

**COLLECTIVE BARGAINING AGREEMENT**

between

**THE SCHOOL BOARD OF ALACHUA COUNTY**

and

**THE ALACHUA COUNTY EDUCATION ASSOCIATION**

for

**TEACHERS**

**2003-2006**

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WHEREAS, the attached agreement was reached as the result of extended negotiations between the agents of the Alachua County Education Association and the School Board of Alachua County, Florida; and

WHEREAS, membership in the bargaining unit represented by the Alachua County Education Association has ratified this contract on April 20, 2004; and

WHEREAS, The School Board of Alachua County, Florida, has ratified this contract on April 20, 2004;

NOW THEREFORE, we, the undersigned, affix our signatures to affirm these ratifications.

THE SCHOOL BOARD OF ALACHUA  
COUNTY, FLORIDA

ALACHUA COUNTY EDUCATION  
ASSOCIATION

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Barbara J. Sharpe  
Chairman

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Gunnar Paulson  
President/Negotiator

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Sandra H. Hollinger  
Executive Secretary

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Paula Anderson  
Team Member

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Leonard J. Dietzen  
Negotiator

---

Coral Antony  
Team Member

---

Candy Bruderek  
Team Member

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Dennis Hansen  
Team Member

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Gail Hotaling  
Team Member

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Tina Kercheval  
Team Member

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Jackie Michael  
Team Member

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Patricia Morand  
Team Member

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Jim Owens  
Team Member

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Judith Weaver  
Team Member

PREAMBLE

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE SCHOOL BOARD OF ALACHUA COUNTY

AND

THE ALACHUA COUNTY EDUCATION ASSOCIATION

This agreement represents a contract entered into by the above parties following extended deliberate discussions and negotiations in regard to wages, hours, and other terms and conditions of employment.

## ARTICLE I. TERM OF THE AGREEMENT

### Section 1. Effective Date

This agreement will be effective as of August 1, 2003, and will remain in effect until July 31, 2006.

### Section 2. Successor Contract/Reopeners

The parties agree that negotiations on a successor contract will begin on a date mutually agreeable to both parties at least sixty (60) calendar days prior to the termination date of this contract, or at another mutually agreeable time.

Both parties agree to reopen negotiations at least 60 calendar days prior to July 31, 2004, and July 31, 2005, or at another acceptable time, on any mutually agreed upon items, on any five sections proposed by the Association, on any five sections proposed by the Board, teacher salary schedule, supplement salary schedule, and fringe benefits.

Both parties agree to reopen negotiations on those sections of this contract which have expired or have become invalid during the life of this contract through legislative action, court decisions, or Florida State Board of Education administrative rules.

The parties agree to meet for problem solving on mutually agreed-upon items at a mutually agreed-upon date and time.

### Section 3. Severability Clause

If any provision of this contract or any application of this contract is held to be contrary to law, the provision or application will be invalid, except to the extent permitted by law. All other provisions or applications will continue in effect for the term of the contract.

### Section 4. Ratification

Ratification of amendments to this agreement will be accomplished by a majority vote of both PERC certified unit members and the School Board of Alachua County.

## ARTICLE II. RECOGNITION

### Section 1.

The Board recognizes the Association as the exclusive bargaining representative for all personnel in the bargaining unit. The Board will not negotiate with any teacher organization other than the Association for the duration of this contract. The bargaining unit will consist of:

Included: Classroom teachers, school media specialists, guidance and other counselors (including occupational specialists), school deans, school psychologists, special projects teachers, teachers on special assignment, resource teachers, part-time teachers employed on one-half (½) time basis or greater, assistant principals devoting less than one-half (½)

## ARTICLE II. RECOGNITION (Cont.)

time to administrative duties, and any title not listed as excluded which requires certified personnel paid on the teacher salary schedule.

Excluded: Employees classified as administrative or managerial personnel and not paid on the teacher salary schedule; or if paid on the teacher salary schedule, who are assigned administrative duties on a one-half ( $\frac{1}{2}$ ) time or greater basis if such duties involve formal evaluation of those described above as included within the certified unit; the Superintendent, Assistant and Deputy Superintendents; directors, coordinators, supervisors and other titles not included in the teacher salary schedule; principals, assistant principals (unless assigned less than one-half ( $\frac{1}{2}$ ) time duties); substitute teachers not paid on the teacher salary schedule; and part-time teachers employed for less than one-half ( $\frac{1}{2}$ ) time.

## ARTICLE III. MANAGEMENT RIGHTS

The Board, on its own behalf and on the behalf of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Florida and the United States except as modified by the specific terms and provisions of this Contract.

## ARTICLE IV. DEFINITIONS

### Section 1.

The term teacher will refer to all persons within the recognized bargaining unit.

### Section 2.

The term classroom teacher will refer to employees whose duties require direct instruction of students one-half ( $\frac{1}{2}$ ) time or greater.

### Section 3.

The terms Board and Association will refer to the School Board of Alachua County, Florida, its authorized agents and/or designees and the Alachua County Education Association, its authorized agents and/or designees.

### Section 4.

Unless otherwise specified, the term day will mean the working day of teachers included in the bargaining unit, excluding holidays and weekends, as distinguished from calendar days which reflect the normal passage of time.

### Section 5.

The term School District will refer to the School District of Alachua County.

## ARTICLE IV. DEFINITIONS (Cont.)

### Section 6.

The term parties will refer to the Board and the Association.

### Section 7.

The term media specialist will refer to a teacher, certified by the state as a media specialist or librarian, whose primary responsibility is the maintenance and operation of a school media center.

### Section 8.

The term school dean, behavioral resource teacher or behavioral specialist will refer to all teachers whose primary duties require monitoring the maintenance of student and school welfare as outlined in the Code of Student Conduct, through direct supervision of students and implementation of authorized disciplinary procedures.

### Section 9.

The term counselor will refer to all persons who are designated by the Board as school counselors and whose duties require the provision of guidance and counseling services and the coordination of other student services. The term will also include occupational specialists.

### Section 10.

The term curriculum resource teacher will refer to all teachers who meet appropriate certification requirements and are designated by the principal as curriculum resource teacher and whose duties include, but are not limited to, acting as a resource for and assisting teachers and coordination and monitoring of all curriculum areas, but will not include supervisory or evaluative responsibilities.

### Section 11.

The term school psychologist will refer to all properly certified persons designated by the Board as school psychologists, and whose duties include, but are not limited to, psychological evaluations and consultations.

### Section 12.

The daily rate of pay is that amount resulting from dividing total salary by the number of days the teacher is under contract.

When a teacher is paid his daily or hourly rate for work related to an area for which he received a supplement, the supplement will be included in calculating his total salary.

### Section 13.

The term mileage refers to the amount of reimbursement per mile authorized for payment to employees by the Florida Legislature.

### Section 14.

The term seniority will be determined by the following consecutive order:

## ARTICLE IV. DEFINITIONS (Cont.)

(a) Length of continuous service a teacher has taught in the district exclusive of extended leaves other than for injury or illness in the line of duty;

(b) Length of continuous time of service a teacher has taught in the district inclusive of leaves;

(c) Total years of teaching service in the district;

(d) Initial time the teacher reported to work in the district;

(e) Time of official Board appointment; and

(f) Most qualified person who is appropriately certified.

### Section 15.

The term transfer will refer to an employee-initiated change in work location, school site, or teaching assignment.

### Section 16.

The term reassignment will refer to a Board-initiated change in work location, school site, or teaching assignment.

### Section 17.

The term teaching assignment refers to the classes, courses of study, grade levels, or work responsibilities a teacher is scheduled to teach or carry out.

### Section 18.

The term planning refers to the time spent in lesson preparation and evaluation by a teacher.

The term team planning refers to the time spent in lesson preparation, conferencing, and evaluation by a group of teachers on common students and/or curriculum.

### Section 19.

The term faculty meeting refers to a school meeting of the general teaching population at which attendance is required. Only the principal or acting principal may call a faculty meeting.

### Section 20.

The terms he and his are used herein as nongender specific pronouns.

### Section 21.

For membership in the bargaining unit, the term adult education teacher will refer to employees whose duties require direct instruction of students one-half (1/2) time or greater in any of the following programs:

Alachua County Continuing Education for Pregnant Teens (ACCEPT), Vocationally Integrated Program (VIP), Vocational/ESE, Vocational Agriculture, Adult Secondary Education (ASE), English Spoken as the Other Language (ESOL), Adult Vocational and Jail.

### Section 22.



## ARTICLE IV. DEFINITIONS (Cont.)

Unless otherwise specified, the term year of experience will mean at least ninety-nine working days.

### Section 23.

Elementary teacher will refer to teachers employed at an elementary school.

## ARTICLE V. ASSOCIATION RIGHTS

### Section 1. Exclusive Rights

The Association rights of this contract will be the exclusive rights of the Alachua County Education Association.

### Section 2. Right to Organize

Every teacher in the Association bargaining unit will have the right to freely organize, join, participate and actively support the Association.

### Section 3. School Calendar

The Association and the Superintendent or his designee will develop a tentative school calendar(s) including those items commonly found in the districtwide twelve-month school calendar(s). This calendar(s) will be submitted to the Board before March 1 for its consideration and will include an indication of the desires of teachers in relation to the calendar(s). Calendars may be for more than one (1) year.

Should the Board determine that it is necessary to change the calendar(s), the Association and the Superintendent or his designee will develop tentative calendar(s) modifications and negotiate the impact of these modifications on members of the bargaining unit and submit the changes in the calendar(s) for Board approval. The Board retains its powers as set forth in Florida Statutes.

### Section 4. Dues Deduction

The Association will have the right to dues deduction and to uniform membership assessments in the following manner:

(a) Any teacher eligible for membership in the Association may request dues deduction for Association dues in equal installments according to the pay frequency selected by the teacher beginning in the month following the date of authorization;

(b) Association dues deduction and discontinuances will be made on forms provided by the Association. The Association will confer with appropriate agents of the Board in devising the format of the forms;

(c) Association dues deduction may be cancelled upon written request by any teacher previously authorizing them. Cancellation will take place within thirty calendar days of the written request for cancellation;

## ARTICLE V. ASSOCIATION RIGHTS (Cont.)

(d) The Board will remit to the Association each month, in a timely manner, the proceeds of payroll deductions for Association assessments;

(e) Complete dues revisions will be processed by the Board no more than one time in any fiscal year. If more than one dues revision is processed in any fiscal year, the Association agrees to reimburse the Board for all costs incurred; and

(f) The Association will hold the Board harmless in any matter involving Association dues deduction or assessments.

### Section 5. Facilities, Meeting

The Association will be permitted use of school buildings for district meetings. Details, including approval of use, will be arranged with the principal. In the event equipment is needed for such meetings, details, including approval of use, will be arranged with the principal. A rental charge and service costs may be assessed not in excess of the minimum rate imposed by facilities rental regulations in effect at the time of use. Association members at each school may meet during the teacher workday once each month to conduct Association business. Such meetings will not be held during the student day. The time of such meetings will be mutually agreeable to the principal and the Association.

### Section 6. School Concerns Committee

There will be a School Concerns Committee in each school center. The three (3) to five (5) members of the committee will be composed of and chosen by Association members at the school center.

(a) The School Concerns Committee and the school principal will meet on matters of local concern. Such meetings will be on a regularly scheduled basis, not less than once per month. No party may be required to take action on matters discussed. The committee may choose a recording secretary who will keep and distribute minutes to the faculty and staff. Meetings may be rescheduled or cancelled on mutual agreement of the School Concerns Committee and the school principal. Other parties may be invited to participate, as needed.

(b) The parties agree to cooperate in providing inservice training to School Concerns Committees and Administrators designed to increase and improve problem solving at the school level. Participation in training sessions will be voluntary. Training sessions will normally be held after the student day.

### Section 7. Meetings, Superintendent

The Superintendent or designee and the President of the Association or his designee will meet on a regularly scheduled monthly basis to discuss the implementation or maintenance of this contract and/or other matters of concern to either party. An agenda of general concerns to be discussed will be exchanged between the Superintendent or designee and the President of the Association or designee no later than three days prior to the scheduled meeting to enable the parties time to prepare for the discussion of such concerns and to invite appropriate participants to the meeting. Failure to timely deliver the agenda may be cause for either party to cancel the meeting.

## ARTICLE V. ASSOCIATION RIGHTS (Cont.)

### Section 8. Meetings, Faculty

The Association will be given a place as the final item on the agenda of each meeting involving the total school faculty, or in instances in which small group faculty meetings are held in lieu of total school faculty meetings, for the purpose of making announcements.

### Section 9. Meetings, Pre-School Planning

During preschool planning, the Association, upon request, will be granted one continuous hour during one workday to conduct Association business. The time will be scheduled by mutual agreement of the Association and the principal and may exceed one hour upon mutual agreement.

### Section 10. Meetings, Board Agenda

Upon ten (10) calendar days advance request to the Superintendent, the Association will be given a place on the agenda of regular and special Board meetings devoted to general business. This section will not prevent the Association from requesting that it be added to the agenda as an item in the nature of emergency business. Such a request will not be unreasonably denied by the Superintendent.

### Section 11. Bulletin Board

The Association will have the exclusive use of a bulletin board at each school center. The bulletin board will be located in the faculty room or in another area frequented by all teachers in the school. The bulletin board space will contain no less than fifteen square feet (approximately 3 x 5 feet).

The location of existing bulletin boards will not be changed except by agreement of the chief association representative and the principal. Representatives of the Association will be responsible for posting and removing materials, and assuring that posted items have Association identification.

### Section 12. Distribution, Material

The Association will be permitted use of teacher mail boxes for the distribution of materials related to Association business provided that the Association will be responsible for distributing such items. The only exception to this section is for public political campaigning by the Association and the Board.

### Section 13. Mail, Truck Use

The Board agrees to the following provision with the stipulation that should the Board be found in violation of United States Postal Service rules and regulations and/or the Private Express Statutes that the Association will hold the Board harmless and will assume all responsibility for fines, fees, or back postage imposed on the Board and/or legal fees incurred by the Board as a result of such findings subsequent to August 1, 1982. Should the Board be ordered to cease and desist from providing such services by the United States Postal Service or court of competent jurisdiction, such service will cease immediately.

(a) The Association will be permitted reasonable use of the interschool mail system for items pertaining to administration of

## ARTICLE V. ASSOCIATION RIGHTS (Cont.)

the contract between the Board and ACEA and joint Board and ACEA projects, task forces and programs, provided items are properly addressed and packaged. Copies of Association items distributed through the interschool mail system will be provided to the office of the Superintendent at the time they are distributed.

(b) The Association office will be a regularly scheduled pick-up and delivery stop on the interschool mail system.

### Section 14. Distribution, Board Agenda

The regular and consent agendas will be sent to each school and the Association for posting in each school no less than five calendar days prior to Board meetings. Board minutes will also be sent to each school and the Association office. Posting in each school will be on the Association bulletin board.

The non-confidential agenda support data will be available to the Association at the administration offices. This package will be updated as Board member support materials are updated.

### Section 15. Workday Visitation

During the regular workday, an authorized representative of the Association may visit personnel within the school provided the visit does not interfere with nor disrupt normal school activities. Upon arrival, the Association representative will report his presence and the purpose of his visit to the principal or his designee. In order to assure identification, the Association will provide a list of authorized representatives which will not exceed fifteen persons at any given time. The names will be listed by title of the person and purpose of the visit. This list may be modified by the Association as needed. When the list is modified, ample notice will be forwarded to the Superintendent or his designee, giving sufficient time for principals to be notified. When requested, the union representative will also provide appropriate identification and follow local school sign-in, sign-out procedures. Failure to do so may be grounds for refusal of the visit. Permission to visit personnel within the school will not be unreasonably denied.

### Section 16. Association Leave

The Board agrees that the Association will be granted up to a total of one hundred (100) days leave per year to provide released time for Association members to conduct Association business. Such leave will be treated as personal leave with pay and will require prior approval of the Association and at least ten days prior notification of the Superintendent or his designee. The Association will reimburse the Board for all days used under this section at the prevailing substitute teacher pay scale. Approval of the Superintendent or his designee is required for any teacher who uses more than five (5) such days during any school year. Approval will not be unreasonably denied. Normally, there will be no more than one teacher from each school on leave under the provisions of this section on any one day. Personal leave in this section will not be interpreted as relating to personal leave in other sections of this contract.

## ARTICLE V. ASSOCIATION RIGHTS (Cont.)

### Section 17. Personnel Directory

The Association will be provided five copies of the current Personnel Directory, if published. A list of bargaining unit employees hired after school begins will be provided to the Association each month. The list will include name and school assignment.

### Section 18. Board Policies

Two copies of current Board policies, new written procedures, and any additions, deletions, or changes in policies and/or procedures will be provided to the Association.

### Section 19. Districtwide Committees

The Association will be notified by the Superintendent or his designee of the formation of districtwide committees which will include teachers.

The Association will provide, within twenty (20) days of notification, a list of nominees equal to the total number of teachers to be placed on the committee. The Board will choose at least one-half of the teachers on the committee from that list. Should the Association not provide such a list within 20 days, the Board will choose members from the instructional staff. Upon selection of the committee members, the Association will receive a list of the members of each committee and a schedule of committee meetings.

### Section 20. Association Business

With the approval of the principal, Association representatives may leave campus to conduct Association business after the student day. Approval will not be unreasonably denied.

### Section 21. Officer Release Time

Upon request, up to two employees holding elected offices in ACEA or its affiliates will be treated as employees on special assignment for the duration of their terms in office. The Association agrees to reimburse the Board for the costs of the continuation of the existing payroll service. Under unusual circumstances, such assignment may be on a less than full-time basis when arrangements are made to the mutual satisfaction of the Superintendent and the Association.

Said officer and the ACEA shall enter into an indemnification and hold harmless agreement with the Board agreeing to indemnify and hold harmless the Board, its agents and employees, from and against any and all claims and causes of action of whatever nature arising out of or relating to the acts or omissions of the officer while acting on special assignment. This indemnification and hold harmless agreement shall include attorney fees and court costs incurred by the Board, its agents and employees, in connection with the defense of any said claim or cause of action. If said officer is employed by the ACEA less than full-time, this agreement will only be in effect while the officer is employed by the ACEA.

### Section 22. Distribution, Contracts

Within forty-five days after the ratification by both parties, the Board will provide the Association with copies of this contract equal to the number of teachers under contract plus two hundred (200). The form and quality of the copies of this

## ARTICLE V. ASSOCIATION RIGHTS (Cont.)

contract will be mutually acceptable. After ratification of any subsequent changes in this agreement, the Board will provide the Association with the same number of reprints of changes only.

### Section 23. Job Descriptions

A copy of the school system job descriptions already developed will be placed in each school media center. The Association will be provided with two copies of such job descriptions. As changes in the job descriptions occur and new ones are developed, including supplemented positions, they will be sent to the media center at each school and to the Association within 20 days of final board adoption.

### Section 24. Employee Orientation

The Association will be placed on the agenda of new employee orientation, including the induction program.

## ARTICLE VI. TEACHER RIGHTS

### Section 1. Private/Personal Life

The private and personal life of any teacher is the concern of only that individual unless it interferes with the effective performance of his prescribed duties. The Board will not require a teacher to participate in religious activities.

