

Official
Agreement between
**SEMINOLE EDUCATION
ASSOCIATION, Inc.**
and
**THE SCHOOL BOARD
of SEMINOLE COUNTY
Sanford, Florida**

August 15, 1990 - June 30, 1993



6-93

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Nancy Warren, Vice Chairman
Larry Betsinger, Member
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Ted Barker, Principal, Greenwood Lakes Middle School
Darvin Boothe, Principal, Lake Brantley High School
James Neville, Principal, Spring Lake Elementary School
Phyllis Everett, Labor Relations Specialist

SEMINOLE EDUCATION ASSOCIATION NEGOTIATIONS TEAM

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Helene Samango, UniServ Director

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Terry Thompson, Lake Mary High School
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OFFICIAL

AGREEMENT

BETWEEN THE

SEMINOLE EDUCATION ASSOCIATION, INC.

AND THE

SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA

AUGUST 15, 1990 - JUNE 30, 1993

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PREAMBLE

The School Board of Seminole County, Florida hereinafter referred to as the "Board", and Seminole Education Association, hereinafter referred to as the "Association", confirm that:

WHEREAS, the bargaining agent for the Association and the chief executive officer of the Board have agreed to bargain collectively, and in good faith, in the determination of the wages, hours and terms and conditions of employment of the public employees within the bargaining unit, and now, having reached agreement on all such matters, desire to execute this contract covering such agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining agent for all certified personnel whether on active status or on leave as certified by the Florida Public Employees Relations Commission Order Number 8H-RA-754-1001, as subsequently amended by PERC.

The bargaining unit shall include the following employees who are certified or awaiting certification:

Classroom Teachers
Homebound Teachers
Part-Time Teachers
Psychometrists I
Psychometrists II
Chairman, in area of Art, Music,
Home Economics
Itinerant Teachers
D.C.T., D.E., C.B.E. Teachers
Technical Industrial, Work Experience and
Designated Home Economics Teachers
Agriculture Teacher
Curriculum & Subject Area Representatives
Guidance Counselors
School Industry Coordinator
School Social Worker I
School Social Worker II
Social Educators
Exceptional Child Teachers
Librarians (Media Specialists)
Job Entry Coordinators
Registrars
Deans
School Psychologists
Health Educators
Attendance Officers
Occupational Specialists
Attendance Assistance (Social Worker II)

ARTICLE II DEFINITIONS

Terms used in this Agreement shall be defined as follows:

Administrative Rules--That body of regulations adopted by the Florida State Board of Education to clarify and implement state statutes which relate to education in the State of Florida.

Agreement--The document which delineates the items and terms which were mutually agreed to as the result of collective bargaining.

Appendices--Supplemental materials which are part of any article which refers to them.

Bargaining Agent--The employee organization which has been certified by the Public Employee Relations Commission as representing the employees in the bargaining unit as provided in F.S. 447.

Bargaining Unit--That group of personnel so defined in Article I, Recognition.

Certified Personnel--Those granted a license to teach by the Florida State Department of Education.

Certification of Bargaining Agent--Refers to the designation by PERC of an employee organization as the exclusive representative of the employees in an appropriate bargaining unit.

Emergency - An emergency is a sudden or unexpected occurrence or combination of occurrences demanding prompt or immediate action.

Fiscal Year--July 1 of one year through June 30 of the following year.

PERC--The Public Employees Relations Commission created by Chapter 447, Florida Statutes.

Student Contact Time--That time when teachers are assigned control of students.

Teacher--When used in this Agreement shall refer to all certificated personnel represented by the Association in the bargaining unit.

Work Center--The place an employee normally reports for work.

Working Hours--Those specified hours when employees are expected to be present and performing duties allowable under the law and not in conflict with this Agreement. This does not include lunch break.

ARTICLE III ACADEMIC FREEDOM

A. The Board and the Association agree that effective teaching is best promoted when each teacher is free to pursue in his/her class the most effective teaching possible within the accepted and established educational program of

the district. Therefore, it is the mutual desire of the Board and of the teachers to create and maintain in the school system a climate in which teachers are free to teach and students are free to learn at their levels of comprehension; a climate conducive to open inquiry and responsible discussion of topics related to the development of mankind ethically, culturally and physically.

B. The principle of academic freedom implies that a teacher must teach with an understanding and respect for the individuality of each pupil.

C. The teacher is entitled to freedom in the classroom in discussing his/her subject. In order to assure the general continuity, scope, and sequence of the established curriculum within the concept of academic freedom, the teacher shall conduct instructional programs in a manner consistent with the objectives of the course.

D. It is recognized that controversial issues arise from conflicts within the interest, beliefs or affiliations of large groups of our citizens. When controversial subjects arise in the classroom, the teacher shall exercise extraordinary care in engaging in discussion of these subjects. Before allowing or engaging in discussion of these subjects, the teacher shall be certain he/she has sufficient background in the area proposed for discussion.

ARTICLE IV
ASSOCIATION AND TEACHER RIGHTS
AND RESPONSIBILITIES

A. The Board hereby agrees that every employee within the bargaining unit shall have the right freely to organize, join, and support the Association for the purpose of Collective Bargaining. As a duly elected body exercising governmental power under color of law of the State of Florida the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of rights conferred by this agreement, the Laws of Florida, or the Constitutions of Florida and the United States; that it will not discriminate against any teacher with respect to wages, hours, terms and conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective bargaining with the Board, any grievance, complaint or proceeding under this agreement.

B. The provisions of this Agreement shall be applied without regard to race, creed, color, religion, national origin, age, sex, marital status or handicap. Membership in the Association shall not be denied to any teacher because of race, creed, color, religion, national origin, age, sex, marital status or handicap.

C. Building Committee

1. The teachers will have a building committee in each school which will consist of the following:

a. The Association faculty representative,
and

b. Three to five teachers nominated in a
general faculty meeting and elected by a
secret ballot vote of all the teachers of the
faculty.

2. At the first possible time during pre-
planning, the faculty representatives will
conduct the above election of the additional
committee members.

3. The committee will develop guidelines
and procedures for the operation of such
committee.

4. The committee will meet as needed but
not less frequently than monthly with the
principal to make suggestions related but
not limited to the interpretation and appli-
cation of this agreement. These meetings
and suggestions will not bypass the negotia-
tions or grievance procedures.

5. Written reports of such suggestions may
be submitted to the superintendent and the
Association President.

D. The Superintendent and/or his/her designee(s)
and representatives of the Association shall
meet on at least a monthly basis regarding
concerns of either or both parties. These meet-
ings will not bypass the negotiation process or
grievance procedure.

E. Membership Dues Deduction

1. Any teacher, who is a member of the Association or who has applied for membership, may sign and deliver to the District Administration via the Association an assignment card authorizing payroll deduction of uniform membership dues and political action contributions as established by the Association. Such authorization shall continue in effect unless revoked at the teacher's request upon thirty (30) days written notice to the Administration and the Association, or upon termination of employment or death of teacher.
2. The Board is expressly prohibited from any involvement in the collection of fines, penalties or special assessments.
3. Each fiscal year the Association will certify to the District Administration, in writing, the amount of membership dues to be deducted.
4. The District Administration shall deduct such sum as authorized in twenty (20) equal standard payments from the employees regular salary checks beginning with the second check.
5. Payroll deductions shall be made no later than the second paycheck after authorization has been received by the Payroll Department.

6. The deductions shall be remitted no less frequently than semi-monthly to the Association.

7. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purposes of reliance of any lists, notice or assignment furnished by the Association as it applies to this section.

F. Use of Facilities

1. The Association's Building Unit may be permitted use of its school's facilities for the purpose of conducting professional meetings. Such meetings shall be arranged in advance with the principal of the school and permission shall not be unreasonably denied.

2. The Association's faculty representative and/or his/her designee shall be entitled to hold an association meeting not to exceed sixty (60) minutes for the purpose of contract familiarization for ratification before, during or after the teacher duty day except during student contact time or during a period of assigned duty. A second meeting may be held later in the school year for the specific purpose of presenting the joint legislative positions of the Board and the Association for the forthcoming legislative sessions. Attendance at such meeting shall be voluntary. No meeting shall be scheduled without prior approval of school administration.

3. The Association, with the principal's consent, shall be permitted to use the school buildings for the purpose of holding Association meetings which include teachers other than those on the school staff, provided the Association bears the cost of janitorial services or damage due to negligence of the Association.

G. The president of the Association representing the bargaining unit may be granted personal leave for one (1) year, without pay, during his/her term of office. Upon his/her return, he/she shall be assigned to the same position which he/she held at the time said leave commenced, or to an equivalent position, if in existence. If the president does not request such leave of absence, his/her teaching schedule, when possible, shall be arranged that his/her planning period will be the last period of the day, so that he/she will be able, at the discretion of the principal, to leave the school to fulfill his/her obligations in the maintenance of this contract. Further, such visits to the school centers shall not interfere with either the teaching duties or the instructional program as determined by the principal of that school. Such determination shall be grievable. The Association president will notify the administration of the school center at the beginning of his/her visit.

H. The Association shall be given a place on the agenda at the beginning of any large group staff development meeting occurring on the pre-school in-service day for the purpose of welcoming the teachers back for the new school year.

I. The rights and privileges of the bargaining unit, acting as the representatives of the teachers, as set forth in this contract shall be granted only to the said unit for the duration of this agreement.

J. Duly authorized representatives of the Association shall be permitted to transact official Association business for the maintenance of this contract, on school property, provided that this shall not interfere with or disrupt normal school operations. Duly authorized representatives of the Association shall be permitted to meet with members of the bargaining unit, on school property, during duty free lunch. The standard procedure for Association building visitations shall be notification of the administration by the Association representative(s) prior to his/her arrival and such visitation shall proceed upon mutual agreement between the administration and the Association representatives.

K. The Board agrees to furnish the Association, in response to reasonable request, at cost, available information concerning the financial resources and conditions of the school district. Consideration and assistance will be given in providing information to the Association.

L. When the Association requests at least eight (8) days in advance of a stated meeting, an item(s) which it desires to be brought to the Board for consideration, such item(s) shall be placed on the agenda so as to be considered by the Board as early as possible during the proceedings of that meeting. Two (2) copies of the agenda shall be mailed to the S.E.A. office seventy-two (72) hours prior to each meeting.

M. An Association faculty representative shall be invited to make announcements at each building faculty meeting. The Tuesday of each month preceding the S.E.A. Representative Assembly shall be set aside for the S.E.A. faculty meeting, if needed, provided it does not interfere with the normal operation of the school. Scheduling for these meetings shall be discussed with the building principal. Attendance at any S.E.A. faculty meeting shall be strictly voluntary. The S.E.A. faculty representative or his/her designee shall chair this meeting.

N. Any involvement of the School Board into the private and personal life of an employee shall be of no concern of the Board unless there is evidence that such activities affect the job performance of the teacher. Any disciplinary action taken by the Board as a result of the above shall be consistent with Florida State Statutes.

ARTICLE V CLASS SIZES, TEACHING LOADS AND ASSIGNMENTS

A. To produce optimal results for both pupils and teachers, the classes should be appropriate to the intellectual/emotional needs of pupils, the skills of teachers, the type of learning desired and the nature of the subject matter. In making staffing pattern decisions, the administration shall give careful consideration to these factors, to the views of the faculty and the F.T.E. funds available for a particular school.

The Board and the Association agree that every effort will be made to keep class size at an acceptable level district-wide noted below:

K-3	25
4-6	30
Middle	30
High	30

Grievances filed on this matter shall not be grievable beyond Step II of the grievance procedure.

B. Class composition regarding grouping will be determined in each school by the administration with input, when provided, from teachers and/or guidance counselors.

C. No teacher will be regularly assigned to teach for more than four (4) consecutive teaching periods for secondary school or half ($\frac{1}{2}$) the teaching day for elementary schools without at least a ten (10) minute break (without students). A planning period, or duty-free lunch shall be considered a break.

D. Every effort will be made not to assign teachers outside the scope of his/her teaching certificate of his/her major or minor field of study. When the principal deems it necessary to make an out-of-field assignment, no teacher will be required to accept such an assignment until the principal has first sought a volunteer from within the school and same would be acceptable to the principal. Such out-of-field assignment shall not result in an unfavorable evaluation due to the teacher's level of knowledge of content area.

E. Changes in assignment shall not be made without prior discussion with the affected teacher. If the change encompasses a fifty percent (50%) or greater change in the teacher's schedule, then the employee will be given one paid day for additional preparation.

F. New approaches in staffing and scheduling that involve the length and/or number of class periods taught and/or the number of students in a given class will be determined in each school by the administration with input, when provided, from the professional staff affected.

G. In the event a teacher's teaching assignment for the ensuing school year will be changed and the teacher has been re-appointed by the Board and has accepted re-appointment, the teacher will be notified of the change prior to the end of post-school. In the event a change is necessary after post-school but prior to the first day of pre-school of the following school year, the teacher will be notified as soon as practicable.

