

PREAMBLE

This Agreement, entered into this _____, by and between the School Board of Bay County, Florida, hereinafter called the "Board," and the Association of Bay County Educators, bargaining on behalf of all classroom teachers, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board and the teachers recognize and declare that providing a quality education for the children of Bay County Public School System is their mutual aim, and that the character of such education depends significantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve teaching standards, and

WHEREAS, the Board has agreed to negotiate in good faith with the Association as the exclusive representative of its teaching personnel with respect to salaries, hours, terms and conditions of employment and now, having reached agreement on all such matters desire to execute this contract covering such agreement, and

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

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

- 1.1 The Board recognizes the Association as the sole exclusive bargaining agent for the bargaining unit of employees whether under contract or on approved leave or on the job pending official action of the Board, all as certified by the Public Employees Relations Commission in Case No. 8H-RC-744-1022, Certification No. 44, CERTIFICATION OF REPRESENTATIVE FOLLOWING ELECTION AND ORDER TO NEGOTIATE, issued by the Florida Public Employees Relations Commission on the twenty-fifth day of April, 1975.

INCLUSION: All certificated instructional employees.

EXCLUSIONS: All administrative, educational support, confidential and non-certificated personnel.

- 1.2 The Board further agrees that all Association rights and privileges negotiated in this Agreement shall be exclusively for the Association. The Master Contract shall be the document which governs compensation, hours, and terms and conditions of employment for employees in the unit. No policy, procedure, guideline, or administrative directive shall be adopted which is in conflict with the Master Contract, except as required by law. Faculty handbooks, county wide publications, and other guides shall conform to the provisions of the contract.
- 1.3 Another teacher's organization may challenge by election the exclusive representation rights of the Association. The election procedure and cost shall be as provided by the rules and regulations of the Public Employees Relations Commission and Chapter 447, Florida Statutes.

ARTICLE II

Association Rights

- 2.1 The Board hereby agrees that all professional employees shall have all rights guaranteed to them by law.
- 2.2 The Association and teachers shall have the right to use school buildings at reasonable hours for business meetings when approved by the facility's manager and/or Superintendent. The Board may charge for necessary custodial and utility services to the extent that other non-school groups are charged.
- 2.3 The Association shall have the right to post notices of activities and matters of Association concern on a specifically assigned bulletin board in each school and shall be responsible for policing the assigned bulletin board.
- 2.4 The Association shall have the right to use the teacher mailboxes for communications to teachers. The Association will be provided a mailbox at the school nearest its central office. All correspondence shall include a return address and sender's name.

The Association shall have the right to use the school system services to respond to matters relating to the business of both the Association and the School District.

Teachers shall have the right to use the courier services to send non-union originated, educational materials to other teachers. Correspondence of a personal nature between teachers is not permitted.

- 2.5 The Association will be allowed use of the Public Address System and/or available electronic resources before and/or after the student day. Public Address System announcements will be made by the facility manager or his/her designee.
- 2.6 The Board agrees to make available to any teacher or to the Association, information available in the Superintendent's office that is designated by statutes as public information at the same cost as set by the Board for the general public.
- 2.7 Employees required at the direction of the Superintendent or the Board, in writing, to attend Board meetings during regular working hours shall be granted temporary duty leave with pay and substitute.

The Association will be placed on the agenda of each regular Board meeting. In order for the Superintendent to comply with the Administrative Procedures Act, written

requests for official Board action must be presented to the Superintendent at least eight (8) days prior to the scheduled Board meeting. The Association shall be placed on the agenda of any special Board meeting provided that the Association makes written request to the Superintendent within one day after announcement of such meeting.

- 2.8 Any teacher who is a member of the Association, or who has applied for membership, may sign and cause to be delivered to the Board an assignment authorizing deduction of membership dues in the Association.

Pursuant to such authorization the Board shall deduct such sum as authorized in equal payments from the teacher's regular salary check beginning with the salary check received by the teacher at the beginning of the month following the date of authorization and continuing through the next June check, such authorization shall continue in effect as long as the Association remains the certified bargaining agent for employees in this unit. The Board agrees to remit dues collected on behalf of the Association semi-monthly. The dues deduction form appears in Appendix A. Such authorization shall continue in effect from year to year thereafter, unless revoked in writing. Any teacher revoking dues deduction must complete a dues revocation form, in person, at the ABCE office. The Association shall inform members of the revocation process at least annually through its newsletter or other means of communication. The revocation will be effective on the first payroll after the conclusion of a thirty (30) day period. The thirty (30) day period shall commence on the day the member completes the dues revocation form at the ABCE office. The Association will be responsible for submitting the revocation form to the district payroll office. The Association shall publish to its general membership the amount of annual dues prior to the first payroll date. If a change in dues occurs, teachers shall be notified.

- 2.9 Upon written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittances for any plan or program approved by the Board to include credit union, charitable donations, insurance, or annuities. The Association may recommend additional plans and programs for Board consideration, but the Board shall not be required to take any action in respect to said recommendation.

- 2.10 An Association representative shall be allowed to visit schools to investigate teacher grievances (as specified in Article IV) and for official Association business. The representative shall adhere to the Bay District visitor check-in policy. Such visits shall in no way disturb the school's instructional program.

- 2.11 Following a principal's presentation of business at a meeting of the faculty, the Association faculty representative may meet with faculty members for the purpose of presenting brief reports and announcements. Attendance is voluntary.
- 2.12 The Board packet provided to Board members will be available for the Association immediately after publication. Two School Board packets will be made available to the Association immediately after publication. All inserts distributed after printing will be available to the Association representative when they become available to the Board Members.
- 2.13 The Board will allow the Association a maximum of one-hundred twenty (120) days release time for Association business. These days may be used for school visits, Board meetings, grievance hearings, implementation of ABCE contract, bargaining, internal and external public relations, conferences, legislative activities and the State Representative Assembly. The Association will reimburse the Board for substitute's pay to include the number of days used up to the maximum of one-hundred twenty (120) days. The reimbursement will include the actual cost of the substitute teacher.
- 2.14 The Association President or his/her designee may leave his/her work station at the close of the pupil day to attend any Board meeting, county-wide committee meeting, or grievance hearing.
- 2.15 The Association President shall appoint representative(s) to serve on district-level committees affecting the wages, hours and terms and conditions of employment relating to instructional personnel.
- 2.16 A one year leave of absence, without pay, shall be granted to any teacher upon application for the purpose of serving as a full-time, paid officer of the state or national affiliate of the Association. Said teacher may apply for a year's extension of the original leave.
- 2.17 When vacancies occur within the fourteen (14) teacher members of the twenty-three (23) member Bay District Professional Development Council, twelve (12) of such vacancies shall be appointed by the Association President according to the membership guidelines as specified in the Bay District Professional Development Council By-Laws.
- 2.18 The Board shall provide training for all Principals, Assistant Principals and Administrative Assistants on Master Contract issues.

2.19 When the Board agenda includes matters of significant concern to a large segment of teachers at a school(s), upon request of the Association, the Board will make every attempt to schedule those agenda items after the teacher work day.

ARTICLE III

Negotiations Procedures

- 3.1 In any negotiations described in the Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the members of the bargaining unit voting, but the parties mutually pledge that their representatives shall have all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Throughout negotiations, all tentative agreements shall be signed by representatives designated by each party. There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Board and one (1) by the Association.
- 3.2 Following tentative agreement of the Contract, the Board agrees to print rough draft copies for the Association to distribute to all members of the bargaining unit for the purpose of ratification, if requested by the Association. The Board will post the draft on the district website and notify all teachers that the draft is available for review. The cost of said printing shall be paid by the Association at the normal price charged for printing.
- 3.3 Within thirty (30) days after this agreement has been ratified by the Board and the teachers, each teacher and administrative staff member shall receive a copy of this Agreement. The Board and the Association shall each receive one hundred fifty (150) additional copies of the agreement. The Board shall place the Master Contract on the District website. The cost of producing all copies shall be shared equally by the Board and the Association.

ARTICLE IV

Grievance Procedure

- 4.1 Any claim by a teacher, or a group of teachers, that there has been a violation of any provision of this written Agreement or Board Policy that affects instructional personnel's wages, hours, or terms and conditions of employment which is inconsistent with the terms of this Agreement shall be a grievance. If the grievance involves any of the rights granted to the Association, the grievance may be filed by the Association directly to Step II.
- 4.2 The grievant shall be allowed to appoint an Association representative, at no cost to the Board, to be present for all meetings, hearings, appeals, or other proceedings relative to any grievance which has been formally presented and no teacher may be required to discuss any grievance if the Association representative is not present. If a teacher desires Association representation, the teacher shall be responsible for requesting such representation.
- 4.3 In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the Building Manager/Supervisor personally, at which a representative may be present, within ten (10) working days of the alleged violation or within ten (10) working days following the time when the teacher responsible should have gained knowledge of its occurrence. Any adjustment reached in the informal discussion shall be consistent with the terms of this Agreement. If, after the informal discussion with the immediate supervisor, a grievance exists, the grievant must initiate the following formal grievance procedure within five (5) working days from the date of the informal conference specified above. When requested by the teacher, an Association representative may be present. The aggrieved may withdraw a grievance at any step in the adopted procedure.

Appeals from one of the following steps to the next highest step shall be filed within five (5) working days following the receipt of notification. Such notification shall be either through certified, restricted home delivery (return receipt requested), U.S. Mail or upon hand delivery to the grievant. If response is hand-delivered the grievant shall acknowledge receipt by signature. Instructional duties shall not be interrupted by this process.