### Section 2. Activities After the Normal Workday

Except in the instance of required attendance at the school's annual open house, teachers may use their professional judgment to determine their participation at other activities after the normal workday. A high school may hold an additional open house at the beginning of the second semester, if there are major changes in student/teacher schedules. Teachers will be notified in writing at least ten (10) days prior to the annual open house meeting.

### Section 3. Notification of Inquiries/Investigations

To the extent permitted by law, teachers will be notified of inquiries and/or investigations pertaining to the teacher, made to the school system by outside agencies.

### Section 4. Liability, Student Transport

Teachers will be covered by the Board's liability program when they are transporting students as part of their assigned or related duties, or when reasonable professional judgment dictates that a student or students need to be transported because of a dangerous or potentially dangerous situation. Teachers will seek and secure administrative approval, when possible, prior to transporting students. Teachers will not be required to transport students unless such transport would be a normally expected activity for the position which they hold.

### Section 5. Personnel File, Notification/Examination

Upon prior notification to the county personnel office, a teacher or his duly authorized designee will be permitted to examine his personnel file. A teacher will sign for and receive a copy of each item placed in his personnel file at the time it

## ARTICLE VI. TEACHER RIGHTS (Cont.)

is filed. No materials will be used against a teacher in a written disciplinary proceeding unless the teacher has received a copy of the information prior to the proceeding.

### Section 6. Nonrenewal/Dismissal

If the principal does not intend to recommend a teacher during his probationary service for reappointment or for a professional service contract, the teacher will be informed in writing at least six (6) calendar weeks prior to the last day of post-school planning.

Principals will be sent a list of teachers who have been non-renewed and who are eligible for reappointment, on or about May 20. To be eligible for reappointment, the teacher must have an overall satisfactory evaluation and no certification deficiencies. An updated, final list will be sent to principals on or about June 11. In addition, all non-renewed teachers with an overall satisfactory evaluation and no certification deficiencies will be invited to interview with school-based administrators at an interview forum to be scheduled prior to the last day of post-planning.

Dismissal during the term of an annual contract shall be for just cause unless it is during the first 97 days of an initial contract during which period just cause is not required under Florida law.

### Section 7. Association Representation, Disciplinary Conference

When a teacher is involved in circumstances which he believes could lead to a written warning, written reprimand, suspension, nonrenewal, dismissal, or return to probationary status contract, the teacher may have Association representation at any conference between an administrator and the teacher which relates to the matter. An administrator who is considering such disciplinary action against a member of the bargaining unit will give the employee written notice, including the reasons for concern, no less than 24 hours prior to the conference. Such notice will be hand delivered or sent by certified mail.

Nothing in the above will be considered as preventing the administrator from conducting an initial fact-finding conference or investigation to determine the facts in the case. Should the initial complaint or fact-finding conference warrant further action, the principal will notify the involved teacher.

As early as feasible after a complaint has been registered, the principal will discuss the complaint with the teacher.

### Section 8. AC, Suspension/Dismissal

A teacher, excluding teachers on continuing contract, may be suspended or dismissed at any time during the term of the contract for just cause. Whenever charges are made against a teacher, the Board may suspend the teacher. Such suspension will be with pay for a period not to exceed ninety (90) calendar days, pending completion of a hearing on charges leading to suspension. Suspension with pay will not apply to a teacher charged with being absent without leave or who engages in activities prohibited by Florida Statutes, Chapter 447.

The Board will notify the teacher in writing of the charges and will provide a hearing on the charges. No teacher will be denied the right to counsel, to cross-examine witnesses, to rebut charges against him, to present witnesses in his own defense, or

## ARTICLE VI. TEACHER RIGHTS (Cont.)

to testify or adduce evidence in his own defense. If charges are not sustained, he shall be immediately reinstated, and his back salary shall be paid. When a teacher is notified in writing of such charges, he will have 15 days, excluding school holidays, from receipt of the notice to demand, in writing, a hearing to be conducted at the teacher's election in accordance with either subparagraph a or b of subsection (3)(f)4, Chapter 1012.33, Florida Statutes. Any such decision adverse to the teacher may be appealed by the teacher pursuant to §120.68, provided such appeal is filed within 30 calendar days after the decision of the Board.

### Section 9. CC, Suspension/Dismissal/Return to Probationary Status

(a) A teacher who is under continuing contract may be dismissed or returned to probationary status for another 3 years at the discretion of the Board, at the end of the school year, when a recommendation to that effect is submitted in writing to the Board on or before April 1 of any school year, giving good and sufficient reasons therefore, by the Superintendent. The teacher will be duly notified in writing at least ten (10) days, excluding school holidays, prior to the filing of the written recommendation with the Board, and such notice shall include a copy of the charges and the recommendation to the Board. The Board shall proceed to take appropriate action. Any decision adverse to the teacher shall be made by a majority vote of the full membership of the Board. Any such decision adverse to the teacher may be appealed by the teacher pursuant to §120.68, Florida Statutes, provided such appeal is filed within 30 calendar days after the decision of the Board.

(b) A teacher who is under continuing contract may be suspended or dismissed at any time during the school year provided that the charges against him must be based on immorality, misconduct in office, incompetency, gross insubordination, willful neglect of duty, drunkenness, or conviction of any crime involving moral turpitude. Whenever such charges are made against a teacher, the Board may suspend the teacher. Such suspension will be with pay for a period not to exceed ninety (90) calendar days, pending completion of a hearing on charges leading to the suspension. Suspension with pay will not apply to a teacher charged with being absent without leave or who engages in activities prohibited by Florida Statutes, Chapter 447.

The Board will notify the teacher in writing of the charges and will provide a hearing on the charges. No teacher will be denied the right to counsel, to cross examine witnesses, to rebut charges against him, to present witnesses in his own defense, or to testify or adduce evidence in his own defense. If such charges are not sustained, he shall be immediately reinstated, and any back salary shall be paid. In cases of suspension by the Board or by the Superintendent, the Board shall determine upon the evidence submitted whether the charges have been sustained and, if said charges are sustained, either to dismiss the teacher or fix the terms under which said teacher may be reinstated. If such charges are sustained by a majority vote of the full membership of the Board and such teacher is discharged, his contract of employment shall be thereby cancelled. Any such decision adverse to the teacher may be appealed by the teacher pursuant to Chapter 120.68, provided such appeal is filed within 30 calendar days after the decision of the Board.



## ARTICLE VI. TEACHER RIGHTS (Cont.)

### Section 10. Professional Service Contract (PSC)

(a) Teachers who have held a continuing contract or a professional service contract in a Florida school district will, after a school year of satisfactory probationary service and after having been recommended by the Superintendent for a professional service contract, be granted a professional service contract upon being reappointed by the Board. The Superintendent may recommend another year of probationary service, giving good and sufficient reasons or if the teacher agrees to a waiver in writing. For purposes of Section 10, paragraph (a), a school year of service is defined as employed for 135 days.

(b) Teachers who are employed with an effective date of initial employment subsequent to July 1, 1982 and who:

1. Hold a regular certificate as prescribed in §1012.56, Florida Statutes, and rules of the State Board of Education; and

2. Have completed 3 years of probationary service in the district during a period not in excess of five successive years except for leave duly authorized and granted; and

3. Have been recommended by the Superintendent for such professional service contract and reappointed by the Board based on successful performance of duties and demonstration of professional competence; shall be issued a professional service contract.

(c) Teachers who have completed three or more school years of satisfactory teaching out of state, after three years of satisfactory probationary service and after having been recommended by the Superintendent for a professional service contract, will be granted a professional service contract upon being reappointed by the Board. The Superintendent may recommend another year of probationary service, giving good and sufficient reasons or if the teacher agrees to a waiver in writing.

The professional service contract shall be effective at the beginning of the school fiscal year following the completion of all requirements. The period of service provided herein may be extended to four years when prescribed by the Board and agreed to in writing by the teacher at the time of reappointment.

(d) A teacher who has continuing contract status prior to July 1, 1984, will be entitled to retain such contract and all rights arising therefrom in accordance with existing laws, rules of the State Board of Education, or any laws repealed by legislative action, unless the employee voluntarily relinquishes his continuing contract.

### Section 11. PSC, Return to Annual Contract/Dismissal

A teacher's professional service contract shall be renewed each year unless the Superintendent, after receiving the required recommendations, charges the teacher with unsatisfactory performance and has notified the teacher in writing, no later than six weeks prior to the end of the post-school conference period, of performance deficiencies which, if not corrected during the subsequent year of employment, may result in termination of employment. The following procedures shall apply:

## ARTICLE VI. TEACHER RIGHTS (Cont.)

1. On receiving notice of unsatisfactory performance, the teacher, upon request, shall be accorded an opportunity to meet with the Superintendent or designee for an informal review of the determination of unsatisfactory performance.

2. A teacher notified of unsatisfactory performance may request an opportunity to be considered for a transfer to another appropriate position, with a different supervising administrator, for the subsequent year of employment. Such requests will not be unreasonably denied.

3. During the subsequent year, the teacher shall be provided assistance and inservice training opportunities to help correct the noted performance deficiencies. The teacher shall also be evaluated periodically so that he will be kept apprised of progress achieved.

4. Not later than six weeks prior to the close of the post-school conference period of the subsequent year, the Superintendent, after receiving and reviewing the required recommendation, shall notify the teacher in writing whether the performance deficiencies have been corrected and whether the employee will be recommended for a return to P.S.C. If so, a new professional service contract shall be issued to the teacher. If the performance deficiencies have not been corrected, the Superintendent may notify the Board and the teacher, in writing, that he shall not be issued a new professional service contract. If the recommendation of the Superintendent is not to issue a new professional service contract, and the teacher wishes to contest such recommendation, he will have 15 days, excluding school holidays, from receipt of the Superintendent's recommendation to demand, in writing, a hearing. In such hearing, the teacher may raise as an issue, among other things, sufficiency of the Superintendent's charges of unsatisfactory performance. Such hearing shall be conducted at the teacher's election in accordance with one of the following procedures:

a. A direct hearing conducted by the Board within 45 calendar days of receipt of the written appeal. The hearing shall be conducted in accordance with Chapter 120, Florida Statutes. A majority vote of the full membership of the Board shall be required to sustain the Superintendent's recommendation. The determination of the Board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment; or

b. A hearing conducted by a hearing officer assigned by the Division of Administrative Hearings of the Department of Administration. The hearing shall be conducted within 45 calendar days of receipt of the written appeal in accordance with Chapter 120, Florida Statutes. The recommendation of the hearing officer shall be made to the Board. A majority vote of the full membership of the Board shall be required to sustain or change the hearing officer's recommendation. The determination of the Board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment.

5. A teacher's professional service contract may be renewed each year by letter, referencing the teacher's current contract status. This procedure in no way diminishes the rights bestowed by a professional service contract.

### Section 12. Academic Freedom

The parties agree that the exercise of academic freedom and professional judgment by teachers is essential to maintaining a

## ARTICLE VI. TEACHER RIGHTS (Cont.)

productive learning environment. The parties also agree that teachers have the right to utilize professional judgment in regard to choosing the methodology and teaching strategies to be used.

Further, the parties agree that professional judgment and academic freedom may be necessary to meet the needs of individual students. Teachers are encouraged to be innovative in utilizing multiple techniques in order to enhance instruction. Such methods must serve a demonstrated educational purpose and must not impair the teaching process. The teacher will consult with the principal prior to implementing extreme or unusual methodologies.

The parties acknowledge the Board's responsibility to establish course and curriculum objectives. Nothing in this section shall limit the Board's right to adopt programs and materials to be used in the District.

If a teacher's teaching materials are formally challenged by a member of the community or a group of citizens and an investigation results, the Association will have the opportunity to be represented in the investigation. The teacher(s) involved will be notified of the procedures and will have the right to defend the challenged material and/or its use.

### Section 13. Resignation, Withdrawal

A teacher may be permitted to withdraw a written resignation with the approval of the Superintendent. If a teacher wishes to have a conference with his principal concerning the resignation after its submission, the principal will hold such a conference. The teacher will have seven (7) days after his resignation is submitted by the principal to the School Board office in which to request the withdrawal of the resignation.

### Section 14. Disciplinary Action, Inappropriate

Administrators will not reprimand a teacher in the presence of students, parents, other faculty, or staff members. Witnesses present at the teacher's and/or administrator's request will not constitute violation of this section.

### Section 15. Legal Defense

If civil or criminal action(s) is brought against a teacher for acts or omissions arising out of and in the scope of his employment or function, the Board may provide legal defense for the teacher. The teacher will be obligated to request such a defense from the Board in writing within five (5) days of notice of charges and the Board will respond in writing within a reasonable time from receipt of the teacher's written request.

The teacher will waive any claim to costs (including legal fees) unless such a request is made and the Board declines to provide the service. If the Board agrees to provide legal defense, it shall approve the attorney to be employed.

In the event the Board fails to provide such legal service, the Board will provide for reimbursement of reasonable expenses for legal services for teachers who are charged with civil or criminal actions arising out of and in the course of the performance of assigned duties and responsibilities upon successful defense of the teacher. However, in any case in which the teacher pleads guilty or nolo contendere, or is found guilty

## ARTICLE VI. TEACHER RIGHTS (Cont.)

of any such action, the teacher will reimburse the Board for any legal services which the Board may have supplied.

### Section 16. Assault/Battery

Any case of assault and/or battery by anyone upon a teacher in connection with an exercise of legitimate teacher authority will be reported to the principal who will investigate and report the incident to a representative of the Board. A representative of the Board will notify the Association and confer with the teacher to advise him of his rights and responsibilities with regard to the matter. Criminal charges will normally be filed in such cases. A representative of the Board will offer to assist the teacher in pressing such charges as are appropriate. A student who deliberately and knowingly strikes a teacher will be suspended from school and shall be recommended for expulsion.

Nothing contained in this section shall prohibit a teacher from contacting the proper legal authorities and filing charges against the person or persons who assaulted and/or battered the teacher. No punitive actions shall be taken by any administrator against any teacher who exercises his legal rights under this section.

### Section 17. Royalties

The Board waives all rights to royalties from and other privileges afforded for materials, tapes, publications, or other educational aids produced by a teacher, provided the teacher neither produces nor develops such materials, tapes, publications, or educational aids during the normal workday. The teacher will not utilize Board equipment, materials, facilities, or personnel in development or production of such materials. Field testing of such materials may be conducted within the individual teacher's classroom with the prior written permission of the principal, provided that such materials are consistent with the overall instructional objectives of the class, course, and/or grade level. Permission to field test will not be unreasonably denied. Nothing in this section will deny a teacher permission to make application to have materials field tested under existing Board Policy and Regulations.

Materials produced by a teacher and used countywide will contain acknowledgment of the teacher's contribution.

### Section 18. Access to Classroom

Teachers will have access to the classrooms to which they are assigned during the normal workday. With the approval of the principal, teachers will have access to school facilities at other times. Principals will not unreasonably deny such access.

### Section 19. Job Sharing

The parties endorse the concept of employee job sharing under the following conditions:

- a. Teacher participation is voluntary;
- b. Principal approval is required;
- c. Hours and responsibilities must be outlined in writing and approved by the participating teachers and their principal;
- d. Hours and responsibilities must be designed so as to provide both teachers with at least the total time worked

## ARTICLE VI. TEACHER RIGHTS (Cont.)

necessary to gain a years experience for salary and retirement purposes.

e. The Superintendent will maintain final approval of job sharing programs;

f. Proposals for job sharing should be developed and submitted for approval by May 1 of the year prior to the proposals becoming effective;

g. When possible, each teacher will agree to substitute for the other teacher when absent. The teacher will receive his regular rate of pay for the time spent substituting.

### Section 20. Pre-School Planning, Meetings

The administration will provide a tentative schedule of pre-school planning required meetings, team and department meetings which teachers are required to attend, and inservice training for teachers. The schedule will be distributed to teachers prior to or during the first day of pre-school planning.

During pre-school planning, individual and team/department teacher preparation time will be given the highest priority and required meetings and inservice kept to a minimum.

### Section 21. Emergency Closing

Whenever circumstances necessitate the closing of a school or schools for emergency reasons and Florida Statute(s) or SBE rule dictate that the day(s) must be rescheduled, teachers directly affected by the possible rescheduling will be polled by the Association and the results made known to the Administration prior to the day(s) being rescheduled by the Board.

### Section 22. Parent/Teacher Conferences

Teachers will not be required to interrupt lessons to participate in parent/teacher conferences. Parent/teacher conferences will normally be scheduled no earlier than the day following a parental request unless an earlier time is agreed to by the teacher. Teachers will be provided 24 hours notice of scheduled conferences, except in cases of emergency mutually agreed to by the principal and the teacher.

A teacher may end a conference between the teacher and the parent(s) if the parent(s) is abusive. The teacher shall report the incident to the principal and request rescheduling of the conference with administrative participation. During this rescheduled conference or subsequently rescheduled conference(s) the teacher may request that the conference(s) be stopped and rescheduled if the parent(s) is again abusive. The administrator participant(s) will not unreasonably deny such a request.

Abusive behavior will include but will not be limited to: threat(s) of violence, assault(s), continuing use of profane language and obscene gestures.

## ARTICLE VI. TEACHER RIGHTS (Cont.)

### Section 23. Classroom Visits, Non-School Personnel

It is the intent of the administration and teachers that visits to a teacher's room during student contact time by non-school personnel occur only in emergency situations. Classroom visits by non-school personnel will be scheduled by the teacher or through the office with the teacher's consent.

Any non-school personnel who interrupts a teacher's class without prior consent of the teacher will be reported to the office and at the teacher's request all reasonable efforts will be made to remove the non-school personnel from the teacher's class.

### Section 24. Chairpersons/Team Leaders, Selection

Department chairpersons, grade level chairpersons and team leaders will be selected from the members of the departments, grade levels, or teams they represent. The principal will consider recommendations made by the members either as individuals or as a group.

### Section 25. Personnel Directory

Each employee will be given the opportunity to have his telephone number deleted from the Personnel Directory of the School Board of Alachua County. A form will be developed jointly by the Association and the Superintendent or his designee. This form will be available through the first week of each school year and employee orientation. In no case shall the telephone number of an employee, utilizing this provision, be given or sold to any outside source for the purpose of telemarketing and/or sales directed to that employee.

### Section 26. Communicable Disease/Health Screening Test

Both parties agree that it is in the best interest of teachers and students to be free from communicable disease.

When recommended by the chief medical officer of the Alachua County Health Department, and upon recommendation of the School Health Advisory Council, the Board may require teachers to present evidence of freedom from a particular communicable disease. No teacher shall be compelled to submit to any test without a written statement of the need for such a test from the School Board.

Under these conditions, medical screening tests will be provided to teachers at no cost. Screening means presumptive identification of disease by tests that can be easily and rapidly given to apparently healthy persons. The tests will normally be conducted by Alachua County School nurses or Public Health nurses at the school site within the workday, under the supervision of a licensed physician.

A teacher with a history of positive reaction to a screening test will be allowed to submit a physician's statement or medical history in lieu of undergoing the screening test.

A teacher declining to submit to a screening test on religious grounds will suffer no disciplinary action from the Board.

## ARTICLE VI. TEACHER RIGHTS (Cont.)

Teachers who choose to have the screening tests performed by their private physicians will be responsible for the costs incurred.

