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Title: **Volusia County School Board and Volusia Teachers Organization, Florida Education Association (FEA), National Education Association (NEA), American Federation of Teachers (AFT), AFL-CIO (2003) (MOA)**

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CONTRACT

BETWEEN

THE SCHOOL BOARD OF VOLUSIA COUNTY

AND

THE VOLUSIA TEACHERS ORGANIZATION

2003-2006

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ARTICLE 1 RECOGNITION

The School Board of Volusia County recognizes the Volusia Teachers Organization, FEA, AFT, NEA, AFL-CIO, hereafter referred to as the Union, as the exclusive bargaining agent of the employees described in the certification issued by the Public Employees Relations Commission in Case RC-90-016 issued June 11, 1990.

ARTICLE 2 DEFINITIONS

ADDRESS - The address of an employee provided by him to the Board.

ADMINISTRATOR - An employee of the Board who is excluded from the bargaining units and who qualifies as an "administrator" under the definitions set out in the Florida School Code.

AGREEMENT - The document which delineates the terms which are mutually agreed to as the result of collective bargaining.

BARGAINING AGENT - Volusia Teachers Organization

BOARD/EMPLOYER - The School Board of Volusia County, Florida, or its designee.

CONTINUING CONTRACT - May be used interchangeably with the term "tenure" throughout this agreement. This definition shall not be interpreted to cause an employee to gain or lose any rights under applicable laws pertaining to continuing contracts or tenure.

CONTINUOUS SERVICE - Non-interrupted service to the Volusia County School System from the first day of service. Absence from service by an approved School Board unpaid leave shall not be deemed an interruption in continuous service.

DOE - State Department of Education

EMERGENCY - An unforeseen occasion requiring immediate action.

EMPLOYEE - A member of the bargaining unit as defined in Article I unless otherwise indicated.

FULL-TIME - For purposes of the group life and health insurance plan only, an employee who is more than a half-time employee is considered to be a full-time employee.

HE/HIS/HIM - Whenever the masculine gender is used in this agreement, it shall also include the feminine gender and vice versa.

IMMEDIATE SUPERVISOR - The person in an administrative or supervisory position directly responsible for the supervision and direction of an employee and to whom the employee is directly responsible.

INVOLUNTARY TRANSFER – An involuntary transfer shall be defined as a transfer initiated by the employer.

PARTIES - Includes both the School Board and the Union (VTO) and their duly authorized representatives.

PERC - The Public Employees Relations Commission of the State of Florida.

PRINCIPAL - The chief administrator of a school or his designee.

REASSIGNMENT – A reassignment shall be a change in assignment within a school or a district level department.

REGULAR WORK WEEK - Monday through Friday unless otherwise indicated in the Agreement.

SCHOOL - Each work site where teaching is conducted for which the Volusia County School Board is responsible.

SCHOOL CALENDAR - The School Calendar as adopted by the Board.

SELF-CONTAINED COMBINATION CLASS - A class in which children from two or more elementary grades receive all their academic instruction from the employee.

SENIORITY - Seniority is defined as the employee's length of continuous service from his date of last employment with the Board.

SUPERINTENDENT - The Superintendent of Schools or his designee.

TEACHER - An employee as defined in Article 1.

TEACHER HOLIDAY - As adopted in the school calendar.

TERMINATION - For agreement purposes, shall be defined as death, retirement, resignation, or discharge.

TRANSFER – A transfer shall be defined as a change in position from one school to another or to a district level department.

UNION - The Volusia Teachers Organization.

UNION STEWARD - The representative as designated by the Union at the individual worksite.

VACANCY - A vacancy shall be defined as any unoccupied authorized position which falls within the bargaining unit.

VOLUNTARY TRANSFER – A voluntary transfer shall be defined as a transfer initiated by the employee.

WORK DAY - A duty day of the employee as indicated in the agreement.

WORK YEAR - The basic contract period as described in this agreement in Articles 9 & 26.

ARTICLE 3

SCOPE OF BARGAINING

A. Scope

Collective bargaining between the Board and the Union shall be governed by Chapter 447 of the Florida Statutes, inclusive of mediation and impasse provisions thereof.

B. School Calendar

The Board and the Union shall work cooperatively to set the School Board calendar. The calendar shall not be changed without bargaining over the impact, except for changes necessitated by local, state or national emergencies.

C. Agreement

1. This contract shall not be altered, amended or changed except in writing and signed by both the Board and the Union, which writings shall be appended hereto and become part hereof.
2. In the event that any provision or article of this contract is ultimately held or determined invalid or void for any reason by any judicial or administrative authority of competent jurisdiction, all other articles and provisions of the contract shall remain in full force and effect. Within ten days after receipt of such decision, the parties shall meet for the purpose of renegotiating the provision or article.
3. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement.
4. An individual contract which is executed during the term of this Agreement between the Board and an employee shall be made expressly subject to the terms of this Agreement. An individual contract which is executed during an interim period between this and subsequent agreements between the Board and an employee shall contain a clause providing that after execution of this Agreement, said individual contract shall be brought into conformity with the terms of that agreement.
5. Each party shall bear the full cost of its participation in collective bargaining sessions and grievance and arbitration hearings. Time spent by employees during work hours, on behalf of themselves or the Union, shall be without loss of salary and fringe benefits providing that they or the Union shall reimburse the school system for substitute costs when necessary. Both parties agree to schedule such activities to interfere as little as possible with instruction of students. Time spent participating in collective bargaining sessions and grievance and arbitration hearings shall not count against union leave.

6. Memorandum of Understanding

The parties agree that, as a matter of procedure, bargaining may take place outside the normal schedule as prescribed in the Agreement. In these events, the parties shall reduce all agreements to writing, entitled Memorandum of Understanding, and executed by the Superintendent and Union president.

These Memoranda of Understanding shall be in full force and effect and subject to the grievance procedure until such time as they are ratified by the parties.

The parties shall include all Memoranda of Understanding in the next regularly scheduled negotiations and ratification procedure.

ARTICLE 4
UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS

A. Union Access and Exclusivity

1. Bulletin Boards

- a. The Board shall provide space for bulletin boards for VTO in all lounges, planning areas, teacher cafeterias, or other such areas as mutually agreed to by the parties. The Board shall not grant any other employee organization exclusive bulletin board privileges for matters dealing with this Bargaining Unit, unless otherwise required by law.
- b. The Union will not distribute or post political, defamatory, slanderous, or libelous material anywhere on school property.

2. Mail System

- a. The VTO shall have the right to use the school mail system, to include school mailboxes, provided that it agrees to pay any cost assessed by the United States Postal Service. The Board shall not grant any other employee organization these privileges for matters dealing with this bargaining unit unless otherwise required by law.
- b. The VTO shall have use of the school electronic mail system for the purpose of informing members of scheduled meetings, implementing the collective bargaining agreement, and for information distribution including, but not limited to: surveys (excluding climate surveys and the results of those surveys), newsletters, ratification materials, grievance processing activities, professional issues, and benefits of membership. VTO shall comply with all applicable federal, state and local laws, and policies regarding the use of such systems.

VTO shall initiate its electronic communication through its building stewards so that they in turn, forward the communication to members in their building. VTO shall refrain from sending "blanket" emails to its membership. If any type of use of the electronic mail system by the VTO causes a problem with the functioning of that system, the administration shall inform the VTO of that fact, and the VTO shall then refrain from engaging in the type of use of electronic mail that caused the problem.

The use of the school electronic mail system by members of VTO for Union business described above shall not be considered personal use. The electronic mail system shall not be used for the distribution of information which is political (unless authorized by the Superintendent), slanderous, defamatory, libelous, or in any way critical of the school board, the superintendent or any administrator or other employee of the school board. An email shall not be considered to be critical if it serves to communicate a professional disagreement, and does not have the effect of undermining the school board, superintendent or other administrator. Should the

Union or its representative, acting on behalf of VTO, violate the terms of this article, the Superintendent shall have authority to suspend the right to use the electronic mail system for up to 90 calendar days after consultation with the VTO.

- c. The school mail system, email or the mail boxes will not be used by the Union for the distribution of literature which is political, slanderous, defamatory, or libelous.

3. Representative Access

- a. VTO representatives shall have access to non-work areas of any school during non-work time for the purpose of enforcing this agreement.
- b. The VTO shall have access to schools for the purpose of holding Union meetings. Such meetings shall be held only when employees are in a non-duty status.
- c. The Board shall not grant any other employee organization these privileges for matters dealing with this bargaining unit, unless otherwise required by law.

B. Union Assessments and Payroll Deduction

1. Union Assessments and Deductions

A member of the bargaining unit, and only such a member may present written authorization, using the form provided by the Union, to the Board to deduct union dues, uniform assessments, and TIGER/COPE deduction(s) from his salary. Each authorization shall be effective until the earlier of three occurrences:

- a. Thirty (30) days after written notice of revocation of said authorization by the employee to the Board and Union.
- b. Employee's termination of employment.
- c. Transfer of employee out of the bargaining unit.

2. The Board will provide up to two payroll deduction slots to be used for Union-designated services such as insurance, annuities or other employee related benefits in accordance with School Board policy and guidelines. Payroll deduction for the purpose of political action committees is prohibited under this section.

3. Insufficient Pay for Deductions

In the event a teacher's salary earnings within any pay period, after deductions for withholding, social security, retirement, health insurance, and other priority deductions, are not sufficient to cover dues, uniform assessments, or TIGER/COPE, it will be the responsibility of the Union to collect its dues and uniform assessments for that pay period directly from the teacher.

4. Remittance

The deductions and a list containing the names, social security numbers, and amount deducted from the teachers' checks for whom the deductions are made, will be forwarded to the Union within five days after the last working day of the month.

5. The Board shall not be required to collect fines, penalties, or special assessments levied or attempted to be levied upon its employees by the Union, its officers, agents, or members.

C. Union Leave

1. Union leave will be granted to as many as three teachers designated by the Union for the purpose of serving as representatives of the Union or its state or national affiliate. The Union will reimburse for salary and benefits accrued during such leave. Representatives on leave will continue to accrue seniority as if they had been in a duty status.
2. The School Board will grant Union leave of one day for official delegates to attend the FEA convention. The Union shall reimburse the School Board for the cost of the substitute.
3. Employees shall be granted leave days to conduct Union business. Such leave will be treated as leave with pay and will require prior approval of the Union and the Superintendent. The Union agrees to reimburse the Board for the cost of substitutes, if any.
 - a. A maximum of seventy (70) total work days per year may be granted for such leave.
 - b. Leave used for E R & D trainers, not to exceed twenty (20) days in any school year, shall be considered professional leave, and shall not be counted against union leave. Such leave shall not be available in the week prior to the administration of the FCAT or in the weeks in which the FCAT is administered.

D. Printing the Contract

The Board and the VTO will each pay its pro-rata share of the cost of printing the contract. Such printing will occur within thirty (30) days from ratification of the contract by the VTO and the School Board and shall be in a form mutually agreed to by the parties.

E. Information from the Board

1. The Board shall provide the Union with a complete set of School Board policies and changes thereof.
2. The Board agrees to furnish the Union upon specific request in writing, at the start of the school year, a current list of new teachers as such a list becomes available.
3. The Board shall provide VTO a computerized listing, on disc or CD, of all bargaining unit personnel, except as described below, which shall include their name, address, phone number, payroll dues deduction status, and school/work assignment. Said listing shall be provided at least on a quarterly basis. Said listing shall not include the address and phone number of any individual for whom such information is protected by law or any individual who requests that such information not be provided.
4. There shall be a Joint Labor Management Committee consisting of five (5) members selected by the VTO and five (5) members selected by the Superintendent. Said committee shall meet as a committee of the whole at least once every student quarter. The purpose of

the committee will be to share information which will be of benefit to the successful implementation of the Agreement and the goals of the Volusia County School Board.

ARTICLE 5 EMPLOYEE RIGHTS

A. Creditors

Except in those cases which involve borrowing from students, parents, or employees of the School Board, no employee shall have disciplinary action against them because of a debt complaint, and unless required by law. The Board shall not assist a creditor in collecting any debt except as may be required by law.

B. Charity

Employee participation in charitable drives is voluntary. Solicitations will be made, but attendance shall be optional and no pressure shall be used to require such participation. No school district employee will use his rank or position to coerce another employee into participating in a fundraising drive. Charitable presentations shall be made prior to or after faculty meetings.

C. Transporting Students

1. Employees shall not transport students except in accordance with School Board rules. The Board shall adopt a school board policy outlining the teacher's and the Board's responsibilities and liabilities. Said policy shall be included in all school handbooks beginning with the 2004-05 school year.
2. Teachers will not be required to transport pupils to and from activities which take place away from the school grounds.

D. Residual Rights

All employees who participate at their own cost, and on their own time in the production of tapes, publications, or other produced educational material shall retain residual rights should they be copyrighted or sold by the Board.

E. Health and Safety

1. The Board shall provide safety glasses and/or other safety equipment for all employees assigned to work areas where the employee is exposed to chemicals, other dangerous substances or conditions, or potentially infectious body fluids. The School Board reserves the right to determine such conditions within the requirements of law.
2. Employees shall not return to schools or other employment centers which have been evacuated due to bomb threats until clearance for such return has been given by proper authorities. Employees shall not be required to search for bombs.
3. Employees shall not be required to examine students physically for the presence of any communicable diseases or parasites.
4. Each building/administrative department staff shall have the following options:

- a. The Faculty Council will have the authority to distribute educational information on health and safety issues to the employees; or
 - b. A separate committee shall be formed to fulfill the same function
- 5. When an employee informs his or her building administrator/administrative department head of a health or safety concern, within three working days, the administrator/administrative department head will provide the employee with a response, in writing, listing actions taken by the administrator/administrative department head. The employee will be provided with a copy of any reports or related correspondence received by the building administrator/administrative department head regarding the employee's concern.
- F. Personnel files shall be maintained in accordance with Florida Statutes, Florida State Board of Education Administrative Rules, and Volusia County School Board Policy Number 412.