Step 1

A formal written grievance must be filed in quadruplicate on the specified grievance form and submitted to the immediate supervisor. The immediate supervisor will

schedule a Step 1 hearing within five(5) working days. The immediate supervisor will then have five (5) working days to indicate the disposition of the grievance in writing on said form with distribution as indicated on the form.

Step 2

If the grievant is not satisfied with the disposition of the grievance made by the immediate supervisor, or if no disposition has been made within five (5) working days of the receipt of the grievance, the grievance may be submitted to the Superintendent. Within five (5) working days the Superintendent, or his designee, shall meet with the grievant and shall indicate the disposition of the grievance in writing within five (5) working days of such meeting to the grievant.

Step 3

If the grievant is not satisfied with the disposition of the grievance made by the Superintendent, or if no disposition has been made within five (5) working days after the meeting with the Superintendent, or his/her representative, the grievance may be submitted to grievance mediation through the Federal Mediation and Conciliation Service within twenty (20) working days following the receipt of the hearing's disposition by the Association or the grievant if he/she chooses to represent him/her self. With the agreement of both parties this step may be waived and the grievance may proceed directly to Step 4.

Step 4

If the grievant is not satisfied with the disposition of the grievance at Step 3, or the Step 3 time limits expire, the grievant(s) may submit the grievance to final and binding arbitration within twenty (20) working days following the conclusion of the mediation. If the parties are unable to agree on an arbitrator, arbitration will proceed under the Voluntary Labor Arbitration Rules of the American Arbitration Association, the rules of which shall govern the proceedings. The arbitrator shall have no power to alter the terms of this Agreement.

- 4.4 The time limits provided in this article shall be strictly observed but may be extended by written agreement of the Superintendent and the aggrieved. In the event a grievance is filed after May 1 of any year and strict adherence to the time limits may result in hardship to any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of the aggrieved, or other party to the proceedings, prevents his/her presence at a grievance meeting, the time limits shall be

extended to such time that the person can be present.

Every effort will be made to schedule hearings other than during student contact hours. However, when such grievance meetings and conferences are held during school hours, each employee whose presence is required shall be excused, with pay, for that purpose. The Association will pay the cost of a substitute, if needed.

- 4.5 The Administration or Board or Association will take no reprisals of any kind against any teacher because of his/her participation in this grievance procedure. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participant.
- 4.6 The Association will be notified of all hearings conducted relative to grievances involving bargaining unit members. The Association may be present for any grievance hearing. Nothing in this Article shall be construed to prevent any teacher from presenting his/her own grievance, provided the Association has been given the first right of refusal to process the grievance. The Association will be given the opportunity to be present at any meeting calling for the resolution of a grievance. Teachers who desire to utilize the grievance procedure, but who do not want union representation, shall adhere to the following conditions:

The teacher must represent him/herself.

The adjustment of the grievance must not be inconsistent with the terms of this agreement.

Association officials are given the opportunity at no loss of pay, to be present during the adjustment of the grievance, including all discussions held between teacher and the Board or its representatives in connection with the grievance. The Association will pay the cost of a substitute, if needed. Every effort will be made to schedule hearings after the work day. If the Association wins the grievance the Board will pay cost of the substitute.

The Association is provided with a copy of all written decisions concerning the grievance.

- 4.7 The grievance procedure shall not obligate the Association to represent non-members.

ARTICLE V

Teaching Conditions

- 5.1 Lockable space for storing confidential materials will be provided in each school. A copy of the teacher's editions of the basic texts used in each subject area he/she teaches will be provided for the teacher's individual use during his/her tenure in that school. Teaching stations shall be provided for all teachers.
- 5.2 The teacher workday shall be seven (7) hours and thirty (30) minutes including a duty-free lunch period of not less than twenty-five (25) minutes. This time does not include the transfer of students. On non-student lunch days, all teachers shall be entitled to a one (1) hour duty-free lunch period. Teachers shall not be required to eat in the lunchroom.
- 5.3 Teachers will not be allowed to use tobacco in any form on real or personal property owned or under the control of the Bay District School Board.
- 5.4 In the event of a heating or air conditioning malfunction, the facility manager shall report the condition to the proper Board department who shall make every reasonable effort to correct the condition. Arrangements will be made by the facility manager to relocate classes to areas that are properly heated /cooled and ventilated.
- 5.5 A room and telephone will be made available in each school center for private conferences concerning school business. At least one phone will be provided for every ten (10) teachers. The Board shall provide an emergency call system in every classroom.
- 5.6 All elementary teachers, including special subject teachers, shall have at least fifteen (15) continuous minutes relief time during the instructional day. This period shall not include time spent in transferring children to other supervisors. Every effort shall be made to see that the relief time is not scheduled during the same part of the day as the planning period.
- 5.7 It shall be the responsibility of the teacher to report, in writing, potentially unsafe or hazardous conditions to the immediate supervisor who will investigate the report with the teacher. If an unsafe or hazardous condition exists, the immediate supervisor will take steps to correct the condition. The supervisor will respond in writing within twelve (12) working days.
- 5.8 Teacher participation in extra-curricular activities shall be strictly voluntary with the

exception of PTA/PTO, Open House, and graduation activities which shall not exceed four (4) such activities each year.

If teachers are required to participate in the above activities, the facility manager will schedule compensatory time in writing in advance.

- 5.9 Teachers may be required to remain after the end of the regular work day for the purpose of attending faculty or other professional meetings in their regularly assigned school center for not more than nine (9) days per year. Such meetings shall not extend more than thirty (30) minutes beyond the close of the regular work day and shall be announced twenty-four (24) hours prior, except in cases of emergency involving the health and safety of students or teachers or in case of accreditation studies. Teachers may choose to leave after the thirty (30) minute time limit allowed for the nine (9) meetings. Compensatory time will be awarded in case of overtime meeting. (Faculty meeting will be defined as any meeting called by the Facility Manager or his/her designated representative of all or any part of the faculty.) No sales presentations or solicitations will be made before, during, or after any called meeting.
- 5.10 When school is not in session teachers may be given access to the building by scheduling such access with the principal or his/her designee.
- 5.11 Observations of a teacher's class by persons other than school administrative supervisory personnel shall be allowed only after consent has been granted by the building principal and the teacher notified the day prior to the observation. Electronic recording devices will be used in a classroom only by school personnel for purposes of evaluation and professional development or school related activities. The use of such electronic recording devices will be allowed only with the permission of the teacher. Electronic recording devices placed in a classroom or other areas of a school campus for safety or security reasons shall not be used to assess teacher performance. The viewing of or listening to electronic recordings will be limited to appropriate administrative personnel unless the teacher provides his/her permission for other persons to view or hear the material.
- 5.12 The Board shall provide such safety clothing and equipment as required by law.
- 5.13 Profits from vending machines not accessible to students will be expended as determined by the Social Welfare Committee in the individual school. All orders, repairs, refills, replacement, financial records and checks will be controlled by the Social Welfare Committee. These records should be kept in accordance with acceptable accounting procedures by a teacher member.

- 5.14 Home visitation by teachers shall be voluntary with the exception of EI Pre-K, ESE Pre-K and Title I Pre-K teachers, homebound teachers and social workers. If an employee feels at risk regarding a home visit, he/she will report such concerns to his/her supervisor. The supervisor will take appropriate action to reduce or eliminate the risk.
- 5.15 Teachers may leave their work location when they are not directly responsible for students, provided they receive prior approval of the facility manager or his/her designee.
- 5.16 When teachers are asked by their supervisors to perform voluntary off-campus visits that occur before or after the regular workday, equal compensatory time will be given. This shall not apply to people already being supplemented for extra duty.
- 5.17 If routine maintenance work or resulting fumes disrupt classroom instruction, the principal shall correct the problem or ask the Maintenance or Facilities Department to reschedule. Teachers shall have the right to report any safety violations to the Workplace Safety Committee for investigation and recommended solutions.
- 5.18 If an instructor's classroom is changed, the physical move will be done by the administration within five (5) working days of the change of classroom. The administration will provide packing materials.
- 5.19 The Senior Association Representative or his/her designee shall assist in counting the ballots in all elections held within a school that requires an opportunity for total faculty vote. Voting shall take place in a faculty meeting, and the counting of the ballots shall be conducted at the meeting. Absentee ballots will not be accepted. All parties involved shall agree to confidentiality in all aspects of elections. If the confidentiality is breached, any individual involved will be excluded from participation.
- 5.20 Teachers shall not be required to contact parents regarding student absences.
- 5.21 In the event of emergency situations such as evacuation, lock-down, bomb threats, other school-wide or life threatening emergencies, teachers shall continue their assigned supervision of students without regard to planning periods or lunch.
- 5.22 If the principal certifies that year-end close-out duties and responsibilities are completed, teachers will be permitted to take accrued compensatory time on the final post-planning day of the school year.

ARTICLE VI

Class Size, Class Load and Specialized Instruction

- 6.1 Students shall be assigned to classes in a way that ensures class size equity for all teachers within a school site. Class size in each grade level and subject area of each school shall be equalized within eighteen (18) student days after the opening of school. Advertisement shall be reduced to three (3) days for positions created by the mini FTE count. New students should be assigned in a manner that maintains equity in each grade and subject level. The number of students assigned to a class shall not exceed the number of student stations or desks in a classroom.

Every effort will be made to assign district level personnel/resource persons on an equitable basis. Factors such as the student population of the school and the number of schools assigned will be considered.

- 6.2 Student/teacher ratio shall not exceed maximum limits as prescribed by standards of the Southern Association of Colleges and Schools.

When individual class or subject area maximums must be exceeded, the principal and teacher(s) involved shall submit a written proposal to resolve the problem. The Board and/or Superintendent will respond with an approval or an alternative plan with a specified time for resolution of the problem.

