CONTRACT

CHARLOTTE COUNTY SCHOOL BOARD

AND

CHARLOTTE FEA FOR INSTRUCTIONAL EMPLOYEES

Charlotte Florida Education Association

July 1, 2024 – June 30, 2027

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ARTICLE I – DEFINITIONS

Association – Charlotte FEA
Board – The School Board of Charlotte County, Florida or designee
Contract – The entire document herein
Day – A workday of the employee, unless otherwise stated
Emergency/Emergencies – an unforeseen circumstance or combination of circumstances which calls for immediate action
Employee – Any member of the recognized bargaining unit
Individual Contract – As defined in Florida Statutes
Instructional Leader – program planner, department chair, team lead
Non-classroom Instructional (NCI) – instructional staff who do not have a roster of students
Principal or Immediate Supervisor – The administrator or his/her designee directly responsible for the employee
Principles of Professional Conduct for the Education Profession in Florida- A set of ethical guidelines and principles which legally binds educators in the state of Florida (included as Appendix A)
Reassignment – A move within the same school
School Day – A day when students are scheduled to attend classes. The length of the school day is the period between when classes begin and end for students.
Senior or Seniority – Length of contin-2.8 (s85s4(c)5.9 7b (id)2.3 (e4(c)5.9 7b (i5 (F)5(-2.8 (s8583eI11.3 (S)1B(id)3D3e)-3

4.1.5 Communication

The Association shall have exclusive right to post notices of activities and matters of Association concern onre A

4.2.2 Duties of Employee

Employees have the direct and indirect responsibility of providing instructional programs which fall

5.1.5 Permission to Hold Joint Meetings

Joint meetings of the teacher and support staff Partnership Committees may be scheduled to work on topics that impact the entire school staff. Joint meetings may be requested by either PPC or the principal.

6.1.1 Authority to Transfer

Should the superintendent determine a need to transfer any teacher to a low-performing school, as defined in this agreement and as provided for in Florida statutes, the process for selection of the affected teacher(s) and any compensation that accrues to such a transferred teacher shall be subject to collective bargaining.

6.2 Intervention Teams

6.2.1 Elementary Team**

Director of Elementary Learning
Principal
Association Representative (Determined by the Association President)
Human Resources representative (Appointed by Superintendent.)
SAC chairperson or designee
NCI and AP
One K-2 teacher*
One 3-5 teacher*
One ESE teacher*
Psychometrician

6.2.2 Middle School Team**

Director of Secondary Learning
SAC Chairperson or designee
Principal
Assistant Principal
Association Representative (determined by the Association President)
Three Core teachers*
Human Resources Representative (Appointed by Superintendent.)
Psychometrician
One ESE teacher*

6.2.3 High School Team**

Director of Secondary Learning
Principal
Association Representative (determined by the Association President)
Human Resources Representative (Appointed by Superintendent.)
SAC chairperson or designee
Assistant Principal for Curriculum
Four Core Teachers*
One ESE teacher*
Psychometrician
*Determined collaboratively by the principal and Association president.
**Additional members may be included, as determined by the principal and Association president.

ARTICLE VII – POSTING

7.1 General Provisions

The Board shall post notice of job vacancies as set forth below provided, however, that if the Superintendent determines that is urgent to fill a vacancy without posting, may do so after notifying the Association President in writing via email and explaining the urgency.

7.1.1 Vacancies

Vacancies occurring for the following reasons shall be posted:

- promotion
- resignation
- retirement
- termination
- new staffing
- new operation start-up
- school-to-school transfer
- summer school programs
- before/after school programs at the worksite
- differentiated pay praaasraaasraaasroTc 0.001 Tw 1.033 0 a.957 -1.217 0.86R2 (41)-7.8 (Va207 Td[illegible] Tw 1.037 T[illegible]

ARTICLE VIII – HIRING AND ASSIGNMENT

8.1 Board Rights

8.2.2 ESOL or Other Statutorily Mandated Certification(s)/Endorsement(s) Timeline

A teacher with greater than two (2) years of service with the Board, needing the ESOL endorsement, subject-specific certification(s), or other statutorily-mandated certifications(s)/endorsement(s), must complete three (3) semester hours toward the requirements within two (2) years of the date of notice by the Board, provided this timeline complies with State of Florida Statutes and/or administrative rules. At least three (3) semester hours must be completed each calendar year, thereafter, until all requirements are complete. Extenuating circumstances may be appealed to Human Resources. Failure to complete these requirements may result in the teacher's being involuntarily surplused or transferred as provided elsewhere in this contract.

8.2.3 Safety & Security Training

The employee is responsible for attaining and maintaining all safety & security certifications and attending all applicable safety & security trainings required by the State of Florida and Charlotte County Public School System. Such certifications and/or trainings are considered part of an instructional employee's certification and a failure to maintain such certifications and/or trainings is to be considered without appropriate certification.