ARTICLE VI COMMUNICATIONS

A. The Association shall have use of the school system mail service, including teacher mail boxes, for communication to teachers with the following stipulations:

1. The Association will furnish and use their own courier envelopes.

2. Materials sent shall not be derogatory against the system, the Board, or the administration.

3. a. The Superintendent and Chief Negotiator will receive a copy of any distribution made to a majority of teachers or group of teachers.

b. The principal or cost center supervisor will receive a copy of any distribution made to a majority of teachers within the building or cost center.

4. No material shall be sent through the courier, placed in mail boxes or posted on teacher bulletin boards which may be construed to be political in nature such as: campaign literature; partisan positions; bumper stickers; candidate cards and flyers; political announcements and endorsements, etc. Legislative issues pending before the State Legislature and/or U. S. Congress shall be exempt from this position.

5. Violation of any of the above items may cost the Association its use of the courier system for the remainder of the contract. In the event the Superintendent determines there may have been a violation, the Association shall be notified and given ten (10) days in which to respond.

B. The Association Office shall be a stop on the regular school system courier delivery route for a daily pick-up of pre-sorted, non-district-wide items and delivery of Association communication subject to the normal rules which apply to other work locations.

C. The Association shall be given access to a bulletin board, or a portion of one for its exclusive use in the faculty lounge or other areas frequented by teachers.

ARTICLE VII COMPENSATION AND EXPENSES

A. Salary schedule for teachers is listed in Appendix C. Salary differentials other than those listed in Appendix C shall be found in Appendix B.

B. Summer school teachers, teachers as advisors in Summer In-service activity, Youth Conservation Corps Program teachers and teachers employed on extended contract will be paid on an hourly rate, exclusive of supplemental pay, based upon preceding year's contractual status times the number of hours and days they work.

C. Supplementary pay positions shall be those as set forth in Appendix B of this agreement. All supplements will be paid in accordance to provisions set forth in Appendix B.

D. Teachers on ten (10) month contract (196 days) shall have the option of receiving their salaries in twenty-one (21) or twenty-six (26) equal installments with these stipulations:

1. Teachers who were not on the payroll during 1989-90 school year will be placed on the twenty-one (21) equal installment pay plan unless he/she notifies payroll in writing prior to the end of the third day of pre-school that he/she opts to be placed on the twenty-six (26) equal installment pay plan.

2. Teachers who were on the payroll during the 1989-90 school year may change their previous option provided he/she notifies payroll, in writing prior to the end of the third day of pre-school, of the option desired for the school year.

3. The determination of the number of checks shall continue in effect unless changed on the first pre-list of the ensuing year (s).

4. Installments shall be payable in accordance with the Pay Date Schedule listed in Appendix E.

5. Payroll shall be distributed every other Friday. In the event that a pay day is not a regular work day, pay checks shall be issued on the last work day prior to the scheduled pay day.

6. Summer school teachers and others employed beyond one hundred ninety-six (196) days shall receive their salaries at regular bi-weekly intervals as adopted by the Payroll Department.

E. Any teacher hired or transferred to another cost center after the end of pre-planning shall be given at least one paid day to be used for preparation prior to assuming a teaching load.

F. A teacher who is not provided with an automobile and who is authorized to use his/her automobile in pursuance of assigned teaching duties and/or non-curricular duties, shall be reimbursed at the rate allotted state employees in accordance with Florida Statute 112. The Board shall not require teachers to transport students in their own automobiles on school-related activities.

G. Regular deductions from the employee's compensation, in amounts as close to equal as possible, shall be deducted from each installment.

H. Vocational Teachers

Credit shall be given for verified work related experience for pay purposes in the same amount as required for certification in that subject area taught by the teacher. Up to four (4) years additional work related experience shall be granted upon proper verification.

I. Effective 1968-1969 school year, one (1) year of teaching service credit is granted for each year of verified service in a school or college in which a degree or certification is required and is approved, certified, or regulated by a state or a regional accreditation agency. Credit shall not be granted for less than one half of a contractual school year. The maximum teaching service credit which may be brought into the county is sixteen (16) years.

J. Up to two (2) years of service credit shall be granted for verified military service, prior to the expiration of the Selective Service Act, provided such service interrupted teaching or prevented the teacher from beginning teaching after having completed teacher training.

K. (1) In the event of a payroll error resulting in an underpayment to a teacher, the teacher shall be properly compensated retroactively. The retroactive period for back pay shall include the current year and up to a maximum of four (4) previous years. The teacher shall receive the appropriate back pay, once this is brought to the attention of the Payroll Department and the error is verified, at the end of the next payroll period.

(2) In the event of a payroll error resulting in an overpayment to a teacher, the teacher shall be notified in writing of such overpayment, noting the amount overpaid with an appropriate explanation. Repayment to the district shall be in a manner jointly agreed to by the Payroll Department and the employee, provided the total amount is repaid within a period of time not to exceed the length of time for which the overpayment was received. Repayment will be required for the period including the current year and up to a maximum of four (4) previous fiscal years.

(3) Beginning with fiscal year 1990-91, the annual gross salary and each supplement gross amount will be listed separately on each paycheck in addition to the listing of the total gross and net.

L. Each teacher employed in the following area of additional assignment will be paid as follows:

1. Curriculum Revision - he/she will be paid at the rate of fifteen dollars (\$15.00) per hour for days worked.

2. Summer In-Service Institute Trainee - he/she will be paid an hourly rate based upon the preceding year's contractual status, with twelve dollars (\$12.00) per hour maximum times the hours worked not to exceed hours specified in the Department of Education approval.

3. Summer In-Service Institute Instructor - he/she will be paid an hourly rate based upon the preceding year's contractual status, times the number of hours and days worked.

M. Any action to change a teacher from either continuing contract or professional service contract to annual contract shall not result in any reduction of compensation. Teachers employed in Seminole County subsequent to August 20, 1984 who have held a CC or PSC in another Florida County will be placed on the appropriate CC/PSC or CC-10/PSC-10 salary column based on verified experience, for pay purposes only.

N. Advanced Degrees

Salary adjustments shall be made for completion of advanced degrees earned during the school year upon receipt of the verification of the higher degree and proof of application to the Department of Education for upgrade of certificate. The effective date of adjustment shall be the completion date of said advanced degree.

O. Calculation and Payment of Compensation

1. The annual salary as prescribed herein shall constitute the annual rate of pay for each position. The amount of compensation due for each pay period shall be determined by dividing such annual rate by the number of pay checks selected by the employee for the work year. Such amount shall represent the entitlement of the employee at the end of each pay period, provided the employee has been on duty or on eligible paid leave during each work day in the pay period.

2. In the event an employee should terminate during the contract year or take leave of absence prior to and including up to completion of his/her contract; or begin employment later than the first day required for the particular position, the employee will be paid to contract by multiplying the daily rate of pay, as determined pursuant to "3" below, by the sum of the actual number of days for which the employee was on duty or on eligible paid leave.

3. In the event the employee has not been on duty or on paid leave for one (1) or more days, or fraction thereof, in the pay period, the compensation for that pay period shall be reduced for each day not worked or fraction thereof on the basis of a daily rate determined by dividing the annual rate of pay by the sum of the number of actual work days and paid holidays during the work year.

4. Fiscal year end calculation - upon activation of the TERMS System and thereafter, the Finance Department will activate a computer program that will calculate an employee's fiscal year payoff insuring that each employee is paid to their exact contract amount in their last regularly scheduled pay check for the fiscal year.

P. High School Seventh Class Period Day

A high school teacher who regularly teaches a sixth (6th) class period or the weekly equivalent thereof, will be compensated on the teacher's hourly rate, exclusive of other supplemental pay for as long as the particular sixth (6th) period exists.

**ARTICLE VIII
CONTRACT STATUS**

A. Annual Contract Teachers

1. A teacher is an annual contract teacher until such time as he/she obtains continuing contract or professional service contract in the school district. Teachers employed on an annual contract basis are considered to be on a probationary status.

2. It is expressly understood and agreed that neither the annual contract teacher nor the School Board owes any further contractual obligation to each other after the termination date specified in the individual teacher's contract regardless of the effectiveness or quality of a teacher's performance.

3. In the event an annual contract teacher whose annual assessment is "at expectation" and is not recommended for renewal by his/her principal, the teacher will be given a list of vacancies existing in the system by May 10.

4. Prior to the last day of teacher attendance no teacher from outside the system will be employed until the annual contract teacher has been given an opportunity to apply for the desired vacancy (ies), provided there are annual contract teachers who meet qualifications and requirements for the vacant position(s).

B. Dismissal of an annual contract teacher within the contract period must be for good and sufficient reasons.

C. Teachers on annual contract will be notified by the principals of the respective schools on or before April 15 if they will or will not be recommended for a contract for the ensuing school year. Any annual contract teacher who received notice that he/she will not be re-employed for the following year shall have the right to a conference on this decision with the principal. Following this conference, a teacher may request a conference with the superintendent. The teacher shall have the right of representation during such conference.

D. If dismissal as referred to in "B" is not sustained the teacher shall be immediately reinstated and his/her back salary shall be paid.

E. Any dismissal or disciplinary action for continuing contract teachers or professional service contract teachers shall be for just cause in compliance with Florida Statutes.

F. Intent-to-return forms for the purpose of accepting re-appointment for the following school year shall be signed by the teachers not later than three (3) weeks prior to the end of post-school planning.

ARTICLE IX CURRICULUM AND INSTRUCTION

A. The Board shall determine the need and economic feasibility of providing a staff library in each school.

B. Before any formal Board consideration of extended school year plans, a joint committee composed of Board representatives and Association representatives, shall be established to study such plans. The committee shall present a recommendation to the superintendent for his consideration.

C. Teachers shall have responsibility to determine grades and students' promotion in accordance with County policy. When feasible, an administrative change in a grade or promotion shall not be made without prior consultation with the teacher. Whenever possible, a written copy of the grade/promotion change shall be given to the teacher to relieve the teacher of the responsibility of said grade/promotional change.

D. The superintendent has the responsibility for designating Curriculum Study Committees and the Association may submit names to the superintendent for consideration of assignment to the study committees.

ARTICLE X DAYS AND HOURS

A. The Board will determine the opening date of school and the 180 pupil attendance days after giving the Association an opportunity to present its recommendations at the first Board meeting in February. Negotiations on the remainder of the calendar shall begin at the earliest mutually agreed upon time thereafter.

B. 1. The Board and the Association will establish within the school calendar a minimum of two (2) days to be used as pupil/teacher make-up days in the event it becomes necessary to close school due to emergencies resulting from, but not limited to the following: acts of God, energy crisis, civil disorders or other unforeseen emergencies.

2. The make-up date(s) will be the first established make-up day following the emergency closing.

3. In the event the make-up date(s) is designated during post-school and it does not become necessary to utilize this designated make-up day(s), said day(s) will be considered as a post-school work day.

4. If it becomes necessary to make-up more days than that designated in the school calendar, or day(s) specified have passed, the Superintendent after consultation with the Association will present to the Board the date(s) to be used as additional make-up day(s).

5. The FTP/NEA Representative Assembly day shall be a non-attendance day for students and teachers unless mutually agreed upon to be a make-up day. In such case the Association's representatives to the above convention shall be granted personal leave pursuant to Leaves and Temporary Duty Article.

C. Teachers shall be contracted for 196 days and shall work seven (7) hours per day exclusive of lunch, for 192 days as set forth in the school calendar. Teachers may be required to attend, without additional compensation, two (2) evening assignments involving parents and teachers as designated by the principal.

D. 1. During the regular school year, the regular lunch period for each teacher shall be no less than thirty (30) minutes in each work day, which shall be duty free, except in work centers where lunch is not available on the premises, no less than sixty (60) minutes shall be allowed. In work centers where the program will not permit a minimum thirty (30) minutes duty-free lunch, the teachers' work day shall be reduced by the amount of time lunch is not duty-free.

2. In situations where there is difficulty in providing duty-free lunch the Building Committee and the Principal shall meet to develop a feasible plan acceptable to the Principal in providing a duty-free lunch. If such plan is developed, the Principal and the Building Committee will present the plan for a vote at a May Faculty Meeting. A vote of sixty-five percent (65%) shall be the determining factor for the ensuing year.

E. The beginning and ending of the regular teaching day may be varied to meet local needs.

F. Elementary teachers who are assigned regular classroom instruction upon the commencement of the student day shall be given ten (10) minutes at the beginning of the teacher's day in which no administrative duties will be assigned. The purpose of this time is to set up class, run off materials and help students, etc.

G. Elementary school classroom teachers shall be given no less than forty (40) minutes per day or the weekly equivalent of forty (40) minutes per day for the planning and preparation of classroom work. The forty (40) minutes of scheduled planning time shall be continuous.

H. Secondary school classroom teachers shall be given one (1) period per day of the same length as a regular class period for planning and preparation of classroom work, or shall be given the weekly equivalent of one (1) period per day.

I. General faculty meetings shall be held no more than twice a month, except in cases of emergency and shall not exceed more than forty-five (45) minutes in length beyond the normal work day. Whenever possible, notice and a written agenda will be given to all faculty members at least twenty-four (24) hours prior to said meetings.

J. 1. The administration will endeavor to schedule ESE Staffing/Child Study Team meetings and/or IEP development meetings during the teacher(s) work day. In the event such meetings extend beyond the work day, the principal, may, whenever practicable, provide a shortened duty day at a subsequent date provided it does not require the utilization of a substitute.

