



**COLLECTIVE BARGAINING  
AGREEMENT**

**Between**

**THE SCHOOL DISTRICT OF  
PALM BEACH COUNTY, FLORIDA**

**July 1, 2002 - June 30, 2005**

**and**

**PALM BEACH COUNTY  
CLASSROOM TEACHERS  
ASSOCIATION**

**PREAMBLE**

This comprehensive Agreement has been negotiated by and between the School District of Palm Beach County, Florida, and the Palm Beach County Classroom Teachers Association (CTA). The Agreement was ratified by CTA on September 6, 2002 and was approved by the Board on September 9, 2002.

Unless otherwise provided herein, this Agreement shall be effective when ratified by both parties and shall continue in full force and effect through June 30, 2005. The parties agree that this Agreement incorporates by reference all written understandings between the parties entered into prior to the effective date of this Agreement unless the parties agree in writing otherwise. During this agreement, either party may reopen the contract as follows: In April of the first year of this agreement either party may reopen Article VIII, Section A - Salary/Appendix A - Performance-Based Salary Schedule, two (2) additional Appendices, and select five (5) additional items (Sections) each to negotiate. In April of the second year of this agreement either party may reopen Article VIII, Section A - Salary/Appendix A - Performance-Based Salary Schedule, two (2) additional Appendices and select four (4) additional items (Sections) each to negotiate.

The parties agree that nothing herein prohibits the opening of negotiations in 2005 for a successor Agreement prior to the expiration of this Agreement and that nothing herein prohibits the Association from negotiating with the District during 2003 for a January 1, 2004 implementation date, unless agreed to otherwise, on health and other benefits in coalition bargaining with other employee organizations recognized by the School Board.

IN WITNESS WHEREOF, the aforementioned parties have hereto executed the Agreement on the 9<sup>th</sup> day of September 2002.

PALM BEACH COUNTY  
CLASSROOM TEACHERS ASSOCIATION

THE SCHOOL DISTRICT OF  
PALM BEACH COUNTY, FLORIDA

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Negotiations Chairman

\_\_\_\_\_  
District Negotiator

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Chief Personnel Officer

\_\_\_\_\_  
General Counsel

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<b>ARTICLE I - GENERAL</b>	
<b>SECTION A - DEFINITIONS</b>	

The following list of terms will be used frequently in this Agreement and whenever they are used will refer to the definitions described below unless otherwise stipulated.

1. "EMPLOYEE" All certificated personnel approved by the Public Employees Relations Commission (PERC) to be members of the bargaining unit.
2. "ASSOCIATION" The Palm Beach County Classroom Teachers Association, the bargaining unit and its duly authorized representative(s) or agent(s).
3. "SUPERINTENDENT" The Superintendent of Schools of Palm Beach County, Florida, or his/her designee.
4. "AREA SUPERINTENDENT" The administrative head, or his/her designee, of a geographic region of schools as determined by the Superintendent and/or School Board.
5. "PRINCIPAL" The employee's school Principal or other immediate supervisor, as applicable, or his/her designee.
6. "BOARD" The School Board of Palm Beach County, Florida, its administrative officers or agents.
7. "SCHOOL SYSTEM" or "DISTRICT" or "COUNTY" The School District of Palm Beach County, Florida.
8. "PUBLIC EMPLOYEES RELATIONS ACT (PERA)" Chapter 447, Part II, Florida Statutes.
9. "PUBLIC EMPLOYEES RELATIONS COMMISSION (PERC)" The PERC Commission created under F. S. 447.205.
10. "DAY" Unless otherwise specified in this Agreement, "day" shall mean teacher work day.
11. "FEDERAL MEDIATION AND CONCILIATION SERVICE (FMCS)"
12. "AMERICAN ARBITRATION ASSOCIATION (AAA)"
13. "AGREEMENT" A Collective Bargaining Agreement or Contract as provided in F. S. 447.
14. "INTERIM EMPLOYEE" An employee who is filling in for another employee who is on an approved leave of absence (see Article III, Section O) or who is otherwise employed in keeping with Article IV, Section B (1) of this Agreement.

## **SECTION B - RECOGNITION**

1. The Association recognizes the Board as the elected representative of the people of Palm Beach County and the legally constituted authority responsible for the operation of the County School System.
2. The Board recognizes the Association as the sole and exclusive negotiations representative of all certificated non-administrative personnel as defined herein. The bargaining unit shall be defined as set forth by the Public Employees Relations Commission in Case #8H-RA-754-1063, Certificate #24, Certification of Representative Following Recognition Acknowledgment, and Order to Negotiate, issued by the Public Employees Relations Commission on April 24, 1975, as modified by PERC Order #82M-373 dated November 17, 1982 to wit:

INCLUDED:

Area Primary Specialist  
Area Primary Diagnostician  
Bilingual Coordinating Teacher  
Coordinating Teacher  
Coordinating Teacher - Title XX  
Audiologist, Special Education  
Specialist, Physical/Occupational Therapy  
Special Education Staffing/IEP Specialist  
Educational Diagnostician  
Permanent Substitute Teacher  
Central Media Specialist/Professional Librarian  
Senior High School Counselor  
Junior High/Middle School Counselor  
Elementary School Counselor  
Specialist for Student Activities  
Primary Resource Teacher  
Program Specialist, Florida Diagnostic/Learning Resource System  
Special Education Resource Teacher/Parent Liaison  
Specialist in School Psychology  
Dean  
Human Relations Counselor I  
Human Relations Counselor II  
Area Mathematics Consultant  
Reading Consultant  
Reading Clinician  
Teacher Coordinator, Executive High School Internship Program  
Media Specialist

The parties agree to jointly petition the Florida Public Employees Relations Commission (PERC) for a unit clarification to substitute the above listed "included" positions with the following:

Teacher Elementary/Secondary (includes Middle School)  
Audiologist/Special Education

Coordinating Teacher, Title XX

Guidance Counselor

Homebound Teacher

Occupational Specialist

Resource/Parent Liaison

School Psychologist

Media Specialist

Student Services Counselor

Permanent Substitute Teacher

Speech Pathologist

Expert -In-the-Field

Any other position in the bargaining unit approved by management and with an approved job description as of August 27, 1993, and Interim Employees filling any of the above listed positions.

If such petition is granted by PERC, the parties agree that the list beginning with "Area Primary Specialist" will be automatically substituted with the list beginning with "Teacher Elementary/Secondary (includes Middle School)."

EXCLUDED:

Central Primary Teacher

Curriculum Development and Implementation Specialist

Specialist in Accountability

Specialist in Evaluation and Test Development

Specialist in Testing

Specialist Statistician

Specialist, Special Education

Adult Basic Education Specialist

Resource Specialist for Exceptional Adult Education

Community Instructional Services Specialist

Coordinator of Guidance Services

Specialist in Health Services

Specialist in Effective Education

Media Specialist Processing

Instructional Support Specialist, Fine Arts

ITV Programming Specialist/Manager



Specialist, Agriculture and Part-time Programs  
Specialist, Home Economics and Health Occupations  
Specialist, Manpower Occupational Training  
Specialist, Vocational Education Staff Development  
Specialist, Vocational Education  
Specialist in Special Education, Vocational Services  
Special Education Area Coordinator  
Community Resources Specialist  
ESEA Title I Regular/Title I Migrant Consultant  
Specialist, ESEA Title I Regular/Title I Migrant Project  
Artists-In-Residence

3. See Appendix L.
4. The Board and the Association subscribe to the principle that differences shall be resolved by peaceful and appropriate means.

### **SECTION C - DISCRIMINATION**

1. The parties agree that the provisions of this Agreement regarding such items as training, assignment, promotion, transfer, discipline or termination shall be applied without regard to race, creed, color, religion, national origin, age, gender, personal life style (including sexual orientation), domicile, marital status, political beliefs, disability or membership in the Association.

### **SECTION D - MANAGEMENT RIGHTS**

The Board hereby retains and reserves unto itself, the Superintendent, the Principals and other administrative personnel of the School System, all powers, rights, authority, duties and responsibilities, and the exercise thereof, as conferred upon and vested in them by the Constitution and the Law and the Regulations of the United States and of the State of Florida, and the policies of the School Board of Palm Beach County, in keeping with provisions of this Agreement.

### **SECTION E - SAVINGS**

If any Section of this Agreement is invalidated by statutes or court order, then only said Section shall be invalidated. At the request of either party, such invalidated Section shall be reopened for negotiations. If the parties are unable to resolve the invalidated Section within twenty (20) days of the commencement of negotiations and such Section is a mandatory subject for bargaining, the parties agree to abide by the provisions of Chapter 447, F. S., concerning said invalidated Section, unless the parties mutually agree to an alternative dispute resolution procedure.

### **SECTION F - NEGOTIATIONS PROCEDURE**

1. Representation
  1. Members of the Board or their designated representatives and representatives named by the Association

shall meet for the purpose of negotiating an Agreement. Neither party will attempt to exert any control over the other's selection of its representatives.

2. Consultants may be called upon by either party at their own expense and utilized in the negotiations of any matter being considered by the representatives of the parties.
3. No adverse action of any kind shall be taken by the Board or by any members of the Administration against any employee, or by the Association or any employees against the Superintendent or the Board, by reason of participation in negotiations.

## 2. Requests for Negotiations

1. The parties agree that negotiations shall take place on a date mutually agreed to by the parties, but no later than April 15, in any year the contract is to expire. However, if the revenue picture is unclear for the coming school year, the negotiations shall be extended for that period of time necessary to receive reasonable accurate data for revenue projections and to reach agreement on salaries and other cost items.
1. A list of all items to be negotiated shall be submitted by each party to the other during the first bargaining session which will be conducted no later than April 15, unless a later date is mutually agreed to by the parties. At the meeting immediately following submission of the list of items, both parties shall submit complete written proposals for their items. This second meeting shall be conducted no later than May 1, unless a later date is mutually agreed to by the parties.

All items in the current comprehensive Agreement shall automatically be considered as items on the table. Items on which the parties continue to agree shall be initialed as tentative agreement. Meeting times shall be agreed upon by the negotiating teams as may be necessary to complete negotiations on matters under consideration. An unreasonable delay by either party shall be considered a breach of good faith. Meetings, by mutual agreement, shall be scheduled during the normal work day whenever possible; and release time, without loss of pay, shall be arranged when meetings are held while school is in session.

3. Administration of this Agreement - The parties agree that the President of the Association or his/her designee(s) and the Superintendent or his/her designee(s), will develop a schedule to meet at reasonable times and frequency, not less than twice each month, to review problems which may arise out of the administration of this Agreement, or changes in program which call for procedures or policies in conflict with this Agreement. Except as otherwise provided in this Agreement, upon advising and receiving approval of their constituency, legislative or authoritative bodies, the Association and the Superintendent may, by mutual agreement, alter in writing the terms of this Agreement. Waivers of Sections of this Agreement are temporary and are covered elsewhere in this Agreement.
4. Exchange of Information - The parties agree to furnish to each other, upon reasonable request, at least one (1) copy of such information as is requested by the other for developing intelligent, feasible and constructive proposals in behalf of teachers, students and the school system. Likewise, this information shall include but not be limited to, complete and accurate financial reports, individual and group insurance premiums and experience figures, and budgets for the past three (3) years which indicate the tentative budget for the next school year at the time the board receives it. In addition, the Board will furnish information on the number (FTE) and level of teachers on the salary schedule and their matching benefits, on request of the Association.
5. Authorization - Both negotiating teams involved in negotiations shall be empowered to reach tentative

agreement without having to refer each proposal back to the Association or the Board. Not being able to negotiate in this manner shall be considered a breach of good faith.

## **SECTION G - NON-REAPPOINTMENT/RESIGNATION**

1. Non-Reappointment - In the event an Annual Contract employee is non-reappointed and was given an annual overall satisfactory evaluation, he/she will be considered released without prejudice with regard to making re-application, not with regard to selection and hiring. Those employees, therefore, may reapply at anytime after their non-reappointment.
2. Resignation - In the event any employee resigns, he/she may reapply after one (1) full semester has passed. If an employee resigns while on a District Assistance Plan or has been recommended by letter to be placed on a District Assistance Plan, if rehired, the employee shall be placed on a District Assistance Plan.

## **ARTICLE II - RIGHTS AND RESPONSIBILITIES**

### **SECTION A - RESPONSIBILITIES**

1. Employees are expected to serve on school committees, self-evaluation and accreditation committees, attend meetings, workshops, open houses and teacher-parent conferences and to otherwise assist in the smooth functioning of a school center in compliance with F. S. 231.09 dealing with the duties of instructional personnel. Such service shall be voluntary if it would require an employee to give-up part or all of his/her planning period during the workday or to work hours outside the contractual day except as provided in Article II, Section S or in Article III.
2. Employees shall assume reasonable responsibility for the safe return of all school property placed in their care. Nothing herein shall be construed to require unreasonable record keeping or unreasonable accountability, particularly where students use and may damage equipment, when adequate secure storage is not available, where several persons may utilize the same room, and similar circumstances. Any charge made for lost or damaged items shall be at appropriate depreciated value. Accidental damage or theft shall be excluded from charges. Any employee who believes he or she is charged for an item unjustly may appeal the charge through the grievance procedure of this Agreement.
3. Employees shall use diagnostic test results and other pertinent data and information as a basis for decision-making relative to school-wide improvement activities as well as to assist in planning the instructional program.
4. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for approved annuities, Teacher Credit Union, United Way, district insurance plans, and other deductions as approved by the Board.
5. Employees shall normally restrict their use of the school's telephone. Only in an emergency or a need situation shall they make or receive telephone calls while in charge of students. Employees may make other calls when they are on released time, planning time, or other times when not in charge of students. After consulting with the school's Employee Building Council (EBC) the Principal shall designate telephones and lines that may be used by employees.
6. Employees shall be permitted, when they are not scheduled for a prior specific activity, to leave school at the time their students do in order to keep necessary medical/dental appointments, or other appointments approved

by the Principal. Prior arrangements shall be made with the Principal. This provision shall be used by employees only when other arrangements are not practicable or not possible. The Principal will act in a fair and reasonable manner when granting or denying permission for employees to leave school at the time their students leave.

7. The employee shall have the right and responsibility to determine grades within the grading policy of the Palm Beach County School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. Only in justified cases shall a Principal change a mark/grade without the employee's consent and only then with the approval of the Area Superintendent based on such justification. In either case, any mark/grade change requires two (2) signatures on a form indicating the change and the reason for the change. If initiated by an employee, approval of the Principal must be obtained. If initiated by the Principal, approval of the employee or the Area Superintendent must be obtained. Except during those times when the employee is not on duty between school sessions, the employee shall be consulted prior to the initiating of any mark/grade change by the Principal, but in any event be notified in writing by the Principal of the mark/grade change.

## **SECTION B - PERSONNEL FILES**

1. No item except standard forms of the personnel and business offices shall be placed in the employee's personnel file in the central office unless the employee receives a copy of the document. All such documents placed in the employee's file shall be identifiable as to source and a date when the document was received by the filing office. No such materials may be placed in an employee's personnel file unless they have been reduced to writing within forty-five (45) days, exclusive of the summer vacation period, of the district's administration becoming aware of the facts reflected in the materials. No item can be used against or to the detriment of an employee unless it is in his/her personnel file.
2. An employee may, after receipt of such filed document, file a statement of reaction to that item. The employee shall provide a copy to the personnel office, and such copy shall be placed in the employee's personnel file. The Personnel Department shall acknowledge in writing receipt of such statement of reaction. Any statement of reaction shall be affixed to the original item in the employee's personnel file.
3. An employee at any reasonable time may examine his/her personnel file. An administrator or designee must be present when the file is reviewed. An employee may request and receive at district expense a reproduction of any item in his/her personnel file which does not contain the employee's signature. An employee may request and receive at the employee's expense (in accordance with Florida State Statute, Chapter 119), a reproduction of any item in his/her personnel file which contains the employee's signature.
4. The employee may request that a representative of the Association accompany him/her at any time the file is being reviewed by the employee. On written and signed authorization, the employee may permit any designated person to examine the file without the employee being present.
5. Unless an employee leaves without notice, no documents or other material may be added to an employee's personnel file after the last day of employment, except for regularly required forms and records that might be connected with termination.
6. The placement of any item in the personnel file of an employee which violates this Agreement or which is incomplete or inaccurate shall be subject to the grievance procedure of this Agreement, to have such item removed from the personnel file. If it is decided that the item is to be removed and the item is contained on paper or other hard copy, the item will be expunged from the file, destroyed and be of no use whatsoever. If

the item to be removed is electronically filed or filed on film, the item will be blocked from view permanently and be of no use whatsoever. In either case, the removed/blocked item will not be used to the detriment of the employee.

7. Upon receipt of the written request of an employee, any item or notation in an employee's personnel file which reflects adversely upon that employee and has been in said file for two (2) years, shall be removed if the employee has not repeated the action/inaction which led to the filing of the original adverse action within such two (2) year period of time. Exceptions to this provision are when the item or notation constitutes material specifically required to be maintained in the employee's personnel file by law and/or by rules and regulations of a State Agency.
8. An employee shall be notified in writing each time someone seeks any personnel information concerning such employee which is not of a routine administrative nature. The notification shall include who requested the information, what information was requested and when the request was made.

### **SECTION C - EMPLOYEE FACILITIES**

Each school shall have, or shall have on priority one (1) requisition, the following equipment and facilities:

1. A bookshelf or cabinet in each classroom or office for the exclusive use of each employee, where employees may store instructional materials and supplies.
2. A furnished room which shall be reserved for the use of employees as a faculty lounge. Although employees shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
3. Where space is available, a room or area furnished with tables and chairs shall be provided for use as a workroom.
4. A serviceable desk, chair and filing cabinet in each regular classroom.
5. Copies, exclusively for each employee's use, of all texts used in each of the courses he/she is to teach for that period of time that the text is in use by the students in his/her class. Purchase orders which order new, and/or additional texts, shall include an adequate number of teacher editions for the exclusive use of affected employees.
6. Chalkboard space in every regular classroom and a portable chalkboard for use in other than regular classrooms.
7. A dictionary in every classroom where requested.
8. A "regular classroom" shall be interpreted to exclude shops, laboratories, gymnasiums, cafeterias, field houses, and similar rooms and spaces. Employees using these spaces shall be provided with the items in paragraph four (4) if they have no regular classroom assigned to them.
9. It is the intent of the Board to minimize, where possible, employees being given floating assignments. All floating assignments will be reviewed by the Principal and Employee Building Council annually. Each floating employee (employee with no exclusively assigned regular classroom) shall be provided a desk, file cabinet, and suitable storage space.

10. A photo-copying machine(s) will be available for the educational use of the employees covered by this Agreement at each school. Employees will be permitted to use said machine(s) to provide sufficient copies of materials as may be determined by the employee to be adequate for their classes/students and professional use. The building Principal has the authority to monitor the number of copies being made by an employee and to investigate whether or not an employee is abusing this provision. If an abuse is determined, the Principal may take actions to curtail such abuse.

#### **SECTION D - VENDING MACHINES IN EMPLOYEE'S LOUNGES**

At a faculty meeting during the preschool period, a majority of employees shall determine the purposes for which any profits from vending machines in employee's lounges and workrooms will be spent. An accounting of such funds shall be provided to employees and upon written request, to the Association. Employees may be expected to maintain such machines.

#### **SECTION E - PAYROLL DEDUCTIONS**

1. The Board and the Association agree that payroll deduction services which are within the control of the Board and accruing to employees, shall continue through this Agreement. The specific deduction types are: Credit Union, Tax Sheltered Annuities, Health Insurance, United Way, Income Protection, additional Life Insurance, and any IRS Section 125 plan(s) which may be agreed to by the parties.
2. Unless stated to the contrary in other Sections of this Agreement, the amount deducted from the employee's salary shall be voluntary and no charge shall be made to the individual employee for these payroll deduction services.
3. Payroll deduction for the Association dues is provided for under "Association Rights and Privileges" located elsewhere in this Agreement.
4. Payroll deductions for child support as required by Florida Statutes shall be deducted when mandated by the appropriate legal authority.
5. In the event the District has mistakenly overpaid an employee, such overpayment shall be brought to the attention of the employee. In no case shall the payback be less than \$25.00 per pay. Normally the payback time shall be equal to the time the overpayment error occurred, unless a large amount is involved in which case the parties shall mutually agree to a reasonable payback plan. If no mutual agreement can be reached, the District may institute a reasonable payback plan. As used in this paragraph, the word "reasonable" may be grieved through the grievance procedure of this Agreement starting at STEP TWO.

#### **SECTION F - EMPLOYEE AUTHORITY AND PROTECTION**

1. Discipline is the responsibility of all administrators, employees, and other personnel in the school. The Board recognizes its responsibilities to give support and assistance to employees with respect to the maintenance of control and discipline in the classroom.
2. Student discipline is based upon the premise that students must adhere to the Student Code of Conduct of their respective school, to conform to other regular and special rules, regulations and established routines of the school, and to comply with reasonable instructions from all employees.

3. The Student Code of Conduct and disciplinary procedure shall be provided to all employees during the preschool period by school center Principals.
4. Employees and administrators jointly assume the responsibility for taking a positive approach to discipline and to maintain constructive class/student control. An employee may impose prudent class/student discipline consistent with the school's Student Code of Conduct and disciplinary procedure and may take other prudent actions as may be necessary to protect himself/herself from attack or to prevent injury to another student. Any discipline imposed by an employee must be consistent with Board Policy and State and Federal Law.
5. Employees and other school authorities will endeavor to achieve correction of student misbehavior through counseling, interviews, and conferences, which, when warranted, shall be extended to include the student's parents or guardians.
6. In order to facilitate better coordination between the Principal and the employee regarding disciplinary action taken by the employee and the Principal, each school shall use a Student Conduct Report. The employee shall use this report to maintain an adequate record of class/student discipline. The Principal shall use this report to advise the employee of the action taken. When completed, the Student Conduct Report will show all information relative to the discipline problem including its disposition. In those cases where the employee feels that a parent/guardian conference would be helpful prior to final disposition of a discipline case, the employee will so note on the Student Conduct Report. If the Principal concurs, the Principal shall schedule the requested conference as soon as feasible. If the Principal does not concur, the Principal will consult with the employee before the final disposition.
7.
  - a. An employee may temporarily exclude a student from his/her supervision when the severity of the offense, the persistence of the misbehavior, or the disruptive effect of the behavior makes the continued presence of the student intolerable. Such student shall be sent to the Principal. In such cases, the employee shall furnish in writing to the Principal as promptly as his/her duties will allow, but no later than the end of the workday, full particulars on the problem or incident including a request for an employee/Principal consultation regarding the date and conditions of the student's return, if the employee deems such consultation to be in the best interests of the student or class. If consultation is requested by an employee, a conference shall be held prior to the student's return to the classroom. The final determination of when and under what conditions the student will be readmitted to the classroom shall be determined by the Principal after the foregoing conditions have been met. An exception to this provision may occur at an elementary school when an alternative procedure is mutually determined by the Principal and the EBC.
  - b. The parties agree to conform to Florida Statute 232.271 and 232.272, with regard to removal of students as follows:
    - (1) An employee may remove from class a student who has been documented by the teacher to repeatedly interfere with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn; or whose behavior the teacher determines is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn.
    - (2) If a teacher removes a student from class under subsection (b), the Principal may place the student in another appropriate classroom, in in-school suspension, or in a dropout prevention program as provided by 230.2316; the Principal may recommend the student for out-of-school suspension or

expulsion, as appropriate. The student may be prohibited from attending or participating in school-sponsored or school-related activities. The Principal may not return the student to that teacher's class without the teacher's consent unless the committee established under 232.272 determines that such placement is the best or only available alternative. The teacher and the placement review committee must render decisions within 5 days of the removal of the student from the classroom.

- (a) Any teacher who removes 25 percent of his or her total class enrollment shall be required to complete professional development to improve classroom management skills.
- (b) Each school shall establish a Committee to determine placement of a student when a teacher withholds consent to the return of a student to the teacher's class. Committee membership must include at least the following:
  - (i) Two teachers selected by the school's faculty; and
  - (ii) One member from the school's staff who is selected by the Principal.
- (3) The teacher who withheld consent to readmitting the student may not serve on the Committee. The teacher and the Placement Review Committee must render decisions within five days of the removal of the student from the classroom.

8. Any case of assault upon an employee which occurs in the line of duty shall be promptly reported to the Principal. The Board shall provide legal advice to the employee concerning his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities. In such event, the following shall apply:
  - a. In case of temporary disability, the employee shall have full benefit of this Agreement, and any days lost up to the first twenty (20) days due to the resultant disability shall not be deducted from any previously accumulated sick leave.
  2. Time for appearances before a judicial body or legal authority shall result in no loss of salary or reduction of accumulated leave.
  - b. In case of injury to the employee, the Board will pay all medical and dental costs above that covered by all insurance covering the employee, whether personal or paid by the Board. The injured employee shall fully cooperate with the Board in the determination of the amount of any claim. Board liability for each individual case shall not exceed a cumulative total of \$5,000.
  - d. Where an employee is found guilty of a criminal charge directly related to the incident by a court of competent jurisdiction, the Board shall be immediately released from further responsibility to the employee; however, if later the finding of guilt is overturned, the Board's responsibility shall be reinstated immediately and, if appropriate, retroactively as it relates to Subsections (a), (b), and (c) of paragraph 8 of this Section.
9. a. No action shall be taken against an employee on the basis of a complaint by a parent/guardian or student or other individual, nor shall any notice thereof be included in an employee's personnel file, unless the matter is first reported to the employee in writing. The employee shall have the right to attach a statement to the written complaint. Before any complaint is determined to be valid, it will be discussed with the employee in a conference. Once the investigation has been conducted, the employee shall be



advised of any valid complaint.