8.2.4 Right to Drop Certification(dd

30-minute unpaid, duty-free lunch. Instructional staff must commit to the entire working period of

ARTICLE IX – INDIVIDUAL CONTRACTS

Probationary, annual contracts, continuing contracts, and professional service contracts shall be governed according to the provisions of Florida Statutes as currently enacted or as hereafter amended.

9.1 PROBATIONARY CONTRACT STATUS

A probationary contract employee may be dismissed without cause or may resign without breach of contract.

9.2 ANNUAL CONTRACT STATUS

Any employee hired after July 1, 2011, and after successfully completing a probationary contract, shall have annual contract status in accordance with Florida Statute and, as such, shall have no expectation of guaranteed employment beyond the term of the contract year in which s/he is hired. Such an employee may be non-renewed without just cause. An annual contract means an employment contract for a period of no longer than one (1) schRr-0. (U)0. 9 (o)-.9 (1a)-3..8 ( )10.6(r)8 (t)-6 (h)-0.7 (a)-34Un .3 (t4.3 (t)-59.6 (f)-3.3 ( )]

ARTICLE X – EMPLOYEE PROFESSIONAL APPRAISAL AND LEARNING

10.3 Significant Digits

For the purposes of calculating the final overall score, the score shall be expressed with three significant decimal places (or 4 significant digits) with the ten-thousandths digit serving as the rounding digit (up from five [5] or down from four [4]), and being dropped off of the final score.

10.4 Roster Verification

DOE requires the Roster Verification be completed twice a year. Instructional staff shall work with the school administration to verify the students on their rosters in accordance with FLDOE requirements. All students not enrolled during both FTE reporting windows can either all be included (in whole) or eliminated (in whole) from Part III of the evaluation.

10.5 PART I (Instructional Practice)

Part I will rely forty-one percent (41%) upon administrator observations of instructional staff-demonstrated use instructional strategies. The trained-administrator scoring this instructional delivery shall result from (but not be limited to) an administrator-review of the instructional staff data, artifacts, anecdotes, and demonstrations. Instructional I

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.7.34Tw

Deliberate practice will comprise the same percentage and will also use the FEAPs, and the student performance measure for all NCIs will be the school or district grade, respective to the assigned location.

10.9 Special Circumstance Appraisal

Due consideration shall be given to an employee's appraisal in the following circumstances:

- When the employee is assigned out of field.
- When the employee has invoked the Teacher Protection Act.

10.10 End-of-Year Conference

Preparation of data for a summative end-of-year conference with the instructional staff's supervisor, shall be the responsibility of the instructional staff. This conference shall occur within four weeks of the receipt of the student data, mutually scheduled by evaluator and instructional staff. At the conclusion of the end-of-year conference, instructional staff shall be required to confirm their final evaluation document(s) electronically.

10.11 Rebuttal and Appeals Process

The evaluation system shall contain a rebuttal and appeals process for the formal observation/evaluation of instructional staff. The instructional staff have the right to present artifacts to demonstrate performance in meeting the expectations of the instructional strategies when the observer/evaluator was not present.

10.11.1 Requirements

The instructional staff may appeal the overall or any combination of the three-part score that comprises the evaluation ratinh1.1 (m)heeverall oionwhnn(n) ()2.20 Td[(w)-6.4 4 d2.196 0 3 1.26iof.739 0m2.196 /196 0 3 1.26l04 0 T

strategies, and higher-order-thinking to the lesson.
    - Engaging students of diverse interests and abilities.

When the evaluator assigns the instructional staff to formal CAST help, the instructional staff is notified in writing and the following team forms to provide clear expectations, support, and structure:

- Instructional staff
- Evaluator (chair)
- Instructional leader
- Peer teacher-mentor
- A professional learning resource person
- Association president or designee when applicable
- An HR representative (facilitator)

The team authors the plan with marked reliance upon the evaluator and instructional staff for the formal generation. The HR representative will record notes for each meeting, focused on the documented level of progress by the instructional staff. Benchmarks for expectation and accomplishment are written into the plan. As long as the instructional staff is accomplishing the benchmarks, the plan is not a [illegible]

2. The evaluator must meet with the non-annual-contract status instructional staff, outlining the specifics of unsatisfactory performance and the steps to be taken by the instructional staff to overcome the unsatisfactory performance.
3. The principal leads a support team that is fully responsible for the 90-day plan and content. The team shall include, but not be limited to:
    a. Instructional staff
    b. Association representative, when applicable
    c. Evaluator: note that this person is the chair of the committee and is responsible for regular observations of the instructional staff, resulting in regular feedback to the

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superintendent's recommendation. The determination of the Board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment.