2. To compensate teachers who are involved in parent conferences that extend beyond the normal work day, for the 1990-91 school year, teachers shall be given compensatory leave for one (1) day that can be taken during a non-student attendance day except for pre-school days and the last day of post-school. Application for this day shall be made ten (10) days in advance. Such compensatory leave shall be non-cumulative.

K. For high schools, the three exam days at mid-year and at the end of the school year shall be designated as exam/early-release days for students.

ARTICLE XI DISCIPLINE

A. Each individual teacher shall be granted disciplinary authority over every student in his/her classroom in accordance with Florida Statutes and federal law. Disciplinary control of students' conduct in the classroom is the teacher's responsibility.

B. Disruptive Students

Teachers shall make every effort pursuant to school policy and Board regulations to control disruption or misbehavior by a student, then if disruption or misbehavior by the student persists, the teacher shall direct the student to the appropriate administrator on a form furnished to the teachers by the administration. The teacher may request that the student not be returned to that teacher's class until the administrator confers with the teacher. Denial of the request shall be non-grievable. A written explanation of the offense and correction taken by the teacher shall accompany the student to the administrator. The teacher shall receive a written report of the action taken by the administrator on the same form. In the event the administration returns a student to the classroom without taking immediate action, the teacher will be so notified. The administrator will not return a student to the classroom without taking appropriate action in compliance with the District Student Conduct and Discipline Code when the alleged violation would mandate, under the provision of the District Student Conduct and Discipline Code, suspension or referral to the Board for consideration for expulsion.

C. Individual student discipline records shall be maintained by the administrator and the teacher. Such records shall be open for inspection by either party in accordance with Florida Statutes.

ARTICLE XII GRIEVANCE PROCEDURE

A. The term "teacher" as used in this article shall mean one or more teachers.

B. All teachers shall have the right to a fair and equitable grievance procedure.

C. Each teacher has a right to this grievance procedure to be used for the settlement of disputes between the teacher and his/her immediate supervisor involving the interpretation or application of this agreement.

D. Whenever a teacher feels that there is a grievance, every effort should be made to arrive, on an informal basis with the immediate supervisor, at a mutually satisfactory solution to the grievance. When this cannot be done, resort should be to the more formal procedure stated herein in an effort to resolve grievances. Grievances at Step I, and Step II shall be conducted in private. The aggrieved teacher and the administrator shall have the right in such instances to request the presence of a representative. Noth-

ing in this agreement shall be construed to prevent any teacher from presenting at any time his/her grievance in person or by legal counsel as outlined in the Florida Statutes.

Step I

The teacher shall submit to his/her principal or immediate supervisor a signed written statement on an official grievance form of the alleged dispute. Such grievance must be presented within a reasonable time, but in no event longer than fifteen (15) work days after a teacher should have been aware of the act or condition which is the basis of his/her complaint. The principal or immediate supervisor shall have seven (7) work days upon receipt of the grievance to meet with the teacher in an effort to resolve the grievance. The principal or immediate supervisor at the conclusion of the seven (7) work day period shall indicate his/her disposition of the grievance in writing within three (3) work days and shall furnish copies thereof to the teacher.

Step II

If the teacher is not satisfied with the disposition of the grievance at Step I, the teacher may appeal to the superintendent or his designee within five (5) work days after he/she has received the disposition of Step I. Said appeal shall be written on the official grievance form and transmitted to the superintendent or his designee in person or via certified mail, return receipt requested. The superintendent or his designee within ten (10) work days after receipt of appeal,

shall meet and confer with the teacher with a view to arriving at a mutually satisfactory resolution of the grievance. At the conference(s) the teacher and the superintendent or his designee may have his/her representative present. Absence of the Association's representative will not prevent the conference(s) from being held if the Association has been given forty-eight (48) hours prior notice. Notice of the conference shall be given also to the principal or immediate supervisor who rendered the decision at Step I. The principal or immediate supervisor may be present at the conference(s) to state his views. The superintendent or his designee shall communicate his decision together with supporting reasons in writing via certified mail or in person to the teacher within five (5) work days after the conclusion of a ten (10) day period. A return receipt will be required. The principal or immediate supervisor who rendered the decision at Step I shall also receive a copy of the decisions at this step.

Step III

If the Association is not satisfied with the disposition of the grievance at Step II, the Association, within ten (10) work days after receiving the decision of the Superintendent, may submit the grievance to arbitration by so certifying their intentions in writing to the Superintendent via certified mail, return receipt requested. The Association, within ten (10) work days shall request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS).

Within ten (10) work days of the receipt of that list the Association will meet with the Superintendent or his representative to select the arbitrator. The parties shall select an arbitrator by alternately striking names from the list. The Association, within ten (10) work days from the selection of the arbitrator, will notify FMCS of the individual selected. The parties shall not be permitted, unless so ruled by the arbitrator, or otherwise mutually agreed upon, to assert in such arbitration preceding any evidence not previously disclosed to the other party prior to the preceding. Both parties agree that the award of the arbitrator shall be final and binding provided same is in compliance with Chapter 682, Florida Statutes.

E. General Provisions

1. Any grievance pending at the time of this agreement shall be processed to completion under procedures in effect at the time the grievance was filed.
2. A grievance may be withdrawn at any level but that same grievance may not be filed a second time.
3. The filing of a grievance shall in no way interfere with the right of the Board to proceed to carry out its management responsibilities, subject to the final decision of the grievance.

4. The losing party shall pay any fees and expenses of the arbitration step in this procedure. In those cases where there is no prevailing party, as determined by the arbitrator, the cost shall be borne equally by the parties, except that the party requesting reconsideration or rehearing shall bear the full expense of the arbitrator.

5. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of either party prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the party can be present.

6. Any teacher involved in any manner in any grievance procedures shall not be subjected to any prejudicial treatment because of such participation.

7. It is the mutual intent of the Board and the Association to resolve all grievances at the earliest possible level of the grievance procedure.

8. All grievance steps and arbitration proceedings are to be conducted outside regular working hours unless the Board consents in writing to the contrary. When such grievance meetings and

conferences are held during school hours, all teachers who are required to be present shall be excused, with pay, from their normal duties.

9. All testimony and documents arising from grievance procedures will be filed separate and apart from other individual personnel records.

10. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost.

11. In order to prevent the filing of a multiplicity of grievances where the grievance covers a question common to a number of teachers, it shall be processed as a single grievance, and shall contain the names of a representative number of known grievants.

12. Grievances arising at a level other than the building level shall be processed in the same manner as building grievances except that the grievance will be initiated with the appropriate county administrator.

F. Powers of the Arbitrator

It shall be the function of the arbitrator and he shall be empowered, except hereinafter provided, after due investigation, to make a decision in cases of alleged misinterpretation, or alleged misapplication of the specific articles and sections of this Agreement in accordance with Chapter 682 (Florida Arbitration Code) and Chapters 228-246 (Title XV, Education), Florida Statutes. The arbitrator in his decision shall not

amend, modify, nullify, ignore or add to the provisions of this Agreement. His authority shall be strictly limited to the issue or issues presented to him by the parties and his decision must be based solely upon his interpretation of the meaning of the express relevant language of the Agreement. The parties agree that in such instance(s) where the dispute entails the question of arbitrability or untimeliness the arbitrator will be selected to determine solely the question of arbitrability or untimeliness. In the event the arbitrator finds the grievance is not arbitrable or is not timely, the Association will take no further action regarding the arbitrability or untimeliness of the grievance. If the arbitrator determines that the grievance is arbitrable the grievant will proceed with the grievance at the applicable step.

ARTICLE XIII HIGH SCHOOL CLASS PERIOD VARIATIONS

In the event the School Board determines that an optional seventh (7th) class period will be provided high school students, the following contractual variations shall apply:

A. The length of the class period and the number of days per week may vary according to local school option provided the teacher's schedule for a particular day will be continuous with the regular student day.

B. Teacher participation in teaching a sixth (6th) period class shall be voluntary based upon student need. When determining whether a volunteer request to teach a sixth (6th) class period will be granted, the principal will consider, but not be limited to the following criteria:

1. program needs
2. teacher qualifications
3. teacher certification
4. length of uninterrupted service teaching the requested subject area at that school site.

C. In order to continue an existing class in the event it becomes necessary for the teacher to be placed on extended leave or resigns, the principal may assign a new teacher when no one volunteers to replace that particular teacher.

ARTICLE XIV LEAVES AND TEMPORARY DUTY

A. Sick Leave

1. Any teacher, except for hourly employed homebound teachers, who is unable to perform his/her duty because of illness, temporary physical disability or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relatives or member of his/her own household, and consequently has to be absent from his/her work, shall be granted leave of absence for sickness by the superintendent or his designee. A physical disability, substantiated by a physician, and connected with or resulting from a pregnancy may at

the teacher's option, be charged to the teacher's accumulated sick leave. In this event, the Board may grant sick leave, for the period of time as designated by the physician pro-vided the teacher has sufficient accumu-lated sick leave.

2. Each full time teacher is entitled to four (4) days of sick leave as of the first day of employment of each current year, and thereafter is credited with one additional day of sick leave at the end of each month of employment provided that such leave shall be taken only when necessary because of sickness. Teachers who work less than full time will be entitled to sick leave on a pro-rata basis. However, no employee may earn during a fiscal year more than a total of one day of sick leave for each month of employment. Such sick leave shall be cumulative from year to year. The superintendent or his designee may require a certificate from a licensed physician or from the county health officer in cases of questionable use of sick leave.
3. Each teacher's unused accumulated sick leave days shall appear on each payroll check. The posting of sick leave earned during summer employment shall be posted no later than the first paycheck in October.

B. Illness-in-the-line-of-duty

1. Any teacher shall be entitled to illness-in-the-line-of-duty leave when he/she has to be absent from his/her duties because of per-

sonal injury received in discharge of duty or because of illness from any commonly recognized childhood contagious or infectious disease contracted in school work as determined by immediate supervisor.

2. Leave for such teacher shall be authorized for a total of not to exceed ten (10) school days during any school year for illness contracted, or injury incurred, for such causes as described above. However, in the case of sickness or injury occurring under such circumstances as, in the opinion of the School Board warrants it, additional sick leave may be granted for such term and under such conditions as the School Board shall deem proper.

C. Professional Leave

1. Professional leave is defined as leave granted to a teacher to engage in activities which will result in his/her professional benefit or advancement, including earning of college credits and degrees.
2. Extended professional leave is such leave extending for more than thirty (30) consecutive days.
3. Extended leave for professional development may be granted for a period not to exceed one (1) year to any teacher who has served satisfactorily and successfully in the district.

4. Teachers who request professional leave to occur during pre-school and/or post-planning to attend summer school classes and/or travel to the place where classes are to be held, may be granted five (5) days leave, with pay, provided no more than five (5) days, with pay, will be granted during one (1) contract year.

5. Sabbatical

Extended professional leave as a Sabbatical Leave for approved study, travel, or research may be granted by the Board to teachers who have completed five (5) years of service in the school district under the following conditions:

- a. A sabbatical may be granted for one (1) school year or one (1) semester of a school year.

- b. Such sabbatical must be previously approved in the District In-Service Master Plan.

- c. In-Service Education funds being available;

- (1) Each year, one (1) per cent of the teaching staff who are eligible may be granted sabbatical leave, if requested.

- (2) Each teacher on a one (1) year sabbatical leave shall receive teacher base salary for compensation. Each teacher on a one (1) semester sabbatical leave shall receive one-half ($\frac{1}{2}$) of teacher base salary for compensation.

d. When a teacher receives compensation for a sabbatical leave, he/she agrees to return, immediately following the period of the leave, to the District and to teach for no less than two (2) years or repay the district the proportionate amount.

6. a. During the school year 1990-91 a committee of three (3) administrators selected by the Superintendent and three (3) teachers selected by the Association will be established to review and establish recommended criterion for the granting of sabbatical leaves. Such recommended criterion will be submitted to the Superintendent.

b. The District will develop a sabbatical leave application form which shall include appropriate directions for filing, applicable timelines and criteria for selection.

7. The decision of the Board to grant or deny a sabbatical leave shall be non-grievable beyond the second (2) step.

8. Application for a one (1) year or a semester sabbatical leave must be submitted no later than February 1 of the year preceding the proposed sabbatical leave. Request for sabbatical will follow the normal leave request procedure.

D. 1. Personal Leaves With Pay

a. Up to four (4) days leave for personal reasons with pay shall be allowed each year provided that such leave be charged to the teacher's accumulated sick leave and provided that such leave is non-cumulative. Employees requesting a short-term personal leave shall not be required to give a reason for taking leave. In the event that more

not be required to give a reason for taking leave. In the event that more than ten percent (10%) of the work force at a cost center requests personal leave on a given day, the principal may deny leave to those employees exceeding the ten percent (10%) figure on a "last applied-first denied" basis. These days cannot be granted immediately preceding or following a negotiated holiday or vacation or during the first five student attendance days and the last five student attendance days except in cases of emergency; to attend the graduation of a spouse, child, parent/guardian or self; to enroll a child in school or college or to observe a religious holiday. In the event such personal leave with pay is denied by the immediate supervisor and the teacher feels that the request is justifiable, he/she may appeal the decision to the Personnel Department.

b. The principal at his/her discretion may excuse the teacher for as much as two (2) hours without formal approval of leave. This discretionary time shall not remove the teacher from his/her pupil teacher contact hours with his/her class, except in the case of an emergency as determined by the employee's principal and provided personnel is available to cover the absence. (See definition of "emergency" in Article II). Such determination by the principal shall be non-grievable beyond Step II.