2. Without the consent of the employee and the Association, no action shall be taken against the employee on the basis of a complaint made against an employee without first following the procedures set forth above.
10. a.
  - (1) Clothing: The District will reimburse an employee for clothing which is damaged, destroyed or stolen as a result of an assault provided the employee is acting in the discharge of his/her duties and within the scope of his/her employment when the assault occurred;
  - (2) Personal Property: The District will reimburse an employee for personal property which is damaged, vandalized, stolen or destroyed as a result of an assault which occurs while the employee is acting in the discharge of his/her duties and within the scope of his/her employment. An employee must demonstrate to the District's satisfaction that the property or other educational sites as approved by the administration in question was on school property for educational purposes. The employee shall be responsible for establishing the relationship between the damage and performance of the employee's job responsibilities before becoming eligible for reimbursement under this Section;
  - (3) Vehicles: If an employee's vehicle is vandalized while on the property of the District, the employee will be reimbursed for the damage to the vehicle when it is determined that the vandalism occurred on District property. Such determination may be made by a School Police Officer, witness testimony or apprehension of the person(s) responsible for the damage.
2. The maximum total liability of the Board pursuant to Section 10(a)(1), (2) and (3), above, will be eight hundred dollars (\$800.00) per occurrence, less any amount reimbursable by insurance. The maximum total liability of the Board pursuant to Section 10(a)(1), (2), and (3) will be thirty-five thousand dollars (\$35,000) per school year (July 1 - June 30).
3. An employee who submits a fraudulent claim under Section 10(a)(1), (2), or (3) shall be subject to disciplinary action, including dismissal.
11. When employees who are physically assaulted while in the performance of their duties find it necessary to initiate a Workers' Compensation claim, and such assault claim can be verified by the School Police, such employees shall have their health insurance coverage at the time of the assault continued at the full expense of the Board until one of the following conditions is met:
  1. The employee returns to work, or
  2. The Workers' Compensation claim is settled, or
  3. The employee is placed on permanent disability.

## **SECTION G - EMPLOYEE EVALUATION**

1. Each employee of The School District of Palm Beach County will be formally evaluated once annually, at least ten (10) days prior to the employee's last duty day. In addition, an employee may receive preliminary evaluations during the school year.
2. The purpose of evaluation is to review and summarize the performance of an employee in keeping with the 1999 Classroom Teacher Assessment System (CTAS) Evaluation Handbook. The District shall work with the

affected employee to make improvements in any identified areas of concern. It is understood that employee misconduct may be a part of an employee's annual performance evaluation.

3. The evaluation shall be discussed with the employee by the evaluator. After the conference, the employee shall sign the completed evaluation form to acknowledge that it has been received. The employee shall have the right to initiate a written response to the evaluation which shall be made a part of the employee's official personnel file.
  1. Procedures, criteria and forms contained in the District's revised 1999 Classroom Teacher Assessment System (CTAS) Evaluation Handbook will be used in conducting the evaluation of teachers. The currently approved CTAS Evaluation Handbook and instruments shall be used to evaluate guidance counselors and student services employees during the FY 00 school year.
4. All employees will be provided with a copy of the revised 1999 CTAS Evaluation Handbook prior to initiating the evaluation process. The District's 1999 CTAS Evaluation Handbook is incorporated in and made a part of this Agreement by reference.
5. Employees being evaluated with the competency assessment instrument may have more than one (1) preliminary evaluation during the school year. Preliminary evaluations will be marked as "other" on the evaluation form, and the final evaluation will be marked as "annual."
6. Only the evaluation form marked "annual" may be placed in the employee's personnel file.
7. Evaluations shall be performed only by certified administrative personnel employed and trained by the District. No bargaining unit member shall evaluate another member of the bargaining unit.
8. Each employee shall be formally observed by his/her Principal at least one (1) time prior to completion of the final evaluation. Employees shall be notified of the approximate date (within one week) when the formal observation will take place. Formal observations shall have duration of not less than twenty (20) minutes. Other observations may take place at any time without prior notice.
9. If any deficiency is observed which may be used as part of a subsequent evaluation, the Principal shall provide the employee with written feedback with specific recommendation for improvement within ten (10) days. It is understood that the written feedback in and of itself shall not be the subject of a grievance.
10. If an employee is identified as having an observable area of concern in Section A on the CTAS Evaluation form, at least one announced follow-up observation of a minimum of 20 minutes will take place prior to the completion of the annual evaluation. In the event the announced follow-up observation does not take place at the announced time, no grievance will be filed; however, the time will be rescheduled. Prior to completing the annual evaluation if an announced follow-up observation takes place and the previous deficiency is not observed, the concern will not be noted on the annual evaluation.
11. At the annual evaluation conference or within five (5) days of the conference, the employee shall sign and receive the completed evaluation form to acknowledge it has been received. The employee shall have the right to initiate a written response to the evaluation which will be placed in the employee's personnel file.
12. No administrator shall discuss any matter relating to the formal evaluation of any employee in the presence of students, parents, or employees not directly affected by or involved in the evaluation of that employee.

13. First year employees who participate in the Employee Support Program (ESP) will be assessed to verify competency according to the ESP guidelines and the CTAS evaluation criteria.
14. When an employee is assigned to an out-of-field position, the Principal shall note on the evaluation that the employee is in an out-of-field assignment.
15. The professional judgments and conclusions of the evaluator shall not be grieved through the negotiated grievance procedure contained in Article VII. Procedures, criteria and forms are grievable through the negotiated grievance procedure contained in Article VII and shall not be brought forward or considered at a District Deficiency Hearing. If an employee receives notice of being placed on a 90-day assistance plan and produces evidence that he/she has requested a Deficiency Hearing with the District, the employee may file a grievance concerning the evaluation at Step II within 20 days following the employee's knowledge or awareness of the incident or condition which is the basis of the grievance. If the employee has already filed a grievance on the evaluation at a lower level, and the employee receives notice that he/she will be placed on a 90-day assistance plan, at the employee's option, that grievance may be submitted to Step II of the grievance procedure and the employee is considered to have waived rights to the lower grievance level.
16. On the annual CTAS evaluation form, no statements negative or detrimental to the employee may be written on such form unless the statement(s) relate directly to a competency area marked as being a concern on that annual evaluation form. No reference to the Peer Assistance & Review Program (PAR) shall be written on an evaluation form. No reference to the PAR shall be written on an assistance plan unless the employee has been accepted into the PAR Program or the employee is already participating in the PAR Program.
17. Notwithstanding the above provision, and in keeping with the Florida's General Appropriation measure for 1999-2000, the District shall have a Professional Development Plan (PDP) which requires principals to establish and maintain individual PDPs for each instructional employee.
  1. The parties agree that those employees being evaluated under the Accomplished Educator's Assessment (AEA) already have an individual PDP as a part of the AEA, and will not be required to have another plan so long as they are under the AEA.
  2. Any training activity in the PDP must clearly be related to specific performance data for the students to whom the employee is assigned.
  3. The PDP must include clearly defined training objectives.
  4. The PDP must include specific and measurable improvements in student performance that are expected to result from the training activity.
  5. The PDP must include an evaluation component where principals must measure the extent to which each training activity did accomplish the student performance gain that were predicted to result from the training activity.
  6. The parties agree to provide training and support for principals and employees concerning the establishment and implementation of PDPs.
  7. The parties further agree to continue to work together and attempt to make the PDP process as simple and understandable as possible.

18. a. The parties agree to authorize continuation of a joint committee of five (5) appointees from each party to support implementation of the evaluation system and to recommend changes for refinement of the system.
2. A subcommittee will be formed to review, study, and recommend changes to the evaluation system for guidance counselors, and student services employees. The subcommittee will be comprised of two (2) members from the evaluation committee from each party, and three (3) new members appointed by each party representing guidance and student services.
3. All changes to the revised 1999 CTAS Evaluation Handbook will be submitted to both parties for approval and shall be subject to the collective bargaining process unless both parties agree in writing.
4. The Board agrees to provide TDEs for all committee members when meetings are conducted during employee duty time.

## **SECTION H - SAFETY**

The Board will make reasonable effort to provide and maintain working conditions which reasonably protect life, safety, and health of employees in the physical plants under control of the School Board. To this end, the Association will cooperate and make a reasonable effort to encourage the employees to work in a safe manner.

## **SECTION I - TUBERCULIN TEST**

The Board shall not require a tuberculin test or negative chest X-ray after initial employment unless tuberculosis is suspected in the employee or the employee comes in contact with individual(s) with active tuberculosis, in which case the Board shall select the physician(s) and shall pay for the costs incurred.

## **SECTION J - PUPIL DETENTION, SEARCH AND SEIZURE**

### **1. Non-Directed**

1. Pursuant to the laws of the State of Florida, Chapter 71-828, whenever any employee encounters any student on the school grounds of the school under circumstances which reasonably indicate that such student has committed, is committing, or is about to commit a violation of the law(s), the employee may temporarily detain and question the student for the purpose of ascertaining the circumstances surrounding the presence of the student detained which led the employee to believe that the student had committed, was committing, or was about to commit a violation of the law.

If, at any time after the onset of the temporary detention, probable cause arises that the detained student is unlawfully concealing, or has unlawfully concealed stolen or illegal property on his/her person or within his/her locker, said employee may search the temporarily detained student and his/her locker only to the extent necessary to disclose, and for the purpose of disclosing, the presence of such stolen or illegal property. If the search discloses stolen or illegal property, it may be seized.

No student shall be temporarily detained longer than is reasonably necessary. Such temporary detention shall not extend beyond the place where it was first effected, or the immediate vicinity thereof.

2. Any employee who is operating pursuant to the provisions of Florida Statutes, Section 768.28 and is

acting in good faith without malicious purpose or not in a manner exhibiting wanton and willful disregard of human rights, safety, or property shall be totally indemnified by the Board. The Board will provide a defense for the employee, such defense may be joint or separate at the discretion of the Board.

2. Directed

Any requirement of an employee to search or seize any locker or other personal possession of any student shall be made in writing to the employee prior to the required search and seizure. Through such written authorization, the Board assumes all liability for the search and seizure made by any employee carrying out the written direction of the Principal or designee in the absence of the Principal, and such employee shall be totally indemnified by the Board.

**SECTION K - PERSONAL AND ACADEMIC FREEDOM AND RESPONSIBILITIES**

1. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof, or personal life style (including sexual orientation) of an employee shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not violate any local, state or federal law.
2. In the spirit of academic freedom, employees will create a classroom atmosphere which invites in-depth study of the critical issue(s) of the day. The classroom environment shall be conducive to investigation, interpretation, analysis and evaluation of data on all sides of the critical issues under study. The employee is responsible for exercising sound judgment in selecting for discussion those issues which are relevant to the maturity and understanding of the students involved.
3. The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the Palm Beach County School District. Accordingly, the parties agree that employees shall be guaranteed freedom in classroom presentation and discussions, and may introduce socially, politically, religiously, or otherwise controversial material, provided that such material is relevant to the course content appropriate to the student group and shall increase students' awareness of roles as responsible citizens.

**SECTION L - TUTORING**

1. Every effort shall be made by the Principal and employee to help the student with his/her difficulties at school before recommending that parents engage a tutor. The cases where individual tutoring is recommended and a fee is to be assessed for such services, compliance with the following provisions shall be observed:
  - a. An employee shall not tutor any student enrolled in his/her classes.
    1. Tutoring for which an employee receives a fee shall not be conducted on school facilities or on school time.
    2. Employees who accept outside tutoring engagements must make their own arrangements with the parents for the fee to be assessed.
2. This provision is not applicable to Board approved summer tuition programs. Provision (a) above is not applicable to music, dance, art and/or drama employees who may give private lessons for a fee to students as long as such lessons are not remedial in nature.

**SECTION M - DISCIPLINE OF EMPLOYEES (PROGRESSIVE DISCIPLINE)**

1. Without the consent of the employee and the Association, disciplinary action may not be taken against an employee except for just cause, and this must be substantiated by clear and convincing evidence which supports the recommended disciplinary action.
2. All disciplinary action shall be governed by applicable statutes and provisions of this Agreement. Further, an employee shall be provided with a written notice of wrong-doing, setting forth the specific charges against that employee prior to taking any action.
3. Any information which may be relied upon to take action against an employee will be shared promptly with said employee and his/her Association representative as soon as possible. Copies of any written information/correspondence that is related to the action of the employee or the investigating administrator(s) will be provided promptly to the employee and his/her Association representative.
4. An employee against whom action is to be taken under this Section and his/her Association representative shall have the right to review and refute any and all of the information relied upon to support any proposed disciplinary action prior to taking such action. To this end, the employee and his/her Association representative shall be afforded a reasonable amount of time to prepare and present responses/refutations concerning the pending disciplinary action and concerning the appropriateness of the proposed disciplinary action. This amount of time is to be mutually agreed upon by the parties.
5. Only previous disciplinary actions which are a part of the employee's personnel file or which are a matter of record as provided in paragraph #7 below may be cited.
6. Where just cause warrants such disciplinary action(s) and in keeping with provisions of this Section, an employee may be reprimanded verbally, reprimanded in writing, suspended with pay, suspended without pay or dismissed upon the recommendation of the immediate supervisor to the Superintendent. Other disciplinary action(s) may be taken with the mutual agreement of the parties.
7. Except in cases which clearly constitute a real and immediate danger to the District or the actions/inactions of the employee constitute such clearly flagrant and purposeful violations of reasonable school rules and regulations, progressive discipline shall be administered as follows:
  1. Verbal Reprimand With A Written Notation. Such written notation shall not be placed in the employee's personnel file and shall not be used to the further detriment of the employee after twelve (12) months of the action/inaction of the employee which led to the notation.
  2. Written Reprimand. A written reprimand may be issued to an employee when appropriate in keeping with provisions of this Section. Such written reprimand shall be dated and signed by the giver and the receiver of the reprimand and shall be filed in the affected employee's personnel file in keeping with provisions of Article II, Section B of this Agreement.
  3. Suspension Without Pay. A suspension without pay may be issued to an employee, when appropriate, in keeping with provisions of this Section, including just cause and applicable laws. The length of the suspension also shall be determined by just cause as set forth in this Section. The notice and specifics of the suspension without pay shall be placed in writing, dated and signed by the giver and the receiver of the suspension. The specific days of suspension will be clearly set forth in the written suspension notice which shall be filed in the affected employee's personnel file in keeping with provisions of Article II, Section B of this Agreement.

4. Dismissal. An employee may be dismissed (employment contract terminated or non-renewed) when appropriate in keeping with provisions of this Section, including just cause and applicable laws.
8. An employee against whom disciplinary action(s) has been taken may appeal through the grievance procedure. If the disciplinary action(s) taken includes either a suspension or a dismissal, the grievance shall be initiated at STEP TWO.

#### **SECTION N - AUTHORIZED TRAVEL EXPENSE REIMBURSEMENT**

1. All travel for employees must be authorized by the Superintendent prior to departure and incurrence of expenses.
2. Authorized mileage for in county and out of county travel, including per diem, shall be reimbursed at the rate provided by Florida Statute and State Board Administrative Rule. In the event that there is a change in Statute or State Board Rule, payment will be retroactive to the effective date of the Statute or State Board Rule.
3. Meetings for which the traveler will be reimbursed by another agency, organization or institution shall be excluded from these provisions.

#### **SECTION O - CHILDREN OF EMPLOYEES**

Requests by employees for reassignment of their children, who are age and program appropriate, to their work location shall be approved within the following procedural guidelines:

1. The racial balance and student overcrowding of the school will not be negatively impacted.
  2. a. Bargaining unit employees will be given priority for placement of their children in after school child care at Palm Beach County Elementary schools where the District has in place an after school child care program, so long as this does not conflict with the law.  
b. Eligibility is as follows:
    1. The child is of elementary school age.
    2. The child attends after care at the school in which the child is enrolled.
    3. The bargaining unit employee must notify the school by April 30 of the intent to place a child in the after school child care program for the next school year.
  - c. In the event all slots at one school are occupied by bargaining unit employees' children, priority for placement will be based on bargaining unit employee seniority as defined in Article IV, Section H.2, providing notification is made by April 30.
  - d. In the event a bargaining unit employee enrolls their child at a different elementary school during the school year, he/she will be given priority for placement if there is a waiting list at the new elementary school.
  - e. For purposes of this section, eligibility to participate in the priority after-care placement requires that the bargaining unit employee is the legal guardian of the student.
3. The School Board shall assume no liability for the transportation of these students.

4. In the event an employee voluntarily transfers from his/her school, his/her child automatically returns to the home school.

## **SECTION P - HOME WORK OFFICE**

As a condition of employment, the Board shall certify that an employee may maintain, at the employee's expense, a home office for home preparation of contractual duties.

## **SECTION Q - ESE EMPLOYEES, PHYSICAL RESTRAINT PROCEDURES**

1. There are instances when exceptional students exhibit behaviors that are disruptive to the learning environment and pose a threat to the safety of persons or property.
1. Exceptional students enrolled in programs for the emotionally handicapped, severely emotionally handicapped, and autistic, because of the nature of their disability may on occasion experience impaired impulse control of such severity that the use of physical restraint is necessary to prevent such students from inflicting harm to self and/or others. Students enrolled in other exceptional student education (ESE) programs may also display behaviors that may require use of restraint.
2. Specific physical restraint procedures also may be approved for use with other specific student populations upon mutual agreement of the parties. Such agreements will be reviewed on an annual basis.
3. Strategies for the prevention of aggressive behavior shall be utilized on an ongoing basis. However, when an explosive event occurs without warning and is of such degree that there is imminent risk to persons, the use of physical restraint techniques is authorized for such circumstances.
4. Physical restraint refers to the use of physical intervention techniques designed to restrict movement of a student in an effort to de-escalate aggressive behavior. In order to promote a safe learning environment, the District has authorized for implementation specific physical restraint procedures to be used in programs for the emotionally handicapped, severely emotionally disturbed and autistic. These specific procedures also may be used with other exceptional students when it is indicated on the student's Individualized Education Program (IEP). These procedures include, but are not limited to holding and escape techniques which when implemented, prevent injury to students and staff.
5. The Board shall provide for the training of employees and support staff in physical restraint techniques as well as strategies for prevention of aggressive behavior. Training procedures developed for this purpose are, by reference, incorporated and made a part of this Agreement.
6. Horizontal (floor) restraints are sanctioned only when the student is a danger to him/herself or others and cannot be maintained using a less intrusive method. Personnel working with student(s) who may require this technique should be trained in District approved methods.
7. If possible, a mat should be used when a student is placed in a horizontal (floor) restraint. Exceptions may be made in emergency situations when the potential for harm to the students is greater if the restraint is not implemented at all as opposed to implementing it without a mat.
8. When physical restraints are used, schools must maintain a log which includes the following minimum components:



1. Name of student.
  1. Behavior that resulted in physical restraint.
  2. Antecedent behavior/situation which occurred prior to the behavior requiring restraint.
  3. The physical restraint holds which were used.
  4. The student's behavior during the restraint.
  - f. The length of time the student was restrained.
  - g. Who implemented the physical restraint.
  - h. Where the restraint occurred.
  - i. Date of the physical restraint.
  - j. Witnesses to the event.
10. Parents/guardians should be notified, verbally and in writing, each time the school uses physical restraint with their child.
  11. At the school level, it is the Principal's/designee's responsibility to ensure that physical restraint data are reviewed on a regular basis and that new behavioral plans are developed, as needed, for individual students.
  12. For ESE students, the use of physical restraint should be discussed and recorded on the IEP. If it is anticipated that physical restraint may be needed, school personnel should discuss and document the potential need with parents.
  13. Comprehensive district-supported training will be made available to all school based and support personnel who may need to implement physical restraints.
    - a. Each training program should have criteria and procedures for certifying competence with the techniques and knowledge of the District's policies and procedures.
    - b. Each training program should have a validity period and a retraining component.
  14. Physical restraint techniques provided in training programs approved by the Board are authorized and, when utilized in accordance with the training provided and these guidelines, shall not constitute grounds for disciplinary action. If an employee is not trained in the use of approved physical restraint procedures and is faced with an emergency, the employee is authorized to employ the moderate use of physical force or physical contact as may be necessary to maintain discipline or to enforce School Board Rules.
  15. Trainers for the District-developed restraint system must be qualified to provide such training.

## **SECTION R - PHYSICAL EDUCATION ENVIRONMENT**

If requested, Physical Education instructors who conduct their student activities/classes out-of-doors, shall be provided with:

- Sun screen lotion.
- Large umbrella.

- Insulated water container.

Sun screen lotion shall be purchased by the respective employees and reimbursed by the individual schools. Any single reimbursement for sun screen lotion in excess of ten (\$10) dollars shall require a Principal's pre-approval.

## **SECTION S - GUIDELINES FOR CLASSROOM VISITATIONS AND CONFERENCES**

The Association and the Board wholeheartedly support parent and community involvement in schools. To minimize disruption of the educational process due to public or parental classroom visitations or conferences with employees:

- a. All visitors must register at the office upon entering the school.
2. When practical, the employee should be informed of the purpose for the classroom visitation or conference. Arrangements should be made in advance. Walk-ins may be rescheduled by the employee.

## **SECTION T - TEACHER OF THE YEAR SELECTION**

The current process used by the District to select its "Teacher Of The Year" dated November 11, 1992, will be maintained. The Association representative on the oversight committee shall be selected by the Association President.

## **SECTION U - LESSON PLANS**

The lesson plan format shall be as teacher-friendly as possible.

The four (4) components of the lesson plan shall be:

1. Benchmarks, objectives, outcomes, or targets.
2. Strategies (one or two word descriptors).
3. Date(s) instruction given.
4. Date/type of evaluation.

Copies of the following shall be placed with the lesson plans:

1. A copy of the employee's schedule.
2. A copy of the LEP Instructional Strategies Checklist provided by the Principal as indicated to meet the ESOL lesson plan audit requirements.
3. Additional requirements may be added by the Principal with the concurrence of the Employee Building Council. The EBC with the approval of the employees in that school center shall determine the format and content of special/emergency plans which shall then be written by individual employees, departments, teams, or grade levels (see Article III, Section E).

Such special/emergency lesson plans will be prepared in such a way to enable a substitute to carry out the

assignments with continuity in the educational program.

## **SECTION V - JOB SHARING**

### **1. DEFINITION**

Job sharing shall refer to two (2) employees other than permanent substitutes voluntarily sharing one (1) full time position. Job sharing shall not be used as a method for reduction in force (RIF).

### **2. APPLICATION PROCEDURE**

All T-bargaining unit members (other than permanent substitutes) may submit an application form (see Appendix P) to the Principal (supervising administrator) and Area Superintendent.

See Distribution procedure.

1. Pairing - Employees shall be responsible for selecting a job sharing partner. Job sharing assignments shall be filled only by employees who have jointly agreed to work together.
2. Options - The programmatic needs of the school may provide opportunities for one-half (½) time employees (i.e., speech, secondary subject areas, school psychologists).
- c. Time line/Cut-Off Date - All applications shall be made on or before the first day of the Voluntary Transfer period. Selections shall be finalized by the end of the voluntary transfer period .

### **3. CRITERIA FOR SELECTION AND APPROVAL PROCESS**

#### **a. Assignment and approval basis:**

- (1) Employee willingness to share unit/position.
- (1) Vacant positions are open to "paired" employee application procedures.
- (2) Applicants may not be denied a position solely on the basis of the desire to job share.
- (4) Building Principal/supervisor makes recommendations to Area Superintendent.
- (5) Area Superintendent gives final approval/disapproval.

#### **b. Certification:**

Grade level in-field applicants shall be given consideration for vacant positions; however, the pairing of two (2) employees who are deemed compatible for the shared position shall be considered for the position.

#### **c. Eligibility:**

- (1) Job sharing vacancies are available only to tenured employees (PSC or CC).
- (2) One percent (1%) of T-bargaining unit members will have the availability to job sharing positions.

### **4. RESPONSIBILITIES**

#### **a. Employee:**

- (1) Planning - Where there exists two (2) employees sharing one (1) self-contained class, joint planning shall occur. Where separate classes or separate disciplines exist, individual planning shall occur.
- (2) Faculty Meetings - Employees will be responsible for all meetings scheduled during their duty day/week. Additionally, employees are responsible for information disseminated at all meetings.
- (3) Conferences - Conferences shall be held by individual employees unless problems occur across several subject areas taught by more than one (1) employee, then both would be required to attend.
- (4) Field Trips - The employee responsible for the field trip will be determined jointly by the team. Every effort shall be made to provide equity in responsibility.
- (5) Committees - Assignment to committees shall be on a voluntary basis. Every effort shall be made to provide equity (see contract).
- (6) Curriculum - Delivery of specific subjects shall be determined by mutual agreement of the job sharing team. Curriculum assignments may be adjusted to provide equity of fine arts schedules. Split day schedules may be alternated each semester.
- (7) Substitutes - Job sharers agree to substitute for each other whenever possible at daily rate.
- (8) Evaluations - All student evaluations, test administration, grades, and required reports or data will be completed by both employees.
- (9) Discipline - Discipline practices shall be consistent with school and district policy with responsibility of reporting/administering handled by the supervising teacher at the time of an infraction. Job sharers shall be responsible for updating each other on all occurrences.
- (10) Communication -
  - (1) Messages to Parents - Messages to parents should be signed by both parties unless the concern/situation is specific to one (1) teacher.
  - (2) Pertinent information and individual updates are to be shared with the job sharing partner as needed whether verbally or in writing. It is expected that teachers who share a self-contained class will communicate with each other on a daily basis.
  - (3) Employer/Administrator - Any additional concerns or problems which arise will be discussed with the Principal and solutions will be mutually agreed upon by all parties. Final judgment/decision rests with the Principal.
- (11) Inservice - To fulfill the professional responsibilities, employees who job share may be required, with a 48 hour advanced notice, to attend joint conferences or inservice beyond the modified work schedule.
- (12) Information Requirements - Any and all records, information, requirements, or requests are the joint responsibility of the job sharing partners.
- (13) Schedules - Whenever possible the administration shall attempt to provide common planning time for the two (2) employees sharing one (1) self-contained class. When separate classes or separate

disciplines exist, individual planning shall occur (options: split day, split week, alternating days, same hours, semester switch).