ARTICLE 6

BOARD MANAGEMENT RIGHTS

The Board retains each and every managerial prerogative, right, and privilege not expressly waived, modified or abridged by a specific provision of this Contract. Specifically, the parties agree that the Board has the unilateral right to exercise the following powers, the enumeration of which shall not constitute an exhaustive listing nor be indicative of the diminution of any other right, power, or privilege provided by law, including but not limited to:

- A. The Board retains the right to direct its employees and to hire, retain, promote, demote, reprimand (orally or in writing), suspend, or discharge, or take any other disciplinary action which the Board shall deem reasonable and for which just cause shall exist.
- B. The Board retains the right to direct the work of its Employees, to make, revoke, and modify the assignment and duties of its employees, at its discretion.
- C. The Board retains the right to determine the school calendar, the curriculum, the materials which are to be used in the instructional programs established by the Board, and to take all such other action as the Board may deem necessary within its discretion to carry forth its mission; provided, however, that in the event that the exercise of such discretion shall impact on wages, hours, or other terms and conditions of the Employees covered by the Contract, then the Board shall bargain, upon demand and consistent with applicable law with the Union.
- D. Nothing herein shall be construed as giving the Board the unilateral right to change, amend, delete or add to the specific terms of this Agreement unless that right is reserved in another part of this Contract.

ARTICLE 7

CHANGES IN PAST PRACTICES/TERMS/CONDITIONS OF EMPLOYMENT

- A. Bargaining unit-wide past practices of the parties shall not be changed without bargaining unless the practices, terms, and conditions of employment have been altered or changed by this Agreement.

- B. Past practices at an individual school, concerning work rules, which impact on an employee's terms and conditions of employment shall not be changed without notice to and consultation with the currently identified VTO building steward(s) as soon as practicable, but prior to implementation.

ARTICLE 8

FAIR PRACTICES

- A. Consistent with the Florida Statutes, Chapter 447, each employee in the bargaining unit has the right freely without fear of penalty or reprisal to form, join, and assist the Union, or act as steward or other representative, and to refrain from any such activity, and each employee shall be protected by the Union and the Board in the exercise of these rights.
- B. There shall be no illegal discrimination in employment, employment opportunities or job actions on the basis of race, color, religion, age, sex, national origin, handicap or marital status unless one or more of the above constitute a bona fide occupational qualification within the meaning of the law. No employee will be illegally discriminated against or given preference because of any of the above characteristics, unless otherwise required by law.
- C. Employees shall have the protection of all rights to which they are entitled by the Constitution of the United States, Federal Statutes, Florida Constitution, Florida Statutes, DOE Policies and Regulations and School Board Policies, including those set forth in Section A and B of this article, and the Grievance Article. Employees shall not be subjected to personnel practices which are prohibited by or in conflict with school board policy.
- D. All claims, or potential claims, whether legal, administrative or otherwise, of a violation, misinterpretation or misapplication of an employee's or group of employees' rights under this article or any of the law cited herein shall be subject to the grievance procedure but shall not be subject to arbitration except by mutual written consent of the parties. Should an employee or group of employees seek judicial or administrative relief with respect to the rights referred to in Section C, he or they shall relinquish the right to proceed through grievance.

ARTICLE 9

WORKING HOURS AND CONDITIONS

- A. The work year of the teachers shall be as follows:
 - 1. The basic contract period for ten-month teachers who have tenure shall be 196 days, including six paid holidays, ten teacher duty days and 180 student attendance days. For teachers hired prior to the end of the 2003-04 student year, the basic contract for ten-month teachers who are on an annual contract shall be 196 days, including six paid holidays, ten teacher duty days and 180 student attendance days. For teachers hired after the last student day of the 2003-04 school year, the basic contract for ten month teachers who are on an annual contract shall, in their first year of employment, be 199 days, including six paid holidays, thirteen teacher duty days, and 180 student attendance days. Specific dates shall be in accordance with the calendar except when otherwise authorized by law.
 - 2. In developing the new teacher orientation program, the district shall meet with VTO representatives to discuss the orientation program and the content of that program at the start of and during the design process for that program.

3. During pre-planning and post-planning, at least one half (1/2) of the work time shall be reserved for use by the teacher for activities and job responsibilities such as, but not limited to, class planning and preparation, required paperwork, parent conferences, team planning, and record keeping. The principal shall have the discretion to require attendance at faculty meetings, department meetings, grade level meetings, inservice meetings, etc., during the balance of the work time during pre-planning and post-planning.
 4. During duty days scheduled within the student year, at least one half (1/2) of each such day shall be reserved for use by the teacher for activities and job responsibilities such as, but not limited to, class planning and preparation, required paperwork, parent conferences, team planning, and record keeping. The principal shall have the discretion to require attendance at faculty meetings, department meetings, grade level meetings, curriculum meetings, inservice meetings, etc., during the balance of the work time during such duty days scheduled within the student year.
 5. In the case of job categories in which the established working year exceeds the basic contract period, compensation will be made as provided in Article 26-Compensation and the salary schedule.
 6. Nothing herein shall abridge the right of the Board to establish a different contract period when allowed by law, provided that before implementation of the new contract year the Board will, upon request, bargain with the Union with respect to any impact on the wages, hours, and terms and conditions of employment of the affected employees.
- B. Teachers will be assigned appropriate starting and dismissal times by the School Board. The work day of elementary teachers shall not exceed 7 hours. The work day of secondary teachers shall not exceed 7 1/2 hours, except as provided herein. It is recognized that while the work day for elementary teachers is ½ hour less than the work day for middle school and high school teachers, elementary teachers, in addition to classroom instruction, engage in a large amount of parental contact and paperwork.

Elementary Day – 7 Hours

300 minutes of instruction
(Daily average for the week)
25 - 30 minutes of uninterrupted lunch time
30 minutes continuous duty free planning within the student day (Daily average for the week)
30 minutes duty free planning time outside the student day (Daily average for the week)
The remainder of the 7 hours will include pre-school and post-school time

Middle School Day - 7 1/2 Hours

300 minutes of instruction
(Daily average for the week)
30 minutes of uninterrupted lunch time
Duty free planning equivalent to one class period
The remainder of the 7 1/2 hours will include student class change time and pre-school and post-school time

High School Day - 7 1/2 Hours

300 minutes of instruction

(Daily average for the week)

30 minutes of uninterrupted lunch time

Duty free planning equivalent to one class period

The remainder of the 7 1/2 hours will include student class change time and pre-school and post-school time

- C. Schools which use a class schedule that results in less than 300 minutes of instruction shall each develop a plan for teachers to use the time difference as instruction-related time. The plan shall be developed collaboratively by the faculty and school administration. Instruction-related time shall include but is not limited to activities such as parent conferences, tutoring, mentoring, staffing conferences, student success team, or any activity involving student instruction. Instruction shall be defined as time spent in the direct education of the student as assigned by the building principal.
- D. Employees whose scheduled work day is less than the full time equivalent but greater than half shall be entitled to a pro-rated uninterrupted lunch. Only teachers whose scheduled work day is the full seven hours (7) or seven and one half hour (7 ½) work day, whichever is appropriate based upon the position, shall be entitled to the duty free planning time during the student day as described in this article.
- E. Uninterrupted lunch time shall not include assisting students in the lunch line. Elementary schools that currently, during the 2003-04 school year, provide teachers with a thirty (30) minute lunch shall continue to do so. The remaining elementary schools shall continue to review their operations with the goal of being able to provide a thirty (30) minute lunch by the 2006-07 school year.
- F. Consistent with Section 1012.22 (1)(h), Florida Statutes, the purpose of planning time is to allow teachers time for planning during which they will not be directly responsible for student supervision. During such time, a building principal has the discretion to require the teacher to participate in meetings as may be necessary. However, teachers shall not be required by the building principal to attend inservice meetings, grade level meetings, department meetings or curriculum meetings during their planning time more than once per week, except in cases of emergency. The administration will continue its on going efforts in collaboration with the teachers to reduce paperwork required of teachers. If a principal believes it will be necessary to have teachers give up their planning time during the administration of FCAT, the principal shall first seek volunteers from the teaching staff with an appropriate schedule. If there are an insufficient number of volunteers, then the principal may designate the teachers who will be required to give up their planning time. Teachers called upon to give up their planning time during the administration of FCAT shall have the choice of receiving either an equivalent amount of time off on a duty day, or compensation at a rate of \$15 per hour.
- G. For as long as the middle schools continue to have a professional service period, that professional service period will be used for team planning, parent conferences, faculty meetings, and other staff meetings. Reasonable efforts will be made to limit the number of meetings scheduled by the principal during the professional service period, and to allow teachers time on a daily basis prior to the student day to be used at the teachers discretion.
- H. Teachers may be required to remain after the end of the regular work day, without additional compensation to attend school related general faculty meetings, school department meetings, and/or grade level meetings. Faculty meetings may also be used to deliver inservice education.

The building principal shall endeavor to ensure that such inservice is applicable to the entire staff. No teacher shall be required to attend more than one after- school faculty meeting, grade level meeting, department meeting, in-service meeting or curriculum meeting a week after the end of the regular work day without additional compensation at the teacher's hourly rate. Attendance at all other meetings beyond the regular work day for which compensation is not paid shall be at the option of the individual teacher, except attendance may be required at one Open House annually, or as otherwise provided in this contract.

- I. The Principal shall endeavor to minimize the number of meetings to be held during or after the end of the regular workday, except when additional compensation is to be paid for such meetings. When possible, the building principal shall consider the use of email to communicate with teachers.
- J. Teachers shall be notified of all meetings 24 hours in advance, except in cases of emergency. All faculty meetings, except on Duty Days, shall begin no later than 15 minutes after the student dismissal time and shall last no longer than one hour or begin no earlier than one hour prior to the beginning of the student day. Except in emergency cases, a written agenda should be made available to those who will be attending prior to the beginning of any faculty meeting.
- K. As much as practicable, non-teaching duties shall not be performed by teachers. These non-teaching duties include collecting money (except as in Section M of this Article); supervising cafeterias and buses; delivering books; taking inventories; distributing supplies; duplicating instructional materials; similar clerical and/or custodial duties. When supervisory needs are not met by teacher volunteers, and supervision of corridors, rest rooms, stairways and other areas is warranted as determined by the Principal, it will be assigned on a scheduled rotating basis. In lieu of performing duties on a scheduled rotating basis, a faculty may, with the approval of the principal, select an alternative plan for the faculty to provide such student supervision. The faculty shall vote by secret ballot on such plan, and the currently identified VTO steward or other building representative appointed by VTO shall conduct the voting.
- L. Specific planning time, apart from student contact hours and travel time, will be provided to all itinerant instructors.
- M. Teachers shall not be required to collect general instructional fees of a school-wide nature beyond the second week of school.
- N. Teacher attendance at sales presentations will be optional.
- O. Teachers shall not be required temporarily to perform administrative duties (out of the bargaining unit) above grade without appropriate compensation.
- P. Employees may engage in the private tutoring of students for profit, provided the following conditions exist:
 - 1. The teacher is not on duty status.
 - 2. The tutoring does not take place on school property or use district curriculum resources without permission of the principal.
 - 3. The teacher shall refrain from tutoring students enrolled in his instructional class.

Q. Early Release Days – Beginning with the 2004-2005 school year, early release days for students will be scheduled as follows.

- 1. On early release days, the student day shall be shortened by 60 minutes.**
- 2. A schedule for early release days not to exceed 32 days will be provided prior to the start of each school year, with Wednesday being the day of the week in which early release will be given. The class schedule that will be utilized on early release days will be discussed at a staff meeting during preplanning.**
- 3. The student time lost as a result of the early release days shall be added to the remaining student days in the year in order to avoid any loss of student learning time. No more than 10 minutes of additional instruction time shall be added to the student day in order to avoid any loss of student time. If this addition causes instruction time to exceed 300 minutes per day, such addition shall not be considered a violation of the collective bargaining agreement.**
- 4. All early release time shall be unscheduled and utilized at the discretion of the teacher for job responsibilities such as, but not limited to, class planning and preparation, required paperwork, parent conferences, team planning, and record keeping. District or school level administrators shall schedule no mandatory meetings, in-service or other activities during release time.**
- 5. The implementation of early release days shall not cause the teachers' normal work day to be extended on non-early release days.**

ARTICLE 10

WAIVER PROCEDURE FOR CRITICALLY-LOW-PERFORMING SCHOOLS

Should a school be identified by the Department of Education as a “critically low performing school”, the following procedure shall be available for waiving requirements under the collective bargaining agreement:

- 1. Under the direction of the superintendent, an improvement plan will be formulated for the school. If the plan includes any waiver of requirements under the collective bargaining agreement, any such waiver shall cite the specific articles to be waived and describe the proposed modifications to terms and conditions of employment that will exist for that school.**
- 2. Any waiver included in the improvement plan must be ratified by 80% of certified instructional staff at the school. Such staff shall be provided written notice of the waivers at least five days prior to voting on the waivers. The notice shall also include the date and time of the vote. Voting shall be by secret ballot conducted by the VTO steward or other representative appointed by the VTO, at times called by the principal.**
- 3. If the waivers are approved by the certificated instructional staff at the school, the waivers will be submitted to the VTO president and superintendent of schools for approval. If approved by the VTO president and the superintendent, such waivers shall become effective as specified by the approving parties and shall remain in effect for the remainder of the school year. Such waivers may be extended with the agreement of the VTO president and the superintendent of schools.**

4. Where a waiver results in lengthening of the school day or school year, specific consideration will be given to requests for transfer submitted based upon individual hardships caused by the waivers.
5. Should the superintendent initiate a reorganization/reapplication of the instructional staff at a “critically low performing school”, the superintendent shall have the authority to pay additional stipends to the instructional staff at the school. The superintendent shall notify the VTO in advance of any intent to pay additional stipends.

