

COLLECTIVE BARGAINING AGREEMENT

between

THE SCHOOL BOARD OF ALACHUA COUNTY

and

THE ALACHUA COUNTY EDUCATION ASSOCIATION

for

TEACHERS

2021 - 2024

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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

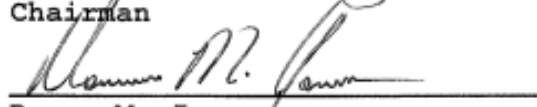
WHEREAS, membership in the bargaining unit represented by the Alachua County Education Association has ratified this contract on March 07, 2022; and

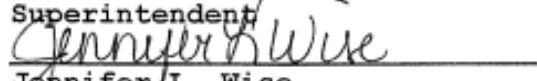
WHEREAS, The School Board of Alachua County, Florida, has ratified this contract on March 01, 2022;

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

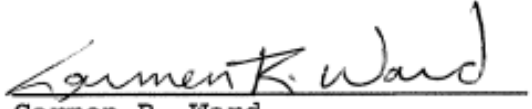
THE SCHOOL BOARD OF ALACHUA
COUNTY, FLORIDA

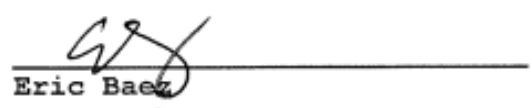

Robert P. Hyatt
Chairman

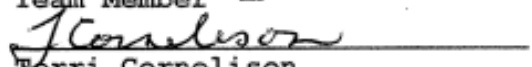

Donna M. Jones
Superintendent

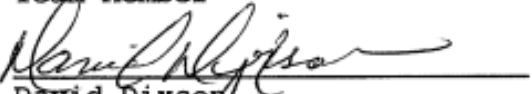

Jennifer L. Wise
Chief Negotiator

ALACHUA COUNTY EDUCATION
ASSOCIATION

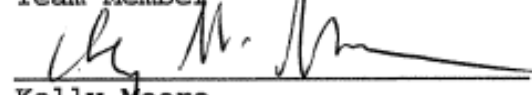

Carmen R. Ward
President/Chief Negotiator

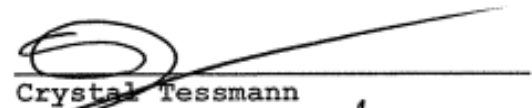

Eric Baez
Team Member

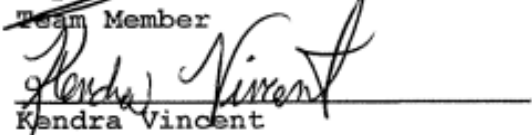

Terri Cornelison
Team Member


David Dixson
Team Member


Ed Hunter
Team Member


Kelly Moore
Team Member


Crystal Tessmann
Team Member


Kendra Vincent
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, 2021, and will remain in effect until July 31, 2024.

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, 2022, and July 31, 2023, 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 (1/2) time basis or greater, assistant principals devoting less than one-half (1/2) time to administrative duties, and any title not listed as excluded which requires certified personnel paid on the teacher salary schedule.

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.

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 (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 (1/2) time duties); substitute teachers not paid on the teacher salary schedule; and part-time teachers employed for less than one-half (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 (1/2) time or greater.

Section 3.

The term Board refers to the School Board of Alachua County, Florida, its authorized agents and/or its 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.

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 certified by the state as school counselors and whose duties require the provision of guidance and counseling services and the coordination of other student services.

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.

The hourly rate of pay is that amount resulting from dividing the daily rate of pay by the number of hours worked each day.

When a teacher is paid their daily or hourly rate for work related to an area for which they received a supplement, the supplement will be included in calculating their 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:

(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 they, their and them are used herein as nongender specific pronouns.

Section 21.

The term Association refers to the Alachua County Education Association, its authorized agents, and/or its designee.

Section 22.

Unless otherwise specified, the term year of experience will mean at least one day more than half a full-year work assignment, which currently is ninety-nine working days each school year, which is equivalent to 742.50 hours.

Section 23.

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

Section 24.

The term duty assignment will refer to the routine supervision of students by a teacher.

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 their 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 their 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 to the Association by any teacher previously authorizing them. Cancellation will take place within thirty calendar days of the written request for cancellation;

(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 senior representative at each worksite will hold an election during pre-planning to elect the Committee. 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. Both parties will collaborate on matters of concern to discuss and implement reasonable solutions, but no party may be required to take action on matters discussed. The committee will 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 their 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.

Section 8. Meetings, Faculty

The school rep and principal will collaborate to select a place 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/Information

The Association will be permitted use of teacher mail boxes and school board email for the distribution of materials and information 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. 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 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 available 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

Notification of the posting of the regular and consent agendas and the Board minutes will be available to the Association electronically no less than five calendar days prior to Board meetings.

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 their presence and the purpose of their visit to the principal or their 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 their 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 their 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 their 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.

Section 17. District Financial Data

At the Association's request, the district agrees to furnish the Association copies of any information provided by the Superintendent to the School Board concerning the financial resources and financial condition of the district, including its budget, monthly and annual financial reports, information relative to members of the bargaining unit, pupil enrollment, attendance data, etc.

Section 18. Board Policies

Current Board policies are available on the district's website. New written policies, and any additions, deletions, or changes in policies will be provided to the Association, via e-mail and available online at least one week before First Reading.

Section 19. Districtwide Committees

The Association will be notified by the Superintendent or their 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 once they have been established.

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 three (3) Board employees, who are members of the ACEA or its affiliates, will be treated as employees on special assignment. 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 employee(s) 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 employee is employed by the ACEA less than full-time, this agreement will only be in effect while the employee 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 300 printed copies of this contract and 300 copies of subsequent amendments to the Association. The Board will also make the full contract and subsequent amendments available on the district's website in a single PDF format containing a table of contents and a search tool. The form and quality of the copies of this contract will be mutually acceptable.

Section 23. Job Descriptions

Copies of the district's job descriptions are available on the district's website.

Section 24. Employee Orientation

The Association will be placed on the agenda of new employee orientation, including the induction program for all employees eligible for membership for a period of thirty (30) minutes.

Section 25. Professional Development

The Association and the district office of professional development will collaborate to provide approved in-service and in-service certification points for instructional personnel at the ACEA building.

The Association may collaborate with the district office of professional development to plan for and provide an approved in-service workshop for the improvement of communication between the Association and administration. Principals and their building reps will be encouraged to attend as a team. Certification points will be awarded after successful completion.

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 their 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 or when teachers have requested that a teacher conference/planning day be held in the evening, 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, the Superintendent or designee will notify teachers within one (1) day of inquiries and/or investigations pertaining to the teacher made to the school system by outside agencies.

If a complaint is made by a parent, student, or other individual regarding an employee's conduct that involves a student and could result in disciplinary action or a negative evaluation of the employee, a meeting shall be conducted between the teacher and their administrator to discuss the complaint. When disciplinary action is being taken, the evidence relied on to support the action will be provided to the employee upon request.

The Superintendent or designee will notify teachers of formal written/notarized complaints pertaining to the teacher made to the Human Resources Division through the procedures established by the Human Resources Division. Teachers will receive notification within one (1) day and all related documentation, to the extent permitted by law, within a reasonable amount of time.

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

District personnel files are public records subject to sections 119.07 and 1012.31, Florida Statutes. Upon prior notification to the district personnel office, a teacher or their duly authorized designee will be permitted to examine their entire personnel file, including confidential information. A teacher will sign for and receive a copy of each item placed in their personnel file at the time it 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.

A disciplinary meeting which results in a documented verbal warning/reprimand will be removed from an employee's Human Resources Division personnel file after a period of one (1) year if no further infractions of the same nature have occurred.

Section 6. Nonrenewal/Dismissal

If the principal does not intend to recommend a teacher for reappointment, the teacher will be informed in writing no later than April 15. If April 15 falls on a weekend or holiday, the prior business day will be the written nonrenewal notification.

Principals will be sent a list of teachers who have been non-renewed and who are eligible for reappointment, no later than May 20. To be eligible for reappointment, the teacher must have an overall Effective or Highly Effective evaluation and no certification deficiencies. An updated, final list will be sent to principals on or about June 11.

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

Section 7. Association Representation, Disciplinary Conference

When called to any disciplinary meeting with an administrator, a teacher will be informed when they ask what the meeting is regarding.