- 6.3 All teachers shall have an instructional/supervisory load not to exceed three hundred (300) minutes. The instructional/supervisory loads of secondary teachers on block scheduling will not exceed 105 students per day.

- 6.4 Secondary teachers shall not have more than three (3) different course preparations per day except with mutual consent of the teacher and principal. A regularly scheduled study hall shall not be considered a part of the three (3) different preparations per day. Principals will make every effort to ensure that high school teachers on block scheduling do not have more than two (2) preparations per term/semester.

Secondary teachers will have one (1) preparation period during the student class day for planning and conferences. The preparation period shall not be preempted for any required student supervisory duties.

- 6.5 Middle school teachers shall have an instructional load not to exceed five (5) regular class periods with the exception of a teacher/advisee program. Teachers shall not

have more than three (3) different course preparations per day except with mutual consent of the teacher and principal. A regularly scheduled teacher/advisee program shall not be considered a part of the three (3) different preparations per day.

- 6.6 Teachers in elementary schools which have classes of music and art shall have no more than the number of students specified in 6.2 for regular self-contained classroom teachers. Every effort shall be made to provide each special area teacher with his/her classroom.
- 6.7 All elementary teachers will have no less than thirty (30) minutes during the student class day for planning and conferences. Such time will be exempt from any required student supervisory duties. Teachers shall not be required to have regular daily supervisory duties of students before and after the student day.
- 6.8 Scheduled records workdays will only be used for teacher planning and to review/update student records.
- 6.9 Any teacher may recommend in writing to the Child Study Team (CST) the testing and evaluation of any student believed to be eligible for Exceptional Student Education Services. Upon the recommendation of the CST, the referral will be forwarded to the district Exceptional Student Education office. The teacher will be notified in writing within thirty (30) working days of the testing date for the student. Testing will be completed within sixty (60) school days of which the student is in attendance. The sixty (60) day timeline begins once the following conditions have been met:
 - Completion of pre-referral activities
 - Receipt of the referral of evaluation
 - Receipt of parental consent for evaluation

Students eligible for special services as determined by the Individualized Educational Planning team and with parent/guardian approval for such initial placement shall be placed in the appropriate program without undue delay.

Prior to the initial placement of a student in a special education class or mainstreamed to a regular education program, a copy of the current Individualized Educational Plan will be made available to teachers servicing the student.

In the event that legal counsel is present to represent other parties attending the meeting, the Board will immediately upon becoming aware, notify the teacher that legal counsel will be present.

- 6.10 It is recognized that teachers must meet the individual needs of all students. Therefore, text materials that the Board considers appropriate will be furnished for each student's use.
- 6.11 Special area teachers at the school level who have students scheduled each period shall have relief and preparation time to the same extent as other teachers. The fifteen (15) minute break and thirty (30) minute planning period will be consecutive, uninterrupted blocks of time. These periods are not necessarily contiguous.
- 6.12 School budget(s) (Spring projections and Fall adjusted) will be made available and shared with the faculty. Prior to the budget submission deadline, each school/worksite administrator will conduct a faculty meeting specifically to allow teacher input into the formulation of the school/worksite budget proposal. The proposed budget will be given to all teachers two working days prior to the faculty meeting before the budget. Teachers will be provided an opportunity during the meeting to comment and offer proposals about how the school budget is spent. A copy of the school's budget(s) will be available in each school media center. Senior Association Representatives shall receive a copy of the approved school budget as soon as it becomes available.
- 6.13 When individual School Advisory Councils (SACs) submit their School Improvement Plan (or future amendments to their plan) to the Board for approval, some provisions may require a waiver of this Agreement between the Board and the Association. The waiver must be in writing and must specify the contractual provision (s) to be waived, the nature and duration of the waiver and the teachers affected by the waiver. Each waiver must be posted for five (5) school days on the Association bulletin board before being voted on by the faculty, using a written ballot, and the results forwarded to the Association and the Board. Ballots regarding proposed waivers shall be submitted to the faculty in an open meeting by a faculty representative of the SAC selected by the SAC. In order to be approved, at least eighty (80%) percent of the total faculty must vote "YES" for the waiver. Waivers that are defeated may not be reconsidered until the next school year.

The plan may be implemented only after such time that the Board approves such plan with the waivers.

The Senior Association Representative shall assist in counting the waiver vote. The counting of the ballots shall occur during the faculty meeting at which the vote is taken. The duration of the waiver will be limited to one (1) school year at a time.

6.14 Each school shall make staffing decisions in a collaborative manner. Prior to assignment of instructional staff members, each school/work site administrator will conduct a faculty meeting specifically to allow teacher input regarding staffing of the school or work site.

ARTICLE VII

Teacher Authority and Protection

- 7.1 A copy of the Board's Student Code of Conduct will be given to all teachers during preschool. No later than two weeks after school starts the Facility Manager shall publish, distribute and explain to his/her faculty the implementation procedures to be followed in the school plant.
- 7.2 A teacher may impose classroom discipline as stated in School Board Policies where necessary in cases of minor infractions and may use such force as is necessary to protect himself/herself from attack or to prevent injury to himself/herself, another student, or any other school employee or volunteer, or school property.
- 7.3 Teachers may send disruptive students to the office when their use of corrective measures have been ineffective. School authorities will endeavor to achieve correction of student misbehavior. The teacher shall not be responsible for maintaining records of student discipline referrals.
- 7.4 Any case of assault and/or battery upon a teacher shall be promptly reported, in writing, to the Facility Manager or his/her designated representative. Appropriate action by the Facility Manager shall include recording the incident, reporting to parents and the appropriate law enforcement agency office.
- 7.5 Time lost by a teacher in connection with any incident in this article shall be handled as follows:
 - A. Time for appearances before a School Board, judicial body, or legal authority shall result in no loss of wages or reductions in accumulated leave.
 - B. In case of job connected disability which materially affects a teacher's ability to perform his/her duties, the teacher's wages shall continue in full without reduction in accumulated leave until Worker's Compensation payments begin.
- 7.6 No formal action (anything affecting future employment status) against a teacher shall be taken on a basis of a complaint by a parent or student or other individual, nor any notice thereof, shall be included in the teacher's personnel file unless the matter is first reported to the teacher in writing. Such material can only be placed in the file through authorization of the facility manager and/or Superintendent.

The personnel file shall be defined as a composite of the school file and the county office file. There shall be no other personnel files.

7.7 If a teacher is complained against or sued as a result of any action consistent with School Board Policies taken by the teacher while performing normally assigned duties, the Board will provide legal counsel to be selected from a list of five (5) attorneys approved by the Board or an attorney from the insurance carrier.

7.8 A teacher shall be entitled to have present a representative of the Association when he/she is being formally reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance if such actions may affect future employment status. When a request for such representation is made no action shall be taken with respect to the teacher until such representative is present.

Prior to conducting any meeting with bargaining unit employees in which the employee may be subject to a reprimand, warning, or disciplined for any infraction of rules or delinquency in professional status; Principals, Administrators, or other supervisory/management personnel conducting such meetings shall inform the employee of his/her right to union representation.

7.9 Each teacher shall have the right to respond to all materials contained in his/her personnel file and to any materials to be placed in said file in the future. Such teacher responses shall become part of said file.

7.10 Each teacher shall have the right, upon request, to review and have copied at the same cost as set by the Board for the general public, the contents of his/her own personnel file. The review will be made in the presence of the administrator responsible for the safekeeping of such file, and the teacher may request the presence of a representative of his/her choice.

The Board shall inform the Association of any person other than the appropriate administrative/clerical personnel who have examined the personnel file of a teacher. It shall be the Association's responsibility to inform the teacher.

7.11 Each teacher has the right to due process.

7.12 Each teacher will be allowed two (2) working days from the close of the grading period to submit grades. Students will be issued report cards within seven (7) working days after the end of the grading period. Elementary schools may issue the final report card the last scheduled day of attendance for students.

7.13 Teachers shall not be required to administer medication to students or perform any invasive medical procedures in accordance with Florida Statutes 232.46 and 232.465.

- 7.14 Every effort shall be made by management to place teachers in positions for which they are both certified and qualified. Such placement should be accomplished with minimum disruption to the educational program at a school.
- 7.15 Teachers shall only be assigned to teach out-of-field for one year unless the teacher agrees to the assignment in writing and is willing to take the required course work toward the appropriate certification.

ARTICLE VIII

General Employment Practices

- 8.1 It is the policy of the School Board of Bay County to employ and retain as employees those citizens best qualified to fulfill the needs of the public in its operation without regard to race, color, religion, national origin and/or sex.
- 8.2 Substitutes will be furnished for teachers who are regularly employed and teach a daily scheduled class who must be absent on regular pupil school days. Teachers who must be absent for emergencies of less than one hour will not have their absence charged to leave provided the absence does not occur while the teacher is directly responsible for students and further provided that the teacher arranges with the principal to make up the time missed. Teachers will not be required to secure their own substitutes except when taking personal leave or leave related to Association activities.
- 8.3 Deductions for personnel during the regular school term for daily absences not covered by provisions of this Agreement shall be made at the rate of
- $$\frac{1}{\text{No. of teacher work days}}$$
- of the annual contractual salary.
- 8.4 Assignments for any evening school or other program of the school district beyond the normal school day or year shall be made with first consideration being given to those meeting the certification requirements and having current experience in the subject and/or grade to be taught. All such vacancies will be posted within that school where the opening occurs at least five (5) work days prior to filling such vacancy. If no one is chosen from that school then the vacancy will be advertised county wide for an additional five (5) work days.
- 8.5 All employees may be required to provide evidence of fitness to perform duties assigned and freedom from communicable disease. Such evidence shall be limited to a statement from a licensed physician of the employee's fitness. The Board may require an examination when, in its judgment, such an examination is relevant to an employee's performance or status. The examining physician will be selected by the teacher from a list of five (5) physicians provided by the Board and the cost of that specific examination will be paid for by the Board. However, if the nature of the concern is considered psychological, the teacher shall select from a list of three (3) psychiatrists.