- (14) Observations/Evaluations - Observations and evaluations shall be consistent with the CTA contract.

## 5. SALARY AND BENEFITS

- 1. Salary - Prorated - Consistent with contract.
- 2. Insurance –Consistent with the contract (Article VIII, Section H 1-a).
- 3. Sick leave/Personal leave - Prorated - Consistent with contract.
- d. Vacation (if applicable) - Prorated - Consistent with contract.
- e. Retirement - Based on applicable system(s) (F. R. S.).
- f. Supplements - Available as assigned/contract.
- g. Year of service defined (step increment).

Increments shall be earned for a year of service. A year of service shall be defined as that sum of compensated duty days which shall be 735 hours.

## 6. RIGHT TO RETURN TO FULL EMPLOYMENT

- a. Upon termination of the individual job sharing agreement, the job sharing position shall be reconverted to a full-time position and the employee who held the full-time position prior to participation shall be entitled to resume his/her position without loss of previous tenure, or employee rights.

(1) When both paired applicants are from the same school and teaching the same grade level or the same subject areas, the employee having the greater seniority, as defined in Article IV, Section H of this Agreement, is entitled to resume his/her position when the job sharing arrangement is concluded as set forth above.

(2) The employee who has no position in which to return, will be eligible to seek a voluntary transfer. In the event said employee does not obtain a voluntarily transfer, he/she will be assigned to another position in accordance with the Unit Adjustment Transfer (UAT) Procedures in Article IV, Section E of this Agreement.

- b. Undue hardship clause (only during year)

- 1. Hardship must be proven by job sharer who opts out of the agreement to Area Superintendent and Division of Personnel.

(2) Agreement changes can be made only at semester breaks.

(3) Job sharer who requests to be released from the agreement shall accept alternative placement as

determined by personnel.

(4) Placement determination shall be made by the Area Superintendent and Division of Personnel.

c. Renewal

Application for job sharing shall be made annually.

7. SCHEDULING CONCERNS

1. Options

(1) Semester switch

(2) Split day (hours)

(3) Split week (hours/days)

(4) Alternate days - split week

(5) Same hours

8. Master schedule - common planning

a. Difficulties

(1) Block scheduling

(2) Rotating schedules

**SECTION W - KIDS UNDER THE WEATHER**

1. The School Board shall provide when available the services of a "Kids Under The Weather" program in keeping with the provisions below.
2. This service is only in effect during workdays of employees covered by this Agreement. Weekends, holidays, winter recess, absences, or summer vacation periods are not covered unless the employee is in a work status during these periods.
3. The School Board shall only provide this service for a period from one and one-half (1½) hours before to one and one-half (1 ½) hours after the employee's duty day. Under no circumstances shall any child be picked up later than 6:00 p.m. unless the employee has made special arrangements with the hospital and said employee will make all additional payments to the hospital for any post 6:00 p.m. services.
4. This program is voluntary and employees shall not be required to use this service. Employees may utilize this service only on days on which they report to duty.
5. An individual employee's failure to comply with provisions 3 and 4 twice during a semester (½ year) will result in loss of service for that employee the following semester (½ year).

6. This service shall be offered as soon as sufficient hospitals in desired local areas agree to be a provider of said service.
7. The Association will work cooperatively with management to assure the smooth implementation of this program and will help determine when sufficient numbers of hospitals in desired local areas have agreed to provide this service so such services can begin to be provided in keeping with provision 6 above.

## **SECTION X - CURRICULUM AND OTHER PROGRAM CHANGES**

1. The parties agree philosophically that new curricula or other new District programs should be considered in light of the District's ability to adequately fund, staff and train prior to their implementation in the District.
2. The Association shall have representatives on District Curriculum committees that plan and design school-wide initiatives including instructional strategies.
3. The parties agree that through cooperation and collaboration, the opportunity for success is vastly increased.

## **ARTICLE III - WORKING CONDITIONS**

1. The employee contract year shall be 196 days and is a ten (10) month contract. During the term of this Agreement, the Board shall provide six (6) paid holidays annually. Employees new to Palm Beach County shall have two (2) additional in-service days prior to the regular school year. At least one (1) day of preschool shall be without scheduled meetings for employees and will be set aside for employees to use for their own professional utilization in preparation for the upcoming school year.
2. The need for extended duty days will be announced within the building in writing by the Principal. Volunteers will be considered with the most senior volunteer properly certified employee who is currently assigned to the specific instructional area being provided the extended duty days selected first. If no properly certified volunteers are available and staffing needs cannot be otherwise met, the Board reserves the right to appoint an employee to an extra duty day at his/her daily rate of pay. Such involuntary appointments shall be made on the basis of seniority, with the least senior properly certified employee who is currently assigned to the specific instructional area being provided the extended duty days.
3. The need for an extended academic year will be announced within the building in writing by the Principal, during the previous school year and prior to the voluntary transfer period. Volunteers will be considered with the most senior volunteer properly certified employee who is currently assigned to the specific instructional area being provided the extended academic year selected first. If no properly certified volunteers are available and staffing needs cannot be otherwise met, the Board reserves the right to appoint an employee to an extended academic calendar at his/her daily rate of pay. Such involuntary appointments shall be made on the basis of seniority, with the least senior properly certified employee who is currently assigned to the specific instructional area being provided the extended academic calendar. The academic calendar may not be extended beyond five (5) consecutive instruction days unless mutually agreed to by the parties in writing or by statute.
4. Any extension of the regular 196-day contract or academic year, as approved by the Board, shall be

compensated at the employee's daily rate as determined by dividing 196 days into the annual salary of the employee.

## **SECTION B - EMPLOYEE'S HOURS AND CONDITIONS**

1. **Duty Hours**
  - a. Except for faculty or professional meetings provided in paragraph #6 below, the duty day shall be a maximum of seven (7) hours and thirty (30) minutes consecutively, provided that this shall not apply to those employees contracting for less than full-time duty.
  - b. The workday for all employees during pre-school, post-school, and all planning days during the regular school year shall be from 8:00 a.m. to 3:30 p.m., with one (1) hour for lunch. An exception to this for a modified workday is as determined by a faculty vote conducted by the EBC and approved by the Principal. Once voted and approved, the modified schedule will stay in place until a modification is proposed by either party and a new vote is conducted and approved.
  
2. **Leaving the Building** - At times when an employee does not have scheduled instructional responsibilities, conferences, or other assigned duties, the employee may, upon prior approval by the Principal, leave the school building for personal reasons. The Principal will not be arbitrary or capricious when considering such requests. Any employee who is away from the building under this provision shall not be considered to be carrying out the responsibilities of his/her position, and the Board shall not be liable for injury to the employee or damage to the employee's property.

Whenever possible a Principal will permit an employee to attend his/her child's school Open House and/or parent-teacher conference provided such employee finds his/her own properly certified coverage or uses available personal leave time. When using personal leave time, the employee will follow procedures set forth in Article V, Section B (2) of this Agreement.

3. **Check-In Procedure** - Employees shall not be required to "clock-in" or "out" by hours and minutes.
  
4. a. **Planning Periods** - Planning periods are provided for the purpose of instructional planning. Employees in the middle, high schools and schools instructing adults, shall be given a planning period equal to one (1) class period each day. Elementary school employees shall have a non-student contact planning period of forty-five (45) consecutive minutes, or two (2) blocks of thirty (30) consecutive minutes each instructional day. Such elementary planning period shall not be scheduled during an elementary employee's relief time as set forth below. Elementary employees who have after school activities with students may start such activities at the end of the regular student day and will not take any planning time scheduled at the end of the regular student day. Such planning time, if needed, will be taken after the completion of the after school student activity. The failure to take planning time will not be considered a forfeiture of elementary planning or a violation of this Agreement.
  
- b. As a result of this Agreement, an elementary employee shall not be required to forfeit the lesser of either three (3) planning periods or one hundred thirty-five (135) minutes of his/her planning time per month (September through May) to attend meetings initiated by the administration unless otherwise agreed to by the school's EBC.
  
- c. An exception to this for an alternative schedule is as determined by a majority faculty vote conducted by the EBC and approved by the Principal. Once voted and approved, the alternative schedule will stay in place until a modification is proposed by either party and a new vote is



conducted and approved.

## 5. Relief Time for Elementary Teachers

- a. An elementary employee may be assigned to accompany his/her students to and from another location when such students are assigned to another employee during the school day, but shall not be assigned or asked to stay with such students while they are assigned to another employee. This would include, but not be limited to music, art, physical education and library (media center). Effective January 1, 2003, all elementary employees will be scheduled during regular student attendance days relief time on at least four (4) days of each regular five (5) day work week. Employees may use this time for personal relief time, for planning, attending conferences, and other non-student contact professional activities. The administration agrees not to schedule any employees duties/assignments or to schedule an employee's lunch during this period of time, but may assign the employee to attend child study team meetings and parent conferences during his/her relief time. Affected employees shall be given compensatory time or shall have their relief time restored by the Principal at the first available opportunity, but not later than two (2) weeks after the assignment.
- b. On those days when an elementary employee's students are not assigned to another employee, the elementary employee shall be provided relief time of approximately fifteen (15) minutes as soon as possible after the employee has communicated with the office that he/she needs relief time. Relief time will be provided by using non-bargaining unit personnel. This relief time shall be available to all elementary employees.
- c. In addition, each elementary school shall develop a plan for providing relief time when an employee finds it necessary (emergency) to leave students for which he/she is responsible. The school plan shall be mutually developed and agreed to by the Principal and the Employees' Building Council (EBC). If a mutual agreement cannot be reached, the issue shall be submitted to the Area Superintendent for resolution.

## 6. Meetings

- a. Faculty Meetings - In addition to the regular workday, employees who are not receiving a salary supplement (Dept./Grade Level Chairs or Team Leaders) may be required to spend time before or after the regular workday without additional compensation for the purpose of attending no more than two (2) meetings per month (September through May) initiated by the administration. Such meetings shall be consecutive with the regular workday. Employees shall not be required to remain longer than ninety (90) minutes per month and not to exceed sixty (60) minutes at any one (1) meeting beyond the regular workday. In elementary schools, the EBC will conduct a vote of the employees to determine if these faculty meetings will be held during the regular workday or beyond the regular workday. If a majority vote to hold these faculty meetings during the regular workday, this will require elementary employees at that school to give-up part or all of their planning period on days such meetings begin during the elementary workday. Forfeiture of these planning periods is in addition to the forfeitures set forth in 4 (b) above. In addition to Faculty Meetings as stated above, at the Principal's option, he/she may schedule a faculty meeting for up to fifty-five (55) minutes on any or all Teacher Work Days as specified in the School Board calendar.
- b. Meetings Prior To and On Holidays and Weekends - A meeting which takes place beyond the employees' duty hours and which requires attendance, as set forth in (a) above shall not be called on any

day immediately preceding a non-workday or on a non-workday.

- c. Notice of Meetings - The notice of any meeting shall be given to the employees involved at least two (2) days prior to the meeting, except in emergency circumstances.
7. Compensatory Time For Open House and Parent-Teacher Conferences- Except as set forth above, no more than twenty (20) hours of compensatory time per school year may be earned and used for required attendance at one (1) “open house” and/or assigned “parent-teacher conferences” which are scheduled beyond the normal workday. Service required beyond these limitations will be with compensation according to the supplemental hourly rate set forth in Appendix B. Only with the concurrence of the affected employee shall an individual parent-teacher conference be conducted at a time not immediately before or after the employee’s workday or at a site other than the employee’s work site. No employee will be expected to conduct a parent-teacher conference with a hostile parent/guardian without the presence of an administrator. In addition, a Principal may request, but may not require employees to attend other after school, before school and/or evening activities. These employees who are requested and who voluntarily attend such activities will be granted additional compensatory time.
  8. Records of Compensatory Time and Supplemental Hourly Rate of Pay
    - a. It is the responsibility of each employee to keep a verifiable written record of his/her earned compensatory time and to schedule the taking of such compensatory time with his/her Principal before the end of the school year during which compensatory time was earned. Compensatory time shall not be cumulative from year to year. The Principal will not act in an arbitrary or capricious manner when scheduling the use of compensatory time for employees.
    - b. It is the responsibility of the Principal to keep a record of his/her employee's earned supplemental hourly rate of pay. Payment shall be made as soon as possible, but in no case later than thirty (30) calendar days after such pay was earned.
  9. Professional Development Days

Professional Development Days, as approved by the School Board, will be provided to support implementation of the School Improvement Plan.

- a. On Professional Development Days students will be released early to allow the staff to participate in planning and professional development activities to support implementation of the School Improvement Plan.
- b. On student attendance days that are not Professional Development Days, The schedule will be adjusted to compensate for the decrease in instructional time on the Professional Development Days. Any adjustments to the schedule will be made within the provisions of the contract.
- c. Activities on Professional Development Days will directly support implementation of the School Improvement Plan and will focus on collegial planning and training. The SAC, IIT, and EBC will give input to the principal regarding activities on these days. In-service points will be awarded for eligible activities, following the District Master In-service Plan Guidelines.
- d. Employees are required to work on Professional Development Days. Any employee wishing time off on a Professional Development Day must request and be approved for personal reasons leave or sick leave.

## **SECTION C - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

1. Employees shall be given an opportunity to express their preference of grade and subject taught. The Principal, however, shall have the authority for the assignment of employees within a school in keeping with provisions of this Agreement.
2. An employee shall not be assigned to a grade level and/or subject area that is not within the scope of his/her certificate except in extenuating circumstances and with the specific approval of such out-of-field assignment by the Chief Personnel Officer. The Chief Personnel Officer shall inform the Association, in writing, each time an employee is given an out-of-field assignment. The parties agree that all efforts will be taken to avoid an out-of-field assignment without the affected employee's consent. Any employee who has an out-of-field assignment shall not suffer a contract termination or non-reappointment by virtue of being assigned out-of-field. An employee who is assigned out-of-field for more than one (1) period shall not remain assigned to an out-of-field assignment for more than one (1) school year or partial school year without his/her consent. When assigned to an out-of-field position, the evaluator of such employee shall note on the evaluation that he/she is in an out-of-field assignment.
3. Secondary employees shall not be assigned to more than two (2) distinct academic fields or be assigned to more than three (3) distinct preparations that can be distinguished by recognized differences in content and that require preparation time.
4. The parties agree that enrollment shifts and other extenuating factors may prevent the finalization of assignments prior to the opening of school. The parties also recognize that it is desirable for employees to know their assignments as soon as possible. Accordingly, each employee shall be given a tentative assignment in writing for the next school year prior to the last day of duty for the current year. In keeping with the provisions of this Agreement, if changes in assignments must be made after the last duty day, the administration shall notify the employee by phone, with a follow-up by mail, within ten (10) calendar days of the change, in order to maximize preparation time.
5. In keeping with the Memorandum Of Understanding agreed to by the parties on March 27, 2002, employees who are Experts-In-The-Field are provided the salary, benefits and all rights afforded to other employees represented by the Association to the extent permitted by law and rules of the Florida Department of Education.

## **SECTION D - EMPLOYEES WHO VOLUNTEER OR WHO ARE ASSIGNED DURING THEIR PLANNING AND/OR COVERING ANOTHER EMPLOYEE'S ASSIGNMENT**

As a result of negotiations during the 2001-2002 school year, the parties agree to modify the **SUBSTITUTE PILOT PROGRAM ("PROGRAM")** in all schools whereby employees receive compensation for working as a substitute during their planning periods in secondary schools and for assuming additional students in elementary schools. The terms of this modified **PROGRAM** are as follows:

1. The modified **PROGRAM** will go into effect upon employee ratification and School Board approval of this Agreement
2. Any employee wishing to volunteer to participate in the **PROGRAM** shall notify his/her Principal at anytime after the effective date of the Program.
3. A list of volunteers will be created and maintained at each school. The list of volunteers shall be in order of seniority, i.e. length of continuous service within the bargaining unit.
4. In the event an employee is unable to secure a substitute from the substitute pool after following proper procedures to secure said substitute, volunteers will be asked to substitute on a rotating basis from the

seniority list.

5. The employee shall be paid ten dollars (\$10) per period and twenty dollars (\$20) per block in secondary schools each time he/she substitutes during the term of this agreement. In elementary schools a total of fifty dollars (\$50) per day will be apportioned equally between or among employees covering an absent employee's class in the event the employee is absent for a full day. In the event an elementary employee is absent for a half day, the apportioned amount will be twenty-five dollars (\$25).
6. Any volunteer may opt out of the seniority rotation at anytime or decline to accept a substitute offer. Opting out or declining an offer does not disqualify an employee from opting back in or remaining on the substitute rotation list.
7. In the event no volunteers are available to cover an absent employee's class(es), the Principal may utilize provisions of paragraph 8. below.
8.
  - a. Secondary Schools: Employees who lose their planning time when assigned by their Principal to cover other employee's assignments when a day-to-day substitute cannot be assigned may be given compensatory time or have their planning period restored by the Principal within a two (2) week period or at the first available opportunity, in modules of not less than thirty (30) minutes.
  - b. Elementary Schools: Employees may be assigned additional students by their Principal when an employee is absent and a day-to-day substitute teacher cannot be assigned. Employees who are assigned additional students may be given compensatory time or be granted additional planning time by the Principal within a two (2) week period or at the first available opportunity, in modules of not less than thirty (30) minutes.

## **SECTION E - RESPONSIBILITY OF ABSENT EMPLOYEES**

1. The employee who must be absent will notify the automated substitute locator system or the Principal's designee according to the Principal's directive as soon as the need for the absence becomes known. This notice shall be given no later than one (1) hour before the beginning of the workday, except in extenuating circumstances.
2. In each school, the Principal will develop a process for securing substitutes. This process will provide that no employee shall be required to obtain his/her own substitute.
3. The employee will be responsible for the preparation of lesson plans in keeping with Article II, Section U of this Agreement. These lesson plans will set forth the daily lesson plans for the ensuing week and shall be prepared in advance of the first student day of that week. This will allow the employee the weekend and any other non-workdays immediately following a weekend to prepare such plans. The Principal may request such daily lesson plans for the ensuing week no earlier than the morning of the first student day of that week. In the event the employee is absent on the first student day of any week, the special/emergency lesson plans required in Article II, Section U may be used. Such special/emergency lesson plans will be prepared in such a way to enable a substitute to carry out the assignments with continuity in the education program.
4. It is the employee's responsibility to notify the Principal of the time of his/her return to service. If possible, notice should be given prior to the close of the school day before the employee's expected return so the substitute can be notified not to return. If an employee returns to school without providing adequate notice of his/her return, he/she will have deducted from his/her salary any loss suffered by the District for failure to notify the substitute not to report, or the employee may take a day of his/her personal leave.

## **SECTION F - SCHOOL CENTERS**

1. Distribution of School Center Procedures

Each employee shall be provided at the beginning of the school year with a copy of the school's Teacher Handbook describing the basic operating procedures of the school. The Association will be provided with a copy each school year. Subsequent changes shall be provided to the Association. No such change shall violate Board Policy or the provisions of this Agreement or constitute a change in the hours, terms and conditions of employment for employees as defined by Chapter 441.

2. Class Sanctity - The Association and the Board recognize the importance of uninterrupted classroom instruction and agree that interruptions shall be kept to an absolute minimum. Except for instances in the best interest of the school, the following guidelines shall apply:
  1. Intercom announcements shall be made during home room periods or during other specially designated periods.
  2. Announcements to individual employees shall be placed in employee's mailboxes or made before the instructional period begins.
  3. Students will be called only by the administrative or counseling staff or for other school activities with prior approval of the Principal.
  4. Routine announcements will be distributed by daily bulletin or made during home room or other designated periods.
  5. Telephone calls identified as being of an emergency nature which affect the health, safety, or welfare of an employee or his/her immediate family, shall be immediately transmitted to the employee.
3. Special activities in secondary schools will be scheduled on a rotating basis or class schedules will be adjusted to insure that the amount of time spent away from any class will not be inequitable. Exception to this procedure may be made when the procedure is impractical.

#### **SECTION G - EMPLOYEE BUILDING COUNCIL (EBC)**

1. Each school shall form an Employee Building Council (EBC) to be organized during the first month of the regular school year which will meet with the Principal at least once a month (September - May), unless otherwise determined by the EBC.
2.
  - a. In buildings with thirty (30) or fewer "T" bargaining unit members, the Association Faculty Representative Chairperson (Lead Representative) shall appoint three (3) Association members (including himself/herself) to the EBC.
  - b. In buildings with thirty-one (31) to sixty (60) "T" bargaining unit members, the Association Faculty Representative Chairperson (Lead Representative) shall appoint four (4) Association members (including himself/herself) to the EBC.
  - c. In buildings with sixty-one (61) or more "T" bargaining unit members, the Association Faculty Representative Chairperson (Lead Representative) shall appoint five (5) Association members (including himself/herself) to the EBC.
  - d. Fifty percent (50%) membership of an EBC shall be elected by secret ballot vote of all employees at that school. The number to be elected shall equal the number of Association Representatives appointed as

set forth above, after said election has been conducted. The Association Faculty Representative Chairperson (Lead Representative) shall conduct the secret ballot election. All EBC members will serve by consent and the term of office shall be one (1) year.

3. The EBC shall help resolve and discuss any problems or concerns, which may result in the smoother operation of the school. If the EBC still has concerns, which it feels, were not adequately addressed by the Principal, the EBC may call for a meeting with the appropriate Area Superintendent for further consideration and review of the problem. The EBC shall discuss and make recommendations regarding those issues when so noted in other Sections of this Agreement. No acts of recrimination shall be taken against an employee or employee serving on an EBC for exercising any rights of an EBC as set forth herein.
4. No grievances or individual issues or concerns shall be considered or discussed by the EBC. In order to be an item placed on the Agenda, the concern must be of a nature that affects bargaining unit employees.
5. An EBC cannot alter, change or set aside any provision of this Agreement.
6. The EBC shall elect a Chairperson at its first meeting each school year. The Council Chairperson shall prepare an agenda prior to each subsequent meeting and provide same to the Principal at least four (4) days prior to the meeting. The Principal shall provide each employee with a copy of the agenda no later than two (2) days prior to a Council meeting. The Chairperson shall record the business of each meeting and shall make a written report of such business to the employees and Principal in that building.
7. Each "T-Bargaining" unit member assigned to that building and the Principal shall have the right to have matters placed on the EBC agenda and shall have the right to speak to the EBC on an item which the employee has initiated unless a majority of the Council votes to limit discussion. The Council's meetings shall be open to all employees in the building and to the officers and staff of the Association.
8. Examples of areas of concern an EBC may wish to consider include, but are not limited to: budget, curriculum, textbooks, distribution of materials and supplies, assignment of duties, staffing, staff development, discipline and parent visitation.
9. Employees not specifically assigned to a building, may form their EBC in keeping with provisions stated above. Any problems with establishing an EBC will be referred to the Association and to the Chief Personnel Officer for resolution. Any problem unresolved after such referral, may be submitted to the grievance procedure of this Agreement beginning at STEP TWO.
10. Unless otherwise specified in this agreement, any vote that is to be conducted by the EBC must carry by at least 51% of the faculty voting.

## **SECTION H - RELEASING STUDENTS FROM SCHOOL**

Employees shall not release a student from the school without written authorization of the Principal.

## **SECTION I - PROHIBITION OF LEAVING MONEY AT SCHOOL AFTER HOURS**

1. The Principal shall make provisions for funds collected during the school day and for establishing the time during the day such funds normally are to be turned-in. Funds turned-in according to the established time are the responsibility of the school. The Principal also shall make provisions for funds collected after the established time so these funds can be placed in the night depository of the school's bank. When designated

by the Principal, sponsors of activities or any individual employee shall place funds collected after the established time in the night depository of the school's bank. Funds are not to be taken home. Employees charged with the responsibility of depositing funds in the night depository of the school's bank shall be reimbursed mileage at the rate provided elsewhere in this Agreement.

2. Except in extenuating or unusual circumstances, employees who do not adhere to the above requirements shall be financially responsible for such funds unless determined otherwise by the Principal.

## **SECTION J - ITINERANT EMPLOYEES AND ADULT EDUCATION EMPLOYEES**

In arranging schedules for employees who are assigned to more than one (1) school, an effort shall be made to limit the amount of inter-school travel. Such employees shall be notified of any changes in their schedules two (2) days prior to such changes except in emergency situations. Such inter-school travel will be authorized for reimbursement pursuant to Article II, Section N (2) of this Agreement.