This section shall not be used to screen teachers or employees for HIV or AIDS related diseases. Employees shall not be screened for HIV or AIDS.

### Section 27. Participation in Institutes/Conferences

The nomination and appointment of eligible teachers to participate in skills or subject area institutes shall be done in a manner which allows equal access to the process.

## ARTICLE VII. GRIEVANCE PROCEDURES

### Section 1.

Purpose: The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to problems which arise under this contract. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of this procedure.

### Section 2.

Definitions: The terms defined here will have reference only to the grievance procedures section of this contract.

(a) Contract Grievance: This term will refer to a written allegation by a grievant that a section(s) of this contract has been violated as it relates to him.

(b) Complaint Grievance: An allegation by a grievant that Board policies, practices and/or administrative procedures have been violated. Board policies, practices, and administrative procedures are subject to the informal level, Level I, and Level II of the grievance procedure. The informal level and Level I may be waived if mutually agreed by the grievant and the Superintendent or his designee. A grievance of this nature will be processed using a separate form mutually agreeable to the Association and the Board, but in no case will a grievant file a contractual grievance and a complaint grievance based upon the same event or occurrence. By mutual agreement, a complaint grievance may be treated in an informal manner.

(c) Grievant: This term will mean a teacher(s) eligible for Association membership or the Association, if appropriate, who files a grievance.

(d) Employers: This term will refer to the School Board and its agents.

(e) Days: This term will refer to working days exclusive of holidays and weekends. Should a grievant work less than a 252-day contract year initiate the grievance procedure with less than five days remaining in the contract year, calendar days will govern timelines.

## ARTICLE VII. GRIEVANCE PROCEDURES (Cont.)

### Section 3.

**Representation:** All teachers will have the right of Association representation at each step of the grievance procedure, if they desire and the Association agrees. If the Association agrees to represent the grievant, no grievant may be required to discuss any grievance if the Association representative is not present. Copies of the employer's decision given at any step beyond the informal level of the grievance procedure will be delivered to the Association.

A grievant will not be represented by any person who might be required to take action, or against whom action might be taken in order to adjust the grievance, or by a representative of any other employee organization.

### Section 4.

**Nondiscrimination:** There will be no discrimination against any teacher based upon that teacher's initiating, processing, or participating in any way in the grievance procedure, including the written notice of an informal discussion.

### Section 5.

**Time Limits:** Grievances should be processed rapidly. Time limits set forth in this procedure will be considered maximums, unless mutual written agreement to extend them is made by the grievant and/or the Association and the office of the Superintendent.

### Section 6.

**Released Time:** Grievances will be processed after normal working hours, except at the informal level, or by mutual agreement. When grievances are processed during the workday, the grievant and his witnesses will be provided released time.

### Section 7.

**Informal Discussion:** In the event a teacher believes there is a basis for a grievance, the individual will first discuss the grievance with the building principal or immediate supervisor. No grievance will be processed until such informal discussion has been held. The teacher will initiate the discussion by notifying the building principal or worksite supervisor in writing. The written notification shall provide the worksite supervisor or principal with a minimum of the topic of the discussion and may also include more detailed information with the goal of quickly resolving the matter at the informal discussion level. This notification will occur within five (5) days after the grievant knew, or should have known, of an occurrence leading to the possible grievance. A meeting will be conducted within fifteen (15) days after receipt of the written notification from the teacher. The time may be extended by written mutual agreement between the parties.

### Section 8.

**Level I:** After the informal discussion with the building principal or immediate supervisor, and if a grievance still exists, the grievant may invoke the formal grievance procedure within five (5) days of the informal discussion on a form mutually acceptable to the Board and the Association. This form will contain the name of the grievant, the act or occurrence leading to the grievance, the specific section(s) of the contract



## ARTICLE VII. GRIEVANCE PROCEDURES (Cont.)

allegedly violated, and a recommended action to adjust the grievance. A copy of the grievance form will be delivered to the principal, the designated representative, or the immediate supervisor, who will have five (5) days after receipt of the grievance in which to hold a conference with the grievant and to give a written decision. The conference may be mutually waived if the grievant and the principal or supervisor feel it would not be helpful in resolving the grievance.

### Section 9.

Level II: If the grievance is not settled to the grievant's satisfaction, or if a written decision is not submitted within the designated time limit at Level I, the grievant may move the grievance to Level II by written notice to the Superintendent or his designated representative within ten (10) days after receipt of the response or the end of the designated time period. The Superintendent or his designee will have ten (10) days after receipt of the grievance in which to hold a conference. A written decision will be issued within ten (10) days of the Level II conference.

### Section 10.

Level III: If the grievance is not resolved at Level II to the grievant's satisfaction, or if a written decision is not submitted within the designated time limit of Level II, the grievant and/or the Association may move the grievance to binding arbitration in accordance with the American Arbitration Association (AAA) Rules by notifying the Superintendent in writing within twenty (20) days of receipt of the response or the expiration of the time specified at Level II.

### Section 11.

Costs: The costs for the services of an arbitrator, including per diem charges, actual necessary travel, subsistence expenses and the cost of the hearing room, will be borne by the parties in equal amounts. If the Association finds the grievance without merit, the grievant may move the grievance to arbitration without Association approval. In such case, costs will be borne equally by the Board and the grievant.

### Section 12.

Withdrawal of Grievance: Nothing in this contract will preclude the withdrawal of a grievance at any point in the process by the grievant and/or the Association.

### Section 13.

Expedited Conference: If a grievance is filed which cannot be processed prior to the end of the fiscal term and which, if not resolved, could cause irreparable harm to the grievant, the Association or grievant may request an expedited conference. Such a request will be granted. An expedited conference will begin at Level II, will be given priority over other grievances, and will not be unreasonably delayed.

## ARTICLE VII. GRIEVANCE PROCEDURES (Cont.)

### Section 14.

Confidentiality of Grievances: No record of grievances will be placed in the permanent personnel file of any grievant except as it may be necessary to establish that an adjustment of grievance has been made in favor of the teacher. Grievances will be kept confidential to the extent permitted by law.

### Section 15.

Non-Association Grievances: Any teacher will have the right to present grievances to the Board in accordance with the grievance procedure. Such grievances may be adjusted without the intervention of the Association, but no adjustment will be inconsistent with the terms of this contract. The Association will be given an opportunity to be present and make statements concerning the grievance or adjustment beginning at Level I, even if the grievant does not desire Association representation. The Board and its designee assume no responsibility for involving the Association.

### Section 16.

Selection and Powers of an Arbitrator for Binding Arbitration: The parties will jointly attempt to select an arbitrator who is mutually acceptable. If the parties cannot agree upon an arbitrator within ten (10) days from notification that the grievance is being moved to Level III, the arbitrator will be selected through the services of the American Arbitration Association. The rules of the American Arbitration Association will apply to arbitration proceedings. An arbitrator will limit his decision to the terms of this agreement and will not have the power to add to, subtract from, modify, or alter such terms either directly or by implication. The arbitrator will confer with the representative(s) of the Board and the Association, will hold hearings promptly, and will speedily issue a decision after the date of the close of the hearings or final submissions. The arbitrator's decision will be in writing and will set forth findings of fact, reasons and conclusions on the issues submitted. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

### Section 17.

Association Grievance: The Association may file grievances at Level II if there is an alleged violation of the term of the agreement, recognition and/or unit inclusion, Association rights, a specific item requiring or granting Association involvement or representation, or improper administration of the grievance procedure.

## ARTICLE VIII: IMPASSE

In the event that an impasse is reached during the course of negotiations, the parties agree to mediation as a means of attempting resolution of the item(s) in dispute. The initial recourse will be to petition the Federal Mediation and

## ARTICLE VIII. IMPASSE (Cont.)

Conciliation Service (FMCS) for a mediator. If agreement is not reached by the parties, the impasse will proceed under Public Employees Relations Commission (PERC) guidelines.

If the parties agree in writing to waive the appointment of a special master, the parties may proceed directly to resolution of the impasse by the legislative body.

## ARTICLE IX. TEACHING CONDITIONS

### Section 1. Lounge, Staff

The Board agrees to make available in each school at least one (1) staff lounge which is reasonably furnished and vented. The lounge(s) will not be open to students. Existing combination lounges/workshops will not be considered a violation of this section.

### Section 2. Rest Rooms

The Board agrees to make appropriate rest room facilities available for the exclusive use of the faculty and staff. The Board agrees that these facilities will be kept clean and appropriately supplied.

### Section 3. Storage, Personal Items

Each teacher will be provided with an area or space in which to work which provides security for the storage of personal items normally carried by a teacher. Additional secure storage areas will be provided for large or unusual personal items brought to the work site by a teacher. The nature of the area(s) may vary depending on local conditions and facilities. When such personal items are not in use, it will be the teacher's responsibility to place them in the secure storage area. When new teacher desks are purchased, they will be equipped with functioning locks and keys.

### Section 4. Office Space

(a) In cases where a teacher, other than itinerant, is assigned to teach in more than one room, an area in the school will be set aside to serve as that teacher's office space. Every reasonable effort will be made to provide such teachers with a desk, file cabinet and supply storage area, at least one of which will be lockable, in this office space. This office space will provide sufficient access to electrical usage as is required to perform the teacher's job.

(b) The Board will provide guidance counselors with an office which permits privacy of conversation with students and which is equipped with a telephone.

### Section 5. Meetings, Commercial

Teachers will not be required to attend meetings for commercial demonstrations which are directed to personal sales to teachers. Solicitation by sales personnel in the school will not be permitted during the teacher workday.

## ARTICLE IX. TEACHING CONDITIONS (Cont.)

### Section 6. Financial Responsibility

Teachers will not be held financially responsible for textbooks, supplies, equipment, or funds which have been stolen or lost by other persons. Teachers will be expected to exercise reasonable control, under the direction of the principal, of textbooks, supplies, equipment, or funds.

Teachers will comply with district and local school audit requirements after they have been furnished a copy of the requirements. Materials necessary for teacher compliance with audit requirements will be furnished to teachers upon request. Compliance with audit requirements will fulfill the teacher's responsibility in regard to funds collected.

A teacher will not be required to participate in fund-raising activities.

### Section 7. Environment

(a) Unsafe Conditions: Teachers will report potentially unsafe conditions in the classroom or other teaching areas to the principal. The principal or his designee will investigate, as soon as feasible after the teacher has made the report, and take action to correct conditions which are hazardous or potentially dangerous. If the principal or his designee determines that the condition creates an immediate danger to the teacher(s) and/or students, he will take immediate action to prevent harm to the teachers or students. The teacher(s) will be informed of the action(s) which has been taken.

(b) Temperature: Classes will not normally be held in unheated classrooms when the temperature in the classroom drops below 60°F (16°C) for an extended period of time. In classrooms without functioning air conditioning, fans will normally be provided by the Board. If the temperature in classrooms exceeds 90°F (32°C), reasonable efforts will be made to accommodate the classes in other areas of the school. Such movement must have prior approval of the principal. Both parties recognize that energy conservation measures may create changes in climate control conditions.

(c) Audiovisual: Where each classroom of a school is not adequately furnished for the proper utilization of audiovisual equipment, reasonable efforts will be made to provide a suitably equipped room or area.

(d) Maintenance: The Board will make reasonable efforts to maintain classrooms, other learning areas, and areas used for extracurricular activities in clean condition and in good repair. Teachers will not be required to perform the custodial or maintenance duties necessary under this section.

(e) Renovation/Repair: Good faith efforts will be made to schedule major maintenance, renovation, and repair projects at times so as to minimize the disruption of instruction. The administration and teachers will work cooperatively to lessen the impact of these disruptions on students' learning. A minimum of five-days notice will be given when planned projects of facility repair, maintenance, or painting which may disrupt normal classroom activities will occur. Normally provisions will be made to move students and school site employees from areas or classrooms undergoing maintenance, renovation, or projects which produce toxic or harmful vapors.

## ARTICLE IX. TEACHING CONDITIONS (Cont.)

(f) Toxic/Harmful Vapors: Employees who are sensitive to vapors produced by maintenance, renovation, or repair projects and cannot be moved to another area free of the toxic or harmful vapor, shall be granted paid illness-in-the-line-of-duty for the duration of the project producing the harmful vapors or given an alternative assignment during the time when injury may result.

### Section 8. Substitute Teachers

The administrative staff will provide a certified substitute from outside the instructional staff of the school when a classroom teacher or media specialist is absent unless the teacher agrees to other arrangements prior to the absence. Appropriately certified and qualified substitutes will be given first consideration. If appropriately certified and qualified substitutes are not immediately available, qualified substitute teachers who are familiar with the school and the students' needs will be considered next. A teacher will report an anticipated absence as soon as he knows it will occur. Teachers will provide preparations/plans for use by the substitute teachers. Allowance will be made for instances of teacher illness or emergency which preclude availability of regular preparations/plans for use by a substitute. Recognizing that unforeseen situations may arise, teachers will maintain, in a designated area, emergency preparations/plans for at least one day for use by the substitute teachers. For a period not to exceed three (3) days, resource teachers not in self-contained classrooms are excluded from this section. Only in emergency situations where students are unsupervised may a classroom teacher be asked to cover another teacher's class until a substitute can be located. This duty should be rotated equitably.

No teacher will be denied sick leave based on the availability of substitutes.

When it is known that a guidance counselor or school psychologist is to be absent for more than five (5) student days, arrangements will be made for a continuation of services if feasible.

Substitute teachers are expected to assume the normal duties and responsibilities of the teacher for whom they are substituting, when such information has been provided. Teachers are normally expected to make such information available.

### Section 9. Teaching Materials/Textbook

(a) Each teacher will be provided with supplies, textbooks, and teaching materials including the appropriate technological hardware and software to teach the course(s) assigned. Each classroom teacher will be provided with a copy of the teacher's edition(s) of the basic text(s) used by the teacher in each course to which he is assigned and, if feasible, appropriate manuals for technological hardware and/or software assigned to the teacher. No teacher will be required to purchase supplies, textbooks, materials, or equipment from personal funds. Every reasonable effort will be made to provide these materials by the first day of preschool. A teacher will notify the principal when he receives faulty, unusable, or defective supplies or materials. Such notification will normally occur within one month of the receipt of such materials or supplies. The monies allotted to a teacher or department for supplies and materials will not be reduced if these faulty, unusable, or defective supplies or materials are returned and credited to the school. A committee composed of an equal number of teachers chosen by the Association and administrators chosen by the Superintendent may be formed to

## ARTICLE IX. TEACHING CONDITIONS (Cont.)

advise the Assistant Superintendent for Business Services in this area.

(b) Selection of texts and materials for programs to be implemented on a countywide or multischool basis will be done by a committee of administrators, affected teachers, and resource personnel. Selection of texts, library books, teaching materials, supplies, and equipment for use by an individual school will be done by the faculty and administration of that school and will be consistent with the student needs of that school.

(c) The principal and the certified media specialist(s) will cooperatively develop a plan to distribute, inventory, and catalog teaching materials which are to be distributed through the media center.

(d) Media equipment will be available in each school for teacher use. The Board will provide a maintenance program for media equipment, but minor adjustments or repairs may be made in the school.

(e) Equipment necessary for preparation/duplication and presentation of normal teaching materials will be available for use in each school. The Board will provide a maintenance program to keep such equipment in good repair. Minor adjustments and/or repairs may be made at the school.

(f) When a new class(es) is formed, allocation of supplies and materials will be done in a manner which recognizes the need for the new class(es) to receive a base line level approximating that available to other similar classes. When a teacher is new to the district, the principal or his designee will discuss supply and material needs with the teacher and attempt to secure reasonable supplies and materials for classroom use by the teacher.

### Section 10. Media Services, Committee

The Board will provide funds for coordinated county media services including updating audiovisual materials, audiovisual material loans and delivery, electronic maintenance, and other services generally associated with the Instructional Media Services. In addition, it is agreed that a committee of Association-selected certified media specialists will meet with representatives of the Board at least yearly to develop recommendations for improving media services.

### Section 11. Telephones

Telephones will be available for school business use and for personal emergencies. Arrangements will be made to allow confidential phone calls in an appropriately private area(s) if the need arises. Personal long distance telephone calls will be made only with the approval of the principal, and will not be charged to the school or Board.

When schools undergo major remodeling or when new schools are built, provisions will be made to provide a telephone per each department and/or grade level.

## ARTICLE IX. TEACHING CONDITIONS (Cont.)

### Section 12. Workday

The starting and ending times for teachers during normal working days and planning days which occur during the school year shall be determined by the principal after discussion of these times with the faculty. The decision will be announced during pre-planning.

(a) Length: A teacher will use his professional judgment in determining the length of his workday in excess of the normal instructional day. The normal instructional day for teachers will be seven and one-half (7½) continuous hours.

(b) Duty-Free Lunch: Every teacher will be provided time during the normal instructional day at his school center for a thirty (30) minute duty free lunch period.

1. If the principal, after consulting with the teachers involved, determines that pre-kindergarten through primary age severely handicapped students require lunchroom supervision by their teachers, he shall request volunteers to perform the duty. If, after consulting with the involved teachers, the principal determines that teachers are not needed to supervise pre-kindergarten through primary age severely handicapped students, he will inform the teachers involved of his determination and of the fact that if they so choose to eat with their students they will not receive a supplement for voluntary lunchroom duty.

2. Any teacher accepting voluntary lunchroom duty assignment will receive a supplement equal to the teacher's regular hourly rate for thirty minutes per day the duty is performed. A teacher's regular hourly rate of pay is determined by dividing his daily rate of pay by seven and one-half (7 1/2) hours. In elementary schools, a teacher may be expected to escort his students to the serving line before taking his lunch break. This will not be interpreted as requiring that a teacher eat breakfast or lunch with his students unless he desires to do so.

(c) Contact Time: A middle school and high school teacher's normal student contact time per day will be five contact periods in a six period day, and will not normally exceed 250 contact minutes per day, except as otherwise stipulated in Article XVIII, Section 19. Student contact time needed for attendance taking and announcements is exempt from the provisions of this paragraph. This period of time will be no more than ten minutes.

(d) Planning: In elementary and center schools, teachers will have not less than an average of 60 minutes per day for planning calculated on two normal student weeks. Elementary teachers' planning time may be noncontinuous, but if noncontinuous, it will be scheduled in time blocks of approximately 30 minutes. In schools where team planning is necessary, the members of the team will determine how much of the assigned planning time will be used for team planning.

In cases where art, physical education, media and music classes are scheduled at the elementary school, the regular teacher is not required to remain with the special teacher. This period will be used as a preparatory/planning period by the regular teacher. In cases of emergency, a teacher may be requested to remain with the special teacher.

Elementary and center school teachers will have not less than one extended block of time each week for the completion of

## ARTICLE IX. TEACHING CONDITIONS (Cont.)

professional responsibilities. At reasonable intervals and with prior written notice of at least five (5) days, a portion of such time may be designated for administrative use to include required inservice or a faculty meeting. An individual school center may exempt itself from the provisions of this section with the concurrence of both the School Board and the Executive Board of the Association.