8.6 Teachers' tentative schedules shall be available ten (10) calendar days before the first semester/session. Notices will be available one week in advance of second semester/session schedule changes. Tentative class rosters and records will be available on the first day of preschool. In the event of a teacher's grade assignment or majority class assignment changes, two (2) work days will be provided.

8.7 Job-Sharing - A teacher on tenure (continuing contract or professional service contract) may, at the discretion of the Board, participate in a district job-sharing arrangement. Teachers wishing to job share must find another teacher who also wishes to job share. Both teachers must be certified for the job they are sharing. Job-sharing arrangements may continue from year to year provided that the teachers request and the Board approves an annual extension and further provided that a job share is not split between two (2) school years.

The application and proposed plan for job-sharing must be approved and acted upon by the immediate supervisor, and submitted to the Superintendent by March 15, preceding the school year for which the job sharing arrangement is requested.

The responsibilities of an assignment by two (2) job-sharing teachers may be divided according to a plan designed by the job-sharing teachers, with the concurrence of the receiving principal or, if there is none, the appropriate administrator. This plan will include but not be limited to, teaching responsibilities, substitution procedures, schedule of work hours and/or days, and attendance at staff meetings, district meetings, parent conferences and field trips.

Participation in job-sharing positions will be placed appropriately on the teacher's salary schedule, and salaries will be prorated according to the time worked. Teachers in job-sharing positions will receive salary step movement following the accumulation of more than one-half equivalency of one (1) year of full time service.

Participants in job-sharing positions will receive a prorated amount of insurance and leave benefits. Contributions to the Teacher's Retirement System will be proportionate to the time worked.

During the period of time spent in a job-sharing position, seniority credit of the teacher(s) will accrue in proportion to the time worked.

8.8 High School part-time teachers will be limited to two (2) classes per day on block scheduling.

ARTICLE IX

Transfers and Reassignments

- 9.1 Teachers who desire a different assignment or transfer to another school or position within the county shall file a written request on the specified form with the Personnel Department. Such written request shall be valid for a period beginning July 1 and ending June 30 of each year.
- 9.2 Teachers who have a request for reassignment or transfer on file at the Personnel Office shall be interviewed prior to the hiring of a new employee, subject to the following condition: If there are more than five (5) reassignment/transfer requests on file for a specific school, the principal of that school shall review files of all requests and choose five (5) to interview. The appropriate administrator shall notify the teacher requesting transfer as to the disposition of the teacher request. The appropriate administrator shall notify the teacher requesting a transfer seven (7) days after the filling of the position. The administrator shall be required to hold no more than one (1) interview with the same teacher during the validity period of the teacher's reassignment or transfer request. The administrator will give consideration to the teacher request when a vacancy exists and provided a previous interview has occurred.
- 9.3 The voluntary reassignment and/or transfer of a teacher will be subject to the following conditions:
- A. Between March 15 and July 15, transfers will require only the receiving principal's signature.
 - B. Between July 16 and March 15, transfers will require both the sending and receiving principals' signatures. The receiving principal shall obtain from the sending principal a willingness to release the teacher prior to interviews or consideration.
- 9.4 When a reduction in the number of teachers in a school or department is necessary or when teachers are being transferred due to the opening/closing of schools, the following procedure shall be followed:

SCHOOLS AND THE AREA OF REDUCTION

Elementary Schools (Including M. K. Lewis and St. Andrew)

The transferring principal will determine the area of certification, based on pupil

enrollment, that needs to be reduced (i.e., Kindergarten, Kindergarten - 6, 1-5, Music, P.E., Art, ESE, Guidance, etc.).

Middle and Senior High Schools (Including Haney Technical)

The transferring principal will determine the areas of reduction based on pupil enrollment in specific departments.

- A. Volunteers in the area of reduction shall first be considered. Volunteers shall be transferred provided there is a school that is entitled to a teacher with the volunteer's certification and qualifications and the volunteer(s) is approved by the receiving Facility Manager.
 - B. When there are not enough volunteers, involuntary transfers may be made. An involuntary transfer list shall be made based upon length of continuous service in the district with the lowest in time of service being transferred first. Leave time will not be counted for seniority purposes, but will not break continuous service.
 - C. A list of positions with necessary certification to fill each position will be made from all schools needing additional teachers. Said list will be made from all schools needing additional teachers. Said list will be made available to all who are being transferred involuntarily.
 - D. Involuntary transfers will indicate their preferences of the available positions.
 - E. The Superintendent will take the involuntary transfer list from the school losing teachers and the list of positions available, making assignments based upon certification, length of continuous service in the district, and preferences of the involuntary transfers.
 - F. Teachers involved in the reduction who cannot transfer within their field of certification, will be allowed to teach out-of-field while working on new certification provided such an assignment does not affect accreditation.
 - G. If the transfer assignment is into a K-12 school, the teacher must hold a Bachelor's degree or higher, or be certified in the position for which they are being transferred.
- 9.5 Special talents or expertise needed for the implementation of a new program, but not found on the school district staff, may be sought through retraining of existing staff. Such position will be advertised as any other vacancy.

ARTICLE X

Vacancies and Promotions

- 10.1 All openings for instructional and administrative positions shall be posted at the School Board Office bulletin board, on the District website and notice sent to the Association and schools. Notice of these vacancies shall be posted on an established bulletin board at least five (5) work days prior to the filling of such vacancy. Vacancies which occur during May, June and July shall be posted for only four (4) work days.
- 10.2 All openings for supplements listed in Appendix F or other extra-compensated positions will be posted within that school where the opening occurs at least five (5) work days prior to filling such vacancy. If no one is chosen from that school, then the vacancy will be advertised county wide for an additional five (5) work days.
- 10.3 If positions are not properly advertised within the provisions of Article X, the Association may file a grievance at Step 2 of the grievance provision.

ARTICLE XI

Teacher Evaluation

- 11.1 A. Teachers shall be evaluated in accordance with the Bay District Schools Teacher Assessment Manual.
- B. The Facility Manager shall distribute copies of the annual evaluative instrument to his/her teachers and shall explain the evaluation process to the teachers in his/her school through individual or group conference by September 1. Any teacher hired after August 15 will be given an explanation and copy of the evaluation within thirty (30) days after hiring.
- 11.2 A. For Category I and II, for the final, annual evaluation observation, the principal, or his/her administrative designee, shall observe the teacher's performance within the assigned area. This observation shall be scheduled with the teacher twenty-four (24) hours in advance. All administrators performing evaluations must have completed an in-service in utilization of the evaluative instrument.
- B. Category III teachers shall select goals for their Educator's Growth Plan that meet their individual needs in the areas of student performance and professional development. The goals will be developed with the guidance of the administrator. Both the teacher and the administrator shall mutually agree to the goal and resulting strategies for continued professional development.
- 11.3 Unless in case of absence, illness or another emergency by teacher or administrator the evaluator shall meet with the teacher within five (5) workdays to discuss the written evaluation of the teacher's strengths and weaknesses as observed during the classroom visit(s) and what consequences may occur if the desired improvements are not achieved. The evaluator and the teacher shall sign the evaluation and the teacher shall immediately receive a copy. Such signature by the teacher only acknowledges that he/she has read the report and does not necessarily indicate agreement with its content. The administrator will meet with annual contract teachers prior to March 1 to discuss the written evaluation.
- 11.4 Any form devised by an evaluator in a school or department for visitation or observations within the classroom will include the dates, times, and places of such observations, the evaluator's assessment of the teacher's strengths and weaknesses and the evaluator's recommendations to the teacher. If the employee feels the formal written evaluation is incomplete, inaccurate, or unjust, the said employee may put

objections in writing and have them attached to the evaluation report to be placed in the personnel file. The file copy of such objection shall be signed by both parties to indicate awareness of the content.

- 11.5 If an evaluation indicates that an employee is not performing in a satisfactory manner, the evaluator must give him/her specific notice, in writing, describing the unsatisfactory performance. Following such notice, the evaluator must also confer with the employee, make written recommendations for correction of the deficiencies, and provide assistance to the employee in correcting such deficiencies within a prescribed period of time. The district shall pay the cost of any specific in-service prescribed by the district to correct the deficiency.

The evaluation criteria to be used by the Board must include, as a minimum, those criteria established by Florida Statute(s).

- 11.6 Employees in the certified bargaining unit shall not be required to evaluate other employees of the unit unless an agreement is established through negotiations for a career ladder program that requires peer evaluation. Teachers may provide input to administrative evaluators regarding the performance of employees outside the Association's bargaining unit.
- 11.7 Any parental, employee or student information that is adversely used in a teacher's evaluation shall be substantiated by the administration. No anonymous parental, employee or student input shall be utilized to adversely affect a teacher's evaluation.
- 11.8 The failure of the district to provide specific services to students as per Individualized Educational Plan, Academic Improvement Plan or 504 Plan in a timely manner, shall not be used to negatively impact a teacher's evaluation
- 11.9 The evaluation of a teacher shall not be adversely affected due to the exercise of a teacher's right to remove disruptive students from the classroom except as stipulated by law.