## **SECTION K - STAFF DEVELOPMENT INSERVICE TRAINING**

1. In compliance with the law, a staff development program for employees will be provided each year by the Board.
2. The purpose of a staff development program is to improve the quality of instruction in the schools and expand the qualifications of employees, and to provide employees alternative ways to update their certification. To this end, the District will give consideration to providing pre-recorded courses of study to allow employees the opportunity to expand their qualifications.
3. The Association shall provide input through the Professional Development Advisory Committee (PDAC). Following Board approval of the 2000-2001 negotiations, current vacancies on the PDAC will be filled in equal numbers of District appointments and Association appointments. As a vacancy occurs, the District may appoint a member and as the next vacancy occurs the Association may appointment a member. This process will continue throughout the 2000-2001 school year. Beginning with the 2001-2002 school year, the Association may appoint the same number of Representatives to the Committee as appointed by the District.
4. The District will make an effort to recognize employees in the FOCUS on Education who receive county, state or national juried awards. It shall be the responsibility of the employee recipient to notify FOCUS on Education of said award(s).

## **SECTION L - PAYCHECKS**

1. Each employee shall be provided the option of receiving his/her paychecks in one of the following two (2) ways:

### **Pay Plan A**

The employee shall be paid in twenty-four (24) equal installments to be issued the 15th and the last day of each month, beginning with the last day of August, except that the June 15 paycheck shall be paid to employees on their last duty day of the school year. If a payday falls on a weekend or holiday, checks will be issued on the last duty day preceding that weekend or holiday. Employees shall receive their checks in a pay envelope at their regular building on regular school days as set forth herein. During the summer, when regular

school is not in session, employees shall receive their checks either via first class U. S. Mail to the employee's home address or at their school site on the posted pay date. Such option shall be at the discretion of the employee. Employees may have their checks sent to a special address by furnishing a self-addressed envelope to the Principal.

#### Pay Plan B

The employee shall be paid in twenty-one (21) equal installments to be issued the 15th and the last day of the month beginning with the last day of August, except that the June 15 paycheck shall be paid on their last duty day of the school year. If a payday falls on a weekend or holiday, checks will be issued on the last duty day proceeding that weekend or holiday. Employees shall receive their checks in a pay envelope at their regular building on regular school days as set forth herein. Employees shall be mailed their 21st check either via first class U. S. Mail to their home address or at their school site on June 30 (or the last day the school is open prior to June 30 if June 30 is a day the school is closed). Such option shall be at the discretion of the employee. Employees may have their checks sent to a special address by furnishing a self-addressed envelope to the Principal.

2. Employees may elect either Pay Plans A or B and will remain on such pay plan until the District receives a written notice of a change in pay plans. Any change will be honored at the beginning of the next school year.
3. Employees on either pay plan also may opt to have regular payroll checks electronically deposited in the employees choice of banking/savings and loan/credit union institutions. The procedures to provide for such direct deposit option and how to stop such option shall be established by the District and distributed to all employees. Such procedures will be reasonable and allow the employee as much flexibility as is reasonably possible.
4. A schedule of summer pay dates for summer work shall be posted in each summer school center and provided to the Association.

#### **SECTION M - DUTY-FREE LUNCH**

All employees shall have a duty-free continuous lunch period scheduled during a window beginning with the first student lunch period and ending with the conclusion of the last student lunch period during the school day. Such duty-free lunch period shall be no less than twenty-five (25) continuous minutes although a longer period of time is encouraged.

#### **SECTION N - EXTRA DUTY ASSIGNMENT**

Employees will not be assigned to extra duty assignment(s) in conflict with previously assigned duties.

#### **SECTION O - SUBSTITUTE EMPLOYEES**

1. Permanent Substitute Employees who are properly certificated for regular T-Bargaining Unit Positions will be placed in said position effective with the beginning of the 1995-96 School Year and will no longer be considered Permanent Substitute Employees.
  1. Permanent Substitute Employees who are not properly certificated for regular T-Bargaining Unit Positions shall remain at their existing building and this cadre of employees will be phased out by attrition or for cause as outlined in Article II, Section M of this Agreement unless otherwise agreed to by



the parties. This cadre of employees shall be provided the following effective with the beginning of the 1995-96 School Year.

- (1) The work year for Permanent Substitute Employees shall be 182 days, plus 6 paid holidays, for a total of 188 days. Permanent Substitutes shall be paid in accordance with Appendix G of this Agreement. The teacher payday schedule shall apply to Permanent Substitutes.
- (2) The workday for Permanent Substitutes shall be seven and one-half (7 ½) hours per day, including a duty-free continuous lunch period of no less than twenty-five (25) minutes each workday.
- (3) Permanent Substitutes are classified as non-instructional employees and will not receive increments for experience, nor will service as a Permanent Substitute be counted toward professional service contract eligibility. Sick leave shall be earned in the same manner as non-instructional personnel.
- (4) Permanent Substitute Employees will be provided paid personal leave as set forth in this Agreement.
- (5) When an employee is absent, the Principal shall utilize the Permanent Substitute first, before seeking other substitutes or other employees to fill-in for an absent employee. Only when a Permanent Substitute Employee is not filling-in for an absent employee, will the Permanent Substitute be asked to perform other duties as directed by the Principal.
- (6) Permanent Substitutes will be evaluated as set forth in this Agreement.
- (7) Permanent Substitute Employees who work or reside in the Glades Area shall receive one-half the supplement provided to instructional personnel as set forth in this Agreement.
- (8) Permanent Substitute Employees will be provided Medical, Dental and Life Insurance coverage as set forth in this Agreement.

## 2. Interim Employees

1. Interim Employees are employees who have filled-in for another employee who is on an approved leave of absence or who are otherwise employed in keeping with Article IV, Section B (1) of this Agreement.
2. An interim employee shall receive pay based on Appendix A.
3. Interim employees shall not have the right to transfer and may be released from their employment with seventy-two (72) hours advance written notice.
4. If an interim employee is later employed in a position as a regular employee, he/she shall no longer be considered interim. A regular employee shall not be returned to interim status.
5. Interim employees who have satisfactorily fulfilled their responsibilities, as determined by their Principals, will be given first consideration when filling vacancies for which they are certified.

## **SECTION P - SECONDARY (MIDDLE, HIGH, VOCATIONAL, ALTERNATIVE, SPECIAL) SCHOOL SCHEDULING**

1. Employees in middle, high, vocational, alternative and/or special schools shall not be assigned to more than

five (5) periods per day as set forth in #4 below or a modified schedule as voted on by the faculty as outlined in paragraph 7 of this article.

2. An assignment of an employee in any such secondary school for a sixth period shall be by mutual agreement of the employee and the Principal. However, in the event a volunteer is not available, the Board reserves the right to assign an employee to an additional period (see #5 below).
3. The length of the class period in a secondary school shall not be less than 50 minutes nor more than 55 minutes or a modified schedule as voted on by the faculty as outlined in paragraph 7 of this article.
4. The regular daily schedule of each secondary employee shall consist of no more than five (5) assigned periods within the seven (7) period instructional day for students or a modified schedule as voted on by the faculty as outlined in paragraph 7 of this article. Of the remaining two (2) periods, one (1) shall be assigned for purposes of planning, in accordance with Article III, B, 4. The second period shall be used for planning and other work related non-instructional activities of the employee; when necessary such activities may include assigned school operation responsibilities which were traditionally managed before, during or after the student day. Such assignments shall be equitably distributed.
5. a. Employees in middle, high, vocational, alternative and/or special schools who are voluntarily or involuntarily assigned a sixth period shall be compensated according to Appendix F. Should an employee work less than the entire year, the supplement will be prorated for the amount worked.
  1. In compliance with Article III, B, 4, secondary (middle, high, vocational, alternative, special) school employees such as counselors, media specialists, occupational specialists and other non-regular classroom employees in each secondary school will develop in cooperation with their Department Chair (or Team Leader where a Department Chair is not a position in the school) a schedule which allocates planning time to such employees consistent with the amount of planning time classroom teachers are scheduled in that school on a weekly basis.
  2. In those instances where either the Principal or such employee described in (b) above believes that scheduling and planning time is not feasible due to the workload assigned the employee, a meeting will be held between the Principal and the employee. If the Principal and the employee agree that the workload assigned the employee is such that the assigning of planning time does not allow the employee sufficient time during his/her workday to meet the need of students, other teachers and parents, a sixth period supplement will be awarded to the employee as set forth in (a) above.
  3. If an agreement cannot be reached between the Principal and such employee, the issue may be taken to the Employee Building Council at that school for review and recommendations.
  4. If a satisfactory solution cannot be reached at the school level, the Area Superintendent may be requested to review and resolve the matter.
  5. Planning time is defined as non-student and non-parent contact time during which such employees will not be assigned specific responsibilities or duties except as provided in III, D of this Agreement. Departmental or team planning will not be considered a violation of this provision. Planning time is also defined as being somewhat different in nature from a classroom teacher's planning time. For example, a classroom teacher may elect to use planning time to grade papers. A counselor may choose to review a student's records and a media specialist might review material orders during their planning time.

6. Vocational instructors assigned to teaching duties for six (6) hours per day shall be entitled to a supplement for the sixth hour.
7. In the event the administration wishes to modify scheduling, the building Principal will propose such scheduling modifications to his/her respective Employee Building Council which will conduct a secret ballot vote of all employees covered by this Agreement who are assigned to that building. Such employees may vote to adopt the proposed scheduling modifications or to reject the proposed modifications. If adopted, the duration of such scheduling modifications shall be no longer than the end of the first full school year after the modifications were adopted. If the administration wishes to extend the scheduling modifications beyond this time period, another vote must be taken as set forth above.
8. The Board will have unilateral authority to adopt a secondary school schedule other than the seven (7)-period day schedule. In the event the Board adopts a different secondary schedule, the procedures set forth in paragraph 7 above will be the procedure used by the administration in the event the administration wishes to modify whatever new schedule the Board may adopt on a secondary school by secondary school basis. Further, the Board agrees to negotiate with the Association the impact on the Association's bargaining unit members' terms and conditions of employment of any Board adopted change to the seven (7)-period day. To effect these impact negotiations, the Board will notify the Association at least sixty (60) days in advance of the date the Board makes effective any change from the seven (7)-period secondary schedule. The Association will have the right to negotiate the impact of the new schedule and to renegotiate paragraph 4 above so it complies with the new secondary schedule adopted by the Board.

#### **SECTION Q - SMOKE-FREE ENVIRONMENT**

In keeping with Florida Law, all school buildings are to be smoke-free. Adult smoking areas will be designated by the Principal on the grounds of the school center. Such area will be at least fifty (50) feet from any exit door.

#### **SECTION R - ASSOCIATION REPRESENTATION**

With the concurrence of the Association on an individual case by case basis, an employee shall be entitled, upon his/her request, to have present an Association representative of his/her choice when the employee so requests in the event said employee is to have any kind of meeting with a school administrator, a school police officer or agent thereof which, in the opinion of the employee, may lead to some form of discipline being taken against the employee. The request for the presence of a representative of the Association shall not delay such proceedings for more than two (2) days unless in the judgment of the Principal an emergency exists which requires prompt attention. In cases of an emergency, the meeting will be delayed two (2) hours while attempts are made to secure the presence of an Association staff person to represent the employee. If an Association staff person cannot be secured within such two-hour period, the Association Faculty Representative for the school will be present at the emergency meeting to act as the employee's representative.

#### **SECTION S - DISCRETIONARY FUNDS FOR SUPPLIES/EQUIPMENT**

Funds designated to reimburse employees for expenditures for supplies will be allocated by the schools from their regular supply budgets. Principals will have the sole responsibility for determining how much will be allocated for this purpose. Allocations are to be made on an employee-by-employee basis.

Employees may voluntarily pool their individual allocations or portions of their allocations to make joint purchases, but each employee in a pool must agree to the joint purchase before any part of his/her allocation can be expended.

Allocated funds not expended by the last day of school before Spring Break of any fiscal year will revert back to a school's regular supply budget and the Principal may expend such supply funds at his/her discretion during the balance of that fiscal year. No unexpended funds will be carried over from one (1) fiscal year to the next fiscal year.

Reimbursement requests shall be made to the Principal. The request should include a detailed description of the purchase and should be accompanied by an original invoice, receipt or register tape. In order to avoid confusion and delay, employees should not commingle reimbursable and personal purchases on the same invoice, receipt or register tape. Sales taxes will not be reimbursable; therefore, employees should provide vendors with the District's sales tax exemption certificate number. However, since the sale will be to an employee rather than directly to the District, employees should be aware that vendors may not waive the charging of sales taxes.

Reimbursement of employee purchases will be made from the school's petty cash funds. Schools will accumulate reimbursement requests and forward them to Finance for replenishment of their petty cash funds in accordance with established procedures governing petty cash. Amounts reimbursed to employees will be charged against the supply budget indicated by the school on the replenishment request.

The EBC should be given the opportunity to comment on the allocation amount before it is finalized and announced to the building's employees. Employees are to be informed of their individual allocation amount at the time that the procedure is announced to them.

**SECTION T - OUT-OF-BUILDING COMMUNICATIONS**

Any employee required to conduct a class out-of-doors will be provided with a walkie-talkie if requested by said employee.

All other employees who voluntarily conduct classes outside will be provided a walkie-talkie upon request if available within the building.

**ARTICLE IV - VACANCIES AND TRANSFERS**

**SECTION A - PLACEMENT PRIORITY CLASSIFICATIONS**

Unless otherwise agreed to by the parties, the following procedures will be used when filling vacant or new positions which are bargaining unit positions. These procedures will be followed in descending order as listed:

- a. Voluntary Transfer requests.
- b. Placement of employees who have been identified as a Unit Adjustment Transfer.
- c. Call-backs under the "Lay-Off/Call-Back" procedure.
- d. New hires (including interim employees).

NOTE: New hires, including interim employees may be employed during the Voluntary Transfer period, but only after the vacancy has been posted and all procedures set forth in Section F have been completed and only after the call-back procedures (if applicable) in Section H below have been completed.

## **SECTION B - POSTING AND FILLING VACANCIES (Voluntary Transfers)**

1. A "vacancy" shall mean an open (current or new) bargaining unit position. Vacancies caused by employees on approved leaves of absences will be filled by an Interim Employee in keeping with Article III, Section O (2) of this Agreement. Permanent vacancies (vacancies caused by the creation of a new position or caused by an employee permanently leaving that position) which occur prior to the forty-five (45) days before the last teacher contract day will be filled for the balance of that school year with annual contract employees; however, if the vacancy is filled by an out of field assignment or if the vacancy is in a specific special program (requiring other educational requirements above certification) and no acceptable candidate possesses these requirements, the vacancy will be filled by an Interim Employee. A vacancy which occurs within the last forty-five (45) teacher contract days, will be filled by an annual contract teacher, an Interim Employee or by a day-to-day substitute. (A day-to-day substitute is not a member of the bargaining unit.) Upon request, the Association shall be informed, in writing, of the filling of the vacancies described in this paragraph including the names of the individuals filling such vacancies, the dates of employment/assignment to such vacancies, and the status of the individuals filling such vacancies, i.e., annual contract, interim or day-to-day substitute.
2. Unless specifically set forth otherwise in this Agreement, all bargaining unit vacancies will be posted as they occur. Such posting shall be made in the School District publication, *FOCUS on Education* (unless the publication is replaced with another method of advertising), as long as such publication is maintained by the District, and shall be distributed to all members of the bargaining unit and to the Association during the school year, including a distribution with payroll information/checks in the June 30 payroll mailing. In the event the *FOCUS on Education* is discontinued, vacancies shall be posted in a prominent location at each school site and employees will be notified of this location. In addition, such vacancies shall be provided to the Association's offices at the same time as they are distributed to the school sites. Further, such vacancies will be recorded on the District's Vacancy Hotline to allow employees to call and be informed of such vacancies. During the "voluntary transfer period" all known vacancies for the following year will be posted. This

includes any position occupied by a day-to-day substitute who is filling a vacancy during the last forty-five (45) teacher contract days or any position occupied by an interim employee.

3. Employees who are on a Professional Services Contract or Continuing Contract, and who announce their resignation or retirement by February 1<sup>st</sup> of that school year, shall receive an incentive payment of \$250. The employee must work through the end of the school year, and payment will be made in the last paycheck for the year. The resignation/retirement will not be revocable by the employee unless the District agrees.

## **SECTION C - VOLUNTARY TRANSFER PERIOD**

1. The "Voluntary Transfer Period" shall begin no later than fifty-five (55) teacher work days prior to the last teacher work day of that school year and end twenty (20) teacher work days thereafter. [A change in this date may be accomplished with the mutual written approval of the Superintendent or designee and the Association President or Executive Director.] Vacancies for the following school year posted as late as the last day of the Voluntary Transfer Period will be considered posted within such period and all of the following provisions which apply to the filling of vacancies during the voluntary transfer period shall apply to filling these vacancies.
2. Filling vacancies during the voluntary transfer period are subject to the following:
  - a. vacancy exists and is posted

- b. vacancy is in the applying employee's area of certification, if applicable
  - c. the applying teacher is in at least his/her third year of employment with the District and will be on a continuing or a professional service contract in the ensuing school year
  - 4. transfer request packet (see Appendix K) will have been submitted to the Principal at the school to which a transfer is being requested
  - e. a separate transfer request packet must be submitted for each transfer request
  - f. applications are considered timely if postmarked no later than seven (7) days after such vacancy is posted
  - g. the Principal at the school accepting applications shall review and screen applicants and is required to interview a minimum of three (3) applicants, if that number has applied, are properly certificated, and have made a timely application. Two (2) of those to be interviewed shall be the most senior applicants meeting the above requirements.
3. In order to receive active consideration, an employee must reapply for transfer each time a particular vacancy is posted.
  4. Voluntary transfers may be made outside the voluntary transfer period provided both Principals and Area Superintendents approve such transfer, and provided the employee is in at least his/her third year of employment within the District.

#### **SECTION D - NOTIFICATION OF TRANSFER REQUESTS AND EXCEPTIONS**

1. All interviewed transfer applicants who seek a particular position shall be notified personally or in writing when the position is filled.
2. The parties agree that circumstances may arise in the resolution of a grievance or of a labor-management dispute when an employee will be placed in a position through mutual agreement of the parties. In such cases, the procedures in Sections A through F of this Article shall not apply.

#### **SECTION E - UNIT ADJUSTMENT TRANSFER (UAT) PROCEDURES**

1. Voluntary transfers will be permitted and encouraged whenever possible. When a school loses a unit and must identify a UAT employee to be transferred to another location, the least senior employee in the affected building (Seniority shall be determined as District wide as defined in Article IV, H, 2) in the appropriate certification area (as defined in Article IV, H, 3) shall be declared a UAT until (1) or more of the following exceptions apply.

Exceptions:

- a. An employee with more seniority volunteers to transfer, thus eliminating the need to transfer a UAT employee.

- b. Employees with properly documented performance problems from the present year or employees who are on a CTAS Professional Development Plan will not be a UAT.
- 1. When a department is overstaffed, the least senior employee in that department is identified as a UAT unless said employee has multiple areas of certification and can replace a less senior employee in another department within the school.
- 2. Employees holding the following positions during the school year prior to the year during which Unit Adjustment Transfer actually occurs will not be considered a UAT.
  - (1) Ten (10) High School Head Coaches selected by each respective High School Principal.
  - (2) High School Athletic Directors.
  - (3) High School Directors of Band and/or Chorale/Chorus.
  - (4) High School Advisors of Yearbook and/or Newspaper.
  - (5) High School Coaches of Drama and/or Debate.
  - (6) Employees who have received additional formal training within the District to teach in specific special programs (Montessori and International Baccalaureate, etc.)
  - (7) Each High School Principal may make one (1) exception in addition to those exceptions listed above.
- e. Any additions to the above list of exceptions must be mutually agreed upon by the Association and the Superintendent's designee.

2. GENERAL PROVISIONS FOR THE UNIT ADJUSTMENT TRANSFER PROCEDURE

- a. UAT employees shall be transferred to a position in keeping with Article IV, Section C, 4 of this Agreement.
- b. A UAT employee who holds a supplemental duty contract in a building will be permitted to continue to hold said supplemental duty contract with the agreement of both the employee and the sending and receiving Principal.
- 2. Principals must submit in writing to the Chief Personnel Officer a "UAT Justification Form" for each UAT employee and a copy of the employee's current certification. The Area Superintendent must approve each UAT employee in keeping with the above, before the employee is notified.
- 3. If a UAT employee has performance concerns as properly documented via the evaluation procedures of the District in the receiving school within the first year, the next academic year the employee will be returned to the Principal who gave the last satisfactory evaluation, if possible. \*

\* NOTE: Situations such as the retirement of a Principal may not permit this movement.

- 3. If a UAT excess occurs, the following will occur prior to beginning the voluntary transfer period.
  - a. All provisions of Section D, 1 (a) of this Article will have been implemented and completed if a new school is

opening.

- b. All provisions of Section D, 2 of this Article will have been implemented and completed if a school is becoming a new magnet school.
- c. All buildings will have determined which employees, if any, will be Unit Adjustment Transfer.

#### 4. UNIT ADJUSTMENT TRANSFER (UAT) PROCEDURE

- 1. Ten (10) teacher workdays following the last day of the voluntary transfer period, employees will be notified if they are a UAT.
- 2. All known vacancies for the next school year will be published and distributed to all UAT employees. This posting shall include all positions occupied by interim employees and day-to-day substitutes filling permanent vacancies. New schools need only post one-third (1/3) of their vacancies for this procedure.
- 3. All UAT employees who are or will be employed under an Annual Contract for the next school year will be placed on a separate list and be placed in a placement pool.
- 4. All UAT employees who are or will be employed under a Professional Service or Continuing Contract for the next school year will be listed according to seniority as defined in Section H (2) of this Article.
- 5. Each UAT employee shall be provided with an Instructional Placement Preference (IPP) Form to identify four (4) schools to which each prefers to be placed (number 1 is the employee's first choice, number 2 is the employee's second choice, number 3 is the employee's third choice, and number 4 is the employee's fourth choice). Schools considered for placement shall only be those identified in (b) above.
- 6. The IPP must be returned to Instructional Employment Services no later than ten (10) teacher workdays following the last day of the UAT employee notification period in (a), above.
- 7. Instructional Employment Services will categorize the forms that are returned by seniority as defined in Section H (2) of this Article.
- 8. Area Superintendents, Principals and Instructional Employment Services will determine in which of the four (4) school preferences the UAT employee will be placed, providing an opening exists.
  - 1. In the event the UAT employee does not accept one of the four placements, the employee will be placed in a pool with the Annual Contract UAT employees. In the event an opening for a CC/PSC teacher does not exist, he/she will be placed in the AC pool and will then be placed in a position in accordance with seniority as defined in Section H (2) of this Article.
- 10. UAT employees placed under (h) and (i), above will be placed no later than the last teacher work day.
- 11. Instructional Employment Services shall strive to place/assign all remaining UAT employees within fifteen (15) days after (h) and (i), above. It is understood that in certain cases it may take longer than fifteen (15) days to place/assign some UAT employees. When making such placements/assignments, Instructional Employment Services shall strive to consider the wishes of the affected employee.
- 12. Depending on the number of teaching units at a school, UAT employees will be placed as follows:



0-50 teaching units	no more than two (2) UAT employees will be placed
51-75 teaching units	no more than three (3) UAT employees will be placed
76-100 teaching units	no more than four (4) UAT employees will be placed
101-150 teaching units	no more than five (5) UAT employees will be placed
151 and over	no more than six (6) UAT employees will be placed

The Principal may in his/her discretion exceed the number of placements identified above.

## **SECTION F - NEW SCHOOLS AND "MAGNET SCHOOLS"**

1. When a new school opens at the beginning of the school year, the bargaining unit vacancies in that new school will be filled as follows:
  1. First, one-third (1/3) of the vacancies will be listed, published and distributed to all bargaining unit members assigned to schools which will be giving up students to the new school. The posting shall include information that the vacancy is at a specific new school to be opened, the date of said opening and that this posting is to fill one-third (1/3) of the bargaining unit vacancies at this new school. Bargaining unit members assigned to schools which will be giving up students to the new school may apply for such positions with the clear understanding that the decision of who is interviewed and who is selected is at the sole determination of the Principal of the new school provided that the new Principal fills one-third (1/3) of his/her bargaining unit vacancies from bargaining unit members assigned to schools which will be giving up students to the new school when it opens.
  2. Second, the next one-third (1/3) of the bargaining unit vacancies at the new school will be posted during the voluntary transfer period. Employees may apply for such vacancies in keeping with Section C of this Article.
  3. Finally, the last one-third (1/3) of the bargaining unit vacancies will be filled through the Unit Adjustment Transfer Placement procedure set forth in Section E, 4 of this Article. It is understood that eligibility for a vacancy includes the ability to meet specific needs, such as supplemental assignments for designated positions.
  4. Nothing in this subsection shall prohibit a Principal of a new school from filling department head/chair vacancies prior to, during or after the UAT Placement, provided that the number of department head/chair vacancies so filled that are not in accordance with (a) or (b) will count against the number of vacancies in (c) above.
  5. When a new school opens at a time other than the beginning of the school year, and staffing has not occurred through the procedures outlined herein, the parties shall meet and work collaboratively to develop procedures for staffing.
2. If a school is going to become a "magnet school," those employees not wishing to remain at that school shall be considered a UAT and shall be treated like any other UAT employee, except the Principal of the new magnet school shall be required to retain forty percent (40%) of the current staff from among current staff who volunteer and are accepted to remain assigned at the new magnet school. If less than forty percent (40%) volunteer and are accepted to remain, then the Principal shall freely select those who shall be required to remain. Those involuntarily remaining may exercise their option for a voluntary transfer during the voluntary transfer period. If more than forty percent (40%) express an interest in remaining, the Principal is free to retain them or such portion of them that meets forty percent (40%). In addition, affected employees who become a UAT from that school who still wish to remain at that school may apply for vacancies posted for that school as set forth below.