2. Personal leave, without pay, short term or extended, may be granted a teacher. A valid reason must be given to justify personal leave.

than ten percent (10%) of the work force at a cost center requests personal leave on a given day, the principal may deny leave to those employees exceeding the ten percent (10%) figure on a "last applied-first denied" basis. These days cannot be granted immediately preceding or following a negotiated holiday or vacation or during the first five student attendance days and the last five student attendance days except in cases of emergency; to attend the graduation of a spouse, child, parent/guardian or self; to enroll a child in school or college or to observe a religious holiday. In the event such personal leave with pay is denied by the immediate supervisor and the teacher feels that the request is justifiable, he/she may appeal the decision to the Personnel Department.

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2. Personal leave, without pay, short term or extended, may be granted a teacher. A valid reason must be given to justify personal leave.

- a. Parental Reasons - A teacher may be entitled upon request, to personal leave to begin at any time after the birth of his/her child and one (1) year thereafter.
- b. Adoption of Children - A teacher may be entitled, upon request, to personal leave, without pay, to commence at any time during the first year of adoption after receiving legal custody of an infant child or prior to receiving such custody, if necessary, in order to fulfill the legal requirements for adoption.
- c. Political Reasons - A leave of absence without pay for a period of twenty (20) consecutive days may be granted to a teacher upon request for the purpose of campaigning as a candidate for public office. If the teacher is elected to the office or appointed to an office, and the work of the public office would interfere with the task of teaching, he/she may be entitled, upon request, to personal leave, without pay, for one (1) year, renewable annually at the discretion of the Board.
- d. Other Reasons - Personal leave without pay may include but not be limited to: child care, medical reasons, religious reasons, and illness in immediate family, Peace Corps, the overseas exchange teacher program, VISTA and other official governmental agencies. With the exception of those previously stated, the Board reserves the right to deny extended personal leave requests for teachers who leave the system to work in a paying job.

E. Military Leave

1. A teacher may be granted a military leave of absence provided that:
 - a. He/she is inducted into the Armed Services via the Selected Service Act or volunteers in lieu of induction.
 - b. He/she enlists in the Armed Services during the period our forces are engaged in combat.
 - c. He/she is recalled to active service from reserve status.
2. All teachers who are members of the United States Armed Services or members of the National Guard shall be entitled to leave of absence from their respective duties, without loss of pay, time or efficiency rating, on all days during which they shall be engaged in active duty, field exercises or other training in which they are so ordered, provided such leave does not exceed 17 days during the fiscal year.

F. Maternity Leave

A teacher may be granted maternity leave without pay for a period not to exceed one (1) school year at a time. Such leave shall commence on a date determined by the teacher in consultation with her doctor following notification of the superintendent in writing. The instructional staff member may return to duty at the end of the approved leave, upon certification by a physician that she is physically capable of performing her duties.

G. Temporary Duty

1. Temporary duty is duty for the benefit of the school and generally initiated by the school or district office. Temporary duty shall not be used for Association business.
2. When mutually agreed upon, teachers may be assigned to be temporarily away from their regular duties of employment for the purpose of performing other educational services including participation in surveys, meetings, study courses, workshops, etc. If leave occurs within the teacher's contractual period, the teacher shall receive regular pay and shall be allowed expenses as provided by state law and district regulation. Approval of "assignment for temporary duty" must be secured in the same manner that leaves are approved.
3. On granting approval for attendance at any meeting or convention, the following criteria shall be considered:
 - a. The position and/or responsibility of the applicant in relation to his/her school and/or school system.
 - b. The value to the school system which reasonably may be expected from attendance and participation in the particular meeting.
 - c. Availability of funds designated for this purpose.

4. Approval for any in-state or out-of-state trips at district expense shall be obtained through the following channels: Application for such leave by teachers in the elementary and secondary schools shall be made to the principal and is subject to his/her recommendations. Leave request forms should be obtained from the principal and submitted for approval well in advance of the planned absence. Out-of-state meetings must be approved by the Board prior to taking such leave in order for the teachers to be eligible for district reimbursement for travel expenses.

H. Jury Duty

Temporary duty with pay will be granted to a teacher who is summoned to serve on a jury, subpoenaed to appear at a legal proceeding as a witness, if he/she is required by law to attend, or to make appearance in any court proceeding resulting from activities relating to the teacher's employment with the school district. Such leave must be requested and approved in advance. An employee who is excused from such service, prior to the end of the working day will be expected to return, when practical, to duty for the balance of the duty day. In no case shall temporary duty with pay be granted for court attendance when an employee is engaged in his/her personal litigation.

I. General Provisions Governing Leaves

1. Application for leave and assignment for temporary duty must be made in writing and presented for approval ten (10) work days prior to date leave is requested. In cases of emer-

gency the ten (10) work day limit may be waived. All requests for leaves must be signed by the teacher, recommended or not recommended by the principal, and granted or denied by the School Board or its designee. When leave requests are submitted prior to a ten (10) day period the principal will give notification of his recommendation at least two (2) days prior to the date of the requested leave.

2. Any teacher who is willfully absent from duty without leave shall forfeit compensation for the time of such absence and be subject to discharge and forfeiture of tenure and all other rights and privileges as provided by law.

3. A leave once granted shall remain in force for the duration of the granted leave unless both parties, the teacher and the Board wish to terminate such leave.

4. Leaves shall be granted for no more than one (1) school year at a time. Leaves may be renewed for the succeeding year. With the exception of extended sick leave, leaves shall not be renewed more than one (1) time.

5. A leave granted establishes an employee/ employer relationship during the length of said leave. Granting of a leave to an annual contract teacher during a particular contract year does not denote that he/she will be rehired. A valid teaching certificate must be maintained for a leave to remain valid.

6. A continuing contract teacher or professional service contract teacher returning from leave shall be given his/her position in the same school when he/she returns if leave termination coincides with termination of the school term. If this is not possible he/she may be given a comparable position.

7. Consideration for the same position in the same school shall be given to the continuing contract teacher or professional service contract teacher whose leave terminates during the school term. If this is not possible or in the best interest of the educational program, the teacher will return under the conditions as stated in six (6) above.

8. Annual contract teachers returning from leaves of absence shall retain full credit for years of teaching service prior to the leave.

9. Teachers returning from leaves of absence shall retain their contract status upon returning from leave and shall retain full credit for years of teaching service prior to the leave.

10. Any teacher granted a leave of absence as provided in this article shall be given an opportunity to continue insurance coverages in existing school programs during the leave provided that full premiums for such insurance programs shall be paid by the teacher on a monthly basis in advance of the month due.

11. Leave granted on the request of an employee shall be for particular purposes or causes which are to be set forth in a written application for leave. The School Board shall have the right to determine that the leave is used for the purposes or causes set forth in the application, and if not so used the administration shall have the authority to cancel the leave.

12. Specific leave other than sick leave may be refused if the employee's absence would cause undue hardship or interruption of vital school service.

13. Teachers who have been granted leave through the end of the school year shall, no later than March 10, notify the district office or work center head, in writing of their intent to return the next fiscal year, their intent to request an extension of the leave or a letter of resignation effective at the end of the leave. The Board may consider that failure to comply with this requirement constitutes a resignation by default on the part of the teacher. However, the teacher may apply and be considered for re-employment by the Board. The administration agrees to furnish the Association a list of teachers who are on leave for the remainder of the school year as of February 20.

14. Leaves shall not be granted for a period of time which is less than a half-day of duty in the event an absence would remove the teacher from any of his/her pupil/teacher contact hours with his/her class. An exception to this provision will occur in the event the teacher is granted discretionary leave as specified in D. 1. b. of this article and further that a substitute has not been employed to cover such absence.

15. A teacher on extended personal leave, without pay, or sabbatical leave shall not be denied the opportunity to substitute in the school district by reason of the fact that he/she is on such leave of absence.

ARTICLE XV MANAGERIAL RIGHTS AND RESPONSIBILITIES

A. The Association agrees that the Board has the exclusive right and responsibility to formulate and set policy in accordance with applicable state regulations and laws of Florida and the United States of America.

B. The Association agrees that the Board has the exclusive right and responsibility to take whatever actions are necessary, within existing statutes and in this document, to fulfill the obligations of the Board in emergency situations.

C. The Association and the Board agree that this Agreement, or any part thereof, shall not be interpreted so as to abridge, or in any way usurp, the authority and power of the Board as established by constitutional provision or State Board of Education Administrative Rules or Statutes existing at the time of this agreement; and further, the Board and the Association agree that should any term or condition of this Agreement be found to be contrary to any constitutional provision or State Board of Education Administrative Rules, or Statutes, in effect or enacted subsequent to the signing of this Agreement, be null and void.

D. The Association and the Board agree that this Agreement constitutes the entire agreement between the parties with respect to wages, hours, and terms and conditions of employment, for the unit members covered by this Agreement and that the determination of any question with respect to wages, hours, and terms and conditions of employment not expressly covered by this Agreement shall be the exclusive right and responsibility of the Board subject to State Administrative Rules and laws of Florida and the United States and supersedes any previous agreements or practices, written or oral.

ARTICLE XVI NEGOTIATION PROCEDURES AND GUIDELINES

A. All items relating to wages, hours, terms and conditions of employment stated herein are subject to negotiations in accordance with the Constitution and laws of the State of Florida.

B. In any negotiations described in this agreement neither party shall have control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority vote of the Board and majority vote of those voting in the Bargaining Unit ratification vote. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

C. A committee with at least one (1) and no more than two (2) from each negotiating team will edit, lay out and design and select the order of the table of contents of a Master copy of the Agreement upon mutual ratification of the Agreement. The administration will provide each work center with a copy of the agreement to be located in a place accessible to the employee. The Board shall give twelve (12) copies of the agreement to the Association.

D. 1. Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause as the case may be, shall be automatically deleted from this agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted article, section, or clause. The deleted article, section, or clause, as well as any article, section, or clause so affected by the deletion shall be mutually rewritten within thirty (30) days unless extended by mutual agreement and in accordance with Chapter 447 Florida Statutes.

2. In the event the Florida Legislature enacts legislation that will affect terms and conditions of employment of members of the bargaining unit, the Association and the Board agree to negotiate the impact of said legislation.

E. Any matter not specifically covered by this contract but of concern to one or both of the parties may be brought up for negotiations during the contract period if both parties agree. Both parties agree to waive any and all rights to pursue through PERC and/or the courts a refusal by either party to mutually agree to open negotiations on matters not specifically covered by this contract during the contract period.

F. 1. If either party so desires to alter, renew or terminate this agreement upon its expiration, a written notice must be submitted to the other party prior to May 15th of the year in which the agreement expires. If such notice is given, negotiations shall be initiated on or before June 1st.

2. When a multi-year agreement has been negotiated between the parties the following procedures will be followed to allow for bargaining re-opener articles. At any time subsequent to April 1 of any particular year either party may give written notice of its intention to open negotiations for an amended agreement for the subsequent year(s) on the following articles: up to three (3) articles chosen by the Association and three (3) articles chosen by the Board. Such articles will be exchanged simultaneously by the Association and the Board. If such notice is given, negotiations will be initiated on or after June 1st of the respective year. When such articles are opened for negotiations the existing articles will terminate on June 30 of the respective year. Such amendments will become effective on a date agreed upon by both parties.

G. If in the course of negotiations either party determines that the difference of position is so serious that further negotiations seem impossible of producing a satisfactory agreement, then said party may invoke the impasse procedure provided in Chapter 447 of the Florida Statutes.

H. The following guidelines will be used when the parties are engaged in active bargaining:

1. Each team shall be limited to not more than six (6) members present at the table at any one given time. Each team reserves the right to bring in consultants, when necessary. The Board's chief negotiator will provide a secretary who will furnish typed minutes to the Association's chief negotiator to be approved at the next session. Minutes to previous meetings shall be acted upon at the beginning of each meeting and initialed by each chief negotiator.

2. Each negotiating team is to designate its chief negotiator at the beginning of the contract discussion. Each party shall reserve the right to determine its chief negotiator and assistant negotiator. The assistant negotiator shall function as the chief negotiator in the absence of the designated chief negotiator.

3. An agenda is to be prepared for the next meeting. Items for the next agenda are to be mutually decided upon at each meeting for the succeeding meeting.

4. Neither negotiating team is expected to make a binding agreement without the expressed approval of the body the team represents. All tentative agreements reached will be initialed by the chief negotiator of each party. Two (2) initialed copies shall be retained by the Association and two (2) by the Board.

5. There shall be no ratification of specific sections of the contract by either the Bargaining Unit or School Board of Seminole County until complete agreement has been reached for the Master Contract, except in the event an issue is negotiated as a result of impact bargaining outside the regular negotiation period same will be subjected to a ratification vote by both parties.