ARTICLE XII

Fair Discipline and Dismissal

- 12.1 Teachers who are on continuing contract/professional services contract may be dismissed, or returned to annual contract, at the end of the school term for just cause.
- 12.2 Teachers not employed on continuing contract/ professional services contract will be employed on an annual contract by the School Board. At the expiration of this annual contract there will be no guarantee of a position for the coming year. If the position will be available the next year, the teacher may be considered for another year. If his/her services are terminated, he/she shall be notified, in writing, of his/her employment status by April 15th. If a teacher is terminated prior to the expiration of his/her contract, the District shall provide, at the teacher's request, a written statement of specific reasons for the termination. The above provisions do not apply to newly employed instructional staff who are terminated prior to serving their ninety-seven (97) day probationary period as provided in Florida Statutes.

The Superintendent and Board shall have final authority pertaining to recommendations of reappointment of annual contract personnel in accordance with Florida Statutes.

- 12.3 The Board shall have the right to discipline its employees for just cause.
- 12.4 In accordance with Florida Statutes, the Board may suspend or terminate a teacher for good and sufficient reasons without pay pending a speedy hearing, if requested by the teacher. If charges are not sustained as a result of the hearing, all back pay shall be paid.

ARTICLE XIII

Layoff

13.1 When it becomes necessary for the Board to lay off teachers, the following procedures will be followed:

A. Layoff

1. If layoffs become necessary all TOSA positions shall be eliminated first. Teachers in these positions shall be assigned to classroom teaching positions and be subject to the reduction provisions of 13.1 A. 5.
2. The Superintendent shall determine the specific areas of teaching assignments to be eliminated. Once the specific areas of teaching assignments have been determined, reduction shall be made on a county-wide basis and shall be based upon seniority and certification as further defined in this section. The Association and the District shall meet to outline time lines and specific procedures to be utilized to implement this article.
3. For the purposes of this article, seniority shall be defined as length of continuous service in this bargaining unit, including approved leaves from the last date of employment in this bargaining unit within the district. When ties occur in determination of seniority, they will be broken by the date on which employment was offered by the Personnel Department or the date of the principal's recommendation, whichever is the earliest date. If ties remain, the decision as to who shall be released shall be a coin toss and witnessed by the Association representatives.
4. Layoffs will be based upon areas of teaching assignments.
5. Once teaching assignments are determined, reduction shall be made on a county-wide basis as follows:
 - a. Part-time teachers shall be the first released.
 - b. Employees holding temporary certification the next released.
 - c. Fully certificated annual/probationary contract employees, the next released.
 - d. Continuing/professional service contract employees will be the last released.
 - e. Within each of the items (a) through (e), reductions shall be made such that the persons in those areas having the least seniority will be the first released. Further reductions at each

level shall be in ascending order of seniority.

B. Seniority Rights

In the event of a layoff, teachers may exercise seniority rights over those teachers with less seniority. The more senior teacher may request transfer to any position held by a less senior teacher provided the senior teacher is certified for the position and the less senior teacher shall be the teacher notified for layoff. Transfer may be at the same school or any other school in the district.

C. Recall

1. The Board shall determine the certification areas in which recall will be made and the number of teachers to be recalled.
2. Teachers shall be recalled in reverse order of layoff within certification areas needed.
3. No new teachers shall be hired in a laid off teacher's certification area until all continuing contract teachers from that certification area have been recalled or have declined to accept recall within ten (10) days of notification.
4. Within fifteen (15) days of the receipt of a letter of recall a teacher shall notify the Personnel Office, in writing, whether he/she will accept re-employment. Failure to respond to the letter of recall within the time required automatically terminates the teacher's right of recall. Each teacher shall notify the Personnel Office, in writing, of an address to which a letter of recall may be sent. Such letter shall be mailed to the teacher at said address by certified mail, return receipt requested. If no such address shall be recorded, the letter shall be mailed to the teacher at the last address recorded in the Personnel Office.

13.2 Any teacher who would have qualified to commence receiving retirement benefits following the reduction year shall be permitted to teach that year so as to acquire needed service.

13.3 The School Board may grant personal leave without pay to any teacher affected by a reduction.

13.4 Insurance shall be made available at group rates in accordance with law.

ARTICLE XIV

Temporary Duty and Leaves of Absence

- 14.1 All leaves except sick leave and personal leave shall be applied for at least five (5) working days in advance of the date leave is to commence except in cases of emergency. Teachers will not be required to secure their own substitutes except when taking personal leave or leave relating to Association activities. Leaves may be taken in increments of one-half (1/2) day.
- 14.2 Teachers may be assigned to be temporarily absent from their regular duties and places of employment with pay and substitutes. Such assignments may be initiated by the teacher through the facility manager. Teachers shall be granted expenses as prescribed by the School Board Policies.
- 14.3 Teachers may be temporarily absent from their regular duties and places of employment with pay for the purpose of attending professional conferences. The cost of the substitute will be reimbursed by the teacher or sponsoring organization.
- 14.4 Paid Leaves:

A. Sick Leave

Sick leave is defined as personal illness or disability of the teacher or illness or death of a member of the immediate family. "Immediate family" shall be defined as a spouse, parent, child, brother, sister, grandparent, parent-in-law, other close relative, or any relative or dependent who resided with the teacher's household. Each member of the instructional staff employed on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year and shall thereafter earn one day of sick leave for each month of employment, which shall be credited to the member at the end of the month and which shall not be used prior to the time it is earned and credited to the member; provided, that the member shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment; provided, that such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year, and provided further, there shall be no limit on the number of days of sick leave a member of the instructional staff may accrue.

Summer school employees working full-time shall accumulate sick leave at the already established rate. The number of accrued sick leave days shall be reported to teachers, in writing, at each pay period during the school year.

B. Personal Leave

Each teacher shall be entitled to six (6) days leave for personal reasons each school year. Such leave shall be charged to the teacher's accrued sick leave and shall not be cumulative. Personal leave may not be taken on the work day preceding or following a holiday except with the approval of the facility manager. Teachers will not be required to give reasons for personal leave.

C. Outside Accumulation

Unused accumulated sick leave acquired by a teacher in another Florida district shall be accepted in Bay County according to the terms of this paragraph as follows: for each day of sick leave earned by said transferring teacher in this school district, said teacher shall be entitled to another day of credit from the verified accumulated sick leave in another Florida school district.

D. Illness-In-Line-of-Duty

Any teacher shall be entitled to illness-in-line-of-duty with full pay when the teacher has to be absent from his/her duties because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in the school work. Applications for and duration of leave shall meet requirements as specified in F.S.231.41. Use of such leave shall result in no reduction of the teacher's accumulated sick leave.

Within five (5) working days upon returning to work, a teacher must request in writing to his/her supervising administrator the number of sick leave days to be reinstated due to illness-in-the-line-of-duty. Upon receipt of the written request the administrator shall deliver to the teacher the appropriate form.

E. Verification of Leave

The necessary forms for verification of the reasons for absence will be available in each facility office. Teachers will complete the forms within two

(2) workdays of their return unless their return occurs on a payroll due date.

F. Jury Duty

Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter shall be entitled to full salary for such time. This does not apply to plaintiffs.

14.5 Unpaid Leaves

A. Professional Leave

A leave of absence for professional improvement in the field of education, without salary, may be authorized for any teacher upon application for one (1) academic year for the purpose of engaging in study at an accredited university; admission and enrollment must be established within thirty (30) days of the commencement of this leave. Applications for such leave shall be forwarded to the Superintendent no later than thirty (30) days prior to the start of the semester in which the leave is to commence for his/her approval. This leave may be extended with School Board approval.

Professional leave without pay may be granted to teachers during the pre and post school work days, provided each teacher shall specify their program of educational study, dates of attendance and name of the institution.

B. Maternal/Paternal/Parental Leave

A maternity/paternity/parental leave of absence without pay shall be granted to a teacher for up to two (2) academic semesters.

1. Upon request, a teacher adopting a child may request parental leave at the time of receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.
2. Child Care: Unpaid leave of one school year or the balance of a school year shall be granted for child care. Leaves of this nature may be taken at any time provided that such leave is substantiated by a physician's recommendation.

C. Overused Sick Leave

1. In the event an employee uses up his/her sick leave, he/she may apply for overused sick leave for the teacher's illness or to care for a member of the teacher's immediate family who is ill. A doctor's statement of the employee's inability to work or family member's incapacity may be required. Holidays shall not be earned while an employee is on overused sick leave. Insurance will be paid in accordance with the Family Medical Leave Law.
2. Upon written request, a teacher shall be granted up to one (1) year of long-term sick leave without pay, provided a doctor's statement be presented documenting the employee's inability to work for such time. Holidays shall not be earned while an employee is on long-term sick leave, and insurance will be paid by the employee during the additional year. The additional year shall be granted only to employees holding continuing contract or professional services contract status.

D. Personal Leave

Teachers may be granted personal leave without pay up to a maximum of ten (10) working days per school year.

E. Enhanced Personal Leave

An Enhanced Personal Leave of Absence will be granted to a teacher on tenure (continuing contract or professional services contract). Such leave of absence may be for one (1) semester or one (1) year at a time. Teachers wishing to apply for an Enhanced Personal Leave for a school year or for the first semester of a school year should do so by March 1.

Requests submitted after March 1 will be considered by the Board on a case-by-case basis. Requests for second semester must be submitted thirty (30) working days prior to the end of the first semester.

Such leave of absence may be for one (1) semester or one (1) year at a time. Approval of a request for a second consecutive year of enhanced leave will be granted on a case-by-case basis.

14.6 Return from Leave:

A teacher granted unpaid leave pursuant to this article shall have the following reemployment rights:

- A. Leave granted pursuant to this article shall not extend beyond the end of the school year in which said leave is granted unless an extension is granted by the Board.
- B. The teacher must notify the Personnel Department not later than March 1, in writing, of his/her intent to return the next school year. Failure to notify the Personnel Department by March 1 shall result in loss of any and all employment rights the teacher may have had. The Board shall supply a list of teachers on approved leave to the Association on or before February 15. Any unpaid leave applied for after March 1st must include intent as to whether the teacher will return, or not return, to work.
- C. The teacher shall be returned to his/her former position if a vacancy exists or to a substantially equivalent position.