10.13 No Renewal Right

Pursuant to Florida Statutes, nothing in this Article shall be construed to grant an annual contract employee a right to continued employment beyond the term 5.9 (t)-5en(c)5.9 (9 9(e tm)-3.30j 24)]TJ0

ARTICLE XII – PERSONNEL FILES

Personnel files shall be maintained according to the provisions of Florida Statutes.

13.8 Pre-School Instructional Staff Workdays

At least fifty percent (50%) of pre-school workdays shall be available to instructional staff for planning and preparation time. Such time shall be given in whole day increments; any time above whole day increments shall also be scheduled in a block. The principal may call a meeting of no longer than sixty (60) minutes each day during the planning and preparation time allocated to instructional staff.

13.9 Scheduling

Secondary instructional staff shall teach no more than six (6) out of seven (7) instructional periods within the areas of certification, except as provided by law. The seventh period shall be available for a planning period in accordance with Article 13.6: Planning Period.

13.10 Early Release Days

When an early release day is included in the Board approved school calendars, instructional staff - shall participate in professional learning as directed by the principal/supervisor in coordination with the school/worksite PPC. The use of personal time will not be approved on identified early release professional learning days.

ARTICLE XIV – CONTROL AND DISCIPLINE OF STUDENTS

14.1 Control of Students

Subject to law and to the rules of the Board, each instructional staff shall have such authority for the control and discipline of students as may be assigned by the principal or designated representative and shall keep good order in the classroom and in other places to which the employee is assigned to be in charge of students. Instructional staff actions under this Article shall be in conformance with the duly adopted Code of Student Conduct, which shall be distributed to employees at the beginning of each school year. Any instructional staff who removes 25% (twenty-five percent) of his or her total class enrollment shall be required to complete professional development to improve classroom management skills. Additionally, actions shall conform to applicable provisions of Florida Statute 1003.32, and specifically implementing the below referenced sections of 1003.32 (4.) (5.) as follows:

14.1.1 Teacher Protection Act

When an instructional staff invokes the Teacher Protection Act through formal written notice to the principal, the affected student shall be immediately removed from the instructional staff's classroom. The Placement Review Committee shall be immediately convened and make a recommendation within the required five (5) day (business days) time period. In cases of ESE students, the IEP committee shall be convened immediately and make a recommendation to the Placement Review Committee within the required five (5) day (business days) time period. If, however, the removal of an ESE student constitutes a change in placement within the meaning of the IDEA, the principal and instructional staff will meet to discuss other options. If a situation arises that may necessitate variance from the agreed upon procedures, the Association shall be informed and consulted prior to the implementation of any alternative strategies or actions. Also pursuant to section 1003.32 (6.), the teacher representatives (reserved for selection by instructional staff) to serve on a Placement Review

ARTICLE XV – TRANSFERS AND REASSIGNMENTS

15.1 Transfers

15.2.3 No Bumping

This procedure for voluntary reassignment shall not apply to reduction in force and does not permit bumping in any of the foregoing provisions.

15.2.4 Involuntary Reassignments

Involuntary reassignments are not made for arbitrary and capricious reasons. The principal of a school may involuntarily reassign instructional staff internally for sound educational reasons.

15.2.5 Special Assignments

An instructional staff who has been placed on special assignment shall be returned to the school they left and to a position for which they are qualified when the assignment ends.

ARTICLE XVI – UNIT LOSS

16.1 Unit Loss

16.1.1 Determination of Timeline

<u>Deadline</u>
CCPS and Association shall establish a mutually-agreed upon timeline for the unit loss process as described below. The timeline shall include the following events: [illegible]

9. Instructional staff may request a Hardship Consideration regarding Unit Loss placement when there is a serious medical and/or serious personal problem that can be substantiated to the satisfaction of the Assistant Superintendent for HR and the Association. Travel time and/or distances alone may not be considered as a reason to seek or to grant a Hardship Consideration. If the instructional staff's condition is one that should be considered under provisions of the Americans with Disabilities Act (ADA), the instructional staff will be directed to apply for an ADA accommodation with the CCPS EEO/ADA Coordinator.

ARTICLE XVII – REDUCTION IN FORCE

17.1 Reduction

17.1.1 Board Rights

Upon the recommendation of the Superintendent the right to reduce the size of the instructional staff work force is vested in the Board. The Association shall be notified in writing five (5) business days before the School Board acts upon the Superintendent's recommendation.

17.1.2 Definition

Any reduction in the number of district-wide positions in one or more areas within the bargaining unit, which would result in one or more instructional staffs being laid off. Any school-based loss of instructional staff based on enrollment shall not be construed as a Reduction-In-Force (RIF).

17.1.3 Process

CCPS will undertake non-renewal of instructional staff, hired after July 1, 2011, before reduction-in-force of professional service contract-instructional staff. The most recent performance-based evaluation shall determine the order of reduction of those teachers hire after July 1, 2011, with the lowest scoring-teachers selected for non-renewal first.