When a teacher, who is a member of the Association, is involved in circumstances which they believe could lead to a written warning, written reprimand, suspension, nonrenewal, dismissal, or return to probationary status contract, that 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 within 24 hours to discuss the complaint with the teacher. A teacher may refuse to provide or sign written statements without representation present.

Section 8. AC/PSC, 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, if requested. No teacher will be denied the right to counsel, to cross-examine witnesses, to rebut charges against them, to present witnesses in their own defense, or to testify or adduce evidence in their own defense. If charges are not sustained, they shall be immediately reinstated, and their back salary shall be paid. When a teacher is notified in writing of such charges, they will have 15 days, excluding school holidays, from receipt of the notice to demand, in writing, a hearing to be conducted at the Board's election in accordance with section 1012.33(6)(a), Florida Statutes. Any such decision adverse to the teacher may be appealed by the teacher pursuant to section 120.68, Florida Statutes, 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 section 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 them must be based on immorality, misconduct in office, incompetency, gross insubordination, willful neglect of duty, drunkenness, or being convicted or found guilty of, or entering a plea of guilty to, regardless of adjudication of guilt, 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, if requested. No teacher will be denied the right to counsel, to cross examine witnesses, to rebut charges against them, to present witnesses in their own defense, or to testify or adduce evidence in their own defense. If such charges are not sustained, they 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, their contract of employment shall be thereby cancelled. Any such decision adverse to the teacher may be appealed by the teacher pursuant to section 120.68, Florida Statutes, provided such appeal is filed within 30 calendar days after the decision of the Board.

Section 10. Contract Status

A teacher who has continuing contract status prior to July 1, 1984, or professional service contract status prior to July 1, 2011, 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 their contract.

Section 11. PSC, Return to Annual Contract/Dismissal

A teacher's professional service contract shall be renewed each year unless

1. the teacher receives
 - two consecutive annual performance evaluation ratings of unsatisfactory; or

- two annual performance evaluation ratings of unsatisfactory within a 3-year period; or
- three consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory; or

2. the Superintendent, after receiving the required recommendations, charges the teacher with unsatisfactory performance and notifies the teacher in writing. The following procedures shall apply:

a. Upon delivery of a notice of unsatisfactory performance, the evaluator must confer with the teacher, make recommendations with respect to specific areas of unsatisfactory performance and provide assistance in helping to correct deficiencies within a prescribed period of time.

b. The teacher shall be placed on performance probation for 90 calendar days following the receipt of the notice of unsatisfactory performance to demonstrate corrective action. School holidays and school vacation periods are not counted when calculating the 90 calendar days. During the 90 calendar days, the teacher must be evaluated periodically and apprised of progress achieved and must be provided assistance and inservice training opportunities to help correct the noted performance deficiencies. At any time during the 90 calendar days, the teacher may request a transfer to another appropriate position, with a different supervising administrator. Such requests will not be unreasonably denied.

c. Within 14 days after the close of the 90 calendar days, the evaluator must assess whether the performance deficiencies have been corrected and forward a recommendation to the Superintendent. Within 14 days after receiving the evaluator's recommendation, the Superintendent must notify the employee who holds a professional service contract in writing whether the performance deficiencies have been satisfactorily corrected and whether the Superintendent will recommend that the Board continue or terminate their employment contract. If the teacher wishes to contest the Superintendent's recommendation, they must, within 15 days, excluding school holidays, after receipt of the Superintendent's recommendation submit a written request for a hearing. The hearing, shall be conducted at the Board's election in accordance with one of the following procedures:

1) A direct hearing conducted by the Board within 60 calendar days after 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

2) A hearing conducted by an administrative law judge assigned by the Division of Administrative Hearings of the Department of Management Services. The hearing shall be conducted within 60 calendar days of receipt of the written appeal in accordance with Chapter 120, Florida Statutes. The recommendation of the administrative law judge 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.

d. 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 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 their principal concerning the resignation after its submission, the principal will hold such a conference. The teacher will have seven (7) days within the current school year after their 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 their 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 ten (10) 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 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 them of their 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 their legal rights under this section.

In order to decrease incidences of assault and/or battery, teachers will be notified by the principal when a student with a known history of violent behavior is placed in their class.

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.

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 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 their regular rate of pay for the time spent substituting;
- h. The two teachers who agree to job sharing will determine in what manner the Board's insurance premium cost will be distributed. The contribution will not exceed the equivalent of the Board's contribution for one employee.

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 at least five (5) days prior to the first day of pre-school planning.

During pre-school planning, individual and team/department teacher preparation time will be given the highest priority (at least 51%) and required meetings and inservice will be kept to a minimum.

Section 21. Emergency Closing/Notification

Whenever circumstances necessitate the closing of a school or schools for emergency reasons and Florida law 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.

Uniform procedures will be established to notify staff members about the closing of a school or schools for emergency reasons.

These procedures will be shared with staff members during preplanning.

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 if the parent or any individual 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 any individual is 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), shouting and/or the continuing use of profane language and obscene gestures.

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 or consistent with section 1003.572, Florida Statutes. 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 annually by the members of the departments, grade levels, or teams they represent. Should a vacancy occur after the school year ends, the team will select a new chairperson or team leader by the end of pre-planning for the coming school year. If a chairperson or team leader fails to meet their obligations, they shall be replaced by the principal until the team elects a replacement.

In cases where no members of a department, grade level or team volunteer to be the chairperson or team leader, the principal will designate that person. If a person is not elected by the end of pre-planning, the principal shall select the chairperson or team leader for the year.

Section 25. 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.

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 26. 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.

Section 27. Cell/Telephone Calls

Telephone calls to a teacher's classroom will occur only in an emergency or during non-instructional time.

Cell telephone use by teachers for personal reasons is permitted only during non-instructional time or in an emergency situation.

Section 28. Monitoring of Wireless Communication Devices

If a teacher, pursuant to School Board Policy 5136, *Student Use of Personally-Owned Wireless Communication Devices (WCDs)*, allows the use of personal WCDs in their classroom and makes reasonable effort to monitor student use of those WCDs, then teachers will not be held responsible for student misuse of personally owned wireless communication devices.

Section 29. Breast Feeding

The district shall provide a reasonable break time for a teacher to express breast milk for their nursing child each time such employee has the need to express milk; and a place, other

than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by a teacher to express breast milk. Nothing in this section shall preempt State law that provides greater protections to employees than the protections provided for under this subsection.

Section 30. School Choice

Employees who apply to have their children attend a school other than the one for which they are zoned, under *Policy 5120.03 - School Choice*, or *Policy 5120.04 - Assignment Exceptions*, will be given first priority before other requests are considered.

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 them.

(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 their 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) Investigative Grievance: An allegation by a grievant that pertinent and objective evidence does not exist to support the findings of the investigative committee.

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

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

(f) 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.

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 their witnesses will be provided released time.

Section 7. Informal Discussion:

(a) 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 ten (10) days after the grievant knew, or should have known, of an occurrence leading to the possible grievance. A meeting will be conducted within ten (10) days after receipt of the written notification from the teacher. The time may be extended by written mutual agreement between the parties. If a decision cannot be reached at the informal discussion, the grievant will be notified within ten (10) days of the decision reached.

(b) In the event a teacher believes there is a basis for a grievance based on a violation of Policies 2260, "Non-Discrimination and Access to Equal Educational Opportunity", 3122, "Non-discrimination and Equal Employment Opportunity", or

3362, "Anti-Harassment", the teacher shall have 60 days, instead of five days, in which to initiate discussion with the worksite supervisor. Such grievances shall continue to be governed by the remaining provisions of Article VII of the Instructional Contract, not Policy 3470, Grievance Procedure.

Section 8.

Level I: After the results of the informal discussion with the building principal or immediate supervisor, and if a grievance still exists, the grievant may, on a form mutually acceptable to the Board and the Association, invoke the formal grievance procedure within five (5) days of receiving the decision. This form will contain the name of the grievant, the act or occurrence leading to the grievance, the specific section(s) of the contract 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 their designated representative within ten (10) days after receipt of the response or the end of the designated time period. The Superintendent or their 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.

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 grievant. 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 their 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 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. In addition, teachers will be guaranteed computer access with internet connections during non-instructional time. This access could be in the computer lab or media center.

(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 required during the teacher workday including faculty meetings.