In schools in which a teacher is assigned five periods of instruction in a six period day, as far as is practical the teacher may designate one period as his planning period. Both parties agree that circumstances may, from time to time, require additional kinds of duty assignments. Such assignments will neither be unreasonably made nor unreasonably refused and, except in emergencies, will be made only after consultation with the faculty. All such assignments will be consistent with Article IX, Section 12(g). Such assignments will not normally include the kinds of duties not previously assigned to teachers at a particular school. The period specifically assigned as a planning period for the middle and high school classroom teachers will not normally be utilized for activities other than planning.

Non-classroom based teachers will use their professional judgment in scheduling their planning time within the normal instructional day so as to cause the least disruption of instruction.

(e) Evening Classes: At schools where evening classes are part of the regular curriculum, the principal will seek volunteers who are certified to teach such classes. An evening class is defined as a class which begins at or after 6:00 p.m. Should no certified teacher volunteer, the principal may assign a certified teacher from the school's faculty to teach such a class. A teacher teaching an evening class will be assigned his two non-student contact periods between his teaching assignments for the regular instructional day and the evening assignment, making his instructional day as continuous as possible. In no event will the break in his instructional day exceed two hours.

(f) Shortened Day:

1. In recognition that professional responsibilities and obligations may on occasion necessitate teachers working beyond the normal workday, teachers are permitted to leave school at the end of the student day on school days immediately preceding the weekend, a holiday, or student vacation day as long as students are not left unsupervised. Arrangements will be made which are appropriate to the individual school to insure that teachers needed to supervise students on these days are given comparable release time on other days. Any shortened day for teachers under this provision will not be construed as infringing upon teacher planning time.

2. To allow adequate time for completing records and paper work at the conclusion of the school year, for the last three (3) days of student attendance teachers will be provided additional time within the normal workday.

(g) Duty Assignments: Duty assignments when necessary will be kept to a minimum and rotated on an equitable basis.



## ARTICLE IX. TEACHING CONDITIONS (Cont.)

### Section 13. Planning/Conference Day

(a) Teacher planning days will be six hours exclusive of lunch. Teacher planning days are designed to permit additional planning, preparations, parental conferences, inservice training, professional exchange of ideas, appraisal conferences, and other school-related business to be conducted when teachers do not have direct responsibility for students. Principals will make a reasonable effort to insure that these purposes are not interfered with, but all personnel will give first priority to parental conferences.

(b) Principals will provide teachers with no less than five (5) days notice of any required activity to occur on a planning day. Scheduling and duration of lunch periods will be determined after input from the faculty.

(c) A school may decide to hold a parent/teacher conference afternoon/evening in lieu of any teacher planning day. The principal and a majority of teachers must agree to the afternoon/evening session(s) and the format to be used. Those teachers not participating will work the regularly scheduled planning day. The afternoon/evening session(s) must be for a total of six (6) hours. The principal and teachers will schedule their dinner break, if needed, to maximize parent/teacher conference time. But, in no case should parent/teacher conference time total less than six (6) hours.

### Section 14. Class Size

Both parties recognize that class size may vary because of local conditions, student needs, program organization and state constitutional law. They agree, however, that good faith efforts will be made to avoid excessive class size. In no case will class size be used as a punitive measure.

The Board agrees to comply with the class size requirement as mandated by law.

As a goal, the Board will strive to provide the ratio of students to resource and special teachers (counselors, deans, media specialists, special teachers, school psychologists, etc.) necessary to meet current accreditation standards of the Southern Association.

Any teacher who feels that his class size is excessive may file with the principal a written request for an evaluation of the situation. If the teacher is not satisfied with the decision of the principal, he may request a conference with the principal and the Superintendent or designee who will make a good faith effort to resolve the problem.

If the Class Size Amendment to the Florida Constitution is repealed or altered so that any section of the student population is not addressed, then the Board agrees as a goal to provide the following pupil-teacher ratios:

<u>Grades</u>	<u>Ratio</u>
K-3	24:1
4-6	26:1
7-8	26:1
9-12	24:1

The ratio shall be determined at each school, by grade level, by period and by dividing the actual number of students by the

## ARTICLE IX. TEACHING CONDITIONS (Cont.)

number of general classroom teachers actually teaching during each period.

### Section 15. Preparations, Teacher

(a) A good-faith effort will be made to group and regroup students at the elementary level to limit the preparations required and levels taught to a reasonable number. Such groupings will be done in an educationally sound manner.

(b) Both parties further agree that in departmentalized middle and high schools of more than 1,000 students, a good-faith effort will be made to avoid assignment of more than two separate, unrelated academic assignments during a semester, and that in departmentalized middle and high schools of 1,000 or less, a good-faith effort will be made to avoid assignment of more than three separate, unrelated academic classroom assignments. In no case will the number of separate, unrelated academic classroom assignments be used as a punitive measure. Junior/senior high school teachers will be required to teach no more than three separate, unrelated academic subjects per day.

When local school conditions permit, additional planning time may be scheduled for teachers assigned to teach three or more unrelated academic classroom assignments.

(c) Any teacher who feels that a good-faith effort is not being made to limit the number of preparations and the number of separate courses assigned may file with the principal a written request for an evaluation of the situation. If the teacher is not satisfied with the decision of the principal, he may request a conference with the principal and the Superintendent or designee who will make a good faith effort to resolve the problem.

### Section 16. Meetings, Faculty

There will be no more than an average of two faculty meetings per month, excluding those held in pre- and post-school planning. Faculty meetings shall only be held on and contiguous with the workday. The principal or his designee is responsible for the faculty meeting agenda. Teachers may recommend, and the principal will normally include, topics of discussion for the faculty meeting agenda. When the principal prepares an agenda or tentative list of items to be included in a faculty meeting, the agenda will normally be posted prior to the meeting. Reasonable efforts will be made to expedite the length of faculty meetings. In no case shall a faculty meeting extend the workday by more than thirty (30) minutes unless the extension is agreed upon by a majority vote of the faculty.

### Section 17. Grading Periods/Grades

(a) The length of the grading period will be set by the Board for each level (elementary, middle, high) countywide. Teachers will be notified of the grading period interval during preschool planning and, except for emergency conditions, shall submit grade reports on the dates specified.

(b) The Board agrees to utilize district computer facilities to the greatest extent practical in the preparation of grades. Such utilization shall be educationally and professionally sound. Provided appropriate materials are made available, teachers' grades shall be entered into the computer for processing no later than 6:00 p.m. on the fourth (4th) working day after the end of the grading period. In senior high schools the final grades of

## ARTICLE IX. TEACHING CONDITIONS (Cont.)

seniors will be submitted for processing one day after the senior examinations so as to afford adequate time to monitor graduation requirements.

(c) If a principal determines that a student's course grade should be changed, the principal will inform the teacher of the change and reasons for the change. When feasible, an administrative change in a grade will not be made without prior consultation with the teacher. Grade changes will indicate, on the student's permanent records, the name of the person making the change and date the change was made.

### Section 18. Intercom

Classes will not normally be interrupted for non-emergency reasons. When it is necessary for the normal operation of the school, the intercom will be used during the first and last five minutes of a class period.

### Section 19. Psychologists, School

(a) Good-faith efforts will be made to maintain current working conditions of psychologists. Should program considerations require changes, the Superintendent or designee will discuss such changes with the psychologists prior to implementing the changes and will solicit alternative ways to address program needs.

(b) School psychologists will be provided appropriate materials in sufficient quantity to allow for professional performance of assigned responsibilities. Good-faith efforts will be made to provide a work location at each assigned school which is adequate to allow for the professional conduct of interviews and testing.

(c) School psychologists will be assigned one day during a normal work week to complete required reports and paperwork. Psychologists may be required to respond to emergencies during that day.

### Section 20. Personality Inventories

Teachers will not be required to participate in personality inventories.

### Section 21. Leaving Campus

(a) Subject to the approval of the principal or his designee, a teacher may leave the campus of his particular school if appropriate arrangements are made to insure that students are not left unsupervised. Approval is required for each circumstance or situation. The principal or his designee will not unreasonably deny such a request. A teacher will use this privilege only in unusual circumstances.

(b) Subject to prior approval of the principal or his designee, a teacher may be off the campus of his particular school during the normal workday. This absence may include a student contact period when a peer voluntarily agrees to teach the instructional period for which the teacher is absent from school and when the absence will not normally require a replacement teacher for more than one instructional period. Under these circumstances, a teacher will not be charged sick leave for such absences. Approval is required for each circumstance or situation. The principal or his designee will

## ARTICLE IX. TEACHING CONDITIONS (Cont.)

not unreasonably deny such a request. A teacher will use this privilege only in unusual circumstances.

### Section 22. Leaving Campus, College

With prior approval of the principal, teachers will be allowed to leave after the student day and prior to the close of the regular workday to attend college classes at no loss of pay or accumulated leave.

### Section 23. Lesson Plans

Lesson plans will be available to the principal upon request during the workday. Lesson plans may be collected at the end of the school year but shall be available for return the last day of postplanning.

### Section 24. Medical Procedures.

(a) Under ordinary circumstances, only properly trained employees will be asked to perform medical procedures or to dispense medication to any student. The Board will assume legal responsibilities when an employee is asked to perform medical procedures or to dispense medication to any student.

(b) Nonmedical school district personnel shall not perform invasive medical services which require special medical knowledge, nursing judgment and nursing assessment. The procedures include, but are not limited to:

1. Sterile catheterization.
2. Nasogastric tube feeding.
3. Cleaning and maintaining a tracheostomy and deep suctioning of a tracheostomy.

(c) Nonmedical personnel shall be allowed to perform health-related services upon successful completion of child-specific training by a registered nurse, a licensed practical nurse, a physician licensed pursuant to chapter 458 or chapter 459, or a physician assistant certified pursuant to chapter 458 or 459. All procedures shall be monitored periodically by a nurse. These procedures include, but are not limited to:

1. Cleaning intermittent catheterization.
2. Gastrostomy tube feeding.
3. Monitoring blood glucose.
4. Administering emergency injectable medication.

(d) For all other medical services not listed in paragraphs (b) or (c), a registered nurse, a licensed practical nurse, a physician licensed pursuant to chapter 458 or chapter 459, or a physician assistant certified pursuant to chapter 458 or 459 shall determine if nonmedical school district personnel shall be allowed to perform such services.

## ARTICLE IX. TEACHING CONDITIONS (Cont.)

(e) Under ordinary circumstances, teachers shall not be asked to toilet or diaper any student. The parties recognize that variations may occur in dealing with handicapped children, but reasonable effort shall be made to relieve classroom teachers of these duties. Reasonable effort shall also be made to relieve an employee of diapering or toileting a student of a gender different than the employee's gender if the student has started to develop secondary sexual characteristics.

### Section 25. Inclusion, Training/Assistance

If a severely handicapped student is placed in a regular or standard support class, appropriate assistance, as identified in the student's Individual Education Plan (IEP), will be made available to assist the teacher in meeting the needs of the special student. When assigning such a student, the principal shall consider the needs of the student, appropriateness of available space, staff qualifications, and available resources. Teachers to whom the child may be assigned will be given an opportunity to attend the IEP meeting for the child prior to the assignment to discuss the needs of the child, staff concerns, available resources, and special assistance which may be needed.

In no case shall placement be delayed in violation of laws, regulations, or the district plan for providing services to such students.

### Section 26. Media Center Security

In schools in which the media center is required to open prior to regular school hours and/or remains open after regular school, media specialists and the principal will meet to develop a mutually agreeable method of emergency communication or security protection during times prior to or after regular school hours.

## ARTICLE X. LEAVES

### Section 1. Sick Leave, Accrual

(a) A teacher employed on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of employment each contract year. Additional sick leave days will be earned at the rate of one per month to a maximum equal to the number of months under contract.

(b) Sick leave may not be used until it is earned and credited to the teacher. Other than the initial four days, sick leave will be credited at the end of the month in which it is earned. Teachers employed in the extended school year program and teachers employed one-half ( $\frac{1}{2}$ ) time or greater during the regular school year will earn and use sick leave in direct proportion to the time employed. Accrual and use of sick leave will be prorated to the nearest hour.

(c) Unused sick leave days accumulated by a teacher prior to an approved leave of absence will be credited to the teacher upon his return from leave.

## ARTICLE X. LEAVES (Cont.)

(d) The total unused portion of the annual sick leave allowance will be permitted to accumulate.

### Section 2. Sick Leave, Use

(a) Sick leave may be used for personal illness of the teacher or for death or serious illness in the teacher's immediate family. Immediate family as used here will include: the spouse, child or stepchild of the teacher; the parents, grandparents, or grandchildren of the teacher or his spouse; the spouse of any child or stepchild of the teacher; the brother or sister of the teacher or his spouse; the aunt or uncle of the teacher or his spouse; and any other person who is, or has been dependent upon the teacher or upon whom the teacher has been dependent. Personal leave days will be granted for the death or serious illness of other close relatives.

(b) A teacher may authorize transfer to his spouse, child, parent, or sibling who is also a district employee, of accrued sick leave, providing that the transfer relates to an illness or injury of the person to whom the leave is transferred. The person receiving the transfer may not use the donated sick leave until he has exhausted all of his accrued leave. Donations may be in amounts of five (5) or more days, or the remainder of the employee's sick leave balance if less than five (5) days, and shall not be covered by terminal leave pay-outs.

### Section 3. Sick Leave, Personal

A teacher may use up to six (6) days of sick leave as personal leave with pay. The teacher will make a good faith effort to notify the principal or his designee at least twenty-four (24) hours prior to taking such a leave. Such leave may not be available if it is known that more than ten (10) percent or five (5) teachers maximum in a single school will be absent on the day requested, except that approval will not be withdrawn for personal leave approved three (3) or more days in advance of the date the leave is to be used. Such leave will be granted based upon those first notifying the principal or his designee and will not be used to extend school holidays or weekends except in unusual situations or with at least a two (2) weeks notification. A teacher will not take personal leave during the first and last week of the student school year or on a day he has scheduled a field trip except in unusual situations. A teacher taking personal leave during a teacher workday will make prior arrangements with the principal for handling scheduled parent conferences.

### Section 4. Maternity/Child Rearing

(a) A teacher may continue to work during her pregnancy provided she is able to perform her normal teaching duties.

(b) As may be required for other illness or injury, the Superintendent may require a physician's statement indicating the medical cause which necessitates the use of sick leave.

(c) Upon exhaustion of accumulated sick leave and/or upon application, the teacher will be granted personal leave without pay for the recommended recovery time or, if desired by the teacher, the remainder of the school year in which the child is born.

## ARTICLE X. LEAVES (Cont.)

(d) Personal leave without pay for child-rearing purposes may be granted for the remainder of the year and/or the year following the birth or adoption of a child. Such leave shall not normally be taken by both parents.

(e) Sick leave may be used for purposes of adoption, but will normally be granted to only one parent at a time per adoption.

### Section 5. Military

(a) A teacher who volunteers for military service or who is drafted will be eligible for military leave. Military leave will be granted for a period not to exceed four (4) school years. A teacher on military leave who desires to return to the system must notify the Superintendent in writing within thirty (30) days of discharge from active duty.

(b) Teachers will be entitled to military leave without loss of pay or leave for up to seventeen calendar days per year in order to participate in required training exercises by Reserve or National Guard units. In the event of a formal call-up, a teacher who is a member of the reserve component of the Armed Forces of the United States or the Florida National Guard will be granted leave without pay for the period of required duty.

### Section 6. Illness-In-Line-Of-Duty

A teacher who is absent from work because of personal injury received in the discharge of his duties or because of a communicable disease contracted in the course of employment, shall be entitled to illness-in-line-of-duty leave with pay for a period of ten days per school year. Requests for additional illness-in-line-of-duty leave with pay will be considered by the Board on an individual basis. Such leave will not be unreasonably denied. Teachers will be covered by the workers' compensation insurance carried by the Board.

A teacher on illness-in-the-line-of-duty leave will continue to accrue experience for purposes of the salary schedule and shall be credited with a day's experience for every day that teacher is on illness-in-the-line-of-duty leave. This change shall be retroactive to the 1990-91 fiscal year. For a period not to exceed one (1) year per illness or injury the Board will contribute sufficient funds to the Florida Retirement System or the Teacher Retirement System so as to provide a day of experience in the retirement system for every day, up to one (1) year, the teacher is on illness-in-the-line-of-duty leave.

The Board will continue its current practice of supplementing workers' compensation pay for an individual for a period not to exceed one (1) year per illness or injury. After one year, the teacher may utilize accrued sick leave in conjunction with the workers' compensation in order to assure that the teacher's take-home pay will not be reduced during the time he is on illness-in-the-line-of-duty leave.

The Board will provide individual health and life insurance coverage for a teacher on illness-in-the-line-of-duty leave at no cost to the teacher.

## ARTICLE X. LEAVES (Cont.)

### Section 7. Jury Duty

When required to report for jury duty, or for litigation arising out of the discharge of his duties, or when subpoenaed as a witness, not involving his personal litigation, a teacher will be granted the appropriate leave with pay. Such leave will be granted to a maximum of fifteen (15) days. If necessary, additional leave with pay may be approved by the Board. When appearances are required for situations other than those listed above, the Board will grant personal leave without pay. The teacher may, in all cases, retain any payment received for such duty.

### Section 8. Political Office

A leave of absence without pay for a period of six weeks will be granted to a teacher, upon request, for the purpose of campaigning for his personal election to public office. A teacher elected or appointed to public political office will be granted, upon request, a leave of absence without pay for additional time to serve one full term in office.

### Section 9. Temporary Duty Elsewhere (TDE)

(a) Temporary duty elsewhere leave may be granted by the Board for a teacher to attend professional meetings, conferences, workshops, or other such meetings outside the county. Such leave will be related to improvement of job performance and will normally be with pay and may include per diem.

(b) Temporary duty elsewhere leave may be granted teachers for the purpose of presenting at professional meetings, conferences, convocations. Such leave will be related to the teachers' area of responsibility and will normally be with pay and may include per diem.

(c) In-county assignment leave with pay will be granted to teachers participating in the following types of activities: district-sponsored program reviews, Board committee meetings, and district level or supervisory job interviews including school administration.

(d) In-county assignment leave may be granted by the Board for a teacher to attend professional meetings, conferences, workshops, or other such meetings in the county. Such leave will be related to improvement of job performance and will normally be with pay.

### Section 10. Professional

(a) Professional leave without pay on an extended basis may be granted to teachers with three or more years of continuous service, including approved leaves of absence, for the purpose of: advanced schooling, Board approved additional training, educational travel, research, program development or publication. In such cases, the teacher will submit an outline of the planned activity. Such leave will normally be for no more than one school year, but may be extended upon request. Such leave will not be available for the purpose of accepting full-time employment. When possible, requests for such leave shall be initiated no later than July 1.

(b) During pre-and/or post-school planning, a teacher may be granted professional leave without pay for up to four (4) days when attendance and/or travel is required for maintaining and/or updating certification. Such leave will be requested in writing



## ARTICLE X. LEAVES (Cont.)

in advance with a description of the circumstances. Personal leave may be used in lieu of professional leave if such leave is available.

### Section 11. Personal Leave, Without Pay

(a) Teachers are entitled to personal leave without pay for health reasons. Such leave will normally be for no longer than one school year but may be extended upon request. Requests for extension will normally be on a semester basis. Upon request, a teacher whose reason for extended personal leave without pay is job related may continue on leave beyond normal limits for the purpose of maintaining his right to purchase health insurance at group rates. A physician's statement may be required for approval of personal leave without pay for health reasons.