14.7 Any teacher who is on unpaid leave pursuant to this article and who desires continuing insurance policies provided by the Board shall be eligible for participating in the program and shall pay the premium for same except as provided under the terms of the Family Medical Leave Act.

14.8 Family Medical Leave

All provisions of this article shall be interpreted so as to comply with the requirements of the Family Medical Leave Act, beginning August 5, 1993, and with such federal regulations that may be issued subsequent to negotiation of this provision. The definitions contained in the Act apply to this article. This leave provision does not operate to limit or reduce leaves provided under other articles of the Master Contract.

A. Eligibility

Teachers employed by the Bay County School Board who have worked for the Board for at least twelve (12) months and have worked at least one thousand two hundred fifty (1,250) hours during the year preceding the start of the leave may be entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period when leave is taken for one or more of the following circumstances:

1. The birth of a son or daughter of a teacher and to care for the child.
2. The placement of a son or daughter with a teacher for adoption or foster care.
3. To care for the spouse, son, daughter or parent of a teacher, if the family member has a serious health condition.
4. The teacher is unable to perform the functions of the position because

of the teacher's own serious health condition.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care at a hospital, hospice or residential medical care facility; or (2) continuing treatment by a health care provider.

In the case of the birth or placement of a child for adoption or foster care, the teacher's entitlement to leave expires at the end of the twelve (12) month period beginning on the date of the birth or placement.

Leave Year: An eligible teacher is entitled to take up to twelve (12) weeks of FMLA leave in any twelve (12) month period to be measured forward from the first date of leave.

Where both spouses work for the Board, their total, combined leave in any twelve (12) month period is limited to twelve (12) weeks if leave is taken for the birth or adoption of a child.

B. Intermittent or Reduced Schedule Leave

Intermittent Leave for Planned Medical Treatment: This leave may be taken when the teacher or the spouse, child or parent of the teacher has a serious medical condition and it is foreseeable that the teacher will need short periods of time off. Intermittent leave may be taken in increments of one or more days or partial days, separated by increments of one or more days or partial days at work.

When medically necessary, intermittent or reduced schedule leave can be taken in cases of a serious health condition, either a teacher's own or that of a family member. Intermittent or reduced leave schedule is not available for the birth or replacement of a son or daughter.

Teachers seeking intermittent or reduced schedule leave based on planned medical treatment are required to produce medical certification outlining the dates and which treatment is expected and the duration of the treatment. Teachers are expected to make a reasonable effort, subject to the health care provider's approval, to schedule treatment so as to not unduly disrupt the Board's operations. Teachers are also required to give the Board through the Personnel Department, thirty (30) days notice or as much notice as is practicable of their intentions.

In the event a teacher requests intermittent or reduced schedule leave due to a family member's or the employee's own serious health condition, the teacher may be transferred by the Board to a temporary alternative job for which the teacher is qualified and which better accommodates the Board's needs and that of the teacher.

C. Notice

A minimum of thirty (30) days advance notice of a teacher's intent to take leave is required when it is foreseeable because of:

1. The expected birth of a baby.
2. The expected placement of a child for adoption or foster care.
3. Planned medical treatment for a son, daughter, spouse or parent with a serious health condition.
4. Planned medical treatment in case of the teacher's own serious health condition.

If leave has to begin in less than thirty (30) days as a result of one of the above referenced circumstances, the teacher still must provide the Board, through its Personnel Office, with advance notice as is practicable.

D. Certification

When leave is requested based on a family member's or teacher's own serious health condition, the teacher must provide, in writing, a medical certification of the condition and the need for leave from the teacher's health care provider within ten (10) days of the written request for leave. The certification must contain:

1. The date the serious health condition began.
2. The probable duration of the condition.
3. The appropriate medical facts regarding the condition which are within the knowledge of the health care provider.
4. Where leave is based on care of a spouse, child or parent, a statement that the teacher is needed to provide the care and an estimate of the amount of time that the need will continue.
5. Where leave is based on the teacher's own serious health condition, a statement that the teacher is unable to perform the functions of his/her job.

6. Where intermittent or reduced leave is sought for planned medical treatment, a declaration from the health care provider stating that this kind of leave is medically necessary, the dates that the treatment is expected to be given and the duration of the treatment.

The certification will be treated as a confidential medical record.

E. Recertification

A teacher who has taken leave because of a serious health condition or that of a family member is required by the Board to obtain subsequent written recertification of the medical condition every five (5) weeks during the duration of the condition. The Board also requires a teacher, or his/her representative, on leave under this provision to report periodically, in writing, at least every month on his/her status and the intention of the teacher to return to work.

F. Restored Employment

Eligible teachers who comply with all of the family and medical leave provisions and who return from family and medical leave have the right to return to the job position that they held when they went on leave, or they may be placed, at the discretion of the Board, in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. (While on leave, eligible teachers will retain all accrued benefits.) Restored teachers returning from family and medical leave, are not entitled to accrue seniority or employment benefits during any period of leave. Restored teachers are not entitled to any right, benefit or position of employment other than any to which they would have been entitled had they not taken leave.

As a condition to restoring a teacher whose leave was based on the teacher's own serious health condition, each returning employee is required to provide, in writing, to the Personnel Department a certification from the teacher's health provider stating that the teacher is able to resume work.

G. Maintenance of Benefits

The Board will maintain group health plan coverage for teachers on family and medical leave for the duration of the eligible teacher's leave. Coverage will be provided on the same level and under the same conditions that coverage would have been provided if no leave had been taken.

In the event a teacher fails to return to work after the period of leave expires, the Board may recover any such premiums the Board paid for coverage during the leave period. Such recovery can be taken from any benefits or wages owed by the Board to the teacher.

In the event, however, that the teacher fails to return to work because of the continuation, recurrence, or onset of a serious health condition of a family member or the teacher's own serious health condition that would otherwise entitle the teacher to take leave, or due to other circumstances beyond the control of the teacher, the Board will not attempt to recover such premium. In this circumstance, the teacher is required to provide in writing to the Personnel Department, a certification from the teacher's health care provider to that effect.

- 14.9 Any combination of leaves shall not result in an employee being off more than three (3) consecutive years.

ARTICLE XV

Calendar

- 15.1 The regular teacher work year will be 196 days, including six (6) paid holidays. The Board may offer extended employment contracts (i.e., Department of Juvenile Justice, Boot Camp) if the position is advertised as such before being filled.
- 15.2 On early dismissal days for students and teachers, teachers will be dismissed ten (10) minutes after student dismissal.
- 15.3 Each teacher will be provided a copy of the calendar each year during preschool.
- 15.4 ABCE will appoint one-fourth (1/4) of the Calendar Committee members.

ARTICLE XVI

Professional Compensation

16.1 The basic salaries of teachers covered by this agreement shall be set forth in Appendix "E" of this Agreement.

16.2 Credit on the salary schedule shall be given a teacher for each year of honorable military service up to a maximum of three (3) years.

16.3 Prior experience shall be granted as follows:

Maximum credit on the salary schedule on Appendix E for each year of full-time public school teaching service earned in the state of Florida or outside the state and for which the employee received a satisfactory performance evaluation. In addition to public school experience teachers will be granted full credit for years taught in an accredited non-public school provided the employee received a satisfactory performance evaluation. (The Bay District School Board will determine the recognition of accredited agencies for private schools.)

This section (16.3) is not retroactive.

16.4 Adjustments to higher salary levels will be made upon submission of an official college transcript reflecting a degree level change. The adjustment to the higher salary shall be included in the paycheck in the month following submission of the appropriate college transcript to the Personnel Department and shall be retroactive to the date of the conferring of the higher degree providing the retroactivity does not go past the beginning of the current fiscal year.

16.5 Extra pay for extra duty positions shall be those as set forth in Appendix F of this Agreement.

16.6 Use of Private Vehicles:

A. Teachers who may be required to use their own automobiles in the performance of their duties, and teachers who are assigned to more than one (1) school per day, shall be reimbursed for all driving done between arrival at the first location at the beginning of their workday and departure from the last location at the end of their workday. The rate per mile shall be the same as provided by Florida Statutes for Public Employees.

B. Teachers who may be required, in the performance of their duties, to travel out of Bay County shall be reimbursed for the use of their private automobile up to a maximum as provided by Florida Statutes for Public Employees, provided other county transportation is not available or rental automobiles are not required. All other expenses (meals, travel, lodging, etc.) will be reimbursed in accordance with the provisions of Florida Statutes for Public Employees. Such reimbursement shall be received by the teacher within thirty (30) days of submitting a complete and accurate request.

16.7 Teachers who have required assignments beyond the normal school workday, except those listed in Article V, Section 8, shall be paid his/her hourly rate based on his/her position on the salary schedule. This shall not apply to positions which are listed in Appendix F.

16.8 (1) A teacher of the Bay District Schools will be paid terminal pay for accumulated sick leave at retirement, in accordance with Deferred Retirement Option Program (DROP) or to his/her beneficiary if terminated by death.

In order to receive benefits under this section the employee must retire and be eligible to receive full or reduced benefits under the retirement criteria of the Florida Division of Retirement of the Department of Administration. The calculation of terminal pay shall not be based on any accumulated sick leave credits in excess of that earned as an employee of Bay District Schools.

Any person entitled to terminal pay benefits shall have been under contract to render services for the pay period immediately preceding retirement or death and shall not be under suspension from duty except for reasons pertaining to health, or have any charges pending which could result in dismissal from employment.