1. Notwithstanding Section B of this Article, vacancies posted when a school is going to become a new magnet school shall include the information that the vacancy is at a specific new magnet school. Employees may apply for such vacancies with the clear understanding that for the first year of the existence of the new magnet school the decision of who is interviewed and who is selected to fill these vacancies is at the sole determination of the administration. Otherwise, the selection process shall follow provisions of Sections C, and then D, 4 of this Article.
2. After a new magnet school has been in place for at least seven (7) months, but not more than one (1) year, any employee assigned to that school may voluntarily participate in the UAT Procedure. The District will notify in writing employees assigned to a new magnet school of their right to voluntarily transfer themselves under provisions of this paragraph. These employees also will be informed of the date of the UAT Placement Procedure as a part of this written notification which shall be delivered to said employees at least ten (10) days prior to the date the IPP must be returned to Employment and Placement Services. Such employees will have five (5) days after receipt of this written notification to exercise their right to participate in the UAT Procedure by providing written notice to the Chief Personnel Officer that they are voluntarily participating in the UAT Procedure.
3. It is understood that under 2 above employees on a District assistance plan shall be placed as determined by the administration.

#### **SECTION G - INVOLUNTARY TRANSFERS**

When an involuntary transfer is required, the administration shall provide assistance in finding an appropriate new position. The administration shall provide affected employees with a copy of all employee vacancies. Also, said employee(s) shall provide the Chief Personnel Officer with a list of three (3) schools in the County to which they prefer to be transferred. Only if no vacant positions exist at any of these three (3) listed schools shall the employee be involuntarily transferred to another available position. The administration shall give consideration to the wishes of the affected employee when placing that employee in an available position.

#### **SECTION H - LAYOFF/CALL-BACK PROCEDURES**

In the event that a layoff becomes necessary due to declines in enrollment, budgetary restrictions, reorganization, or other cause as agreed to by the parties, the following layoff provisions shall apply:

1. The Board shall determine the specific work locations and areas of certification and specialty or the specific positions to be eliminated. Once the specific areas of certification, specialty, or position 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 will be notified of any impending layoff before any effected employees are notified.
2. For the purposes of this Agreement, 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 county. When ties occur in determination of seniority, they will be broken by the date on which employment was offered by the Division of Personnel or the date of the Principal's recommendation, whichever is the earlier date. If ties remain, the decision as to who shall be released shall be a coin toss and witnessed by Association representatives.
3. Layoffs will be based upon areas of certification and shall be governed by the following specific provisions:

1. In elementary schools, employees shall be considered to be at two (2) levels and shall possess appropriate certification for that level.
  - (1) Early Childhood - Kindergarten
  - (2) Elementary - Grades one through five (5) (except that elementary employees may not be involuntarily transferred to middle schools).
2. In the secondary schools, areas of certification shall be deemed to be areas for which the employee holds certification (however, a sixth grade employee at the middle school level shall not be involuntarily transferred to an elementary school).
4. Once specific positions and/or areas of certification and levels are determined, reduction shall be made on a county-wide basis as follows:
  1. Employees holding temporary or provisional certification will be the first released.
  2. Fully certificated annual/probationary contract employees, the next released.
  - c. Continuing/professional service contract employees will be the last to be released.
  1. Within each of the items (a) through (c), reductions shall be made such that 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.
5. An employee whose job is to be eliminated by county-wide reduction shall be notified by certified mail.
6. Once reductions have been made on a county-wide basis, then the reductions shall be made in the specific schools identified by the Board. The affected employees shall be reassigned to the open positions created by the county-wide reductions by seniority and within areas of certification.
7. Employees who have been laid-off shall be considered first for positions for which they hold certification as defined in Section 4 above. Such employees shall be recalled in descending order of seniority, with continuing/PSC contract employees being recalled first and then fully certificated annual contract employees. Such recall rights shall not extend beyond two (2) years after the actual layoff occurs.
8. Employees being recalled shall be notified by certified mail and shall have fifteen (15) calendar days from the date of receipt to respond affirmatively. It shall be the employee's responsibility to make appropriate arrangements for forwarding or receipt of mail if he/she will be away from his/her mailing address for more than three (3) days.
  1. If an employee fails to respond or responds with a negative answer, the next properly certificated employee on the seniority list will be contacted.
  1. If an employee fails to respond and/or responds with a negative answer more than three (3) times, that employee's name will be moved to the bottom of the seniority list for recall purposes.

**SECTION I - PROFESSIONAL SERVICE CONTRACT (PSC) THROUGH CHANGE OF ASSIGNMENT  
AND ELIGIBILITY FOR A PSC**

1. Any employee who is otherwise entitled to a professional service contract as set forth in 2 below, shall not be deprived of same because of a transfer or reassignment.
2. Any employee who holds a regular certificate as described by F. S. 231.17, and Rules of the State Board of Education, who has completed at least three (3) of the previous five (5) years in the District and who has been reappointed by the School Board, shall be issued a professional service contract as a teacher in such form as may be prescribed by Rules of the State Board. The exception to this provision is when an employee is offered and accepts a fourth year annual contract in keeping with all applicable laws, rules and regulations.

## **SECTION J - SUMMER SCHOOL (SPECIAL SESSION) EMPLOYEES**

1. The Board each year will publish a list of anticipated summer school (special session) vacancies, together with the necessary forms and instructions for submitting applications. The target date for publishing the list will be April 15.
2. Employees who wish to be employed for the summer (special session) school program shall submit applications so as to arrive at the Personnel Office ten (10) days after the vacancies are published. Applications are not to be sent to the summer school (special session) centers or to summer school (special session) Principals. Applications must show the schools in which the employee will accept employment.
3. The Superintendent shall announce summer school (special session) appointments no later than forty (40) days after the vacancies are published. The official appointment shall be made in writing, but may be withdrawn depending on actual enrollment and program needs.
4. Qualified employees who have applied for summer school (special session) assignments shall be appointed before hiring any other summer school (special session) employees. This includes the hiring of special contracted services when comparable work is required.
5. If a conflict exists between the employee contractual year and summer school (special session), the dates of summer school (special session) shall be changed to eliminate such conflict.
6. The parties agree that the name change from "summer school" to "special session" is only a name change and does not in any way imply any agreement(s) concerning year-round schools or any other change(s) to employees' wages, hours and/or terms and conditions of employment.

## **SECTION K - VOCATIONAL EDUCATION, ADULT EDUCATION AND COMMUNITY SCHOOL PART-TIME EMPLOYMENT**

1. All qualified employees may apply for employment as vocational education, adult education, and community school part-time employees for evening classes.
2. Appointments for these positions shall be open to all qualified employees of the school system.
3. The Board will publish a list of anticipated vocational education, adult education, and community school part-time vacancies for the next school year in the *FOCUS on Education* by May 15. Appointments to these positions shall not occur until two (2) weeks after the May 15 publication of these vacancies.
4. Qualified applicants who are employees of the school system shall be appointed to these positions prior to qualified applicants who are not employed by the school system. In addition, those persons who have held or hold these positions, and have performed satisfactorily shall be considered prior to other qualified applicants

as described heretofore.

5. Evening employment will be limited to two (2) nights a week unless additional evening employment is approved by the Director of the respective program.

## **ARTICLE V - LEAVES**

### **SECTION A - PAID LEAVES: GENERAL PROVISIONS**

Paid leaves are provided for illness of the employee including childbirth, illness or death of a family member, personal business, vacation leave, in-line-of-duty, professional leave, jury duty, witness duty, temporary military leave, and temporary duty elsewhere leave. Prior and sufficient notification shall be given where appropriate or as otherwise specifically set forth elsewhere in this Agreement. The following general provisions apply to all paid leaves:

1. Employment While on Leave - An employee may not engage in employment during his/her normal duty hours while on compensated leave except as specifically provided herein.
2. Leave Authorization - All absences of employees from duty shall be covered by leave applications which are duly authorized, a copy of which shall be provided employees upon request. Leave for sickness or other emergencies will be deemed granted in advance, if prompt report is made to the proper authority.
3. An employee returning from a paid leave shall be returned to the same assignment he/she held prior to taking the leave. However, an employee while on a paid leave shall be subject to the Excessing Procedure and the Lay-Off/Call-Back Procedure of this Agreement the same as if they were not on leave. If these procedures become operative and affect the employee on leave, he/she may not be returned to the same position he/she held prior to taking the leave. Likewise, employees while on a paid leave maintain their rights to apply for transfers and/or reassignments as provided by this Agreement.

### **SECTION B - SPECIFIC PAID LEAVES**

1. Sick Leave - Sick leave claims shall be honored as submitted by the employee for his/her own personal illness, as well as illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of the employee's own household. Sick leave days are accumulated as follows:
  - a. Permanent Full-Time Employees - An employee employed on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of permanent employment of each appointive year, and shall thereafter earn one (1) day of sick leave at the end of each calendar month; provided the employee has been on duty or compensable leave a minimum of eleven (11) days within the month; and provided further, that the employee shall be entitled to earn a maximum of one (1) day of sick leave times the number of months of employment during the year of employment. Sick leave shall not be used prior to the time it is earned and credited to the employee.
  - b. Permanent Part-Time Employees - An employee employed on a permanent part-time basis four (4) hours or more per day shall be entitled to four (4) part-days of sick leave as of the first day of permanent employment of each appointive year, and shall thereafter earn one (1) part-day of sick leave at the end of each calendar month; provided the employee has been on duty or compensable leave a minimum of eleven (11) days within the month; and provided further, that the employee shall be entitled to earn no more than one (1) part-day of sick leave times the number of months of

employment during the year of employment. Sick leave shall not be used prior to the time it is earned and credited to an employee. An employee whose duty day basis changes shall have his/her sick leave balance as a permanent part-time employee converted at the rate of two (2) part days of sick leave to one (1) full day of sick leave. The same principle applies to a permanent full-time employee whose duty day credited sick leave at the time of change is one (1) full day of credited sick leave to two (2) part-days of sick leave.

- c. Method of Accumulation: Sick leave shall be cumulative from year to year, and there shall be no limit on the number of days of sick leave an employee may accrue.
  - d. Credit for Out-Of-County Sick Leave: Employees shall be entitled to transfer sick leave credit from other Florida school systems and state agencies which are participants in any of the Florida Retirement Systems. An employee returning to the system after a leave of absence or resignation shall be entitled to the accrued balance credited at time of such leave or resignation.
  - e. Employees who work eleven or more days in the summer school program shall earn one (1) day of sick leave. This provision applies to all employees who work in the summer school program. .
  - f. Verification of Illness: The Superintendent may require a doctor's statement of verification of illness of greater than three (3) days, or whenever an employee is absent the day before or after a holiday or vacation period. When misuse of sick leave is suspected, the Superintendent may investigate and require verification of illness.
2. Personal Leave - six (6) days paid leave shall be allowed for personal reasons each year to be charged against accrued sick leave, provided that such leave be noncumulative.
- a. Except in extenuating circumstances, employees shall request leave for personal reasons forty-eight (48) hours in advance to the Principal.
  - b. Personal leave requests shall not be approved for any day immediately preceding or following a holiday. The exceptions to this provision are:
    - (i) in the case of an emergency ,
    - (ii) bereavement for a member of the employee's immediate family as defined in Section B 1 above,
    - (iii) to observe a religious day of the employee's faith, or
    - (iv) to attend the graduation of a member of the immediate family from a high school, college or university. As used for graduations, immediate family means those residing in the employee's household plus children, step-children, foster children and spouse.
  3. When misuse of personal leave is suspected, the Area Superintendent or his/her designee may investigate and require verification of the emergency, bereavement, religious observance and/or graduation.
3. In-The-Line-Of-Duty Leave - An employee who is absent due to injuries or illnesses clearly received in the discharge of his/her duties shall be entitled to additional sick benefits provided such claim is reported to the Principal/department head within the (2) days of the time of occurrence. Except in extenuating circumstances, failure to make such report within the prescribed time limits above shall result in the claim being denied, unless otherwise approved by the Superintendent.
1. An employee who is injured in the line of duty shall be entitled to up to ten (10) noncumulative additional paid days which shall not be charged against the employee's sick leave balance. These ten (10)

noncumulative days will be applies to the first ten (10) days of approved Workers' Compensation lost time. Additional emergency sick leave may be granted by the Board at the request of the employee. All claims for such leave must clearly substantiate a physical injury received in carrying out assigned duties, or the contracting of an infectious or contagious disease for which inoculations are not available therefrom, at the school center to which they are assigned. An employee shall qualify for up to a maximum additional ten (10) days of noncumulative sick leave if the disease requires the employee to use more than five (5) days of his/her sick leave balance. If the employee does not have five (5) days of accumulated sick leave, this leave shall begin after exhausting his/her sick leave, if any. At the request of the employee, additional noncumulative sick leave may be granted by the Board.

- a. In cases of unusual illness or injury an employee may make a request to the Superintendent for additional compensated leave days. If the Superintendent is satisfied that the condition warrants, he/she shall recommend additional compensated leave to the Board.
1. Any employee who has a claim for compensation while absent because of illness contracted or injury incurred as prescribed herein shall notify his/her Principal as soon as such illness or injury is apparent and shall file a claim by the end of each month or pay period as requested during which such absence has occurred. The School Board shall satisfy itself that the claim correctly states the facts that such claim is entitled to payment.
2. Workers' Compensation - Any Workers' Compensation payments received by the employee while on in-line-of-duty leave shall be reimbursed to the Board. Workers' Compensation leave will follow the Florida Workers' Compensation Law, Chapter 440, effective January 1, 1994.
3. Leave While Quarantined - When an employee has been placed in quarantine by a constituted medical or legal authority, he/she shall remain away from assigned duties for the duration of such quarantine.

He/she shall continue to receive his/her salary during a quarantine period. Such payments shall not be charged against other compensable leave.

Professional Leave - Professional leave may be granted to an employee to engage in activities which will result in his/her professional benefit or that will contribute to the profession. Any employee may be granted a maximum of three (3) consecutive weeks of professional leave during any fiscal year with compensation on duty days when school is not in session; such leave shall be cumulative to a maximum of thirty (30) working days.

1. This leave will not be granted where the time granted will be utilized for enrolling in and completing entire courses of study.
2. An employee who otherwise qualifies may apply for and receive uncompensated professional leave as provided in the Unpaid Leave Section of this Article.

Jury Duty - If an employee is under subpoena for jury duty during the time he/she is engaged in regular professional duties, he/she may make application for temporary duty elsewhere. Such application shall be approved. He/she shall receive regular pay while on jury duty and shall remit to the Finance Department in check or money order the amount of fees, less travel allowance and other expense allowances, received during jury duty.

Witness Duty - When an employee is under subpoena as a witness in court, he/she shall be eligible and shall be approved for Temporary Duty Elsewhere leave and shall receive regular compensation while on witness duty and shall remit to the Finance Department in check or money order the amount of fees, less travel allowance and other

expense allowances, received for witness duty.

**Temporary Military Leave:** If the temporary military service cannot be met outside of that time of contractual employment, temporary leave for military service with the United States Armed Forces or Florida National Guard will be granted with pay not to exceed seventeen (17) days of compensation as provided in Section 115.07, Florida Statutes.

**Sabbatical Leave:** After each six (6) consecutive years of satisfactory service in the District as an employee as defined in Article I, Section A, employees may apply for a year's leave of absence for professional academic advancement. Authorized leave shall not break consecutive service. A person on leave may request and be granted sabbatical leave. A fraction of a year exceeding one-half ( $\frac{1}{2}$ ) of the regular contractual period shall count as one (1) year's service. The Board will provide employment benefits which are provided a regular employee; however, any additional cost will be paid for by the employee. An employee will not earn sick leave or annual leave, if applicable, while on sabbatical leave. The Board will pay retirement and Social Security contributions on the amount of salary actually paid the employee. An employee on sabbatical leave may engage in employment while on sabbatical leave provided he/she meets the requirements set forth in (f) (1) below.

- a. Sabbatical leave for one-half ( $\frac{1}{2}$ ) year may be granted if the applicant is eligible by formula with the further provision that said applicant shall not be eligible for additional sabbatical leave until eligibility is reestablished by six (6) more consecutive years of satisfactory service.
- b. Sabbatical leave shall be granted to qualified applicants according to the following criteria:
  - (1) Sabbatical leave shall be granted to the number of employees that can be granted with a two-hundred thousand dollar (\$200,000) budget, if qualified applicants apply. Such budget is exclusive of mandatory benefits such as contributions to the Florida Retirement System and FICA. Written notification to all employees who applied for sabbatical leave shall be provided by May 1.
  - (2) Sabbatical leave shall be granted based upon points earned. Applicants shall earn one (1) point for each year of continuous service in the District over six (6) years. Applicants shall be considered in descending order of points earned.
  - (3) Applicants for subsequent sabbatical leaves after the first leave shall not be considered until all applications for a lesser number of sabbatical leaves have been considered.
  - (4) In case applicants for sabbatical leaves are tied in total points, selection shall be determined by random selection.
2. An applicant granted sabbatical leave shall receive one-half ( $\frac{1}{2}$ ) of the contractual gross monthly salary according to the salary schedule, based on 196 duty days. If it is found that a sabbatical leave recipient is violating the conditions of his leave, subject to due process and just cause, salary payments may be discontinued and the recipient shall repay all prior payments that were improperly received.
  - a. Sabbatical leave may be carried over from one (1) school year into the next on a continuous basis not to exceed the duty days of the applicant for a year of work. Salary and benefits for a sabbatical leave extending over two (2) school years will be prorated based on the salary schedules of the years involved. Such leave commencing during a year of school shall not be granted until a suitable replacement is provided for the position being vacated. Any carry over from school year of sabbatical leave into the next is not to be considered a part of the quota of leaves possible the second year.



- b. The recipient shall have the option of paying retirement contributions for the salary authorized by the Board during sabbatical leave or he/she may pay on the full amount of the salary received during the previous year's service. Such decision shall be made at the time of the sabbatical leave request.
- c. Sabbatical leave applications shall be filed with the Superintendent not later than April 1 of each year.
  - (1) Each applicant applying for sabbatical leave for professional academic advancement shall submit information relative to the type of work to be undertaken. Each recipient of such leave shall be required to take sufficient course work as to be classified as a full-time student by the college or university of attendance. Proof that such course work has been completed shall be filed with the Superintendent.
3. Sabbatical leave shall not be considered a termination or breach of contract of employment, and the time while on sabbatical leave will be counted for salary and seniority purposes.
1. An employee who is granted a sabbatical leave shall sign a contract with the District stating that:
  - (1) The employee shall return to the District and serve an additional three (3) school years following the expiration of the leave.
  - (2) The employee shall repay the full amount of money received for the sabbatical if he/she fails to return to the District.
  - (3) The employee shall repay two-thirds (2/3) of the full amount of money received for the sabbatical if he/she returns to the District, but stays only one (1) year.
  - (4) The employee shall repay one third (1/3) of the full amount of the money received for sabbatical if he/she returns to the District, but stays only two (2) years.
  - (5) The above 1, 2, 3, and 4 may be waived if the condition of the employee's health is such that he/she files and is qualified for disability retirement from the Florida public schools.

#### Paid Vacation Leave

1. Employees who are employed on a twelve-month contract shall accrue leave, exclusive of holidays, with compensation as follows:
  - (1) Employees with less than five (5) years of continuous service at a rate of one (1) day per month, cumulative to twelve (12) days per year.
  - (2) Employees with five (5) years or more continuous service at a rate of one and one-quarter (1¼) days per month, cumulative to fifteen (15) days per year.
  - (3) Employees with ten (10) years or more of continuous service at a rate of one and one-half (1½) days per month, cumulative to eighteen (18) days per year.
2. Accrued vacation leave shall not exceed thirty (30) work days. The time of vacation will be submitted to the Superintendent for approval upon the written request of the employee and prior recommendation by the

Principal. Vacation leave for an employee shall be scheduled so that there will be minimum disruption of the operation of the school system.

3. Upon employment termination, the employee shall be paid for all unused vacation leave at his/her daily rate of pay for each unused vacation day accumulated.
- D.
- a. Temporary duty elsewhere leave (TDE) may be granted for professional reasons such as attendance at conferences.
  2. All requests for assignment to temporary duty, except as provided below, shall be submitted to the Superintendent at least ten (10) days in advance. The Superintendent may waive the requirement of ten (10) days advance notice. Temporary duty shall not be used for the purpose of earning college credits, improving and/or renewing certificates, except when participating in a staff development program approved by the Board.
  3. Temporary duty elsewhere within the District may be approved by the Principal when no substitute service or other additional cost to the Board is involved or when provided for in the school's staff development plan. The Principal authorizing such temporary duty shall be responsible to ascertain that the temporary duty has been performed. No temporary duty forms need be submitted to the Superintendent for this type of assignment.
- a. When a TDE is approved by the Principal and/or the Superintendent, the employee shall be compensated at his/her regular rate and shall have no deduction from any leave balance.

L.

#### Sick Leave Bank

The purpose of Sick Leave Bank (SLB) is to provide a pool of emergency sick leave days for serious, disabling and long-term illness from which contributors may draw after their own accumulated sick leave has been exhausted. Nothing in this Section shall be interpreted to change any of the provisions in other Sections of this Article except as it provides for additional days of sick leave with pay for members of the SLB.

1. Membership - A full-time employee, having been employed by the Board for a minimum of one (1) full year (10 months) and having at least ten (10) days of accrued sick leave as of date of application for membership, may enroll in the SLB by voluntarily contributing a newly earned eleventh sick leave day to the SLB between August 15 and September 15 of any year in which the bank is to operate. Application forms for membership shall be provided to eligible employees at their school centers during pre-school planning, if possible. An employee shall voluntarily contribute one (1) sick leave day during the enrollment period. Sick leave donated to the bank will not be returned except as provided hereinafter. Written notification shall be provided to all employee applicants to the SLB informing them of acceptance or rejection to membership.
2. Contributions - In the event the number of days in the SLB bank falls below twenty (20) percent of the number of SLB members, each member of the SLB shall be required to contribute one (1) day from their own accumulated sick leave to the SLB. In the event a SLB member cannot contribute an additional day due to leave exhaustion, and is not currently drawing from the SLB, the additional day shall be the next earned sick leave day.
3. Duration - If the membership in the bank should fall below one thousand (1,000) the bank shall be discontinued and the days remaining in the bank shall be distributed as provided elsewhere in this Section.

4. Administration - The SLB will be administered by a Sick Leave Bank Committee consisting of five (5) representatives appointed by the Association. Forms may be obtained by participating employees from the school center, Department of Employee Benefits and Risk Management, or the Association. It will be the function of the Committee to review the administration of the bank, investigate alleged abuses, and determine eligibility as may be established by the Committee. Committee members shall be provided a quarterly report showing the number of SLB members, balance of days, and number of applications for withdrawals.
- a. Benefits - The SLB shall be used only for the personal illness or disability of the SLB member and shall not be used because of illness, injury, disability or death of any other person.
  - (1) In the event of a serious illness or injury of a participating employee, causing the employee to be absent from work for an extended period of time, the employee may receive paid leave as follows:
    - (a) All accumulated sick leave and all other forms of paid leave available to the employee must first be exhausted.
    - (b) Application must be made to the SLB Committee, submitting separate medical certifications from two (2) physicians justifying the leave. These physicians must certify that the conditions meet the level of a long term illness or injury such as a debilitating cancer, TB, stroke, heart disease, a major operation with a long recovery period and serious accidents that will also require a long recovery period. All such illnesses and/or accidents must be certified as being debilitating for a long period of time.
  - (2) Questions raised concerning the eligibility of an employee to receive benefits will be reviewed by the SLB Committee which will make the final determination. In those cases that are denied, the SLB Committee shall provide, in writing, reasons for such disapproval. The SLB Committee's determination is not subject to the grievance procedure and arbitration. The Committee, at the Association's expense, may require an independent medical examination.
- f. Abuse - Alleged abuse of the SLB shall be investigated by the SLB Committee and a finding of abuse shall be certified to the Superintendent. Upon a finding of such abuse, the employee shall be required to repay all of the sick leave credit drawn from the SLB and shall be subject to such other disciplinary action as determined by the School Board to be appropriate. Refusal on the part of the employee to repay said credits shall be grounds for termination.
- g. Discontinuance - If it should become necessary to discontinue the SLB, unused sick leave in the bank will be distributed in the following manner:

The number of sick leave days in the bank divided by the number of current members in multiples of ½ days will be credited to the member's personal accumulated sick leave account. The balance of days equal to less than ½ day per member will be dispensed of by joint decision of the Board and the SLB Committee whose decision will be final and not subject to the grievance procedure and arbitration.
- h. Hold Harmless - The Association, its officers, agents, and member of the bargaining unit will hold the Board harmless for the cost and results of any action which may be brought by any of its members, group or groups of members, members of the bargaining unit, or agencies of law, with respect to the establishment, administration, or expenditure of the assets of the SLB.
- i. Employees choosing not to participate in the Sick Leave Bank shall be eligible for Catastrophic Illness or Injury Leave, as defined in Section 12 below.

- j. Voluntary contributions - Employees choosing not to participate in the Sick Leave Bank may choose to make a voluntary contribution of one (1) or more of their accumulated days to the bank any time during the year.