(b) Extended personal leave without pay is available to teachers on continuing or professional service contract upon request. Normally personal leave without pay requests will not be for more than one school year, but may be extended for one more year with the approval of the Board. Such leave will not be available for the purpose of accepting employment of a permanent nature. When possible, requests for such leave will be initiated no later than July 1.

(c) The Board may approve extended personal leave without pay requests from teachers on annual contract.

### Section 12. Sick Leave Bank

(a) The parties agree to establish a Sick Leave Bank in accordance with the conditions described below.

(b) Any person employed one-half time or greater will be eligible to participate in the Sick Leave Bank after one year of employment in the district.

(c) The purpose of the Sick Leave Bank will be to protect its members from personal catastrophic illness, accident, or injury.

(d) A Sick Leave Bank committee will be formed consisting of two teachers, two career service personnel, and two administrators. The teachers and career service personnel will be selected by the Association. The administrators will be appointed by the Superintendent. The committee shall determine how many days, if any, a member may receive from the Sick Leave Bank. The committee will develop routine procedures for considering applications for use of the Sick Leave Bank including, but not limited to:

1. a standard application form;
2. provision for medical documentation of need;
3. provision for monitoring eligibility of an employee;
4. provision for monitoring of days in the bank and determination of when a replenishing of the bank may be needed;
5. provision of standard forms for participation in or withdrawal from the bank by an employee;
6. provision for investigation of possible abuse of the bank; and

## ARTICLE X. LEAVES (Cont.)

7. provision for furnishing the parties with status reports on the condition of the bank at least quarterly.

8. provision concerning the confidentiality of the medical documentation as required by law.

(e) Changes in procedures for administration of the Sick Leave Bank will be subject to approval of the Association and the Board's representative.

(f) Participation in the Sick Leave Bank will be voluntary and will be indicated on a standard form as provided for above.

(g) The maximum contribution to the Sick Leave Bank by an individual will be one day except as needed to replenish the bank. Should the bank need replenishment, an additional day(s) may be assessed of persons desiring to continue participation.

(h) Any eligible employee may join the Sick Leave Bank by donating one day of his accumulated sick leave days, provided the employee has a minimum of six sick leave days accumulated prior to participation.

(i) Eligibility for participation in the Sick Leave Bank will be open for four (4) weeks, beginning in mid-October, of each school year and for four (4) weeks at an employee's initial employment anniversary date.

(j) Use of days from the bank will be subject to the following conditions.

1. The claim must be based on a personal and catastrophic illness, injury, or accident.

2. Prior to eligibility, an employee must exhaust all accumulated sick leave and other types of leave granted by the Board related to the accident, illness, or injury.

3. An employee may not utilize more than one hundred days from the bank without reapplication to the committee for a further draw on the bank. Such reapplication will be subject to all conditions which would apply to an original application.

4. The salary of an employee participating in the Sick Leave Bank will be reduced by any benefits drawn from Workers' Compensation. The salary of an employee will be reduced by any benefits provided by any outside source compensating the employee for lost time; combined income shall be no more than 100% of the employee's salary.

5. An employee otherwise eligible for full disability retirement will not continue to utilize the Sick Leave Bank.

(k) Allegations of abuse of the Sick Leave Bank will be investigated by the committee, which will submit a report of its investigation to the Board and the Association, including a recommendation for appropriate action, if any. The Board will consider the report and recommendations prior to taking such action on the matter as it deems proper.

## ARTICLE X. LEAVES (Cont.)

### Section 13. Sabbatical Leave

The parties agree that sabbatical leaves may be approved for one or two semesters duration. Application will be made through submission of a letter with completed leave form to the Superintendent or designee. Any teacher who has been satisfactorily employed in the district for at least six (6) years, excluding extended school year, preceding the leave is eligible to apply for sabbatical leave, if such person is not within five (5) years of normal retirement. Salary for sabbatical leave shall be 50% of the teacher's salary, excluding supplements other than advanced degree supplements. Health insurance for the teacher will be paid by the Board while on such leave.

A committee of three (3) teachers appointed by the Association and three (3) administrators appointed by the Superintendent will determine which applicants are recommended. To be considered for a year long sabbatical (two semesters) or for a sabbatical leave for the upcoming first semester, applications must be received by the district personnel office no later than March 1 of each year. Applications for sabbatical leave for the second semester must be received by the district no later than the second day of pre-planning of the school year in which the sabbatical is desired. Application deadlines may be waived on an individual basis by the President of the Association and the Superintendent or designee. Applicants awarded sabbatical leave for a full year will be notified no later than fifteen (15) days prior to the close of post school planning. Successful applicants for second semester sabbatical will be notified within three weeks of the closing date for applications.

The committee will consider seniority, purpose of leave, program of study, and needs of the district in selecting those applicants for recommendation to the Superintendent.

Compensation from fellowships, scholarships, and stipends shall not exceed the difference between the regular salary and the salary for sabbatical leave.

The program of graduate study pursued must be on a full-time basis and be leading toward a graduate degree or further certification in a K-12 teaching field. Any change in this program must be approved in advance by the Superintendent or designee. The program must be pursued in an accredited institution of higher learning and a transcript of courses completed shall be provided the district within 45 days following the teacher's return from leave.

A teacher receiving a sabbatical shall apply for certification changes if the degree program followed is not in an area for which he is already certified.

Further, to be considered, a teacher must agree to reimburse the district for its total actual cost if the teacher does not complete two (2) years of service for a teacher who has been granted leave for two semesters and one (1) year of service for a teacher who has been granted leave for one semester upon return from leave. Reimbursement will be made within sixty (60) days after leaving the district. Reimbursement will not be required if the teacher is unable to render the required service because of death, or physical or mental disability of the teacher, or with the approval of the Board.

A teacher may be awarded a sabbatical leave to pursue a program of Independent Professional Research. The program of

## ARTICLE X. LEAVES (Cont.)

Independent Professional Research must be on a full-time basis and will be viewed as a contribution to the teacher's subject area or to the educational profession. The teacher must submit a plan of study which will include the following:

- a. Purpose of study;
- b. Set of goals and objectives;
- c. Proposed benefit to the district;
- d. Proposed benefit to the teacher;
- e. Proposed benefit to the educational profession;
- f. Travel plans and purpose of travel, if part of program;
- g. Plans for implementation of results.

A teacher who receives sabbatical leave for Independent Professional Research will, upon returning to the district, submit a written report on his research, including an evaluation of sections (a.) through (g.) above, to the Superintendent or designee and may be required to give a workshop based on the results of his research. Such report shall be made part of the teacher's personnel file.

A teacher returning from a two semesters sabbatical leave will not be eligible for another sabbatical leave until he has taught in the district for six (6) years subsequent to returning. A teacher returning from a one-semester sabbatical leave will not be eligible for another sabbatical leave until he has taught in the district for three (3) years subsequent to returning.

Following the completion of a sabbatical leave, a teacher shall be returned to the same or comparable position. The leave period will not constitute creditable service for movement on the salary schedule or accrual of sick leave. A teacher on sabbatical leave will not accrue or use any other leave for the time he is on sabbatical leave.

A teacher who terminates his sabbatical leave after formally accepting the offer and prior to completion of the leave may be required to reimburse the Board for costs. He will be returned to the same or comparable position.

The number of sabbatical leaves granted annually will not exceed one percent (1%) of the total bargaining unit as of the June payroll in the preceding year.

### Section 14. Leave, Return to Duty

(a) A teacher on continuing contract or professional service contract returning from leave of absence will retain his contract status upon returning from leave.

(b) A teacher on continuing contract or a professional service contract returning from leave or extended leave will be given a teaching position, if desired, in the same school to which he was previously assigned if a vacancy exists for which the teacher is certified. If no vacancy exists, he will be assigned to a comparable position within the district.

(c) A teacher on probationary status contract returning from leave within the same school year will be assigned to a teaching position, if desired, in the same school to which he was

## ARTICLE X. LEAVES (Cont.)

previously assigned if a vacancy for which the teacher is certified exists. If no vacancy exists, he will be assigned to a comparable position within the district.

(d) A teacher on probationary status contract granted leave(s) which might extend beyond the school year in which the leave was begun will be given the same consideration for reemployment as other teachers on a probationary status contract who are not on leave. Reappointment of teachers under this provision will be based upon prior teaching experience, appraisals, certification, program needs and/or racial composition of the faculty.

(e) Teachers returning from leaves of absence will retain full credit for years of teaching service prior to their leave.

### Section 15. Deadlines

(a) Unless otherwise designated in the contract, all requests for leave, retirement and resignation will normally be initiated no later than July 1 if the leave, retirement or resignation is to be effective with the first semester and no later than November 1 if the leave, retirement or resignation is to be effective with the second semester.

(b) Teachers will not normally vacate a position without adequate notice. A teacher leaving his position without first being released from his contract or agreement by the School Board shall be subject to the jurisdiction of the Education Practices Commission.

## ARTICLE XI. TRANSFERS/VACANCIES

### Section 1. Transfers

(a) All requests for transfers will be initiated through the Personnel Services Division. Appropriate certification, appraisal requirements, seniority and program needs at both schools will be considered in transfer requests. Staff racial composition at both schools may be considered. Sex or religious faith will not be a consideration.

(b) Currently employed teachers will be given priority consideration in the filling of new positions or vacancies. A new position will not normally be filled with someone from outside the district until all currently employed teachers, who are appropriately certified, have had an opportunity to apply for the position. Teachers with no significant deficiencies on their most recent appraisal who have been non-renewed will receive priority consideration for a vacant position prior to the employment of a teacher with no prior service to the district.

(c) Teachers may apply for transfer to a newly created position or a vacancy as soon as posting occurs.

(d) Rejection of transfer applications will not be made for punitive reasons.

## ARTICLE XI. TRANSFERS/VACANCIES (Cont.)

(e) Teachers requesting a transfer will not be discriminated against in regard to extended school year employment.

### Section 2. Vacancies, Posting

(a) The Board will post in each school, in an area frequented and accessible to teachers, a list of known teaching vacancies for the coming school year. The first list will be posted by May 10. An updated list will be posted by June 1. Vacancies for the upcoming school year will not normally be filled prior to May 15.

(b) The Board agrees that it will not fill new part-time positions until qualified, currently employed part-time teachers have been notified of the new position and allowed to apply. Current procedures for posting vacancies will satisfy this notification requirement. When qualifications are substantially equal, currently employed part-time teachers will be given preference in hiring over applicants not currently employed.

### Section 3. Vacancies, Non-Teaching

(a) If a vacancy or new position occurs in the district which requires certified personnel other than teachers, the Board will publicize the vacancy by posting an appropriate job description, which will include the work location, when possible, in the schools at least fifteen (15) calendar days prior to consideration of the applications. The job description will contain the required and desirable qualifications for the position as well as a description of duties and general salary range. A description of how to apply will also be included. No applicant will be eliminated because of race, sex, or religious faith. All other factors being equal, local applicants will receive priority consideration.

(b) Reorganization of existing staff to fill district level supervisory or administrative positions and filling vacancies for the Superintendent's immediate staff (those reporting directly to the Superintendent) are exempt from posting requirements.

(c) The filling of vacancies for school site administrators and principal interns will be completed in accordance with the Board's approved Human Resources Development Plan. All interviewed applicants will be notified of their status regarding inclusion or exclusion in the pool.

### Section 4. Transfer Procedures, Coming School Year

(a) Teachers may apply for transfer no later than June 10 to be effective for the next school year. Reasons for the request need not be given.

(b) The Board will publish and post in each school, in an area frequented and accessible to teachers, a list of teachers requesting transfers for the coming year on or about May 20 and will send the list to all principals. An updated final list of teachers requesting transfers will be published on or about June 11 and will go to all principals. Each principal or designee at a school site will interview at least two (2) applicants from the May transfer list.

(c) If transfer requests are made for a specific vacancy in a given school by a teacher with no significant deficiencies on his most recent appraisal, the Personnel Services Division will check for appropriate certification and forward all requests of teachers meeting certification to the principal. The principal

## ARTICLE XI. TRANSFERS/VACANCIES (Cont.)

will give priority consideration to those teachers making such requests. Teachers will be notified of acceptance or rejection within seven (7) days of the principal's decision. No teacher will be hired to fill a specific vacancy for the next school year until all properly certified teachers requesting transfer to the position by June 10 have received priority consideration. A teacher who meets the requirements of this section may request an interview for a specific vacancy.

### Section 5. Transfer Procedures, Current School Year

Notice of teaching vacancies, including work location, which occur during the school year will be posted in each school for no less than five (5) days prior to the position being filled on a permanent basis. A teacher, with no significant deficiencies on his most recent appraisal and who is appropriately certified, may apply for transfer to the vacant position. Appropriately certified, currently employed teachers making such a request will be given priority consideration.

Teachers may apply for transfer to be effective during the current school year. Reasons for the transfer application will be given upon request. Reasonable efforts will be made to honor such requests.

### Section 6. ESY Employment

(a) The principal at each school will post anticipated extended school year positions on or before May 15. Teacher applications for the anticipated extended year positions will be filed with the principal on or before May 30 and applicants will normally be notified of the tentative assignment on or before the last day of post-planning.

(b) Extended school year teaching appointments will be recommended by the principal. The principal will give first consideration to properly certified and qualified teachers who have experience teaching the subject area and who are employed in his school for the coming year. Only teachers employed in the district for the following year will be employed in extended school year positions.

(c) If extended school year positions are available after all certified and qualified applicants within the bargaining unit having experience teaching the subject area have been considered, those vacancies will be offered to other teachers in the bargaining unit. If no certified and qualified teachers are available from within the bargaining unit, teachers from outside the bargaining unit may be employed.

(d) For the purpose of extended school year employment eligibility, teachers receiving a transfer will be considered a faculty member of the school from which they are transferring.

(e) Extended school year positions to be filled from within the staff of the school will not be considered as vacancies.

(f) No teacher may be required to accept employment beyond the normal contracted-for period of employment.

## ARTICLE XII. ASSIGNMENTS/REASSIGNMENTS

### Section 1. Assignment/Reassignment, Superintendent

(a) The Superintendent will make personnel assignments and reassignments within the district with the approval of the Board. Vacant positions may be filled by transfer when such transfers meet certification and program needs. Racial staffing ratio may be a consideration.

(b) The Superintendent or designee will discuss a change in assignment with the teachers directly involved. When an assignment involves moving from one school to another, ten (10) days written notice will be given to the teacher(s) involved. Such written notice may be waived during the first two (2) weeks of school or in an emergency. When changes in school site occur during the regular school year, the teacher(s) involved will be provided assistance in moving. Upon request, planning time not to exceed three days may be arranged by the principal. This request will not be unreasonably denied.

(c) Reassignments will not be made for punitive reasons.

(d) Reassignments will be handled in a professional manner.

### Section 2. Reduction In Force

When a reduction in the number of students in a school or in courses or programs within a school necessitates the reassignment of a teacher, the teacher within the school in the affected certification area who has least seniority will be reassigned first. A teacher within the affected certification area who requests a transfer will be considered prior to such reassignments. Staff racial composition of both schools may also be a consideration.

Should no vacancy exist to which the affected teacher can be assigned, the teacher with the least seniority will be laid off first. If the teacher is on a professional service contract or continuing contract and holds at least a bachelor's degree from an accredited institution, he will be assigned out of field and given a maximum of two (2) years to gain certification in another area. The new certification area will be determined after discussion with the Personnel office. Any teacher who would qualify for retirement within two (2) years will be permitted to teach to acquire the needed service.

Normal attrition, voluntary retirements, and voluntary leaves of absence will be considered prior to a teacher being laid off.

For purposes of layoff only, seniority will mean length of continuous service a teacher has taught in the district exclusive of extended leaves other than for injury or illness in the line of duty. Date of acquired certification will not determine order of layoff. Should a vacancy occur in an area in which the laid off teacher holds certification, the laid off teacher will be notified of the vacancy and given an opportunity to accept or reject the position before other candidates are considered. Such consideration will extend two years subsequent to being laid off. If a teacher rejects the position, the Board will have no further obligation to extend this right to other vacancies.



## ARTICLE XII. ASSIGNMENTS/REASSIGNMENTS (Cont.)

### Section 3. Transfer To Former School

A teacher who has been reassigned, due to a reduction in the number of students in a school or in courses or programs within a school, will have an opportunity to request a transfer back to the former school, if a vacancy occurs in his certification area.

It will be the teacher's responsibility to notify the Personnel Services Department of his interest in returning to his former school. Upon such a request, the teacher will be given priority consideration for placement within his certification area at his prior school site. This provision will be in effect for one year after the effective date of the reassignment.

If the vacancy occurs prior to the beginning of the school year in which the reassignment was to have become effective, the teachers will be given the opportunity to accept or reject the position before other candidates are considered.

If the vacancy occurs for the school year immediately following the effective date of the reassignment, the teacher will be given the opportunity to request a transfer to his former school. The requesting teacher will be given priority consideration for placement within his certification area at his prior school site, and will be interviewed prior to the building administrator recommending other candidates for employment.

If a position within the teacher's certification area(s) is offered and the teacher rejects it, the Board is no longer obligated under this section of the contract.

In no case shall an employed teacher be reassigned or displaced so as to provide a position for a previously reassigned teacher from that school.

In no case shall a teacher, who is not certified in an area, be reassigned as to displace a teacher certified in that area who is on professional service or continuing contract.

### Section 4. Assignments, Tentative

Teachers will be given their tentative teaching assignments within a school prior to the close of post-school planning each year. Teachers will be notified of changes in their tentative assignment(s) as they occur. Teachers will be notified of tentative semester assignments three (3) weeks prior to the beginning of the semester. Nothing contained herein will prevent earlier notice if the tentative schedule has been developed by the principal. Tentative teaching assignments will contain both courses and grade levels.

Teachers will be notified of a change in their tentative teaching assignment(s) as soon as feasible after finalization of schedules.

### Section 5. Assignment, Changes During Regular School Year

Changes in teaching assignments within the regular school year may be made after consulting with the teacher(s) involved and soliciting alternative solutions to the problem. Changes in teaching assignments will mean changes in the classes, courses, or grade levels taught. An appropriately certified teacher(s) who volunteers for the change(s) in teaching assignment(s) will be given priority consideration. Changes in teaching assignments will not be used as a punitive measure. When changes in teaching assignments occur during the regular school year, the teacher(s)

## ARTICLE XII. ASSIGNMENTS/REASSIGNMENTS (Cont.)

involved will be provided assistance in moving or other arrangements necessitated by the change. At the teacher's request, planning time not to exceed three days may be arranged by the principal. This request will not be unreasonably denied.

### Section 6. Assignment, Out of Field

(a) Reasonable efforts will be made to assign each teacher within the scope of his certification. When an in-school teaching assignment out of field becomes necessary, the faculty will be made aware of the need and volunteers will be considered. If the out-of-field assignment is still necessary, it will be discussed with the teacher(s) involved and alternatives considered.

(b) When a teacher is assigned out-of-field teaching duties and is required to become certified in that area of assignment, the Board will, upon request, provide a written statement, for tax or other purposes, that the teacher was required to obtain such certification in order to retain his position.