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

In order to maintain the optimal learning environment for students, top priority will be given by the District to the following items:

(a) Unsafe Conditions: Teachers will report potentially unsafe conditions in the classroom or other teaching areas to the principal. The principal or their 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 their designee determines that the condition creates an immediate danger to the teacher(s) and/or students, they 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 63°F (17°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 82°F (28°C), reasonable efforts will be made to accommodate the classes in other areas of the school. Temperatures will be measured at the most interior wall of the classroom. Such movement must have prior approval of the principal. Both parties recognize that energy conservation measures may create changes in climate control conditions.

(c) 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.

(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, when possible, 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.

(f) Indoor Environmental Quality (IEQ): The District shall investigate complaints of harmful indoor environmental quality and take measures to reasonably accommodate employees if necessary.

The District will establish a joint Indoor Environmental Quality (IEQ) Committee composed of four teachers appointed by the Association and four administrative or professional/technical employees appointed by the Superintendent. This committee will be given a copy of the results of the IEQ investigation conducted by District staff/consultants along with any remedial actions that have been recommended to the Superintendent or designee.

If it is determined by the Superintendent or designee that the environment under investigation is detrimental to the health, safety, or well-being of employees, the affected employees will be relocated to other facilities until the detrimental condition is abated. Teachers will be notified of the findings of the Superintendent or designee and of any corrected action.

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 they know 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. A teacher has the right to refuse to substitute; such refusal will not reflect negatively on the teacher's appraisal or result in any form of retaliation.

It is the responsibility of the administrative staff to secure coverage for assigned duties when a teacher is not on campus for

an approved reason or is required to attend school-related meetings or trainings scheduled during times that the teacher is normally supervising students or teaching.

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 they are 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 preplanning. A teacher will notify the principal when they receive 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 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 multi-school 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 via the automated instructional materials system.

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

(f) 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.

(g) 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 or school, the principal or their 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, including long distance access, 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.

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 their professional judgment in determining the length of their workday in excess of the normal instructional day. The normal instructional day for teachers will be seven and one-half (7 1/2) continuous hours.

(b) Duty-Free Lunch: Every teacher will be provided time during the normal instructional day at their 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, they 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, they will inform the teachers involved of their 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 their daily rate of pay by seven and one-half (7 1/2) hours. In elementary schools, a teacher may be expected to escort their students to the serving line before taking their lunch break. This will not be interpreted as requiring that a teacher eat breakfast or lunch with their students unless they desire 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: By the 2019-2020 school year, in elementary and center schools, teachers will have planning time during the student academic day at least four (4) days per week for a total of a minimum of one hundred eighty (180) minutes per normal student week. The period specifically assigned as a planning period will not normally be utilized for activities other than planning. The time after the student academic day will be used for planning with the exception of faculty meetings, trainings, and parent conferences which include IEP, 504, EPT, and EP meetings. Elementary teachers' planning time may be noncontinuous, but if noncontinuous, it will be scheduled in time blocks of no less than 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, center and K-8 school teachers will have not less than one extended block of time each week for the completion of 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, student data chats, or a faculty meeting. These meetings will not exceed a combined total of 180 minutes per month. Principals will ensure that teacher planning time will be given the highest priority and required meetings and inservices be kept to a minimum each month. 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 their 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 their two non-student contact periods between their teaching assignments for the regular instructional day and the evening assignment, making their instructional day as continuous as possible. In no event will the break in their 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: Teachers will not be required to supervise students longer than fifteen (15) minutes from the student dismissal time except in unusual circumstances where student safety is a concern. Duty assignments when necessary will be kept to a minimum and rotated on an equitable basis.

Section 13. Planning/Conference Day

(a) Teacher planning days will be six hours exclusive of lunch. Teachers who take leave on a planning day will be charged for six (6) hours leave. 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 ensure that teacher planning time will be given

the highest priority and required meetings and inservices be kept to a minimum.

(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. However, if a majority of the teachers vote for the afternoon/evening conference option, the principal will accommodate that vote at least once during the school year. 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 their 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, they 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 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, teachers of English/Language Arts, Science, Social Studies, and Math will not be assigned more than three separate course code numbers unless a teacher requests, in writing, additional courses be assigned. In departmentalized middle and high schools under 1,000 students, a good faith effort will be made to avoid assignment of more than three separate course code numbers. In no case will the number of separate course code numbers be used as a punitive measure. Junior/senior high school teachers will be required to teach no more than three separate course code numbers 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, they 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 their 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 fifteen (15) 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. It is the expectation that teachers will post assignment grades to the parent portal of the Student Information System throughout the grading period, to demonstrate their commitment to communication with students' families regarding individual student progress. The District will inform parents about access to the parent portal of the Student Information System so that they can monitor students. Except for the final grading period,

provided appropriate materials are made available, teachers' grades shall be entered into the computer for processing no later than 11:59 p.m. on the fourth (4th) working day after the end of the grading period. For the final grading period, teachers' grades shall be entered by the last day of post planning. In senior high schools the final grades of 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. An administrative change in a grade will not be made without prior consultation with the teacher. If the grade change occurs during the summer months when teachers are not at school, a sincere attempt will be made to contact the teacher prior to the grade change. 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 designee, a teacher may leave the campus of their 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 their 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 their designee, a teacher may be off the campus of their 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 be charged sick leave only for the amount of time missed in such absences. Approval is required for each circumstance or situation. The principal or their designee will 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 school-based administrators upon request. When plans are requested, evidence based feedback will be given to the teacher within a reasonable amount of time.

Teachers who teach a combination grade level or subject level within the same period will be required to turn in lesson plans for only one grade or subject level. Principals may request the specific grade or subject level lesson plans that they wish to review.

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.

(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 (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 their return from leave.

(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 their spouse; the spouse of any child or stepchild of the teacher; the brother or sister of the teacher or their spouse; the aunt or uncle of the teacher or their 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) Sick leave will be charged only for actual time missed.

(c) Sick leave used on a teacher planning day will be charged six (6) hours.

(d) A teacher may authorize transfer to their 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 they have exhausted all of their 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 payouts.

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 their 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 their 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, during state or national assessment testing or on a day they have scheduled a field trip except in an emergency situation. A teacher taking personal leave during a teacher workday will make prior arrangements with the principal for handling scheduled parent conferences.

Personal leave will be charged only for actual time missed and personal leave taken on a teacher planning day will be charged six (6) hours.

Section 4. Compassionate Leave Program

The Compassionate Leave Program is hereby established as a mechanism for accepting from qualified employees the voluntary donation of time from annual accumulated sick leave or vacation leave. Compassionate Leave may be utilized by eligible employees who need extended time off due to a catastrophic, serious health condition or life-altering event of an employee or a member of the employee's immediate family, or for someone residing within the employee's household, for whom the employee is the primary caregiver. Exclusions include, but are not limited to, normal pregnancy, any injury covered by Worker's Compensation, or mental/nervous conditions, chemical dependency, alcoholism, or related conditions. The following criteria will govern the creation, maintenance, and use of the Compassionate Leave Program:

1. Recipient must have been a regular employee of the district for at least one (1) full year prior to the current fiscal year and must have used all available sick leave and vacation leave prior to receiving donated leave.

2. Donors are eligible to donate creditable time they have earned as long as the employee retains a minimum of ten (10) days of available leave after the donation is deducted. An employee may donate their accrued sick leave or vacation leave in increments of one-half or full days to another Board employee.

3. The leave will be donated to a specific employee at the time the donation takes place. Donors will have the option of remaining anonymous.

4. Donations will be on first received from donor, first transferred to recipient.

5. The recipient will receive the donated sick leave or vacation leave at their rate of pay; the authorizing employee will donate the leave at their rate of pay.

6. The recipient must complete an application for Compassionate Leave Program which will contain:

- a. Employee name.
- b. Employee identification number.
- c. Beginning and ending dates of leave requested (if known).
- d. Last day of available paid leave.
- e. Explanation regarding the circumstances surrounding the reason for the leave.
- f. Physician's Statement Form providing documentation of the injury, illness or accident, or other appropriate documentation for which the leave is requested.

7. The maximum number of days that may be received under this program will be equal to the number of workdays remaining in the recipient's contract year.

8. Subject to a renewed physician's statement, up to one (1) additional contract year may be received through donation.

9. Any transferred sick leave or vacation leave that is not used as anticipated shall be returned to the authorizing employee, upon the recipient's return to work. In the case of multiple

donors, the unused leave will be returned to the authorizing employee on a last-in, first-out basis.

10. Employees who have provided notice of separation from employment may not donate unused leave balances. Any donated leave that has not been used at the time of donor's separation from employment will be removed from recipient's account.