All payments of terminal pay for accumulated sick leave shall be computed by using the daily rate of pay of the employee at the time of retirement, multiplied by the total number of eligible accumulated sick leave days.

- (2) Terminal pay shall not exceed an amount determined as follows:
- (a) During the first three (3) years of service in the Bay District Schools, the applicable daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated sick leave.
 - (b) During the next three (3) years of service in the Bay District Schools, the applicable daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave.

- (c) During the next three (3) years of service in the Bay District Schools, the applicable 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 Bay District Schools, the applicable 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 in the Bay County School System, the applicable daily rate of pay multiplied by one hundred percent (100%) of up to one hundred (100) days of accumulated sick leave. Accumulated sick leave days beyond one hundred (100) will be multiplied by fifty percent (50%) of the teacher's applicable daily rate of pay.

- 16.9
- A. Salaries of teachers employed part-time (less than seven and one-half [7 1/2] hours per day) during the regular school year and teachers employed on additional contracts shall be paid at the hourly rate in accordance with their position on the salary schedule in Appendix E.
 - B. Salaries of teachers employed full-time (at least 7 1/2 hours per day) in summer school programs shall be paid at their annual salary rate (ten [10] month base salary).
 - C. Salaries of teachers employed in curriculum development projects that involve developing, and/or revising curriculum programs or district/school reports and produce a product at the end of the project will be paid at the rate established for curriculum development projects in Appendix E. Projects must be approved by the program administrator prior to the initial meeting. Salaries of teachers employed in special training/staff development projects that have funds expressly for the compensation of participants will be paid the daily rate established in Appendix E.
 - D. Teachers employed in summer school programs shall be paid for forty-five (45) minutes per day for planning and record keeping.
 - E. Instructional personnel under contract to work four (4) or more hours a day, five (5) days a week, for more than one hundred twenty (120) consecutive days will be entitled to benefits available to full-time employees.

16.10 Teachers shall have these options for receiving pay:

- A. Twenty (20) equal semi-monthly installments.
- B. Twenty-four (24) equal semi-monthly installments.
- C. Summer checks will be mailed to teachers if a self-addressed stamped envelope is provided to the school center.

All insurance premiums will be deducted from one's paychecks in twenty (20) equal installments.

Written notice of chosen option must be filed with the county payroll officer on the last day of post-school to be effective for the next school year. Such request will be binding for not less than twelve (12) months.

Direct deposit will be provided for teachers who complete the required forms.

Direct deposit will be required for teachers hired after January 1, 2000.

After July 1, 2000, all new teachers will receive pay in twenty-four (24) equal semi-monthly installments.

ARTICLE XVII

Insurance/Benefits

- 17.1 The Board shall provide basic comprehensive, hospital-medical-obstetrical, major medical, group life insurance protection for a twelve (12) month period. The Board shall pay a maximum for the 2003 calendar year of three thousand two hundred thirty-seven dollars (\$3,237.00) for such coverage. (Group health \$3,123.00 Plans 117 and 317, group life \$114.00) The teacher shall be responsible for paying any additional dollar increase above the Board contribution.

Plans for additional coverage will be made available to the teacher at his/her expense.

- 17.2 The Board shall make available through payroll deduction, tax deferred annuity programs to all teachers in the district. Such programs shall be selected by the teacher choosing to participate.
- 17.3 The Board shall provide the Association with a payroll deduction slot for offering benefits and other programs to teachers.

The only obligation for the Board is the payroll deduction as designated by the employee through Public Employee Service Company (PESCO). The form used by PESCO must be approved by the Bay District's Business Office.

- 17.4 A FICA Alternative Plan for terminal pay will be provided to teachers.

ARTICLE XVIII

Miscellaneous

- 18.1 This Agreement between the Board and the teachers, represented by the Association, may be changed, added to, deleted from, or modified only through negotiated, written and signed amendments to this Agreement.
- 18.2 If any provisions of this Agreement or any application of this Agreement to any employee is held to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 18.3 Any individual contract between the Board and an individual teacher shall be made expressly subject to the terms of this Agreement.
- 18.4 All policies adopted by the Board shall be posted in each facility prior to implementation of said policy.
- 18.5 The provisions of this Agreement shall become part of the established policies of the Board. Board policies which affect wages, hours, terms and conditions of employment shall not be inconsistent with this Agreement.
- 18.6 The Board agrees to comply with Title VII of the Civil Rights Act of 1964 with regard to equal employment opportunity for all professional employees.
- 18.7 Each school center shall have one copy of the School Board Policies for each ten (10) teachers or major portion thereof, available in the school library for checking out to teachers. The current policies will be placed on the District web site.
- 18.8 The Board agrees that it will not, during the period of agreement, officially adopt nor implement any term or condition of employment which conflicts with the provisions of this Agreement or Florida Statutes.
- 18.9 Teachers shall not be required to attend meetings for which the purpose of said meeting is solicitation.

ARTICLE XIX

Performance and Academic Freedom

- 19.1 The personal life of an employee is not an appropriate concern or attention of the Board except as it may directly affect the employee's performance of properly assigned functions.
- 19.2 Employees shall be entitled to full rights of citizenship.
- 19.3 Within the limitations of the Sunshine State Standards, teachers shall have freedom to exercise professional judgment in planning learning experiences for their students. Each teacher shall conduct his/her classroom in a manner consistent with the Code of Ethics of the Education Profession in Florida. Materials selected to support learning activities shall be chosen based on their contribution to students' attainment of the objectives established for each course in the Sunshine State Standards.
- 19.4 The facility manager shall have the final authority in all disputes relative to the types of learning experiences and materials used to support learning activities within each facility.

ARTICLE XX

Haney Technical Center And Haney Technical High School

- 20.1 Because of the unique requirements for Adult Education and vocational programs/courses, it is agreed that the Haney administration and program instructors shall develop a specific calendar for each program/course to include a beginning date for pre-school planning, holidays and ending time.
- 20.2 The Haney workday for individual teachers shall not exceed the total hours specified for elementary/secondary teachers.
- 20.3 Each full-time teacher shall have one preparation/conference period per day of not less than fifty-five (55) minutes. All full-time teachers will be provided no less than a twenty-five (25) minute lunch period.
- 20.4 A. Teacher contracts, for courses which extend beyond the normal school day for students in a regular elementary or secondary school, may be issued by the Board in accordance with Article 16.9
- B. Teachers may be employed on part-time conditional annual contracts by the School Board. Such contracts will be issued for a specific period of time and may be terminated based on the teacher's lack of certification, student enrollments which fail to meet the guidelines specified in the employment, or for just cause as provided in Section 231.36 (1)(a), Florida Statutes. Teachers employed as part time adult and post secondary technical positions may be recommended for the same courses for the coming year on an annual contract basis. Any new part-time positions or vacated part-time positions must be advertised and hired in accordance with Article X.

- 20.5 Each part-time contracted teacher of three (3) hours or more shall have a preparation/conference period of not less than thirty (30) minutes per day.
- 20.6 When summer employment for adult education and adult vocational programs continue beyond the regular school year, the current program/course instructor(s) shall have the option of continuing as instructor(s) for the summer term. Should the current instructor(s) not choose to teach the summer term, the procedures for summer employment specified in Article XXVIII will follow.

ARTICLE XXI

Shaw Adult School

- 21.1 Because of the State requirement for Adult Education courses, it is agreed that Shaw administration and course instructors shall develop a specific calendar for each course to include a beginning date for preschool planning, holidays, and ending time.
- 21.2 The Shaw workday for individual teachers shall not exceed the total hours specified for elementary/secondary teachers.
- 21.3 Each full-time teacher shall have one preparation/conference period per day of not less than fifty-five (55) minutes. All full-time teachers will be provided no less than a twenty-five (25) minute lunch period.
- 21.4 A. Teacher contracts, for courses which extend beyond the normal school day or school year for students in a regular elementary or secondary school, may be issued by the Board in accordance with Article 16.9.
- B. Teachers may be employed on part-time conditional annual contracts by the School Board. Such contracts will be issued for a specific period of time and may be terminated based on the teacher's lack of certification, student enrollment which fail to meet the guidelines specified in the employment contract, or for just cause as provided in Section 231.36 (1)(a), Florida Statutes. Teachers employed as part-time adult and post secondary technical positions may be recommended for the same courses for the coming year on an annual contract basis.
- 21.5 Each part-time contracted teacher of three (3) hours or more shall have a preparation/conference period of not less than thirty (30) minutes per day.

ARTICLE XXII

Political Activity

- 22.1 All teachers shall have the liberty of political action when not engaged actively in their employment provided such action is within the laws of the United States of America and the State of Florida.
- 22.2 The right of all teachers to work and to vote for the party and candidates of their choice shall never be questioned, abridged or denied when not actively engaged in their employment.
- 22.3 All teachers shall be free from political domination or coercion.
- 22.4 Political materials may be used for instruction provided the materials selected shall be based on their contribution to the students' attainment of the objectives established for each course in the established curriculum guides and county comprehensive educational plan. Teachers shall not use school privileges for private and political gain or to promote political candidates for partisan political activities.

ARTICLE XXIII

Management Rights

- 23 The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district and its employees to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set the standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons.