<u>Probationary Instructional Staff</u>
Probationary instructional staff identified for non-renewal shall be notified first and prior to executing the Reduction-In-Force.

<u>Annual Contract Instructional Staff</u>
Annual contract teachers identified for non-renewal shall be notified after all probationary instructional staff selected for non-renewal and prior to executing the Reduction-In-Force.

When determining instructional staff for lay-off who hold a probationary or an annual contract, CCPS shall consider (not in specific order):

- certification and endorsements;
- evaluation scores from the previous year;
- subject-area experience;
- programmatic consideration

<u>Continuing Contract and Professional Service Contract Instructional Staff</u>
Continuing Contract (CC) and Professional Service Contract (PSC) instructional staff with less than effective evaluations and CC/PSC with effective or higher evaluations shall be subject to lay-off only after all possible reduction has occurred in annual contract employees.
When CC or PSC instructional staff are laid-off, the criteria shall be:

1. Certification;
2. Subject area experience (including evaluation) within CCPS; and,
3. Evaluation score from the previous year.

Retiring Instructional Staff
Special consideration may be given to instructional staff within one year of retirement.

Bumping Rights
Filling remaining Positions Through Bumping Rights: In the event a Reduction in Force is announced, the Parties will meet to determine the process to be used for bumping.

17.2 Recall

17.2.1 Recall List

Only continuing contract- or professional service contract-instructional staff who have been laid-off and who have earned “effective” or “highly effective” scores on the most recent evaluation shall be placed on a recall list for a period of one (1) calendar year. Instructional staff who accept another position in the unit shall be removed from the recall list.

17.2.2 Notice of Recall

Human Resources shall give notice to instructional staff on the recall list before hiring a new instructional staff. Notice shall be sent by certified mail or by other confirmed means to the instructional staff address shown in personnel department records. Instructional staff must notify Human Resources of address changes. The notice will specify the position being offered. Instructional staff shall be recalled in inverse order of lay-off.

17.2.3 Response to Notice of Recall

Instructional staff must respond to a notice of recall within ten (10) business days after the notice is received by sending a letter by certified mail or by other confirmed means to Human Resources stating that the instructional staff accepts or rejects the position offered.

17.2.4 Loss of Recall Rights

If an instructional staff does not respond with ten (10) business days as provided in provision 17.2.3, the instructional staff shall lose all rights to recall and shall be deemed to have voluntarily resigned, unless the instructional staff can demonstrate evidence of an emergency.

17.2.5 Acceptance

If any instructional staff is certificated and meets the other qualifications established for the position, the instructional staff shall take the position offered or decline to take said position.

17.2.6 Final Offer of Recall

If the position offered is declined, the instructional sta3 (it)-3 (i)10.6 (o)-6.6 (n)2.3 (,)-1 ( )]e fved TJ-0.001 Tc 0.003 (o)-6.

17.2.7 Certification

Instructional staff are not required to accept positions for which not certificated, and the Board incurs no obligation to offer such positions to instructional staff. Instructional staff who hold more than one certification shall be entitled to positions other than the one for which the lay-off occurred, subject to the lay-off criteria.

17.2.8 Restored rights

Participates in professional learning activities, which support the NET Mentor's role
Meets regularly with mentee to support the development by providing instruction, feedback and counseling as well as recommending/providing resources
Attends support team meetings
Gives guidance in effective instructional practices and in making everyday decisions required in the classroom
Model effective instructional strategies
Maintains a professional attitude and ethical character in all aspects of teaching at all times
Maintains a NET Mentor Log
Participates in annual NET Program Review
Is not a participant in the evaluation process

ARTICLE XIX – LEAVES

The Board and the Association acknowledge that instructional staff are professionals under the FLSA (Fair Labor Standards Act) and as such are not hourly employees. On rare occasions when an instructional staff must be absent for less than two hours, and if no substitute is required or if from time to time there is voluntary internal coverage among instructional staff, the absent instructional staff may be gone without charging the absence to sick leave. Instructional staff must sign out prior to leaving and must sign in when returning under this provision. Comp time will not be provided in this situation. No leave granted under this Article may be used for Association purposes.

19.1 Sick Leave

19.1.1 Purpose

Sick leave may be used only by an instructional staff who is unable to perform duties

19.1.4 Donation of Sick Leave

Instructional staff may donate (i.e., authorize transfer of) accrued sick leave in increments of one-half (1/2) or full days, to another Board employee, under the following conditions:

- The transfer relates to one of the following reasons:
    - when the recipient is unable to perform duties in the school on account of personal sickness, accident, disability, or extended personal illness, and consequently has to be absent from work;
    - for the illness or death of the recipient's spouse, child, father, mother, brother, sister, other close relative, or member of the recipient's own household.
- The authorizing instructional staff must retain at least five (5) days of sick leave, as of the time of donation under this policy.
- In accordance with Florida Statutes, sick leave transferred to another CCPS employee must be supported by official documentation from a treating physician. Should an employee fail to provide documentation, the sick leave will not be transferred.
- The recipient will receive the donated sick leave at current rate of pay; the authorizing