6. These guidelines may be amended only by mutual agreement.

7. All proposals and counter proposals will be submitted in writing. Each team will furnish the other team at least ten (10) copies of all proposals and counter proposals.

8. Negotiations sessions will be held at mutually agreed upon times and dates. Meetings may be cancelled by either party serving notice on the other at least twenty-four (24) hours prior to the meeting. Cancelled meetings may be scheduled for a later date, by mutual consent. Special meetings may be called by mutual consent.

9. There shall be an allowable grace period of fifteen (15) minutes for regularly scheduled meetings.

ARTICLE XVII OTHER FRINGE BENEFITS

A. INSURANCE SELECTION COMMITTEE

An Insurance Selection Committee of sixteen (16) members shall be established by the Superintendent. The purpose of the committee is to regularly study all aspects of the District's employee insurance programs, including application of the insurance trust fund monies, and make recommendations to the superintendent. The committee shall contain no less than five (5) bargaining unit members selected by the Association president. The Insurance Selection Committee may meet at least once a month during the duty day provided this time does not remove the teacher from his/her pupil/teacher contact hours with his/her class.

B. HEALTH INSURANCE

1. The Board shall provide an individual single premium (on the basis of twenty (20) installments for twelve (12) month coverage October 1, 1990 thru September 30, 1991) for comprehensive health program in an amount of \$1,752.00 per employee per year. In the event that an employee enters service after the beginning of the contract year, the Board shall contribute so much of the annual single premium as will continue the employee's coverage until the end of the benefit year provided the employee shall remain employed until the end of the contract year

in which he or she became employed. The comprehensive health program for 1990-91 will include \$15,000 life and \$15,000 accidental death and dismemberment insurance.

2. In the event that the amount agreed, herein, as an employer contribution to the employee group health insurance plan, is in excess of the cost of single coverage in the Health Maintenance Organization Plan, the excess shall be applied as a Board contribution toward the employee's HMO dependent coverage, if applicable. If the employee does not have dependent coverage the excess amount or an applicable pro-rata amount shall be paid as compensation to the employee at the end of the employment year.

3. A school employee who is injured in the line of duty shall have his/her individual single premium, as specified above, paid by the Board until such time as a physician releases the employee to return to duty or until employment is terminated, whichever comes first.

4. When an employee who is on a sick leave of absence has used up his/her accrued sick leave days the Board will pay one (1) month's single member premium as stated above for the employee's Comprehensive Health Program.

C. In place of coverage as listed in "B.1." above at the option of the teacher, he/she, may apply the amount to a disability income plan (Board Carrier) or a Board approved Health Maintenance Organization. The option selected for 1990-91 will include \$15,000 life and \$15,000 accidental death and dismemberment insurance.

D. CAFETERIA STYLE INSURANCE PLAN

1. The Board shall provide a cafeteria style insurance plan in accordance with Section 125 of the Internal Revenue Service Code. This plan is voluntary and all employees shall have the option to participate, provided such option is exercised during the designated enrollment period.

2. The optional benefits for 1990-91 are: dependent health coverage (hospitalization or HMO), additional life, cancer, dental and optical insurance. Once an employee has made a selection of benefits the employee may not change such selections during the plan year unless a change in family status occurs as defined by I.R.S. Rules.

3. For the 1990-91 fiscal year, the Board shall provide these additional options to the cafeteria plan:

a. Dependent child care reimbursement accounts

b. Dependent elder care reimbursement accounts

E. OPTIONAL INSURANCE

A teacher at his/her option may choose to purchase the following insurance, as offered by the Board designated carrier through payroll deduction:

1. Dental Insurance
2. Disability/Income Protection
3. Cancer Insurance
4. Vision Insurance
5. \$35,000 worth of life insurance and accidental death and dismemberment coverage.

F. OPEN ENROLLMENT PERIOD

1. An insurance open enrollment period shall be held annually at a time mutually agreed upon by the District and the Association.
2. No changes in the insurance selection will be made by the employee during the year except for changes such as marriage, divorce, death, additions or deletions to family. In the event an employee withdraws participation in a particular plan, he/she will not be allowed to re-enter the plan during the fiscal year.
3. In the event an employee is on a Board approved leave without pay and fails to pay the insurance premium in accordance with this agreement, that employee, upon proof of insurability, shall be entitled to single coverage during the remainder of the fiscal year in the same health plan that he/she had prior to his/her leave. Upon return from an unpaid leave and after allowing his/her insurance to lapse, an employee who is unable to prove insurability,

thereby making him/her ineligible for insurance coverage, will be enrolled in the Board Carrier Disability Income Policy for the remainder of the fiscal year provided the employee maintains an employee/employer relationship.

G. Those employees who are not enrolled in the Comprehensive Health Program, the HMO or Disability income Policy (Board Carrier), shall receive \$15,000 life and \$15,000 accidental death and dismemberment insurance; however, the availability of such coverage to any individual shall be subject to the underwriting rules, including medical qualifications of the insuring carrier.

H. INSURANCE TRUST FUND

All monies in the insurance trust fund shall remain in the fund. All monies in the insurance trust fund, including interest earned on investments will be used for the support of direct costs of insurance benefits for employees.

I. RETIRED EMPLOYEES

Employees retiring shall be allowed to purchase the group health and medical insurance policy adopted by the School Board at the Board rate.

J. WORKER'S COMPENSATION

Worker's Compensation is available to employees with work related injuries. Insurance provided by the Board in accordance with Florida Statutes, Chapter 440. Employees who are injured while working shall report same to his/her immediate supervisor as soon as possible following the incident.

K. EMPLOYEE ASSISTANCE PROGRAM

The Board shall offer an Employee Assistance Program which will provide the employee the opportunity for confidential, professional assistance for personal problems affecting job performance.

L. TAX SHELTERED ANNUITIES

When requested by the employee, payroll deductions for tax sheltered annuities participation and/or deferred compensation will be provided by the Board. The handling of said deductions will be at no cost to the employee.

M. PAYROLL DEDUCTIONS

1. All payroll deductions provided for in this agreement, with the exception of Association dues, will be in equal installments in direct proportion to the number of installments that the employee's salary is paid.

2. In cases where the open enrollment period extends beyond the cut-off for the first payroll period, payroll deductions will be evenly distributed beginning with the second pay period.

N. CREDIT UNION

Payroll deduction for employee credit union participation, when requested by the employee, will be provided by the Board at no cost to the employee. Enrollment periods for the above will be at the employee's request with sufficient notification to the Payroll Department. Such deductions shall be transmitted within two (2) work days of the pay date to the Credit Union.

O. DIRECT DEPOSIT

1. The Board agrees to make available at the earliest date practicable, electronic direct deposit of employee's paychecks, to a qualified financial institution, provided the employees individually authorize the Board to do so. It shall be the employee's responsibility to complete the direct deposit authorization forms.

2. Authorization forms for direct deposit shall be available at all worksites and at the District Payroll Office. Direct deposit will be effective no later than thirty (30) business days (work days for District Office employees and bank employees) following the receipt of the correctly completed authorization form in the District Payroll Office. The authorization form shall allow the employee to direct monies to the bank of his/her choice, via the automated clearing house in the amount of his/her choice in compliance with Banking Regulations.

P. RETIREMENT TERMINAL PAY

Upon official retirement, an employee will receive terminal pay for unused sick leave days at the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave. In the event the employee has an excess of 120 accumulated sick leave days excluding sick leave transferred into Seminole County, and providing the employee has in excess of 12 years of service in Seminole County, the employee will receive terminal pay for unused sick leave days at the daily rate of pay multiplied by 75 percent times the number of days of accumulated sick leave for that number of days in excess of 120 accumulated sick leave days.

Upon the death of an employee, his/her beneficiary will receive terminal pay for unused sick leave days in an amount determined as follows:

- a. During the first 3 years of service in Seminole County, the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave.
- b. During the next 3 years of service in Seminole County, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave.
- c. During the next 3 years of service in Seminole County, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave.
- d. During the next 3 years of service in Seminole County, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.
- e. During and after the 13th year of service in Seminole County, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave up to 120 days inclusively and 75 percent times the number of days of accumulated sick leave in excess of 120 days excluding sick leave transferred into Seminole County.

Official retirement will mean the filing of an application to the Department of Administration, Division of Retirement for full or reduced benefits.

To be eligible for the benefit, the staff member must have been employed by the School Board of Seminole County at the time of retirement or death.

Q. During the 1990-91 school year, the Insurance Selection Committee shall study the potential cost savings of offering a comprehensive health insurance program from a single carrier. The results of said study shall be made available to the Board and the Association no later than May 1, 1991.

R. The Board agrees to employ a benefits consultant to prepare a request for bids for implementing a Tax Sheltered Early Retirement Annuity Plan for teachers to be considered during the 1991-92 negotiations. A committee of three (3) teachers selected by the SEA President and three (3) administrators selected by the Superintendent shall meet with the consultant and discuss the structure of the annuity plan.

ARTICLE XVIII PERSONNEL FILES

A. The personnel file of a teacher shall be maintained according to the following provisions:

1. Upon request the teacher, or any person designated in writing by the teacher shall be permitted to examine the personnel file.
2. The teacher shall be permitted conveniently to reproduce any materials in the file at a cost no greater than five (5¢) cents per page.
3. Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension or dismissal under laws of this state, no derogatory materials relating to a teacher's conduct, service, character or personality shall be placed in the personnel file of such teacher.

B. A copy of materials to be added to a teacher's personnel file shall be provided to the teacher either:

1. By certified mail, return receipt requested to his/her address of record; or
2. By personal delivery to the teacher. The teacher's signature on a copy of the materials to be filed shall be proof that such materials were given to the teacher, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.

- C. When a teacher, in writing, requests the Superintendent to conduct an informal inquiry regarding material placed in his/her personnel files, the Superintendent or his designee shall commence the investigation within ten (10) work days. The official making the inquiry shall append a written report of his findings to the material within fifteen (15) work days after the conclusion of the investigation.

- D. The term "personnel file", as used in this article means all records, information, data, or materials maintained by the Board in any form or retrieval system whatsoever, with respect to any of its teachers which is uniquely applicable to that teacher, whether maintained in one or more locations.

ARTICLE XIX POLITICAL ACTIVITY

- A. All teachers shall have entire liberty of political action when not engaged in their employment, provided such action is within the laws of the United States of America and the State of Florida; and provided further that such action does not impair their usefulness in their respective capacities.

- B. The right of all teachers to work and to vote for the party, candidates, and issues of their choice shall never be questioned, abridged, or denied.

C. All teachers shall be entirely free from political domination or coercion or the pretended necessity of making political contributions of money, or other things of value, and from engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as employees of the school system.

D. Use of political material for instructional purposes in the classroom is not forbidden, but each teacher must be accountable that his/her presentation is open minded, fair, responsible, and respectful of the differing opinions of others.

ARTICLE XX PRE-SERVICE AND STAFF DEVELOPMENT

A. Pre-Service Training

1. The parties recognize that students are entitled to be taught by fully qualified teachers while at the same time recognizing a professional responsibility to assist in the preparation of student teachers. Supervising teachers of student teachers shall be assigned by the principal on a voluntary basis.

2. No supervising teacher shall accept and supervise more than one full-time teaching intern per school year. Any remuneration or benefit received by the district for accepting such a student teacher shall be paid or given in full to the supervising teacher.

B. Staff Development

1. Staff development is defined as a program of systematic activities promoted or recommended by the Teacher Education Center Council and is designed to increase the competencies needed by instructional personnel in the performance of their assigned duties. The teaching profession shall have the responsibility for providing information to make the staff development program meaningful and relevant. The responsibilities of the Board and the Association are prescribed in the "Teacher Education Center Act of 1973", Florida Statutes, 231.600.

2. A Teacher Education Center Council shall be established and maintained as prescribed by Florida Statutes.

3. The Teacher Education Center Council shall perform the duties and responsibilities as stated in Florida Statutes 231.606(1) (b), and shall be responsible for providing information for the formulation of the District Staff Development Master Plan.

4. Staff development activity is limited to three and one-half (3½) hours on teacher work days/staff development days. During pre-planning and post-planning, staff development activity is limited to the three and one-half (3½) hours each day or an aggregate time which shall not exceed the equivalent of three and one-half (3½) hours per day during the week. The three and one-half (3½) hour limitation will not apply on the Statewide Professional Day, which is presently held in October of each year.

5. Teachers required to attend staff development shall not be required to complete homework assignments. However, teachers choosing not to do the assignments shall not be eligible to receive in-service points if said assignments are an integral part of the staff development activity.

ARTICLE XXI PROFESSIONAL SPECIALISTS

The Board agrees to employ professional specialists according to the needs of each school as determined by staffing procedures with the involvement of teachers, guidance counselors and administrators pursuant to Federal Law and Regulations, State Law and State Board Regulations.