(c) The Board agrees to provide the necessary inservice components or to help defray the costs of certification for any teacher assigned out of field and required by the Board to become certified in that field. Such costs will be subject to the following limitations:

1. Upon presentation of evidence of successful completion of the course(s), the Board will reimburse the teacher for tuition and required fees and books only.

2. The Board will reimburse the teacher only if the teacher receives prior written approval from the Director of Personnel authorizing the reimbursement of tuition fees for the specific course(s) necessary for certification.

3. The teacher will teach in the district for one year following receipt of new certification or reimburse the Board for total money expended. Reimbursement will not be required if the teacher is unable to render the required service because of death, or physical or mental disability of the teacher.

### Section 7. Assignment, Split Grade Level

Before a split grade level class(es) is (are) formed in an elementary school, the principal will consult with the teachers involved and solicit alternative solutions.

A principal will consider other staff members for assignment to a split grade level class before assigning the class to a teacher who had a split-level class the previous year.

### Section 8. Non-Renewed Teacher Consideration

Teachers non-renewed due to budgetary concerns will be placed on an applicant list by current school and certification. As positions become available, teachers on this list will be given priority (interview) consideration in their area of certification, before the hiring of certified personnel from outside the district. The length of service in the district will be considered. However, it will not be the sole criteria for rehiring. Other factors such as minority representation to provide racial and ethnic balance within a school will be included. All reasonable efforts will be made to place a teacher at the same school to which he was assigned the previous school year. Should no vacancies exist in an area for which the teacher

## ARTICLE XII. ASSIGNMENTS/REASSIGNMENTS (Cont.)

is certified, he may be offered placement in an area closely related to his area of certification. Any teacher not rehired by the beginning of the school year will remain on the list until the end of the year. If a teacher rejects placement, the Board will have no further obligation to extend this right to other vacancies.

The Board and the Association will work together to develop and implement an out-placement program for any teacher who was non-renewed under this section.

### Section 9. Temporary Appointment

Replacement of personnel taking leaves of absence for one (1) year or less will normally be done by temporary appointment. Personnel employed under temporary appointment will be made aware of the temporary nature of their appointment prior to their acceptance of the position.

### Section 10. Return from Principal Internship

A teacher returning to the classroom from the principal internship program will be given a teaching position, if desired, in the school to which he was previously assigned if a vacancy exists for which the teacher is certified. If no vacancy exists, he will be assigned to a comparable position within the district.

### Section 11. Induction Program

Except as specified elsewhere in this agreement, a beginning teacher in the Board-approved Induction Program is entitled to the same rights afforded any first year teacher.

Selection of peer teachers is an administrative responsibility. A teacher interested in becoming a peer teacher should notify the appropriate administrator. No teacher will be required to be a peer teacher.

Prior to accepting a position as a peer teacher, a teacher will be provided with a written description of the role of the peer teacher which will include, but not be limited to, responsibilities, available released time, inservice requirements, an approximation of the time required, and the supplement to be paid.

Peer teachers will make classroom observations as specified in the Board approved program. Assessing and recommending certification or continued employment of beginning teachers is an administrative responsibility.

## ARTICLE XIII. TEACHER APPRAISAL

### Section 1. Administrative Responsibility

(a) Appraisal of a teacher's performance is an administrative responsibility. Written appraisal will include, as applicable, a statement of areas of strength and areas needing improvement, a statement of improvement desired, specific recommendations of how to attain such improvement, a time line and plan for improved performance, and what consequences, if any, may occur if improvements are not achieved.

### ARTICLE XIII. TEACHER APPRAISAL (Cont.)

(b) Prior to checking no on "This employee consistently meets and/or exceeds the District expected level of competency" on a teacher's final annual appraisal and/or Collaborative Professional Development Model (See Appendixes B, C, D, E, F, G, and H), the principal or appropriate supervisor will inform the teacher in writing or orally in a conference of possible concerns and, if appropriate, the specific manner in which these concerns can be corrected.

(c) If a teacher is assigned classroom duties outside the scope of his certification, appraisal of such a teacher will reflect that assignment and the appraiser will take into account lack of training in the area of assignment. When a teacher is assigned outside the scope of his certification, the appraisal will not reflect negatively upon performance in the subject matter for which the teacher is not certified.

#### Section 2. Procedures

(a) Teachers will be informed of the appraisal procedures and criteria for appraisal during pre-planning. Except as modified in this agreement, a teacher in the Induction Program will be assessed as required by the Board approved Induction Program.

(b) All other teachers on a probationary status contract employed for the first time or under appraisal schedule "A" or "B" will have a conference with the principal or his designee within eight weeks from the first day of employment. This conference will be to familiarize the teacher with the general performance expectations of the principal and procedures for professional development. Conferences with teachers who are on appraisal schedule "C" will be scheduled as needed.

(c) Teachers hired after the beginning of the instructional year will normally have a minimum of six weeks before a formal appraisal is made. Normally the initial planning conference will occur no less than ten days prior to the first formal observation. The number of appraisals made on such a teacher may be adjusted to reasonably conform with the length of time the teacher is employed.

#### Section 3. Forms

(a) The philosophy of teacher appraisal and professional development and the form for teacher observation and appraisal are included for informational purposes as an appendix to this contract. These items will not be altered for the term of this agreement except by mutual agreement of the parties.

(b) Observation and appraisal reports for classroom teachers, media specialists, counselors, BRTs, teachers on special assignment, school psychologists, occupational specialists, and deans will be on the Alachua County forms.

(c) The parties recognize that teachers in certain positions may have duties which are not appropriately appraised using the general observation and appraisal forms. Job specific appraisal forms for such positions may be developed after consultation with the teachers involved. Prior to implementation of the appraisal forms, the Association shall have an opportunity to review the forms and to recommend changes. Time frames for appraisal shall not be changed for job specific appraisals.

(d) Self-appraisal is voluntary. A teacher may include a self-appraisal form as part of his personnel file.

## ARTICLE XIII. TEACHER APPRAISAL (Cont.)

### Section 4. Timelines

Appraisal schedules for teachers will be determined by these criteria:

PLAN A Teachers on annual contract who met or exceeded the district expected level of competency on their most recent appraisal form.

PLAN B Teachers who did not meet or exceed district expected levels of competency on their most recent appraisal form.

PLAN C Teachers on professional service or continuing contract who met or exceeded the district expected level of competency on their most recent Alachua County appraisal form.

Teachers will be observed and appraised as specified below:

(a) Teachers in the Induction Program will be observed and appraised as set forth in the approved Induction Program.

(b) Teachers on appraisal schedule A will be observed at least once each semester for a total of not less than 60 minutes. The first observation visit will occur prior to November 1. A second semester observation visit will occur not later than March 31.

(c) Teachers on appraisal schedule B will be observed not less than twice in the first semester and at least once in the second semester for a total of not less than 60 minutes. The first observation visit in the first semester will occur prior to October 15. An observation visit will occur in the second semester prior to March 15.

(d) Teachers on appraisal schedule C will be observed not less than twice each year, once in the first semester and once in the second semester, prior to May 1, for a total of not less than forty (40) minutes. Final appraisal for the Observation Model will be completed by May 15.

(e) Final appraisal for the Collaborative Model will be completed by the last day of post planning.

Upon agreement by the principal and the teacher, a teacher on schedule A or C may be appraised in the manner described above or, the principal and teacher will jointly develop a professional development plan of goals for the teacher, including the manner in which an appraisal of the goals reached shall be made. October 1 is the deadline for teacher-principal agreement on participation in a Collaborative Professional Development Model (CPDM). The end of the first nine weeks of the school year is the deadline for the plan to be in place. At any time, the principal and teacher may mutually agree to a return to the regular schedule of observation/ appraisal. The criteria for the Professional Development Plan is established by state statute.

An initial planning conference will be held with each teacher at least ten (10) days prior to the initial observation visit each year. The conference will be to review appraisal criteria and the expectations of both the administrator and the teacher.

The conference to discuss the deficiencies, commendations noted in the observation visit and plans for necessary improvement will be held as soon as practical following the

## ARTICLE XIII. TEACHER APPRAISAL (Cont.)

visits. In no case shall the appraisal conference occur later than ten (10) days after the observation visit deadlines.

Additional conferences will be held as necessary to provide positive reinforcement and/or constructive criticism related to the teacher's performance.

The intent of completing the appraisal process as early in the year as practical for annual contract teachers and those teachers with noted deficiencies or those who did not meet or exceed the district level of competency on their most recent appraisal is to provide the opportunity for growth and improvement to occur prior to the final appraisal. After the initial appraisal is completed, a plan for improvement in specific areas is to be completed and discussed with the teacher. This procedure provides both the teacher and the administrator with a set of objectives and expectations for the given year.

It is strongly recommended that the appropriate administrator complete an observation at any time an area of weakness is recognized or believed to exist.

### Section 5. Observation

Observation of teachers for purposes of appraisal may be both formal and informal, but no appraiser will attempt to conceal an observation from the teacher, whether formal or informal. The school intercom system will not be utilized for teacher appraisal purposes. Teachers will receive a written report of formal appraisals.

### Section 6. Alternative Appraisal, Video Tape

A teacher and an appraiser may mutually agree to participate in an alternative developmental appraisal process, which would involve self-observation through the use of videotaped classroom performance. The following conditions will apply:

(a) The teacher may tape his performance as frequently as desired.

(b) The teacher may select a tape and submit it to his appraiser. The selected tape must comply with the time requirements as specified in other sections of Article XIII.

(c) The appraiser will view this tape as a regular classroom observation.

(d) The observation and appraisal forms will be completed by the appraiser and the appraiser will then discuss the evaluation/appraisal with the teacher.

(e) For teachers on plan C, this videotape may substitute for a required observation.

(f) For teachers on plan B, this videotaped observation may replace one of the two observations in the first semester and may serve as an additional observation in the second semester.

(g) For teachers on plan A, this videotaped observation may serve as an additional observation.

(h) This procedure may be implemented when the technology and equipment are available at the school to which the teacher is assigned.

## ARTICLE XIII. TEACHER APPRAISAL (Cont.)

(i) The provisions of this section in no way limit the number of observations which may be made by an appraiser.

(j) At the conclusion of the process, tapes will be erased or may be purchased by the teacher at cost.

### Section 7. Induction Program

A teacher new to the profession will be appraised in accordance with the mutually agreed upon Induction Program requirements.

### Section 8. Disagreement

(a) Disputes that arise at the beginning of the appraisal process and cannot be settled collaboratively between the teacher and Administrator will be referred to the Superintendent or designee. The decision of the Superintendent or designee will be binding.

(b) The teacher and the appraiser will meet to discuss the appraiser's appraisal of the teacher according to the timelines in Article XIII, Section 4. In the event a teacher disagrees with the appraisal, he may schedule an additional conference with the appraiser within ten days to further discuss the appraisal. The appraiser and the teacher will sign the appraisal form before it is placed in the teacher's permanent personnel file in the Personnel Office. Such signature by the teacher will indicate only that the teacher has read the appraisal and does not necessarily indicate agreement with its contents. A copy of the completed appraisal will be provided to the teacher at or before the time he is to sign the form. Teachers will not be requested to sign incomplete appraisal forms, provided they call the incomplete portion to the attention of the administrator during the appraisal conference.

(c) The teacher will also have the opportunity to provide additional material and/or refute in writing any items within 30 calendar days of receiving the appraisal. Any additional material or refutation will be attached to the appraisal retained by the principal and to the copy placed in the teacher's permanent personnel file.

(d) If the appraiser and teacher are in major disagreement over an appraisal report, the teacher may request that an additional observation and appraisal be done. The teacher may select the additional observer, who will be a supervisor or other administrator. With the requested observer's consent, such requests will be honored.

### Section 9. Deficiencies, Inservice

If deficiencies have been noted to a teacher, a principal may recommend that the teacher participate in a specific inservice component and may require that attendance within the workday. Should it become impossible to schedule the required inservice during the normal workday, the teacher will be provided the opportunity to attend the specific inservice training after the normal workday, however the teacher shall receive a stipend equal to his hourly rate of pay for every hour of required attendance beyond the normal workday.

Principals may also require group teacher participation during the workday in inservice components to meet the needs of the school or district, such as for implementation of a new program or for curriculum or school improvements. Should such group inservice be required, the principal will discuss the needs with

## ARTICLE XIII. TEACHER APPRAISAL (Cont.)

the staff and will give advance notice of such inservice. Teacher Center inservice programs are available to teachers without cost.

Teachers will be provided training on the criteria and procedures for using the CPDM.

### Section 10. ATAP

The parties agree to continue the Alachua Teacher Assistance Program (A-TAP) as a jointly sponsored program for peer assistance. The A-TAP Program is included as Appendix K of this agreement.

### Section 11. Resignation/Leave

If a teacher resigns or takes a leave of absence, the principal will normally hold a formal appraisal conference at least one week prior to the effective date of the leave or resignation.

### Section 12. Appraiser-Teacher Changes

If teacher or administrative changes occur during the school year which result in appraiser-teacher changes, teachers involved will be apprised of the new appraiser's appraisal procedures and criteria for appraisal as soon as practical.

### Section 13. Principal Intern

A principal intern may be required, as part of his training, to observe and appraise teachers. Teacher participation will be voluntary. Should the appraised teacher disagree with the appraisal, the teacher may request that the intern's appraisal not be placed in his personnel file or that an appraisal by the principal be made and attached to the original appraisal made by the intern. Such requests will be honored. All participants will work together to make this a positive learning experience for the intern.

### Section 14. Appraisal Committee

(a) The Association and the Superintendent agree to form a Teacher Appraisal Committee. The committee shall be composed of five teachers, appointed by the Association, and five administrators, appointed by the Superintendent. The committee shall elect one of its members to serve as chairperson.

(b) The committee will be charged with an annual review of the current collective bargaining agreement language with respect to teacher appraisal, current observation and appraisal forms and will make any recommendations as needed.

### Section 15.

Teacher Appraisal shall be conducted in accordance with Florida Statute § 1012.34 and other applicable laws and state regulations.



## ARTICLE XIV. TEACHER-INSTRUCTIONAL AIDE RELATION

### Section 1.

Instructional aides may be employed to assist teachers.

### Section 2.

Teachers who are assigned an instructional aide may be involved in the interviewing of an applicant for the position, and may be expected to assist in orienting the aide and in training him in performance of instructional-related activities. Teachers who become aware of instructional-related deficiencies in assigned aides will report such deficiencies to the principal. A principal will investigate and take such action as is deemed necessary to correct the situation. The principal will report to the referring teacher any action taken.

### Section 3.

Aides may be used to temporarily supervise students in the absence of a teacher if the principal or his designee approves their use.

### Section 4.

Teacher aides will be under the direct supervision of a certified teacher and will not be responsible for permanent teaching responsibilities.

## ARTICLE XV. PROFESSIONAL DEVELOPMENT (CREATE) COUNCIL

### Section 1. Membership

The Association will provide the Board with a list of teachers and career service personnel qualified to serve on the Professional Development (CREATE) Council, from which the Board will appoint teacher and career service council members. The initial list will be given to the Board by the Association no later than July 20 of each year so appointments can be made by the Board on or before September 1. If vacancies occur, the Association will submit names(s) to fill the vacancy(ies).

### Section 2. Terms of Office

The term of office of each Council member will be not more than three years.

### Section 3. Responsibilities

The Professional Development (CREATE) Council will plan and make recommendations to the Board regarding inservice programs of the district, based on the expressed needs of teachers and career service personnel. The recommendations will also include consideration of available funding.

## ARTICLE XVI. TEACHER AUTHORITY AND STUDENT DISCIPLINE

### Section 1. Policies and Procedures

(a) Board-adopted policies and procedures concerning student discipline will be provided to each teacher. Prior to additions, deletions, or other changes to the procedures becoming effective, reasonable efforts will be made to provide each teacher with a copy of such changes.

## ARTICLE XVI. TEACHER AUTHORITY AND STUDENT DISCIPLINE (Cont.)

(b) Local application of these policies and procedures will be developed by the principal and the Building Level Discipline Committee or School Concerns Committee, but the principal will retain final responsibility in matters of student discipline, subject to Board direction. The Building Level Discipline Committee membership will be composed of volunteers.

(c) The principal and the Building Level Discipline Committee or School Concerns Committee at each school will develop a written program of student discipline. The implementation of the written program is the responsibility of the principal.

(d) A committee of five teachers, appointed by the Association, will annually review the Code of Student Conduct and make recommendations for changes to the Superintendent or his designee. The recommendations, if any, shall be made by February 1st of each school year.

### Section 2. Grossly Disruptive Student

(a) Appropriate action will be taken to remove or to make special provisions for a grossly disruptive student. Grossly disruptive behavior will include: assault on staff or students, threat(s) of violence, willful disregard of a teacher's directions, malicious vandalism, possession of weapons of any type, continuing use of profane language or obscene gestures, and instigation of violence or mass disobedience to legitimate directions.

(b) When a teacher sends a grossly disruptive student to the office, the principal or his representative will provide oral and/or written feedback to the teacher with regard to present and/or future action concerning the student's behavior. The teacher may request a conference with the principal or his representative and the student's parent(s)/guardian(s) prior to the student being returned to his classroom. A grossly disruptive student will not normally be returned to the classroom where he exhibited the grossly disruptive behavior until the teacher has received the feedback.

(c) A teacher may remove a student from his class:

1. Who has been documented by the teacher to repeatedly interfere with the teacher's ability to effectively communicate with the students in the class or with the ability of the student's classmates to learn.

2. Or whose behavior the teacher determines is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to effectively communicate with other students in the class or with the ability of the student's classmates to learn.

The principal may not return a student who has been removed by a teacher from the teacher's class without the teacher's consent, unless the Placement Review Committee established herein determines that such placement is the best or only available alternative. The teacher and Placement Review Committee must render decisions within five (5) days of the removal of the student from the classroom.

## ARTICLE XVI. TEACHER AUTHORITY AND STUDENT DISCIPLINE (Cont.)

(d) Each school shall establish a Placement Review Committee(s) to determine if a student is to be returned to a teacher's class after that student has been removed by the teacher and the teacher has withheld consent for that student to be returned to the teacher's class.

Committee membership shall include the following:

1. Two (2) teachers, one (1) selected by the instructional staff of the school and one (1) selected by the teacher who has removed the student.
2. One (1) member of the school staff selected by the principal.
3. One (1) teacher selected by the instructional staff of the school to serve as an alternate member of the committee.

A teacher, who removed a student from his class and who has withheld consent for the return of that student to his class, shall not serve on the committee when the committee makes its decision regarding the return of the student.

If the Placement Review Committee's decision is contrary to the decision of the teacher to withhold consent to the return of the removed student to the teacher's class, the teacher may appeal the committee's decision to the Superintendent or designee.

The Placement Review Committee(s) will be selected during pre-school planning. Each school's faculty shall also determine the following during pre-school planning:

1. The number of Placement Review Committees needed at each school.
2. The terms of office of the members of the Placement Review Committee(s).
3. The method the instructional staff will use in the selection of the Placement Review committee(s) members.
4. The appropriate form a teacher is to use to document the behavior which resulted in the teacher having the student removed from his classroom.