ARTICLE XXIV

SICK LEAVE POOL

- 24.1 All full-time instructional employees shall be eligible for voluntary participation in the sick leave pool after one (1) year employment in Bay County, provided such employee has accrued a minimum of five (5) sick leave days.
- 24.2 Participating employees shall make equal contributions to the sick leave pool.
- A. One (1) day shall be contributed in the first (1st) month of eligibility.
 - B. An additional day shall be contributed each time the balance of days in the sick leave pool falls below twenty-five percent (25%) of the number of members in the sick leave pool.
 - C. In the event a member does not have a day of sick leave to contribute to the pool, one (1) day will be taken or contributed as soon as that day becomes available.
- 24.3 A participating employee who chooses to withdraw from participation in the sick leave pool shall not be eligible to withdraw any sick leave days already contributed, and withdrawal from the pool will not be effective until one (1) pay period after the employee submits written notice to the Personnel Department of his/her intent of withdrawal.
- 24.4 Any sick leave time drawn from the pool by a participating member must be used for the instructional employee's personal catastrophic illness, accident, or injury, excluding workers' comp, that keeps an employee temporarily off the job.
- A. Sick leave pool days are not intended to be used in place of disability retirement.
 - B. Sick leave pool members are not eligible for benefits for a pre-existing condition.
 - C. Sick leave pool days shall not be used for an employee who is on unpaid leave of absence.
- 24.5 Participating employees shall be eligible to draw three (3) ten (10) day increments from the sick leave pool for any one (1) illness, injury, accident or complication thereof during one (1) school year.
- A. A maximum of thirty (30) sick leave days per year may be utilized. Exceptions may be considered at the discretion of the Sick Leave Pool

- Committee.
- B. A school year shall be defined as the fiscal year employed by the school district.
 - C. Employees may draw no more than sixty (60) sick leave days during his/her entire membership period.
- 24.6 Each application for ten (10) days shall be accompanied by a physician's statement, including the doctor's description in lay terms of the condition.
- A. Photostatic copies of the doctor's statement will be accepted.
 - B. A certificate from a second doctor attesting to the member's illness or accident may be required.
- 24.7 A participating employee shall not be eligible to use sick leave from the pool until all of his/her sick leave has been depleted.
- A. Application for sick leave days must be made within ten (10) working days after the sick leave is depleted.
 - B. The employee will be eligible to draw from the pool only after the member has been absent for ten (10) continuous working days without pay. Sick leave days would become effective on the eleventh (11th) day of absence.
 - C. Applications for extension must be submitted prior to the expiration of the sick leave pool days.
- 24.8 Participating employees withdrawing sick leave days shall not be required to replace those days except as a regular contributing member to the sick leave pool.
- 24.9 The Sick Leave Pool Committee will consist of seven (7) members who are appointed annually. Five (5) of the members shall be appointed by the ABCE President. The Superintendent shall appoint the remaining members. (One person from the Personnel Department will be a non-voting member of the committee).
- A. The committee shall establish procedures for identifying and recording contributions to and withdrawals from the sick leave pool. The procedures shall be reviewed annually.
 - B. Periodic notification of the status of the pool shall be reported to members.
 - C. Immediate notification shall be given if additional days are levied to replenish the pool.
 - D. The committee shall review each request from the members to preclude abuse or misuse of the days in the sick leave pool and monitor the member's responsibility in using his/her own personal sick leave.

24.10 The Sick Leave Pool Committee shall make the final decision in awarding sick leave days from the sick leave pool.

ARTICLE XXV

Retirement Bonus

- 25 A teacher who would be eligible for the first time to retire under either state retirement system shall have ten percent (10%) of his/her annual salary, excluding supplements, added to his/her annual salary provided that he/she, (1) completes the necessary procedures through the Personnel Department and, (2) he/she exercises his/her retirement privileges and resigns at the end of a grading period, semester or year of the first year in which he/she becomes eligible to retire under Florida Statutes and to begin immediately to draw benefits. When requested by the teacher, payment will be made at the same time as the running of his/her final check.

Further, to be eligible to "retire" and further be eligible for the retirement bonus, the following requirements must be met:

- A. Florida Retirement System (FRS) members will qualify under one of the categories below:
1. Must have thirty (30) or more years service. This total may include any creditable service that the member is eligible to claim: i.e., out-of-state, military service and creditable leaves.
 2. Must be 62 years of age and have at least six (6) years of service.
- B. Teacher Retirement System (TRS) members will qualify under one of the five categories listed below:
1. Plan A - members must have at least ten (10) years service and reach age sixty (60).
 2. Plan B - members must have at least ten (10) years service and reach age fifty-five (55).
 3. Plan C - members must have at least ten (10) years service and reach age fifty-five (55).
 4. Plan D - members must have at least twenty-five (25) years service and reach age fifty (50).
 5. Plan E (a) - members employed in Florida before July 1, 1963, with ten (10) or more years service, would be eligible at age sixty (60).
Plan E (b) - members employed in Florida after July 1, 1963, with ten (10) years or more service, would be eligible at age sixty-two (62).
- C. Teachers who would otherwise have been eligible for the bonus described

above shall be granted this bonus if they become eligible for a disability retirement benefit at any time during the school year.

Under Plan A through Plan E, any teacher who has thirty (30) years of service under TRS, regardless of age, would be eligible for the bonus.

Upon the request of the employee, it shall be the Personnel Department's responsibility to determine the employee's first year of eligibility for retirement; and it will be the employee's responsibility to meet the requirements set forth above for collection of the bonus.

ARTICLE XXVI

Drug Free Workplace

26 The Bay County School Board's policy is to provide a drug free workplace in which employees are free from use of illegal drugs and abuse of alcohol. Any employee determined to be in violation of this policy is subject to disciplinary action as outlined below.

A. In the event the supervisor believes a violation exists, he/she:

- (1) Shall counsel privately with the employee regarding the situation.
- (2) Shall obtain the opinion of a second supervisor.
- (3) If supervisor(s) concur, the employee may be removed from work that day and
 - (a) be sent home,
 - (b) be counseled to a medical facility,
 - (c) be counseled to a rehabilitation facility, or
 - (d) be counseled to an Employee Assistance Program, if available.

In such events, the employer will provide safe transportation.

- (4) In the event that such behavior reoccurs, progressive discipline will be used, unless a severe circumstance is involved.

B. The Bay County School Board will maintain federal and state constitutional rights of all employees. Supervisors with reasonable suspicion to believe that an employee is using an illegal drug and/or using alcohol, may require a drug and/or an alcohol screening test.

C. Convictions

Any employee convicted for a violation occurring in the workplace must notify the District School Superintendent of any criminal drug statute conviction in the workplace no later than five (5) days after the conviction. The appropriate federal agency will be notified within ten (10) days after receiving notice from the employee or otherwise of receiving actual notice of such conviction. The District will take one of the following actions within thirty (30) days of such conviction.

- (1) Take appropriate personnel action against an employee, up to, and including termination.
- (2) Require such employee at the employee's expense, to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by federal, state or local health, law enforcement or other appropriate agency.

D. The School Board shall provide a drug free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's (School Board) workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (2) Establishing a drug free awareness program to inform employees about...
 - (a) The dangers of drug abuse in the workplace.
 - (b) The grantee's (School Board) policy of maintaining a drug free workplace.
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
- (4) Notifying the employee in the statement required by paragraph A, as a condition of the employment under the grant, the employee will abide by the terms of the statement.

ARTICLE XXVII

Safety and Health

- 27.1 The Board will continue to make every reasonable effort to provide and maintain safe work conditions. The Association will cooperate in these efforts and encourage teachers to work in a safe manner.
- 27.2 The Board agrees to notify the Association of any “lost time” accident(s) that involves teachers through the Association’s District Workplace Safety Committee representatives. Notification will include information about the location, non-confidential circumstances, and nature of the injury sustained by teacher(s). The Board will make a recommendation for corrective measures to prevent a recurrence of the same accident and the means to prevent another teacher from experiencing the same accident in the future.
- 27.3 Any teacher assigned to a job that he/she has reasonable basis to believe will be dangerous to life, limb, or health will immediately report the circumstances to his/her immediate supervisor, if readily available, or any other supervisor in the vicinity who upon such notice, shall immediately check out the situation before requiring the teacher to carry out the work assignment.
- 27.4 The Board agrees that all district vehicles that transport teachers shall be maintained in a safe operating condition. Such vehicles shall be equipped with passenger-type seats and necessary safety equipment.
- 27.5 Three (3) representatives from the Association shall serve on the district’s Workplace Safety Committee. In addition, at least one Association Representative will serve on all safety committees operating at the facility level.
- 27.6 The Association agrees to encourage all teachers to report all accidents immediately, as required by existing regulations.
- 27.7 A copy of the annual safety report will be made available to the Association along with any reports completed by another governmental agency as a result of an investigation if those reports are made available to the Board.
- 27.8 The Board will make available to the Association any inspection report by governmental agencies regarding safety and health.
- 27.9 Teachers who are temporarily unable to perform their regular assigned duties because

of illness or injury, but who are capable of returning to or remaining in a light duty status, may be detailed to work assignments compatible with their physical condition.

ARTICLE XXVIII

Summer Employment

- 28.1 In selecting teaching staffs for summer programs, employment shall be offered to teachers who:
- a. are certified in the subject area(s) and are on continuing contract or professional services contract
 - b. are certified in the subject area(s) and are on annual contract
 - c. are out-of-field in the subject area(s) and are on continuing contract or professional service contract
 - d. are out-of-field in the subject area(s) and are on annual contract
- 28.2 When professional qualifications are substantially equal among applicants for summer school positions, district seniority will prevail.

ARTICLE XXIX

Term of Agreement

This Agreement, signed by the parties on _____, shall have a duration extending from July 1, 2002 through June 30, 2005. This contract will be reopened annually to renegotiate salaries, benefits and supplemental pay. The parties may also negotiate any area mutually agreed upon by both parties.

ASSOCIATION OF BAY COUNTY
EDUCATORS

BAY DISTRICT SCHOOL BOARD

President

Chairman

Executive Director

Superintendent

Chief Negotiator

Chief Negotiator