## 2. Catastrophic Illness or Injury

- a. A catastrophic illness or injury shall be defined as a medical condition not covered by Workers' Compensation requiring absence from work greater than fifty (50) working days of consecutive absence for a single illness or injury.
- b. Any employee who sustains a catastrophic illness or injury may apply for and receive, for use on a matching basis, supplementary catastrophic illness or injury leave not to exceed the number of regular, unused sick leave days that the employee had accumulated on the first day of the regular sick leave applied to the catastrophic illness or injury.
- c. Two (2) medical verifications of such catastrophic illness or injury shall be required. The employee shall fully cooperate with the Board and shall authorize the verification of the illness or injury by his/her physician. The Board shall satisfy itself that any claim for catastrophic illness or injury leave is legitimate and correctly states the facts. The Board, at its expense, may require an independent medical examination.
- d. Catastrophic illness or injury leave shall begin the fifty-first (51st) day of consecutive absence and will not be awarded retroactively.

## SECTION C - UNPAID LEAVES: GENERAL PROVISIONS

3. All absences of employees from duty shall be covered by leave applications which are duly authorized, a copy of which shall be provided employees upon request. Except for short-term leaves of absence, and intermittent political leave, unpaid leaves shall be timed such that the employee returns at the beginning of a new grading period. Except for extenuating circumstances, Sick Leave without Pay for Personal Illness or Illness/death of a Family Member, for more than ten (10) days, also shall be timed so that the employee returns at the beginning of a grading period.

4. An employee taking an approved unpaid leave shall retain the same contractual and salary credit status as he/she had upon taking such leave and shall be returned to the same school, and within certification, to the same assignment he/she held prior to taking the leave, if said leave is for a duration of twelve (12) months or less. However, an employee while on an unpaid leave shall be subject to the Excessing Procedure and the Lay-Off/Call-Back Procedure of this Agreement the same as if they were not on leave. If these procedures become operative and affect the employee on leave, he/she may not be returned to the same position he/she held prior to taking leave. Likewise, employees while on an unpaid leave maintain their rights to apply for transfers and/or reassignments as provided by this Agreement.

5. When an employee is on short-term leave for ten (10) days or less, or intermittent political leave, the District shall continue the employee's group health insurance in full effect as when the employee was not on leave. When an employee is on Family Medical Leave (FML), the District shall continue the employee's group health and dental insurance in full effect as when the employee was not on leave. While on such listed leaves, the employee shall be responsible for his/her share of insurance cost, where applicable. An employee on any other such unpaid leave,

including short-term leave in excess of ten (10) days, who wishes to remain a member of all or any group insurance plans, may do so by paying the premium for such insurance to cover the duration of the leave.

## **SECTION D - UNPAID LEAVES: SPECIFIC PROVISIONS**

**Short Term Leave of Absence** - Any employee desiring a short term leave of absence shall make written application for such leave to the Principal or immediate supervisor. Except in emergency situations, such applications shall be approved in advance. Leave for emergencies may be deemed to be granted in advance, if prompt report is made to the proper authority. The first five (5) requested days of short term leave, whether covered by one (1) or more than one (1) request, will be approved. Requests for short term leave thereafter, regardless of length, will be granted or denied by the District in its discretion. Applications for more than five (5) working days will require that a reason be given and shall be subject to approval by the Superintendent. Employees shall not be gainfully employed during normal working hours while on such leave.

**Long Term Leave of Absence** - A long term leave of absence is permission granted by the Board, at the District's discretion, for an employee to be absent from his/her duties for specified periods of time with the right of returning to duty on expiration of the leave. Leave shall be officially granted in advance by the District and shall be used for the purpose set forth in the leave application. Such long-term unpaid leave, when granted, will be for the remainder of the school year, unless otherwise approved with the initial leave request. In addition, up to one (1) additional year of leave shall be granted upon receipt of a written request from the employee, unless the employee has not been reappointed in keeping with other provisions of the Agreement for the next school year. Such extension of long-term leave shall be timed such that the employee returns at the beginning of a new grading period. Once an employee has exhausted the leave privileges under this subsection (Long-term Leaves), the employee shall be required to return to duty for a full year before being eligible for another long-term unpaid leave.

**Sick Leave without Pay for Personal Illness or Illness/Death of a Family Member** - Employees who have used all accumulated sick leave, but who otherwise qualify for sick leave, shall be entitled to sick leave without pay. When applicable, leave under this subsection (Sick Leave without Pay for Personal Illness or Illness/Death of a Family Member) may be deemed to be granted in advance, if prompt report is made to the proper authority. The employees will fully cooperate with the District and, when appropriate, shall authorize the verification of an illness by their physician(s)

An employee who has disability (income protection) insurance through the District shall not be required to exhaust his/her sick leave to be granted leave under this subsection (Sick Leave without Pay for Personal Illness or Illness/Death of a Family Member). In keeping with the District's disability insurance carrier, an employee who has such insurance through the District may not receive both sick leave pay and disability benefits at the same time.

**Child Care Leave** - An employee may request and shall be entitled to a leave of absence without pay for child care reasons. This will include an employee's natural children, foster children, adopted children or children who are otherwise in the legal custody of the employee, for a period not to exceed eighteen (18) months. For each dependent child, the employee is limited to one (1) leave and such leave cannot be interrupted.

### **Political Leave**

- a. Any employee who has filed to run for political office and is desirous of unpaid leave for political reasons shall make application for such leave and shall be entitled to it. The employee shall not be restricted to

one (1) leave during a political campaign; however, if possible, leave shall be requested for the duration of the campaign. Leave shall be taken for all absences for political campaigning.

- b. Employees shall be entitled to unpaid leave(s) of absence to hold political office. The period of leave shall be negotiated individually with the goal of providing the best situation for the employee affected.

#### Military Leave

- a. Regular Military Service - Any employee who is required or voluntarily enlists to serve in the United States Armed Forces or the Florida National Guard shall be granted military leave without pay. Upon returning to the school system following his/her completion of required service, he/she shall receive full benefits of salary steps which would have accrued to him/her had he/she not been absent. In time of state or national emergency, call to duty may come about through enlistment or by being drafted by the government, but in time of peace, regular military duty shall not be initiated by the employee.

An exception to this provision would be when an individual is notified to report for induction and, as a matter of choice, then enlists in a branch of the service other than that for which he was drafted. Application for reemployment shall be filed with the School Board within six (6) months following the date of discharge of release from active military duty, and the Board shall have a reasonable time not to exceed six (6) months, to reassign the employee to the same or similar position in the school system. Military leave cannot be counted as a year of service toward continuing contract status.

Professional Leave - Uncompensated professional leave shall be granted to any employee to engage in activities which will enhance his/her professional qualifications and will contribute to the teaching profession. Such leave shall be granted to any applying employee with one (1) year satisfactory service to the District. The employee must notify in writing the Chief Personnel Officer on or before May 1 that he/she will be taking Professional Leave for the ensuing year. Professional Leave shall be for a full school year. Exception to this rule may be granted by the administration.

Family Medical Leave (FML) – Uncompensated, with continued Board paid health insurance, family medical leave (FML) shall be granted to any eligible employee in keeping with the provisions set forth in Appendix H. An employee may not engage in employment during his/her normal duty hours while on FML.

Career Change Leave - Any employee who wishes to undertake employment and/or training in a new career may take a career change leave in keeping with the following provisions:

- a. Such leave shall be without pay and without experiential credit for future salary schedule placement.
- b. The employee must have been employed by the District at least five (5) years prior to the leave.
- c. The employee has not taken this type of leave in the past.
- d. The employee must notify in writing the Chief Personnel Officer on or before May 1 that he/she will be taking a career change leave for the ensuing school year.
- e. Any leave shall be for a full school year. Exceptions to this rule may be granted by the administration.
- f. A cap of .5% of the bargaining unit shall be eligible and selection of those granted such leave shall be by seniority.

## ARTICLE VI - ASSOCIATION RIGHTS AND PRIVILEGES

### SECTION A - PRIVILEGES

The Board agrees to furnish to the Association upon request, within a reasonable time, at least one (1) copy of such information as is necessary for developing intelligent, feasible and constructive proposals. This information shall include, but is not limited to: numbered bulletins, annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, names and addresses of all employees, including their work locations on a monthly basis. Also included are other public reports and data in normally prepared format. In addition, the Board shall deliver to the Association's offices prior to any regularly scheduled Board meeting/workshop public Board meeting agendas, back-up material and "FYI" material prepared for the Board. Any additional items given to the Board for a regularly scheduled Board meeting/workshop, will be prepared for and given to the Association representative prior to the respective Board meeting/workshop.

The Board shall provide to the Association a seniority list of all employees. Such list will be provided on or before December 1 of each year. Updates shall be provided each April 1 thereafter. The seniority list will be in two (2) formats. The first by District seniority showing seniority date, name of employee and all areas of certification possessed by said employee. The second will break-out each area of certification and show the seniority date and name of each employee possessing that area of certification. Employees will be listed in rank order according to their seniority date on each list.

The Board agrees to furnish information upon request which may be needed by the Association to process any grievance or complaint.

The president of the Association or his/her designee, bearing written confirmation of the designation, shall be allowed to visit schools to confer with employees and investigate grievances under the following provisions:

- a. Upon arrival, the president and his/her designee shall check into the school office.
- b. Visits with employees shall be restricted to non-duty time, such as duty-free lunch, relief time, or planning time.
- c. The Association president or designee may ask to see a specific employee or ask that his/her presence be announced by posting a notice on the employee bulletin board or announced over the intercom during non-student hours, indicating the place that the Association president or his/her designee will be available.

The Association may conduct meetings in school buildings before or after the regular workday by prior arrangement with the Principal or designee for a designated meeting location. The Association shall hold the Board harmless and assume any liability for claims made against the Board and growing out of such meetings. If such meetings are held at such times that they cause additional expense to the Board, a Lease Agreement shall be executed and the normal and customary expenses shall be borne by the Association.

The Association may use:

- a. The public address system during regular announcement periods before and after the instructional day to make announcements of meetings, election times and results, and announcements related to the time and nature of Association activities.

- b. Faculty mail boxes, so long as the timing of such use does not interfere with the normal school operation, and so long as the Association, its members or agents do not use the mail boxes as receptacles for public political materials.
- c. Audio-visual equipment which is not in use, so long as usual procedures for checking out such equipment are followed and the equipment is not removed from the school. Any cost of damages caused by such use shall be paid by the Association.
- d. Part of a bulletin board in faculty lounge(s) (workrooms). If none are available at these locations, then a part of the bulletin board in the main office may be used. However, no material shall be posted which has in its intent or effect the coercing, restraining, or interfering with the exercise of any employee's right guaranteed under PERA, or the restraining or coercing of managerial employees or the Board by reason of performance of their duties. No public political materials shall be posted. Management may direct that material of such nature be removed after notification to the Association.

The Association's office shall be included on a regular school pony route operated by the District provided the Association's regular publications announce various and timely School District workshops/meetings for employees if permitted by the U. S. Postal Service regulations.

For Association members elected to office in local, state or national professional associations, see President's Assignment to Temporary Duty.

During the term of this Agreement, the aforementioned privileges shall be available solely to the Association as the exclusive representative of Palm Beach County School District employees, unless otherwise prohibited by law, and provided further that such privileges do not interrupt the normal operation of the school.

The Association, at the Association's expense and option, will be provided either with a TAO computer or a modem connection so that all non-confidential TAO messages will be accessible to the Association at the same time they are accessible to other parties in the network.

The Association will be provided with six (6) School Board complex parking permits to allow the Association President and each professional staff member of the Association to park in the general parking areas at said complex. In addition, a same number of entrance badges and pass cards will be provided to the Association. Should the Association employ additional professional staff members, a like number of parking permits, entrance badges and pass cards will be provided.

The Association will be provided with a complete set of School Board policies, rules and regulations. Such set will be updated as changes or revisions occur.

## **SECTION B - DUES DEDUCTION**

Effective August 1, 1995, the Board agrees to deduct Association dues as certified by the Association from the first twenty-one (21) payroll checks of the school year of employees who voluntarily execute an authorization for such deductions. Such deductions shall be in equal installments and shall be irrevocable for periods of one (1) year except that authorizations may be withdrawn during the first fifteen (15) calendar days ending August 31, provided that written notification of withdrawal is received by the Association during such fifteen (15) calendar day period or as otherwise provided below.



The Board will provide such payroll deduction services at an annual cost of eight hundred dollars (\$800.00).

The proceeds of such deduction shall be transmitted to the Association within ten (10) working days after the close of each month during which deductions are made.

The balance of the annual deductions shall be deducted, when possible, from the final paycheck of a member resigning his/her position, receiving an unpaid leave of absence, leaving the bargaining unit, or terminating his/her employment after the opening of the school year. If an employee who authorized payroll deductions and who failed to revoke such authorization as set forth in paragraph #1 above, still wishes to revoke his/her payroll deduction, he/she may do so by submitting a written notification of withdrawal to the Association; however, the balance of his/her annual deductions shall be deducted from his/her next paycheck and remitted to the Association. If timing does not allow the balance to be deducted from the next paycheck following receipt of the written notification of withdrawal, the balance will be deducted from the subsequent checks as long as it does not extend into the next fiscal year.

Any rebate of dues owed to an employee who revokes/stops his/her payroll deduction authorization in keeping with these provisions shall be subject to the policies, rules and regulations of the Association.

The Association will publicize these provisions to assure its members are aware of these provisions.

The Association will indemnify the Board and its agents against liability for all deductions made in keeping with these provisions.

The Association will have exclusive payroll deduction rights for union dues for members of the bargaining unit.

#### **SECTION C - PRESIDENT'S ASSIGNMENT TO TEMPORARY DUTY**

The Board, upon request from the Association, shall assign the President of the Association to temporary duty elsewhere leave for the duration of the President's term of office. Such leave shall be requested annually. All benefits enjoyed by employees, except sick leave accrual, shall be continued and accrued to the President of the Association.

The Association shall provide the School Board revenue in advance to pay for the President's salary, taxes, retirement and fringe benefits; and, in return, the Board shall issue a semi-monthly warrant to the President during his/her term of office. The Association shall inform the Board of the date of the President's term of office so as to establish a monthly pay day. Where possible, the President shall be reassigned to his/her previous school.

The provisions above shall also apply to any member of the Association elected to an office in a state or national affiliate of the Association so long as said affiliate or the Association provides the School Board the revenue to pay for the same benefits as in Paragraph 2 above.

#### **SECTION D - ASSOCIATION BUSINESS**

The Board and the Superintendent shall grant the use of Temporary Duty Elsewhere (TDE) Leave to be used at the discretion of the Association President for the conduct of Association Business. The Association shall be billed only for the Board expense of providing a substitute for the employee taking an Association initiated TDE. If a substitute is not provided, no charge will be made to the Association. The Association will be billed the cost of providing a substitute at the daily rate of pay for such substitute.

The Association may use up to a maximum of four hundred (400) TDE days within any year (August - July). Except when extenuating circumstances exist and only with the approval of the District's Chief Personnel Officer, no TDEs may be used by the Association on any of the eight (8) days in the regular school calendar designated as Professional Development Days. In addition, the Association agrees not to use more than forty (40) TDEs on any one (1) day and further agrees not to utilize over thirty (30) TDEs on the same day more than six (6) times in any year (August - July). The Association agrees not to have more than two (2) teachers from the same school site use TDEs on the same day without prior approval of the Chief Personnel Officer (or designee), except that three (3) teachers may be absent if one (1) of them is a CTA Board Member.

The Association President shall provide the District's Chief Personnel Officer with the names of the employees involved and their schools for use of such TDEs at least five (5) working days in advance of such leave. Ten (10) days advance notice will be given in cases involving thirty (30) or more TDEs. This advance notice requirement may be waived by the Chief Personnel Officer or his/her designee.

The parties agree that Association Business shall not have a significant adverse impact on the instructional program. The Association recognizes its responsibility to monitor the use of Association Business Leave so that any individual employee is not on such leave an inordinate number of duty days.

In cases where the District determines: 1) that the absence of two (2) or more teachers from a school site causes an undue hardship on the school; 2) that requested TDEs will cause a significant adverse impact on the instructional program; or 3) that an employee is using an inordinate number of TDEs on duty days, then the Association will meet with the Chief Personnel Officer (or designee) upon his/her request to immediately address and resolve the issue(s).

#### **SECTION E - ASSOCIATION ON SCHOOL BOARD AGENDA**

An Association representative, upon timely request, shall be given the right to address the Board for up to three (3) minutes on issue(s) of interest to the Association during the time on the agenda entitled "Delegations/Individual Appearances - Agenda Items." The Association may not utilize this provision more than three (3) times during any one (1) meeting of the School Board without the permission of the School Board Chair.

In an emergency or unannounced items are added to the Agenda, an Association representative shall be given the opportunity to speak briefly [not to exceed three (3) minutes] on the item when it comes up for discussion and prior to a Board vote.

#### **SECTION F - DISTRIBUTION OF THIS COLLECTIVE BARGAINING AGREEMENT**

Three copies of the Collective Bargaining Agreement shall be reproduced at Board Expense within thirty (30) days of the signing of the Agreement, and one (1) copy provided to each member of the bargaining unit. An additional three hundred (300) copies shall be provided to the Association at Board expense. The Association agrees to pay to the Board the pro-rata cost of any additional copies it may require.

#### **SECTION G - SCHOOL CALENDAR**

The Association shall have three (3) representatives on the calendar committee. The Association may submit a proposed calendar to the full committee through its representatives. Any adopted calendar will specifically state which four (4) holidays are designated in semester one (1) and which two (2) holidays are designated in semester two (2) as the six (6) paid holidays as set forth in Article III, Section A (1) of this Agreement.

## **SECTION H - NO STRIKE CLAUSE**

The Association agrees not to engage in any conduct prohibited by Florida Statute Chapter 447 - Sections 505 and 507.

## **ARTICLE VII - GRIEVANCE PROCEDURE**

### **SECTION A - DEFINITION**

A "grievance" is a violation, misinterpretation, or misapplication of this Agreement.

A "Grievant" is the person(s) or group of persons in the bargaining unit or the Association affected by the violation, misinterpretation or misapplication of this Agreement.

### **SECTION B - PURPOSE**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems growing out of administration of the Collective Bargaining Agreement.

### **SECTION C - PROCEDURES**

#### **Informal Procedure:**

The parties acknowledge that it is most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. Therefore, if an individual employee has a personal complaint or grievance which he/she desires to discuss with a Principal, he/she is free to do so without recourse to the grievance procedure. Any adjustment of the complaint or grievance must be consistent with the terms of this Agreement. The parties agree that the informal procedure shall be utilized by the grievant and the lowest level administrator having authority to resolve the grievance prior to invoking the formal grievance procedures. When invoking the formal grievance procedures, the grievant shall file the grievance with the lowest level administrator having authority to resolve the grievance. In keeping with the foregoing, the grievant may file a formal grievance initially at either STEP ONE or STEP TWO of this procedure, as appropriate.

#### **Representation, Notification to Association and Costs:**

In the event the individual employee elects to process and represent his/her own grievance through STEP TWO, the Association shall have the right to be present and to state its views at any and all meetings. In the event the matter is not resolved informally, a formal grievance may be filed, the processing of which shall be accomplished by the individual grievant or the Association. A grievance shall not be adjusted without prior notification to the Association and an opportunity provided for an Association representative to be present; nor shall any adjustment of any grievance be inconsistent with the terms of this Agreement. All costs through STEP TWO shall be borne by the grievant at those levels.

#### **STEP ONE**

A formal grievance must be stated in writing on a copy of the grievance form, as set forth in Appendix I of this Agreement, and submitted to the Principal or appropriate Area Superintendent as soon as possible but within twenty (20) days following the employee's knowledge or awareness of the incident or condition which is the basis of the grievance. Within twelve (12) days of the receipt of the grievance, the Area Superintendent shall meet with the grievant and the representative of the Association in an effort to resolve the grievance. However, both parties by mutual consent

may waive further discussion in STEP ONE and move the grievance to STEP TWO. The Area Superintendent shall indicate the disposition of the grievance in writing to the grievant within five (5) days of such meeting and shall furnish a copy thereof to the Association.

## **STEP TWO**

If the grievant and/or the Association are not satisfied with the STEP ONE disposition of the grievance, it may be appealed to the Department of Labor Relations by filing a written notice within twelve (12) days. The Superintendent or his/her designee shall meet with the grievant and the Association in an effort to resolve the grievance within ten (10) days of receipt of the described notice. The Superintendent or his/her designee shall indicate the disposition of the grievance in writing within twelve (12) working days of the meeting and provide a copy to the grievant and the Association. Should the Association and the Superintendent agree that a meeting is not necessary at STEP TWO, no meeting will be held.

### **STEP TWO - A (Optional)**

With the mutual agreement of the parties, the next step in the processing of a grievance will be before an impartial mediator. The decision to undertake this option must be made by the Association within twelve (12) days from receipt of the STEP TWO written disposition. The mediator will be selected through a mutual agreement of the parties. There will not be a binding decision on the parties except by mutual agreement. If it is agreed to make the mediator's decision binding, the grievance will be considered resolved and may not be appealed to STEP THREE. Alternate solutions which are discussed/recommended at the STEP TWO-A level may not be utilized at STEP THREE by either party.

## **STEP THREE**

If the Association is not satisfied with the disposition of the grievance at STEP TWO or TWO-A, the grievance may be submitted to arbitration before an impartial arbitrator within twenty-four (24) days thereafter, as hereinafter provided. The Association at its option, shall give written notice to the American Arbitration Association (AAA) and the Superintendent, of its intent to proceed through arbitration using the voluntary rules of selection of AAA. The rules of the AAA shall govern all arbitration proceedings. The parties shall equally share the cost of the AAA filing fee.

The arbitrator shall not have power to add to, subtract from, modify, or alter the terms of this Agreement. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground, or rely on any evidence, not previously disclosed to the other party. The arbitrator shall render his/her decision in writing within thirty (30) calendar days or as soon as possible after the close of the arbitration hearing and shall furnish a copy to the Association and the Board. Both parties agree that the decision of the arbitrator shall be final and binding on all parties. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the individuals incurring them and no individual shall be responsible for the expense of witnesses called by the other.

## **SECTION D - GENERAL PROVISIONS**

The time limits provided in this Article shall be strictly observed unless extended by agreement of the parties. The number of days indicated at each level will be considered as maximum and every effort will be made by the parties to expedite the process. Failure of the grievant to proceed with his/her grievance with the times hereinbefore provided shall result in the dismissal of the grievance. Failure of the Board or its representative to

take the required action within the times provided shall entitle the grievant to proceed to the next step on the grievance procedure.

Formal grievances will be processed after the close of the school year provided the parties of interest and necessary witnesses are available for processing. If possible, the parties will process the grievance within the time limits heretofore provided as though working days are days the School Board offices are open. Where this is not possible, the time limits shall be held in abeyance until the parties in interest and necessary witnesses are available or until the beginning of the next school year, whichever is earlier.

Grievance hearings will ordinarily be conducted during the regular work day of the grievant.

No reprisals of any kind shall be taken by the board or by any member of the administration against any party in interest, his/her representative, or any other participant in the grievance procedure by reason of such participation. No reprisal shall be taken by the Association or a grievant against management by reason of administration of this Collective Bargaining Agreement or the exercise of management rights. The filing of a grievance or of an unfair labor practice will not be considered a reprisal.

All documents, communications, and records specifically prepared for the processing of a grievance shall be treated as confidential and filed in a separate grievance file and shall not be kept in a personnel file of any of the participants.

All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest, their Association representative, and any necessary witnesses, unless prohibited by law or a court of competent jurisdiction.

The Association, in accordance with its own non-discrimination internal rules, shall have the sole and exclusive right to determine whether any grievance warrants processing through this procedure. In the event the Association determines at any step of the grievance procedure that a grievance is not meritorious, a written notification of that determination shall be sent to the Department of Labor Relations and to the employee(s) involved. The employee must be present at all steps of the grievance procedure unless there is mutual agreement that the employee need not be present. An employee shall not be required to meet with any administrative officer at any step of the informal or formal grievance procedure without Association representation

Nothing contained in this grievance procedure shall be construed to deny any employee, the Association, the Superintendent or the Board, their constitutional rights or rights under the laws of the State of Florida.

Notwithstanding the expiration of the Agreement, any claim or grievance initiated thereunder may be processed through the grievance procedure in effect until resolution.

A grievance may be withdrawn without prejudice at any step in the grievance procedure by so indicating in writing to all parties in interest.

If in the judgment of the Association, a grievance affects a group or class of employees in more than one (1) location/building the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance will commence at STEP TWO. Such grievance shall be signed by an Association officer or staff representative.

2. Should the Association elect not to pursue the grievance to arbitration because of membership status, the Superintendent will be notified within the time limits provided in STEP THREE of this Article.
3. The date of disposition shall be the date on which the Principal or Supervisor delivers the disposition to the grievant or to the Association staff representative, if the grievant is represented by the Association, or the date of postmark or of fax receipt in those instances where delivery is U.S. Mail or by facsimile. The date of filing or appealing a grievance shall be the date on which the grievant or his/her Association staff representative delivers the grievance to the appropriate manager or the date of postmark or of fax receipt in those instances when delivery is by U.S. Mail or by facsimile.
4. Should the Association elect not to pursue the grievance at any step including arbitration because the Association has determined that the grievance is not meritorious, the Department of Labor Relations and the grievant(s) will be notified by the Association in writing within the time limits provided in the appropriate step of this article. Upon such notification, the grievance will be deemed closed and resolved as determined by the previous step's written disposition and is not subject to further steps of the grievance procedure. The filing of a grievance shall in no way interfere with the right of the Board to carry out its management responsibilities, subject to the final decision on a grievance.
5. At STEP THREE, if either party requests a transcript of the proceedings, the Board and the Association will equally share the cost of such transcript and both parties and the Arbitrator will be provided a copy of the transcript.