ARTICLE 11

WAIVER PROCEDURE/CHARTER SCHOOL DISTRICT

Should the principal, after consulting with the teachers serving on the School Advisory Council and the Faculty Council, if one is in place, wish to seek a waiver of one or more of the requirements of the collective bargaining agreement as it applies to that particular school, the following procedure shall be followed:

1. The principal shall draft the waiver request, which shall cite the specific articles to be waived and describe the proposed modifications to terms and conditions of employment that will exist for the school.
2. Any such waiver must be ratified by 80% of the certified instructional staff at the school. Such staff shall be provided written notice of the waivers at least five days prior to voting on the waivers. The notice shall also include the date and time of the vote. Voting shall be by secret ballot conducted by the VTO steward or other building representative appointed by the VTO, at times called by the principal.
3. If the waivers are approved by the certified instructional staff at the school, the waivers will be submitted to the VTO president and superintendent of schools for approval. If approved by the VTO president and the superintendent, such waivers shall become effective as specified by the approving parties and shall remain in effect for the remainder of the school year, or longer if specified in the vote. Such waivers may be extended or suspended by repeating the procedure specified in this article.
4. Where a waiver results in lengthening of the school day or year, specific consideration will be given to requests for transfer submitted based upon individual hardships caused by the waivers.

ARTICLE 12

FACULTY COUNCIL AND BUDGET COMMITTEE

A. Faculty Council

1. A faculty council for each school center may be organized and meet as needed. Said meetings may be held during the school day provided individual members do not have classes when the meetings are held. Members of the council shall be nominated and elected by secret ballot. The faculty council shall exist in addition to any other committee or group within the building. The council shall be elected in the spring/fall of each school year. In nominating and electing the members, teachers should make reasonable efforts to ensure that a teacher who is currently certified in ESOL, or who provides ESOL services, is on the Faculty Council, where applicable.

2. Said council shall consist of the following:
 - a. High School

One teacher from each of the following areas: 1) language arts, 2) math, 3) science, 4) art, music, physical education & drama, 5) guidance, media, 6) Cooperative Business Education, business, Diversified Cooperative Training, Distributed Educational Clubs of America, technology arts, agricultural science, 7) social studies, 8) Exceptional Student Education, 9) foreign language.
 - b. Middle School

One teacher from the following areas: 1) 6th grade, 2) 7th grade, 3) 8th grade, 4) Exceptional Student Education, 5) electives, 6) guidance, media, 7) dropout prevention, compensatory education, and Chapter I.
 - c. Elementary School

One teacher from each of the following areas: 1) primary K-1, 2) primary 2-3, 3) intermediate 4-5, 4) special areas (art, music, physical education), 5) Exceptional Student Education, 6) Resource/Consulting teachers/Media, guidance & dropout prevention.
 - d. The principal or designee may at his or her option serve as a member or ex-officio member of the faculty council.
3. The faculty council shall select its chairperson from within its membership. The term of office for members of the council shall be for one (1) school year. The Union steward, if not a member of the faculty council, may attend meetings of the council and be a resource person at the request of the council.
4. When vacancies occur they shall be filled by election as provided in Section A-2 of this Article.
5. Faculty councils shall be established as soon as practicable after ratification of this agreement.
6. The faculty council may advise the school building principal regarding rules that govern the school.
7. The purpose of the council is to provide input pertaining to local school policy and procedures. However, grievances may not be discussed.
8. The faculty council will involve the total staff in recommending the development and revision of written policies affecting the school.
9. All actions taken by the faculty council will be advisory to the principal and shall not become binding in absence of concurrence by the principal.
10. Individual faculty councils will have the ability to promulgate individual operating procedures.

11. In cases of procedural disputes, *Roberts Rules of Order* will prevail.
12. The faculty council will reach decision by consensus.

B. Budget Committee

1. The budget committee shall be comprised of all department chairpersons, the currently identified VTO steward or other building representative appointed by VTO and a member of the faculty elected by the faculty. If any chair chooses not to serve in this capacity, he will conduct an election within the department so as to determine who will serve in his place.
2. The budget committee shall elect its own committee chairperson. The chairperson shall be responsible for the transmitting of budget information regarding the school budget to their committee and the faculty council.
3. The budget committee shall make recommendations, in recorded form, to the principal pertaining to the allocations of instructional non-salary general revenue funds. The budget committee shall seek the input of the faculty council, and members of their constituency, prior to making its recommendations.
4. After the monies are distributed, no change in the distribution within a school center will be made without the approval of the members of the budget committee. The budget committee will provide a process for emergency allocations when school is not in session.
5. The individual school budget allocations will be adjusted to reflect the changes in enrollment after the first FTE count of the school year. Unusual fluctuations in student enrollment within the individual school will be considered for subsequent changes in budget allocations.
6. The written recommendation or results shall be given to all teachers at the school.
7. The budget committee shall meet at least twice per year, once in the first semester and once in the second semester.

ARTICLE 13
STAFF DEVELOPMENT AND IN-SERVICE EDUCATION

A. Inservice Education - Inservice education for teachers shall be in accordance with the following procedures:

1. Voluntary inservice training shall be based upon and developed from needs assessments and/or special requests solicited from the teachers.
2. When the Board or administration determines that involuntary inservice training is necessary, the following criteria shall be employed:
 - a. A training component including the purposes, type of participants, length of training, type and nature of credit (if any) being offered, specific objectives, and evaluation procedures which shall include pre- and post-assessments shall be developed for inservice education. Participants meeting criteria for mastery on the pre-assessment may be excused from the mandated training.

- b. When possible, at least one alternative training time may be made available for participants.
- B. The Board will pay the full cost of reasonable expenses incurred in connection with any workshops, seminars, conferences, or other such sessions which a teacher is required by the administration to take. When sessions are scheduled during the school day, substitutes for classroom teachers who are required or requested to attend will be provided by the Board when sessions involve one-half day or more. When such sessions cannot be given during the school day, the Board retains the right to require attendance, when deemed necessary by the Board. Employees will be compensated consistent with the terms of this agreement.
- C. Nothing herein shall limit the power of the Board to require in-service education whenever it deems necessary. Workshop opportunities offered through the Union will, if pre-approved by the Superintendent, be accepted for the purpose of in-service points.
- D. Supervision of Student Teachers and Interns

Supervision by a teacher of a student teacher or an intern shall be voluntary.

ARTICLE 14 **TEACHER EVALUATION**

- A. Teachers shall be evaluated at least once a year and the evaluation shall be completed prior to April 30 of the school year, in the absence of extenuating circumstances. All evaluations shall be made in accordance with the procedures set forth in the VCTAS Handbook, Chapter 1012.34 F.S. and other applicable state statutes.
- B. Any modification or change in the Volusia County Teachers Assessment System, not within the managerial prerogative of the Board, shall be mutually developed by the Joint Committee. In the absence of consensus, the Board Committee will submit the issue(s) to the Board to decide the question.
- C. Each teacher shall be given a copy of any form or report on which his signature is required. Forms and reports shall not be forwarded for placement into a teacher's official personnel file without the teacher receiving a signed copy and an opportunity to discuss such report with his evaluator. After such discussion, the teacher shall sign the report, but the teacher's signature does not necessarily indicate agreement with its contents. The teacher has a right to submit a written rebuttal which shall become a part of the evaluation records. Areas of performance evaluations involving the professional judgment of a supervisor are not grievable.
- D. No member of the Bargaining Unit shall be required to formally evaluate another member of the Bargaining Unit. Principals or their administrative designee may receive input from appropriately statutorily qualified and trained department chairpersons. Any bargaining unit member required to participate in the evaluation of another employee shall receive guidance and advice from the building administrator regarding the evaluation process.
- E. Unscheduled observations for the purpose(s) of formal evaluation shall be conducted with the full knowledge of the one being evaluated.

- F. During any discussions with or questioning of a teacher regarding his professional competence where such discussion or questions might lead to discipline (VCTAS Stage 3), the teacher, upon request, shall be entitled to: (1) Union representation provided the teacher is a union member; or (2) other representation as provided by law if not a union member. Except in cases of emergency, a teacher's request for twenty-four (24) hours notice of such meetings shall be granted.

ARTICLE 15

TRANSFER AND VACANCIES

A. Voluntary Transfer

All voluntary transfer requests are subject to the approval of the Superintendent. Teachers may request a voluntary transfer in the following manner.

1. Voluntary transfer requests for a subsequent school year may be made between March 20th and May 5th, or between the last day of post-planning and July 15th. Such transfers shall require the approval of the receiving principal, but not the sending principal.
2. Voluntary transfer requests for a current school year may be made between July 16th and March 19th. Such transfer requests shall require the approval of the receiving principal and the sending principal. A sending principal shall not be permitted to withhold approval for more than twenty (20) work days after notification from the Personnel Services Division except where the teacher is currently assigned to a position in an area determined to be a critical shortage area by the Department of Education and/or the Superintendent. The Union shall be notified of the areas determined by the Superintendent to be a critical shortage area.

B. Involuntary Transfer Due to Changes in Enrollment/In the Best Interest of the School System

1. Transfer of teachers because of changes in enrollment or in the best interest of the school system or due to a reduction in allocations is to be determined by the Superintendent. The teachers so transferred shall have the opportunity to meet with the Superintendent and a representative of the teacher's choice to discuss the need and desirability of a such a transfer.
2. Involuntary transfers shall not occur in the year when a teacher will be considered for tenure, unless determined by the Superintendent to be in the best interest of the school district.

C. Involuntary Transfers Due to Reduction in Allocations

The parties recognize that allocated teaching positions, in any given school, may change from time to time. In the event that a school's staffing allocation results in a loss of allocated positions, consequently requiring the displacement and involuntary transfer of teachers, the following terms shall apply.

1. Annual contract teachers shall be displaced prior to tenured teachers possessing the same certification, except when a teacher has documented skills and qualifications that benefit the overall operation of the school.
2. The Superintendent shall, upon request, meet and confer with the Union regarding the procedures that will be followed in accomplishing the downsizing.

3. The Board shall provide the Union with a list of displaced teachers, consisting of all affected tenured teachers who otherwise would be reappointed and affected annual contract teachers who have been reappointed. Such list shall be provided within two weeks after determination has been made as to which teachers will be affected.
4. The Board will conduct a survey of all building principals and compile a list of vacancies which currently exist, or which will exist due to transfer, resignation, termination, retirement of employees, or changes in course offerings. The list will be made available to affected teachers and the Union upon completion.
5. Teachers who are to be displaced and involuntarily transferred shall be notified within ten days prior to the displacement being effective. The notification will contain the following information.
 - a. Notice of the displacement.
 - b. If known, the school to which the teacher is to be transferred. If the school to which the teacher will be transferred is not known, that the teacher continues to be employed by the school district, and will be notified as soon as is practicable regarding the school to which the teacher will be transferred.
 - c. Notice that even though displaced and involuntarily transferred, the teacher may apply for other vacancies. Said notice will also include the times for voluntary transfer.
6. It is the intent of the parties that teachers displaced due to a loss of allocated positions will be placed at a different school as soon as is practicable. Therefore, the parties agree that the school board shall not hire any new teacher (including at, but not limited to the job fair) for a position for which a displaced teacher who has not been placed is properly certified, unless the certification involved is one that has been determined to be a critical shortage area by the Department of Education and/or the Superintendent. The Union shall be notified of the areas determined by the Superintendent to be a critical shortage area.
7. If an affected teacher is placed in an out-of-field assignment, it shall be noted in the individuals file that such placement was due to the downsizing of an individual building staff.

D. Vacancies

Vacancies shall be advertised for three (3) work days beginning the day after post planning and concluding July 31. From August 1 through post planning, vacancies shall be advertised for two (2) work days. The following vacancies are excluded from this requirement:

1. vacancies in limited temporary positions;
2. vacancies to be filled from within a school or department; and
3. through July 31, vacancies to be filled by involuntary transfer from another school.

The posting of a position does not require the administration to conduct interviews, nor does it limit the Principal's selection to individuals who apply pursuant to the posting.

