPORTUNITY TO CONSULT WITH COUNSEL

Each party acknowledges that it had an opportunity to consult with counsel of their own choice regarding the development and drafting of this Agreement.

#### 35. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions.

#### 36. **DISPUTE RESOLUTION**

The Parties agree that they will use their best efforts to settle any and all disputes arising out of or in connection with this Agreement, including disputes as to its validity, interpretation, performance, and alleged breach, prior to initiating any legal proceeding, whether judicial or administrative in nature.

#### 37. PARTICIPATION IN SIMILAR ACTIVITIES

This Agreement in no way restricts FLVS the District from participating in similar activities with other public or private agencies, organizations and individuals.

#### 38. SEVERABILITY



The terms of this Agreement shall be severable such that, if any term herein is deemed unlawful, invalid, or unenforceable, such term shall not affect the validity and enforceability of any other terms of the Agreement.

## 39. EXECUTION

Each party acknowledges that it has executed or caused the execution of this Agreement on its own behalf in reliance on their own judgment and without coercion, duress, or undue influence. This Agreement may be executed in counterparts, any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument.

## 40. ENTIRE AGREEMENT

This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and the terms of this Agreement supersede and replace any conflicting or inconsistent terms of any other agreement(s) between the Parties. Any amendment or modification of this Agreement and any waiver of its terms must be reduced to a writing which is authorized and signed by both Parties.

{This space has been intentionally left blank.}

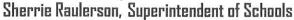


**WHEREFORE**, the Parties agree upon the foregoing terms and conditions of this Agreement and bind themselves to each other and to the covenants and promises herein stated through each of their authorized representatives/signatories below:

FLORIDA VIRTUAL SCHOOL		
By (Authorized Signature)	Date	
Printed Name and Title of Person Signing:		
Louis Algaze, Ph.D., Chief Executive Officer		
Address:		
2145 Metrocenter Blvd, Suite 100, Orlando, FL 32835		
Approved as to legal form and sufficiency by:		
FLVS General Counsel (or authorized designee)		
DIOTRIOT MANE		
DISTRICT NAME: Baker County School District		
By (Authorized Signature)	Date	
Printed Name and Title of Person Signing	-	
Paula T Barton, Board Chairperson		
Address		
270 S Blvd East, Macclenny, FL 32063		
Approved as to legal form and sufficiency by:		
School Board Attorney/Legal Counsel for School Board of District County or Charter School (or authorized designee)		



# Baker County Public Schools





Telephone: (904) 259-6251

www.bakerk12.org

Fax: (904) 259-1387

November 2, 2021

Sherrie Raulerson, Superintendent Baker County School District 270 South Boulevard East Macclenny, FL 32063

Dear Superintendent Raulerson,

I am requesting School Board approval of the 2021-2024 Agreement between Baker County School District and the Baker County Education Support Professionals, (*Revised July 01, 2021*).

If you have any questions, please call me at 259-0429.

Sincerely,

Allen Murphy

Executive Director of Teaching and Learning

## **AGREEMENT**

## **BETWEEN THE**

# BAKER COUNTY DISTRICT SCHOOL BOARD

## **AND**

# BAKER COUNTY EDUCATION SUPPORT PROFESSIONALS

2018-2021 2021-2024

(Revised July 1, <del>2020</del>2021)

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## **PREAMBLE**

THIS AGREEMENT ENTERED INTO THIS 1st DAY OF JULY 20182021 BY AND BETWEEN THE SCHOOL BOARD OF BAKER COUNTY, FLORIDA, HEREINAFTER CALLED THE "BOARD" AND THE BAKER COUNTY EDUCATION SUPPORT PROFESSIONALS, HEREINAFTER CALLED THE "ASSOCIATION".

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

WHEREAS, the Board and the Association recognize that it is the responsibility of the Board to approve the educational and operational policies that are essential to the public educational programs and that the Association represents the Baker County Education Support Professionals, who are engaged in providing educational services; and

WHEREAS, the Association, as the certified and exclusive agent and representative of the Baker County Education Support Professionals and the Board have agreed to bargain in good faith in the determination of the wages, hours, and terms and conditions as of employment of the public employees with the bargaining unit; and

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

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

## ARTICLE I AGREEMENT

The Agreement between the Baker County District School Board (hereinafter referred to as the "Board") and the Baker County Education Support Professionals, FEA, (hereinafter referred to as the "Association") to be effective upon ratification of the Bargaining Unit Members and upon approval of the Board.

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

# ARTICLE II MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Board or in any way abridging or reducing such authority.

This Agreement shall be construed as requiring the Employer to follow its provisions in the exercise of the authority conferred upon the Employer by law.

# ARTICLE III . RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative for all matters affecting wages, hours and working conditions as provided in Chapter 447, Florida Statutes, for those employees in the Unit certified by the Public Employees Relations Commission in its Certification No. 865 on October 3, 1989, which covers the Unit described below:

INCLUDED: All regular full-time and regular part-time non instructional employees of the School District of Baker County including: teacher para-professional, bus driver, nutrition services worker, custodian, data entry operator, school secretary, bookkeeper, electrician, office paraprofessional, media paraprofessional, mechanic, carpenter, warehouse employee, secretary-guidance, and air conditioning mechanic.

EXCLUDED: All Instructional employees, senior high principal's secretary, fiscal assistant (5), secretary to superintendent (2), managerial employees, confidential employees, employees with a supervisory conflict of interest, temporary, and casual and seasonal employees

## ARTICLE IV COMPENSATION

## Item 1 -NEW CLASSIFICATION

It is agreed by both parties that as new classifications are created by action of the Board, the question of inclusion or exclusion with this Agreement shall be determined by comparability with the classification listed in the unit description certification.

## Item 2 - JOB SPECIFICATIONS

The Employer agrees that each employee covered by this Agreement shall be assigned a specific classification to which each classification will have the same written job specifications outlining the duties.

## **Item 3 -CONTRACTS**

A. ANNUAL EMPLOYMENT STATUS -Effective this Agreement, all employees shall serve a three (3) year probationary period. During the first year of this three (3) year period, the employee may be dismissed without cause or may resign without prejudice. All employees covered by this Agreement (who have been employed for the length of the probationary period) on its effective date will be past their probationary period and will be permanent employees.

An employee shall be notified in writing if not rehired for the following school/fiscal year no later than twenty (20) workdays prior to the end of the current school/fiscal year.

An employee non-renewed may make a written request within 10 work days for a meeting with the Superintendent or his/her designee. After hearing from the affected employee and/or his/her representative, the Superintendent will either uphold the preceding action or recommend reemployment, and notify the employee in writing within 10 workdays. The decision of the Superintendent will be final.

- B. CONTINUOUS EMPLOYMENT STATUS After the third year of Annual Employment Status, continuous employment status shall be granted to an employee if the employee has been recommended by the Superintendent and reappointed by the School Board based on successful performance of duties and demonstration of competence in the job assignment. A continuous service employee will be entitled to due process in respect to their employment under the grievance procedure herein:
  - 1. The continuous employment status shall be effective at the beginning of the school/fiscal year following completion of all requirements.
  - 2. An employee holding continuous employment status may be non-renewed when the principal/supervisor charges the employee in writing of performance deficiencies which may result in non-reappointment if not corrected within a specified time. The notice will include:
    - 1. Notice of deficiencies.
    - 2. Explanation of deficiencies and suggestions for corrections.
    - 3. Assistance rendered to correct deficiencies.
    - 4. Time for deficiencies to be corrected.

- 3. The Superintendent and/or the board may non-renew, suspend, dismiss or return an employee to probationary status for just cause, at any time during the year for reasons including, but not limited to the following:
  - a. Violation of a policy of the School Board of Baker County
  - b. Violation of work rules
  - Gross insubordination -willful and continuing refusal to follow a proper directive, order or assignment from a supervisor
  - d. Immorality
  - e. Misconduct in office
  - f. Incompetence
  - g. Willful neglect of duty
  - h. Being under the influence of alcohol while on duty
  - i. Possession of, sale of, intent to sell, dispensing of, or being under the influence of any illegal substance
  - j. Sexual harassment of any employee, student, or other individual
  - k. Conviction of any crime involving moral turpitude
  - I. Endangering the health, safety or welfare of any student or employee of the District
  - m. The conviction of a felony in the State of Florida or notice of conviction of a substantially parallel offense in another jurisdiction
  - n. An act committed while off duty, which adversely affects the employee's performance of duties, or disrupts the operations of the District, its schools or other facilities
  - o. Improper use of leave
  - p. Failure to perform work-related assigned duties
  - Intentional or negligent damage to School Board property
  - r. Unethical use or administration of test materials
  - s. Failure to report to work
  - t. Theft
  - u. The act of job abandonment, in being absent from work for three (3) consecutive days, without proper notification to the immediate supervisor or designee

An employee with continuous employment status recommended for non-renewal, suspension, termination and/or return to probationary status shall be disciplined for cause and may file a grievance through the Formal Grievance Procedure. Such request shall be submitted in writing to the Superintendent within fifteen (15) working days of receipt of notification of the action being taken.

## C. Work Week/Year

1. The minimum length of regular full-time employees' normal work week and length of the work year will be established by the employee's administrator and approved by the Superintendent prior to the beginning of each fiscal school year. Thereafter, no change in the length of the normal work week will occur during the fiscal school year unless the change is for cause or is a result of the reduction of force procedure outlined in this agreement.

- Nine and ten-month employees who are requested to continue their regular duties during the summer period are employed on an as-needed basis as determined by the Board. Other employees hired to fill available summer period vacancies will be employed based on consideration of availability, qualifications, past performance and seniority at each worksite.
- D. The principal or supervisor may provide, if in his/her opinion it is justified, an adjusted work day within employee's regular work week to accommodate the needs of the employee or the school system, provided a record keeping system as determined by the principal/supervisor, or as required by the Board, will be utilized by the employee to assure accurate records and meet auditing requirements.
- E. Employees who have been reclassified from 12-month to 10-month, and continue in the original job classification, will be given summer employment when available provided they are qualified for the job and request the summer employment.
- F. Less than full-day employees will be given that fractional part of the year that they have earned when they move to a full-day employment. (EXAMPLE: Four (4) hours per day for two years will be moved in full-day employment with one year experience.)
- G. Present employees who are scheduled to work less than 30 hours per week, are part-time employees, are not entitled to the fringe benefits conveyed by this Agreement unless the employee is a full-time bus driver working a minimum of 27.5 hours per week or 5.5 hours per day.

## Item 4 - EDUCATIONAL REQUIREMENTS

All employees shall be required to possess a high school diploma or equivalency certificate. It is further agreed upon that all employees that are now non-instructional employees of the Board will be exempt from this provision. possess the educational requirements as set forth in the board approved job descriptions which are located on the district website at bakerk12.org. It is further agreed that all current employees as of July 1, 2021 are exempt from this provision for the current position they hold.

## Item 5 - WORKING EXPERIENCE

All non-instructional personnel shall be permitted to bring in eleven (11) years of previous working experience either out of or within the County. The question of in-field shall be determined by the supervising administrator and the Superintendent of Schools. Substitutes within the County hired for a position in the field for which they have substituted (accumulated work totals ½ plus one day or more of the position's contracted year) shall receive one year of experience credit if the service was in a full-time assignment. This does not include time served as an on-call or as needed substitute. This credit is not awarded retroactively to substitute time completed prior to July 1, 2016.

## Item 6 -RETIREMENT CREDIT

Non-Instructional personnel, entering the Baker County School District will be placed on Step 0, if the employee is receiving or has received retirement benefits from FRS Pension Plan, FRS Investment Plan, or from another State retirement system.

## Item 7 - MILITARY EXPERIENCE

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

## **Item 8 - SPECIAL BANQUETS**

School Nutrition services personnel being used for special banquets will be paid at their regular rate of pay.

## **Item 9 -TRANSPORTATION**

## FIELD TRIP PROCEDURES AND SPECIAL USES OF SCHOOL BUSES

## 1) Participation:

- All school bus drivers employed as regular drivers are eligible to participate in extracurricular trips. Trips driven by coaches, sponsors and community volunteers are excluded. Rosters will be maintained listing those drivers who desire to participate. A current roster shall be posted in the bus lobby by the supervisor or his/her designee. Substitute drivers will not be scheduled for the extra trips, except in an emergency or when all full time drivers have refused the trip.
- B) Drivers will be given the opportunity to sign up for extra trips at the beginning of each school year and at any time during the school year.
- C) Drivers signing up for extra trips after the school year begins shall be placed at the end of the extra trip roster and not be assigned make-up trips to catch them up to the drivers who have participated since the beginning of the school year.
- Drivers who stop participating in extra trips temporarily and then begin again shall be placed at the end of the rotating list and shall not have make-up trips.

## Scheduling Procedures:

- A) The names of drivers who desire to participate in extra trips will be placed on a roster in alphabetical order. The list will be formed at the beginning of the school year. Trips will be assigned to drivers by using the roster as a rotation. Trips will be assigned in the order the bus requests are received. Trip requests that come in at the same time will be assigned according to chronological order. The trip requests will be placed in the drivers' lockers. However, the driver's regular route, the number of refusals and the availability of substitute drivers may be considered when assigning trips.
- B) Drivers may also sign up to be available to drive emergency trips. A separate roster shall be maintained for drivers available to drive emergency trips. Emergency trips are those that a driver has less than forty-eight (48) hours notification of the trip.

- 1) Driving emergency trips will be counted separately from the regular extra trip rotation. An emergency trip does not count as the driver's opportunity to drive an extra trip on the regular rotation.
- 2) An attempt shall be made to equalize the number of emergency trips each driver is offered. The driver's regular route, the number of refusals, and the availability of substitute drivers may be a consideration in equalizing emergency trips.
- 3) In the event an emergency driver is covering for a driver who "failed to show" on the regular roster, the "failed to show" driver will not receive a make-up trip.
- C) A driver who turns down an extra trip assignment will forfeit his/her turn on the rotation unless it is turned down due to illness or if the trip would require the driver to miss their regularly scheduled route. He/she will not be rescheduled until the rotation comes back to his/her name.
- D) A driver who repeatedly turns down extra trip assignments for any reason, except sickness, or fails to meet the extra trip assignment (except for mechanical reasons) may be dropped from the roster.
  - 1) Repeated turndowns shall be considered in excess of three (3).
  - 2) Failure to meet extra trip assignments shall be considered in excess of one (1).
  - The driver being dropped from the roster for the above reasons, will be asked to come into the Director of Transportation's Office to sign a memo stating the effective dates and the reason for the suspension.
    - a) The first suspension shall be for a period of one month.
    - b) The second suspension shall be for the remainder of the school year.
    - c) A driver who has been suspended shall not be assigned make-up trips after the suspension is lifted.
- E) In case of trip cancellation, an effort shall be made to schedule the driver on the next available extra trip assignment.
- F) When a driver determines that he/she is unable to take the assigned extra trip, they will either call the Transportation Secretary, and/or return the trip sheet to the Secretary as soon as possible.
- G) A driver who is not able to drive his/her regular route will not be allowed to do an extra trip the same day. If a driver misses the morning route, he/she is not allowed to drive an extra trip prior to the afternoon route. If a driver misses the afternoon route, he/she is not allowed to drive an extra trip in the afternoon.
- H) Special requests for specific drivers on bus requests from the schools shall not be granted. The rotation system shall be adhered to.