## **ARTICLE VIII - COMPENSATION AND BENEFITS**

### **Section A - Salary**

Effective July 1, 2002, employees shall be granted a general wage increase, which includes the step, averaging 5.24 % for employees represented by the Association. An employee will be granted his/her annual step increment at the beginning of each fiscal year on the salary schedule found in Appendix A and on any subsequently negotiated salary schedule except as provided elsewhere in this Agreement. The parties further agree that effective June 30, 2002 and thereafter, any negotiated salary increase will recognize any step increase as a part of the total negotiated salary increase.

- a. Upon Association ratification and Board approval of this Agreement, the salary schedule in Appendix A becomes effective. Employees who received an overall "satisfactory" rating on the District's CTAS Evaluation System the previous school year will be paid at the appropriate S1 column of the salary schedule. In the event the Governor or Legislature calls for a special session, which results in additional funding, the bargaining teams shall re-convene to bargain the additional monies to salaries.

### **SECTION B - EXPERIENCE FOR SALARY DEFINED**

Up to and including January 6, 2003, the following verified full-time combined public (including District) and/or private school teaching experience shall be counted as years of experience on the salary schedule, not to exceed ten (10) years. Effective January 7, 2003, and in accordance with Paragraph 8 of this Section, all new employees will be granted all verified years of public and/or private school teaching experience. Full-time experience is defined as working for pay for more than one-half of the number of contract days in a school year during the term of public and/or private teaching. Employees must submit verification within ninety (90) days of the beginning date of employment in order to receive experience credit. If any employee has extenuating circumstances that justifies the failure to submit verification within the allotted time, the employee may appeal to the Chief Personnel Officer. The decision of the Chief Personnel Officer shall be final. If the employee does not submit the form after the ninety

(90) days of the beginning of employment or if his/her appeal to the Chief Personnel Officer is not sustained, the employee may submit the form after the ninety (90) days and receive credit in subsequent school years. Verification shall be submitted on a form provided by the District.

a. Public School Teaching Experience

- (1) teaching experience in Florida, including prior District experience;
- (2) teaching experience for public school teaching outside the State of Florida, but within the United States provided that the experience is earned with a minimum of a Bachelor's Degree;
- (3) out-of-state experience which shall include special state/federal schools, state/federal colleges/junior colleges of the United States and its possessions (Puerto Rico, Canal Zone, Virgin Islands, Guam, American Samoa, Wake and Midway Islands, trusteeships and American dependent schools under the Department of Defense/Department of State. Once verified, experience credit may not be revoked. The exception to these conditions shall be the classification of employees who have a break in service in the following areas: ROTC, Speech Pathologist, School Psychologist, Occupational and Physical Therapist, and those who require licensure to perform their duties. Additions or deletions to this list must be made by mutual agreement of the parties. For the Association, the Board of Directors is authorized to agree to such additions or deletions.

b. Private School Teaching Experience

- (1) teaching experience in a private school accredited by a District recognized accrediting agency which includes, but is not limited to the following: Middle States Association of Colleges and Secondary Schools; New England Association of Colleges and Secondary Schools; North Central Association of Colleges and Secondary Schools; Northwest Association of Secondary and Higher Schools; Southern Association of Colleges and Secondary Schools; Western Association of Colleges and Secondary Schools; Department of Education of the state in which the employee taught; Department of Defense/Department of State;
- (2) employees must have held a State-issued teaching certificate during the period of private teaching employment;
- (3) teaching experience for private school teaching provided that the experience is earned with a minimum of a Bachelor's Degree during the private school employment;
- (4) the private school must operate a regular session with two or more teachers encompassing more than one grade level;

Vocational and co-operative instructors will receive credit for full-time work experience as approved by the Superintendent on an equitable basis. Once verified, experience credit may not be revoked. Such experience shall be limited to ten (10) years. Vocational and co-operative employees are to be treated in like fashion with the conditions outlined in # 1 above.

All employees shall be given credit on the salary schedule for military service , as provided in Military Leave (Article V, Section D, 6).

### Critical Staff Requirements

An employee who has held a continuing contract or professional service contract in any Florida district shall be placed on the PSC/CC column of the salary schedule at the appropriate experience step upon employment within the limitations set forth in this section. Such employees shall serve their normal three (3)-year probationary periods.

In keeping with the District's "GROW OUR OWN" Program, non-instructional District employees who have at least ten (10) years of experience with the District who have earned certification requirements to become a teacher, if employed by the District in an instructional position, will be granted the number of years necessary, not to exceed step ten (10), on the AC Salary Column so they will not suffer a salary reduction from the annual salary they were previously being paid as non-instructional employees. In the event the employee's previous annual salary exceeds the salary figure at step ten (10) of the AC Salary Column, they will be granted the number of years necessary, not to exceed step five (5) on the PSC Salary Column so, to the extent possible in accordance with these provisions, they will not suffer a salary reduction from the annual salary they were previously being paid as non-instructional employees. Such employees shall serve their normal three (3)-year probationary periods. Except for the provisions set forth in paragraph 8 below, new and/or amended provisions of this Section shall be effective upon the ratification/adoption date of is Agreement. Experience granted prior to this date shall not be revoked.

Effective July 1, 2001, the District will recognize and accept service credit for each year of prior full-time teaching service up to ten (10) years for which each new employee received a satisfactory performance evaluation. As used herein a "new employee" is one who was not an employee of the District on June 30, 2001, but who becomes an employee of the District on or after July 1, 2001. The District will treat years of teaching experience out of the District the same as years of experience within the District. An employee whose employment ends with the District and who is subsequently re-employed, will be granted up to ten (10) years of service credit upon his/her re-employment, provided he/she has this number of years of prior experience from within and/or outside the District. Instructional personnel employed pursuant to Florida Statutes section 121.091 (9)(b)3 (i.e. re-employed retired personnel) are exempt from these provisions.

Effective January 7, 2003, the District will recognize and accept service credit for each year of prior full-time teaching service for which each new employee received a satisfactory performance evaluation. As used herein a "new" employee is one who was not an employee of the District on January 6, 2003 but who becomes an employee of the District on or after January 7, 2003. The District will treat years of teaching experience out of the District the same as years of experience within the District. Instructional personnel employed pursuant to Florida Statutes section 121.091 (9)(b)3 (i.e. re-employed retired personnel) are exempt from these provisions.

#### **SECTION C - YEAR OF SERVICE DEFINED**

Year of service shall be defined as that sum of compensated duty days of six (6) hours or more which exceeds one-half (½) of the employee's contract year or 99 compensated duty days, whichever is greater.

#### **SECTION D - SPECIAL SESSIONS SALARY SCHEDULE**

Special sessions employees shall be paid in accordance with Appendix C.

The parties agree that the name change from "summer school" to "special session" is only a name change and does not in any way imply any agreement(s) concerning year-round schools or any other change(s) to employees' wages, hours and/or terms and conditions of employment.

#### **SECTION E - SUPPLEMENTAL SALARY**

Supplemental salaries shall be paid in accordance with Appendix B with the appropriate final supplemental pay to be made on the employees' 196th contractual day.



Payments of supplements for services rendered over the entire contractual period shall be paid, commencing with the written recommendation of the Principal and approval of the Superintendent, and will be prorated over the entire contractual period.

The parties agree to form a joint committee comprised of five (5) appointees of the District and five (5) appointees of the Association. The purpose of the committee will be to study and make recommendations concerning adding and deleting supplemental positions and salaries to/from Appendix B of this agreement.

The joint committee will be authorized to appoint additional employees and administrators to serve on sub-committees to assist the joint committee in accomplishing its task. The committee will develop an employee/administrator survey for distribution and compilation concerning the committee's task.

When the committee has completed its task, its finding and/or recommendations will be presented to the Superintendent and to the Association President. The District agrees to provide District TDEs when the joint committee and/or any of its sub-committees meet during duty hours.

#### **SECTION F - RETIREMENT SUPPLEMENT**

The Board shall provide a retirement supplement of four percent (4%) of gross salary to be paid to other than FRS members.

#### **SECTION G - GLADES SUPPLEMENT**

Glades supplement shall be paid in accordance with Appendix D.

#### **SECTION H - HEALTH, DENTAL, LIFE AND VISION INSURANCE**

- a. Effective January 1, 2002, the District will provide a choice of benefits to eligible employees under a cafeteria plan hereafter referred to as a "Flex Plan."

A full time eligible employee is defined as a non-temporary employee who is in a regularly established position and works six (6) or more hours per day.

A part time eligible employee is defined as a non-temporary employee who is in a regularly established position and works four (4) or more but less than six (6) hours per day. (For those in the CTA bargaining unit, part-time is defined as those who work 3.75 hours or more, but less than six (6) hours per day.)

- b. Within the Flex Plan, the District shall make available to each eligible employee an option of medical health plans. Such medical health plans shall consist of Health Maintenance Organization(s) (HMO), and Point of Service Plans (POS). Preferred Provider Organization Plans (PPO's) will be offered, if available, through insurance carriers as fully insured plans.
- c. The District shall also make available choices of dental plans, including a Managed Care Dental plan (MCD) and a Preferred Provider Organization plan (PPO).
- d. A vision plan will be offered.
- e. Basic Term Life Insurance will be provided for eligible employees in the following amounts:
  - \$20,000 face value for full time eligible employees.
  - \$10,000 face value for part time eligible employees.

- f. An employee shall be required to comply with any and all rules and regulations and/or limitations established by the carrier and contained in the policy, and employees and their dependents shall look solely to such carrier for the payment of any and all benefits.
2. a. i. All eligible employees will receive a monthly amount of “flex dollars” which can be used to offset the premium cost of benefits in conformance with the IRS Section 125 plan. Flex dollars must be used to purchase medical benefits as described in b & c below. Any dollars not spent on pre-tax medical, dental, vision or flexible spending accounts, will be forfeited by the employee under the Section 125 plan. The value of unused Flex dollars shall not be paid to any employee as cash or other taxable compensation.
  - a. ii. The District shall establish a retirement program under any permissible IRS Code section (such as 401(a), 403(b), or 457) that defers taxation until retirement or other severance from employment and shall contribute an amount each year which is at least equal to the aggregate value of unused Flex Dollars. Additional contributions may also be made by the District. Any contributions to the program shall be made as an employer contribution to an eligible retirement program. Account values under this plan shall be available to the employee only as permitted under, and in accordance with applicable federal and Internal Revenue Service regulations governing such program.
  1. iii. Flex dollars will not be considered for the purpose of computing overtime.
- b. Effective January 1, 2002, the amount of “flex dollars” for those eligible employees whose benefit choices include employee only medical insurance will be:
    - An amount equal to the single premium of the Selected HMO Medical Plan plus \$20.00 will be provided monthly for full time eligible employees.
    - An amount equal to the single premium of the Selected HMO Medical Plan will be provided monthly for part time eligible employees.
  - c. The amount of “flex dollars” for those eligible employees whose benefit choices include employee plus dependent medical insurance will be:
    - An amount equal to the premium of the Selected HMO Medical Plan plus \$200.00 will be provided monthly for full time eligible employees. An additional \$35.30 per month will be provided to those who choose full family selected HMO on a 4 tier plan.
    - An amount equal to the premium of the Selected HMO Medical Plan plus \$170.00 will be provided monthly for part time eligible employees.
  - d. The amount of “flex dollars” for those eligible employees whose benefit choices do not include medical insurance, and sign a form indicating other medical coverage, the amount of “flex dollars” will be:
    - \$ 120.00 monthly for full time eligible employees.
    - \$ 90.00 monthly for part time eligible employees.
  - e. Effective January 1, 2003, any premium increase for single coverage in the Selected HMO over the single premium for the Selected HMO for 2002, will be shared at a rate of 80% paid by the District and 20% paid by the

employee. The parties agree to reopen coalition negotiations on the issue of how to split the cost of any single coverage premium increase to the Selected HMO that is in excess of 13% for any given year.

In keeping with Article VIII, Section H (e) of this Agreement, the parties have agreed that effective January 1, 2003, the District will pay 80% of the increase in the first thirteen percent (13%) increase in the medical insurance premium for single coverage for full-time employees enrolled in the Select HMO Plan. The parties further agree to reopen coalition negotiations on the issue of how to split the cost of any increase in the medical insurance premium for single coverage for full-time employees enrolled in the Select HMO Plan that is in excess of thirteen percent (13%) for any given year except for calendar year 2003 which is provided for below.

Effective January 1, 2003 and throughout calendar year 2003 the District will pay the following towards the monthly medical insurance premium cost for full-time employees enrolled in the Select HMO Plan:

Employee only	\$ 310.64
Employee plus children	\$ 597.62
Employee plus spouse	\$ 610.04
Employee plus full family	\$ 679.76

Effective January 1, 2003 and throughout calendar year 2003 the District will pay the following towards the monthly medical insurance premium cost for full-time employees enrolled in the Basic HMO Plan:

Employee only	\$ 260.10
Employee plus children	\$ 573.36
Employee plus spouse	\$ 583.75
Employee plus full family	\$ 612.58

Effective January 1, 2003 and throughout calendar year 2003 the District will pay the following towards the monthly medical insurance premium cost for full-time employees enrolled in the POS or PPO Plans:

Employee only	\$ 330.64
Employee plus children	\$ 597.62
Employee plus spouse	\$ 610.04
Employee plus full family	\$ 644.46

3. a. All eligible employees will be able to use their flex dollar allotment towards the purchase of the insurance benefits of their choice from among a menu of pre-tax benefits, which include medical, dental, and vision plans for themselves and their eligible dependents. These dollars may also be used to fund the Flexible Spending Account. Any money not used to purchase additional coverages or not deposited into the Flexible Spending Account shall be placed into a tax-qualified pension plan for the benefit of the eligible employee, as allowed by applicable law, and as established by the District.
- b. Eligible employees could purchase other optional benefits through payroll deductions with post-tax dollars such as Disability Income Protection and Optional Term Life Insurance. Optional Term Life Insurance can also be purchased for eligible dependents.
- c. If an employee does not complete the required benefits enrollment process, including the completion of any and all enrollment forms within 30 days of employment or during any subsequent annual enrollment periods, he/she will automatically be enrolled in a default benefits plan with employee only coverage.

4. a. The HMO Medical Plans will cover in-network physicians and hospitalization with co-payments. Prescription coverage will require various co-payments for generic-formulary, generic non-formulary and other.
- b. The Selected HMO plan is defined as an HMO with office visit co-pays of \$15, emergency room co-pay of \$100, urgent care co-pay of \$25, emergency ambulance co-pay of \$50 per trip, in-patient hospitalization co-pay of \$400 per stay, out-patient surgery co-pay of \$100, out-patient rehabilitation therapy co-pays of \$20 per visit, x-rays co-pay of \$15, MRI/CAT scan, etc. co-pay of \$50, approved durable medical equipment co-pay of \$100, mental health and substance abuse in-patient co-pay of \$100 per confinement, mental health and substance abuse out-patient co-pay of \$20 per individual session and \$10 per group session, detoxification co-pay of \$100 per confinement.

Additionally, prescription co-pays for up to a 30-day supply will be \$10 for generic on the formulary, \$15 for brand on the formulary and \$30 for prescriptions not on the formulary. Mail order will be available for 2 times the co-pays previously listed for up to a 90-day supply of maintenance prescriptions

A catastrophic HMO (referred to as Basic HMO) will be offered for 2002 and thereafter if available through insurance carriers as fully insured plans. This catastrophic HMO will have lower premiums than the selected HMO, but will have higher co-pays. For 2002, the co-pays are as follows: office visit co-pays of \$15, specialist office visit co-pays of \$35, emergency room co-pay of \$100, urgent care co-pay of \$25, emergency ambulance co-pay of \$50 per trip, in-patient hospitalization co-pay of \$500 per day (3 day maximum per admission), out-patient hospitalization co-pay of \$250 surgery or \$100 co-pay for x-ray or lab, out-patient rehabilitation therapy co-pays of \$20 per visit, x-rays co-pay of \$100, MRI/CAT scan, etc. co-pay of \$50, approved durable medical equipment co-pay of \$100, mental health and substance abuse in-patient co-pay of \$100 per confinement, mental health and substance abuse out-patient co-pay of \$20 per individual session and \$10 per group session, detoxification co-pay of \$100 per confinement. Prescription co-pays for up to a 30-day supply will be \$20 for generic on the formulary, \$35 for brand on the formulary and \$50 for prescriptions not on the formulary. Mail order will be available for 2 times the co-pays previously listed for up to a 90-day supply of maintenance prescriptions.

- d. The POS Medical Plans will provide coverage such as the HMO, but with higher co-payments, as well as out of network coverage, which will be subject to deductibles and co-insurance.
5. a. Payroll deductions for benefits will be made as follows:
    - \_ For employees on a 24-pay cycle, annual premiums will be spread equally over 24 pays.
    - \_ For employees on a 20 or 21-pay cycle, annual premiums will be spread equally over 20 pays.

All premiums for health, dental and vision benefits paid by employees shall be paid via the Section 125 Premium Conversion Plan.

6. The Term Life policy will include equal amounts of Accidental Death and Dismemberment (AD&D) coverage and will provide an employee a conversion right to an individual whole life policy directly with the life insurance carrier without the need for a physical examination if the employee ends his or her employment with the District. No other continuation or portability plans will be offered.

Eligible employees will be able to purchase additional term life and AD&D insurance if they enroll within 30

days of their hire date at the same rates the Board pays in \$20,000 increments, up to \$100,000 or five (5) times their annual salary, whichever is less.

Employees who avail themselves of this option may also enroll their non-disabled spouse with one-half (½) the face value of the additional insurance the employee has opted to purchase. Such spousal coverage includes AD&D and may only be purchased in \$10,000 increments. If the employee's spouse is also an eligible employee, the employee is not eligible to purchase spouse optional life or AD&D and only one of the eligible employees may purchase term life for their dependent children.

Employees who purchase additional term life insurance may also purchase coverage without AD&D for their non-disabled dependent unmarried children, who are under age nineteen (19) or under age twenty-five (25) if the child is a student. Such dependent coverage will have two options:

- \$5,000 coverage on all dependent children over six (6) months of age.
- \$10,000 coverage on all dependent children over six (6) months of age.

All voluntary purchased coverages will be paid through payroll deduction and no medical questionnaire or physical exam need be taken if the eligible employee enrolls within the first thirty (30) days of employment and for less than \$100,000 coverage. Rates for optional employee coverages will not be more than the rates the District pays for the basic coverages described above.

Term life insurance coverages in excess of \$100,000 and enrollment during annual enrollment periods will require satisfactory proof of insurability as determined by the insurance carrier.

7. The parties agree that one member of each PERC certified District employee group identified above may serve as a participating and voting member on the District RFP committee any time the District seeks proposals on medical, dental and/or vision insurance for its employees. The District shall be entitled to a maximum of six representatives.
8. Any changes or modifications made to the provisions under this Article shall be negotiated during regular coalition bargaining with all District PERC recognized associations/unions in accordance with duration clauses of the PERC recognized collective bargaining agreements. In the event the parties fail to reach agreement during negotiations of the Article, the impasse process outlined in Florida Statutes Chapter 447 will be utilized in order to resolve any dispute or impasse.
9. This Article supercedes all Articles regarding health, dental, vision and life insurance benefits and shall be included in each respective PERC recognized employee organization's Collective Bargaining Agreement in the District pending its separate approval and ratification by each respective employee organization and approval by the School Board.
10. Any changes or modification to this Article shall be mutually agreed to by all parties in writing.

## **SECTION I - EMPLOYEE LIABILITY INSURANCE**

The Board agrees to provide supplemental automobile insurance or self-insurance to complement personal liability coverage for the transporting of students in private passenger vehicles owned by the employees. This insurance or self-insurance shall only be in effect when the employee is transporting students to and from recognized school activities, and the use of the private passenger vehicle is approved for this purpose by the Principal. The total amount of the supplemental liability insurance shall be up to three hundred thousand (\$300,000) dollars per occurrence or to the full extent of the law if self-insured.

## **SECTION J - RETIREMENT BENEFITS**

1. An employee who retires or whose employment is terminated by death shall receive payment for accrued sick leave days. Such compensation shall be the daily rate of pay at retirement or death of the employee multiplied by the maximum percentage provided for by Florida Statute times the number of accumulated sick leave days. In the event service is terminated by death, benefits shall be paid to the employee's beneficiary.
2. Normal retirement shall mean retirement under any of the retirement systems established by the legislature, eligible for either full or reduced benefits.
3. Normal retirement shall not be construed to cover the withdrawal of the employee's contribution to his/her retirement plan if he/she is not otherwise eligible for full or reduced benefits.
4. If an employee retires and receives terminal pay benefits based on unused sick leave, all sick leave credit shall become invalid.
5. If an employee retires without receiving terminal pay benefits and interrupts retirement to return to teaching, his sick leave credit shall be valid.

## **SECTION K - SECTION 125 SPENDING ACCOUNTS**

1. Effective January 1, 1996, the Board will provide the following for all employees who enroll in such plans.
  - a. An IRS Section 125 plan whereby a dependent care spending account will be established for each enrolling employee into which before-tax dollars may be deposited through payroll deductions. Any legally qualifying dependent care expense(s) of the employee may then be paid from such account during the plan year in keeping with all legal requirements.
  - b. An IRS Section 125 plan whereby a medical/dental/vision expense spending account will be established for each enrolling employee into which before-tax dollars may be deposited through payroll deduction. Any legally qualifying medical/dental/vision expense(s) may then be paid from such account during the plan year in keeping with all legal requirements.
2. BENCOR Retirement Plan - Effective June 30, 1999, and thereafter, employees who are eligible to receive terminal pay benefits under Article VIII, Section K of this Agreement shall have such pay benefits provided to them through the BENCOR National Government Employees Retirement Plan as adopted by the School Board.

Employees who are eligible to receive terminal pay benefits and who retire/leave the employment of the District prior to June 30, 1999, shall not be covered under the BENCOR Plan.

The District agrees to provide information for bargaining unit members.

## **SECTION L - EMPLOYEE ASSISTANCE PROGRAM**

1. The Board will provide an Employee Assistance Program (EAP) which meets or exceeds the benefits, training and services which were included in the RFP developed and approved by a joint committee in 1993, comprised of representatives of the Association, NCF&O, AESOP and the District Administration. In addition, the American Lung Association will train several EAP employees to conduct "stop smoking" clinic sessions at a

rate of \$15.00 per employee.

2. The Association will be involved in developing all materials and meetings for employees for the purpose of explaining the EAP.
3. The administration agrees to refer to and utilize the services of the EAP for any employee who is utilizing drugs or alcohol to the extent that a referral is necessary.

## **SECTION M - ADVANCED DEGREES**

Employees receiving degrees will receive pay for an advanced degree in accordance with Appendix A provided:

1. The major in the advanced degree is in one (1) of the areas of certification as a regular classroom employee. A major is defined as including at least fifteen (15) hours in the major field with no more than three (3) hours for a practicum or thesis, or
2. The degree includes, or subsequently is followed by, twelve (12) graduate semester hours or equivalent in:
  - a. One (1) of the content areas of certification as a regular classroom employee.
  - b. Reading - Any ESOL, Language or Linguistics classes may be used for reading courses.
  - c. Mathematics- One (1) course in statistics and one (1) in Computer Programming may be used as math courses.
  - d. Science
  - e. Special Education
  - f. ESOL (English Speakers of Other Languages)
3. All advanced degrees must be received from an institution of higher learning accredited by the appropriate regional accrediting agency at the time the degree is awarded. Content area courses must bear the prefix of the appropriate subject area on the certificate.

Employees serving in areas of professional certification, e.g., media specialist, physical/occupational therapist, may receive payment for advanced degrees in those areas.

4. An advanced degree in Guidance and Counseling, Conflict/Dispute Resolution, Reading, Math, Computer Technology or ESE will be accepted for any employee. A Master's Degree in Curriculum and Instruction from the Genesis Teacher Education Project at Florida Atlantic University will be accepted for any employee and recognized for a Master's Degree supplement as set forth in Appendix A of this Agreement.

A Master's of Art Degree in Teaching and Learning from the Fischer Graduate School of Education and Human Services at Nova University in conjunction with Skylight Professional Development will be accepted for any employee and recognized for a Master's Degree supplement as set forth in Appendix A of this Agreement.

5. Once granted, an advanced degree stipend will not be revoked except as set forth in the following sentence. If receiving advanced degree stipend based on an area of certification and the area of certification is deleted

from one's certification by action or inaction of the certificate holder, that advanced degree stipend will be revoked if such revocation occurs after contract ratification and Board approval of this Agreement for the 1999-2000 school year.

6. The District shall not recognize advanced degree pay for bargaining unit employees for the following advanced degrees: education leadership; administration and supervision; administration; and school principal.
7. This section may only be amended by written mutual agreement between the parties.

#### **SECTION N - MANDATORY INSERVICE**

Employees required to participate in in-service institutes or other mandatory in-service activities beyond their assigned duty days shall be compensated according to Appendix E.

#### **SECTION O - TAX DEFERRED ANNUITY PROGRAM**

1. The Board shall provide a means for employees to participate in tax deferred annuity programs through payroll deduction agreements.
2. Employees may participate in only one (1) tax deferred annuity program with the Board at a time.
3. The annuity programs offered must have at least fifty (50) employees enrolled.
4. Any new criteria developed for the selection of new annuity program carriers must also be met by the present carriers before new participants will be allowed to enroll in those annuity programs.
5. All programs will be jointly selected by the Association and the Board.