(e) Any teacher who removes 25 percent of his total class enrollment shall be required to complete professional development to improve classroom management skills. Any required training under this provision shall be free of cost to the teacher and shall normally occur during the normal workday. If the required training cannot occur during the normal workday the teacher may attend the specific training after the normal workday, however the teacher will receive a stipend equal to his hourly rate of pay for every hour or fraction of an hour of required attendance beyond the normal workday.

### Section 3. Recommendation for Discipline

The principal or his designee shall consider the recommendation for discipline made by a teacher, when the recommended consequence is consistent with the Code of Student Conduct. The principal shall respond by employing the teacher's recommended consequence or a more serious disciplinary action if the student's history of disruptive behavior warrants it. If the

## ARTICLE XVI. TEACHER AUTHORITY AND STUDENT DISCIPLINE (Cont.)

principal determines that a lesser disciplinary action is appropriate, the principal should consult with the teacher prior to taking disciplinary action.

### Section 4. False Accusations Against a Teacher

A principal will make a recommendation for expulsion or reassignment to a second chance school for any student found to have intentionally made false accusations that jeopardize the professional reputation, employment or professional certification of a teacher or member of the school staff, according to the school district Code of Student Conduct.

### Section 5. Immediate Assistance

A teacher may request and receive immediate assistance in classroom management if a student become uncontrollable or in case of emergency.

### Section 6. Notification

(a) A teacher may send a student to the office if the student is involved in a disturbance in the classroom. The teacher will notify the office immediately when a student is sent.

(b) When a teacher sends a student to the office for discipline, the teacher will be notified, according to the school's written program of student discipline, of the action taken. Notification will normally occur within twenty-four hours.

(c) When disciplinary action is taken against a student, the student's advisor will normally receive prompt notification of such action.

### Section 7. Personal Defense

When a teacher has reason to believe that he may suffer actual physical injury, the teacher may take appropriate action in defense of his person.

### Section 8. Exclusion

(a) At the request of a teacher, the principal or his representative may authorize the exclusion of a student from school activities or field trips at which less strict student supervision is expected. The request will not normally be denied.

(b) When, in his professional judgment, it is necessary to exclude a student from class for reasons of health and/or safety, the teacher will make the recommendations to the principal. Such recommendations will not be unreasonably denied. This section will not be used to exclude disruptive students.

### Section 9. Damage, Personal Property

When, as a result of a physical altercation in the performance of his normal duties, damage is incurred to a teacher's personal property, such damage shall be reimbursed by the Board. Notification of such damage shall be made in writing within 24 hours to the Principal.

## ARTICLE XVII. MISCELLANEOUS

### Student Intern

Student teaching assignments including the assignment of students in the University of Florida Pro-teach or similar programs will be made on a voluntary basis. A minimum of three years of teaching experience will normally be required before a teacher may supervise a student teacher/participant. Principals will consider teacher requests for student teachers/participants prior to the placement of student teachers/participants. A teacher will not be assigned a student teacher/participant without his prior knowledge and consent. Teachers accepting interns must have completed state required clinical educator training prior to being assigned an intern.

## ARTICLE XVIII. COMPENSATION

### Section 1. Insurance, Health/Life

(a) The parties agree that for the life of this contract employee health and life insurance coverage will not be reduced and that the Board will continue to pay the employee portion of the premium for each eligible teacher. Any future increase in the cost of insurance will be paid by the Board from funds that might otherwise be available for salaries and other benefits and will be considered a part of the overall compensation package.

(b) Consistent with state law, teachers who retire from the system and their eligible dependents can maintain the group health and life insurance at the individual's expense. Teachers on approved leave will also be afforded this opportunity.

### Section 2. Cafeteria Plan

The Board agrees to offer a benefits plan commonly referred to as a "cafeteria plan." The amount of the Board contribution, if any, shall be subject to negotiation.

### Section 3. Insurance Committee

There will be an insurance committee to evaluate available coverage and make recommendations to the Board, including any bid specifications which may be needed. Upon request of the Board, the committee may also serve in a liaison capacity with the insurance carrier(s) and the Insurance Risk Management Department on matters of concern to teachers and other staff. The committee will be composed of four teachers selected by the Association, two noninstructional representatives, one Career Service employee selected by the Association and one Professional/Technical employee selected by the Board, the Board's Risk Manager, and two administrators appointed annually by the Superintendent.

In view of the rapid changes taking place in the insurance markets today, the insurance committee, in addition to the duties and responsibilities described above, will on an annual basis, before health provider contract renewal, review the coverages in place and discuss the adequacy of same. Should changes that would be advantageous to the group become available during the course of the year, the committee will endeavor to incorporate these changes into the plan. In addition, the committee will develop a long-term plan that will consider issues of cost, availability and feasibility, as well as innovative and creative

## ARTICLE XVIII. COMPENSATION (Cont.)

ideas. Any recommended changes to the plans will be accompanied by a cost analysis report that will look at long-term consequences of making such a change. Thereafter, a recommendation shall be forwarded to the Board.

The administration will be responsible for the initial investigating of claims problems experienced by employees.

Should the problem not be resolved to the employee's satisfaction, the employee may request the assistance of the committee in resolving the claim.

Terms of office:

(a) The Risk Manager will be a permanent member of the committee.

(b) Two teachers will be appointed for one year and two teachers will be appointed for two years; one noninstructional representative will be appointed for one year and one noninstructional representative will be appointed for two years; one administrator will be appointed for one year and one administrator will be appointed for two years.

(c) Their successors shall be appointed for terms of two years.

(d) Anyone filling an unexpired term will be appointed for the duration of the term.

### Section 4. Hourly Rates, EY/Adult Ed

Hourly salaries/rates for teachers in extended school year, continuous progress and/or adult education will not be less than the teacher's hourly rate of pay for the just completed school year if the program generates full-time equivalent student funding.

### Section 5. Mileage

A teacher will be paid mileage for use of a personal vehicle when assigned school or school-related activities as follows:

(a) District-wide program reviews;

(b) School duties assigned by the principal other than those for which a teacher is supplemented and other than those specified in accordance with Article VI, Section 2;

(c) Required meetings or workshops;

(d) Additional mileage from base school when a teacher is assigned to more than one school per day.

### Section 6. Parking Fees

The Board agrees to reimburse teachers who are, as part of their teaching assignment, required to pay parking fees such as at Shands Teaching Hospital. When teachers are assigned to a work location without free parking within a reasonable distance, such as Shands Teaching Hospital, the Board will reimburse the teacher for the actual cost of parking or for an appropriate parking decal. Teachers will discuss the cost of the decal with their immediate supervisor prior to purchasing the decal.

### Section 7. Terminal Pay

## ARTICLE XVIII. COMPENSATION (Cont.)

For purposes of terminal pay for accrued sick leave and accrued vacation pay paid at retirement, or upon death of the employee, the daily rate of pay will be computed by dividing the total salary, excluding supplements, by the number of days the teacher must be on the job to earn the annual salary for the year.

(a) Terminal pay for accumulated sick leave will be granted to a teacher at normal retirement or to his beneficiary if service is terminated by death. Such terminal pay will be determined as described below:

1. During the first three years of service in Florida, the daily rate of pay multiplied by 35% times the number of days of accumulated sick leave;

2. During the next three years of service in Florida, the daily rate of pay multiplied by 40% times the number of days of accumulated sick leave;

3. During the next three years of service in Florida, the daily rate of pay multiplied by 45% times the number of days of accumulated sick leave;

4. During and after the tenth year of service in Florida, the daily rate of pay multiplied by 50% times the number of days of accumulated sick leave.

5. During and after the thirteenth (13th) year of service in Florida, the daily rate of pay will be multiplied by the total number of days of accumulated sick leave.

(b) For purposes of terminal pay for accrued sick leave and accrued vacation pay paid at retirement, or upon death of the teacher, the daily rate of pay until June 30, 1994, will be computed by dividing the total salary, including degree supplements, by the number of days the teacher must be on the job to earn the annual salary for the year.

(c) Rates for payouts for leave accrued after February 1, 1996, shall be calculated by dividing the employee's annual salary by 196 days or 252 days depending upon whether the employee's contract is for ten (10) or twelve (12) months. Use of accrued leave shall be on a "last-in, first-out" basis.

(d) For employees hired on or after July 1, 1995, terminal pay for accrued vacation leave may not exceed a maximum of 60 days of actual payment.

### Section 8. Advanced Degree

All adjustments to salary as a result of the receipt of an advanced degree will be made within one month after satisfactory verification of the degree. Payment may be retroactive during the current year to date the degree was awarded. Teachers applying for adjustments will be responsible for providing appropriate documentation to the Board.

### Section 9. Normal Contract Year

The normal teacher contract year will be for 196 days which will include 180 student contact days. Six of the 196 days will be paid holidays. The paid holidays will be Labor Day, Thanksgiving Day, Christmas Day, Martin Luther King's Birthday, President's Day, and Memorial Day. Should a paid holiday fall on

## ARTICLE XVIII. COMPENSATION (Cont.)

a weekend, those that fall on Saturday will be celebrated on the preceding Friday, those that fall on Sunday will be celebrated on the following Monday.

A teacher must be regularly employed at the close of the payroll period during which these holidays would fall to be eligible to receive these paid holidays.

This section will not be interpreted as foreclosing stipends for participation in workshops which fall on days designated as holidays.

### Section 10. Early Retirement

The parties agree to continue the existing early retirement plan based on a minimum age of 55 years. To be eligible for early retirement, the five years immediately preceding retirement must be as an employee of the School Board of Alachua County. Board approved leave may be included as part of the five year requirement. Beginning with the 1989-90 school year, teachers on Plan E of the Teacher Retirement System will become eligible for early retirement under this section.

### Section 11. Pay Options

(a) Teachers will have the option of receiving salary and supplement payments in 20 or 24 equal installments effective July 1, 2001.

(b) Teachers will be provided the opportunity for direct deposit of regular payroll checks.

### Section 12. Payroll Deductions

(a) Upon written authorization from a teacher, the Board will provide up to two payroll deduction positions on teacher payroll checks for economic services programs sponsored by the Association. One of these is for ACEA dues. The Association will hold the Board harmless in any matter dealing with such deductions and will, upon request, provide to the Board information concerning the economic services programs.

(b) Teachers will be provided the opportunity for concurrent participation in more than one tax deferred annuity program.

### Section 13. Supplements

(a) The parties agree that teachers receiving supplements for additional duties shall be paid according to the schedule attached as Appendix A of this contract.

(b) Supplements are paid in recognition of required duties beyond the normal teacher day.

(c) Teachers receiving a supplement(s) will be provided a copy of the form recommending supplement(s) which will include the amount(s) to be paid and an outline of responsibilities. The Principal will provide the teacher a copy of the supplement recommendation and an outline of job responsibilities as soon as practical. Should a teacher resign or otherwise be unable to complete the duties for which he received a supplement(s), the salary supplement(s) will be prorated on an equitable basis. If disagreement arises over the proration which cannot be resolved and the teacher requests a review, a tripartite review panel consisting of one person each chosen by the parties and a third person receiving similar supplement(s) chosen by the



## ARTICLE XVIII. COMPENSATION (Cont.)

representatives of the parties, will review the matter and determine an equitable resolution for proration which will be binding on the parties.

(d) Supplements for extra duty will be paid in equal installments over the time the supplemented activity occurs or in a lump sum at the conclusion of the activity, at the request of the teacher.

(e) Qualified applicants from a given school faculty will receive first consideration for supplemented positions available at the school. Qualified district employees who volunteer will be considered prior to accepting individuals from outside the school system.

### Section 14. Year of Experience, Halftime Teacher

Commencing with the 1990-91 school year, teachers who are appointed for two consecutive years at .50 will have earned one year of experience for salary purposes.

### Section 15. Personal Leave Buy Back

Any teacher who

(a) uses no more than seven (7) days combined sick leave/personal leave in a year, of which no more than three (3) days may be personal leave, in one school year may elect to be compensated for up to two (2) personal leave days at 80% of the teacher's daily rate of pay; or

(b) uses no more than five (5) days combined sick leave/personal leave in a year, of which no more than two(2) days may be personal leave, in one school year may elect to be compensated for up to four (4) personal leave days at 80% of the teacher's daily rate of pay.

Such compensated for days will be deducted from the teacher's sick leave accrual. The Board will buy a maximum of four (4) days each year. To qualify, the teacher must submit such a request in writing no later than May 1. Contribution to the Sick Leave Bank will not be included for purposes of this section. This section applies only to regular work year, excluding extended school year.

### Section 16. Overpayment/Underpayment

(a) It is the intent of the Board that all teachers' payroll check stubs accurately reflect the correct information. Should a teacher receive an overpayment or underpayment, the Board will notify the teacher immediately, in writing, of such overpayment or underpayment; should a teacher discover an overpayment or underpayment, the teacher will notify the Board, in writing. The Board shall respond to such notice within five workdays.

(b) In all instances of overpayment, the Board will work with the teacher to develop a reasonable schedule of repayment. Underpayments will be reimbursed to the teacher no later than the next regular paycheck.

## ARTICLE XVIII. COMPENSATION (Cont.)

### Section 17. Sick Leave Estimate

Teachers will receive an estimate of accumulated sick leave each month. The estimate will appear on or accompany a teacher's salary check.

### Section 18. Employment Beyond Regular School Year

Teachers may, at the discretion of the appropriate supervisor, be offered employment opportunities beyond the regular school year, not addressed elsewhere in this contract.

### Section 19. Extra Period

When a principal determines that an additional teaching period(s) is needed in a specific course offering or the duties of another regular position are needed during an additional period, the principal will post the position and request volunteers. Should no in-field teacher volunteer, the principal may appoint an out-of-field qualified volunteer. Among the factors to be considered in the selection of teachers for such an assignment shall be the following:

- (a) areas of certification;
- (b) prior teaching assignments;
- (c) supplemental positions held;
- (d) teacher's most recent evaluation;
- (e) prior additional teaching period assignments.

A full-time teacher who is selected to teach an additional period(s) or who is assigned the duties of another regular position during an additional period will receive his regular salary plus a supplement of one divided by the number of periods normally taught by full-time teachers at that school. The percentage derived will be multiplied times his daily rate of pay for the additional period. No teacher will be assigned more than one extra period under this paragraph.

### Section 20. Camp Crystal

A teacher who takes students on a school-sponsored trip to Camp Crystal which requires the teacher to be away from home overnight will receive his meals at Camp Crystal at no cost to him. Participation in a school-sponsored trip to Camp Crystal, which requires the teacher to be away from home overnight, is voluntary. A teacher who is responsible for primary care of another individual after normal work hours will be able to leave Camp Crystal at the end of his normal workday. Neither teaching assignments nor appraisals will be adversely affected by a teacher's non-participation in overnight trips to Camp Crystal.

### Section 21. Principal Intern

A teacher in the principal internship program will be paid on the teacher salary schedule. A teacher's salary will not be less than his current salary including supplements.

### Section 22. Fingerprinting Costs

Any fingerprinting and/or criminal background check of any currently employed teacher required as the result of changes in Florida or Federal Statutes shall be provided free of cost to the teacher by the School Board.

## ARTICLE XIX. SCHOOL IMPROVEMENT

### Section 1. Membership

Teacher members on the School Advisory Councils will be chosen by the teachers in an election conducted by the Association's Faculty Representatives. CSP members on the School Advisory Councils will be chosen by the CSPs in an election conducted by the Association's Worksite Representatives. The election and nominations may occur during an announced meeting of all eligible staff members at each school or in separate announced meetings of teachers and CSPs. The parties recognize that this election process may vary if agreed upon by the principal and Association Faculty Representatives. Attendance at this meeting(s) shall be limited to staff members eligible for membership in their respective bargaining units. The principal or his designee will be involved in counting of the ballots. Nothing contained herein shall prevent the principal from reviewing SAC composition needs and procedures with the staff prior to balloting.

### Section 2. Input

Teachers and CSPs at a school site will be provided an opportunity for input into the School Improvement Plan prior to the plan being submitted to the Board. It is the responsibility of their elected representatives on the Council to provide for such input.

### Section 3. Copies

An opportunity to review the draft of the School Improvement Plan shall be provided to staff prior to its submission to the district for review. The staff will be provided access to copies of the School Improvement Plan prior to its submission to the Board.

### Section 4 Waivers

Any request for a waiver of provisions of the Collective Bargaining Agreement between the Association and the Board shall be submitted in writing to the Superintendent or his designee and the President of the Association for disposition on or before February 15. Such a request must be part of a School Improvement Plan. The request must also be approved by the faculty and the SAC prior to February 1 and must be mutually agreed upon by the Association's Executive Board and the School Board on or before March 15 for the waiver to be granted. Failure to act by either party shall be considered an approval. Approved waivers may be effective for one (1) year or for more than one year or for less than one year. If circumstances occur which would cause a need to change multi-year waivers, times may be shortened if notice is given within the time frames specified above and the appropriate procedures outlined above are followed.

Any request for a waiver of Department of Education Rules which directly impact terms and conditions of employment must be mutually agreed upon by the Association's Executive Board and the School Board for the waiver request to be further pursued. If the Association does not respond within ten (10) workdays, it may be assumed to have accepted the request for a waiver of the above Department of Education Rules.

## ARTICLE XIX. SCHOOL IMPROVEMENT (Cont.)

### Section 5. Training

The Board will offer the necessary training to assist each School Advisory Council in preparing the School Improvement Plan.

### Section 6. Release Time

The Board will provide release time for the employee members of the School Advisory Councils to attend SAC meetings and training sessions. Employee members of the School Advisory Councils shall not be required to attend SAC meetings beyond their normal workday.

### Section 7. Incentive Plan

Prior to the Board implementing an incentive plan a committee, of five (5) teachers chosen by the Association, five (5) administrators chosen by the Superintendent, and five (5) persons chosen by the Board, will meet and develop recommendations for the incentive plan. The Board and the Executive Board of the Association must jointly approve any incentive plan which directly impacts the terms and conditions of employment prior to its implementation.

## TEACHER SALARY SCHEDULE

2003-2004

Years of Experience	Step	Bachelors	Masters	Specialist	Doctorate
00	0	27,200	28,800	30,000	31,000
01	1	27,500	29,100	30,300	31,500
02	2	27,800	29,400	30,600	32,000
03	3	28,100	29,700	31,000	32,500
04	4	28,450	30,050	31,400	33,000
05	5	28,800	30,400	31,900	33,500
06	6	29,150	30,750	32,400	34,100
07	7	29,550	31,225	32,950	34,700
08	8	29,950	31,700	33,500	35,300
09	9	30,350	32,200	34,050	35,900
10	10	30,800	32,700	34,600	36,500
11	11	31,250	33,275	35,150	37,100
12	12	31,700	33,850	35,700	37,700
13	13	32,175	34,425	36,250	38,300
14	14	32,725	35,000	36,800	38,900
15	15	33,275	35,575	37,375	39,500
16	16	33,825	36,150	37,950	40,100
17	17	34,375	36,725	38,525	40,700
18	18	34,925	37,300	39,100	41,300
19	19	35,475	37,900	39,675	41,900
20	20	36,025	38,500	40,250	42,500
21	21	36,575	39,100	40,825	43,100
22	22	<b>37,125</b>	<b>39,700</b>	41,400	43,700
23	23	37,675	40,300	41,975	44,300
24	24	38,225	40,900	42,550	44,900
25	25	38,775	41,700	43,350	46,100
26	26	39,325	42,700	44,350	47,300
27	27	40,000	43,700	45,350	48,800
28	28	40,700	44,700	47,350	50,300
29	29	45,120	49,200	52,300	55,700

RAISES FOR 2003-2004:

1. Retroactive payment is for 83 days from the end of the current academic year, making the effective date of the salary schedule February 4, 2004.
2. In order to be eligible for retroactive pay, instructional personnel must be employed at the time of ratification.
3. Instructional personnel currently on step 27 of the Specialist Schedule will receive an additional \$400 one-time payment.
4. Instructional personnel currently on steps 11 and 12 of the Doctorate Schedule will receive an additional \$250 one-time payment.
5. Subject to final ratification by both parties, payroll adjustments shall be made as soon as administratively feasible. Retroactive pay may be made after current pay adjustments and shall be available no later than 45 days after current salaries have been adjusted and included in a payroll distribution.
6. Placement on the salary schedule shall be in accordance with 2003-2004 footnotes.