- Drivers are not authorized to switch trips with other drivers. If a scheduling problem arises, contact the Transportation Director.
- J) The scheduling history shall be made available within twenty-four (24) hours of the request.

Two bus driver categories will be developed for special trips.

- 1. Paid bus driver category Full-time and substitute drivers
- Volunteers Volunteers can be citizens from the community, teachers, coaches or employees that are not full-time or substitute bus drivers. Volunteers must meet all the federal, state and district requirements to transport students on a school bus.

The sponsor of the trip will select the category and the Director of Transportation will assign the driver. If a volunteer driver is desired, it is the trip sponsor's responsibility to make arrangements with the volunteer. If a paid driver is selected, he/she will be assigned from the appropriate rotating list. The rotating list for paid drivers shall be posted in the bus garage lobby.

A Board approved driver will be paid as follows for extra trips: At step 1 or current hourly rate whichever is less of the driver pay schedule per hour, not to exceed 14 hours per extra trip, plus expenses (expenses include meals and lodging, if not provided, and any entry fee required) will be paid for time in excess of the five and one half hours regular contractual time.

When a trip interferes with the driver's regular contractual day, he/she may request other leave without pay and then shall be compensated by the sponsoring club at his/her regular hourly rate for up to five and one half hours. Meal expenses will be according to the state food allowances schedule, which is;

- \$6.00 Breakfast -before 6:00 AM. and extends beyond 8:00 AM.
   \$11.00 Lunch -before 12:00 noon and extends beyond 2:00 P.M.
   \$19.00 Dinner -before 6:00 P.M. and extends beyond 8:00 P.M.
- 2. Hotel expenses will be at the single occupancy rate as receipted. Expenses will be paid on internal account checks from the school center sponsoring the extra trip.
- 3. Where paid drivers are assigned by the Superintendent for extra trips during contractual time, TDA will be given. Time worked over 5.5 hours will be compensated at the approved rate only for extra trips assigned by the Superintendent.
- 4. Drivers will be paid at step 1 or current hourly rate, whichever is less for extra trips out of the county, beyond the employee's school run according to the payment schedules, or \$24.00 per trip, whichever is higher.
- 5. Length of Extra Trips On any extra trips, no driver shall have duty for any period greater than 14 consecutive hours. If a trip requires duty greater than the 14 consecutive hours:

- 1) A second bus driver will be provided; or
- 2) The driver will be given an eight hour rest that provides sleep arrangements on behalf of the driver.

## 3.) ADDITIONAL RESPONSIBILITIES:

- Cleaning of Bus Each driver is responsible for the general cleanliness of his/her bus. Every
  effort will be made to use bus drivers, who are willing to clean and service busses during the
  summer. Bus drivers shall be paid their hourly rate for such service.
- 2. Bus aide as Substitute Drivers Bus aide shall be paid at Step 1 of the driver's pay schedule when used as substitute drivers.
- 3. Transportation Substitute List Bus drivers will be provided an updated list of available subs.
- 4. Active regular bus drivers, active regular bus aides, and mechanics (who hold CDL license, and regularly drive in a substitute role) who are active for a minimum of one day more than half of the bus drivers' regular contractual days shall receive a bonus 0-5 years \$125; 6-10 years \$150; more than 10 years \$175, on or by June 30th, if no points have been assessed against them under the Safe Driving Plan and/or not been charged at fault in the preceding twelve (12) months. Years refer to actual years of employment by the Baker County School District.
- 5. The board agrees to pay employees that maintain a Class A or Class B CDL with Passenger (P) and School Bus (S) endorsements for the purpose of driving competitive teams and other approved extra duty trips for the Baker County School District will receive a \$500 bonus if they drive a minimum of ten (10) trips. This does not include transportation employees that are receiving compensation for extra-curricular trips according to the BCESP Contract. To initiate the receipt of the bonus, the employee who qualifies must notify the transportation director, in writing or via e-mail, within ten (10) working days of the end of the school year and must complete a board form (see appendix). The bonus will be paid no later than June 30th of each fiscal year. The impact of this proposal will be evaluated at the end of the fiscal year.

## 4.) ADDITIONAL PROCEDURES:

1. The Board agrees to pay for one United States Department of Transportation Medical Examination per year for full-time employees. These employees must maintain a Class A or Class B CDL with Passenger (P) and School Bus (S) endorsements, drive scheduled bus routes, drive officially sanctioned extra duty trips, and drive buses for the purpose of fulfilling their duties for the Baker County School District. This free physical will be scheduled by the director of transportation and paid for by the Baker County School District. The medical examinations will be scheduled on a day that is after the conclusion of one school year and prior to the beginning of the next. If an employee is unable to participate on the day scheduled, it will be the employee's responsibility to get a medical examination from a certified examiner that is on the federal registry, and the employee will incur the expense for

the examination. In the event the employee does not meet the standards of the medical examination required to be eligible for at least one year, the expense of the three month or six month follow-up examination will be the responsibility of the employee.

- 2. Drivers who present themselves for required random drug screening will be paid for the required time necessary for the random screening.
- 3. In the case of a vacant bus route, employees desiring to reposition may submit a written request to the supervisor when an available route is posted in the bus lobby. The supervisor will make a determinization of the repositioning of drivers based on the following: Qualifications, written request and length of service to the district.

## Item 10 - ASSOCIATION PAYROLL DEDUCTION

The Board shall deduct from the pay of each employee all current membership dues of the local Association, provided that at the time of such deduction there is in the possession of the Board a current written authorization for dues deduction, executed by the employee, in the form and according to the terms of the dues deduction authorization established.

The Association shall certify the amount of dues to be deducted from each employee's salary for the current school year and will notify the business office, in writing, no later than September 1st, of the dollar amount of the deduction.

- A. The annual membership dues amount will be deducted from the employee's paychecks in twenty-four (24) equal installments.
- B. Any employee, at any time, may authorize dues deduction by presenting an authorization card to the finance department. One-twenty-fourth (1/24) of the annual membership dues will be deducted from each bi-weekly check of the employee from the month of authorization through June of that fiscal year.
- C. All professional dues deducted shall be remitted to the Association in twenty-four (24) bi-weekly installments within ten (10) working days after the close of the payroll period.
- D. The Association will not be assessed the costs incurred by the Board in order to provide authorized dues deduction.
- E. Such payroll deductions authorization shall continue in effect from year to year unless revoked in writing by employees.
- F. Any employee may stop dues deductions by written request 30 days prior to payday.
- F. G. The Board will notify the Association of any cancellation of Association dues deductions upon receipt by the Board of written notification of such cancellation by sending a copy of cancellation request to the Association.

#### Item 11 -SALARY SCHEDULE

All non-instructional personnel will be paid in accordance with the 2020-2021 negotiated salary schedules. The steps under those salary schedules will be implemented effective July 1, 2020 through June 30, 2021.

Full Baker County experience shall be maintained for employees changing job classifications.

All non-instructional personnel who have completed 15-19 years non-instructional service in the Baker County School District, shall receive an additional \$1,000.00\$1,100.00 as part of their base salary. Eligibility for this \$1,000.00 addition to the base salary ends at the end of the 20th year of service.

All non-instructional personnel who have completed 20-24 years non-instructional service in the Baker County School District, shall receive an additional \$1600.00-\$1,700.00 as part of their base salary. Eligibility for this \$1600.00 addition to the base salary ends at the end of the 25th year of service.

All non-instructional personnel who have completed 25 or more years non-instructional service in the Baker County School District, shall receive an additional \$2100.00 \$2,200 as part of their base salary.

Principals will notify all 187 day instructional assistants when their return date will be for the following school year. This notification will occur before the tenth (10th) day of the closing of the prior school year and will be posted on the district's website.

#### Item 12 -USE OF PERSONAL VEHICLE

Any employee covered by this Agreement who is required and approved by the Superintendent to use his or her personal vehicle shall be compensated at the rate adopted by the Board and in accordance with administrative regulations.

- 1. The rate of pay for mileage will be based on current rate in effect for School Board Employees.
- 2. All required forms or documents shall be completed by employee within 30 days of travel.

#### Item 13 -COLLEGE CREDIT AWARDS

A. All non-instructional employees covered by this Agreement will be awarded for their college hours as follows:

(Must be from an accredited college with official transcript on file in Personnel Department.)

30-59 semester hours -\$.40 per hour =\$	
60-89 semester hours -\$.70 per hour =\$	
90+ semester hours -\$.75 per hour =\$	

\*These rates will not apply when the credit hours are required for employment. Anyone currently employed, as of the ratification date, November 20, 2012, may continue on their current track and

schedule of earning these funds according to this scale. For new hires, after ratification date November 20, 2012, these rates will not be compounded.

\*\*The existing employees who qualified for these credit awards are grandfathered in at their current rate and schedule.

Upon receipt in the Finance Department of official transcript from an accredited college or university, and upon verification by the Associate Superintendent of Human Resources, eligible non-instructional employees attaining a confirmed degree will receive additional compensation as follows:

Associate of Arts or Associate of Science \$100 Bachelor of Arts or Bachelor of Science \$200

B. Nutrition Services Personnel - All Nutrition Services personnel who successfully complete a certified training program will be granted a \$125.00 175.00 bonus. This \$125.00175.00 will be granted each year contingent upon annual training updates. Any nutrition services personnel who currently hold certification will receive this \$125.00 175.00 and can maintain this bonus with annual training updates. The District Nutrition Services Director will coordinate the certified nutrition training program.

#### Item 14 - DIRECT DEPOSITS

Payroll warranty disbursed dates shall be established to reflect a payroll period ending every other Wednesday throughout the fiscal year. Direct Deposits will be disbursed on the second Friday following the close of the payroll period. A schedule of payroll disbursement dates shall be sent to all schools on or about July 1 of each year. Payroll dates are modified to accommodate implementation of direct deposits. Effective July 1, 2019, new employees must be Direct Deposit with deductions automatic.

#### Item 15 - PARAPROFESSIONALS AS SUBSTITUTE CLASSROOM INSTRUCTORS

When an educational leader determines to use a paraprofessional as a substitute classroom instructor or in the capacity as a school nurse as provided by state law for a full day or any portions thereof, the paraprofessional shall receive a \$5.00 per hour upgrade to a maximum of \$30.00 per day in addition to their regular hourly rate. When appropriate, a substitute will be called to fulfill the duties of the paraprofessional.

## ARTICLE V GRIEVANCE PROCEDURE

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

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

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

- It is expressly agreed that the following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
  - 1. The failure to reemploy any non-tenure or probationary employee.
  - 2. The failure to employ or reemploy to a position on the extra-duty schedule involving a supplement.
  - 3. Any matter involving substance (content) of employee evaluations.
- J. Informal

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

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

- K. Formal
  - Step One: If for any reason the grievance is not resolved informally, the employee must, within five (5) workdays after receipt of the administrator's oral answer or twenty (20) workdays from the alleged violation, submit to the administrator a signed written statement of grievance on the official grievance form provided by the Board (page number 40) with copies as indicated on the form. The statement of grievance shall name the employee involved, state the facts giving rise to the grievance, identify all the provisions of this Agreement alleged to have been violated by appropriate reference, state the contention of the employee with respect to these provisions, indicate the specific relief or remedy requested, and shall be dated and signed by the employee involved. The administrator shall give the employee an answer in writing no later than five (5) workdays after receipt of the written grievance, with a copy to the Superintendent and the Association.

Step Two: Unless the parties agree to adopt the report of the administrator, it may be submitted to the Superintendent or his/her designee within five (5) workdays of the Step One report. The Superintendent, or his/her designee, and the aggrieved employee, and his/her representative(s) shall meet within a reasonable time, not to exceed five (5) workdays in an attempt to resolve the matter. The Superintendent shall communicate his/her decision, in writing, to the aggrieved employee and the Association within five (5) workdays after the hearing.

Step Three: The employee, after the Superintendent step, if not satisfied with the proposed solution, will advance the grievance to mediation within ten (10) days after receiving the decision of the Superintendent. Upon mutual agreement of the parties, the grievance may be submitted to grievance mediation prior to submitting the grievance to arbitration. When the parties agree to submit the grievance to mediation, the timelines are waved until the mediation process is concluded. A request for a mediator will be made to Federal Mediation and Conciliation Service (FMCS) within ten (10) workdays.

Step Four: After mediation, if the employee is not satisfied, he/she must choose either a hearing before the Board or arbitration. Whichever method the employee chooses, the decision of the Board, or arbitrator, (whichever is applicable) will be final. If the employee chooses to have a hearing with the Board, the Board shall hold a hearing no later than twenty (20) workdays after receiving the request. Within ten (10) workdays after the hearing, the Board shall communicate its decision in writing, and state its reasons to the Association and the aggrieved employee.

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

- L. The fees of the arbitrator shall be borne equally by both parties hereto. All other expenses of arbitration, such as cost of transcripts, etc., shall be borne by the requesting party. Employees subpoenaed by the arbitrator will receive no loss of pay for the time required as witnesses.
- M. When grievance meetings and arbitration proceedings are held during employee work hours, up to ten (10) grievant(s), witness(es) and Association representative(s) whose presence is required shall be excused with pay from their normal duties. If the Association indicates that more than ten (10) witnesses are needed, every effort will be made to schedule the meeting beyond the employee workday.
- N. The arbitrator shall have no power to alter, add to, subtract from, disregard or modify any of the terms of the Agreement.
- O. The arbitrator's powers shall be limited to deciding whether the express articles of this Agreement have been violated, misinterpreted or misapplied.
- P. The arbitrator's decision, when following procedures set forth in the Agreement, shall be final and binding on the Association, its members, the employee and the Board. Neither the Association nor any member of the bargaining unit shall attempt any other means to bring about the settlement of any grievance, until all steps of the grievance procedure have been completed.
- Q. All grievances must be initiated within fifteen (15) workdays from the time the alleged violation was said to have occurred. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation that he/she may have received during the period of the back pay.
- R. Any grievance which arose prior to the effective date of this Agreement shall be processed through the procedure in effect at the time of the grievance.
- S. If the grievance arises from an action of authority higher than the principal of a school, the employee may present such grievance at Step Two of this procedure.
- T. If a grievance affects employees at more than one school/work site, the Association President/Designee may file a class action grievance at Step Two of this procedure. The Association President/Designee may also file at Step Two a class action grievance of any alleged

- violation, misapplication or misinterpretation of rights specifically granted the Association in this Agreement. Any class action grievance will be signed by the Association President.
- U. If the same grievance affects more than one employee at the same school/work site, an Association Building Representative may file a class action grievance on behalf of the employees at Step One of this procedure.
- V. Separate grievances filed under this Agreement which do not qualify as "class action" under U. and V. above will be handled separately and not combined for arbitration.
- W. Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.
- X. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee to lodge an appeal at the next step of this procedure, but any grievance not advanced from one step to the next within the time limits of that step, shall be deemed resolved by the Administrator or the Board's answer to the previous step.