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- A written request for personal leave must be submitted to the principal at least two (2) workdays before the leave would begin. The reason for this does not have to be stated.
- Instructional staff may reserve through non-use one (1) personal leave day to be used for bona fide emergency reasons, subject to the approval of the Superintendent. The determination of the Superintendent shall be final as to whether payment shall be made for said day. Said leave day, if utilized by the employee, shall require no prior approval other than that notice which can reasonably be expected under the circumstances. Emergencies such as canceled airline flights with no opport96 (p)2.3 50p(03 ((i)7.62 (n)2.5.airlin)2. (c)-1.9r(p)-0.7 (e)- (c)-1.9r(.9 (d)5.t.2 (96 (p)2lin)2.3 (g)2.

The use of personal time will not be approved on identified early release professional learning days.

19.6 Sabbatical Leave

Sabbatical leave may be approved by the Board under the following conditions:

19.6.1 Eligibility

After three (3) consecutive years of satisfactory service in Charlotte County, instructional staff may apply for a school year's leave of absence for the purpose of professional advancement.

Educational Preference
First consideration for sabbatical leave shall go to those applicants seeking professional advancement through graduate study.

19.6.2 Costs

Costs associated with the leave shall be borne entirely by the instructional staff-applicant for the leave if it is granted.

19.6.3 Half Pay

Instructional staff granted sabbatical leave may receive up to one-half (1/2) the contractual gross monthly salary which would be paid if not on a sabbatical leave. Any instructional staff granted sabbatical leave shall be required to sign a voluntary deduction/garnishment form and/or promissory note and/or contract to repay as per the option of the Board, which shall then take effect if said instructional staff does not fulfill the conditions of the sabbatical leave as contained herein.

19.6.4 Reinstatement

Sabbatical leave of absence is not to be considered a termination or breach of employment.
Instructional staff shall be returned to the same building and department as before the sabbatical if:

the course of study is directly related to work responsibilities;
a request is made in writing at the time of application for leave.

Otherwise, the instructional staff shall be returned from such leave in compliance with the "return from leave of absence" provision. The period of such leave shall count as regular service for the purpose of retirement. However, the leave period does not apply to movement on the salary schedule or accrual of vacation or sick leave.

19.6.5 Applications fio2.3 (.8 TJ-0.0r.8 ( )Ʒ-8 (i)2.9Tj496 (a)0.8t)7.9 (10.6.i)2.9lt isl for lr

19.6.7 Limitation of Number of Leaves

The number of sabbatical leaves granted per year will be determined by the Board but shall not exceed one percent (1%) of the total number of employees.

19.6.8 Selection Process

Applications shall be considered by the Board and the selection made on the basis of the following criteria:

- Past service to the Charlotte County School System
- Potential for future contributions to the Charlotte County School System
- Qualifications and aptitude for graduate study or other professional improvement
- All qualifications are met by the applicant and the quota of one percent (1%) is not exceeded, leave shall .2 (r)11.1 (5 (e)-3.2)7.8 (p)213.3 (oMC /LBody.<(e) ( )1Cdege0)-9.6 ()-3 2.7 (cr961 (h)16..3 (a)-3.30.6 (B

19.7.2 Pre-

19.9 Duty Leave

19.9.1 Purpose

Duty leave may be granted to an instructional staff by the Board for the purpose of short-term, temporary absence from the regular duty and place of employment. Duty leave will not be granted or paid outside of the normal working calendar of an instructional staff, nor on weekends. Should an instructional staff participate in work-related duty leave that includes times and/or days outside of the normal calendar/workday, such time shall be unpaid.

19.9.2 Requests for Leave

Instructional staff applying for duty leave must file a complete application and submit it in a timely fashion to the principal who shall recommend approval or denial of such leave to the Superintendent. The Superintendent shall approve or deny the request. If the Superintendent denies the request, the instructional staff may appeal to the Board.

19.9.3 Pay

Instructional staff on duty leave shall receive a regular daily rate of pay. Expenses may or may not be paid at the discretion of the Board. Duty leave shall not be subtracted from sick leave.

19.9.4 Confirmation

Instructional staff who receive duty leave shall, if asked, be required to submit detailed information as to the nature and purpose of the leave and subsequently what educational activity took place that was of direct benefit to the Charlotte County Schools as well as how that benefit will result in improved program implementation in the Charlotte County Schools. Valid duty leave reasons include workshops, study courses, school surveys, and, in some instances, professional meetings.

19.10.4 No Accrual

Judicial leave shall not be accruable to instructional staff.