#### **SECTION P - REWARDS AND INCENTIVES**

1. In the event an outside agency will provide funds for any type of monetary rewards and incentives for employees at a school center or work location, the parties agree to an automatic waiver of Article VIII in order to compensate employees over and above the negotiated salary schedule in Appendix A of the Collective Bargaining Agreement on the following conditions:
  - a. rewards and incentives must not create competition between and among bargaining unit members at a school center or work location;
  - b. if rewards and incentives provision is intended to be distributed to ALL employees in the school center or work location, then an affirmative vote of at least eighty percent (80%) of those employees voting at the site is needed to approve the waiver;
  - c. if the rewards and incentives provision is intended to be distributed to a SPECIFIC GROUP of employees within a school center or work location, then an affirmative vote of at least eighty percent (80%) of the involved employees voting at the site is needed to approve the waiver;
  - d. the vote referenced in (b) and (c) above, shall be conducted and verified by the Employee Building Council (EBC) Chair or, in the event the site does not have an active EBC, then by the lead Association building representative;



- e. no vote need be taken if participation for the rewards and incentives is VOLUNTARY;
  - f. the duration of the waiver is for the duration of the reward and incentive;
  - g. prior to implementation of rewards and incentives provisions, a District Rewards and Incentives Verification form must be completed and signed by the appropriate designated parties; the completed form must be submitted to the Division of School Improvement.
2. It is understood that if rewards and incentives are part of a Grant, the Grant application shall be brought before the School Board subject to its approval. Approval of the Grant does not disturb or affect the automatic waiver as described above.
  3. All provisions of this Section shall remain in full force and effect through the greater of the duration of the contract or two years from the effective date of this provision. At that time, the provisions of this section will sunset unless the parties agree otherwise in writing.

**ARTICLE IX - SCHOOL REFORM**

**SECTION A - REFORM PANEL**

The parties agree to work cooperatively together as we implement educational reform and innovations for the students of the District. To assist the parties to develop and foster cooperation and collaboration required to implement successfully reforms and innovations the parties agree to establish a Reform Panel as follows:

1. Composition

The Reform Panel will be comprised of:

- a. Five (5) parents from SACS (jointly selected by the Superintendent and the Association President).
- b. Seven (7) representatives from the Business Community/Network Committee (each School Board member appoints one (1)).
- c. Six (6) representatives from the School District (appointed by the Superintendent).
- d. Six (6) representatives from the Association (appointed by the Association President).

2. Guidelines

- a. The panel will be advisory and charged with making recommendations regarding implementation of Districtwide Blueprint 2000 and Districtwide school improvement issues.
- b. The Panel will meet at least once each Fall and Spring semesters and at other times as the Panel deems necessary.

- c. The Panel will be advisory to the Board through the Superintendent.
- d. The Chairperson of the Panel will be selected by the members of the Panel.
- e. TDEs will be provided by the Board for its employees who are appointed to serve on the Panel when Panel meetings are conducted during duty time.

## **SECTION B - REQUESTS FOR WAIVERS BY SCHOOL ADVISORY COMMITTEES OR BY DEREGULATED SCHOOLS**

1. Prior to any submission of waivers to the Association, the School Advisory Committee's waiver request or a Deregulated School's waiver request must meet with the approval of the District Waiver Committee. The CTA shall be represented and participate in the District Waiver Committee process.
2. Any School Improvement Plan (SIP) developed and approved by a School Advisory Committee which knowingly or unknowingly requires a waiver of this Agreement or constitutes a change in employees hours, terms or conditions of employment or any proposal from a Deregulated school which requires a change in employees conditions as set forth in this Agreement will be submitted by the administration to the Association President in writing for consideration of a waiver. Such submission will be made prior to submission of the issue to the Board.
3. Upon receipt, the Association President or designee, will take what actions are deemed necessary to determine whether or not to accept the waiver, reject the waiver or accept the waiver with conditions. The Association President or designee will respond to the request for a waiver within twenty (20) days after receiving it. An extension of this time limit may be granted by the administration.
4. Any part of a SIP which requires a waiver of this Agreement or which changes the hours, terms or conditions of employment or any proposal from a Deregulated school which requires a change in employees conditions as set forth in this Agreement which is not brought to the attention of the Association as required in #1 above, will be deemed null, void and of no consequence, for either in the past or in the future, when it is discovered unless the Association through #5 below, agrees to a retroactive waiver. Disputes concerning these matters may be submitted to the Grievance Procedure beginning at STEP TWO.
5. The Association's Board of Directors is the governing body which is authorized to accept waivers, to reject waivers, or to accept waivers with conditions.

## **ARTICLE X - MISCELLANEOUS PROVISIONS**

1. The Board and the Association agree that all negotiable items that should or could have been discussed during negotiations leading to this Agreement, were discussed, and that this Agreement represents all items agreed to and that no additional negotiations, unless stipulated in this Agreement, or required by Chapter 447, Part II, Florida Statutes, will be conducted during the life of this Agreement except by mutual consent of the parties.
2. This Agreement constitutes all Agreements between the parties for the term of this Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

3. Retirement/Insurance Counseling - To the extent of personnel available, employees will have the opportunity to request, at no cost to the employee, counseling concerning retirement and the insurance coverage that is provided by the Board.

#### **ARTICLE XI -TERM OF AGREEMENT**

Unless otherwise provided herein, this Agreement shall be effective when ratified by both parties and will remain in full force and effect through June 30, 2005.

**APPENDICES**

**APPENDIX A - PERFORMANCE-BASED SALARY SCHEDULE**

FY 2003 Salary Schedule For Classroom Teachers Association - CTA FY 2003					
Salary Schedule					
Step		AC		PSC/CC	
		S1	S2	S1	S2
0		\$ 32,518	\$ 32,358		
1		32,681	32,521		
2		32,844	32,684		
3		32,975	32,815	\$ 35,074	\$ 34,914
4		33,057	32,897	35,926	35,766
5		33,239	33,079	37,022	36,862
6		33,417	33,257	38,058	37,898
7		33,676	33,516	39,094	38,934
8		34,154	33,994	40,189	40,029
9		34,632	34,472	42,198	42,038
10		35,109	34,949	43,235	43,075
11		35,587	35,427	44,269	44,109
12		36,065	35,905	45,485	45,325
13		36,543	36,383	46,704	46,544
14		37,020	36,860	47,743	47,583
15		37,259	37,099	48,905	48,745
16		37,499	37,339	50,128	49,968
17		37,736	37,576	52,572	52,412
18		37,736	37,576	52,572	52,412
19		37,736	37,576	54,108	53,948
20		37,736	37,576	54,108	53,948
21		37,736	37,576	56,271	56,111
22		37,736	37,576	56,271	56,111
23		37,736	37,576	56,271	56,111
24		37,736	37,576	56,271	56,111
25		37,736	37,576	60,000	59,840

S1 - Employees who received a satisfactory evaluation the previous school year.

S2 - Employees who did not receive a satisfactory evaluation the previous school year.

Pursuant to Florida Statutes Section 1012.22(1)(c) 4, each employee may earn and be paid a supplement equal to five percent (5%) of his/her individual base salary for the school year the employee demonstrates outstanding

performance in accordance with the District’s performance-pay policy. Pay for outstanding performance shall be made in the form of a supplement and paid from the District’s performance-pay reserve funds for that fiscal year. The supplement shall not be considered a part of the employee’s base pay. The parties agree that the policy to implement the five percent (5%) performance-based pay supplement will be presented to the Association for its input prior to presentation to the School Board for its approval.

\* \* \* \*

1. In the event a retroactive salary increase is negotiated, only bargaining unit members who are current employees at the time of Board approval are entitled to the retroactive pay increase. Employees who meet this criterion will receive the retroactive salary increase for the days they were on paid status during the period of retroactivity. If supplements or bonuses are negotiated, unless otherwise stipulated, they will not be considered wage increases and the parties agree and acknowledge that supplements and/or bonuses are one-time payments and no commitment is made to continue any supplements and/or bonuses in the future.

2. Advanced Degrees:

Masters:	Add	\$2,500 to Bachelor’s
Double Masters:	Add	\$3,400 to Bachelor’s
Specialists*:	Add	\$3,400 to Bachelor’s
Doctorate:	Add	\$5,000 to Bachelor’s
National Board Certification**:	Add	\$2,000 to Bachelor’s

\* A degree comparable to the Specialists Degree in Florida , as determined by the District, will be recognized for this advanced degree supplemental payment.

\*\* This amount will be paid in addition to any supplemental amount appropriated by the Florida State Legislature.

3. The positions of Speech Pathologist (meeting requirements), School Psychologist, Occupational/Physical Therapist, Audiologist and ROTC employee shall be paid on the above schedule based upon experience, degree and contract status. The entry level for the above positions shall be at Step 10 (PSC/CC column); however, actual years of teaching experience must be earned in or out of the District to achieve Step 19 on the salary schedule.

4. Year of Service Defined - A year of service shall be defined as that sum of compensated duty days of six (6) hours or more which exceeds one-half (½) of the employee’s contract year or 99 compensated duty days, whichever is greater.

5. The parties agree that the joint committee mentioned below will continue to study and make recommendations on what degrees from other states are comparable to the “Specialist Degree” in Florida. This may necessitate the formulation of a survey to be sent to each State’s Department of Education to assist the committee in making its recommendations.

The Association shall appoint five (5) representatives to this joint committee and the District shall appoint five (5) representatives to this joint committee. The report will be due from the joint committee to the Superintendent of Schools and to the President of the Association by December 1, 2002.

**APPENDIX B - SUPPLEMENTS**

Supplements are to be paid for service performed beyond regular duty. Therefore, employees, excluding Athletic Directors, receiving any supplements are to teach or carry a full instructional assignment.

**HIGH SCHOOL**

Athletic Director	4,488
Assistant Athletic Director	2,243
Athletic Trainer	4,986
Baseball Head Coach	2,992
Baseball Assistant Coach	1,745
Baseball Junior Varsity Coach	2,243
Basketball Head Coach	3,491
Basketball Junior Varsity Coach	2,493
Basketball 9th Grade Coach	1,745
Bowling Coach	1,745
Cheerleading Varsity Coach (two semesters)	3,000
Cheerleading Junior Varsity Coach	1,745
Cross Country Coach	1,994
Dance/Drill Team Coach	1,745
Female Sports Coach (9th grade)	1,745
Female Sports Coach (JV)	2,243
Female Sports Coach (Varsity)	2,992
Football Head Coach	3,740
Football Assistant Coach	2,743
Football Junior Varsity Coach	2,743
Football 9th Grade Coach	2,743
Golf Coach	1,745
Gymnastics/Weight Coach	1,745
Soccer Head Coach	2,992
Soccer Assistant Coach	1,745
Soccer Junior Varsity Coach	2,243
Softball Head Coach	2,992
Softball Assistant Coach	1,745
Softball Junior Varsity Coach	2,243
Swimming Head Coach	2,992
Swimming Assistant Coach	1,745
Tennis Head Coach	1,745
Tennis Assistant Coach	1,745
Track Head Coach	2,992
Track Assistant Coach	1,745
Volleyball Head Coach	2,992
Volleyball JV Coach	2,243
Volleyball Assistant Coach	1,745
Wrestling Head Coach	2,992
Wrestling Assistant Coach	1,745
Wrestling Junior Varsity Coach	2,243

**OTHER ACTIVITIES**

**HIGH SCHOOL**

Academic Tournament Sponsor	478
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Advanced Placement Supplement		50 per student passing an AP Exam*
Band		3,740
Band Assistant	2,493	
Chess Club Sponsor		515
Chorus Director		2,493
Class Sponsor, Senior	1,246	
Class Sponsor, Junior		997
Drama		1,496
Debate		1,994
Florida Future Educators Club Advisor		849
Future Farmers of America Club Advisor		750
National Honor Society		515
Newspaper		1,745
SAC Chairperson		1,030 +
SECME (per semester)		750
Student Government		2,000
Vocational Agriculture	876	
Yearbook		1,745

\*(contingent upon the continuation of State funding and the current State AP funding formula)

### **MIDDLE SCHOOL**

Athletic Director (10-15 sports)		2,243
Athletic Director (5-9 sports)		1,745
Athletic Director (2-4 sports)		1,246
Baseball Head Coach		1,745
Basketball Head Coach		1,745
Intramural Coordinator		745
Intramural Sponsor		499
Soccer Head Coach		1,745
Track Head Coach		1,745
Volleyball Coach		1,745

### **ONE PER SCHOOL DISTRICT**

Executive Director High School Athletics		4,986
County Council of Student Councils		2,000

### **OTHER ACTIVITIES**

#### **MIDDLE SCHOOL**

Band		1,994
Band Assistant		1,496
Chorus		1,496
Debate		997
Drama		997
Chess Club Sponsor		515
Florida Future Educators Club Advisor		743
Newspaper		997
SAC Chairperson		1,030 +
SECME (per semester)		750
Student Government		997

Yearbook 997

**ELEMENTARY**

Chess Club Sponsor	515	
Music Coordinator	186	*
Safety Patrol Coordinator	743	
SAC Chairperson	1,030	+
SECME (per semester)	750	
Teachers of Tomorrow	583	

**SPECIAL ACTIVITIES (ALL LEVELS)**

Secondary Schools -		
1 Supplement/75 students	515	
Elementary Schools -		
1 Supplement/65 students	515	**

**ALL LEVELS**

Academic Games Sponsor (Per Season)	748	(Per Season)
Art Exhibits (Art Teachers)	515	***
SACS Coordinator	1,883	****
Special Olympics	1,994	*****
Supplemental Hourly Rate	15	
Department Head/Grade		
Chair/Team Leader	206	

Per Member as of October 1 of each year. In middle schools having both Team Leaders and Department Chairs such leaders and chairs will receive \$206 per member as of October 1 of each year. In instances when the same person is both a Team Leader and a Department Chair at the same time, such person will receive \$154 per member of the Department and \$154 per member of the Team as of October 1 of each school year (effective July 1, 1997).

\* Per Major Production - Not to exceed three (3) productions per school year.

\*\* Minimum 10 supplements per Elementary School.

\*\*\* Each school will be allocated one (1) exhibit supplement for schoolwide, district and/or community exhibits. For other art activities or clubs agreed upon, by the art employee and his/her Principal will count as one (1) of the special activity supplements.

+ Must serve at school employed.

\*\*\*\* Paid to employees who serve as chairperson for a five (5)-or ten (10)-year traditional visit. Schools in the SACS process of School Renewal or School Improvement are not eligible.

\*\*\*\*\* Paid to an employee or shared among employees who prepare students for and supervise students at official Special Olympics competitive events.



## **APPENDIX C - SUMMER SCHOOL (SPECIAL SESSION) SALARY SCHEDULE**

Summer school (special session) employees will be paid at their hourly rate of pay based on their daily rate of pay in effect during the contract period immediately preceding the summer school (special session) program. Supplementary salaries shall not be included in calculating the daily and hourly rate of pay.

To calculate the hourly rate of pay, divide the annual salary by 196 days and divide the quotient by 7.5 hours. The parties agree that the name change from "summer school" to "special session" is only a name change and does not in any way imply any agreement(s) concerning year-round schools or any other change(s) to employees' wages, hours and/or terms and conditions of employment.

## **APPENDIX D - GLADES SUPPLEMENT**

All employees who work or reside in the Glades Area shall receive a supplement of two-thousand two hundred dollars (\$2,200) per school year.

Should an employee work or reside in the Glades Area less than his/her designated contractual number of days, the supplement will be prorated for the number of actual days contracted with that school.

## **APPENDIX E - MANDATORY IN-SERVICE SUPPLEMENT**

Employees required to participate in in-service institutes and other mandated in-service activities beyond their assigned duty day shall be compensated at the following hourly rate:

Effective July 1, 2002:                 \$22.44

## **APPENDIX F - ADDITIONAL PERIOD SUPPLEMENT**

An employee assigned an additional period of work in a middle, high, vocational, alternative and/or special school will be paid the following rates for each additional period of work. An employee assigned to a technical center will also be paid this rate for any time in excess of five (5) periods or five (5) hours per day whichever is less.

Effective July 1, 2000   \$20.44 per period\*

\* This assumes that the period is less than one (1) hour in duration. If the period is longer than an hour, this rate of pay will be an hourly rate and will be paid proportionately for any ten (10) minute block(s) of time over an hour.

## **APPENDIX G - PERMANENT SUBSTITUTE EMPLOYEES**

Effective July 1, 2002                 \$113.05 per day

## **APPENDIX H - FAMILY MEDICAL LEAVE (FML)**

FAMILY MEDICAL LEAVE (FML) - Uncompensated, with continued Board paid health insurance, family medical leave (FML) shall be granted to any eligible employee in keeping with the following provisions:

1. FML will be available to those employees who are full-time employees and have been employed by the Board at least twelve (12) months prior to taking such leave.

2. Approved reasons to take an FML are to care for the employee's child after birth or following placement of adoption or foster care; to care for the employee's spouse, son, daughter or parent who has a serious health condition; or for a serious health condition that makes the employee unable to perform his/her job.
3. An FML may be taken before or after utilizing any other leave provisions of this Agreement.
4. The term "serious health condition" is defined as a condition which requires inpatient care or continued treatment by a health care provider.
5. An eligible employee shall be entitled to take up to twelve (12) weeks of FML in any twelve (12) month period.
6. The Board shall continue an employee's group health insurance in full effect as when the employee was not on leave. The employee shall be responsible for his/her share of insurance cost, where applicable.
7. If leave is to be taken to care for a newborn child or a child newly placed for adoption or foster care, the employee must provide written notice of the leave to the personnel department, at least ten (10) calendar days in advance, if possible. If a FML is needed for foreseeable medical care, it should be requested, in writing at least thirty (30) calendar days in advance, or as early as is practicable.
8. Medical certification may be requested by the Board to be signed by the patient's attending doctor when the FML is for a serious health condition of the employee's spouse, child, or parent. Such certification will certify that it is necessary for the employee to care for the patient and the estimated length of time the care will be needed. A medical certification for an employee who is taking an FML for his/her own serious health condition may be requested by the Board.
9. Intermittent FML shall be granted when the employee or the spouse, child, or parent of the employee has a serious medical condition and it is foreseeable that the employee will need short periods of time off.
10. Unless waived by the administration, FML's which are to begin during the following periods of time will be regulated as indicated.
  - a. If an employee begins an FML more than five (5) weeks before the end of the school year, the employee must remain on leave for the balance of the school year if the FML is at least three (3) weeks and the employee's return would take place during the last three (3) week period of the school year.
  - b. If the employee begins an FML less than five (5) weeks before the end of the school year for the birth or placement of a child or for the serious health condition of a child, parent or spouse, the employee must continue on leave until the end of the school year if the FML is longer than two (2) weeks and the employee's return would take place during the last two (2) week period of the school year.
  - c. If the employee begins an FML less than three (3) weeks before the end of the school year for the birth or placement of a child or for the serious health condition of a child, parent or spouse, and the leave is for more than five (5) working days, the Board may require the employee to continue taking the FML until the end of the school year.
11. Upon returning to work, the employee will be treated as any employee returning from any other leave of absence in keeping with provisions of this Agreement.

**APPENDIX I - GRIEVANCE REPORT**

**THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
GRIEVANCE REPORT**

LEVEL (indicate level including STEP TWO A):

Name(s) of person(s) filing grievance:

School or Department:

Contract Provision(s) Grieved:

Grievance Statement (include date of occurrence):

Relief Sought:

Signature of Grievant: \_\_\_\_\_ Date of Filing:

Association Office or Staff Representative: \_\_\_\_\_ Title:

Disposition by Administration:

Signature: \_\_\_\_\_ Date of Response: \_\_\_\_\_

Copies of Grievance and Disposition to the following:

Grievant, Association, Superintendent, and other administrator(s) as applicable.

White - Superintendent; Yellow - Administration; Pink - Association; Goldenrod - Grievant

## **APPENDIX J - ANNUAL OPTIONAL PAY-OUT FOR ACCUMULATED SICK LEAVE**

At the end of any school year (June 30) an employee who has more than one-hundred seventy-five (175) accumulated unused sick leave days may exercise the option of receiving payment from the School Board for any days in excess of one-hundred seventy-five (175) earned during that school year.

### **Option One:**

An employee shall receive a tax sheltered annuity in his/her name from an annuity company selected by the employee and approved to do business in the School District. The Board's cost of purchasing said annuity will be equal to the employee's daily rate of pay on that employee's last employment day of that school year times 80% of the number of accumulated sick leave days in excess of one-hundred seventy-five (175) earned in the present school year. This amount cannot exceed the IRS limitation which is twenty percent (20%) of the annual salary or \$9,500, whichever is less.

### **Option Two:**

An employee shall receive a gross payment equal to the employee's daily rate of pay on the employee's last employment day of that school year times 80% of the number of accumulated sick leave days in excess of one-hundred seventy-five (175) earned in the present school year. It is understood that this payment shall be subject to all legal withholdings and is not tax sheltered.

### **Option Three:**

An employee may receive both an annuity, as provided in Option One, and a payment, as provided in Option Two. The employee will designate the amount to be put into the annuity with the balance to be paid to the employee. The total cost to the Board under this option shall not exceed the cost of either Option One or Option Two.

The above options may be exercised by the employee if he/she has accumulated more than one-hundred seventy-five (175) days of unused sick leave at the end of any school year as set forth above.

**APPENDIX K - TEACHER TRANSFER REQUEST**

**THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
TEACHER TRANSFER REQUEST  
(Transfer Request Packet)**

This form should be completed by employees of the school system for each transfer position preferred.

Position Request: \_\_\_\_\_

School: \_\_\_\_\_

Advertised Date of Position: \_\_\_\_\_

Certification Area(s): \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
(list subject areas on current certificate)

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

Name: \_\_\_\_\_ Social Security #: \_\_\_\_\_  
Last First

Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_  
Current School: \_\_\_\_\_ School Phone: \_\_\_\_\_

Current Position: \_\_\_\_\_ Grade/Subject: \_\_\_\_\_  
Contract Status at this Time (please check one):  PSC  CC  AC

Start Date as a Teacher in the District (seniority date): \_\_\_\_\_

Are you on an active District Assistance Plan? (please check one)  YES  NO

**PLEASE ATTACH A COPY OF YOUR TEACHING CERTIFICATE AND RESUMÉ**

Make three (3) copies: 1) Instructional Employment Services 2) Teacher 3) Principal/Department Head

**APPENDIX L - MEMORANDUM OF AGREEMENT**

After conferring with legal counsel, both parties agree that any joint petition to the Florida Public Employees Relations Commission for a unit clarification as agreed to in Article I, Section B of the CTA/School Board Collective Bargaining Agreement would not be proper as the listings of job titles under the heading "INCLUDED" in said Section are not changes, but constitute a re-naming of job titles or a deletion of job titles no longer in existence.

The parties agree that the new substitute list will be used in the future to describe the members of the bargaining unit and that any of the old titles will automatically become members of the bargaining unit should they be reinstated in the future.

**APPENDIX M - K-8 AFTER SCHOOL TUTORIAL PROGRAM**

The hourly rate of pay shall be \$20.44 effective July 1, 2000.

**APPENDIX N - DEREGULATED SCHOOLS**

**MEMORANDUM OF UNDERSTANDING**

The District and CTA will work collaboratively to support implementation of deregulated schools as set forth in Florida Statute 229.591. Any proposal submitted by a school to be deregulated must have the support of at least 51 percent of the teachers of the school, as determined by a secret ballot vote conducted by that school's Employee Building Council (EBC).

Any proposal which requires a change in employee conditions as set forth in this Agreement, must be submitted to and subject to the waiver process as set forth in Article IX, Section B of this Agreement.

IN WITNESS WHEREOF, the aforementioned parties have hereto executed this Memorandum of Understanding on the 6th day of October 1998.

**THE SCHOOL DISTRICT OF  
PALM BEACH COUNTY, FLORIDA**

**PALM BEACH COUNTY  
CLASSROOM TEACHERS ASSOCIATION**

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

## APPENDIX O - ELEMENTARY TEACHER RELIEF TIME

### MEMORANDUM OF UNDERSTANDING

The School District of Palm Beach County (hereinafter “the District”) and the Classroom Teachers Association (hereinafter “CTA”), as the result of contract negotiations during the 1999-2000 school year, hereby enter into the following agreement and understanding on behalf of bargaining unit employees:

4. The District shall conduct workshops for Elementary School Principals and Assistant Principals with regard to Article III, Section B, 5, Relief Time for Elementary Teachers.
5. This agreement does not constitute an admission that there has been a contract violation.

FOR THE SCHOOL DISTRICT OF  
PALM BEACH COUNTY, FLORIDA

FOR THE PALM BEACH COUNTY  
CLASSROOM TEACHERS ASSOCIATION

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Gerald A. Williams, Chief Negotiator  
Labor Relations

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Helene Samango, Executive Director

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Shelley Vana, President

**APPENDIX P - TEACHER REQUEST FOR JOB SHARING**

FY

NAME: \_\_\_\_\_ S.S. # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

PRESENT SCHOOL:

SCHOOL PHONE NUMBER:

1. Present \_\_\_\_\_ Grade/Subject/Teaching \_\_\_\_\_ Assignment:

2. Area \_\_\_\_\_ of \_\_\_\_\_ Certification:

3. Subject/Grade \_\_\_\_\_ Level \_\_\_\_\_ Preferred:

4. Teaching Experience (continue on reverse side for additional experience):

Schools	Dates	Subject and/or Grade Level	Total Years
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5. Proposed Job Sharing Plan (see #7 Scheduling Options).

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Area Superintendent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please Follow Distribution Procedure:

1. Chief Personnel Officer
2. CTA Executive Director
3. Employee Records and Information Services
4. Payroll