#### ARTICLE VI ORGANIZATIONAL RIGHTS

#### Item 1 -LABOR MANAGEMENT COMMITTEE

Every attempt will be made to resolve labor management issues at the school or cost center site with the site-based leadership. If unresolved, in a timely manner, the Superintendent and/or designee agree to meet with the Union President and/or Executive Director as needed, to discuss labor management issues. Also, problems that can't be resolved at this meeting will be referred to a problem specific committee of three members appointed by the Union and three members appointed by the Superintendent or other as mutually agrees upon to research and recommend a solution to the President of the Union and the Superintendent or designee.

#### Item 2 - ASSOCIATION BUILDING REPRESENTATIVE

The Association shall have the right to select employees from within its group to act as Association Building Representatives. The names of employees selected as Building Representatives shall be certified in writing to the Board. It is agreed to and understood by the parties to the Agreement that Association Building Representatives may, with the prior notification of their supervisor, spend time to carry out, investigate and process grievances and other matters pertaining to the carrying out of this Agreement without loss of pay. It is agreed to and understood by the parties to this Agreement that there shall be at least one (1) Association Building Representative for each school center, cafeteria, maintenance shop, and bus shop. It is agreed to and understood by the Association that Building Representatives shall conduct their duties in such a manner as not to interfere with work production. A Building Representative will function only in the center to which the Building Representative is assigned to work by his/her Employer.

#### Item 3 -ASSOCIATION REPRESENTATIVE

Association Representative, i.e., business representative, not employees of the Board, shall be certified in writing to the office of the Employer and shall have the right to carry on normal Association business during work hours on the premises. The Association Representative and/or any other duly authorized employee representative may see employees on their working time after a satisfactory arrangement has been made with the supervisor in charge of the building center where the employee works. The Association agrees that such activities by Association Representatives and/or other duly authorized employee representatives shall be carried out in such a fashion as not to interfere with normal work production.

#### Item 4 -ASSOCIATION STATE MEETINGS

The Board agrees to grant authorized employee representatives of the Association a yearly cumulative maximum of sixty-four (64) hours off, without pay, to attend the annual State FEA Convention or meetings. No two employees will be from the same classification and cost center and no individual employee may be off on such leave more than four (4) consecutive days, unless prior approval has been given by the Supervisor. Employees may request personal leave to attend the convention and shall be granted such leave, if available, except in cases of emergency.

#### Item 5 -BULLETIN BOARDS

Bulletin boards at appropriate locations may be provided by the Association for general posting of general Association literature, consisting only of the following:

- A. Notices of Association meetings
- B. Association elections
- C. Reports of Association committees
- D. Rulings and policies of the Association
- E. Recreational and social affairs of the Association
- F. Notices of public meetings
- G. Association news releases

Copies of all materials and announcements will be submitted to the appropriate building Principal, the Director of Maintenance, or the Director of Transportation prior to posting. Bulletin boards provided for employees' use shall be available for the posting of general Association literature. The location of these bulletin boards will be with the approval of the building Principal. The location in the bus shop and maintenance shop will be with the approval of the individual supervisor. The existing bulletin boards and space may be used for general posting by the Association.

#### Item 6 -REPRESENTATION AT SCHOOL BOARD MEETINGS

An Association representative will be released, with pay, to attend the regular scheduled Board meeting. The Association will make an effort to identify a representative whose assigned duties are not directly related to student contact and for whom a replacement would be required. In the event the representative does require a replacement, that individual may attend, with pay, no more than four (4) meetings a school year.

#### Item 7 -SCHOOL BOARD AGENDA

Written School Board meeting agenda will be emailed to the Association President as soon as practical.

Item 8 -SCHOOL BOARD MINUTES

Upon request, copies of the unofficial School Board Minutes will be emailed to the Association President.

Item 9 - ORGANIZATIONAL MEETINGS

School facilities may be made available for meetings, without charge to the Association, provided that such group is properly supervised. District use agreements shall be executed with the Association for all schools or for an individual school.

Item 10 -SCHOOL CALENDAR INPUT

The Non-Instructional Advisory Committee will designate one representative to sit with the Instructional Advisory Committee during School Calendar discussion. This representative will provide the Instructional Advisory Committee with calendar concerns from the Non-instructional Advisory Committee.

Item 11 - RELEASED TIME FOR PRESIDENT/DESIGNEE

When association activities require the president to leave his/her assigned school or to visit other schools, he/she shall notify both school offices of his/her intended travel itinerary. The President may see bargaining unit members on their work time only with permission of the Administrator.

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

## ARTICLE VII GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

**ITEM 1-WORKING CONDITIONS** 

- A. Regular employees assigned to school/instructional centers, during the regular school year, shall be granted an unpaid sixty (60) minute duty-free lunch break on preplanning, post-planning, and teacher planning work days when school lunch rooms are not in operation.
- B. Break/lunch time is to be scheduled by the principal/supervisor and shall be outlined as follows:

All employees who work at least six (6) hours per day shall receive one paid fifteen (15) minute break during the first half of the workday and one paid fifteen (15) minute break during the second half of the workday.

All employees who work less than six (6) hours per day shall receive one paid fifteen (15) minute break during the workday.

All employees who work four (4) hours or more per day shall receive an unpaid, duty free lunch period of not less than thirty (30) minutes during the workday.

Employees, who for any reason work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start work on such next shift. In addition, they shall be granted the regular rest periods that occur during that shift.

School Nutrition Service Personnel shall receive lunches at no charge on days they are at work and meals are prepared for students.

Schedules for breaks and lunches of employees will be established by the work location administrator. Suggestions for such schedules may be made by the affected employees, but the work location administrator shall have the final authority to schedule such breaks and lunches to effectively maintain the operation of the center.

- C. The employee work day shall be devoted to tasks assigned by the Board or appropriate designee, utilizing the approved job description and normal assignments of the principal/supervisor, performing the standard of services determined by the Board in exercising control and discretion over its organization and operations.
- D. Job descriptions will be available from principals or supervisors for employees who request same. The Board shall provide all new employees a copy of the current job description and updated changes will be provided as appropriate.
- E. The Board shall provide all safety items required by Florida law. Employees are required to furnish all personal items of clothing not provided under the terms of this agreement, as needed, to effectively carry out their assigned responsibilities. The Association will encourage all employees to work safely, using all proper safety procedures.
- F. Both the Association and the Board recognize that the employee workday is specifically for performing duties and assigned responsibilities.
- G. It is the specific responsibility of each employee to be skilled and knowledgeable in the job for which they are employed to perform in the approved job description. When the skills of the job change, the Board will provide at no cost, any training updates or new mandates, with the understanding that the employee is responsible to fully participate in training while on duty.
- H. The Board agrees to furnish and maintain all required common-use tools or equipment (excluding personal-use tools).
  - 1. The principal or supervisor shall determine which tools or equipment are personal-use tools.
  - 2. The Board shall determine which tools or equipment will be purchased and/or used.
  - 3. The principal or supervisor shall determine the extent of maintenance needed for the tools or equipment.

- 4. Employees using any tools or equipment furnished by the Board will be personally responsible for replacing any items they misplace or lose. Stolen items, where employee took all reasonable measures to protect same, will not be considered misplaced or lost if properly reported to principal or supervisor.
- 5. Employees shall be responsible for taking care of tools or equipment they use, keeping them clean and in good routine repair.
- 6. Any problems with common used tools and/or equipment will be reported to the supervisor or principal, in writing.
- 7. Employees who have been furnished uniforms must wear their uniforms at all times while on duty, unless approved by the employees' immediate supervisor in advance. Employees will be responsible for payment of all lost items. Upon termination or retirement, employees will be responsible for returning or paying for all furnished items.
- 8. Employees who have been furnished uniforms will be responsible for keeping them clean and in good repair.
- 9. The Nutrition Services employees may spend up to \$200.00 (250.00), per year, on uniforms. Each kitchen, as a group, will order uniforms from an approved vendor. Upon approval by the administrator, the employee may use another vendor to purchase uniforms and/or shoes. The invoice from the vendor shall be sent directly to the Nutrition Services Department for payout.
- I. Emergency Calls: Employees will be furnished, at the option of the Board, a vehicle for emergency calls required by the Board. Any employee required to return to duty on an emergency call and not furnished a Board vehicle shall be paid round-trip mileage from the home of the employee to the location of the emergency.
- J. First aid kits shall be furnished by the Board, as appropriate, for each work site, cafeteria, and selected vehicles. Employees are responsible to notify the principal or supervisor in writing of any location where first aid kits are apparently missing for final action of the principal or supervisor.
- K. Work rules Existing work rules will remain effective as presently constituted. The Board agrees to negotiate changes in existing work rules or the establishment of new work rules.

In the event that work rules are changed, the Association President will be notified five (5) consecutive work days before becoming effective.

The Employer agrees to furnish each employee in the bargaining unit with a copy of the existing work rules. New employees will be provided with a copy of the work rules at the time they are hired.

Employees will comply with all established work rules, provided the rules are uniformly applied and uniformly enforced. Any complaint involving discrimination in the rule application will be resolved through the Grievance Procedure.

L. Florida Statute 1003.573 requires a system of record keeping and parental notice regarding the seclusion and/or restraint of students. The Board agrees to implement the Statute as intended and to provide appropriate training to employees who are impacted.

#### ITEM 2 -TRANSFERS AND REASSIGNMENTS

Seniority defined: Seniority is defined as the total number of years the employee has been continuously employed by the Baker County School Board.

#### A. <u>Voluntary Transfer and Reassignment Provisions</u>

Employees transfer and reassignment provisions are established which will enable employees seeking transfer and reassignments to be considered without any reprisals taken against them. Employees who desire a change in assignment or desire to transfer to another school center or position shall file a written notice of such desire, providing one copy to the building Supervisor/Principal and one copy to the Association. Such requests shall be reviewed by the administration at least once each year. Reasonable effort will be made by all department heads to notify the applicant of the recommendation for or against approval, prior to final action by the Board.

All things being equal in the judgment of the Supervisor/Principal, length of service in the District, and financial status of the school will be the determining factors in transfer action. In all cases, mutual agreement between the employee and administration is necessary.

#### B. Involuntary Transfer and Reassignment Provisions

When a transfer is deemed necessary, qualified employees will be transferred or reassigned first under the provisions of voluntary transfers. Other transfers of properly qualified employees will be made after consideration of educational and personal qualifications. Length of service in the School District will be a consideration, but may not necessarily be the determining factor in involuntary transfers and reassignments. When involuntary transfer or reassignment action is taken, the administration will notify the employee in writing, stating the reason for the transfer, prior to School Board action. These provisions shall not be construed in such a way as to prohibit the Board from providing a racially balanced staff in each school.

 Employees who take a voluntary transfer, are reassigned or involuntarily transferred shall retain all experience credit for the purpose of their hourly wage rates and benefits as provided by this contract.

#### **Vacancies and Promotions**

A. Promotion and Upgrades defined: A promotion is movement to a higher pay grade at any work site in job classification or the same job classification with additional hours. Upgrades are promotions within a work site and do not result in an increase in the number of positions at a cost center and upgrades do not require advertisement.

All employees within the cost center meeting the promotional requirements contained in the new position's job description will have an opportunity to apply. Upgrades shall be controlled by qualifications/experience and will take effect on July 1st.

- B. Vacancy defined: When a position has been created or a current position has been vacated, which is intended to be filled, a vacancy exists.
  - When a vacancy exists, the position shall be posted at the School Board Office for five (5) working days on the district's web site. All posted positions will be noticed through district email. A copy shall be sent to the Association and to each work site in a timely manner.
  - 2. In the Board's determination in filling a posted vacant position, employees currently working in the Baker County Schools who meet all criteria as established herein shall be given priority consideration in the selection process to fill vacant positions.
- C. If positions are not properly advertised within the provisions of this Article, the Association may file a grievance at Step 2 of the grievance provision.

#### Item 3-OVERTIME AND WORK SCHEDULING

It is agreed to and understood by the parties to this Agreement that employees with the position classifications covered by the job classifications as herein specified will work necessary overtime under conditions declared by the administrative supervisor acting for the Board. Such overtime shall be compensated at the rate of one and one-half times the regular rate of pay after forty (40) hours a week. It is agreed that such overtime shall be calculated on a one-half day minimum at time and a half on emergency work only.

It is agreed and understood by the parties to this Agreement that:

- A. The standard workweek commences at 12:01 a.m. each Thursday and ends at 12:00 midnight the following Wednesday.
- B. The standard number of working hours during any standard workday shall not exceed eight (8) hours per day.
- C. The standard number of working hours during any standard workweek shall not exceed forty (40) hours.
- D. Holiday pay shall be paid at the rate of time and one-half in pay or compensatory time for same.

E. Pay or compensatory time shall be taken at the Employees option. Compensatory time will accrue at the rate of one and one-half hours for each hour of overtime worked. No more than 240 120 hours of compensatory time may be accrued per school year. Overtime worked after accruing 240 120 or more hours of compensatory time shall be paid at the regular overtime rate. Compensatory time must be taken within one calendar year of being earned, the same school year it was earned (July 1 through June 30th). The compensatory time may be used prior to using accumulated sick or annual leave. Any compensatory time not used will be paid. When an employee plans on using compensatory time, prior written notification to the administrator must be given and written approval by the administrator.

- F. Non-instructional employees attending training sessions required by the Board or its supervisory or management agents shall be paid their regular hourly rate of pay per hour for time beyond their contractual period.
- G. Employees assigned by the Director of Transportation to work as trainers beyond their contractual day, shall be compensated at their regular hourly rate of pay.
- H. All employees will seek approval from their supervisor/principal, in advance, when the need arises to work beyond their normal contractual hours.
- Non-instructional employees attending training sessions at the recommendation of the Board or its supervisory or management agents shall be paid at Step 0 of the salary schedule or \$8.50 per hour, whichever is greater. Their regular rate of pay.
- J. Employees who are assigned to call substitutes before or after regular work hours shall be given compensatory time at time and one-half or paid at the rate of time and one-half for any hours over 40 in a week. The employee should work directly with the site administrator to account for time worked.
- K. Employees assigned to substitute cafeteria managerial duties shall be paid to work an additional ½ hour for each day performing said duty. If the hours performed exceed 40 hours in a week the employee shall be paid at a rate of time and one-half for additional hours.

#### Item 4-DISTRIBUTION

Overtime work shall be distributed equally to employees working within the same job classification and at the same worksite. The distribution of overtime shall be equalized over each six-month period beginning on the first day of the calendar month following the effective date of this Agreement, or on the first day of any calendar month this Agreement becomes effective.

On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification and at the same worksite who has the least number of overtime hours to his/her credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his/her credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. A record of the overtime hours worked by each employee shall be posted on the department bulletin board monthly.

Overtime work shall be voluntary except as may be stated in the employee job description or in case of emergency, as determined by the Superintendent or his/her designee. There shall be no discrimination against any employee who declines to work overtime, except in cases of emergencies or as stated in job description for job classification. During the summer or on special occasions overtime shall be distributed equally to employees within the same job classification and at the same worksite.