ARTICLE 16
REDUCTION IN FORCE AND RECALL

A. Seniority

1. Seniority is defined as the employee's length of continuous service from his date of last employment with the Board, and seniority is not interrupted by approved leaves of absence.
2. Any administrator who is reduced to a bargaining unit position with appropriate reduction in salary and a surrendering of his administrative status will begin to earn seniority placement within the unit at the time. Any administrator who had a previous status within the bargaining unit and has not had a break in service shall accrue those previous years in the bargaining unit toward his seniority status.
3. When two (2) or more employees have the same date of hire they shall have equal ranking in seniority status.
4. When two (2) or more employees have equal rank on the seniority list, qualified reassignment or recall shall be determined by the drawing of lots.
5. The system-wide seniority list based on service with the School Board as of June 30, 1993, will be the governing seniority list. The list shall contain the names and dates of Notice of Personnel Action and all areas of certification for all bargaining unit members, including employees on approved leaves of absence. Each year a seniority list shall be furnished to the Union and to building principals who shall make the list available to bargaining unit members for inspection. Employees may file exceptions to their placement on the seniority list with the Assistant Superintendent for Personnel Services. This list shall be updated annually.
6. Seniority shall be broken when an employee:
 - a. resigns;
 - b. is discharged or suspended for just cause;
 - c. fails to report for work within fifteen (15) days after receipt of written notice of recall after layoff. Such notice shall be sent by registered mail addressed to the employee at the last address appearing on the records of the Board. However, if an employee is employed in another school district at the time of recall, such employee shall be allowed to complete his contractual obligation before returning, but such employee must notify the Board in writing of the contractual obligation before returning. If an employee is unable to return within the fifteen (15) day time limit because of illness or physical incapacity, such employee shall notify the Board in writing and shall return as soon as he is released from the doctor's care. Verification of illness or physical incapacity may be requested by the Assistant Superintendent for Personnel Services.

B. Reduction in Force and Recall

1. An employee whose current assignment is not available due to a reduction in force shall be allowed to displace any employee in any other assignment, in accordance with criteria specified above.

2. Non-Tenured teachers shall be laid off prior to tenured teachers.
3. In the event the School Board declares a district-wide reduction in force or recall after layoff, such layoff or recall shall be executed based upon the qualifications and certification of the individual teacher being considered for reduction in force or recall. In the event that two employees are equal in qualifications, seniority shall control.
4. Employees who have been laid off will be recalled on the basis of seniority with the employee with the most seniority on layoff being called back first using the criteria listed above.
5. An employee on layoff shall remain on the recall list so long as he expresses a desire to do so to the Board, in writing, at least once per school year.

ARTICLE 17

NATIONAL BOARD CERTIFIED TEACHERS

- A. In order to allow National Board Certified (NBC) teachers to qualify for their mentoring supplement, the Superintendent shall work with such teachers to provide mentoring opportunities. This process shall be conducted in accordance with state law.
- B. In the event the Florida Legislature reduces or discontinues funding for the NBC program, the parties agree that the issue shall be included as a topic in the subsequent round of negotiations.

ARTICLE 18

MAINTENANCE OF CLASSROOM CONTROL

- A. Statement of Philosophy

The Board and the Union agree that a safe and orderly learning environment is a priority of both parties and that student discipline is the shared responsibility of teachers and administrators. It is important that disruptive student behavior be dealt with in a safe and corrective manner, consistent with the district Code of Student Conduct and Discipline, and the discipline procedures of individual school sites.

- B. General Responsibility

While on duty, a teacher has a general responsibility for student control and a major responsibility for controlling those students under his direct supervision. Similarly, the school principal has the ultimate responsibility of ensuring the enforcement of the district Code of Student Conduct and Discipline.

- C. School Disciplinary Procedure

1. Teachers will be provided with a copy of the district Code of Student Conduct and Discipline at the beginning of each year. Student disciplinary procedures at the school level

shall be consistent with the District Code of Student Conduct and Discipline, and shall include procedures for staff seeking assistance in handling disruptive students. Teacher input shall be sought when these procedures are to be changed. Teachers will be provided with a written copy of these procedures at the beginning of each school year, and will be notified whenever these procedures are changed. These procedures shall not include any arbitrary limit on the number of disciplinary referrals a teacher may write.

2. A teacher may at any time request the assistance of the principal or his designee. The Board recognizes the right of a teacher under Florida Statute Section 1003.32 to have disobedient, disrespectful, violent, abusive, uncontrollable or disruptive students temporarily removed from the classroom for behavior management intervention, pursuant to the current procedure. The Placement Review Committee, including alternates required by Florida Statute 1003.32 shall be selected/elected by the second week of each school year.

D. Student Discipline

1. Physical restraint may be used by a teacher in extraordinary cases of discipline to contain a disruptive pupil, provided the force used is reasonable. The teacher shall inform the principal at once of such an action and shall make an accurate written account of it within 24 hours, if possible.
2. The Board and the Union agree that the classroom teacher should be able to deal effectively with the normal problems of discipline in the classroom. However, when in the judgment of the teacher, a student's behavior seriously disrupts the instructional program to the detriment of the other students or creates an emergency, the classroom teacher shall have the authority to request and receive immediate assistance in classroom management, and have the student temporarily removed from the classroom by referral to the principal or his designee for behavior management intervention.
3. Prior to readmission to the classroom, the principal or designee will communicate, preferably in writing, with the classroom teacher who referred the student, IF the teacher disagrees with the principal's decision to readmit the student, he shall make is so known in writing. The principal will accept the responsibility of his decision thereof prior to the student's readmittance. If the teacher and principal or designee mutually agree that a particular student is in need of special assistance, efforts will be made to obtain such assistance through school district procedures established for that purpose.
4. A student who physically assaults a teacher shall be immediately suspended from school. A standard procedure will be made available for all principals in reporting and investigating an assault.

E. Battery and/or Assault

1. Principals, or other appropriate administrators, shall be responsible for reporting immediately to the Superintendent, through the Security Department, any person who (1) commits assault or battery upon any employee, and (2) any person who is not otherwise subject to the rules and regulations of the school, who creates a disturbance on the property or grounds of any school, or who commits any act which interrupts the orderly conduct of a school or any activity thereof. The Board shall make an investigation and/or notify the police department. The Superintendent shall assist the employee in filing charges against the individual committing such act or acts if the employee chooses to file charges.

2. Employee medical expenses shall be paid consistent with the Workers Compensation Law.
3. If a student assaults and inflicts bodily harm causing injury to a teacher, the student shall not return to that setting except in those instances which conflict with applicable law. The principal shall report as soon as possible, but within twenty four (24) hours, to the Superintendent that an assault upon an employee has been reported to him. The full report shall be signed by the employee to acknowledge that he has seen the report, and he may append a statement to the report.
4. An assaulted employee who presses charges against his assailant shall be released consistent with School Board Policy 417 D (3) b - Temporary Duty.
5. If a teacher is suspended from duty because of pending judicial or administrative action and is subsequently exonerated of charges that resulted in this suspension, he will be fully compensated by the Board for such period of absence, according to the contract of the teacher, and be returned to full duty.

F. Teacher Protection

1. In the interests of teacher protection, the Board shall provide support to teachers in the discharge of their duties, consistent with School Board Policy 424.
2. Assault
 - a. Whenever a teacher is absent from school as a result of personal injury due to assault arising out of and in the course of his employment, he shall be paid full salary for the period of such absence or the balance of the fiscal year whichever is shorter, if approved by the Board as provided for in Florida Statutes 231.41 (1)(2), without having such absence charged to sick leave.
 - b. Any amount of salary payable pursuant to this section shall be reduced by the amount of Workers' Compensation award for temporary disability due to said assault injury for the period for which such salary is paid.
 - c. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily unable to perform his duties. In the event that there is no adjudication in the appropriate Workers' Compensation proceeding for the period of temporary disability, the opinion of the physician as to the period of disability shall prevail. The teacher retains the right to obtain a second opinion which will be considered by the Board.
 - d. If a teacher pursues civil action, he should include loss of time, and in the event such action results in award of damages by agreement or adjudication, the Board shall be reimbursed in the amount of salary which is received in the damage settlement. Attorney's fees and expenses of collection of damages shall be prorated between the teacher and the Board on the basis of the amount distributed to each. The Board shall be subrogated to the right of action of such teacher against any person legally responsible for such damages.
3. If a teacher is suspended from duty because of pending judicial or administrative action and is subsequently exonerated of charges that resulted in this suspension, he will be fully

compensated by the Board for such period of absence, according to the contract of the teacher, and be returned to full duty.

ARTICLE 19

EDUCATION SUPPORT

- A. The parties support the efforts of the superintendent's select committee on ESE paperwork, and pledge to continue forward with that joint effort. The superintendent shall continue to evaluate the recommendations of the committee for implementation.

- B. For articulation reviews conducted for ESE students with disabilities progressing from elementary to middle school and from middle school to high school, the following compensation will be paid:

For each articulation review from the elementary school to the middle school, and ESE teacher from the elementary school, an ESE teacher from the middle school and a regular education teacher shall each be compensated \$20 per review conducted.

For each articulation review from the middle school to the high school, an ESE teacher from the middle school, an ESE teacher from the high school and a regular education teacher shall each be compensated \$20 per review conducted.

For each of these articulation reviews, if a speech and language pathologist is also required to attend, then he or she shall also be compensated the \$20 per review conducted.

- C. No teacher shall be required to do an Individual Education Plan (IEP) on a student with whom they do not have direct contact and with whom they will not have direct contact with in the future.
- D. No teacher shall be required to complete more than one (1) interim report per quarter per child unless the student is disabled and is not making adequate progress towards IEP goals and objectives.

ARTICLE 20

EVALUATION OF STUDENTS

- A. Administrative Grade Change

In the event a teacher's grade or evaluation is challenged, the following procedure shall be followed. The teacher's principal shall investigate the challenge and:

1. the grade or evaluation stands; or
2. the grade or evaluation goes to review.

- B. Review Panel

Review shall be by a panel consisting of:

1. one (1) member with expertise in the area under challenge, selected by the teacher;

2. one (1) member with expertise in the area under challenge, selected by the superintendent;
3. one (1) member with expertise in the area under challenge, selected by these two (2) members;
4. The review panel shall determine the type of data for review of the grade, analyze the data, and render a recommendation of grade to the Superintendent based on a majority vote of the committee. A determination of grade shall then be rendered by the Superintendent, with rationale, and such determination shall be final.

ARTICLE 21
TEACHER ASSIGNMENT, TRAVEL AND SUBSTITUTES

A. Assignment

1. Teachers shall be assigned according to certification and preference for grade or subject as far as practical. In the event such an assignment is not practical, the immediate supervisor shall confer with the teacher and a reasonable effort shall be made to arrive at a mutually agreeable solution or assignment.
2. No employee shall be involuntarily assigned to teach in a grade level and/or subject area not within the scope of his teaching certificate, except where a position within his certification is unavailable. Employees assigned to positions outside the scope of their certificates shall be assigned as soon as possible to positions for which they hold certification.
3. If assignments out-of-field are made, they should be no longer than one (1) year. An out-of-field assignment of longer than one year requires that certification must be completed within three (3) years of the initial assignment.
4. Except in cases of emergencies, teachers shall be tentatively assigned to the same subject area and/or grade level for the forthcoming semester that they held during the previous semester unless notified by June 15 for the first semester, or two weeks prior to the start of the second semester that the assignment has changed. Teachers shall be notified in writing as soon as any change is made in such tentative assignment.
5. The Board shall make every effort to arrange the schedules of teachers who are assigned to more than one school so as to limit the amount of inter-school travel to a minimum. Such teachers shall receive travel expenses per mile at the applicable per diem rate.
6. Involuntary Reassignment Within a School – The principal may make reassignments within a school. The teacher so reassigned shall have the opportunity to meet with the Superintendent and a representative of the teacher's choice to discuss the need and desirability of such a reassignment.

B. Travel Expense

1. Prior approval of the Superintendent is required in all cases in which the Board is to assume any part of the expenses for authorized travel by instructional staff or for an expense account for such travel. Each person, upon completion of a trip, shall file an expense account upon special forms provided by the Personnel Office.

2. Any employee who travels under Board authorization shall have prior approval of the superintendent or his designee and be subject to Florida Statutes and rules of the Board.
3. Out-of-County travel expenses for trips specifically required or authorized by the Board shall be borne by the Board except when required by a Success Plan. Approved expenses shall be paid in accordance with School Board Policy.

C. Class Preparation

1. Secondary teachers shall not be required to teach more than two different subjects or have more than three different preparations for more than one year in succession. Individual exceptions may be made when a teacher voluntarily accepts such an assignment. Exception may be made annually in the case of middle/senior schools with enrollments of 800 or less. Exception may also be made annually in schools with middle school grades with an enrollment of 750 or less.
2. For purposes of this article, subject shall mean area of certification and preparation shall mean course numbers as listed in the Florida Department of Education Course Code Directory. All courses within each of the areas of Physical Education, Vocational Technical Education, Exceptional Student Education, Music, Speech, Dance, Drama, Art, Journalism, Alternative Education, and Drop-out Prevention shall be considered a single preparation unless a preparation is required. Classes taught with multiple course numbers shall be considered a preparation unless a preparation is required. Assignments involving students learning while serving as aids or assistants shall not be considered a preparation.

Advisor-Advisee responsibilities shall not be considered a preparation unless scheduled for a full class period of standard length for the school during the school year.

3. All exceptions shall be reviewed annually by the Division for Instruction.

D. Non-Compensation Chairpersons

School Committee chairpersons who have responsibilities which require time beyond their regular teaching assignment and who are not supplemented shall receive reasonable compensatory time upon request.

E. Substitutes

1. A teacher shall not be required to find a substitute for himself.
2. No regularly assigned teacher shall be required to serve as an involuntary substitute except in case of emergency.

F. Summer School Which Generates FTE

1. Information concerning positions for the Summer School Program will be made available to all teachers prior to February 15 of each year.
2. The period for submitting applications will end March 15.