**APPENDIX A**

**SUPPLEMENT SCHEDULE  
2003-2004**

<b>ATHLETICS</b>	<b>AMOUNT</b>
Athletic Business Manager	\$1851
Athletic Director	2372
Athletic Faculty Sponsor	579
Athletic Trainer	3471
Baseball, Head	1620
Baseball, JV	925
Baseball, 9th Grade	694
Basketball, Head	2256
Basketball, Assistant	1561
Basketball, JV	1561
Basketball, 9 <sup>th</sup>	925
Basketball, 9th Grade Girls	925
Cross Country	983
Football, Head	
Fall	2314
Spring	579
Football, Offensive Coordinator	
Fall	1806
Spring	451
Football, Defensive Coordinator	
Fall	1806
Spring	451
Football, Assistant and 9th Grade	
Fall	1574
Spring	393
Football, Head JV	
Fall	1806
Spring	451
Golf	1042
Intramurals	579
Soccer	1331
Soccer, Assistant Varsity (HS)	810
Soccer, JV	810
Softball	1620
Softball, JV	925
Softball, 9th Grade Girls	694
Swimming	1215
Tennis, Head	1215
Tennis, JV	694
Track, Head	1620
Track, Assistant or JV	925
Volleyball, Head	1331
Volleyball, JV	810
Volleyball, 9th Grade Girls	694
Weightlifting, Head	1331
Weightlifting, Assistant	810
Wrestling, Head	1331
Wrestling, Assistant	810
Special Olympics Coordinator	810
Special Olympics (Lanier)	521

<b>OTHER</b>	<b>AMOUNT</b>
ATAP Consulting Teacher	\$3471
Band Auxiliary Units Sponsor	521
Band (MS)	810
Band, Marching and Concert (HS)	2662
Band Director, Assistant	1968
Behavioral Resource Teacher	1620
Cheerleader Sponsor, Varsity	1620
Cheerleader Sponsor, JV	1042
Chorus Sponsor (30 students, 4 activities) (MS/HS)	925
Class Sponsor, Junior	521
Class Sponsor, Senior	521
Club Sponsor	464
Coordinator of Traffic Safety Center	1736
Curriculum Resource Teacher, Elementary	1736
Behavioral Resource Specialist/Dean Middle School, Full-Time	1620
Behavioral Resource Specialist/Dean High School, Full-Time	2025
Department Head or Title 1 Lead Teacher:	
2-4 persons	521
5-9 persons	810
10+ persons	1042
Department Chairperson, Assistant (10 or more teachers in a department required)	521
Drama Sponsor (3 productions, include 1 major)	925
Elementary Music (30 students, proration based on 6 activities)	888
Forensics Sponsor (4 activities)	925
Future Educators of America Sponsor (MS/HS)	579
Health, Safety, and Wellness Trainer	832
Industrial Arts (employed before 1975)	464
Lead Teacher, Elementary Extended School Year	405
Newspaper Sponsor	925
Peer/Mentor Teacher	810
Precollegiate Coordinator	579
Psychologist	1736
Psychologist, Lead	3471
Safety Patrol Sponsor	521
Science Fair Sponsor	464
Social Studies Fair Sponsor	464
Sports Ability Games Coordinator	289
Student Activities Director	1331
Substitute Aide and Instructional Contact Person:	
Enrollment of: 0 – 500	778
Enrollment of: 501 – 1000	832
Enrollment of: 1001 – 1499	911
Enrollment of: 1500 – 1999	1019
Enrollment of: 2000+	1126
Teacher-in-Charge, Elementary	636
Teacher Specialist/Seminar Leader	1620
Vocational Student Organizations Sponsor	925
Yearbook Sponsor (MS)	521
Yearbook Advisor (HS)	1042

Ten percent of the current supplement will be awarded to each teacher/coach for advancement to and participation in each level of competition that involves an additional week or portion thereof of continued coaching; i.e., district (football only), regional and/or sectional, and state competition in the Florida High School Activities Association playoff system. Ten percent of the current supplement will be awarded to each teacher/sponsor/advisor for advancement and participation of his sponsored organization in each level of competition above the district level; i.e., regional and/or sectional, state, national, and international.

**Appendix B**

Please see hard copy

**Alachua County Teacher Appraisal and Professional Development Plan**  
*Form No. PER 001.008*



**Appendix C**

Please see hard copy

**Achua County Appraisal and Professional Development Plan  
Teacher on Special Assignment**

*Form No. PER 001.005*

**Appendix D**

Please see hard copy

**Alachua County Media Specialist Appraisal and Professional Development Plan**  
*Form No. PER 001.011*

**Appendix E**

Please see hard copy

**Alachua County Behavioral Resource Teacher/Dean Appraisal and Professional Development Plan**  
*Form No. PER 001.010*

**Appendix F**

Please see hard copy

**Achua County Counselor-Occupational Specialist Appraisal and Professional Development Plan**  
*Form No. PER 001.007*

**Appendix G**

Please see hard copy

**Alachua County School Psychologist Appraisal and Professional Development Plan**  
*Form No. PER 001.006*

**Appendix H**

Please see hard copy

**Alachua County Collaborative Professional Development Model**  
*Form No. PER 989.011*

**Appendix I**

Please see hard copy

**Florida Department of Education  
Division of Human Resource Development**

**Florida Performance Measurement System  
Screening/Summative Observation Instrument**

## APPENDIX J

### Drug-Free Workplace Guidelines

The purpose of these guidelines is to comply with the Drug-Free Workplace Act of 1988, 34 CFR Part 85, Subpart F, which requires grantees to certify that they will maintain a drug-free workplace.

1. Employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substances and/or alcohol in the workplace. Violation of this prohibition shall result in appropriate disciplinary action up to and including termination and referral for prosecution.

2. "Workplace" is defined as the site for the performance of work done in connection with employment. This includes any place where work for SBAC is performed, including a school building or other school premise; any vehicle owned by SBAC or a vehicle used to transport students to and from school or school activities; off school property during a school-sponsored activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the SBAC.

3. A copy of the SBAC's Drug-Free Workplace policy/guidelines will be provided to employees upon implementation of these guidelines and thereafter upon initial employment. Each employee will sign a statement to indicate receipt and understanding of Drug-Free Workplace policy/guidelines and that statement will be retained in the employee's personnel file. The Drug-Free Workplace policy and guidelines may be posted at each worksite.

4. Pre-employment Drug Abuse Screening examinations shall be required to prevent hiring individuals who use drugs or individuals whose use of drugs indicates a potential for impaired or unsafe job performance or for high risk positions such as bus drivers.

5. Employees in job classifications which require an annual physical will be required to submit to a drug screening as part of the annual physical.

6. As a condition of continued employment, current employees shall submit to drug screening when reasonable suspicion exists to believe that an employee is using a substance that is impairing the employee and/or his job performance. Reasonable suspicion is:

- a. aberrant or unusual behavior observed by the employee's worksite supervisor.
- b. observed alcohol/drug use during work hours
- c. observation of physical symptoms commonly associated with substance abuse such as:

- impairment of motor functions
- slurred speech
- incoherent or irrational mental state
- drowsiness
- smell of alcohol or marijuana
- extreme weight loss
- red eyes
- running nose or sniffing
- frequent or extreme mood changes
- lack of physical coordination
- frequent absences or lateness
- unexplained absence from assigned work
- deterioration in dress and/or grooming



- deterioration in work performance
- other marked, unexplained changes in personal behavior

7. When a reasonable suspicion exists, the Director of Employee Relations shall be contacted. The employee, if a member of a bargaining unit, shall be afforded the opportunity to have ACEA representation. The employee will be provided an opportunity to explain his/her condition. The employee will be provided with information regarding available drug counseling, rehabilitation, assistance programs, and leave options. A rehabilitation contract including drug testing may be agreed upon. Failure to participate in a treatment program following a positive drug screening will result in disciplinary action, up to and including termination. Due process will be followed.

8. All testing shall be conducted by a laboratory certified by the State of Florida as a Medical and Urine Drug Testing Forensic Laboratory which complies with the Scientific and Technical Guidelines for Federal Drug Testing Programs and the Standards for Certification of Laboratories engaged in Drug Abuse and Mental Health Administration of the U.S. Department of Health and Human Services. The laboratory shall be chosen jointly by ACEA and SBAC, if the employee is a member of the bargaining unit.

9. The procedures established by the laboratory shall be followed in administering drug tests to employees.

10. Refusal to submit to drug testing when reasonable suspicions exist may result in disciplinary action up to and including termination.

11. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking assistance. Employees shall be subject to all employer rules, regulations, and job performance standards with the understanding that an employee enrolled in a rehabilitation program is receiving treatment for an illness.

12. Employees who return to work after completion of a rehabilitation program shall be subject to follow-up drug testing with twenty-four (24) hour notification. Any employee who refuses the drug test or subsequently tests positive may be disciplined up to and including termination.

13. Random testing of employees shall not be conducted except as required by state or federal law.

14. All drug testing, with the exception of employee requested tests, shall be at the expense of the School Board.

15. Drug testing results will be treated in a confidential manner. Written notification of SBAC employees who are in grant-funded positions and who are convicted of drug violations, will be made to Director, Grant and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, SW (Room 3124, GSA Regional Office Building No. 3), Washington, D.C. 20202-4571.

## APPENDIX K

### ALACHUA COUNTY TEACHER ASSISTANCE PROGRAM

Revised August 1993

It is the intent of the Alachua County Teacher Assistance Program to involve teachers in the responsibility of maintaining teaching standards at the highest level. Teachers will share the responsibility to identify teachers in need of assistance, to provide expertise and peer support in the role of Consulting Teacher, to offer professional judgment with regard to the identified teacher's performance, and to recommend further action to be taken.

The Teacher Assistance Program is composed of a variety of steps and procedures, and we recommend periodic review of the entire process to ensure its effectiveness and efficiency. What follows is a brief outline of the procedures as they now exist.

1. Administrators within the district are to be oriented to the assistance program and its operation prior to the beginning of each school year.
2. Simultaneous to the orientation of administrators, the ACEA will assume the responsibility of orienting representatives from each school in the procedures of the assistance program during the first two weeks of school.
3. Each faculty will elect at the beginning of each school year, a pool of 1-3 faculty spokespersons for a term of two years to consult with the principal about possible candidates for assistance. In order to serve in the capacity as a faculty spokesman, the teacher must be a member of the ACEA. The entire faculty will have the opportunity to vote on the faculty spokesperson(s).
4. The body to oversee and maintain the operation of the teacher assistance program (hereafter referred to as ATAP) will be named the ATAP Coordinating Council. This council will be made up of the Assistant Superintendent for Human Resources or his/her designee, one principal from each of the three levels, and one additional county staff member as appointed by the Superintendent. The ACEA will appoint one official of the ACEA, one teacher from each of the three levels, one teacher representative from special areas, and one at-large union representative to serve on this council.

Members of the CC will be appointed for a two-year term. Reappointment of the same person for additional terms is optional. Mid-year replacements will complete the term of the person being replaced. CC members who are unable to attend meetings regularly will be replaced.

The CC will hold meetings as needed.

The responsibilities of the ATAP CC will include the following: to inform teachers of the general procedures of ATAP and the method of applying for the program as a Consulting Teacher; to conduct an orientation meeting for interested candidates for the position of Consulting Teacher (defined later); to screen and approve candidates as members of the pool of Consulting Teachers; to review assistance referrals made jointly to the CC by the school principal and a faculty spokesman; to determine whether a CT is to be appointed; to provide teachers needing assistance with the names of approved Consulting Teachers; to appoint a Consulting Teacher to each teacher needing assistance;

to receive monthly progress reports from each Consulting Teacher; to hear the final report form each Consulting Teacher; to make a recommendation to the Superintendent regarding future action on each teacher receiving assistance; and, finally, to evaluate the CT's performance.

5. After the final evaluation and prior to June 1, principals will identify by number, possible candidate(s) for assistance.
6. A description of ATAP will be developed and distributed to each school informing teachers of the role of the Consulting Teacher and the method of applying for the pool. Included will be the date and time for an informational meeting for those interested in becoming Consulting Teachers.
7. At this meeting the role of the Consulting Teacher will be emphasized to ensure that all teachers have a clear understanding of what will be expected of them should they be accepted and serve as a Consulting Teacher.

In order to qualify as a candidate for the role of Consulting Teacher, the applicant must have at least five (5) years of teaching experience, two (2) of those five must have been in Alachua County, and in addition, the applicant must have taught within the last three years. The applicant must hold or have held a Continuing Contract or Professional Service Contract within the district; provide references from his/her principal, an ACEA representative or faculty spokesperson and three peers, all from his/her current school; or from previous school in case of recent transfer and grant permission for the committee to review the three most recent final evaluations. There will be a formal application to include a resume and a section to evaluate both the applicant's written communication skills and his/her understanding of the role of a Consulting Teacher. Applicants may provide additional references from former principals or other peers. The application will include a description of professional growth and development opportunities and training.

8. The position of Consulting Teacher will be advertised. Included in the advertisement will be the stipulations and qualifications mentioned in item #7.
9. The Coordinating Council will screen the applications for the position of Consulting Teacher.
10. Candidates may be interviewed by the CC.
11. The most qualified Consulting Teacher candidates will be approved and placed in the CT pool. Recruitment of CTs may be needed when there are shortages in specific areas.
12. Once Consulting Teachers have been identified, training opportunities will be provided. Training may include an overview of ATAP, the role of a Consulting Teacher, record-keeping requirements, interpersonal conferencing skills, identification of available resources, observation technique training, and procedures for writing a professional development plan.
13. The principal and a faculty spokesperson agree that a candidate needs assistance. The CC should then be contacted by the principal to ensure guidelines are followed. Once agreement has been reached that a recommendation for assistance will be made, the principal and the faculty spokesperson together will inform the teacher of the impending recommendation. This recommendation will be made at the end of the mid-year

evaluation or final evaluation period. In addition, a teacher may request referral to the assistance program. The faculty spokesperson will notify ACEA when a Recommendation for Assistance is made to the Assistant Superintendent.

14. A Recommendation for Assistance form signed by both the principal and a faculty spokesperson will be forwarded to the Assistant Superintendent for Human Resources.
15. The CC reviewed the Recommendation for Assistance and decides whether assistance is appropriate. If the CC determines that assistance is not appropriate, the teacher is notified in writing that assistance is not being recommended at this time. If the CC determines that assistance is necessary, the CC will notify the teacher in writing.

Prior to making a decision to participate, the teacher will have the opportunity to meet with members of the CC to discuss procedures of the program. A written overview of the program will be provided at this time. Within 5 working days following this meeting, the teacher will notify the CC of his/her decision to participate.

16. The program is voluntary and if the referred teacher refuses participation in ATAP, the principal will revert to the observation and evaluation procedures as prescribed in the negotiated agreement. A teacher may withdraw at any time by writing a letter to the CC. If a teacher does withdraw, the CT will make a final observation before writing their final report.
17. The CC will then select a Consulting Teacher for the candidate utilizing a full-time CT, if available, or a CT from the pool that has been selected by the teacher. The Consulting Teacher will be interviewed to determine if an appropriate match has been made (i.e., no conflict on the Consulting Teacher's part because of relationship, personal contact, etc.), and appoint the Consulting Teacher.
18. If the teacher requiring assistance and the CC find no suitable match, then the formal observation and evaluation procedures as outlined in the Negotiated Agreement will be followed.
19. When a Consulting Teacher is appointed, that Consulting Teacher will, in conjunction with his/her principal and the Personnel department, if applicable, identify a temporary teacher for the Consulting Teacher's classroom.

As the temporary teacher needed for this position may be required for a lengthy time period, certain additional concerns need to be addressed. It is recommended that the temporary teachers be recruited from the ranks of those who have demonstrated exceptional ability. It will be necessary for these temporary teachers to assume the regular teaching responsibilities. Temporary teachers may be required to hold parent conferences, administer exams, develop and teach lesson plans, complete required paperwork, compute and record grades, and provide the necessary counseling for students. The Consulting Teacher will have the responsibility of assigning to the temporary teacher the required work responsibilities. Because of the extensive responsibilities to be required of these temporary teachers, for the duration of their service as CT temporary teachers, each of them will be put on a day-to-day teacher contract. Special consideration should be given to the recruiting of recently retired teachers or teachers on leave to fill these positions.

20. The CT will arrange an informal meeting with the teacher needing assistance to get acquainted. Following this, a meeting with the teacher needing assistance, Consulting Teacher, principal of teacher needing assistance, and representatives from the CC will be held to clarify additional questions and to discuss program requirements.
21. Assistance will begin by the third week of school. If a full-time CT is available, assistance will begin during preplanning. A minimum of 45 days during the year must be spent assisting the teacher in his/her classroom. It is recommended that the CT confer with the teacher to set goals as a part of a professional development plan as soon as possible after the assistance has begun. The CT will submit regular monthly progress reports to the CC, principal, and the teacher being assisted. If applicable, during this period of assistance, the CT will confer regularly with the temporary teacher and with the CT's principal, keeping them informed and dealing with any problems that may occur.
22. The CT will submit an initial report to the CC, principal and the teacher needing assistance within a month of the beginning of the period of assistance.
23. When the CT determines that the period of assistance should be terminated, the CT will make a preliminary report to the CC and the teacher needing assistance followed by an official written report within two (2) weeks.
24. This official final written report must include a summary and evaluation of the period of assistance and recommendations to the CC. This report may recommend anything up to and including the initiation of dismissal procedures. Upon submission of this written report, including recommendations for future action, the CT will be awarded payment based on the negotiated contract for number of days spent providing assistance with a prorated amount if less than 45 days.
25. If the assistance continues into a second year, the CT will receive additional compensation.
26. The teacher will be provided a copy of the CT's official final written report and a copy of the report will become part of the teacher's permanent personnel file. A copy will also be given to the principal. The teacher may file a rebuttal to the report.
27. The Coordinating Council will accept the CT's report and will make a recommendation to the Superintendent. The recommendations of the CC could be very similar to those included in the CT's report, but may vary according to the dictates of the Council.
28. The Superintendent will take final action on each case.
29. All members of the ATAP process will be asked to evaluate the procedures and make recommendations for more effective and efficient operation in the future. Those surveyed should include: the CC, and CT, the teacher receiving assistance, the principal of the CT, and the principal of the teacher receiving assistance.

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