Section 5. Maternity/Child Rearing

(a) A teacher may continue to work during their pregnancy provided they are able to perform their normal teaching duties.

(b) As may be required for other medical conditions, 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/adopted.

(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 at the same time. However, when both parents are employed by the district, one parent may share accumulated sick leave with the other parent before either parent has to take unpaid leave.

Section 6. 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 240 hours 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.

(c) In the event of a formal call-up, teachers may receive credit for one (1) year of experience for every year of duty.

(d) If a teacher previously went on military leave but did not receive credit for years of experience, the teacher may request credit for additional years beginning with 2016-2017 school year.

(e) The teacher must present documentation for the leave to the Human Resources Division by July 31, 2016, or upon return from military leave.

Section 7. Illness-In-Line-Of-Duty

A teacher who is absent from work because of personal injury received in the discharge of their 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 they are 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.

Section 8. Jury Duty

When required to report for jury duty, or for litigation arising out of the discharge of their duties, or when subpoenaed as a witness, not involving their 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 9. 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 their 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 10. 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 11. 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, or any teacher workday, 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 in advance with a description of the circumstances. Personal leave may be used in lieu of professional leave if such leave is available.

Section 12. 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 their 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 upon request to teachers who have three (3) years or more continuous service in the district. 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. When possible, requests for such leave for the first year will be initiated no later than July 1. When possible, requests for such leave for the next year will be initiated no later than April 1.

Section 13. Sick Leave Bank

A. The parties agree to establish an Instructional Sick Leave Bank in accordance with the conditions described below.

B. Any teacher employed one-half time or greater will be eligible to join the Sick Leave Bank after one year of employment in the district. A teacher must have been a member of the Sick

Leave Bank for a minimum of one year to be eligible to receive sick leave bank benefits.

C. The purpose of the Sick Leave Bank will be to protect its members from personal catastrophic illness, accident, or injury. Catastrophic is defined as an accident or illness that is sudden, unexpected, and of severe consequences to the teacher. It is a life-threatening injury or illness of a teacher which totally incapacitates the teacher and keeps them from work, as verified by a licensed physician, and forces the teacher to exhaust all leave time earned by that teacher, resulting in the loss of compensation to the teacher. Conditions that are short-term in nature, including, but not limited to, common illnesses and common injuries such as common broken arm, common knee surgery, common hysterectomy, will not be considered catastrophic. Chronic illnesses or injuries, such as cancer or major surgery with complications which are long-term in nature and require long recuperation periods, may be considered catastrophic.

D. The Sick Leave Bank committee will be formed consisting of three (3) teachers and one alternate appointed by the Association and three (3) members and one alternate appointed by the Superintendent or designee. Membership terms will be staggered. The committee shall determine how many days, if any, a member may receive from the Sick Leave Bank. The committee will utilize the procedures and guidelines developed by the Sick Leave Guidelines Committee 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 a teacher;
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 a teacher;
6. provision for investigation of possible abuse of the Bank;
7. provision for furnishing the parties with status reports on the condition of the Bank at least quarterly; and
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. Teachers without sick leave days may continue to be members of the Bank by pledging the next day of sick leave earned.

H. Any eligible teacher may join the Sick Leave Bank by donating one day of their accumulated sick leave days, provided the teacher has a minimum of four sick leave days accumulated prior to participation.

I. Eligibility for participation in the Sick Leave Bank will be open during Open Enrollment.

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, a teacher must exhaust all accumulated sick and vacation, leave except for the ten days required for mandatory closings/breaks during the year.

3. A teacher is eligible to receive a maximum of one hundred days from the Bank during their employment with the School Board. Days will be allocated in increments of up to twenty-five (25) in the event the teacher does not need the maximum. To receive additional days after the first allocation, a note from the treating physician stating the need still exists must be submitted.

4. A teacher otherwise eligible for full disability retirement will not 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.

L. A denial of a teacher's application is binding and cannot be appealed; however, the applicant may reapply at a future date.

Section 14. Sabbatical Leave

The parties agree that sabbatical leaves may be approved for one or two semesters duration if funding is available. 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 they are 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 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 their 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 their 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 they have 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 they have 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 they are on sabbatical leave.

A teacher who terminates their sabbatical leave after formally accepting the offer and prior to completion of the leave may be required to reimburse the Board for costs. They 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 15. Leave, Return to Duty

(a) A teacher on continuing contract or professional service contract returning from leave of absence will retain their 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 they were previously assigned if a vacancy exists for which the teacher is certified. If no vacancy exists, they will be assigned to a comparable position within the district.

(c) A teacher on an annual contract returning from leave within the same school year will be assigned to a teaching position, if desired, in the same school to which they were previously assigned if a vacancy for which the teacher is certified exists. If no vacancy exists, they will be assigned to a comparable position within the district.

(d) A teacher on annual 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 an annual 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 16. 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 their position without first being released from their 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 Human Resources 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, but no decision will be based on an individual's sex, race, religious faith, or sexual orientation.

(b) Currently employed teachers who have been at their current school for at least four (4) years and have scored Highly Effective or Effective on the three (3) previous years' final evaluations will be given a restricted transfer window each year to apply for positions in the coming school year.

These teachers who have been at their current school for at least four (4) consecutive years and have scored Highly Effective or Effective on the three (3) previous years' final evaluations must fill out a Transfer Request Form by the Transfer Request Form deadline. The Human Resources Division will send out the form and deadline to teachers via email. Once vacancies are posted, the 4+ teacher must apply for the position(s) using the online application system in order to be considered for a transfer within the restricted transfer window. The restricted transfer window will be open the workday following the distribution of non-renewal letters. All known vacancies shall be posted during the priority transfer window. The restricted transfer window will remain open for 15 days. If after ten (10) days no priority transfer applicants have applied for an advertised classroom teaching vacancy at a specific school site, that school site may begin filling for that classroom teaching position with other applicants.

A list of these priority transfer applicants will be available to the Association. During this restricted transfer window, at least 33% of the classroom teaching vacancies at each worksite must be filled with the priority transfer applicants prior to hiring anyone else.

The following formula will apply for the hiring of transfer applicants at each worksite: 1-3 vacancies will hire a minimum of one (1) applicant from the priority transfer applicant list; 4-6 vacancies will hire a minimum of two (2) applicants from the priority transfer applicant list. Job offers that are refused do not constitute a vacancy filled.

This does not apply if there are no currently employed teachers who are appropriately certified requesting a transfer. At the conclusion of the restricted transfer window, all transfer applicants will continue to be given priority consideration in the filling of remaining positions or vacancies.

(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.

(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 a list of known teaching vacancies for the coming school year on the Alachua County Public Schools' internet web site. Vacancies will be posted, excluding positions scheduled to be filled by budgetary instructional staff. All vacancies will be posted in the week following staffing allocation meetings and updated daily.

(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 the job and an appropriate job description, which will include the work location, when possible, on the Alachua County Public Schools' internet web site at least five (5) calendar days or at least 4 working 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 or sexual orientation. All other factors being equal, current employees 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 a transfer to a new vacancy for the coming school year as soon as it is posted. Reasons for the request need not be given.

(b) Applicants for transfers will utilize the online application system. Principals will utilize the online system to identify and interview transfer applicants.

Section 5. Transfer Procedures, Current School Year

Notice of teaching vacancies, including work location, which occur during the school year will be posted on the Alachua County Public Schools' internet web site for no less than five (5) days prior to the position being filled on a permanent basis. A teacher, with no significant deficiencies on their 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 their 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 a reduction in force, teachers at the school will be retained based upon holding a Professional Service Contract or a Continuing Contract and the performance evaluations of teachers within the affected program area(s). Staff racial composition of both schools may also be a consideration.

If the teacher being reassigned is on a professional service contract or continuing contract and holds at least a bachelor's degree from an accredited institution, they will first be reassigned within their certification area. If no such position is available, they will be reassigned 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 Human Resources office. Any teacher who would qualify for retirement within two (2) years will be permitted to teach to acquire the needed service.

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 their certification area.

It will be the teacher's responsibility to notify the Human Resources Division of their interest in returning to their former school. Upon such a request, the teacher will be given priority consideration for placement within their certification area at their 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 their former school. The requesting teacher will be given priority consideration for placement within their certification area at their 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 remaining at a school site will be given their tentative teaching assignments for the following school year five (5) days prior to the last day of post planning. 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) 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 their 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 their 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 Human Resources Division 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. A teacher will not normally be required to teach a split grade level class(es) for two (2) consecutive years.