3. Applicants for Summer School positions will be notified of their status no later than May 15 upon request to the appropriate administrator.
4. Summer School employees shall be compensated as set forth in the compensation article of this agreement.
5. Summer School Selection

Two-thirds (2/3) of the summer school positions shall be rotated on an annual basis and shall be chosen by the summer school administrator as follows:

- a. Teachers certified in the appropriate discipline shall be given preference; and
 - b. When two or more applicants for a summer school position are appropriately certified and equally qualified, teaching experience will be considered as a factor in the selection.
6. Summer School Benefits

Employees teaching summer school shall earn and accrue sick leave consistent with applicable law.

ARTICLE 22

LEAVE PROVISIONS

A. Long-Term Leave of Absence Without Pay

1. A long-term leave of absence without pay is a leave subject to School Board approval for a specified period of time of not less than six calendar weeks and not more than one school year. A teacher may apply for an extension of the initial leave for the subsequent school year. Such leave may not be granted for employment elsewhere. However, the superintendent has the discretion to waive this restriction when it is believed to be in the best interest of the school system. Serving as a substitute teacher for the school district while on leave is not prohibited.
2. Long-term leave shall be authorized for the following reasons:

Any teacher employed on a full-time basis who is unable to work because of personal illness, illness or death of father, mother, brother, sister, husband, wife, child or other close relative or member of teacher's household, shall be granted sick leave. The district may require a statement by a physician verifying the illness and/or certifying the teacher's ability to return to work.

3. Maternity/Paternity Leave

A maternity leave without pay shall, upon written request, be granted to a teacher any time between the commencement and termination of her pregnancy. The commencement of such leave shall be at the discretion of the teacher and her physician. Except in case of emergency, the teacher shall give written notice to the superintendent at least thirty (30) calendar days prior to the date on which her leave is to begin. The request for leave shall include a physician's statement certifying the pregnancy, the anticipated date of birth, and

the length of time the teacher should be able to work. All or any portion of a leave taken by a teacher because of a medical disability connected with pregnancy may, at the teacher's option, be charged to her available sick leave.

- a. The teacher shall, in written request for leave, notify the superintendent that she will return to work either:
 - (1) as soon after the birth of her child as her physician certifies in writing that she is able to return, at which time the teacher shall be returned to her former position; or
 - (2) on the first day of the next school year following the termination of pregnancy, at which time the teacher shall be returned to her former position or a substantially similar position for which she is qualified, at the discretion of the superintendent.
- b. A child care leave without pay, not to exceed one (1) year, shall be granted a teacher upon written request to the superintendent. Such a leave shall be requested at least thirty (30) calendar days prior to the conclusion of a maternity leave, or in the case of adoption, not later than three (3) months after the date of the adoption. A teacher's request shall be submitted not less than thirty (30) calendar days prior to the conclusion of any year already granted.
- c. Upon return from the child care leave, the teacher shall be assigned to his former position, if available, or to a substantially similar position for which the teacher is qualified and if such a similar position is available. If no such position is available, the teacher shall be placed in the first open substantially similar position for which he is qualified.

B. Long-term leave may be authorized for the following:

1. Professional advancement. Professional advancement includes attendance at a college or university for advanced training, teaching in a U.S. dependent school outside the United States, serving as an exchange teacher, teaching in the Action Corps (Peace Corps), or educational travel pursuant to a plan approved by the Board.
 - a. A professional leave for advanced training will be a program of studies toward an advanced degree or in courses approved for the addition of a certification coverage.
 - b. A guarantee for employment upon return from professional leave for advanced training will require an official transcript or grade report verifying at least six semester hours of course work satisfactorily completed each semester, Fall and Winter/Spring terms, during each year of leave.
2. Leave of absence for political activity, without salary, shall be granted when requested in writing for teachers who want to campaign for or who want to serve in a public office.
3. Long-term leave may be granted for personal reasons.

C. Conditions of Return from Leave

1. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and annual leave, will be restored to him upon return, and he will be assigned to the same position held at the time said leave commenced, or to a position within the teacher's area of certification. However, there is no guarantee of reappointment for the following school term for a non-tenured teacher who returns from unpaid leave of absence.
2. At least six weeks prior to termination of the leave the teacher must complete a Notice of Personnel Action (NPA) provided by the principal or department administrator.

D. Insurance Coverage

It is the responsibility of the employee to arrange with the insurance carrier(s) for continued insurance coverage while on long-term leave of absence without pay.

E. Short-Term Leave of Absence with Pay

Sick Leave

1. Teachers who work more than half-time in a regular position earn sick leave at the rate of one day per month for each month of employment. Four days of earned sick leave shall be credited to the teacher as of the first day of employment each contract year. Hereafter, earned sick leave will be credited to the teacher at the end of each month until all sick leave earned for the year has been credited. Sick leave shall be cumulative from year to year.
2. Earned sick leave in another Florida district may be transferred to Volusia County at the request of the employee on a form provided by the Payroll Department. Transferred earned sick leave will be credited to the teacher at the same rate as he earns sick leave in the district.
3. Any teacher who is unable to work because of personal illness, pregnancy, illness or death of father, mother, brother, sister, husband, wife, child or other close relative or member of teacher's household, shall be granted sick leave. For absences of three work days or more, or absences as to which sick leave abuse is suspected, the district may require a statement by a physician verifying the illness, and/or certifying the employee's ability to return to work.
4. A teacher whose personal or family illness extends beyond the period covered by accumulated sick leave must apply for a long-term leave of absence, unearned sick leave, or other appropriate leave.
5. Any teacher shall be entitled to illness-in-the-line-of-duty leave in accordance with Florida Statutes and the provisions of this contract. 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.
6. The teacher must notify the principal or designee of a sick leave absence as soon as practicable.
7. Sick leave shall be used in the following increments per occurrence:
 - a. The initial increment shall be one hour;
 - b. After the initial increment, sick leave shall be tracked in fifteen-minute increments.

F. Paid Personal Leave

1. Six days sick leave each year may be utilized for personal reasons. These days may be requested "no reason given". Paid personal leave days are not cumulative as such, but only as sick leave days.
2. Except in an emergency, the request for Paid Personal Leave, must be submitted to the worksite administrator three work days prior to the beginning date of the leave. No requests for paid personal leave of more than three (3) consecutive days shall be granted unless the request for such leave is submitted at least twenty (20) work days prior to the beginning date of the leave and includes the reasons for the leave. Paid Personal Leave may not be taken to work for another employer.
3. Except for specific prior approval by the principal, none of the six paid personal leave days may be used during pre- or post-planning periods, or the day before or the day after a School Board approved holiday.
4. Paid Personal Leave shall not be used during the week prior to the FCAT reading, math, and science being administered, or on any day in which the FCAT, including FCAT writing, is being administered, excluding make up days, without the specific approval of the principal.

G. Paid Professional Leave

Paid Professional Leave will be considered to attend local, state and national professional meetings.

H. Paid Legislative Leave

Paid Legislative leave shall be granted to employees to attend legislative committee meetings and for lobbying when approved by the Superintendent.

I. Short-Term Leave of Absence Without Pay

1. Unpaid Sick Leave

Unpaid sick leave is a short-term leave without pay for personal illness, or the illness of an immediate family member, or of any relative living in the household. Unpaid sick leave will be permitted for a maximum of 30 work days when all accumulated sick leave has been exhausted.

2. Unpaid Personal Leave

An unpaid personal leave is a leave without pay for one to five work days which may be requested only when all allowable paid personal leave has been exhausted. The supervising administrator must agree to the leave request for consideration for approval by the Personnel office. Should the supervising administrator deny the request, such leave will not be considered for approval.

3. Post-School Planning and Pre-School Planning Professional Leave

- a. Professional leave for on-campus study may be authorized during the pre-school and post-school planning periods upon approval of the Superintendent and the principal or administrator responsible for the positions.
- b. The leave request shall be submitted to the Office of the Superintendent well in advance of the date of the leave or the beginning date of summer school, and shall be channeled through the principal or administrator. A copy of the summer school schedule showing the beginning and ending dates of the session should accompany the leave request. If leave days are requested for travel to and from the college, the mode of transportation must be given. If approved leave is not used, the individual must notify the Payroll Department. The Principal's signature will be assurance that all necessary work will be completed prior to the beginning of leave during the post-planning period. Each request for leave will be valid only for the stated purpose for which it is approved.
- c. Political Leave

Unpaid personal leave may be granted to a teacher for political activity such as attending legislative sessions, legislative committee meetings and lobbying, when approved by the superintendent or his designee.

J. Military Leave

Military leave will be granted teachers in accordance with Florida State Board of Education Administrative Rules. Under present regulations, leave shall be granted to any teacher who is required to serve in the Armed Forces of the United States or the State of Florida in fulfillment of obligations incurred under selective service laws or because of membership in reserves of the Armed Forces or the National Guard. Leave shall be for the duration of service plus some reasonable time not to exceed one year, as may be necessary for the teacher to be reassigned and resume his duties.

- 1. Teachers who enter voluntarily into active duty for extended periods of service will be granted leave in accordance with the general policy governing long term leave of absence.
- 2. Short-term leave with pay up to a maximum of 17 days in one fiscal year shall be given upon request for required attendance under military orders of annual reserve training activities.
- 3. The School Board shall have the right to extend additional benefits to employees called to active duty. The decision of whether or not to extend such benefits is within the sole discretion of the School Board.

K. Workers' Compensation

- 1. In compliance with Florida Statute Section 1012.63 any teacher who sustains an injury on the job shall be entitled to fully compensated illness-in-the-line-of-duty leave not to exceed ten (10) school days during any one school year and Florida Statute Section 1012.63 shall supersede Florida Statute Section 440.11 during that ten (10) day period. After the 10 days

of illness-in-the-line-of-duty leave have been exhausted, Florida Statute Section 440.11 shall apply and Workers' Compensation shall be the sole source of recovery for a teacher who sustains an injury on the job, except as described in Article 16 (D) (2).

2. Workers' Compensation benefits are equal to two-thirds (2/3) of a teacher's salary plus benefits up to a statutory maximum established by the State of Florida. If a teacher is drawing workers' compensation benefits and has available sick leave he may supplement workers' compensation benefits with sick leave to where the combination of workers' compensation benefits plus sick leave equals his regular salary. This must be done by a written request from the employee to Payroll.
3. Volusia County School Board will continue to provide teachers on workers' compensation with group matching health insurance, life insurance, and retirement benefits. If a teacher has no earnings against which Payroll can deduct the teacher's portion of group health insurance the School Board will notify the teacher that he must send this payment directly to The School Board of Volusia County. If the teacher chooses to let his group health insurance coverage cease the School Board will no longer make its match.
4. A Board designated organization number will be used for receiving teachers transferred to a long-term workers' compensation status. Transfer of a teacher from his current organization to the appropriately designated organization must be done by Notice of Personnel Action (NPA) and only upon securing approval for the transfer from the Risk Manager who will be responsible for monitoring the organization number designated by the Board for this purpose.
5. Transfer of a teacher to the appropriately designated organization frees his unit at the transferring organization to be filled by another teacher. When a teacher is released to return to work the Volusia County School Board will make every effort to place the teacher in an equivalent position (subject to any medical restrictions) within the district. The School Board has no obligation to return the teacher to his/her original organization.

L. Sabbatical Leave

If sabbatical leaves are funded in the annual budget adopted by the School Board, they may be considered in terms of the following conditions:

1. After seven consecutive years of satisfactory full-time service in Volusia County, teachers may apply for a sabbatical leave for a period not to exceed the length of his normal contract year for the purpose of either travel for educational enrichment or professional advancement through study. Full-time service as used above means both a full daily schedule as well as a full year of employment on a ten or twelve month basis.
2. A teacher granted sabbatical leave will receive one-half the contractual gross monthly salary which he would receive if not on leave.
3. Sabbatical leave is not to be considered a termination or breach of contract or employment and the person granted such leave will be returned to the same position which he held and at the same salary which he would have attained had the leave not been taken. The period of such leave shall count as regular service for the purpose of retirement and contributions to the retirement fund shall therefore continue.

4. Applications for sabbatical leave must be filed with the Board not later than three months prior to the end of the contract period.
5. Any employee granted sabbatical leave must sign a promissory note agreeing to serve under the contract for the school year following expiration of said leave, or to refund an amount equal to that received from the Board while on leave. A teacher who wishes to pursue an advanced degree beyond the sabbatical year may request professional leave without pay. When granted, the teacher and the Board shall execute a new promissory note to become effective the following year.
6. Every person applying for sabbatical leave must file with his application detailed information as to the type of college work anticipated or travel itinerary, for Board approval. Each person attending college on sabbatical leave shall pursue not less than the number of semester/quarter hours required of the average college student enrolled at that institution taking graduate work for an advanced degree.
7. A record of courses pursued and grades earned shall be filed in the Superintendent's office at the end of the leave. If at any time it becomes evident that the teacher is not earning the required hours or that he is otherwise regularly employed, or that he is violating the agreement in obtaining sabbatical leave, the salary payments may be discontinued.
8. Travel may be domestic or foreign and a complete itinerary with proof of such travel shall be filed in the Superintendent's office.
9. The order for consideration of sabbatical leave applications shall be determined as follows: count one point for each year of full-time service in excess of seven in Volusia County which carry eligibility for such leave. Persons in each category shall be considered in descending order of accrued points. Applications for subsequent sabbatical leaves after the first shall not be considered until all applications for a lesser number of such leaves have been considered.
10. A teacher who has been granted and has accepted the benefits of sabbatical leave, either for a half-year or a full year, is not eligible to apply for further sabbatical leave until he has subsequently completed seven more consecutive years of satisfactory full-time service in Volusia County.