#### Item 5 - PHYSICAL EXAMINATION

The initial physical examination for employment and any other physical examination required by law of those covered by this contract will be at the expense of the employee.

Required physical examination, other than those required by law, will be paid for by the Board.

#### Item 6-CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK

During the term of this Agreement, the Employer shall not contract out or subcontract any public work performed by employees covered by this Agreement, unless agreed to by the Association President.

This provision is null if the employees are unable to do the work. This does not apply to work performed which is paid for by funds other than School Board operating funds.

#### Item 7-LAYOFF PROCEDURES

In the event that the School Board determines the necessity of a reduction in the work force, the Board will retain the right to determine the timing of layoffs, the number of employees to be laid off, the classification and/or work sites and personnel affected by any layoff. Prior to implementation, the Board will communicate layoff decisions to the Association.

The order of layoff will be determined by the following factors and on the following priority/order:

- a. Attrition
- b. Volunteers
- c. Non-permanent employees, i.e. probationary, part-time or temporary
- d. Qualifications based on an employee's most recent performance evaluation
- e. If two or more employees are equally qualified, the more senior employee within the job classification will be retained. For purposes of layoff, seniority shall mean the length of uninterrupted service within affected classification. Approved leaves of absence shall not be considered a break in uninterrupted service. Should the length of uninterrupted service be the same for more than one employee, the tie shall be broken by using the last four numbers/digits of the employees social security number, with the lowest number being considered the most senior. A seniority list shall be prepared, posted and maintained by the Board based upon the foregoing criteria.

Employees will be considered for recall for a period of up to one year prior to any new applicants being employed. Employees will be offered re-employment in reverse order of layoff by classification. Notification of recall will be by certified mail, return receipt requested. If the employee does not respond or rejects a recall for re-employment within five (5) working days of either actual receipt or attempted delivery of notification by the post office, his/her name will be automatically dropped from the recall list.

#### **Item 8-EMPLOYEE RIGHTS**

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

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

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

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

- Employees will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of the Agreement. Compliance with such directives will not in any way prejudice the employees' right to file a grievance under the grievance procedure of the Agreement, nor shall compliance affect the ultimate resolution of the grievance.
- Administrators/supervisors shall not reprimand or criticize an employee in the presence of the employee's colleagues, students, or in the presence of parents of such students. When reprimand or criticism is deemed necessary, it shall be made in a private conference, with discretion and out of public view and hearing. The following progressive steps must be followed in administering discipline, it being understood, however, that some more severe acts of misconduct may warrant circumventing the established procedure.
  - a. Verbal warning
  - b. Verbal Reprimand (site record only)
    - 1. No written conference summary is placed in personnel file
    - 2. Employees must be told that a verbal reprimand initiates the discipline process
  - c. Written Reprimand (placed in personnel file)
  - d. Suspension with or without Pay
  - e. Termination
- It shall be the objective of those taking disciplinary action, and of the employees, that they handle their roles by conducting themselves through a proper and professional manner.
- 4. An employee who is summoned to the office of the Principal/administrator/supervisor or any district-level administrator for an investigatory conference or meeting which may lead to disciplinary action, shall be given 24 hours notice and shall have the right to a representative of their choice. If a representative is not available for the conference/meeting, the conference/meeting shall be rescheduled to a time when such representation is available. If a representative is to be used, the Principal/administrator/supervisor shall be informed in a timely manner.
- 5. When the employee is to receive a written reprimand, a copy of the reprimand shall be provided to the employee promptly once it is finalized. The employee shall have the opportunity to make a written response to the reprimand within ten days of receiving a copy. A copy of the response shall be made to the Principal and/or an appropriate administrator. If any employee who is to receive a written reprimand is absent from work or cannot be located, a copy will be mailed to his/her last known address by certified mail.

return receipt requested. The employee's signature indicates receipt only, not agreement with it.

- 6. Employees may be suspended with pay for just cause and may be suspended without pay only for just cause and only by action of the Superintendent.
- 7. When an allegation of wrongdoing or a complaint against an employee is investigated the employee shall be notified of the nature of the complaint and shall have the opportunity to seek representation prior to any investigatory meeting. The employee shall have an opportunity to respond in writing to the allegations or complaint during the investigation.

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

- If necessary, a conference with the parent, employee, and principal shall be held. The employee must be notified in advance of the conference.
- In no case shall complaints or reprimands be placed in the file that are anonymous or are based on anonymous information.

#### Item 9 - PERSONNEL FILES

Employee personnel files shall be maintained according to the provisions of the Florida Statutes and any Department of Education and/or Board Policies issued pursuant to law.

#### Item 10 -TOBACCO FREE WORKPLACE

In order to protect the health, safety, and welfare of all employees in the Baker County School System, all uses of tobacco products in any form are prohibited in any district-owned facilities or on any district-owned grounds. All employees shall be informed of this tobacco free workplace policy at the beginning of the school year, or on their initial date of hire.

#### **ITEM 11 - STUDENT DISCIPLINE**

The Board and the Association recognize that the employee must be given firm and consistent administrative support in the handling of discipline problems in the maintenance of good order necessary in the proper performance of duty. Non-Instructional employees are required to provide appropriate disciplinary support. This includes writing disciplinary referrals in accordance with the Student Code of Conduct. After referrals have been processed by the principal or his/her designee, this employee will be notified of the disciplinary action taken within two school days. The Transportation department will notify drivers of the disciplinary action taken by placing a copy of the referral in the driver's locker. If disciplinary action results in suspension, school or bus, employees will be notified prior to the first day of suspension.

#### ARTICLE VIII LEAVE PROVISIONS

#### **Item 1-GENERAL PROVISIONS**

A leave of absence is permission granted by the School Board or allowed under its adopted policies for an employee to be absent from duty for a specified period of time with the right to return to employment on the expiration of leave. Any absence of a member of the non-instructional staff from duty shall be covered by leave duly authorized and granted. Leave shall be officially granted in advance and shall be used for the purposes set forth in the leave application. Any request that the leave be granted retroactively will be denied. Leave for sickness or other emergencies may be deemed to be granted in advance if prompt report is made to the proper authority. No leave, except military leave, will be granted for a period in excess of one (1) year. Leave may be with or without pay as provided by law, regulations of the State Board, School Board Policy and these regulations.

For any absence that is without pay, the deduction for each day of absence shall be determined by dividing the annual salary by the number of days for required service.

A non-instructional employee on leave for the remainder of the school year or for the entire school year who, on expiration of leave, wishes to return to duty at the beginning of the next school year, shall notify the Superintendent in writing of such desire by no later than April 1.

#### Item 2 - APPROVAL OF LEAVE

All leave, except sick leave, will be prior approved by the Superintendent, School Board, or immediate supervisor.

#### Item 3 - ABSENCE WITHOUT LEAVE

Any member of the non-instructional staff who is willfully absent from duty without leave shall forfeit compensation for the time of the absence and shall be subject to dismissal from employment.

#### Item 4 -NOTIFICATION OF ABSENCE

Any member of the non-instructional staff who expects to be absent for any cause shall notify his/her administrative supervisor the evening immediately preceding the day of the absence if such is possible. Where the absence is due to an emergency, the employee shall notify his/her administrative supervisor or the Superintendent at the earliest possible moment.

Notice of absence shall always be in advance, unless the absence is beyond the control of the employee and conditions make such advance notice impossible. When an employee fails to obtain prior approval for absence from work or fails to notify his/her immediate supervisor of his/her need to be absent and is absent for three (3) consecutive workdays, the employee shall be considered to have abandoned his/her position and resigned as an employee of the Board.

#### Item 5 -SICK LEAVE

During each contract year, each full-time employee shall be entitled to one (1) day sick leave for each month of employment. Regular part-time employees shall be entitled to 1/2 day sick leave for each month of employment. Sick leave will accrue at the end of each month of employment and shall not be used prior to the time it is earned and credited. There will be no limit to the number of days that may be accrued

(Florida Statutes). Accrued leave shall be paid for 100 percent (100%) of the days accumulated upon retirement or death according to School Board Policy.

Such leave may be taken only when the employee is unable to perform his/her duties because of personal illness or illness or death of father, mother, brother, sister, husband, wife, child, or other close relative.

For a regular part-time employee whose term of service is not less than one hundred eighty (180) days per year and who has been duly appointed by the Board as a regular part-time employee, sick leave shall accrue at the rate of one (1) part -time day per month. A part-time day is herein defined as that hourly portion of the day for which an individual is employed.

Any claim for sick leave shall be filed with the Superintendent employee's supervisor by not later than five (5) days after the person returned to duty. The claim shall be in writing and shall set forth the days absent and that such absence was allowable under this rule. This claim shall be duly signed by the employee or claimant certifying that the facts are correct and that the claim is valid and legal.

A false claim for sick leave shall be deemed cause for the employee's immediate suspension from duty and subsequent dismissal from employment. Where there is any doubt as to the validity of a sick leave claim, the Superintendent shall require the employee or claimant to file a written certificate of illness from a School Board approved physician or other supporting evidence where personal illness is not involved. Any sick leave in excess of five (5) consecutive days shall require written certificate of illness from a licensed physician or other supporting evidence.

Any non-instructional employee who has used all accrued sick leave credit but who is otherwise entitled to sick leave shall be granted sick leave without pay. The claim for such sick leave shall clearly state that the leave is without compensation. Leave without pay shall not be granted until all sick leave/annual days have been depleted.

Any non-instructional employee who terminates his/her employment and who is subsequently reemployed, shall be entitled to sick leave accumulated prior to termination.

Should an employee on vacation become sick or injured, his/her department shall charge such period of sickness or disability to sick leave instead of annual leave, unless the employee wishes to keep the leave as annual leave. In the event the employee would like to change the annual leave to sick leave, a report from the attending physician shall be furnished confirming such sickness or disability.

All ten month employees who work a minimum of twenty summer school schedule days at their regular hours per day will receive one additional sick leave day which may be accrued. Each non-instructional employee employed during the summer school shall be credited at the end of the first month of summer school with one additional sick leave day. In the event their duties are a function of another school district's summer school schedule, the employee shall be credited at the end of that district's summer school with one additional day.

All ten-month employees receive ten (10) sick leave days.

Employees who are approved for additional summer work shall be granted the use of sick leave which was accrued during the regular school year, if that employee is unable to perform his/her duties in the school or at the job site because of illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, other relative, or member of the employee's household.

School board employees are authorized to donate accrued sick leave to other school board employees, as well as to a spouse, child, parent, sibling, who is also a district school board employee in accordance with Florida Statute. The recipient may not use the donated sick leave until all of his/her sick leave has been depleted. Any employee who donates sick leave to another employee, other than a family member as specified in I.B., must retain a minimum number of eight (8) days. Any recipient of donated sick leave must provide medical documentation from the treating physician of the illness, accident, or injury for which the donated sick leave is requested, and a signed release from the recipient to publicly request sick leave days from other employees. The recipient requesting donated sick leave days must initiate this process by completing all required paperwork and documentation before public request of donated sick leave days can be sent out. The treating physician documentation must verify the medical need to be absent from work. Regular maternity leave does not qualify for donated sick leave. To qualify for this process, the recipient must have a medically verified need of a minimum of five (5) consecutive sick leave days. Any unused sick leave shall be returned to the donor. Donated sick leave days cannot be carried over into the next school year. The donated sick leave has no terminal pay value for the recipient. Compensatory time (comp time) cannot be used with the sick leave process. The days shall be donated on a day-for-day basis without regard to the classification, rate of pay, or length of workday of either employee. Requests for donations of any sick days must be received by the Personnel Department no later than the Tuesday before the next payroll is due on Thursday.

Personal Leave -Any member of the non-instructional staff may be granted six (6) days of personal leave for any reason, with compensation, provided that such leave shall be charged against accrued sick leave and will be counted in determining a year of service; provided further that the total accrued personal leave may not exceed six (6) days in any school year.

#### Item 6 -PERSONAL LEAVE WITHOUT PAY

Any member of the non-instructional staff who desires personal leave shall file a written application for such leave. The person shall not be entitled to compensation while on personal leave except as provided in this rule. Personal leave will be granted at the discretion of the Board, except maternity leave, which shall be mandatory upon application. Authority to approve such leave shall be vested in the Board.

#### Item 7 - EXTENDED HEALTH LEAVE

An employee who is unable to perform the normal function of his/her position because of personal illness or disability and who has exhausted all accumulated sick leave, will be granted extended health leave upon written request and approval of the Board. Such leave shall be granted up to two years with approval on a year to year basis. Such extended health leave shall be without pay and may be contingent upon medical evidence or disability. The Board agrees to comply with the provisions of the Family Medical Leave Act.

Item 8 -LEAVE FOR POLITICAL CAMPAIGNING

A member of the non-instructional staff who desires personal leave to seek election to office shall file an application for leave. The School Board will grant such personal leave without compensation for the duration of the political campaign.

#### Item 9 - PERSONAL LEAVE FOR OTHER REASONS

An employee desiring personal leave for any other reason shall file a written application setting forth the reasons for and the purpose of the leave. The Board or the Superintendent will consider the request on its own merits and in arriving at a decision will consider the best interests of the employee and the general welfare of the school system.

A. Attending Board Meetings - A member of the non-instructional staff attending a Board meeting, unless directed to do so by the Board or Superintendent, shall be required to take

personal leave, excluding the Association President.

Item 10 -MILITARY LEAVE

Military leave will be granted to an employee who is required to serve in the armed forces of the United States or of the State of Florida in fulfillment of obligations incurred under the Selective Service Laws or because of membership in the Reserves of the Armed Forces or the National Guard. When an employee enters voluntarily into any branch of the armed services for temporary duty, or an extended period of service, military leave will be granted at the discretion of the School Board and, except in unusual cases, will be denied to an employee if his/her absence will interfere with the orderly operation of the school program.

An employee granted military leave for extended active duty shall, upon the completion of the tour of duty, be returned to duty without prejudice, provided that an application for re-employment is filed within six (6) months following the date of discharge or release from active military duty. Following receipt of the application for re-employment, the School Board shall have a reasonable time, not to exceed six (6) months, to reassign the employee to duty in the school system. Compensation allowed during military leave shall be only as provided in Section 115.07(2), Florida Statutes.

#### **Item 11 -BEREAVEMENT LEAVE**

Bereavement leave of one three days shall be granted to any Baker County employee in the event of the death of father, mother, brother, sister, husband, wife, child. Also included will be the step-father, step-mother, step-brother, step-sister, step-child, grandparents, mother-in-law, father-in-law, son-in-law, and daughter-in-law. This will be in addition to individual accrued sick leave.

#### Such leave shall be available for use in two (2) occurrences in one school year.

This leave shall be granted upon request and may require the submission of a death certificate, or written documentation from the funeral director, or other documentation that enables the Superintendent or designee to make a determination that the leave is appropriate.

Bereavement leave is not accruable from year to year.

 Bereavement leave must be used within 14 calendar days, excluding holiday breaks, of the death.

Such leave is not transferable.

Such leave is not redeemable.

Such leave shall not disqualify one from the attendance incentive pay.