ARTICLE XXII PROMOTIONS

A. 1. Whenever a vacancy shall occur in any district level promotional position in the school district for which certification is required, the Board shall publicize the same by giving written notice to the Association and by providing for appropriate posting in all schools. The posting shall clearly set forth a description of the required qualifications for the positions, including duties, job description, years of service, salary, procedure of interview and the procedure for judging merits of the applicants. No vacancy shall be filled except on a temporary basis until such vacancy shall have been posted for at least five (5) working days prior to the last day on which applications will be accepted. The Board shall notify each applicant of the disposition of his application for a position.

2. If the administrative vacancy occurs, transfers may be made within the management team without necessarily advertising. After transfers are complete, then any remaining positions shall be declared vacant and advertised as above.

B. The Board agrees to give equal consideration to hiring personnel currently employed by the Board for administrative positions whenever possible, if they are qualified.

C. This article is non-grievable beyond Step II of the grievance procedure.

**ARTICLE XXIII
REDUCTION IN FORCE**

A. In the event the Superintendent determines that the district-wide instructional staff needs must be reduced or a particular type of teacher service will be discontinued on a district wide basis the Association will be notified by the Superintendent in writing with an explanation of the reasons for such reduction in force at least fifteen (15) days prior to the Superintendent's submission of his recommendation to the Board for final Board determination. The Board shall not be arbitrary or capricious in determining the need for a reduction in the instructional staff.

B. In the event the Board determines that the district-wide instructional staff will be reduced, or a particular type of teacher service will be discontinued on a district-wide basis normal attrition shall be used first and then the following procedures shall be implemented:

1. Lay-Off

a. The Board shall determine the number of/and secondary school subject area positions and the number of elementary school positions which will be eliminated. After such determination has been made, the Association will be notified.

b. The order of lay-off of teachers employed in those positions identified in 1.a. above shall be based on length of uninterrupted service in the school district. Uninterrupted service shall include Board approved leaves of absence, however, such leaves will not be considered time worked. The continuing contract/professional service contract teacher having the longest uninterrupted service in the district shall be the last to be laid off. Where length of service is the same, the continuing contract/professional service contract teacher with the highest qualifications, efficiency, compatability, character, and capacity to meet the educational needs of the community within his/her subject or grade level will be retained. Where length of service and the above qualifications are the same, the continuing contract/professional service contract teacher with the best performance record in the opinion of the administration in his/her subject area or grade level will be retained. A seniority list in accordance with this paragraph shall be prepared by the Board and a copy thereof given to the Association.

2. Recall

a. The Board shall determine the subject area positions in secondary schools and the number of positions in elementary schools in which recall will be made and the number of teachers to be recalled.

b. Continuing contract/professional service contract teachers shall be recalled first in inverse order of lay-off. Should a recall occur within a contract year, annual contract teachers who have been laid-off during the contract year shall be called in inverse order of lay-off.

c. No new teachers shall be hired in a laid-off teacher's subject or grade level until all certified and fully approved laid-off teachers from that subject area or grade level have been recalled or have declined or failed to accept recall. No new teachers will be hired in any subject areas or grade levels before teachers who are laid-off from other subject areas or grade levels who may be qualified and who possess the necessary certification have been offered the position have declined or failed to accept the position. The provisions of this section shall not apply to annual contract teachers beyond the expiration of their contract, unless they have been re-appointed for the ensuing year in which case they will remain on the recall list for the ensuing year.

d. For purposes of this Article, service shall not be deemed to be interrupted by any leave granted and approved pursuant to this Agreement.

e. Within fifteen (15) days of the mailing of a letter of recall, if the letter of recall is post-marked on or before July 31, and within ten (10) days of the mailing of such letter, if the letter is post-marked on or after August 1, a teacher shall notify the school district personnel office in writing whether he/she will accept re-employment. Failure to respond to the letter of recall within the time required automatically terminates the teacher's right of recall. Each teacher shall notify the school district personnel office in writing of an address to which a letter of recall may be sent. Such letter shall be mailed to the teacher at the last address recorded in the school district personnel office.

f. Teachers will be removed from the lay-off list in the event they have not been recalled within a three (3) year period following lay-off.

3. Accumulated Leave

In the event of lay-off pursuant to this section, a teacher's seniority will remain unbroken and his/her accumulated leave days shall not be cancelled but shall remain credited to him/her pending his/her return to a teaching assignment in the district. Teachers on a lay-off list shall not be prohibited from seeking and accepting gainful employment elsewhere and shall not be terminated for that reason except on written request of the teacher.

4. Any teacher who would have qualified for retirement during the reduction year shall be permitted to teach that year so as to acquire needed service.

ARTICLE XXIV RESTRUCTURING GRANT

A. **Vision Statement:** The parties agree that voluntary school site restructuring programs are an ongoing process through which members of the school community working as a team use their creative and collaborative efforts to benefit students.

B. **Definition:** Restructuring in Seminole County is a process to vitalize the education of students through collaborative decision making by those persons closest to the students; teachers, administrators, support staff, parents, and other interested persons.

C. **Components:** The parties will implement their vision by establishing the Seminole County School Restructuring Program. Recognizing that training of teachers, administrators, support staff, parents, and other interested persons is critical to the success of this restructuring endeavor, the parties will mutually identify resources which can be devoted to this training. This program shall include, but not be limited to the following:

1. The District-wide Restructuring Committee shall consist of fifteen (15) members; six (6) administrators appointed by the Superintendent, six (6) teachers appointed by the S.E.A. President, one (1) support

staff representative appointed from the Seminole UNISERV Council, and two (2) parent representatives appointed by the President of the Seminole County Council of P.T.A.'s and the chairman of the Seminole Council of School Advisory Committees. The committee membership may be expanded by mutual agreement of the parties. The committee's duties/responsibilities shall include:

- a. selecting three (3) to five (5) pilot schools to participate in the training program
- b. participating in and identifying sources of training on restructuring
- c. developing the applications and procedures for school applications and school improvement plans
- d. providing assistance and guidance to schools and personnel
- e. developing instruments to monitor and evaluate the progress of the restructuring process
- f. developing and implementing any other duties and responsibilities agreed to by the parties.

2. Each school desiring to participate in the pilot training program must submit an application to the District-wide Restructuring Committee. The application must be submitted by the local School Improvement Team and will be judged on the following criteria:

- a. evidence that participation in the proposed program will be on a voluntary manner
- b. evidence that the faculty by secret ballot voted to participate in the proposed program (at least two-thirds (2/3) of the faculty must agree to participate in the proposed program)
- c. evidence that the local School Improvement Team has identified needs to be addressed after participating in the training program
- d. evidence of the involvement of the faculty and staff in the decision making process
- e. evidence of the support of the administration for increasing the level of involvement of the faculty and staff in the decision making process
- f. evidence of the support of the S.E.A. faculty representative for increasing the level of involvement of the faculty and staff in the decision making process

3. The School Improvement Team shall consist of the Principal and his/her appointee (another administrator), the S.E.A. Faculty Representative, a teacher selected from and by the TABS (Team Approach to Better Schools) Team (if present in the school), teachers elected by the teachers, a school parent elected by the school parents, and a support staff member elected by the school support staff. Any other personnel and/or students deemed appropriate by the Team and elected by their constituent groups shall also be included. Teachers elected to the Team, the parent representative, the support staff

representative and any additional member elected to the Team from other constituent groups must volunteer to participate on the Team. In the event that the number of teacher volunteers does not exceed the number of elected teacher slots available on the Team, no election needs to be held to fill those available slots. Teachers shall comprise fifty percent (50%) of the Team. The duties of the Team shall include:

- a. initiating, developing and implementing a school proposal submitted to the District Committee
- b. requesting follow up technical assistance, staff development and training through the District Committee
- c. overseeing subcommittees formed as a result of action taken by the School Improvement Team.

4. A Restructuring Plan proposal shall have as one of its components a formal description which ensures that teachers have the opportunity to participate in decisions. Areas of such participation may include, but are not limited to:

- a. clearly stated school mission or purpose
- b. positive school climate
- c. high performance expectations for students and staff
- d. frequent monitoring of student progress
- e. orderly and safe environment
- f. student time on task
- g. good home-school relations.

5. School site plans which request the waiver of any provision of Department of Education rules, School Board Policy, or the Collective Bargaining Agreement between the parties shall be submitted to the S.E.A. President and the Chief Negotiator for disposition. Mutual agreement between the parties is necessary in order for the waiver request to be granted or further pursued.

6. The Team Approach to Better Schools (TABS) Program is designed to increase cooperation and communication between the school's faculty and administration while focusing on the solution of problems and concerns that have been identified at the school. To assist in the implementation of the TABS Program and in the training of teachers to participate in that program, twenty-five percent (25%) of the budget of the District School Site Restructuring Incentives Program Grant will be allocated to the TABS Program. Disbursement of these funds will be determined jointly by the District's Assistant Superintendent of Instructional Services and the Executive Director of the Seminole Education Association, Inc.

D. Time for Meeting: The District Committee shall meet as needed at a time and place mutually agreed to by the parties. Teachers attending shall do so without loss of pay or accumulated leave.

E. Nothing contained in the school and/or District Restructuring Programs shall be construed to lessen or otherwise alter the authority of the school principal, as provided in law, rules or regulations or Board Policy.

ARTICLE XXV SUBSTITUTE TEACHERS

In the case of absence the administration shall provide qualified substitutes for regular class-room teachers. Providing qualified substitutes for teachers in special areas shall be left to the discretion of the principal, however, the principal will make every effort to procure available substitutes for P. E., art and music. Efforts will be made not to assign class coverages during the teacher's planning time.

ARTICLE XXVI SUMMER EMPLOYMENT VARIATIONS

In the event the School Board determines the normal 5-day work week will be compressed to a 4-day work week during the summer, the following contractual variations shall apply:

- A. The work week shall be in accordance with the student attendance calendar as adopted by the School Board including one (1) additional work day for pre/post planning.
- B. Full-time summer school teachers will be employed for six (6) hours and fifteen (15) minutes per day worked, which will include at least a ten (10) minute duty-free break, as close as possible to the middle of the work day.

- C. Full-time summer school teachers shall be given at least thirty (30) minutes per day for planning and preparation of classroom work, or shall be given the weekly equivalent of thirty (30) minutes per day for the week.

ARTICLE XXVII SUMMER IN-SERVICE INSTITUTE

In the event a Summer In-Service is approved by the Department of Education and State Funds for the same are appropriated the Board and the Association agree to the following:

A. Days and Hours

- 1. The workday for institute trainees will not exceed eight (8) hours, exclusive of lunch. The work day for institute trainees will include:
 - a. At least a ten (10) minute duty-free break for each morning or afternoon session.
 - b. Where lunch period is appropriate, no less than thirty (30) minutes or no more than sixty (60) minutes will be allowed.

B. Institute Planning

- 1. The Institute Planning and Selection Committee, which shall be comprised of a majority of classroom teachers selected from the Teacher Education Center, shall be responsible for selecting applicants who will participate as institute trainees.

2. Effort will be made by the administration to provide appropriate facilities for program offerings.

C. Instructors

1. Instructors will be selected by the administration from a list of certified teachers who voluntarily apply to teach.

2. Application forms for instructors shall be transmitted to all schools by March 1. Teachers shall return applications to the Staff Development Office by March 15. The selection of instructors shall be completed by April 1.

3. Instructors will be allowed up to twenty-one (21) hours of pre-planning. The time may be utilized between the regular school year and the time immediately preceding the institute as determined by the administration.

4. The duty day for instructors who are assigned to work both morning and afternoon sessions will be eight and three-fourths (8 3/4) hours, exclusive of lunch, which will include the following:

a. A duty-free break during each session of at least ten (10) minutes.

b. A lunch period of no less than thirty (30) minutes or no more than sixty (60) minutes.

c. One (1) hour and fifteen (15) minutes of preparation time.

5. In the event an instructor is assigned to work only one (1) session, morning or afternoon, of the institute; the work day shall be four and one half (4½) hours, exclusive of lunch, which will include the following:

- a. A duty free break of at least ten (10) minutes.
- b. Forty (40) minutes of preparation time.

D. Institute Trainees

1. Participation by bargaining unit members will be on a voluntary basis.
2. Criteria for selection of institute trainees shall be that which is established in the in-service institute plan as proposed by the Teacher Education Center and approved by the Department of Education.
3. Application forms for Summer Institute Trainees shall be transmitted to the Schools for distribution to teachers by March 15. Teachers shall return the application forms to the Staff Development Office by April 1. The selection and notification of trainees shall be completed by May 1. A list of alternate trainees for each subject area shall also be developed by the committee and maintained in the Staff Development Office for substitution in case of dropouts.

E. Compensation and Pay Date

1. Compensation for instructors will be listed in Article VII, Compensation and Expenses.

2. All compensation earned during the institute will be paid on the last day of the institute providing the same occurs on the District's regular pay date. Otherwise, the participant will receive the compensation check on the next district's regular pay date following the last day of the institute.

F. General Provisions

1. Instructors and trainees will accrue sick leave in accordance with Florida Statutes.

2. The in-service institute will operate Monday thru Thursday as determined by the Board. The institute will not operate the week of July 4th.

3. Personal leave with pay, professional leave or temporary duty shall not be granted to employees participating in the in-service institute.