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 they were assigned the previous school year. Should no vacancies exist in an area for which the teacher is certified, they may be offered placement in an area closely related to their 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 they were previously assigned if a vacancy

exists for which the teacher is certified. If no vacancy exists, they 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.

Beginning teachers will be assigned a mentor coach to support them throughout the school year.

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. *Statements made in areas needing improvement will be based upon evidence that is shared with the teacher in a timely manner and will include 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.*

(b) Prior to indicating on the Alachua County Teacher Appraisal Instrument that the teacher is receiving an overall Unsatisfactory or Needs Improvement, the principal or appropriate supervisor will inform the teacher in writing during a conference concerning performance. The principal or appropriate supervisor will schedule a follow-up meeting to develop a corrective action plan as detailed in Article XIII, Sections 2 and 4.

(c) If a teacher is assigned classroom duties outside the scope of their 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 their certification, the appraisal will not reflect negatively upon performance in the subject matter for which the teacher is not certified.

(d) Except in cases where teachers are receiving a supplement to perform extra duties or otherwise have responsibilities beyond the normal work day, teachers will only be appraised based on their performance during the contractual day.

Section 2. Procedures

(a) Teachers will be informed of the evaluation procedures during pre-planning. Teachers who are participating in the Beginning Teacher Program will be apprised of the requirements in the Board approved Beginning Teacher Program.

(b) Teachers who received an overall Effective or Highly Effective on the previous year's evaluation will have a minimum of two (2) observations during the current school year. The observations will include pre-observation and post-observation conferences and will be scheduled on a mutually agreed upon date and time.

(c) Teachers who received an overall Unsatisfactory or Needs Improvement on the previous year's evaluation and teachers whose first semester observation may lead to a final evaluation of less

than Effective will have an appraisal conference with the principal to collaboratively develop a written corrective action plan. The teacher may ask for additional support to assist in this plan. The teacher and evaluator will meet on mutually agreed upon times to document progress on the corrective action plan. Formal observations will be scheduled on a mutually agreed upon date and time.

(d) Teachers who are newly hired will have a mid-year evaluation conference with the principal or appropriate supervisor.

(e) All teachers will receive specific evidence and feedback that is shared in snapshots, formal observations, mid-year appraisals, and other written correspondence.

(f) Annual contract teachers, who receive at the conclusion of their current contract year of teaching in Alachua County, an *Effective or Highly Effective* annual principal appraisal and who received, at the conclusion of the two preceding years of teaching in Alachua County, an annual principal appraisal of *Effective or Highly Effective* will have their contract renewed for the following school year. If no vacancy should occur at the teacher's currently assigned school site, the teacher will be given a contract for the following school year at schools where vacancies occur in their certification. No person with a temporary certificate will be hired from outside the district until all teachers who meet this criteria are placed, based on teacher certification criteria for the vacant position.

The district personnel department will provide to the Association, upon the Association's request, a current list of these rehires, vacancies, and placements for teachers as they occur. The Board and the Association will work together to develop and implement a communication plan wherein the rehired teachers will receive frequent updates on their status. This process for the rehire of Effective or Highly Effective annual contract teachers will not apply to any teacher requesting DROP extension.

(g) Teachers hired after the beginning of the instructional year will normally have a minimum of six (6) weeks before the schedule of a formal observation. The number of observations for teachers hired after the beginning of the school year may be adjusted to reasonably conform with the length of time the teacher is employed.

(h) The district appraisal committee will develop district lesson plan guideline recommendations that aligns to the annual appraisal instrument, optimize student learning, and ensure quality time for teaching.

(i) Final teacher evaluations will be based upon three (3) components with the indicated weightings as follows: principal appraisal of instructional practices 33 percent; student performance data component 34 percent; and participation in lesson study 33 percent. A teacher may choose not to participate in Lesson Study and, in that case, would forfeit the points for that component.

Each teacher will receive an overall rating of Highly Effective, Effective, Needs Improvement, or an Unsatisfactory based upon the total number of points accrued on the three (3) components. The following cut-off scores will apply based on conversion to a one hundred (100) point scale:

Teacher Classification	Total Point Range
Highly Effective	≥86
Effective	≥70 but <86
Needs Improvement (Developing, <3 years teaching)	≥60 but <70
Unsatisfactory	<60

Section 3. Forms

(a) The forms for teacher observation, mid-year, and/or final appraisal are posted in Alachua County Instructional Improvement System (ACIIS) or, upon request, a hard copy may be provided by the worksite administrator. 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 all instructional personnel 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 will 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. Timeframes 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 their personnel file.

Section 4. Timelines

Administrators will schedule in writing (via email or the online employee evaluation tool) all formal teacher observations at a mutually agreed upon date and time. An initial planning conference will be held with each teacher at least ten (10) days prior to the scheduled initial observation visit each year. The teacher or the principal may request this conference be person-to-person. The conference will be to review appraisal criteria and the expectations of both the administrator and the teacher. The post observation conferences will be person-to-person and occur with ten (10) days of the observation. The evaluator will make available the results of formal observations and administrator evaluations to teachers at least 24 hours prior to a conference to discuss said results. If changes are made to the administrator portion of the evaluation, the revised form will be made available to the teacher prior to finalization. Final evaluations must occur prior to the last day of school for students.

Appraisal schedules for teachers will be determined by these criteria:

Teachers in the Beginning Teacher Program will be observed and appraised as set forth in the Board approved Beginning Teacher Program.

Teachers who are newly hired or on annual contract with three (3) years or less experience will be observed at least once each semester for a total of not less than 50 minutes. The first

observation visit will occur prior to November 1. A second observation visit will occur not later than March 15.

Newly hired teachers will be evaluated twice a year. Mid Year evaluation will be conducted prior to the end of the first semester and will include a person-to-person conference. The final evaluation will be conducted prior to the last day of school for students.

Newly hired Teachers will be observed and evaluated by the Principal.

Annual contract teachers with four (4) or more years of experience, Professional and Continuing contract teachers who received an overall EFFECTIVE or HIGHLY EFFECTIVE on the previous year's evaluation, will have a minimum of two (2) observation visits during the current school year. The first observation visit must occur prior to the end of the first semester. The second observation visit must occur prior to May 1.

Final evaluation must occur prior to the last day of school for students.

Teachers who received an overall NEEDS IMPROVEMENT or UNSATISFACTORY on the previous year's principal's portion of the evaluation will have an initial appraisal conference with the principal within the first ten (10) days of the new school year to discuss general performance expectations and will collaboratively develop a written improvement plan. Teachers will have a minimum of three (3) formal observation visits with additional observation visits scheduled as needed. The observation visits will include pre and post observation visit conferences within ten (10) days of the observation. The first observation visit will occur prior to October 15. The second observation visit will occur prior to December 5. The third observation visit will occur prior to March 31.

Teachers who received an overall NEEDS IMPROVEMENT or UNSATISFACTORY on the previous year's principal's evaluation will be evaluated three (3) times a year. Mid Year evaluation will be conducted prior to the end of the first semester and a person-to-person conference will be held to review it. The final evaluation will be conducted prior to the last day of school for students.

Teachers whose first semester observation may lead to a final evaluation of less than EFFECTIVE will have an appraisal conference with the principal within ten (10) working days to discuss the evidence collected in the formal observation and the plans for necessary improvement. A written action plan will be collaboratively developed.

Teachers who are working under a written improvement plan may request the additional support of instructional coaches or curriculum teacher specialists.

Additional conferences will be held as necessary to provide evidence and feedback related to the teacher's performance.

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. All observational classroom data is transparent and available to teachers at any time. Administrative observational concerns will be shared with the teacher either electronically or in hard copy. The school intercom system will not be utilized for teacher appraisal purposes.

Section 6. Beginning Teacher Program

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

Section 7. 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, they 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 they are 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. If a teacher provides evidence that refutes any item in the Instructional Framework, the evaluator may make necessary corrections to 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.

(e) If a teacher disagrees with the reliability of the student test data component of the Alachua County Teacher Appraisal final evaluation, that teacher may request a meeting with a district representative to explain how the test data was used in calculating the final student performance component. Any errors that are discovered will be corrected and reflected on the final evaluation within 90 days of district receipt of student test data results.

Section 8. 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 their 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 the staff and will give advance notice of such inservice.

Teacher Center inservice programs are available to teachers without cost.