#### Item 12 -ILLNESS IN LINE OF DUTY LEAVE

A member of the non-instructional staff shall be entitled to a maximum of ten (10) days of illness-in-the-line-of-duty leave each school fiscal year when unable to perform his/her duties because of personal injury in the discharge of his/her duties or because of illness from a contagious or infectious disease contracted in his/her work. Such leave shall be non-cumulative from year to year and when approved by the School Board shall be used before charging any absence to regular accrued sick leave, provided that the following conditions are met:

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

#### Item 13 -JURY DUTY OR COURT LEAVE

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

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

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

Item 14 -PROFESSIONAL LEAVE

Professional leave with pay may be granted to a non-instructional employee for the purpose of attending conferences and meetings relating to his/her area of specialization and employment. A request for such leave shall be made in writing to the Superintendent and will be acted on by the Board at its next regular meeting.

Item 15 - ANNUAL LEAVE

Members of the non-instructional staff who are employed on a twelve-month contract shall accrue annual leave, exclusive of holidays with compensation, as follows:

- A. An employee with less than five (5) years of continuous service in the district, at the rate of one (1) day per month cumulative to twelve (12) workdays per year
- B. An employee with five (5) years or more of continuous service in the district, at the rate of one and one-quarter (1 1/4) days per month cumulative to fifteen (15) workdays per year
- C. An employee with ten (10) years or more of continuous service in the district, at the rate of one and one-half (1 1/2) days per month cumulative to eighteen (18) workdays per year
- D. An employee with fifteen (15) years or more of continuous service in the district, at the rate of two (2) days per month cumulative to twenty-four (24) workdays per year

Annual leave shall accrue at the close of each month and may not be accrued to exceed forty-five (45) workdays as of June 30, however, the employee shall be encouraged to use accrued annual leave on an annual basis. Annual leave days accrued in excess of 45 each year shall be considered "use or lose" days. Written notice indicating the number of "use or lose" days will be given to each employee with their first check in January and again in their first payroll check in April. Upon termination the employee will receive payment for accrued annual leave.

Annual leave may be granted by the Superintendent upon written application of the employee and with prior approval of the employee's administrative supervisor. Annual leave shall be so scheduled as to cause a minimum disruption to the school program.

Any person employed on a part-time basis who works in excess of one-half of the hours or days required for a full-time position but less than the total hours or days required for a full-time employee shall not be entitled to annual leave.

Annual leave shall not be granted until the employee has rendered at least three (3) months of acceptable service in the district. Annual leave may not be taken for less than one-quarter (1/4) day.

Unless the employee is on duty, the Christmas holiday period other than legal holidays running consecutively with annual leave shall constitute a part of the aforesaid allowable annual leave.

Accrued annual leave may be used in lieu of other types of leave with the approval of the Superintendent.

Choice of annual leave periods and days off shall normally be based on classification seniority within the work units.

#### Item 16 -TEMPORARY DUTY

A member of the non-instructional staff may be granted temporary duty, as provided in State Board of Education regulations, when officially assigned short term professional duties outside the School District. An employee granted temporary duty shall receive his/her regular pay and may be allowed expenses as provided by the law and these regulations. Temporary duty shall be considered equal to the regular duties of the employee and he shall not be classified or considered as being on leave.

A request for temporary duty should be submitted in advance and shall be endorsed by the employee's immediate administrative supervisor and approved by the Superintendent.

In any case in which the School Board is to bear any part of the expense incurred on an authorized trip by the employee, the expense account for such trip shall be approved by the Superintendent. A member of the non-instructional staff, at School Board expense, may attend state, regional, or national meetings in line with the work of the employee provided such trip is approved in advance by the Superintendent or the School Board.

#### Item 17 – TERMINAL SICK LEAVE PAY

Any employee of the Board shall be eligible for terminal sick leave pay at the time of normal retirement provided that normal retirement coincides with termination. Normal retirement shall mean retirement under any plan established by the legislature with either full or reduced benefits. Normal retirement shall not be interpreted to mean withdrawal of funds. Payment shall be made to the beneficiary of an employee if service is terminated by death.

Educational Support Employees terminal pay for accumulated sick leave shall be paid at the daily base rate of pay at the time of retirement. Payment shall be calculated according to the following:

- A. During the first three (3) years of service in the District, the daily rate of pay multiplied by thirty-five present (35%) times the number of days of accumulated sick leave.
- B. During the next three (3) years of service in the District, the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulate sick leave.
- C. During the next three (3) years of service in the District, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated sick leave.
- D. During the next three (3) years of service in the District, the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave.
- E. During and after the thirteenth (13th) year of service in the District, the daily rate of pay multiplied by one-hundred present (100%) times the number of days of accumulated sick leave.

## ARTICLE IX EMPLOYEE BENEFITS

#### Item 1 -HEALTH, LIFE, VISION AND DENTAL INSURANCE

All full-time employees (six hours or more a day) and full-time bus drivers will be covered by the School Board adopted health, dental, vision, and life insurance policies. Employees shall pay any difference in premium costs. Full-time employees will be reimbursed for eye care in an amount determined each year by the insurance committee. Such eye care amount shall not be less than \$75.00 per year.

The Board shall provide, without cost to the employees, group term life insurance in the amount of \$10,000 for each full-time employee per year. not to exceed \$32.00 per year per employee. Upon reaching 70 years in age, the policy will reduce by 50%, as mandated by the insurance carrier.

\*\*Medical premiums shall be stated in the Memorandum of Agreement.

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

#### Item 2 - PAID LEGAL HOLIDAYS

All twelve-month employees will receive the same number of paid holidays received by other employees not covered in this Agreement:

Independence Day Labor Day Thanksgiving Christmas – New Year's Spring Break Memorial Day

All other employees will receive six (6) paid holidays:

Labor Day Thanksgiving Christmas New Years Day M.L. King Day Memorial Day If the holiday falls on a Saturday, the immediate preceding Friday shall be a paid holiday. If the holiday falls on a Sunday, the following Monday shall be a paid holiday.

There may be additional paid holidays that the School Board may grant during the time of this Agreement.

In order to qualify for holiday pay, the employee must have worked the last workday preceding the holiday and the first workday following the holiday, unless the employee is on approved leave (e.g. TDA, paid sick leave or paid personal leave, illness in the line of duty, military leave, annual leave, jury duty, witness duty or limited professional leave).

#### <u>Item 3 - BADGES/SCHOOL ACTIVITIES PASS</u>

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

#### Item 4 - RETIREMENT

Any member of the non-instructional staff is required to be a member of the Florida Retirement System. The retirement benefit will be paid by the Baker County School System to the Florida Retirement System each month the employee receives a pay check.

#### Item 5 – ADDITIONAL RETIREMENT BENEFIT

For a period from July 1, 2018 2021 through June 30, 20212024, any employee who is eligible for normal retirement under any State of Florida retirement plan, who retires from his/her position during that year, which he/she first becomes eligible for normal retirement, shall be paid a retirement benefit. This benefit will not be paid to an employee if he/she continues his/her employment beyond the time he/she is eligible for \*normal retirement. Any employee who is eligible for retirement during that time may take advantage of this benefit.

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

To qualify for retirement incentive an employee must:

A. Have provided at least ten (10) years of continuous service to the district immediately prior to retirement.

- B. Complete the necessary procedure including retiring effective at the end of the school year that the employee first becomes eligible.
- C. Employees who have selected the FRS Investment Plan must show FRS documentation verifying retirement before receiving this additional retirement benefit.

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

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

#### **Item 6 - ATTENDANCE INCENTIVE**

School related employees who do not use sick or personal leave during any instructional quarter (9 weeks) shall receive an incentive of \$125 (before deductions) within thirty (30) working days of the end of the instructional quarter. To initiate the receipt of this incentive, school related employees who qualify must notify their building principals/supervisors in writing (e-mail), within ten (10) working days of the end of the instructional quarter. Approved Temporary Duty Leave, approved Line of Duty Leave (including when a bus driver is assigned a field trip), approved comp time, and approved Association Leave shall not affect a school-related employee's perfect attendance. Permanent part-time employees shall receive \$25 per instructional quarter for perfect attendance. Employees who earn annual leave are not eligible for this incentive.

## ARTICLE X GENERAL PROVISIONS

The Board agrees that there shall be no disciplinary actions, discrimination or coercion against any employee because of Association membership or non-membership, his or her participation in collective bargaining or institution of any grievance, complaint, or proceeding under this contract. The parties to this Agreement agree that there shall be no strike, walk-out, or work slowdown, directly or indirectly sponsored by the Association or its membership, and that there shall be no lockout of employees by the Board during the period of this Agreement.

#### ARTICLE XI SAVINGS CLAUSE

Should any part of this agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by a Court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet immediately and, if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this agreement shall remain in full force and effect.

Any delays in the signing of this agreement after ratification by the Association membership and approval by the Board shall not defer the implementation date as it affects the distribution of the benefits and provisions provided by this agreement.

## ARTICLE XII TERMS OF AGREEMENT

This Agreement shall be effective the 1st day of July 20182021, and shall remain in full force and effect until the 30th day of June, 20212024, subject to annual reopeners for Article IV, Article IX, plus four items for each side. This agreement shall be automatically renewed from year to year after termination unless either party shall notify the other, in writing, on or before June 30, 20212024 that it desires to modify this Agreement. None of the provisions of this agreement shall be open for renegotiation, except as expressly stated herein, until the expiration of the agreement

Agreement. None of the provisions of this agree stated herein, until the expiration of the agreement	ment snall be open for renegotiation, except as expressiont
IN WITNESS WHEREOF, the parties hereto had 20202021.	nave set their hands this day of
FOR THE ASSOCIATION:	FOR THE BOARD:
Julie Sandoval Amanda Nowlen President, BCESP	Leonard Dietzen, Chief Negotiator Baker County School District
Brittni Wegmann Chief Negotiator, BCESP	Sherrie Raulerson, Superintendent

## AGREEMENT BETWEEN THE BAKER COUNTY EDUCATION SUPPORT PROFESSIONALS AND THE BAKER COUNTY SCHOOL BOARD

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

## THE SCHOOL BOARD OF BAKER COUNTY GRIEVANCE FORM

NAME(S)							
SCHOOL:ASSIGNMENT:							
HOME-ADDRESS:HOME-PHONE:							
STEP	1, 2, 3 (please circle the appropriate step)						
DATE CAUSE OF GRIEVANCE OF	CCURRED:						
RELATES TO ARTICLE(S) AGREEMENT BETWEEN THE _ SCHOOL BOARD OF BAKER COL	PARAGRAPH(S)OF ASSOCIATION AND THE DISTRICT JNTY, FLORIDA.						
STATE OF GRIEVANCE (INCLUDI	E STATEMENT FOR EACH ARTICLE and STEP 1,2,3)						
4							
RELIEF SOUGHT (FOR EACH AR'	TICLE and STEP 1, 2, 3)						
	(SIGNATURE) (DATE)						
DEPOSITION OF ADMINISTRATOR	R (FOR EACH ARTICLE and STEP 1, 2, 3)						
	(SIGNATURE) (DATE)						
Copy to: Administrator, Association,	Grievant, Superintendent						

#### APPENDIX A

INFORMAL MEETING INFORMATION
Meeting Date:
Meeting Place:
Meeting Time:
Name:
Subject/Purpose of Meeting (information gathering/sharing)
I understand that I have the right to have a person of my choosing present during the course of the meeting described above. I have read and understand this form.
Signature of person receiving this form:
Date:
Signature of person delivering this form:
Date:

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

#### APPENDIX B

#### FORMAL MEETING INFORMATION

Meeting Date:	
Meeting Place:	
Meeting time:	
Name:	
Subject/Purpose of Meeting (information gathering/sharing)	
Lunderstand that I have the right to have a person of my cheering many at I. i	
I understand that I have the right to have a person of my choosing present during the course of the mee described above. I have read and understand this form.	ting
Signature of person receiving this form:	
Date:	
Signature of person delivering this form:	
Date:	

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

#### BAKER COUNTY SCHOOLS

2020 201	21 Insurance Healt	1		Ded. From	
	Monthly	Board Contrib.	Employee Pays	Ded. From Each Check	
	Cost	Contrib.	<del>r ayo</del>	East officer	
FL BLUEOPTIONS PPO 5774	\$ 794.60	\$ 535.02	\$ 259.58	\$ 129.79	
Single Coverage	A STATE OF THE STA		\$ 742.82	\$ 371.41	
Employee & Spouse	\$ 1,431.68	\$ 688.86	\$ 646.38	\$ 323.19	
Employee & Children	\$ 1,303.74	\$ 657.36 \$ 802.20	\$ 1,087.56	\$ 543.78	
Family Coverage	\$ 1,889.76	\$ 1,211,12	\$ 678.64	\$ 339.32	
E/E Family Coverage	\$ 1,889.76	\$ 963.90	\$ 467.78	\$ 233.89	
E/E Spouse Coverage	\$ 1,431.68	<del>\$ 500.50</del>	401.10		
FL BLUECARE HMO 62			\$ 185.08	\$ 92.54	
Single Coverage	\$ 720.10	\$ 535.02	100000000000000000000000000000000000000	*	
Employee & Spouse	\$ 1,297.42	\$ 688.86	\$ 608.56	\$ 304.28	
Employee & Children	\$ 1,181.48	\$ 657.36	\$ 524.12	\$ 262.06	
Family Coverage	\$ 1,712.52	\$ 802.20	\$ 910.32	\$ 455.16	
E/E Family Coverage	\$ 1,712.52	\$ 1,211.12	\$ 501.40	\$ 250.70	
E/E Spouse Coverage	\$ 1, <del>297.42</del>	\$ 963.90	\$ 333.52	\$ 166.76	
FL BLUEOPTIONS PPO 5301			440.00	\$ 74.45	
Single Coverage	\$ 683.92	\$ 535.02	\$ 148.90		
Employee & Spouse	\$ 1,232.24	\$ 688.86	\$ 543.38	\$ <del>271.69</del>	
Employee & Children	\$ 1,122.12	\$ 657.36	\$ 464.76	\$ 232.38	
Family Coverage	\$ 1,626.48	\$ 802.20	\$ 824.28	\$ 412.14	
E/E Family Coverage	\$ 1,626.48	\$ 1,211.12	\$ 415.36	\$ 207.68	
E/E Spouse Coverage	\$ <del>1,232.2</del> 4	\$ 963.90	\$ <u>268.34</u>	\$ 134.1 <del>7</del>	
FL BLUECARE HMO 128/29 (HSA)					
Single Coverage	\$ 548.40	\$ 535.02	\$ 13.38	\$ 6.69	
Employee & Spouse	\$ 988.00	\$ 688.86	\$ 299.14	\$ 149.57	
Employee & Children	\$ 899.76	\$ 657.36	\$ 242.40	\$ 121.20	
Family Coverage	\$ 1,304.16	\$ 802.20	\$ 501.96	\$ 250.98	
E/E Family Coverage	\$ 1,304.16	\$ 1,211.12	\$ 93.04	\$ 46.52	
E/E Spouse Coverage	\$ 988.00	\$ 963.90	\$ 24.10	\$ 12.05	
Baker Co. Self-Funded Program	\$ 37.62	\$ 12.70	\$ 24.92	\$ 12.46	
Dental-Single	\$ 73.58	\$ 12.70	\$ 60.88	\$ 30.44	
Dental-Family	3 73.30	3 2	00.00		
HIP - Colonial	\$ 55.55	\$ 50.55	\$ 5.00	\$2.50	
Employee	\$ 120.10	\$ 95.10	\$ 25.00	\$ 12.50	
Employee & Spouse	\$ 83.20	\$ 58.20	\$ 25.00	\$ 12.50	
Employee & Child(ren)	\$ 147.55	\$ 122.55	\$ 25.00	\$ 12.50	
Employee & Family SHORT-TERM DISABILITY - SunLife	\$ 9.80	\$	\$ 9.80	\$ 4.90	
	0.00	Y			
VISION SERVICE PLAN	\$ 8.58	¢	\$ 8.58	\$ 4.29	
Single Coverage	Y	\$	\$ 13.74	\$ 6.87	
Employee & Spouse	\$ 13.74 \$ 14.02	¢	\$ 14.02	\$ 7.01	
Employee & Children	3 14.UZ	Ψ	\$ 22.60	\$ 11.30	