19.11 Insurance

Instructional staff granted a leave of absence as provided herein shall be entitled to the opportunity to continue insurance coverage in existing school programs during the leave, provided that the premiums for such insurance coverage shall be paid by the instructional staff according to procedures developed by the Board.

19.13 Replacement Instructional Staff

The instructional staff replacing a professional service contract instructional staff who is on leave of absence longer than ten (10) weeks shall be informed in writing that the instructional staff on leave shall return to previous position if no other like vacancy exists and if notice has been given by the returning instructional staff as provided above. All parties involved will be informed in writing accordingly when leave begins and the replacement is hired. The replacement instructional staff assignment shall be considered permanent pending satisfactory performance unless there is no vacancy in a like position for the returning instructional staff. In that event the replacement instructional staff shall forfeit the position.

19.14 Intent of Employees on Leave Longer than Ten Weeks

Instructional staff on leave for longer than ten (10) weeks shall be contacted by the School Board through certified mail no later than March 15 as to their intent to return for the next school year. Instructional staff who do not respond by April 15 shall be considered to have resigned. Instructional staff on leave shall be responsible for ensuring that the School Board has a correct address. The Superintendent shall make exceptions only of serious extenuating circumstances.

19.15 Sick Leave Bank

The Sick Leave Bank, School Board Policy 3420.01 shall not be changed without prior notice to the Association and negotiation of the impact of any changes.

Multiple-School Assignment

Instructional staff who are assigned to more than one (1) school per day shall be reimbursed for the mileage driven between schools for actual miles driven. Such mileage reimbursement will not include routine travel to and from the assigned school and the instructional staff's residence. Instructional staff shall also be reimbursed for mileage when attending in-service training or when assigned to temporary duty elsewhere.

Per-Diem Rates

Pay for out-of-county meals is as follows:

- Breakfast - $11.00
- Lunch - $14.00
- Dinner - $21.00.

When traveling overnight an instructional staff may elect to receive a per diem rate of $80.00 or if actual expenses exceed $80.00, the amounts for meals, plus actual expenses for lodging at a single occupancy rate must be substantiated.

20.11 Number of Paychecks

Beginning on July 1, 2023, annual salary will be divided into twenty-four (24) equal paychecks.

20.12 Payday

Payday will be the 7th and the 22nd day of each month. o7-7.53 (0)10.6 (2)w(bx p)5.2 (e)-ymm o7-6.6 (n)23 (t)7h6 (n)2.9 (. H6 (m)49 (o7-6w[(f)7.6 (e)v(ex4)5.2 (e)-

The Director of Professional Learning or designee shall have the final authority to approve or disapprove any request made under this program. Disapproval, if made, shall not be arbitrary or capricious. Disapproval may not be grieved under the grievance procedure.

20.17 Extra Days of Employment

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ARTICLE XXI – INSURANCE

21.1 Group Health Insurance

For the term on the contract the Board shall contribute toward the cost of group health insurance, as negotiated annually, for all permanent, regular, (non-substitutes) employees.

21.1.1 Grandfathering of Board Contribution

Any current employee (hired prior to June 30, 2019) shall receive no less than the Board contribution toward the health insurance plan as follows, and further retains the rights to switch to a different dependent or employee-only plan as familial changes require with the Board providing no less than the respective amount for the plan, and/or as determined by the employee's contracted hours of work. This provision grandfathering the Board's share for the grandfathered Board contribution shall remain effective for the employee's remaining career in the Board, and shall apply to any current employee (hired prior to June 30, 2019) who previously "opted-out" of the Board insurance but who loses the alternative health insurance coverage (see 21.3.3 Revocation of Opt-out). Any Board contribution overage may be placed in the employee's HSA.

For grandfathered employees (hired before July 1, 2019), the monthly Board share shall be:

$600.00 Monthly – Employee Only
$749. 80 Monthly – Employee/Spouse
$753.72 Employee/Child(ren)
$804.92 Employee/Family

21.1.2 No Cost Premium to the Employee

For the 2025 plan year, the Board shall provide an HDHP plan that has a premium cost for employee-only coverage that does not exceed the board contribution rate.

21.2 Life Insurance and Long-Term Disability

For the term of the contract, the Board shall provide each permanent, regular (non-substitute) employee a fifty-thousand-dollar ($50,000) term life insurance policy and Long-term Disability coverage. Any reductions in coverage based on age shall be in accordance with ADEA.

21.3 Insurance Opt-Out

The Board shall contribute an annually-negotiated amount to employees who opt out of group health insurance.

21.3.1 Eligibility

An employee may elect to "Opt-out" of the district health insurance under the options listed below and in accordance with IRS rules.

21.7.2 Deductible

Employee is responsible for all out-of-pocket costs until deductible is met (includes doctor visits and prescription costs).

21.7.3 Supplemental Coverages

Additionally, the Board will offer secondary medical plans to the high deductible plans providing supplemental coverage medical plan (hospital indemnity, critical illness, accident). Such coverage shall be available through payroll deduction, and are fully funded by the employee.