M. Temporary Duty

1. A temporary duty assignment is an assignment with pay for duty at a location other than the regular place of duty. A temporary duty assignment covers attendance at required activities, attendance requested by the Superintendent, or participation as a representative of the school or the school system. Necessary travel time and expenses are included in temporary duty assignment(s).
2. Temporary duty assignment will be granted with pay for the appearance in any legal proceeding connected with the teacher's employment, or with the school system or in any other legal proceeding, such as jury duty, or when subpoenaed to appear before a public body or commission or other legal body if required by the law to attend. Personal litigation not related to a teacher's employment and litigation filed by the teacher against the district are excluded from this provision. This provision does not apply to a teacher who is suspended with pay.

3. An employee released from his subpoena or jury duty with sufficient time remaining to return to his school center to complete at least one half (1/2) day of his duty day shall return to his school center unless released by the principal.

ARTICLE 23

GRIEVANCE AND ARBITRATION

A. Definition of Grievance

A grievance shall be defined as an alleged violation or the misinterpretation or misapplication of the specific terms of this Agreement.

B. Definitions

1. The term "day" when used in this procedure shall mean work days, Monday through Friday, exclusive of holidays.
2. A "grievant" is an employee, group of employees, or the Union.

C. Withdrawal

A grievance may be withdrawn by the grievant at any time and at any step of this procedure.

D. Grievance Procedure

Whenever a grievance arises between the School Board and the employees or the Union, the matter will be handled in accordance with the following procedure:

1. Informal Procedure

Step 1 - The parties wish to encourage the resolution of potential grievances at the lowest level possible without having to resort to the formal grievance procedure. Therefore, no later than ten (10) days after the event that gives rise to the grievance or said event is known or should have been known to the employee, the grievant and/or his representative, shall request a meeting with his immediate supervisor to discuss the potential grievance. The Step 1 meeting shall take place within ten (10) days of the request for a meeting.

2. Formal Procedure

- a. Step 2 - If the potential grievance is not resolved through informal discussions within ten (10) days after the Step 1 meeting or after the expiration of the Step 1 timeline, the grievant may submit his grievance and a request for a Step 2 meeting in writing and sign it. The written grievance must include:

- (1) A statement of the grievance and the facts involved.
- (2) The remedy requested.
- (3) The Articles and Sections of the Agreement which grievant claims have been violated.

The Step 2 meeting shall take place within ten (10) days of said request. The immediate supervisor will respond to the grievance within ten (10) days after the meeting.

- b. Step 3 - If the grievance is not resolved at Step 2 within ten (10) days of the decision of the Supervisor or the expiration of the Step 2 timeline, the grievant may appeal the decision to the Superintendent.
 - (1) At the request of the Union or the employee, a meeting between the Superintendent, a Union representative and the grievant shall be held at a mutually agreeable time, but not more than ten (10) days after receipt of the appeal to Step 3 by the Superintendent.
 - (2) The Superintendent will issue his decision within 10 days after the meeting held under subparagraph (1) above.
- 3. Failure of the parties to meet and/or discuss a grievance to make a decision within the time provided in Step 1, 2, or 3 of the grievance procedure shall be deemed a denial of the grievance by the Management, and the employee or the Union shall proceed with the next step as if the decision had been made on the last day allowed.
- 4. Mediation - At any step of this procedure, the parties may by mutual written consent utilize the services of an impartial mediator to assist in attempting to resolve the grievance. Recommendations of such a mediator shall not be binding upon the parties nor admissible in any arbitration or other proceeding without the express written consent of both parties.
- E. Arbitration - Except as otherwise stated in this Agreement, arbitrable grievances that have been properly submitted under Section D shall be subject to arbitration in accordance with the following procedures.

Arbitration proceedings must be initiated by the Union sending a written demand to the Superintendent for arbitration. This demand shall be received by the Superintendent within fifteen (15) days of the decision in Step 3 or the last day on which a Step 3 decision could have been made, whichever first occurs.
- F. Selection of Arbitrator - As soon as possible after the demand for arbitration is served and a list of arbitrators have been received from the American Arbitration Association (AAA), the parties shall meet or confer by telephone in order to select an arbitrator to hear and decide the grievance. The Union and the School Board shall each have the right alternatively to strike three (3) names from the list. The party to strike first shall be decided by the flip of a coin. The name remaining shall be the arbitrator. Subject to Section I, the arbitrator selected shall decide the dispute and such decision shall be final and binding on the parties and the employees. The involvement of AAA shall be limited to the selection process.
- G. Fees and Expenses - The fees and expenses of the arbitration shall be borne equally by the parties. Each party shall be responsible for its own attorney's fees and any court reporting services it utilizes in any arbitration proceeding. If the hearing occurs during work time, the grievant and any witnesses shall be given the necessary release time.
- H. Authority of Arbitrator - The arbitrator shall have no power to add to, subtract from, modify, or alter the terms of this Agreement, nor shall the arbitrator have the power to arbitrate any matter

expressly or by implication excluded from arbitration. The arbitrator is not to proceed in contravention of the limitations upon his powers as expressed in Section I hereof.

- I. **Arbitrability** - If a dispute exists concerning the arbitrability of an issue referred to arbitration, the issue of arbitrability shall be the first issue before the arbitrator and no other matter will be considered by the arbitrator until he has issued his findings on the question of arbitrability.
- J. **Decision** - The decision of the arbitrator on any arbitrable issue shall be supported by substantial evidence on the record as a whole and shall be final and binding on the employee, School Board and Union.
- K. **Time Limits** - The time limits set forth in the Sections D and E are to be considered essential to the grievance and arbitration procedure, and failure of the employee or the Union to meet any time limit set forth therein shall, unless the parties by mutual agreement have extended a time limit, constitute waiver of the grievance and acceptance of the Superintendent's or Board's position.
- L. **Time Off/Pay** - Steps 1,2 and 3 of the grievance procedure shall be carried out at a time and place mutually agreeable to all parties based on operational needs, and neither the employee nor the employee's Union representative, if any, shall lose pay. The Superintendent shall determine when Step 3 shall be processed, and if the Step is processed during their scheduled working hours, neither the grievant nor Union representative shall lose pay. Employee witnesses, including the grievant and the Union representative, whom the Superintendent may at his option choose to interview in Steps 1, 2, or 3 shall lose no pay if interviewed during their working hours.

M. **General**

- 1. The filing of a grievance shall in no way interfere with the right of the School Board or the Superintendent to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. The employee shall abide by the management decision involved in any grievance prior to and during the time the grievance has been filed, and shall not discontinue his duties prior to or during the time a grievance is being processed, unless the employee has been terminated.
- 2. No reprisals of any kind shall be taken by the Board, Administration, or Union against any employee because of his participation or non-participation in the procedures set forth in this Article.
- 3. A grievance may be initiated at Step 3 of the grievance procedure if requested by the Union and agreed upon by the Superintendent.

N. **Resort To Other Procedures - Election Of Remedies**

- 1. A teacher who is notified of a charge of suspension, demotion, or dismissal, at the option of the teacher, shall have access to the procedure set forth therein, or shall have the right to file a grievance after adverse action by the Board. If the teacher chooses to contest the charges, the teacher must within ten (10) days after being notified of the charges (as provided in the Tenure Law) elect in writing, by registered mail, to the Superintendent and VTO President, to proceed under the Tenure Law to a full hearing before the Board, or to utilize the grievance procedure provided herein, after adverse action by the Board.
- 2. If prior to seeking resolution of a dispute of any matter not covered by the Tenure Law by filing a grievance hereunder, or while the grievance is in progress, a teacher seeks resolution

of the dispute in another forum, whether administrative or judicial, or before the Board but under a different procedure (including the procedure provided by Florida Statue, Chapter 120), the Board shall have no obligation to entertain or proceed further with the matter pursuant to the grievance procedure. Further, if a matter is pending before an arbitrator appointed in accordance with the grievance procedure, then the arbitrator is deprived of jurisdiction by the teacher seeking resolution in another forum or before the Board under a different procedure. Nothing in this Article shall be construed to grant a non-tenured teacher a right to continued employment beyond the term of the teacher's contract. A non-reappointment shall not be subject to the grievance or arbitration provision contained herein.

- O. **Right to Representation** - A party to a grievance proceeding shall have the right to request representation of his choice at any step of the informal and formal proceedings. The grievant shall not be required to discuss any grievance filed if the grievant's representative is not present; however, the grievant will select another representative in order that a meeting may proceed. An employee may avail himself of the grievance procedure in person or by counsel and have such grievance adjusted without intervention of the Union provided that:

1. the adjustment is not inconsistent with the terms of this Agreement; and
2. the Union has been given reasonable opportunity to be present at any meeting called for in the resolution of such grievance.
3. The Union shall be provided a copy of the decision at each step.

P. **Instant Arbitration**

1. By mutual agreement the parties may initiate instant arbitration if in the Union's opinion the matter affects an employee in regard to pay, transfer, or any other matter having an immediate detrimental effect to the employee(s) or Union.
2. The parties agree to maintain a cadre of arbitrators specifically for this purpose and will strike for an arbitrator within five (5) days of the Union's notification to the employer that the Union is invoking this Article.
3. Cost and decision of the arbitrator will be consistent with normal arbitration proceedings.

ARTICLE 24
MODIFIED SCHOOL CALENDAR

- A. Should the Superintendent consider recommending the implementation of a modified school calendar, the VTO shall be given notice and an opportunity to discuss the issue prior to a recommendation being made to the School Board. However, should the State Board of Education require the implementation of a modified calendar, the parties recognize that such discussions may be limited in order for the School Board to comply with the State Board requirement.
- B. The provisions of this Article pertain to either single or multi-track modified school calendars.
- C. At the time a school is first designated to have a modified school calendar or after the first school year of such designation, any teacher at that school may request a voluntary transfer. If a position is available within the district for which that teacher is qualified and certified, the teacher shall be transferred to that position.

- D. Any teacher who holds a regular, full-time position in a Modified Calendar School and who is hired to substitute teach in that same or another Modified School Calendar school during an intersession shall be compensated at a rate of 75% of a beginning teacher's daily rate.

Teachers employed at Modified Calendar Schools shall be given preference at that school at which they are employed in the selection of substitute teachers.

- E. Time off exchange between certified teachers.

A teacher who is working during an on-track period shall be permitted to apply for the exchange of instructional work days with a teacher from the same worksite who is on intersession under the following conditions:

1. The teacher requesting such exchange shall apply to the principal for "Exchange Leave" at least five (5) working days in advance of the leave. The principal may give special consideration to fewer than five (5) working days as deemed appropriate. The leave request shall include the signature of the teacher on intersession who has agreed to exchange. The leave request and the exchange teacher must be approved by the principal before such leave is taken.
 2. It shall be the responsibility of the on-track teacher to arrange for the proposed exchange. The on-track teacher shall leave appropriate instructions for maintaining the level of instruction necessary for continuity and student progress.
 3. The maximum number of days that a teacher may receive on-track exchange for any school year is three (3) days. The principal may give special consideration to this limitation as deemed appropriate.
 4. The minimum increment for exchange days shall be whole work days.
 5. Pay back of exchange days is the responsibility of the teachers involved and must come to final resolution by the last day of student attendance in that respective school year.
- F. This section pertains to teachers who are employed on 241 day assignments in modified school calendar schools: teachers shall be entitled to ten (10) personal leave days without pay. Such leave is non-cumulative and can only be used in the contract year it is earned. The supervising administrator must agree to the leave request.
- G. The schedule of pre- and post-planning days shall be decided by the principal with input by the teachers.
- H. Teachers whose intersession is interrupted by a designated teacher inservice day who desire not to work shall make up that work day as scheduled by the principal with input from the teacher.
- I. Of the teachers selected for intersession assignment preference shall be given to teachers at their assigned school, with satisfactory performance.

ARTICLE 25

DISCIPLINARY ACTIONS

A. Just Cause

1. Disciplinary action may not be taken against an employee except for just cause.
2. Termination shall be governed solely under the Volusia County Teachers' Tenure Law. However, as required by law, the first 97 days of an employee's initial contract is a probationary period. During the probationary period, the employee may be dismissed without cause or may resign from the contractual position without breach of contract.
3. All facts pertaining to a disciplinary action shall be developed as promptly as possible. Actions under this Article shall be promptly initiated after all the facts have been made known to the official responsible for taking the actions. The Professional Standards Committee shall meet as is necessary to ensure the prompt initiation of actions under this article. If the Union believes the Professional Standards Committee is acting to delay the investigatory process, it shall make its belief known to the superintendent.
4. Any conference or hearing with an employee regarding dismissal, non-renewal, suspension, demotion, or other discipline shall be conducted in a manner so as not to abrogate the employee's rights according to law and the provisions of this Agreement.
5. Disciplinary action shall be governed by applicable statutes.

B. Appeal

Any employee against whom disciplinary action has been taken may appeal such actions through the grievance procedure.

C. Copies

An employee against whom action is taken under this Article shall have the right to review all of the information relied upon to support the action and shall be given a copy upon request. A copy of such information shall be provided the Union, when the Union represents the employee.

D. Representation

Employees shall be granted the right to representation as required by Section 447.301, Florida Statutes, and the court decisions interpreting that section. An employee requesting this right shall be entitled to; (1) Union representation provided the teacher is a Union member; (2) Other representation as provided by law if not a Union member. Where the employee requests Union representation, such requests shall not delay the investigative process more than twenty-four (24) hours unless mutually agreed.

E. Off-The-Job-Conduct

An employee's off-the-job conduct shall not result in disciplinary action, unless such conduct impairs his effectiveness as an employee.