ARTICLE XXVIII SUMMER SCHOOL HIRING PROCEDURES

A. Notification of selected summer school sites shall be posted in each school center no later than May 1 of each year.

B. Summer school teacher application forms shall be made available to teachers in each school no later than May 1. Application forms shall include blanks for teachers to list their areas of certification, years of experience and blanks for desired summer school centers.

C. Effort will be made to place middle school teachers into middle school summer classes and high school teachers into high school classes. Those teachers with dual certification may be used at either level.

D. Effort will be made to fill summer school teaching positions with in-field certified teachers.

E. Applicants for summer school positions must have worked during the previous year in Seminole County or must have been recommended for appointment the ensuing year, except in the situation where a particular course must be taught and no Seminole County teacher, who is certified in the particular field, has made application for summer teaching employment.

F. Teachers shall be paid a summer school day's salary if they are requested to report to work in the summer session and there are not enough students to justify the continuance of the class.

G. The Board and the Association have mutually agreed to open this article as the fifth (5th) re-opener article for the 1991-92 negotiations.

ARTICLE XXIX SUPPORT OF TEACHERS

A. Absence due to injury and disability as a result of an assault by students or non-students on school property or off school property, when

the teacher is on school business shall not be charged against the teacher's sick leave days. The Board shall continue his/her salary and benefits for the duration of the teacher's absence provided it does not exceed ten (10) work days. However, in the case of injury and disability occurring as a result of assault as the opinion of the School Board warrants it, additional emergency sick leave may be granted for such term and under such conditions as the School Board shall deem proper. If Workers' Compensation is paid to the teacher while the teacher is receiving a salary, the teacher shall return the Workers' Compensation to the School Board.

B. In case of an assault on a teacher in the performance of his/her duties causing damage to his/her personal property such as clothing, glasses, etc., the Board may make an equitable financial adjustment with the teacher under such conditions as shall be considered appropriate by the Board.

ARTICLE XXX TEACHER EVALUATION

A. The parties agree that the primary objective of evaluation is the assessment of the teacher's performance of duties and responsibilities, so as to improve the instructional services in the Seminole County schools.

B. It is agreed that the procedures for assessing the performance of duties and responsibilities of all teachers will be consistent with Florida Statutes.

C. In addition to the statutory requirement the Board and the Association agree to the following:

1. Teachers will be familiarized with the forms and procedures to be used in their formal observation and assessment.

2. Only the principal and/or his/her designee shall serve as teacher evaluators. Any person included in the Association's bargaining unit shall not be required to evaluate other persons included in the same bargaining unit.

3. All monitoring or observing of the work performance of a teacher shall be conducted openly.

4. All annual contract teachers shall be formally observed in the classroom (or the appropriate area if they are not a classroom teacher) at least once a semester during the teacher's employment. Each formal observation shall be for no less than thirty (30) minutes.

5. All continuing contract teachers and professional service contract teachers shall be observed in the classroom (or the appropriate area if they are not a classroom teacher) at least once each year.

6. Within five (5) school days after each formal observation the evaluator shall hold a post-observation conference with the teacher to discuss the written report of the observation.

7. The report shall contain an appraisal of strengths and deficiencies with recommendations and suggestions for correcting any noted deficiencies. It is understood that corrections of said deficiencies are the teacher's responsibility.

8. Only the evaluator(s), the teacher, and one (1) observer chosen by each may be present during the conference to discuss the formal observation.

9. Required classroom observation(s) and conference(s) to discuss the formal observation as mentioned above shall be completed by April 1 for annual contract teachers and May 1 for continuing contract teachers. This provision does not prohibit additional classroom observations from occurring after said dates.

D. An Annual Assessment pursuant to Florida Statutes will be completed no later than the last day of post-school each year. Any teacher receiving an unsatisfactory on their annual assessment shall have been notified of such deficiency on a previous general assessment or observation report at least fifteen (15) days prior to the teacher's annual assessment.

ARTICLE XXXI
TRANSFERS AND VACANCIES

A. Transfers

1. Voluntary

a. Teachers may initiate a request in writing for transfer to any vacancy in the District. Said request shall be made directly to the administrator of the work center where the teacher is desiring to transfer with a copy submitted to the administrator of the present work center. The transfer request form shall include a description of prior experience and areas of certification.

b. The administrator of the cost center having a vacancy will interview those teachers presently employed at the other cost centers who have no less than an "at expectation" assessment and who meet the criteria established in subsection c. below when they apply for a specific advertised vacancy.

c. When determining whether a voluntary request for a vacant position will be granted the administrator will consider, but not be limited to, the following criteria:

- (1) Program needs
- (2) Teacher qualification
- (3) Teacher certification
- (4) Length of uninterrupted service in the district
- (5) Place of residence of teacher when request is based on energy conservation.

d. In the event a request for transfer occurs after August 1 and during the school year, the teacher must obtain a release from the administrator of the present work center. Said administrator has the sole discretion to deny such request.

2. Involuntary

a. When it becomes necessary to transfer a teacher or teachers, a written notice of transfer will be given to the teacher(s) being transferred as soon as practicable.

b. When a transfer of teachers is necessary all teachers at that work center will be given the opportunity to volunteer.

c. A list of vacant positions in other work centers in the District will be made available to all teachers being transferred.

d. The selection of teachers to fill vacancies will be based on, but not be limited to the following criteria:

(1) Program needs

(2) Teacher qualification

(3) Teacher certification

(4) Length of uninterrupted service in the district

(5) Place of residence of teacher when request is based on energy conservation.

e. If extremely unusual circumstances arise which may adversely affect the welfare of the teacher or the school, the Superintendent may involuntarily transfer a teacher even though volunteers may be available.

f. In the event that an entire instructional program which receives special funding is moved from one (1) school site to another, the teachers in said program may be involuntarily moved with the program.

B. Vacancies.

1. The District shall maintain a twenty-four (24) hour continuous hotline to provide employees with knowledge of bargaining unit vacancies. Information shall be updated on a daily basis and shall include a description of the position or job title, cost center location, and name of the appropriate contact person. The notice shall remain on the hotline for a minimum of three (3) days.

2. A list of known vacancies in all certificated positions in the district for the coming year shall be posted in each work center by May 10. A current listing of vacancies shall be available in the district office thereafter until the first day of classes.

3. Any vacancy for the coming school year occurring after May 9th and prior to August 1st shall remain open for at least four (4) working days.

4. The Administration may recruit applicants during the school year, prior to the last day of post school, and employ same to fill vacancies that will occur during the following school year, provided that the applicant is seeking a critical area position or is a member of an under-represented class.

5. Such applicant may be employed to fill growth positions or to replace a teacher who is retiring, resigning employment or who is going on extended leave.

6. In the event an annual contract teacher who is employed in a critical area position or is a member of the under-represented class and who has received nothing less than a satisfactory evaluation in any area on the annual assessment is not recommended for re-appointment, said teacher will be placed in the District critical area/under-represented class pool to be employed the ensuing year.

7. Critical area positions as described in 4. above shall be determined by the administration with notification provided to the Association by January 1 or prior to beginning recruiting, whichever comes first.

ARTICLE XXXII WORKING CONDITIONS

A. The Board, as it deems sufficient, will provide for the purchase of new or replacement textbooks, library books or other instructional materials, supplies and equipment to support the instructional programs of the school.

B. The Board shall establish the F.T.E. values for the purpose of appropriating funds to the schools for the instructional and extra-curricular programs in accordance with Florida Statutes.

C. The principal shall advise the faculty each Spring of the projected amount of monies available for the purchase of instructional supplies, materials, and equipment for the coming school year. In developing the instructional program budget for the school, the principal shall seek input from the faculty. The distribution of funds at the school level shall be determined by the building principal after consideration of input from the faculty.

D. Visitation of a teacher's class by persons other than School Board members, administrative/supervisory personnel shall be allowed only after permission has been granted by the building principal no less than twenty-four (24) hours prior to such visitation. Twenty-four (24) hour notice may be waived by the teacher. School tours are exempt from the twenty-four (24) hour notice.

E. The principal shall appoint curriculum representatives (team leaders, department chairpersons, curriculum representatives primary, and/or subject area representatives). Such persons will receive a supplement for duties beyond the normal work day. Such persons will receive a supplement in accordance with the differentiated salaries as found in Appendix B. Teachers shall not be required to serve as curriculum representatives unless they receive the supplement stated above. Curriculum representatives shall be appointed and notified in writing prior to post planning of each year.

F. Teacher participation in extra-curricular activities shall be voluntary. If no teacher volunteers, the principal may assign teachers in order to continue existing student activities.

G. Upon request, the principal may allow a teacher temporary access to his/her classroom or other areas necessary to carry out work assignment during non-school days or when the building is normally locked.

H. When the administration, after notification by and consultation with the teacher, determines the existence of an unhealthy or hazardous condition, teachers shall not be requested to perform tasks under such conditions. Teachers shall not be required to inspect facilities for bombs.

I. The administration shall determine the need and economic feasibility of providing, the following facilities:

1. A filing cabinet, serviceable chair and desk for each teacher;
2. Appropriately equipped, lighted restroom;
3. Lockable storage space in each classroom;
4. A work area for teachers;
5. A communication system for the school;
6. Air-conditioned classrooms;

7. Telephone service available to teachers for official school business;

8. Parking areas for teachers at each school;

9. Teaching stations for special subject areas;

10. Appropriate safety equipment;

11. Space in each school building for special services/classes;

12. Custodial services shall be provided by the Board to maintain classrooms and other learning areas of each school in a clean condition.

J. School-wide announcements shall be made at certain designated periods. Reasonable effort will be made to avoid unnecessary announcements and interruptions.

K. Reprimands involving the teacher's professional ability, character or integrity shall be conducted in private. In other instances where the behavior of the teacher requires immediate action on the part of the administrator, the administrator will use professional discretion.

L. Profits from food and soft drink vending machines in areas not accessible to students, such as teacher work rooms and/or teacher lounges, shall be expended as determined by the employees in the school. Records of receipts and expenditures of such machines shall be on file with the school's bookkeeper and shall be made available upon reasonable request.

M. When special programs or assemblies are planned, teachers shall be given at least a two (2) day notice.

N. In order to insure communications with the parents regarding unauthorized absence from class by students, teachers may be required by the principal to telephone parents of students absent from class. When so required, telephones will be provided.

O. Teachers shall be required to keep records and prepare reports as may be required by State and Federal statutes and regulations of State Board of Education.

P. The principal may delegate to any teacher responsibility for the control and direction of the students of the school. Distribution of these duties among teachers available at the designated time will be as equitable as possible.

Q. The Board may provide garments for special subject teachers (e.g. shop, art). Teachers may make recommendations toward establishing priorities on local school funds to be used for this purpose. When such garments are purchased from local school funds, teachers shall wear same in the performance of their applicable duties.

R. Elementary teachers working in self-contained classrooms shall be given a restroom break, as needed, during that portion of the day in which their regular planning period is not scheduled.

S. Teachers shall not be required to check for head lice on a regular basis. In cases of suspected school-wide infestation teachers may be requested to check for head lice.

T. If a parent becomes verbally abusive to a teacher(s) when no administrator is present, the teacher(s) shall not be expected to remain as a participant in the conference. If the administrator is present during a conference in which a teacher may be verbally abused, the administrator will use his/her professional judgement to determine whether or not the conference will continue. Verbal abuse shall mean screaming/yelling, the repeated use of profanity or threats.

U. Any teacher assigned to more than one room shall have lockable storage space for his/her use.

V. During the time when teachers are not assigned classes, the working day shall be devoted to tasks assigned by the principal or other administrators. Said task shall be assigned in an equitable manner.

TERM OF AGREEMENT

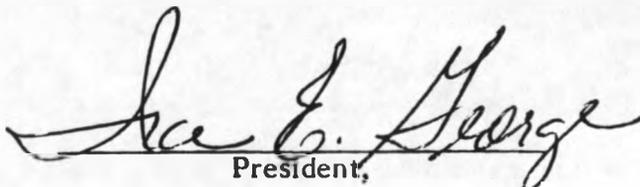
The Board and the Bargaining Agent acknowledge that during the negotiations, which result in this Agreement, each had the right and opportunity to make proposals and counter proposals, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, each party agrees that the other shall not be obligated to negotiate with respect to any subject matter not specifically referred to or covered in this Agreement.

The provisions of this Agreement shall be binding upon the parties hereto and upon their successors.

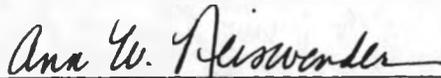
The foregoing shall become effective the 15th day of August 1990, and shall be implemented on the date following ratification by both parties, and shall continue in effect until June 30, 1993, with the exception of re-openers cited in the article "Negotiation Procedures and Guidelines" in which case such re-openers will continue in effect until June 30 of the year in which they are re-opened.

The foregoing Agreement was ratified by the Seminole Education Association, Inc., the 28th day of August 1990 and by the School Board of Seminole County, Florida the 28th day of August 1990.

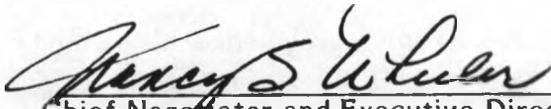
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed.



President,
Seminole Education Association, Inc.