21.8 Board Contribution to Group Health Insurance

The Board shall contribute to employee group health insurance coverage at a rate of $600.00 per month.

21.9 Benefit Enrollment

The employee's responsibility is to participate in Open Enrollment Process annually. The new Employees' responsibility is to participate in Enrollment upon hire. The Board will provide clear and timely communication about the Open Enrollment Process. Should an employee fail to complete his/her individual Enrollment, including failing to provide any final signatures or required documents, may result in the Board reverting the employee's elections to employee-only coverage at the highest deductible offered, and eliminating all optional coverage options. Requests for changes outside of the Open Enrollment window will not be honored. Any mistakes made by the employee during Enrollment are the sole responsibility of the employee. Employees are encouraged to seek assistance and information regarding plan details before and during insurance election. Employees will be provided with an opportunity to review their insurance election prior to December 15 of the ensuing plan year.

New employees must complete all benefits enrollment prior to the fifteenth (15th) day of the month prior to the date of benefits eligibility. A failure to complete benefits Enrollment by this deadline, including failing to provide any final signatures or required documents, may result in the Board reverting the employee's elections to employee-only coverage at the highest deductible offered, and eliminating all optional coverage options.

ARTICLE XXII – EMPLOYEE RIGHTS AND RESPONSIBILITIES

22.1 Rights

22.1.1 Membership

Membership of an instructional staff in any employee organization shall be entirely voluntary, and there shall be no discrimination by either the Board or the Association against any employee because of membership or non-membership.

22.1.2 Privacy

Private and personal life of an employee is not the appropriate concern of the Board except to the extent it may interfere with the responsibilities and effectiveness with students, parents, and/or a school.

22.1.7 Facilities

Faculty work areas and rest room facilities will be provided for the use of employees.
Reasonable effort will be made to provide each teacher with a permanent classroom or classrooms appropriate for the subject assigned to teach.

22.1.8 Interruptions

It is necessary for interruptions to be made from time to time during the instructional periods for the efficient operation of the school. Principals will be advised to keep interruptions from maintenance, custodial services, and intercom announcements to a minimum.

22.1.9 Fund Raising Activities

Charity drives and fund-raising activities conducted among students and employees should be held to a minimum. The building staff may review requests for charity drives and fund-raising activities and may advise the principal concerning such requests during a meeting prior to the time the principal approves or denies the request. The principal will notify the employees of all approved charity drives and fund-raising activities.

22.1.10 Parking

Parking areas shall be designated for employee use.

22.1.11 Access to Buildings

When school is not in session, instructional staff may be given access to their building with the approval of the principal. p shall check in at the front office upon arriving at the school. Unauthorized visitors may not be on campus; in the event visitors accompany the instructional staff and are authorized for access, the instructional staff is responsible for any actions of the visitor.

22.1.12 Professional Learning/Inservice Education

The Association and the Board agree that Professional Learning (PL) effectiveness is predicated upon: early communication of available courses/trainings, flexibility of principals to allow instructional staff to select courses/training most appropriate for individual teaching assignments, and instructional staff input regarding desir.4 (u)2.3 (n)2.rdinme2.3 (d)2.3 (iv)-53 (ap)2p (e)-3 4(e)-6 (d)-0A01 Tc 0.3 (g)2.6 Tc 0 T (i)-3.52.3 (-0..6

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shall render a determination in writing as to whether the appeal will be upheld or denied. The HR Administrator shall notify the Association President in advance of informing the

22.2.5 Evening Meetings

Instructional staff attendance at school-

Omission of Steps
The concept of progressive discipline does not prevent the omission of one or more of the steps if immediate and/or stronger action is necessary.

22.3.2 Private Discipline

22.4 Complaint Process

No complaint or reprimand shall be placed in an instructional staff's personnel file unless an investigation ensues and the complaint is substantiated. Instructional staff

24.5 Delay of Letters of Reprimand

Letter of reprimand and written allegations shall be placed in a separate grievance file until the grievance timelines have expired or the grievance procedure is exhausted.

24.6 Reprisal

Neither the Board nor the Association shall take any reprisal against any grievant for filing, failure to file, or withdrawing a grievance at any time.

24.7 Filing

Grievances must be filed by a grievant on the Grievance form within thirty (30) calendar days of the date on which the grievant knew, or should have known, of the action, or lack of action, that is the basis for the grievance. Grievance forms must be fully completed and filed with the principal or immediate supervisor who has authority to resolve the grievance. Grievances will not be prepared or processed by grievant during working hours except with the consent of the principal or Superintendent.

24.8 Meetings

At the request of either party at any level, both parties shall meet in an effort to resolve the grievance.

24.9 Procedure

Grievances that comply with the foregoing requirements shall be processed according to the following procedures.