F. Employee Discipline

Under ordinary circumstances, administrators shall not discipline employees in a verbally demeaning or disparaging fashion in the presence of students, parents, or other employees.

G. Anonymous Sources

No employee shall have disciplinary action taken against him on the strength of unsubstantiated accusations based on anonymous sources.

**ARTICLE 26
COMPENSATION**

A. Salaries

1. Procedure for determining experience for certificated salary schedule:

- a. Allow one year of service credit for each year, or major fraction thereof, for military service. This applies only to individuals who leave a teaching position in Volusia County to enter military service and who return directly to teaching in Volusia County immediately upon release from active military service.
- b. Allow one year of service credit for each good year of service in public K-12 school systems, including public and private institutions of higher learning and private K-12 schools which require state certification based upon a baccalaureate degree as a precondition to employment, and the teacher will have held such certificate at the time of service.
- c. For teachers initially employed for service on or after July 1, 2001, there shall be no limit on the years of out-of-state experience for which the teacher may receive credit, provided such years qualify for credit. For teachers initially employed for service on or after July 1, 1987, but prior to July 1, 2001, the allowable service credit will be limited to ten years of out-of-state experience in addition to all Florida public school experience. Teachers employed prior to July 1, 1987 shall be credited additional experience up to ten years at a rate of one year's experience for each five "good years of service" to the School Board of Volusia County. Teachers initially employed prior to July 1, 2001, and who were not credited with their total years of prior service shall, beginning with the implementation of the contract salary schedule settlement for the 2004-2005 fiscal year, receive two additional years of prior service credit for salary purposes each year they are subsequently successfully employed by the Board. This additional credit for prior service shall be implemented each year with the effective date of the contract salary schedule settlement until such time as the teacher has been credited with 100% of their prior service as defined in paragraph (b) above. In order to be eligible for this additional credit, the employee must notify the Personnel Services Division of his or her eligibility and provide any required documentation for verification prior to June 30, 2004.

Allowable experience in private institutions will be counted as out-of-state experience. It is the responsibility of the teacher to verify any experience used for salary purposes. Such verification must be submitted to the Personnel Services Division within sixty (60) days of employment.

A "good year of service" for salary credit must consist of at least one day more than one-half of the school term.

- d. Teachers in Cooperative, Technical, and Industrial Education, who are required to have work experience for certification, may substitute qualified occupational experience for teaching experience, except that years of experience required to satisfy certification regulations may not be used for salary credit. The total of such qualified occupational experience plus teaching experience shall be limited to ten years.
 - e. Vocational Home Economics teachers will be given experience credit for experience in field which requires a bachelor's degree in Home Economics. Such experience shall be limited to ten years.
 - f. Certificated Visiting Teachers/School Social Workers (VT/SSW), who have experience in related fields, shall be given experience credit only in those fields which require a bachelor's degree. Such experience shall be limited to ten years.
2. A high school, middle school, or combined middle/high school teacher assigned to teach six classes, who is assigned more than 150 students as of the Friday of October and February FTE count weeks, and not including study hall, shall receive a supplement as provided below. Disbursement shall be for one-half the amount listed if the October count exceeds 150 students and one-half if the February count exceeds 150 students:
- | | |
|---------------|-----------------------|
| 151+ students | \$2000 (annual basis) |
|---------------|-----------------------|
3. Employees required to perform work or attend mandatory inservice or training, after their normal duty day, shall be compensated at their hourly rate. Exceptions to this section shall be those employees who receive a supplement for such activities.
4. Payment for the salary increment designated by the Salary Schedule shall not be implemented until negotiated and determined in accordance with Chapter 447, Florida Statutes. Employees will receive a step only if one is negotiated and if the employee does not receive an Unsatisfactory evaluation (U) on his/her summative evaluation. An employee who receives an Unsatisfactory evaluation (U) may have the lost year of the salary schedule credit reinstated if he/she receives a satisfactory evaluation on his or her summative evaluation the following year. An evaluation of Needs Improvement (I) shall not qualify the employee for reinstatement of the previous year of salary schedule credit. However, step credit shall be received for the year in which the employee receives a Needs Improvement (I).
- B. 1. Effective upon ratification of this contract, the hourly rate of pay will be computed by dividing the daily rate of pay (as defined in Article 2E) by 7 1/2 hours.
- Voluntary Inservice, when approved by the Superintendent, outside the normal work day shall be compensated at \$10.00 per hour. Beginning with the 2004-05 school year, the amount will be \$15.00 per hour.
2. Salary Schedule for Teachers of Summer School
- a. Programs which generate FTE

All summer school teachers shall be paid for summer school using the following formula: the hourly rate as defined in B above. This hourly rate will be multiplied by the number of hours worked.

b. Programs which generate no FTE

Teachers will receive in salary and benefits an amount equal to 85% of the monies generated by the students enrolled in each class.

c. Other Programs

When summer school programs are conducted which do not require a fee or are not funded through FTE, such as but not limited to FCAT remedial reading and Voyager, teachers shall be paid their hourly rate.

3. Annual rate for R.O.T.C. Personnel

Personnel employed in the Junior R.O.T.C. Program will be paid in accordance with current armed forces regulations governing such salary payments as provided for in the contract between the armed forces and the School Board of Volusia County.

4. Salaries for Certified Personnel Beyond Ten Months

Certificated personnel employed under a ten month contract (196 days) shall have a work year of 196 days, and shall be paid in accordance with the 196 day salary schedule included in this contract.

Certificated personnel employed under an eleven (11) month contract shall have a work year of 216 days, and shall be paid in accordance with the 216 day salary schedule included in this contract.

Individuals who are allocated additional time beyond their regular work year shall be paid using the following formula:

Base salary divided by the number of days in the individual's regular work year equals a daily rate of pay. This base salary is defined as that salary listed in the Salary Schedule applicable to the individual for the individual's rank and experience

Certified personnel may also be employed under a 256-day contract. Compensation for such individuals shall be established by multiplying the individual's daily rate under the regular salary schedule by 256 days. Such employees shall be paid in 24 installments, on a semi-monthly basis, and shall accumulate a total of 12 sick leave days per year. 256-day employees shall be given an opportunity to provide input prior to the adoption of the calendar. The 256 days shall include 240 with students in attendance, 10 teacher workdays, and 6 paid holidays. Such employees shall be entitled to ten (10) personal leave days without pay. Such leave is non-cumulative and can only be used in the contract year it is earned. The supervising administrator must agree to the leave request. Such leave requests must be submitted at least thirty (30) days prior to the leave. The unpaid leave described in this section is the only unpaid personal leave under this contract.

5. County Level Certificated Personnel Supplement

The Specialist V supplement of \$2,434 shall continue to be paid to 10 month social workers and caseworkers. Teachers on assignment receiving the supplement prior to the effective date of this agreement shall also continue to receive the supplement.

6. Speech and language pathologists who have received a certificate for clinical competence shall receive a \$2,434 annual salary supplement.
7. Method of Payment
 - a. Each teacher working a full school year will be paid in 24 semi-monthly installments.
 - b. Late start: teachers hired or returning from leave after a specified date in the payroll schedule may be placed on an alternate schedule that does not include multiple payments at the end of the school year as defined in the next paragraph.
 - c. Multiple payments for the remainder of the contract, which represent the remaining semi-monthly installments from paragraph "a" above, except for the final installment paid as per paragraph "d" below, will be issued on the last day of post-planning, for those teachers on the 196-day work schedule.
 - d. The final installment will be issued on the regularly scheduled pay date where the last scheduled work day is included in the corresponding pay period.
8. When a pay date falls within the winter break, spring break, or a scheduled non-work day, the School Board shall arrange for the affected teachers to receive their checks on the last working day prior to the non-work day.
9. During the 2003-2004 school year, there shall be a joint labor management committee formed to research and discuss the implementation of a career ladder salary schedule as required by law. This committee shall consist of six (6) members, three (3) appointed by the VTO and three (3) appointed by the Superintendent, and shall utilize resources and personnel from both the Board and the VTO.

ARTICLE 27

OTHER BENEFITS

A. Life Insurance

Each full-time teacher is provided fully paid life insurance coverage equal to the annual salary.

B. Group Health Insurance

All full-time teachers shall be eligible for enrollment in the Group Health Insurance Program. The Board retains the right to make changes in the carriers and provisions of the group health insurance plan in an effort to contain the cost of insurance. The Board shall maintain an Insurance Committee to which the Union may appoint a representative. The impact of any changes made by the Board will be impact bargained if requested by the Union. The Board agrees that, like the major plan, the cost of alternate plans be no more than five dollars (\$5.00) per month per covered employee. The Board will pay \$.50 per month for each year of Volusia County service for those retired employees who remain in an approved plan until age 65.

C. Disability Insurance

The Board will, upon request, deduct the monthly premium from the salaries of those teachers who participate in approved disability income protection.

D. Tax Sheltered Annuity

The Board will, upon request, reduce the salaries of teachers for contributions to tax sheltered annuities approved by the Board for payroll reduction. By the end of the 1997-98 school year, the Board shall provide the opportunity to amend annuity deductions not to exceed twice during the calendar year.

E. Financial Institutions

The Board will, upon request, deduct monthly contributions from salaries of teachers for Credit Unions. Teachers will be provided the opportunity for direct deposit of payroll checks.

F. Terminal Pay

1. A teacher is eligible for terminal pay for accumulated sick leave upon termination of employment. If termination of employment is by death of the teacher any terminal pay to which the teacher may have been entitled shall be made to the beneficiary as identified with the Florida retirement systems or other beneficiary identified to the School Board by the teacher.
2. Teachers who resign may choose to leave accumulated sick leave days on deposit.
3. The daily rate of pay shall be calculated at the rank and step attained by a teacher.
4. For terminal sick leave pay the payment will be calculated according to the following formula:
 - a. During the first three years of service in Volusia County, the daily rate of pay multiplied by 35 percent times the number of days accumulated sick leave.
 - b. During the next three years of service in Volusia County, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave.
 - c. During the next three years of service in Volusia County, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave.
 - d. During and after the tenth year of service in Volusia County, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.
 - e. For normal retirement or death, terminal pay during or after the 13th year of service in Volusia County, the daily rate of pay multiplied by 100 percent times the number of days of accumulated sick leave.
 - f. Employees participating in the Deferred Retirement Option Program (DROP) shall be permitted to receive the terminal sick leave pay for which they are eligible at the time they enter the program. Such payment(s) shall be paid into the tax deferral plan as

may be required by paragraph 5 below. Such payment shall be limited to twenty percent (20%) of the sick leave accumulated at the time the employee enters DROP, such percentage being paid in each year the employee is in the program, with any balance being due upon actual retirement.

5. Terminal sick leave pay shall be paid into a tax deferral plan adopted by the school board, and shall then be paid to the employee in accordance with the terms of such plan.
6. Upon written request, which must be made in writing within three days after the end of the teacher's work year, a teacher will receive an annual payment for accumulated sick leave that is earned for that year and that is unused at the end of the teacher's work year according to the following schedule:
 - a. During the first three years of service in Volusia County, the daily rate of pay multiplied by 65 percent times the number of eligible days of sick leave.
 - b. During the next three years of service in Volusia County, the daily rate of pay multiplied by 70 percent times the number of eligible days of sick leave.
 - c. During the next three years of service in Volusia County, the daily rate of pay multiplied by 75 percent times the number of eligible days of sick leave.
 - d. During the next three years of service in Volusia County, the daily rate of pay multiplied by 80 percent times the number of eligible days of sick leave.

Days for which such payment is received will be deducted from the accumulated leave balance.

G. Tuition Reimbursement

Teachers shall be reimbursed for the cost of tuition for courses taken under the following terms and limits:

1. The Board shall appropriate \$96,000 for tuition reimbursement each for fiscal year. Any funds remaining from the prior fiscal year shall carry over to the tuition reimbursement account.
2. Tuition reimbursement shall only be available for one course (maximum of 3 hours) per year for each individual teacher. This limit may be modified, at the sole discretion of the Superintendent or designee, if there are funds remaining in the account for the fiscal year, and all other requests have been considered.
3. Requests for tuition reimbursement shall be submitted to the Superintendent or designee for approval in advance of the course. The procedure for application shall be established and published by the Superintendent or designee.
4. Tuition reimbursement shall be limited to \$130.00 per credit hour, not to exceed the actual cost of the credit hour and shall be applied only to the cost of tuition.
5. To be eligible for reimbursement, the course requested to be taken must be specific to the subject content of the teacher's current assignment(s) and from a college or university

accredited by the Southern Association of Colleges and Schools. Other courses may be eligible only with prior approval of the Superintendent or designee.

6. To be reimbursed for a course, a teacher must earn a grade of B or better, as evidenced by an official transcript or a grade slip.

H. Merit Pay

A performance bonus shall be available under the following terms and conditions:

1. The teacher must have an overall satisfactory evaluation on their summative evaluation.
2. The teacher's certification must be up-to-date.
3. In-service requirements under the Volusia County Tenure Law must have been met.
4. The teacher must have earned a total of 40 points under the following system between July 1 and June 30:
 - a. Ten points for each quarter in which no sick leave or personal leave is used.
 - b. Twenty points for a three hour college course. The course taken must have the prior approval of the principal/supervisor as being relevant to the employee's assignment, and be from a college or university accredited under the Southern Association of Colleges and Schools and/or Department of Education regulations. The employee must not have received any reimbursement for tuition costs or have been compensated for taking the course.. A maximum of twenty points may be obtained as a result of taking college courses or the in-service described in "c" below or for completing the National Board Certification requirements in "d" below.
 - c. For in-service specific to the subject content of the teachers' current assignment, taken on a voluntary basis, outside the workday, for which no other compensation is received. One point shall be awarded for each hour of in-service

A maximum of twenty points may be obtained as a result of taking in-services or the college course work described above or for completing the National Board Certification requirements in "d" below.