Optional Life Insurance: \$10,000.00 to \$500,000.00 Coverage -Varies by Age

Ref: Premiums for 2020-2021

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

		Monthly Cost		Board Contrib.	Е	mployee Pays		ed. From ch Check
FL BLUEOPTIONS PPO 5774 Single Coverage	\$	818.44	\$	535.02	\$	283.42	\$	141.71
Employee & Spouse Employee & Children Family Coverage E/E Family Coverage E/E Spouse Coverage	\$ \$ \$ \$ \$	1,474.64 1,342.86 1,946.46 1,946.46 1,474.64	\$ \$ \$ \$ \$	688.86 657.36 802.20 1,211.12 963.90	\$ \$ \$ \$ \$	785.78 685.50 1,144.26 735.34 510.74	9 \$ \$ \$ \$ \$ \$	392.89 342.75 572.13 367.67 255.37
FL BLUECARE HMO 62								
Single Coverage	\$	741.72	\$	535.02	\$	206.70	\$	103.35
Employee & Spouse Employee & Children Family Coverage E/E Family Coverage E/E Spouse Coverage	\$ \$ \$ \$ \$	1,336.36 1,216.92 1,763.90 1,763.90 1,336.36	\$ \$ \$ \$	688.86 657.36 802.20 1,211.12 963.90	\$ \$ \$ \$ \$	647.50 559.56 961.70 552.78 372.46	\$ \$ \$ \$ \$	323.75 279.78 480.85 276.39 186.23
FL BLUEOPTIONS PPO 5301								
Single Coverage	\$	704.44	\$	535.02	\$	169.42	\$	84.71
Employee & Spouse Employee & Children Family Coverage E/E Family Coverage E/E Spouse Coverage	\$ \$ \$.\$	1,269.22 1,155.78 1,675.28 1,675.28 1,269.22	\$ \$ \$ \$ \$	688.86 657.36 802.20 1,211.12 963.90	\$ \$ \$ \$ \$	580.36 498.42 873.08 464.16 305.32	\$ \$ \$ \$ \$	290.18 249.21 436.54 232.08 152.66
FL BLUECARE HMO 128/29 (HSA)								
Single Coverage	\$	564.86	\$	535.02	\$	29.84	\$	14.92
Employee & Spouse Employee & Children Family Coverage E/E Family Coverage E/E Spouse Coverage	\$ \$ \$ \$ \$	1,017.64 926.76 1,343.28 1,343.28 1,017.64	\$ \$ \$ \$ \$	688.86 657.36 802.20 1,211.12 963.90	\$ \$ \$ \$ \$	328.78 269.40 541.08 132.16 53.74	\$ \$ \$ \$ \$	164.39 134.70 270.54 66.08 26.87
Baker Co. Self-Funded Program				000.00	Ψ	33.74	Ψ	20.07
Dental-Single Dental-Family	\$	35.70 78.18	\$ \$	12.70 12.70	\$	23.00 65.48	\$	11.50 32.74
HIP - Colonial Employee Employee & Spouse Employee & Child(ren) Employee & Family	\$P.\$P.\$P.\$P	55.55 120.10 83.20 147.55	\$ \$ \$ \$	50.55 95.10 58.20 122.55	\$ \$ \$ \$	5.00 25.00 25.00 25.00	\$ \$ \$ \$	2.50 12.50 12.50 12.50
SHORT-TERM DISABILITY - SunLife	\$	9.80	\$	-	\$	9.80	\$	4.90
VISION SERVICE PLAN						0.50	Ψ.	7.90
Single Coverage Employee & Spouse Employee & Children Family Coverage Optional Life Insurance: \$10,000.00 to \$500,000.00 co	\$ \$ \$ Coverage	8.58 13.74 14.02 22.60 Varies by Age	\$ \$ \$ \$	-	\$ \$ \$	8.58 13.74 14.02 22.60	\$ \$ \$	4.29 6.87 7.01 11.30
HI I I was seen								

H: Premiums for 2021-2022

# Memorandum of Understanding Between The Baker County School District And Baker County Education Support Professionals Recruiting and Sign On Bonuses 2020-2021-2021

This memorandum is written between the Baker County School District (BCSD) and the Baker County Education Support Professional (BCESP) for the 2020-2021-2021-2022 school year regarding the recruitment and retention of school bus drivers. Currently, the position of school bus driver is an area of critical shortage for the Baker County School District. Maintaining high performing professional bus drivers is imperative to ensuring the safety of students in Baker County.

#### Definitions:

A. Recruiting Employee – Any active bargaining unit member who recruits a candidate to work in the Baker County School District as a school bus driver.

B. Candidate for School Bus Driver – A person interested in serving as a school bus driver for the Baker County School District who has not yet fulfilled the requirements for becoming an entry level school bus driver.

C. Entry Level School Bus Driver – A school bus driver of the Baker County School District with less than twelve months of consecutive service.

#### Terms for Payment:

- A. Recruiting Bonus A lump sum payment of five hundred dollars (\$500) paid to the Recruiting Employee who successfully recruits a person for employment as a school bus driver with the Baker County School District Transportation Department after the Entry Level School Bus Driver employee fulfills the conditions established below for an entry level driver position. The recruiting employee must be actively employed with the Baker County School District at the time of eligibility for payment.
- B. Sign on Bonus A lump sum payment of five hundred (\$500) dollars paid to a Candidate for School Bus Driver, who successfully becomes an entry level school bus driver for the Baker County School District after fulfilling the conditions established below.

#### 2. Conditions for Entry Level School Bus Driver

A. Once all employment requirements have been met, the entry level school bus driver must fulfill the following requirements during the work year to maintain eligibility for payment of the recruiting and sign on bonuses:

Demonstrate proper conduct for a school board employee.

- 2. Maintain satisfactory work attendance. The entry level driver must be a full time employee for a minimum of 140 work days.
- Successfully fulfill duties as a full-time school bus driver for the Baker County School District and be renewed for the following school year.
- 4. Pass all administered drug and alcohol tests.

- 5. Receive an overall Satisfactory or Exceptional personnel evaluation from the Transportation Director.
- 3. Timeline: Conditions for Payment
  - A. Entry level School Bus Drivers must successfully fulfill at least 140 work days of employment as a school bus driver for the Baker County School District to receive payment of the sign on bonus. This period of service is measured from the date of hire. The entry level school bus driver will be disqualified from receiving the bonus if written disciplinary action is taken during this period.
  - B. After the entry level school bus driver has been employed for a minimum of 140 work days with the Baker County School District, payment of five hundred dollars (\$500) will be made to the active entry level school bus driver and to the active recruiting employee. If there is no active Recruiting Employee, the successful Entry Level School Bus Driver still receives the five hundred dollar (\$500) Sign on Bonus.

## MEMORANDUM OF AGREEMENT BETWEEN THE BAKER COUNTY DISTRICT SCHOOL BOARD AND THE BAKER COUNTY EDUCATION SUPPORT PROFESSIONALS

This Agreement dated this 13th day of November 2020 is between the Baker County School Board (BCSB) and the Baker County Education Support Professionals (BCESP) relating to all bargaining unit personnel and with respect to working conditions due to the COVID-19 outbreak of 2020.

This agreement will be in effect for the 2020-2021 School Year, and sunset June 30, 2021.

#### 1. COVID-19 LEAVE PROVISIONS:

The Baker County School District will follow the Family First Corona Response Act (FFCRA) -H.R.6201 The FFCRA is set to expire December 31, 2020. For more information on Employee Rights, go to:

https://www.bakerk12.org/cms/lib/FL02213740/Centricity/Domain/158/Employee%20Notice%20%20Paid%20Sick%20Leave%20and%20Expanded%20FMLA.pdf

In addition, the Baker County School District will post the leave information at all worksites and disseminate by email to all employees a copy of the FMLA COVID-19 leave provision.

#### When Above Leave Provisions are Exhausted

The Superintendent will continue to work with the County Department of Health to minimize the situations where employees have to be quarantined because they were exposed at work. Parties will evaluate scenarios on a case by case basis for employees who are non-positive and quarantined.

#### 2. ACCOMODATIONS AND QUARANTINE:

Department of Health Guidelines, in conjunction with the District will determine when individuals need to be quarantined and situations will be handled on a case by case basis.

- a. Once an individual is confirmed positive for COVID-19, the Health Department will be responsible for determining the length of any quarantine, conducting contact tracing, and notifying student's families of close contact with confirmed case. This information will be communicated to the employees being quarantined.
- b. When COVID-19 cases cause a worksite to temporarily close, the parties recognize that identified essential personnel may need to report to worksites during the closure. CDC guidelines will be followed if staff are required to report to a worksite which is being cleaned. In the event of a closure, the following will be applied:
  - 1. Employees may be temporarily reassigned to another work site in their current position if possible.
  - 2. Employees may use their approved leave time during the temporary closure.
  - 3. The district will continue to communicate with the BCESP President on any other unusual circumstances.

#### 3. EDUCATON SUPPORT PROFESSIONAL PROTECTION AND AUTHORITY:

When disciplinary action is being considered related to recorded evidence from the "Baker County Virtual Classroom" setting, recommended action will be based on the totality of the evidence.

# MEMORANDUM OF AGREEMENT BETWEEN THE BAKER COUNTY DISTRICT SCHOOL BOARD AND THE BAKER COUNTY EDUCATION SUPPORT PROFESSIONALS 2020-2021-2022

A \$250 Bonus Match will be paid for PreK paraprofessional employees who meet IDEA criteria up to 14 employees. This bonus will exist as long as the IDEA Grant is grant funded.

### MEMORANDUM OF UNDERSTANDING Covid19 Bonus/Relief Payment

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

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

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

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

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

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

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

The following language reflects the parties' agreement:

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

### MISCELLANEOUS NON-INSTRUCTIONAL SALARY SCHEDULES

### 2021-2022

### PART-TIME, TEMPORARY, EXTRA-DUTY

Skilled laborers working on a specific	
maintenance project for a limited time	. \$13.75 per hour
Part-time clerical/typing	. \$10.00 per hour
Adults working on school board projects	
for a limited time	\$ 10.00 per hour
Students working part-time summers or other	
temporary positions (high school or college)	. Minimum Wage
For work performed beyond the normal	. \$10.00 per hour
contractual period in official non-instructional	
capacity. This would include writing projects,	
curriculum, attending or conducting workshops	
beyond the regular contractual period.	
Extended Day Enrichment Program/S.T.A.R.S. Program	
Supervisor (182 days)	. \$15.90 per hour
Assistant (181 days)	\$11.90 per hour

Baker County School Board School Secretary-Bookkeeper Data Processors & VPK/Pre-/K Coordinator School Secretary/Clerical Assistant to Teachers Salary Schedule FYE June 30, 2022

7 1/2 Hours, 216 Days - 1620 Hours (including holidays) 7 1/2 Hours, 240 Days - 1800 Hours (including holidays) 7 1/2 Hours, 261 Days - 1957.5 Hours (including holidays)

5 Hours, 261 Days - 1305 Hours (including holidays)

# School Secretary-Bookkeeper Data Processors & VPK/Pre-K Coordinator

5hr 261 Days Per Year Salary	10 454 70	13,101,12	19,509.77	19,090.71	20,073.10	20,544.7.1	20,321.37	20,885,42	21.073.86	21.243.47	21 544 98	24,677.96
5hr 261 Days Per Hour	17.68	14.00	4.30	15.09	75.50	15.51	15.89	16.00	16.15	16.28	16.57	18.91
261 Days Per Year Salary	28 727 58	29 287 65	20,504.03	30 112 88	30,367.06	30.794.06	31,101.99	31,328.13	31,610.80	31,865.20	32,317,47	37,016.94
261 Days Per Hour	14.68	14.95	15.09	15.38	15.51	15.73	15.89	16.00	16.15	16.28	16.51	18.91
240 Days Per Year Salary	26,446,55	26.940 41	27.200.33	27.720.18	27,954.11	28,344.00	28,629.92	28,837.86	29,097.78	29,331.72	29,747.59	34,000.84
240 Days Per Hour	14.69	14.97	15.11	15.40	15.53	15.75	15.91	16.02	16.17	16.30	16.53	18.89
216 Days Per Year Salary	23,839.66	24,284.13	24,518.06	24,985.93	25,196.47	25,547.36	25,804.69	25,991.84	26,225.77	26,436.31	26,810.60	30,672.16
216 Days Per Hour	14.72	14.99	15.13	15.42	15.55	15.77	15.93	16.04	16.19	16.32	16.55	18.93
Years Experience	0	<del></del>	2	ന	4	ιΩ	ထ	<b>,</b>	σο e	339 <u>(</u>	20	<del>-</del>

### School Secretary/Clerical Assistant to Teachers

14.21 23	14.08 22	13.82		216 Days 216 Days	# <u> </u>
14.51 23,503.61 14.65 23,737,54 14.85 24,065.05 15.00 24,298.98			28.22 1.08 1.57 1.65 1.65 1.65 1.65	3.82 4.08 4.21 4.51 5.00 6.00	24,696.66 24,953.99
				1.08 1.21 1.51 1.65 1.00	24,486.13
			3.82 1.08 1.51 1.65 1.85	3.82 1.08 1.51 1.65 1.85	24,298.98
			3.82 1.08 1.51 1.51	1.08 1.21 1.51 1.55	24,065.05
			2.82 1.08 1.51	1.82 1.08 1.21 1.51	23,737.54
			3.82 1.08 1.21	3.82 1.08 1.21	23,503.61

Baker County School Board Instructional Assistants Salary Schedule FYE June 30, 2022

Aide 186 - 5 hours, 186 days, 930 hours
Aide 187 - 7.5 hours, 187 days, 1402.5 hours; 4 hours, 187 days, 748 hours
Aide 206 - 7.5 hours, 206 days, 1545 hours
Aide 216 - 7.5 hours, 216 days, 1620 hours
Aide 240 - 7.5 hours, 240 days, 1800 hours