Section 9. ATAP

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

Section 10. 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 11. Appraiser-Teacher Changes

If teacher or administrative changes occur during the school year which result in appraiser-teacher changes, teachers involved will be notified as soon as possible. If requested, teachers will be granted a change in their appraiser at the end of each school year.

Section 12. Principal Intern

A principal intern may be required, as part of their 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 their 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 13. 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 two of its members to serve as co-chairpersons and one committee member will serve as recording secretary. The minutes will be disseminated and approved at each meeting. The

district Appraisal Committee will meet a minimum of three times per year. Additional Meetings may be scheduled upon mutual agreement by the co-chairs. Both parties may include additional members to attend Appraisal Committee meetings, but only the appointed members may vote.

(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 14.

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 them 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 their 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 concerning student discipline will be available through the district web-site. Notification of proposed additions, deletions, and other changes to the policies will be available through the district's web site beginning with the scheduled first reading and will be sent to the Association electronically.

(b) Board-adopted policies and procedures that are outlined in the district Student Code of Conduct will be enforced district-wide. Local application of these policies and procedures will be developed by the principal and the Building Level Discipline 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 the principal or designee and teachers selected annually by the members of the departments, grade levels, or teams they represent.

(c) The principal and the Building Level Discipline 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 their designee. The recommendations, if any, shall be made by February 1 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 their representative will provide written feedback to the teacher with regard to the present action concerning the student's behavior. The teacher may request a conference with the principal or their representative and the student's parent(s)/guardian(s) prior to the student being returned to their classroom. A grossly disruptive student will not normally be returned to the classroom where they exhibited

the grossly disruptive behavior until the teacher has received the feedback.

(c) A teacher may remove a student from their 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.

(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:

One at large teacher and an alternate composed of and chosen by ACEA members, one member of the school staff selected by the principal and one teacher selected by the teacher who has removed the student. The alternate teacher will serve if the at large teacher is unavailable.

A teacher, who removed a student from their class and who has withheld consent for the return of that student to their 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 their classroom.

(e) Any teacher who permanently removes 25 percent of their total class enrollment through the Placement Review Committee 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 their 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 their 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 or their designee 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 principal or their designee determines that a lesser disciplinary action is appropriate, the principal or their designee 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 will receive immediate assistance if a student becomes uncontrollable or in case of emergency.

Section 6. Notification

(a) A teacher may send a student to the principal or the principal's designee if the student is involved in a disturbance. 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) Under normal circumstances, no classroom teacher will be expected to supervise any student(s) who were sent to the office for discipline.

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

Section 7. Personal Defense

The safety of staff and students is of paramount importance. Therefore, when a teacher receives a personal threat of bodily

harm coupled with an apparent, present ability to cause the harm, the teacher may take appropriate action in defense of their person.

Section 8. Exclusion

(a) At the request of a teacher, the principal or their 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. However, if denied, the principal or their designee will provide for additional supervision.

(b) When, in their 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 their 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 their 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 be as mutually agreed by the parties, 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 appointed annually and composed of three teachers; one Education Support Professional; and either one currently employed bargaining unit member or one ACEA member who has retired from the district and maintained the district's insurance into retirement selected by the Association; and the Board's Risk Manager; three administrators; and one Professional/Technical employee selected for appointment by the Superintendent. Anyone filling an unexpired term will be appointed for the duration of the term.

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 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.

Section 4. Hourly Rates, EY/Adult Ed

Instructional personnel who participate in the additional hour of reading instruction will receive their current hourly rate of pay for time worked and an additional one (1) hour pay weekly to compensate for additional plan time.

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

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 their 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. Teachers hired after July 1, 2011 will be paid a supplement for an advanced degree only if the advanced degree is in their area of certification. Payment may be retroactive during the current year to date the degree was awarded. All advanced degree documentation must be received in the Personnel Office by June 30. 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, Veterans' Day, and Memorial Day. Should a paid holiday fall on 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 and 25 years of experience in the Florida Retirement System. Beginning July 1, 2009, through June 30, 2013, to be eligible for early retirement, the fifteen 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 fifteen 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.

- (a) Beginning July 1, 2013, the early retirement plan will be closed to new enrollees.
- (b) A teacher who retires under the early retirement provision of the contract will be required to sign an agreement that they will not be re-employed by the School Board of Alachua County for three (3) years from the date of retirement.

Section 11. Pay Options

- (a) Teachers will have the option of receiving salary and supplement payments in 20 or 24 equal installments.
- (b) Beginning January 1, 2011, all teachers must utilize direct deposit of regular payroll checks.

Section 12. Payroll Deductions

- (a) Upon written authorization from a teacher, the Board will provide up to three 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 accepted duties beyond the normal teacher day. There will be no discrimination brought against any teacher based upon a teacher's refusal to accept a supplemental position.

(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 they 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 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. Reimbursement to the Board will be made within twelve months of overpayment notification. Underpayments will be reimbursed to the teacher no later than the next regular paycheck.

(c) The Board will reimburse the teacher for bank fees incurred as a result of the Board's underpayment error of contract salary. Reimbursement to the teacher will be made no later than the next regular payroll following the Board's receipt of documentation of such fees.

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 their 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 their 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 their meals at Camp Crystal at no cost to them. 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 their 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. Should a teacher member vacancy occur at any time, the principal will notify the Association's Faculty Representative prior to the next scheduled School Advisory Council meeting so that an additional election can take place. ESP members on the School Advisory Councils will be chosen by the ESPs 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 ESPs. 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 their 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

a. A complete list of members, meeting dates, agendas and minutes for the SAC will be posted and maintained on the school website. Agendas will be posted at least three (3) days prior to

the scheduled meeting. Draft minutes for each meeting will be posted no later than ten (10) days after the meeting occurred. Changes to membership or meeting dates will be updated in a timely manner and announced to all stakeholders.

b. Teachers and ESPs 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. School climate surveys provide valuable information for the School Improvement Plan. In order to have maximum participation and meaningful input for the school climate survey, all teachers and ESPs will have anonymity in completing their survey with respect to their responses.

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 their designee and the President of the Association for disposition on or before April 15. Such a request must be part of a School Improvement Plan. The actual request must be presented in writing and also approved by the faculty and the SAC prior to March 15 and must be mutually agreed upon by the Association's Executive Board and the School Board on or before May 1 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 less than one year.

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.

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 held during the normal workday. Employee members of the School Advisory Councils shall not be required to attend SAC meetings beyond their normal workday. With mutual agreement between the Principal and the SAC employee member prior to the scheduled SAC meeting, a teacher will be permitted to come to school later and/or leave school earlier for attendance at SAC meetings held beyond the normal workday so long as students are not left unsupervised and the teacher's professional obligations are met. The time by which the day(s) is shortened will be no longer than the length of time of the SAC meeting.

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.

GRANDFATHERED TEACHER SALARY SCHEDULE
2021-2022

Step	Bachelors	Masters	Specialist	Doctorate
0	44,500	46,421	48,341	50,262
1	44,500	46,451	48,398	50,348
2	44,500	46,480	48,459	50,435
3	44,500	46,508	48,516	50,525
4	44,500	46,540	48,579	50,617
5	44,500	46,572	48,642	50,709
6	44,500	46,602	48,703	50,801
7	44,500	46,632	48,765	50,895
8	44,500	46,663	48,829	50,991
9	44,946	47,142	49,340	51,535
10	45,385	47,614	49,846	52,072
11	46,060	48,325	50,587	52,848
12	46,746	49,042	51,340	53,635
13	47,442	49,774	52,105	54,435
14	48,148	50,514	52,881	55,246
15	48,864	51,267	53,668	56,069
16	49,591	52,030	54,467	56,904
17	50,331	52,806	55,279	57,754
18	51,080	53,593	56,103	58,613
19	51,839	54,392	56,938	59,487
20	52,611	55,202	57,788	60,375
21	53,397	56,025	58,650	61,275
22	54,192	56,861	59,525	62,189
23	55,000	57,708	60,412	63,116
24	55,820	58,569	61,313	64,057
25	56,652	59,442	62,226	65,014

2021-2022 Longevity Adjustments Grandfathered Only:

Years of Experience	Bachelors	Masters	Specialist	Doctorate
25	800	2,450	3,100	4,075
26-44	2,850	4,500	5,150	6,125
45-46	4,350	6,175	7,175	8,300
47+	4,450	6,275	7,275	8,400