24.9.1 Informal Level

Before a dispute enters Level One, the grievant shall have thirty (30) calendar days from the time of the e4

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ARTICLE XXVI – INSTRUCTIONAL LEADER DIFFERENTIATED PAY

26.1 Appointment

In order to be eligible for the negotiated supplement rate of Instructional leader, the selected instructional staff

ARTICLE XXVII – FORMS

The parties shall create and provide the necessary forms to implement the contract. Such forms shall be consistent with the meaning or application of the provisions of the contract. When possible and practical, forms will be created, distributed, and executed, electronically, to reduce waste and cost.

ARTICLE XXVIII –

ARTICLE XXIX – NO STRIKE CLAUSE

Differences between the Board and the Association shall be resolved by peaceful and appropriate means without interruption of the school program. The Association will not condone, aid, or abet (directly or indirectly) any strikes, work stoppages, slowdown, or any other concerted refusal to perform work by the employees covered by this contract during the term of this contract. Upon notification from the Board of any unauthorized work stoppage, the Association shall make public that is does not endorse work stoppage and will use its best efforts to end any unauthorized work stoppage. Such action by the Association shall be full performance of its obligation under this paragraph and shall free it from any further liability hereunder.

ARTICLE XXXI – PRINTING AND DISTRIBUTION OF THE CONTRACT

The most recent version of the Associ 695.28 Tm[(AR)1.2 (T)5.1 (I)0.6 (CL)2.6 (E)1.58 (a)4.7 (4)1.9 695.06 Tw 2.663 0 Td[(

ARTICLE XXXII – SAFETY

32.1 Employee Obligations

All instructional staff shall exercise care and caution in the performance of their duties and shall not act

ARTICLE XXXIII– SEVERABILITY

If any provision of this contract is rendered illegal, unenforceable, or invalid by a decision of a court or of the Public Employees Relations Commission or if any provision of this contract is in conflict with any law presently existing or hereafter enacted, such provision shall be deleted. The Board and the Association will attempt to resolve all identified conflicts within 90 (ninety) calendar days of their identification. The remainder of the contract shall not be affected but shall remain in full force and effect. The parties will meet at the request of either of them in order to negotiate any changes made necessary by the decisions or legislation referenced above.

ARTICLE XXXIV – ZIPPER CLAUSE

The Board and the Association acknowledge that during the negotiations which resulted in this contract each had the right and opportunity to make proposals with respect to salaries, hours and terms and

ARTICLE XXXV – TERM OF CONTRACT

The parties agree to the contract contained herein for the period July 1, 2024 through June 30, 2027.

Printed Name

Printed Name

APPENDIX A - PRINCIPLES OF PROFESSIONAL CONDUCT FOR THE EDUCATION PROFESSION IN FLORIDA

(1) Florida educators shall be guided by the following ethical principles:

adopted in Rule 6A-1.09401, F.A.C., or is part of a reproductive health course or health lesson for which a student's parent has the option to have his or her student not attend.

8. Shall not intentionally violate or deny a student's legal rights.

9. Shall not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being unless the individual reasonably believes that disclosure would result in abuse, abandonment, or neglect as defined in Section 39.01, F.S.

10. Shall not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or

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15. Shall seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education Rules as defined in Section 1012.795(1), F.S.

16. Shall comply with the conditions of an order of the Education Practices Commission imposing

APPENDIX B – TEACHER BILL OF RIGHTS

CHAPTER 1015
TEACHERS' BILL OF RIGHTS

1015.01 Short title.
1015.02 Legislative findings.
1015.03 Rights of employment.
1015.04 Right to continuing education.
1015.05 Right to control the classroom.
1015.06 Right to direct classroom instruction.

1015.01 Short title.—This section and ss. 1015.02-1015.06 may be cited as the "Teachers' Bill of Rights."

History.—s. 11, ch. 2023-38.

1015.02 Legislative findings.—The Legislature finds that education is critically important in the development of children in this state. The Legislature additionally recognizes the supreme importance of having high-quality teachers in the classroom. Further, the Legislature finds it is necessary to establish a clear set of rights for teachers regarding thlea1hr p1f ri.5 (o)-3 (s)-1.3 (s)-1.3 (ar)0.6 (o)-6.6 (n)2.3 (all a)-6.6 (f rig)2.6 (h)2.

History.—s. 11, ch. 2023-38.

1015.23

(1) In accordance with state board rules and general law, a teacher has the authority to control and discipline students in his or her classroom and in other places in which the teacher is assigned to be in charge of students. Pursuant to s. 1003.32 and in order to provide an orderly and safe learning environment for students, a teacher may:

(a) Establish classroom rules of conduct.

(b) Establish and implement consequences, which are designed to change behavior, for infractions of classroom rules of conduct.

(c) Have disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students removed from the classroom for behavior management intervention.

APPENDIX C – IEST

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