;	Aide 187		Aide 206		Aide 216		5 Hr/Day Aide 186	5 Hr/Day	Aide 197		Aide 240	
Years	Per Tog	Aide 187	70er	Aide 206	Per	Aide 216	Per :	Aide 186	Per	Aide 197	Per	Aide 240
	2	S S S S S S S S S S S S S S S S S S S	500	Salary	inou.	Salary	Hour	Salary	Hour	Salary	Hour	Salary
0	13.78	19,325.35	13.75	21,250.52	13.74	22.263.77	13.78	12,814.67	13.77	20.342.75	13.74	37 737 6
Ψ-	14.05	19,710.15	14,03	21,674.42	14.02	22.708.24	14.05	13.069.83	14.04	20,212,0	12.1	25,727.5 25,234.9
81	14.20	19,912.67	14.17	21,897.52	14.16	22,942,17	14.20	13,204,13	14.19	20,740,12	14.16	25,401.2
ო	14.50	20,337.97	14.48	22,366.03	14.47	23,433.43	14.50	13,486,14	14.49	21,409.52	14.47	26.037.1
4	14.65	20,540.50	14.62	22,589.13	14.61	23,667.36	14.65	13,620,44	14.63	21,622.88	14.61	26 297 0
ល	14.86	20,844.29	14.84	22,923.79	14.83	24,018.26	14.86	13.821.88	14.85	21 942 91	14.83	26.686.0
ဖ	15.01	21,046.81	14.98	23,146.89	14.97	24,252.19	15.01	13.956.17	15.00	22,156,27	14.97	26.946.8
7	15.14	21,229.08	15.11	23,347.68	15.10	24,462.73	15.14	14,077.04	15.13	22.348.29	15.10	27.180.8
ထ	15,25	21,391.10	15.23	23,526.16	15.22	24,649.88	15.25	14.184.47	15.24	22.518.97	15.22	27.388.7
ന	15.43	21,634.13	15.40	23,793.88	15.39	24,930.60	15.43	14,345.63	15.41	22,774.99	15.39	27.700.6
5	15.69	21,998.68	15.66	24,195.47	15.65	25,351.67	15.69	14,587.36	15.67	23,159.03	15.65	28,168.5
***	18.14	25,439.77	18.09	27,952.02	18.07	29,274.25	18.14	16,869.15	18.13	26,784,15	18.07	32,526.9

\*\*A \$250 EOY Matching Bonus will be paid to ESE Pre-K Classroom Paraprofessionals, pending grant award and availability of funding.
\*\*A \$500 supplement will be paid to ESE K - 12 Classroom Paraprofessionals from the IDEA grant, pending grant award and availability of funding.
A \$750 annual supplement will be paid to Full time Classroom Paraprofessionals assigned to an alternative school setting.

<sup>\*\*</sup> IDEA bonus/supplement amounts may vary in the future based upon the IDEA grant award amount and funding availability.

Baker County School Board Instructional Assistants - Part-Time Salary Schedule FYE June 30, 2022

Aide 187 - 4 hours, 748 hours

Aide 187 4 Hr/Day	10,306.85	10,512.08	10,512.08	10,620.09	10,620.09	10,846.92	10,846.92 -	10,954.93	10,954.93	11,116.95	11,116.95	11,224.97	11,224.97	11,322.18	11,322.18	11,408.59	11,408.59	11,538.20	11,538.20	11,732.63	11,732.63	13,567.88	13,567.88
Per Hour	13.78	14.05	14.05	14.20	14.20	14.50	14.50	14.65	14.65	14.86	14.86	15.01	15.01	15.14	15.14	15.25	15,25	15.43	15.43	15.69	15.69	18.14	18.14
Part Time Years Experience	0 +	۰ ۵	ო	4	ιΩ	Ø	7	00	O	<b>1</b> 0	#	12	13	4	. 25	16	17	ő	19	20	24	23	23
Full Time Years Experience	00	-	-	7	01	က	ო	4	4	വ	ഹ	Φ	ဖ	7	7	00	∞	<b>රා</b>	ග	9	9	<del>-</del> -	£-,

Baker County School Board Prekindergarten Child Development Associates Salary Schedule

7.5 Hours - 197 days - 1477.5 hours 7.5 Hours - 240 days - 1800 hours FYE June 30, 2022

CDA 240 Salary	30,907.76	31.427.61	31,999,44	32,519,29	33,091.13	33.610.98	34.156.82	34,702,66	35,248.50	35,794,34	36.340.19	41,341.35
Per Hour	17.17	17.46	17.78	18.07	18,38	18.67	18.98	19.28	19.58	19.89	20.19	22.97
CDA 197 Salary	25,437.78	25,864.49	26,333.87	26,760.58	27,229.96	27,656.67	28,104.71	28,552.76	29,000.80	29,448.85	29,896.89	34,062.28
Per '	17.22	17.51	17.82	18.11	18.43	18.72	19.02	19.33	19.63	19.93	20.23	23.05
Years Experience	0	*-	N	ო	4	ιΩ	ဖ	7	က	တ	10	77

# EXPERIENCE MUST BE IN FIELD AND VERIFIED BY EMPLOYER.

\*\*4 \$250 EOY Matching Bonus will be paid to ESE Pre-K Classroom Paraprofessionals, pending grant award and availability of funding.

<sup>\*\*</sup> IDEA bonus/supplement amounts may vary in the future based upon the IDEA grant award amount and funding availability.

Baker County School Board
Heating Cooling, Electrical Maintenance
Heating Cooling, Electrical (Journeyman)
Safety Inspector
Salary Schedule
FYE June 30, 2022
(12 Months, 8 hours, 261 days = 2088 hours)

35,732.28 37,360.45 37,601.66 38,385.59 38,687.10 38,114.23 38,988.62 36,425.76 36,727.27 Per Year Salary Heating, Cooling, Electrical Maintenance 18.53 18.25 18.38 18.01 18.67 된 Experience Years

After two (2) years on this scale a person employed by the Baker County School System may, with the approval of the immediate supervisor, move to the Journeyman salary schedule below. Heating, Cooling, Electrical (Journeyman) Safety Inspector

39,229.83 39,802.70 45,170.15

18.79 19.06

42,043,43 42,347.87 42,774.09 43,352.53 44,539.84 40,429.90 41,099.67 41,343,22 43,687.41 50,250.47 43,108.97 43,961.41 Per Year Salary 19.80 20.14 20.49 20.65 20.76 20.92 21.05 21.33 24.07 20.28 Hour Per Experience

Employee must have a Journeyman's License from a recognized labor union covering these fields or receive immediate supervisor's recommendation after two (2) years successful service within the Baker County School System.

Baker County School Board

Maintenance Department (Journeyman), Transportation Mechanic (Journeyman) Maintenance I, Mechanic II, Warehouse/Inventory Clerk

Salary Schedule

FYE June 30, 2022

(12 Months, 8 hours, 261 days = 2088 hours)

(11 Months, 7.5 Hours, 240 days = 1800 hours)

Maintenance Department (Journeyman), Transportation Mechanic (Journeyman)

- the many (commodulation) it an about anoth medianic (contineyman)	240 - Days	Per Year	Salary	32.922.33	33.447.23	33.709.68	34,260,82	34.523.27	34.943.18	35.179.39	35.441.83	35.678.04	35.914.24	36.412.89	77.406.60
arregularly, Italiapor	261 - Days	Per Year	Salary	38,189.91	38,798.79	39,103.23	39,742.55	40,046.99	40,534.09	40,808.09	41,112.53	41,386.52	41,660,52	42,238.96	47.683.63
and a second		Per	Hour	18,29	18.58	18.73	19.03	19.18	19.41	19.54	19.69	19.82	19.95	20.23	22.82
		Years	Experience	0	τ	7	ო	4	5	9	7	∞	တ	10	<del>-</del>

Employee must have a Journeyman's License from a recognized labor union covering these fields or receive immediate supervisor's 41,106.58 47,683.63

recommendation after two (2) years successful service within the Baker County School System.

Bus Mechanic Journeyman – Employee must have worked three (3) years prior with a reputable firm employing more than (1) full-time mechanic.

This must be verified by employer.

A \$500 supplement will be paid to the Bus Mechanic Trainer. A \$500 supplement will be paid to the Certified Bus Inspector.

## Maintenance I, Mechanic II, Warehouse/Inventory Clerk

	240 - Days	Per Year	Salary	26,229.02	26,748.87	27,008.79	27,580.63	27,814.56	28,204.44	28,438.38	28,698.30	28,932.23	29,192,16	29.660.02	33,817.45
mannenaire i, medialic ii, walendseliiventory Clerk	261 - Days	Per Year	Salary	30,425.66	31,028.68	31,330.20	31,993.53	32,264.89	32,717.16	32,988.52	33,290.03	33,561.39	33,862.90	34,405.63	39,228.24
recuration, we wan		Pe	Hour	14.57	14.86	15.00	15.32	15.45	15.67	15.80	15.94	16.07	16.22	16.48	18.79
menicologice is n	•	Years	Experience	0		61	ო	<b>ব</b>	ιO	ຜ	7	œ	თ	10	<del>,</del>

Baker County School Board Apprenticeship Salary Schedule FYE June 30, 2022 (12 Months, 8 hours, 261 days = 2088 hours) (11 Months, 8 hours, 240 days = 1920)

### Apprenticeship

240 day Per Year Salary	21,409.38	21,880.71	22,213,42	22,657.02	23,100.63	23,599.68	24,043.29	24,930.49	25,845.43	26,760.36	27,675.30	31,981.37
240 day Per Hour	11.15	11.40	11.57	11.80	12.03	12.29	12.52	12.98	13.46	13.94	14,41	16.66
261 day Per Year Salary	23,249.66	23,762.23	24,124.05	24,606.47	25,088.89	25,631.61	26,114.03	27,078.87	28,073.86	29,068.85	30,063.84	34,820.77
261 day Per Hour	11.13	11.38	11.55	11.78	12.02	12.28	12.51	12.97	13.45	13.92	14.40	16.68
Years Experience	0	_	7	ო	4	ιΩ	Q	7	00	6	10	<del></del>

After two (2) years on the Apprenticeship Salary Schedule a person employed by the Baker County School System may, with the approval of the immediate supervisor, move to the Maintenance I salary schedule.

EXPERIENCE MUST BE IN FIELD AND VERIFIED BY EMPLOYER.

Baker County School Board
School Bus Driver
Salary Schedule
FYE June 30, 2022
(186 Days @ 5.5 hours = 1023 hours, 186 Days @ 8 hours = 1488 hours)
(including 6 Holidays)

8 Hr Day Per Year Salary	21.734.25	22,292,92	22,572,25	23,238,35	23,603,63	24.119.32	24 420 14	24,720.96	25 086 24	25.365.57	25,000,01	30,328.55
Per Hour	14.61	14.98	15,17	15.62	15.86	16.21	16.41	16.61	16.86	17.05	17.47	20.38
Years Experience	0	~	Ø	က	4	ю	မ	7	<b>φ</b>	Ø	10	£
5.5 Hr Day Per Year Salary	15,060.31	15,444.39	15,636.43	16,094.37	16,345.50	16,700.04	16,906.85	17,113.67	17,364.80	17,556.84	17,985.24	21,074.01
Per Hour	14.72	15.10	15.28	15.73	15.98	16.32	16.53	16.73	16.97	17.16	17.58	20.60
Years Experience	0	₹~	0	ო	4	ស	ဖ	7	യ	ආ	5	<del>-</del>

### SUBSTITUTE BUS DRIVERS:

Daily Rate - A minimum salary on 0 years experience above.

Substitute Driver by a Bus Aide to Duval County paid on 1 years experience above.

Trips: \$24.00 per trip or the hourly rate of 1 years experience or current step whichever is less.

Trainer of New Bus Drivers - employee's current hourly rate.

Baker County School Board
Bus Aide
Salary Schedule
(186 Days, 5.5 hours = 1023 hour)
(186 Days, 8 hours = 1488 hour)
(Including 6 Holidays)
FYE June 30, 2022

<b>5.5 Hr Day</b> Per Year Salary	11,497.45	11,674.72	11,851.99	12,029.25	12,236.07	12,428.11	12,620.15	12,841.73	13,048.55	13,255.36	13,462.17	15,080.19
Per Hour	11.24	11.41	11.59	11.76	11.96	12.15	12.34	12.55	12.76	12.96	13.16	14,74
8 Hr Day Per Year Salary	16,551.91	16,809.76	17,067.60	17,325.45	17,626.27	17,905.60	18,184.93	18,507.24	18,808.06	19,108.88	19,409.70	21,610.28
Per Hour	11.12	11.30	11.47	11.64	11.85	12.03	12.22	12.44	12,64	12.84	13.04	14.52
Years Experience		٧	7	က	4	ю	မွ	7	<b>0</b> 0	ග	10	7

Baker County School Board
Landscape Technician (261 Days)
Custodian (261) & (197)
Salary Schedule
FYE June 30, 2022
(12 Months, 8 hours, 261 days = 2088 hours)
(11 Months, 8 hours, 240 days = 1920 hours)
(10 Months, 8 hours, 197 days = 1576 hours)
(12 Months, 5.5 Hours, 261 days = 1435.5 hours)