PERFORMANCE TEACHER SALARY SCHEDULE
2021-2022

Step	Bachelors	Masters	Specialist	Doctorate	Performance Pay Add-on
0	44,500	46,421	48,341	50,262	
1	44,500	46,451	48,398	50,348	
2	44,500	46,480	48,459	50,435	Highly Effective \$90
3	44,500	46,508	48,516	50,525	
4	44,500	46,540	48,579	50,617	
5	44,500	46,572	48,642	50,709	
6	44,500	46,602	48,703	50,801	Effective \$45
7	44,500	46,632	48,765	50,895	
8	44,500	46,663	48,829	50,991	
9	44,946	47,142	49,340	51,535	
10	45,385	47,614	49,846	52,072	
11	46,060	48,325	50,587	52,848	
12	46,746	49,042	51,340	53,635	
13	47,442	49,774	52,105	54,435	
14	48,148	50,514	52,881	55,246	
15	48,864	51,267	53,668	56,069	
16	49,591	52,030	54,467	56,904	
17	50,331	52,806	55,279	57,754	
18	51,080	53,593	56,103	58,613	
19	51,839	54,392	56,938	59,487	
20	52,611	55,202	57,788	60,375	
21	53,397	56,025	58,650	61,275	
22	54,192	56,861	59,525	62,189	
23	55,000	57,708	60,412	63,116	
24	55,820	58,569	61,313	64,057	
25	56,652	59,442	62,226	65,014	
26	57,504	60,333	63,161	65,991	
27	58,367	61,240	64,109	66,981	
28	59,243	62,159	65,071	67,988	
29	60,133	63,094	66,049	69,009	
30	61,034	64,040	67,041	70,046	
31	61,951	65,003	68,048	71,098	
32	62,880	65,979	69,070	72,166	
33	63,825	66,968	70,107	73,251	
34	64,783	67,975	71,161	74,351	
35	65,758	68,996	72,231	75,469	
36	66,743	70,031	73,314	76,603	
37	67,745	71,084	74,416	77,755	
38	68,764	72,151	75,534	78,924	
39	69,797	73,236	76,670	80,109	
40	70,847	74,336	77,821	81,316	
41	71,911	75,453	78,990	82,538	
42	72,992	76,586	80,178	83,778	
43	74,089	77,737	81,384	85,039	

Experienced Teachers coming into the district will be placed on the salary schedule at a point not to exceed current Professional Services Contract teachers with comparable experience.

APPENDIX A
SUPPLEMENT SCHEDULE
2021-2022

Academic	2021-22 Amount	Hours
ATAP Consulting Teacher	\$ 5,340	356
Art Teachers	534	36
Band Auxiliary Units Sponsor	803	54
Band (MS)	1,460	97
Band, Marching and Concert (HS)	4,096	273
Band Director, Assistant	3,027	202
Camp Crystal Overnight Trip (Teacher)	154	10
Camp Crystal More Than One Overnight Trip (Teacher)	302	20
Cheerleader Sponsor, Varsity	2,404	160
Cheerleader Sponsor, JV	1,545	103
Chorus Sponsor (30 students, 4 activities) (MS/HS)	1,423	95
Class Sponsor, Junior	803	54
Class Sponsor, Senior	803	54
Club Sponsor	712	47
Coordinator of Traffic Safety Center	2,671	178
Behavioral Resource Specialist/Dean Middle School, Full-Time	2,492	166
Behavioral Resource Specialist/Dean High School, Full-Time	3,117	208
Department Head or Title 1 Lead Teacher:		
2-4 persons	803	54
5-9 persons	1,247	83
10+ persons	1,604	107
Department Chairperson, Assistant (10 or more teachers in a dept. required)	803	54
Drama Sponsor (3 productions, include 1 major)	2,047	136
Elementary/Middle Flexible Activity Supplement		
Enrollment of 0 - 300	380	25
Enrollment of 301 -500	507	34
Enrollment of 500+	632	42
Elementary Music (30 students, prorated based on 4 activities)	1,368	91
Forensics Sponsor (4 activities)	1,423	95
Future Educators of America Sponsor (MS/HS)	891	59
Health, Safety, and Wellness Trainer	1,280	85
Newspaper Sponsor	1,423	95
Peer/Mentor Teacher	1,247	83
Pre-collegiate Coordinator	891	59
Psychologist	2,671	178
Psychologist, Lead	5,340	356
Robotics, Lead Sponsor	712	47
Safety Patrol Sponsor	803	54
Science Fair Sponsor	712	47
Speech Language Pathologists (Grandfathered Bachelors)	1,000	67
Speech Language Pathologists (Certification)	1,500	100
Sports Ability Games Coordinator	445	30
Student Activities Director	2,048	137
Teacher Specialist/Seminar Leader	2,492	166
Career & Technical Student Organizations Sponsor	1,423	95
High School Land/Animal Lab	2,923	195
School Site Technology Support	2,205	147
Yearbook Sponsor (MS)	803	54
Yearbook Advisor (HS)	1,604	107
Non Instructional	2021-22 Amount	Hours
Collective Bargaining	\$ 1,213	81
Chief Negotiator	2,919	195
Assistant to Chief Negotiator	1,751	117
Hearing Officer	1,460	97
Peer Principal	1,357	90

Supplements for extra duties are paid based on classification (exempt or non-exempt)

receive a supplement for additional duties in the same manner as prior years. Non-exempt positions must be limited to the number of hours available for extra duty and will be paid twice a year (December and June) or at the conclusion of the activity. Non-exempt employee may NOT work more than the allotted number of hours to perform the additional duties. Hours are determined by dividing the total supplement by \$15.00.

SUPPLEMENT SCHEDULE 2021-2022

ATHLETICS	2021-22 Amount	Hours
Athletic Business Manager	\$ 2,847	190
Athletic Director	3,649	243
Athletic Faculty Sponsor	891	59
Baseball, Head	2,492	166
Assistant Baseball	1,203	80
Baseball, JV	1,423	95
Baseball, 9th Grade	1,068	71
Basketball, Head	3,469	231
Basketball, Assistant	2,402	160
Basketball, JV	2,402	160
Basketball, 9 th	1,423	95
Basketball, 9th Grade Girls	1,423	95
Cross Country	1,511	101
Diving	1,203	80
Football, Head		
Fall	3,560	237
Spring	891	59
Football, Offensive Coordinator		
Fall	2,778	185
Spring	693	46
Football, Defensive Coordinator		
Fall	2,778	185
Spring	693	46
Football, Assistant and 9th Grade		
Fall	2,423	162
Spring	604	40
Football, Head JV		
Fall	2,778	185
Spring	693	46
Golf	1,604	107
Intramurals	891	59
Lacrosse, Head	2,047	136
Lacrosse, Assistant	1,247	83
Lacrosse, JV	1,247	83
Soccer	2,048	137
Soccer, Assistant Varsity (HS)	1,247	83
Soccer, JV	1,247	83
Softball	2,492	166
Assistant Softball	1,203	80
Softball, JV	1,423	95
Softball, 9th Grade Girls	1,068	71
Swimming	1,870	125
Assistant Swimming	1,203	80
Tennis, Head	1,870	125
Tennis, JV	1,068	71
Track, Head	2,492	166
Track, Assistant or JV	1,423	95
Volleyball, Head	2,048	137
Assistant Volleyball	1,203	80
Volleyball, JV	1,247	83
Volleyball, 9th Grade Girls	1,068	71
Weightlifting, Head	2,048	137
Weightlifting, Assistant	1,247	83
Wrestling, Head	2,048	137
Wrestling, Assistant	1,247	83
Wrestling, JV	1,247	83
Middle School Sports	1,182	79
Special Olympics Coordinator	1,247	83
Special Olympics (Lanier)	803	54

Ten percent (10%) of the current supplement will be awarded to each teacher/coach for advancement to and participation in each level of competition above the district level. Football is the only sport for which coaches receive an extra 10% compensation for district playoffs. This additional supplement applies only to those teachers/coaches who have been properly appointed to coach the team which is participating in the playoffs.

3124. ALCOHOL AND DRUG-FREE WORKPLACE

It is the intent of the Board to provide a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or alcoholic beverage is prohibited in the workplace. Violations of this policy may result in disciplinary action, up to and including termination.

Pursuant to the Drug-Free Workplace Act of 1988 and Board Policy 3139.02, *Violation of Local, State, or Federal Laws*, employees shall abide by the terms of this policy and shall notify the Superintendent or his/her designee of any arrest or conviction under a criminal drug statute not later than forty-eight (48) hours after such arrest or conviction.

Employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance 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. In job sensitive areas, such as transportation, illegal drug use or excessive alcohol use leading to criminal action may be the basis for discipline.

"Workplace" is defined as the site for the performance of work done in connection with employment. This includes any place where work for the Board is performed, including a school building or other school premises, any vehicle owned by the Board 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 Board.

A copy of the Board's drug-free workplace policy will be provided to employees upon initial employment. Each employee will sign a statement to indicate receipt and understanding of the drug-free workplace policy and that statement will be retained in the employee's personnel file. The drug-free workplace policy may be posted at each worksite.

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.

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

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/her job performance. Reasonable suspicion is:

- A. aberrant or unusual behavior observed by the employee's worksite supervisor;
- B. observed alcohol/drug use during working hours;
- C. observation of physical symptoms commonly associated with substance abuse such as:
 - 1. impairment of motor functions;
 - 2. slurred speech;
 - 3. incoherent or irrational mental state;
 - 4. drowsiness;
 - 5. smell of alcohol or marijuana;

6. extreme weight loss;
7. red eyes;
8. running nose or sniffing;
9. frequent or extreme mood changes;
10. lack of physical coordination;
11. frequent absences or lateness;
12. unexplained absence from assigned work;
13. deterioration in dress and/or grooming;
14. deterioration in work performance;
15. other marked, unexplained changes in personal behavior.

When a reasonable suspicion exists, the Superintendent's designee shall be contacted. 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 program, and leave options. One 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.

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

Refusal to submit to drug testing when reasonable suspicion exists may result in disciplinary action up to and including termination.

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.

Employees who return to work after completion of a rehabilitation program shall be subject to follow-up drug testing with no advance notice. Any employee who refuses the drug test or subsequently tests positive may be disciplined up to and including termination.

Random testing of employees shall not be conducted.

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

Drug testing results will be treated in a confidential manner. Written notification of Board 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. 20202-4605.

F.S. 440.101, 440.102
34 C.F.R. Parts 85, 86, 104
Drug-Free Schools and Communities Act of 1986

20 U.S.C. 3171 et seq.
Vocational Rehabilitation Act of 1973
29 U.S.C. 705(20), 794, 794a
34 C.F.R. 34-86.201
20 U.S.C. 86-201
20 U.S.C. 701-706 Rehabilitative Act 1973
20 U.S.C. Omnibus Transportation Testing Act of 1991
20 U.S.C. 3224A
41 U.S.C. 701 et seq., Drug-Free Workplace Act of 1988

Adopted 7/17/07

Revised 5/3/11

APPENDIX C

ALACHUA COUNTY TEACHER ASSISTANCE PROGRAM

Revised April 2005

Purpose and Overview:

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 for identifying teachers in need of assistance, providing expertise and peer support in the role of Consulting Teacher, offering professional judgment with regard to the identified teacher's performance, and recommending further action to be taken. Teacher participation in the Alachua County Teacher Assistance Program is voluntary.

The Teacher Assistance Program is composed of a variety of steps and procedures. A periodic review of the entire process is recommended to ensure its effectiveness and efficiency.

Administrators within the district are to be oriented to the assistance program and its operation prior to the beginning of each school year. This will be part of the Administrator Appraisal training and will be included in the appraisal notebook.

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.

District Coordinating Council Membership

- Assigned by Superintendent
 - Assistant Superintendent for Human Resources
 - Three (3) principals – one from each level
 - One additional district representative
- Assigned by ACEA
 - One official of ACEA
 - Three (3) teachers – one from each level
 - One teacher representative from special areas
 - One at large ACEA representative
- Members will be appointed for a two (2) year term
 - Additional terms are optional
 - Members unable to attend meetings on a regular basis will be replaced.

School Site Membership

- ACEA representative will conduct the election at the school site.
- Faculty will elect one to three (1-3) spokespersons at the beginning of the school year to consult with the principal about possible candidates for assistance.
 - Must be a member of ACEA
 - Will serve for a term of two (2) years

Responsibility of the District Coordinating Council:

- Hold annual orientation meeting during the month of September
- Hold meetings as needed
- Review and approve job description for the Consulting Teacher as identified by the Human Resource Department
- Conduct an orientation meeting for interested applicants for the role of Consulting Teacher
- Screen and approve candidates as members of the pool of Consulting Teachers
 - Implement formal application process
 - Check references
- Provide training for approved Consulting Teachers which will include but is not limited to:
 - Overview of ATAP
 - Role of Consulting Teacher
 - Record-keeping requirements
 - Interpersonal conferencing skills

- ❑ Identification of available resources
- ❑ Observation technique training
- ❑ Procedures for writing a Professional Development Plan
- Review assistance referrals made jointly to the Coordinating Council by the school principal and a faculty spokesperson (s).
- Develop an ATAP information packet including a list of approved Consulting Teachers.
- Appoint a Consulting Teacher in collaboration with the ATAP candidate.
- Facilitate a meeting between the Consulting Teacher, ATAP teacher, and the school principal.

Process for Identification of Assistance

- Teacher candidate for ATAP may make self-referral.
- Principal notifies faculty spokesperson (s) about the need to place a teacher in ATAP.
- Principal and faculty spokesperson (s) agree that a candidate needs assistance. If a unanimous decision cannot be reached, the decision will be made by the Assistant Superintendent of Human Resources, within ten (10) working days or less.

Process for Initiating the Assistance Program

- Principal and faculty spokesperson (s) agree to inform the teacher of the impending recommendation. The teacher will decide whether to have the faculty spokesperson (s) in the conference.
- Principal and faculty spokesperson (s) will notify the Coordinating Council of their decision.
- Recommendation for assistance must be approved by the Assistant Superintendent for Human Resources.
- ATAP Teacher candidate will have an opportunity to meet with the facilitator of the Coordinating Council and if requested may meet with the Coordinating Council to discuss procedures of the program and be provided with a written overview.
- Within five (5) working days of this meeting the teacher will notify the Coordinating Council of his/her decision to participate, unless the Coordinating Council agrees to extend the time.
- Coordinating Council will review the recommendation for assistance.
- Coordinating Council will determine if assistance is needed.
- Coordinating Council will notify the teacher of its decision in writing.
- If the referred teacher refuses participation in ATAP, Florida law and district procedures will apply.
- A teacher may withdraw from the program at any time by writing a letter to the Coordinating Council.
- If a teacher does withdraw, the Consulting Teacher will make a final observation before writing the final report.
- All documentation relating to a teacher's participation in ATAP will be kept confidential to the extent permitted by law.

Qualifications of the Consulting Teacher

- Five years of teaching experience, two in Alachua County.
- Not currently teaching in Alachua County (preference given to retired SBAC teachers).
- Received satisfactory on teacher evaluations.
- Has held Professional Services Contract.
- Resume must be in personnel file in the Human Resource Department.

Responsibilities of the Consulting Teacher

- Hold informal meeting to meet the candidate and discuss the process.
- Begin assistance during pre-planning if possible.
- Spend a minimum of forty-five (45) days during the school year assisting the teacher in his/her classroom. (This is intended to be a full school year program.)
- Submit an initial report to the Coordinating Council and the school principal within two (2) weeks.
- Submit regular progress reports every three (3) weeks to the Coordinating Council and the school principal.

ATAP Final Report

- The Consulting Teacher will make a recommendation to the Coordinating Council when assistance should be terminated.
- The Consulting Teacher will complete a report within two (2) weeks of notifying the Coordinating Council of the recommendation to terminate.
- The report shall consist of the following:
 - ❑ Summary of objectives, interventions, and outcomes.
 - ❑ Specific recommendations to the Coordinating Council.
 - ❑ Other documentation as appropriate.
- The Consulting Teacher will provide copies of the final report to:
 - ❑ Coordinating Council Liaison as designated by the Superintendent
 - ❑ ATAP Teacher
 - ❑ School Principal
 - ❑ Assistant Superintendent for Human Resources Department.
- The Coordinating Council will meet to review the final report. Attendance at this meeting shall include:
 - ❑ Majority of Coordinating Council members
 - ❑ Consulting Teacher
 - ❑ School Principal
 - ❑ ATAP Teacher, at his or her option
- The Coordinating Council will forward the final report with the Council's recommendation to the Superintendent's office within ten (10) working days following the review of the final report.
- For participants who receive an overall unsatisfactory, Florida law applies.
- The ATAP Teacher may file a response to the final report. It will be attached to the final report.
- The Superintendent will take final action in each case within ten (10) working days.

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