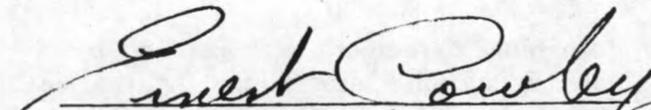
Chairman,
School Board of Seminole County, Florida



Chief Negotiator and Executive Director,
Seminole Education Association, Inc.



Superintendent,
School Board of Seminole County, Florida



Chief Negotiator,
School Board of Seminole County, Florida

Appendix A

REGISTER # _____
BARGAINING UNIT _____

SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA
OFFICIAL GRIEVANCE FORM

NAME OF GRIEVANT(S) _____

MAILING ADDRESS _____

_____ ZIP _____

WORK CENTER _____ POSITION TITLE _____

DATE OF ALLEGED VIOLATION _____ DATE FILED _____

CONTRACT PROVISION(S) ALLEGED VIOLATION:
Article _____ Section _____ Paragraph _____

STATEMENT OF FACTS (BE SPECIFIC)

REMEDY REQUESTED:

SIGNATURE OF GRIEVANT _____

.....

STEP 1: DATE RECEIVED BY ADMINISTRATOR _____ INITIAL _____

DISPOSITION: DENIED _____ GRANTED _____ BASIS: _____

SIGNATURE _____ DATE MAILED/DELIVERED _____

SIGNATURE OF RECIPIENT _____ DATE _____

.....

STEP 2: DATE RECEIVED BY SUPERINTENDENT _____ INITIAL _____

DISPOSITION: DENIED _____ GRANTED _____ BASIS: _____

SIGNATURE _____ DATE MAILED/DELIVERED _____

SIGNATURE OF RECIPIENT _____ DATE _____

DISTRIBUTION:

- 1 - Administrator
- 2 - Grievant
- 3 - Employee Relations
- 4 - Bargaining Unit

APPENDIX B
1990-91
SUPPLEMENTS

Supplements are paid for assigned duties beyond the normal work day.

Additional compensation shall be paid to those individuals who hold the position listed below. The figures given represent percentages of the base salary as contained in Appendix C.

Maximum supplement(s) to be paid any teacher shall not exceed .2825 of base (\$5,650.28).

I. SUPPLEMENT SCHEDULE FOR INSTRUCTIONAL POSITIONS

Payment for the following positions will be included in the teacher's regular salary check and will be reflected as part of the annual salary.

	<u>INDEX</u>	<u>AMOUNT</u>
Attendance Assistant, Visiting Teacher	.0471	\$ 942.04
Curriculum Representative - Primary	.0565	1,130.05
Dean	.0942	1,884.09
Guidance Counselor	.0659	1,318.06
High School Band Director	.1601	3,202.16
High School Chorus Director	.0848	1,696.08
Homebound Chairman	.0659	1,318.06
School Social Worker I	.1130	2,260.11
School Social Worker II	.0471	942.04
Staffing Specialist	.0659	1,318.06

II. EXTRA-CURRICULAR, ATHLETIC COACHES AND OTHER SUPPLEMENTS

The Board and the Association agree that extra-curricular and coaching positions are not considered hours, wages, terms and conditions of employment of the classroom teacher as certified in the Bargaining Unit. The Board and the Association agree to include extra-curricular supplemental pay and seasonal schedules for pay purposes as a part of this agreement. All other matters related to extra-curricular and athletic coaching duties are not considered a part of this agreement and shall remain within the purview of the Board.

A. EXTRA CURRICULAR AND OTHER SUPPLEMENTS

Payment for the following supplements will be included in the teacher's regular salary checks.

	<u>INDEX</u>	<u>AMOUNT</u>
Academic Games Sponsor (limit one per high school)	.0377	754.03
Curriculum Representative	.0565	1,130.05
Discretionary Supplements (Per school: HS-10, MS-3, ES-2)	.0188	376.01
Drama Coach (At least 2 Major Productions)	.0848	1,696.08
Future Educators Club Sponsor	.0188	376.01
High School Newspaper Sponsor	.0565	1,130.05
High School Yearbook Sponsor	.1413	2,826.14
High School Yearbook Sponsor (Halftime)	.0706	1,412.07
Peer Teacher	.0565	1,130.05

B. SUPPLEMENT SCHEDULE FOR ATHLETIC COACHES

1. Payment for the following coach positions will be included in the teacher's regular salary checks:

	<u>INDEX</u>	<u>AMOUNT</u>
Athletic Director or Business Manager	.1800	3,600.18
Assistant Athletic Director	.0942	1,884.09
Trainer (Certified)	.2355	4,710.23
Intramurals Coach	.0565	1,130.05

2. Payment for the following coach positions will be distributed for the particular sport during the course of the sport as scheduled in C. below. Such supplement will be distributed in equal payments on the second pay date of each month.

<u>SPORT</u>	<u>INDEX</u>	<u>AMOUNT</u>
<u>FOOTBALL</u>		
Head Coach	.1601	3,202.16
Assistant Coach	.1130	2,260.11
<u>BASKETBALL</u>		
Head Coach	.1413	2,826.14
Assistant Coach	.1130	2,260.11
<u>BASEBALL</u>		
Head Coach	.1225	2,450.12
Assistant Coach	.0942	1,884.09
<u>BOWLING</u>		
Head Coach	.0848	1,696.08
<u>SOFTBALL</u>		
Head Coach	.1225	2,450.12
Assistant Coach	.0942	1,884.09

	<u>INDEX</u>	<u>AMOUNT</u>
<u>TRACK</u>		
Head Coach	.1225	2,450.12
Assistant Coach	.0942	1,884.09
Cross Country	.0942	1,884.09
<u>SWIMMING</u>		
Head Coach	.0942	1,884.09
Assistant Coach	.0754	1,508.07
<u>GOLF</u>	.0848	1,696.08
<u>TENNIS</u>		
Head Coach	.0848	1,696.08
Assistant Coach	.0659	1,318.06
<u>WRESTLING</u>		
Head Coach	.1225	2,450.12
Assistant Coach	.0942	1,884.09
<u>SOCCER</u>		
Head Coach	.1225	2,450.12
Assistant Coach	.0942	1,884.09
<u>WEIGHTLIFTING</u>		
	.0659	1,318.06
<u>VOLLEYBALL</u>		
Head Coach	.0848	1,696.08
Assistant Coach	.0659	1,318.06
<u>DANCE TEAM DIRECTOR</u>		
	.0942	1,884.09
<u>HEAD CHEERLEADER SPONSOR</u>		
Assistant Cheerleader Sponsor	.0471	942.04
<u>GYMNASTICS</u>		
	.0848	1,696.08

3. If an employee resigns or separates employment for any reason before completing the duties required to receive full supplement, an adjustment will be made based upon the daily rate of pay for the supplement times the number of days worked in the designated coaching season.

4. Ten percent (10%) of the football supplement will be withheld to be paid upon completion of Spring practice.

C. SEASON SCHEDULE-1990-91

(SEASON)

(TIME)

Football (4½ Months)

Mid-August Through November
(and Spring Practice - May)

Basketball (4 Months)

November Through February

Baseball (3½ Months)

Mid-January Through April

Bowling (3 Months)

Mid-August Through Mid-November

Track (3½ Months)

Mid-January Through April

Swimming (3 Months)

Mid-August Through Mid-November

Golf (3½ Months)

Mid-January Through April

Tennis (3 Months)

Mid-January Through Mid-April

Cross Country(3 Months)

Mid-August Through Mid-November

Soccer (3½ Months)

November Through Mid-February

Wrestling (3½ Months)

November Through Mid-February

Volleyball (3 Months)

Mid-August Through Mid-November

Softball (3½ Months)

Mid-January Through April

Gymnastics (4 Months)

January Through April

Weightlifting (3 Months)

January Through March

Drill Team (3½ Months)

Mid-August Through November

Cheerleader (6½ Months)

Mid-August Through February

APPENDIX C
 SALARY SCHEDULE FISCAL YEAR 1990-91
 BASE \$ 20,001.00
 TEACHERS

RANK III / BACHELOR

	AC/PROBATIONARY INDEX	CC/PSC INDEX	CC-10/PSC-10 INDEX	
	20,001			0
	20,137			1
	20,317			2
	20,662	21,238		3
	21,051	21,545		4
	21,935	22,302		5
	22,130	22,713		6
	22,327	23,503		7
	22,521	24,284		8
	22,718	25,069		9
	22,914	25,848	26,775	10
	23,374	26,833	27,591	11
	23,698	27,615	28,414	12
	24,089	28,397	29,191	13
	24,284	28,984	29,966	14
	24,493	29,574	30,748	15
	25,367	31,697	33,995	16

An additional \$300.00 longevity increment will be given to each teacher with 20 or more years of experience.

APPENDIX C
 SALARY SCHEDULE FISCAL YEAR 1990-91
 BASE \$ 20,001.00
 TEACHERS

RANK II / MASTER		AC/PROBATIONARY	CC/PSC	CC-10/PSC-10	PSYCHOLOGIST	
	INDEX	INDEX	INDEX	INDEX	INDEX	
0	22,565				27,755	0
1	22,763				28,192	1
2	22,951				28,633	2
3	23,392		24,045		29,206	3
4	24,170		24,738		29,780	4
5	25,069		25,313		30,354	5
6	25,264		25,731		30,927	6
7	25,459		26,510		31,500	7
8	25,655		27,290		32,075	8
9	25,851		28,070		32,647	9
10	26,048		29,045	29,855	33,221	10
11	26,439		29,826	30,805	33,795	11
12	26,830		30,605	31,396	34,369	12
13	27,220		31,386	32,162	34,942	13
14	27,418		31,968	32,942	35,516	14
15	27,615		32,552	33,725	36,088	15
16	28,500		34,815	37,091	37,948	16

An additional \$300.00 longevity increment will be given to each teacher with 20 or more years of experience.

APPENDIX C
 SALARY SCHEDULE FISCAL YEAR 1990-91
 BASE PAY 20,001.00
 TEACHERS

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	RANK IA / SPECIALIST		RANK I / DOCTORATE		
	TEACHER INDEX	SCHOOL PSYCHOLOGIST INDEX	TEACHER INDEX	SCHOOL PSYCHOLOGIST INDEX	
0	24,729	29,777	0	26,070	30,924
1	24,935	30,248	1	26,260	31,481
2	25,140	30,732	2	26,445	32,067
3	25,345	31,307	3	26,901	32,642
4	26,033	31,879	4	27,366	33,216
5	27,460	32,453	5	28,826	33,788
6	28,024	33,027	6	29,239	34,362
7	28,454	33,600	7	30,019	34,937
8	29,326	34,174	8	30,800	35,509
9	30,214	34,748	9	31,577	36,083
10	31,118	35,321	10	32,552	36,657
11	32,018	35,895	11	34,428	37,230
12	33,542	36,468	12	34,905	37,804
13	34,320	37,041	13	35,674	38,377
14	35,487	37,616	14	36,452	38,951
15	35,865	38,189	15	37,230	39,525
16	39,100	39,631	16	40,457	40,958

An additional \$300.00 longevity increment will be given to each teacher with 20 or more years of experience.

APPENDIX D

SCHOOL CALENDAR 1990-91

	<u>BEGINN</u>	<u>ENDS</u> (End of Day)
Pre-School Planning	Aug. 15	Aug. 21
Teacher Staff Development	Aug. 16	
Opening of School	Aug. 22	
Labor Day Holiday	Sept. 3	
Teacher Staff Development	Oct. 19	
End of 1st Grading Period (45 Days)	Oct. 25	
Teacher Work Day/Staff Development Day	Oct. 26	
Thanksgiving Holiday and Vacation	Nov. 22	Nov. 23
Winter Vacation	Dec. 17	Jan. 2
New Year's Day Holiday	Jan. 1	
Classes Resume	Jan. 3	
End of 2nd Grading Period (45 Days)	Jan. 18	
Student Non-Attendance Day	Jan. 21	
Teacher Work Day/Staff Development Day	Jan. 22	
Student Non-Attendance Day	Feb. 18	
Student Non-Attendance Day/Make-up Day, if Needed	Mar. 22	
End of 3rd Grading Period (44 Days)	Mar. 27	
Teacher Work Day/Staff Development Day	Mar. 28	
Spring Vacation	Mar. 29	Apr. 5
Classes Resume	Apr. 8	
Memorial Day Holiday	May 27	
Last Day of Attendance (46 Days)	June 11	
Make-up Day, if Needed	June 12	
Graduation	June 11, 12, 13 (School Option)	
Post-School Planning	June 12	June 14
 <u>Summer Session - 1991</u>		
5 Day Week	June 24 (Excluding July 4)	Aug. 5 July 4)
4 Day Week	June 24 (Excluding July 4)	Aug. 1 July 4)

APPENDIX E
PAY DATES 1990-91

Aug. 31	Feb. 1
Sept. 14	Feb. 15
Sept. 28	Mar. 1
Oct. 12	Mar. 15
Oct. 26	Mar. 28
Nov. 9	Apr. 12
Nov. 21	Apr. 26
Dec. 7	May 10
Dec. 14	May 24
Jan. 4.	June 14
Jan. 18	

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Working Conditions	93
Youth Corp	16

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