13.79         28,797.49         13.80         26,504.59         13.85         21,828.64         19,798.28           14.05         29,340.21         14.06         27,003.65         14.11         22,238.28         20,171.40           14.20         29,641.73         14.21         27,280.90         14.25         22,466.86         20,171.40           14.53         30,335.21         14.54         27,918.58         14.59         22,389.29         20,855.45           14.64         30,576.42         14.66         28,611.71         14.95         23,171.36         21,021.29           14.89         31,088.99         14.90         28,611.71         14.95         23,568.23         21,373.68           15.00         31,330.20         15.02         28,833.51         15.06         23,740.29         21,539.51           15.13         31,601.56         15.15         29,083.04         15.19         23,945.12         21,974.82           15.31         31,963.37         16.32         29,415.75         15.39         24,400.27         22,140.65           15.68         32,747.31         15.70         30,136.60         15.74         24,809.91         22,513.77           17.93         37,432.60         17.94	Years Experience	Per Hour	261 - days Salary	Per Hour	240 - days Salary	Per Hour	197 - days Salary	5.5 Hrs/Day 261 - Days Salary
29,340.21     14.06     27,003.65     14.11     22,238.28       29,641.73     14.21     27,280.90     14.25     22,465.86       30,335.21     14.54     27,918.68     14.59     22,989.29       30,576.42     14.66     28,140.38     14.70     23,171.35       31,088.99     14.90     28,611.71     14.95     23,558.23       31,330.20     15.02     28,833.51     15.06     23,740.29       31,601.56     15.15     29,083.04     15.19     23,945.12       31,963.37     16.44     29,637.55     15.48     24,400.27       32,747.31     15.70     30,136.60     15.74     24,809.91       37,432.60     17.94     34,444.92     17.99     28,350.69		13.79	28,797.49	13.80	26,504.59	13.85	21.828.64	19.798.28
29,641.73       14.21       27,280.90       14.25       22,465.86         30,335.21       14.54       27,918.58       14.59       22,989.29         30,576.42       14.66       28,140.38       14.70       23,171.35         31,088.99       14.90       28,611.71       14.95       23,558.23         31,330.20       15.02       28,833.51       15.06       23,740.29         31,601.56       15.15       29,083.04       15.19       23,945.12         31,963.37       16.32       29,415.75       15.37       24,218.21         32,204.58       15.70       30,136.60       15.74       24,809.91         37,432.60       17.94       34,444.92       17.99       28,350.69		14,05	29,340.21	14.06	27,003.65	14.11	22,238,28	20,171.40
30,335.21         14.54         27,918.68         14.59         22,989.29           30,576.42         14.66         28,140.38         14.70         23,171.35           31,088.99         14.90         28,611.71         14.95         23,558.23           31,330.20         15.02         28,833.51         15.06         23,740.29           31,601.56         15.15         29,083.04         15.19         23,945.12           31,963.37         16.32         29,415.75         15.37         24,218.21           32,204.58         15.44         29,637.55         15.48         24,400.27           32,747.31         15.70         30,136.60         15.74         24,809.91           37,432.60         17.94         34,444.92         17.99         28,350.69		14.20	29,641.73	14.21	27,280.90	14.25	22,465.86	20,378,69
30,576.42         14.66         28,140.38         14.70         23,171.35           31,088.99         14.90         28,611.71         14.95         23,558.23           31,330.20         15.02         28,833.51         15.06         23,740.29           31,601.66         15.15         29,083.04         15.19         23,945.12           31,963.37         16.32         29,415.75         15.37         24,218.21           32,204.58         16.44         29,637.55         15.48         24,400.27           32,747.31         15.70         30,136.60         15.74         24,809.91           37,432.60         17.94         34,444.92         17.99         28,350.69		14.53	30,335.21	14.54	27,918.58	14.59	22,989.29	20.855.45
31,088.99     14.90     28,611.71     14.95     23,558.23       31,330.20     15.02     28,833.51     15.06     23,740.29       31,801.56     15.15     29,083.04     15.19     23,945.12       31,963.37     16.32     29,415.75     15.37     24,218.21       32,204.58     16.44     29,637.55     15.48     24,400.27       32,747.31     15.70     30,136.60     15.74     24,809.91       37,432.60     17.94     34,444.92     17.99     28,350.69		14.64	30,576.42	14.66	28,140.38	14.70	23.171.35	21.021.29
31,330.20 15.02 28,833.51 15.06 23,740.29 31,601.56 15.15 29,083.04 15.19 23,945.12 31,963.37 15.32 29,415.75 15.37 24,218.21 32,204.58 15.44 29,637.55 15.48 24,400.27 32,747.31 15.70 30,136.60 15.74 24,809.91 37,432.60 17.94 34,444.92 17.99 28,350.69		14.89	31,088.99	14.90	28,611.71	14.95	23,558.23	21.373.68
31,601.56     15.15     29,083.04     15.19     23,945.12       31,963.37     16.32     29,415.75     15.37     24,218.21       32,204.58     16.44     29,637.55     15.48     24,400.27       32,747.31     15.70     30,136.60     15.74     24,809.91       37,432.60     17.94     34,444.92     17.99     28,350.69		15.00	31,330.20	15.02	28,833.51	15.06	23.740.29	21.539.51
31,963.37 15.32 29,415.75 15.37 24,218.21 32,204.58 15.44 29,637.55 15.48 24,400.27 32,747.31 15.70 30,136.60 15.74 24,809.91 37,432.60 17.94 34,444,92 17.99 28,350.69		15.13	31,601.56	15.15	29,083.04	15.19	23,945.12	21.726.07
32,204.58 15.44 29,637.55 15.48 24,400.27 32,747.31 15.70 30,136.60 15.74 24,809.91 37,432.60 17.94 34,444.92 17,99 28,350.69		15.31	31,963.37	15.32	29,415.75	15.37	24.218.21	21.974.82
32,747.31 15.70 30,136,60 15.74 24,809,91 37,432.60 17.94 34,444,92 17.99 28,350,69		15.42	32,204.58	15.44	29,637.55	15,48	24,400.27	22,140,65
37,432.60 17.94 34,444.92 17.99 28,350.69		15.68	32,747.31	15.70	30,136.60	15.74	24,809,91	22,513,77
		17.93	37,432.60	17.94	34,444.92	17.99	28,350.69	25,734.91

# EXPERIENCE MUST BE IN FIELD AND VERIFIED BY EMPLOYER,

Substitute Custodian - \$10.00 per hour.

Custodian Coordinator (Elementary Schools) - \$600.00 supplement Custodian Coordinator (Middle School) - \$750.00 supplement Custodian Coordinator (High School) - \$1,000.00 supplement Floor Team Coordinator (All Schools) - \$1,000.00 supplement

Baker County School Board
Part-time Custodian
Salary Schedule
FYE June 30, 2022
(12 Months, 4 Hours, 261 days=1044 hours)

•																							
Per Year Salary	14,398.75	14,670.11	14,670.11	14,820.86	14,820.86	15,167.60	15,167.60	15,288.21	15,288.21	15,544.49	15,544.49	15,665.10	15,665.10	15,800.78	15,800.78	15,981.69	15,981.69	16,102.29	16,102.29	16,373.65	16,373.65	18,716.30	18,716.30
Per Hour	13.79	14.05	14.05	14.20	14.20	14.53	14.53	14.64	14.64	14.89	14.89	15.00	15.00	15.13	15.13	15.31	15.31	15.42	15.42	15.68	15.68	17.93	17.93
Part Time Years Experience	0 +	- 01	<sub>.</sub>	4	ſΟ	9	7	00	6	10	£	12	13	4.	15	6	17	8	<del>6</del>	20	24	23	23
Full Time Years Experience	00	· <del>-</del>	-	2	7	ო	ო	4	4	ഗ	ເດ	ဖ	မ	7	7	œ	<b>60</b>	6	တ	10	10	<u>, , , , , , , , , , , , , , , , , , , </u>	7

Part-time earns 1/2 year experience for each year worked.

Baker County School Board Nutrition Service Assistants - 7 hours per day - 191 days - 1337 hours Salary Schedule FYE June 30, 2022

Per Year Salary	18,247.38	18,440.45	18,633.52	19,502.31	19,676.07	19,765.28	19,849.83	20,004.29	20,093.49	20,197,35	20,351.80	23,218.85
Per Hour	13.65	13.79	13.94	14.59	14.72	14.78	14.85	14.96	15.03	15.11	15.22	17.37
Years Experience	0	τ-	2	ო	4	လ	9	7	80	თ	1	77

Nutrition Service Substitutes - \$10.00 per hour

Baker County School Board
Nutrition Service Assistants - 3HR and 4HR per day
Salary Schedule
FYE June 30, 2022
(3 Hours, 186 Days - 558 Hours; 4 Hours, 186 Days, 744 hours)

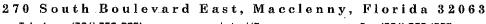
Years				Fuil Time	Full Time Part Time	•	
) ) -	Years	Per	Per Year	Years	Years	Per	Per Year
Experience	Experience	Hour	Salary	Experience	Experience	Hour	Salary
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4	ထ	14.72	8,211.85	4	00	14.72	10.949 14
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ω i	9	14.78	8,249.08	ഗ	10	14.78	10.998.78
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۰ ۵	12	14.85	8,284.37	ဖ	12	14.85	11,045,83
φi	<u>tī</u>	14.85	8,284.37	ယ	13	14.85	11,045.83
7	4	14,96	8,348.83	7	4	14.96	11,131.78
<u>,</u>	ភ	14.96	8,348.83	7	15	14.96	11,131.78
<b>20</b> 1	<del>0</del>	15.03	8,386.07	80	16	15.03	11.181.42
<b>0</b> 0 1	17	15.03	8,386.07	æ	17	15.03	11,181,42
<b>o</b>	<i>χ</i> .	15.11	8,429.41	<b>o</b>	18	15.11	11,239,21
<b>o</b>	19	15.11	8,429.41	σ	19	15.11	11,239,21
9	70	15.22	8,493.87	10	20	15.22	11,325,16
6	7	15.22	8,493.87	10	2	15.22	11,325,16
<del>-</del>	22	17.37	9,690.44	Ţ	8	17.37	12.920.59
+	73	17.37	9,690,44	77	23	17.37	12,920.59

Part-time earns 1/2 year experience for each year worked.



### Baker County Public Schools





Telephone: (904) 259-6251

www.bakerkl2.org

Fax: (904) 259-1387



November 5, 2021

Sherrie Raulerson, Superintendent **Baker County School District** 270 South Boulevard East Macclenny, FL 32063

Dear Superintendent Raulerson:

The instructional staff has voted on the two calendar options for the 2022-2023 school year and has selected Option 1. I am requesting School Board approval for the 2022-2023 Option 1 School Calendar. Please see the attached calendar for your consideration.

Thank you for your assistance in this matter.

Sincerely,

Robin Moblev

**Associate Superintendent of Human Resources** 

### 2022-2023 CALENDAR (Option 1)

July	September	December	February	Aprill
25	26	28	30	3
26	27	29	31	4
27	28	30	1	5
28	29	1	2	6
29	30	2	3	7 Early Dismissal
Awgwet	Octoben	December	E e b r u a r y	Ayprelil
1	3	5	6	10 Spring Break
2 Teachers Begin	4	6	7	11 Spring Break
3	5	7	8 Early Dismissal	12 Spring Break
4	6	8	9	13 Spring Break
5	7	9	10 Progress Reports	14 Spring Break
Alugiust	October.	Dieseemben	February	Asprall
8	10	12	13	17
9	11	13	14	18
10 Students Begin	12 End of 1st 9-Weeks	14	15	19
11	13	15	16	20
12	14	16	17	21 Progress Reports
August	Oetto beri	December	Felbricary	Aprili
15	17 Planning Day	19	20 Presidents' Day/Hurricane	24
16	18	20 End of 2 <sup>nd</sup> 9-Weeks	21	25
17	19	21 Christmas	22	26
18	20	22 Christmas	23	27
19	21 Report Cards	23 Christmas	24	28
August	9/6/to/beir	Diekcerin beit	Maireh	May
22	24	26 Christmas Observed	27	1
23	25	27 Christmas	28	2
24	26	28 Christmas	1	3
25	27	29 Christmas	2	4
26	28	30 Christmas	3	5
September	November	Vanuary	Markeli	May
29	31 Early Dismissal	2 New Year's Observed	6	8
30	1	3 Christmas	7	9
31	2	4 Planning Day	8	10
1	3	5 Students Return	· · · · · · · · · · · · · · · · · · ·	11
		<del></del>	9	
2 Sierpiteim/bieri	4 Noviembers	l 6 Van warey	10 Marchi	12 Maly
5 Labor Day	7		13	15
6	8	9 10	14	16
			15 End of 3rd 9-Weeks	· <del> </del>
7	9 40 Brogross Bonorto	11		17
8 Description Description	10 Progress Reports	12	16	18
9 Progress Reports	11 Veterans Day	13 Report Cards	17 Planning Day	19 Graduation
Step tem ber	November	Uamulary	Mainch 20	May
12	14	16 Martin L. King	20	22
	15	17	21	23
14 Early Dismissal	16	18	22	24
15	17	19	23	25 Last Day of School
16	18	20	24 Report Cards	26 In-Service Day
September	November	Uanu ariy	March	<u>June</u>
19	21 Thanksgiving/Hurricane	23	27	29 Memorial Day
20	22 Thanksgiving	24	28	30 Planning Day
21	23 Thanksgiving	25	29	31
22	24 Thanksgiving Day	26	30	1
23	25 Thanksgiving	27	31	2

### Baker School District Transportation Department

544 Baker Bus Drive Macclenny, Florida 32063

Phone (904) 259-2444

Fax (904) 259-9173

November 4, 2021

Ms. Sherrie Raulerson

Superintendent

**Baker County School District** 

270 South Boulevard East

Macclenny, Florida 32063

Dear Superintendent Raulerson,

I am seeking approval for the Agreement for Services between Baker Rural Health and Baker County School Board. Thank you for your consideration in the matter.

Sincerely,

Pamela Taylor

**Director of Transportation** 

### AGREEMENT FOR SERVICES AT BAKER RURAL HEALTH CLINIC

This Agreement entered into as of August 1<sup>st</sup>, 2021, by and between the School Board of Baker County, Florida (hereinafter referred to as "School Board") and Baker County Medical Services d/b/a Baker Rural Health Clinic (hereinafter referred to as the "Baker Rural Health Clinic").

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

- Services to be rendered. Baker Rural Health Clinic during normal business hours (9 AM 5 PM), shall offer DOT physicals to the employees of the School Board. These services will be provided on a scheduled basis, dependent upon availability.
- 2. Payment Terms. The terms of payment for the physicals will be \$2500.00 for the first 40 scheduled appointments paid in quarterly installments outlined below. Any scheduled appointment for which the School Board employee fails to appear, will be charges a \$25.00 "no-show" fee and will not be considered part of the initial 40 appointments. After the first 40 appointments are are completed at the discounted rate, the School Board agrees to pay \$75.00 per scheduled appointment and any canceled or "no-show" appointment will be charged at \$25.00 each. The School Board agrees to pay for the first 40 appointments in quarterly installments as follows:

 September 30, 2021
 \$625

 December 31, 2021
 \$625

 March 30, 2022
 \$625

 June 30, 2022
 \$625

OR upon completion of the initial 40 appointments, WHICHEVER QCCURS FIRST

3. Billing. The School Board agrees to pay \$2500.00 for 40 scheduled appointments for DOT physicals in quarterly installments illustrated above; OR upon completion of the initial 40 appointments, WHICHEVER OCCURS FIRST. After the initial 40 scheduled appointments are completed, the School Board agrees to pay \$75.00 per appointment, NOT including any canceled or "no-show" scheduled DOT appointments, which will be charges at \$25.00 each.

For any DOT scheduled appointments after the initial 40 scheduled appointments and for any "no-show' appointments, Baker Rural Health Clinic will submit an itemized bill via US mail on a monthly basis, and payment will be due upon receipt. A 5% late fee shall be applied to all payments not received within 30 days of bill due date, and additionally accumulated for each subsequent 30-day period based on the balance owed at that time.

- 4. Term of Agreement. The effective date of the Agreement shall be August 1st 2021. It shall remain in effect for 12 months. Either party may terminate this Agreement, with or without cause, after giving 30 days prior written notice to the other party. The party shall deal with each other in good faith after any notice of intent to terminate without cause has been given. This Agreement shall be governed by the laws of Florida, and any litigation under this Agreement shall occur in Baker County, Florida. All parties expressly consent to the jurisdiction of this court.
- 5. Applicable Law. This Agreement shall be governed by, and construed, and enforced in accordance with the laws of Florida.
- 6. Notices. All notices shall be in writing and given to the following:

As to Baker County Medical Services, Inc. DBA: Baker Rural Health Clinic:	
Tiffany Varnadoe Post Office Box 484 Macclenny, FL 32063	As to School Board of Baker County: Superintendent Sherrie Raulerson 392 South Boulevard East Macclenny, FL 32063
Tiffany Varnadoe, CEO	Sherrie Raulerson, Superintendent
16/5/31 Date	Date