The reporting and verification procedure for the performance bonus will be developed prior to implementation. The bonus available shall be a maximum of \$200, or a lower prorata amount based upon the number of teachers qualifying for the bonus and the pool of available dollars. The available dollars shall be \$75,000. The source of the funds shall be the carryover from the tuition reimbursement. However, should such carryover be insufficient to fund the \$75,000, then the District shall make up the difference.

- d. Twenty points for the completion of the portfolio process and the written assessment for the National Board Certification. A maximum of twenty points may be obtained as a result of the completion of such requirements or taking a college course as set out in "b" above or taking in-service as described in "c" above.

ARTICLE 28
SUPPLEMENTS

- A. The principal shall recommend supplements for teachers as set forth in this Article. All supplements listed in Class A, Athletics, Music, and Sponsors which the principal intends to fill but does not have an agreement in principle with an individual to perform shall be posted in each school site during pre-planning. Posting shall be by email, agenda or other written form and shall contain the available positions and the amount of the supplement.
- B. A supplement is not automatic, it must be agreed upon by the supplement recipient and the principal during pre-planning or as soon as practicable.
- C. A supplement may not be split unless there is agreement from the teachers involved.
- D. All supplements listed are paid for the performance of duties beyond the regular working day and normal job responsibilities and are not approved solely on the basis of position classification or previous supplement payment. Additional time spent fulfilling job responsibilities does not constitute a basis for compensation beyond the teachers' regular salary.
- E. Teacher supplements will be covered by a Supplement Performance Order. The Supplement Performance Order will be binding on both parties for the life of the Order as prescribed therein. The Supplement Performance Order shall be completed and signed by the teacher prior to performing the supplemental duties.
- F. A principal shall determine what duties shall be supplemented based upon the operational needs of the school. Principals shall give reasonable consideration to filling the supplements in Class A before filling the supplements in Class B or Class C.
- G. Supplements at the discretion of the teacher, will be paid in eight installments, one per month or one lump sum at the end of the year.
- H. Supplements will be rounded to the nearest dollar.
- I. Supervisory Duty supplement may be paid for morning or afternoon duty. One person may be supplemented for both morning and afternoon supervisory duty.
- J. All Junior Varsity Coaches are classified as Assistant coaches.
- K. Categories:
 - A. Basketball
Football
 - B. Baseball
Soccer
Softball
Track
Volleyball
Wrestling

C. Other approved sports

- L. A high school teacher eligible to receive a coaching or cheerleader supplement for 9th grade responsibilities will receive 62.5% of the high school supplement. If coaching or cheerleading responsibilities are continued on to varsity responsibilities at the end of a 9th grade schedule, the high school supplements apply.

The principal and athletic director are responsible for the development of programs, schedules, seasons, and other matters related to school and county-wide athletics. They will involve coaches, male and female, as they carry out this responsibility.

- M. A football coaching supplement shall be considered to be two (2) separate supplements, with an amount equal to 80% of the supplement being paid in December for the performance of the coaching responsibilities from the start of the school year to the end of the team's season, and amount equal to 20% of the supplement being paid with the 24th installment as described in Article 26 for the performance of the coaching responsibilities required by spring practice.

- N. To qualify for an extended duty supplement one or more of the following criteria must be met and be in accordance with B above as requested and assigned by the Principal:

1. loss of contract identified duty free lunch period,
2. loss of contract identified planning time,
3. a documented minimum average of 2 1/2 hours per week beyond the regular work week

2003-2004 Teacher Supplements

Description	High Schools	Middle Schools	Elementary Schools
Class A:			
Department/Grade Chairperson	585	585	585
<i>Each additional teacher or major fraction</i>	187	187	187
Supervisory Duty (Morning or Afternoon)	659	659	659
Curriculum Committee Chairperson			585
Testing Coordinator			585
Child Study Team Chairperson	883	883	883
Guidance Department Chairperson	4,819		
Guidance Counselors	1,315	1,315	1,315
Lead Teacher/Subject Area Contact A		883	
Lead Teacher/Subject Area Contact B		1,087	
Class B:			
Extended Duty Supplement Amounts:			
One item checked under duties & responsibilities	883	883	883
Two items checked under duties & responsibilities	1,087	1,087	1,087
Three items checked under duties & responsibilities	1,453	1,453	1,453

Loss of planning for extra class	Hourly Rate of pay rounded up to the nearest half-hour.	Hourly Rate of pay rounded up to the nearest half-hour	Hourly Rate of pay rounded up to the nearest half-hour
Audio-Visual Specialist	1,316	883	
Vo-Ag.	2,199	2,199	
<u>Athletics:</u>			
Athletic Director	3,971		
Category A-Head Coach	3,971		
Category B-Head Coach	2,706		
Category C-Head Coach	2,443		
Category A-Assistant Coach	2,443		
Category B-Assistant Coach	1,963		
Category C-Assistant Coach	1,832		
<u>Athletic Trainer:</u>			
Certified – Head	3,971		
Associate or Certified Asst.	2,746		
Appointed	1,527		
<u>Music:</u>			
Band Director	3,958	2,636	
Assistant Band Director	1,755	1,099	
Choral Director	2,636	2,100	
Music Production		438	438
Orchestra Director		2,636	
<u>Class C:</u>			
<u>Sponsors:</u>			
Brain Team	1,315		
Cheerleader	1,315		
Dance	1,315		
Flag Corps	1,315		
Majorettes	1,315		
Class Sponsor	421		
Drama Production	883	438	
Intramural	883	883	883
Publications	1,315	883	
Safety Patrol	436	436	436
Service Club	436	436	
Special Interest Club Activities	436	436	436
Student Government	1,315	436	
Yearbook	1,755	883	
Television Production Specialist	1,315	883	

ARTICLE 29

EMPLOYEE ASSISTANCE PROGRAM

- A. Whenever any employee is referred to or enrolled in an Employee Assistance Program, the School Board shall, to the extent allowed by law, maintain the confidentiality of the employee's participation.
- B. The School Board will not use participation in an Employee Assistance Program as a disciplinary measure. However, nothing herein shall prevent an employee's mandatory referral to an Employee Assistance Program, or the disciplining of any person who refuses to attend or complete an Employee Assistance Program when referred.

ARTICLE 30 EMERGENCIES

The Volusia County School District, hereinafter the "District," and the Volusia Teachers Organization, hereinafter the "VTO," in the interests of maintaining a safe environment for the students during times involving severe weather such as hurricanes, and other natural disasters or calamities, agree to the following:

Should an event such as is stated above occur during the time when the District is responsible for the school children, members of the bargaining unit will cooperate with the administration in taking the steps necessary to reasonably provide for the students' safety. If such actions require service beyond the regular work day, then the administration shall work with bargaining unit personnel to see that while first providing for the security of the students, reasonable requests by personnel to ensure the safety of their own families will be accommodated.

Should either party wish to discuss actions taken during an event as stated above, the parties shall meet to discuss the issues.

ARTICLE 31 SICK LEAVE BANK

PURPOSE:

To enable employers to provide protection in cases of long-term catastrophic illness and to encourage employees to "save" sick leave for a valuable future economic benefit (terminal leave).

- A. To become a member of the Sick Leave Bank, an employee must have accumulated ten (10) sick leave days. Following the accumulation of ten (10) sick leave days, the employee may join the sick leave bank by donating one (1) sick leave day to the sick leave bank.
- B. To utilize "bank days" the member must first use all other accumulated sick leave days.
- C. Members of the sick leave bank may be granted up to a maximum of one hundred (100) days.
- D. Following any use of the sick leave bank provisions, the employee will have to rejoin the sick leave bank as indicated in No. A. above.
- E. Days from the bank may only be used for extended personal physical or mental disability.

F. The bank will be administered by the Union as follows:

Three (3) teachers appointed by the VTO President

G. In cases of extreme hardship, the bank administrators may grant additional days voluntarily given by other sick leave bank members.

H. If the bank is depleted during a school year, members may be assessed up to two (2) additional days.

I. The bank administrators will determine the eligibility of membership in the Sick Leave Bank.

J. A list of all sick leave bank members shall be provided to the VTO upon written request.

K. Forms for enrollment shall be available through the VTO office.

Please see the attached Sick Leave Bank Procedural Guidelines in the back of the contract for additional information.

ARTICLE 32 JOB SHARING

GUIDELINES

A. Job sharing exists when two (2) teachers share one job position. The following conditions must be agreed to:

1. Both teachers voluntarily agree to participate in a job sharing position.
2. Each teacher participating in a job share position will sign an agreement that stipulates the requirements of that assignment and the benefit choices available.
3. Teachers who job share may be required, with advance notice by the principal or supervising administrator, to schedule joint conferences or to attend faculty meetings or in-service beyond the modified school day.
4. Annual contract teachers or teachers who are placed on a Success Plan prior to the request for a job sharing assignment will not be permitted to participate in a job sharing position.

B. Approval for Job Sharing

1. Teachers wishing to job share must submit a written plan to the building administrator no later than May 1st of the year prior to the school year in which the job sharing will occur.
2. The written plan will include, but not be limited to:
 - A) teaching responsibilities
 - B) schedule of work hours and/or days
 - C) planning time arrangements
 - D) joint planning time arrangements
 - E) procedures for parent conferences and field studies

3. The principal shall notify the teachers of the approval or denial of the plan no later than the last working day of May.
4. If the teachers and the principal/administrator cannot reach an agreement, an appeal can be made to the Superintendent. The Superintendent may find a different work site vacancy that would accept the job sharing position.

C. Duration

1. A job share agreement shall be for one year.
2. Teachers may extend a job sharing agreement with approval from the principal/administrator.
 - A) Should a teacher in a job sharing agreement wish to resign, the partners may assist in finding a replacement teacher. The replacement must agree to all terms and conditions of the initial plan.
 - B) Should no replacement teacher be identified, the remaining teacher shall assume the full-time position.
 - C) Teachers who participate in a job share position may substitute for each other at their full daily rate of pay for the days worked.

D. Salary, Benefits and Leave

1. Each teacher participating in job sharing will receive only partial benefits required to be paid by the Board. To receive full benefits, it will be the teacher's responsibility to assume the costs of benefits not paid by the Board
2. The employee may choose the benefit coverage and such choice shall be effective at the beginning of the employee's first date of eligibility at the time the job share participation begins.
3. Each employee in a job share position shall receive an annual salary equal to one-half of the individual's salary (or the appropriate prorated amount) based on the salary schedule.
4. Years of experience shall be based upon Board Policy.
5. Sick leave shall be granted at the rate of 3.75 hours per month (or the appropriate prorated amount).

ARTICLE 33
DURATION OF AGREEMENT

- A. This agreement shall be effective as of the date of signing, and shall continue in effect until June 30, 2006. This Agreement may be extended only in writing.
- B. Salary changes for the FY 2003-04 shall be effective in accordance with the date set out on the adopted salary schedule. Retroactive payments shall be paid in the amounts set forth in the schedule prorated for any employee whose employment began after the start of the appropriate work year for their assigned position.
- C. This agreement will be reopened for negotiation for wages and benefits to be paid to teachers for FY 04-05 and for FY 05-06. Two issues proposed by the Union and two issues proposed by the School Board may be reopened, in addition to any other issues required to be opened under this agreement. Any article of this agreement may be opened at any time by consent of both parties.

In consideration of the mutual covenants, this agreement is made and entered into the 9th day of December, 2003, by and between the School Board of Volusia County, Florida and the Volusia Teachers Organization.

President, Volusia Teachers
Organization

Chairman, Volusia County
School Board

Member Representative, Volusia
Teachers Organization

Superintendent, School Board
of Volusia County

Chief Negotiator, School Board
of Volusia County

**196 Day Salaries For Certificated Personnel
2003 - 2004**

Years Experience	Bachelor's Degree 7/1/03 – 12/31/03	Bachelor's Degree 1/1/04 – 6/30/04	Salary Payment 12/18/03	Master's Degree 7/1/03 – 12/31/03	Master's Degree 1/1/04 – 6/30/04	Salary Payment 12/18/03
0	29,050	29,350	148	31,625	31,950	164
1	29,311	29,790	242	31,906	32,430	265
2	29,698	30,237	273	32,326	32,916	298
3	30,130	30,691	284	32,796	33,409	310
4	30,509	31,151	325	33,201	33,911	360
5	30,850	31,618	389	33,597	34,419	417
6	31,350	32,093	376	34,200	34,936	371
7	31,741	32,574	421	34,624	35,460	423
8	32,080	33,063	498	35,157	35,991	423
9	32,452	33,558	561	35,653	36,531	446
10	33,144	34,062	465	36,325	37,079	383
11	33,838	34,573	372	37,088	37,635	277
12	34,526	35,091	285	37,904	38,388	243
13	35,330	35,793	233	38,836	39,348	258
14	36,325	36,867	273	39,912	40,528	311
15	37,223	37,789	286	40,779	41,339	284
16	38,053	38,544	248	41,611	42,166	281
17	39,197	39,701	254	42,835	43,431	300
18	40,515	41,090	292	43,981	44,516	270
19	41,722	42,323	304	45,272	45,852	293
20	42,953	43,593	324	46,400	46,998	303
21	44,059	44,683	314	47,597	48,173	292
22	45,356	46,023	336	48,785	49,377	299
23	46,001	46,713	361	49,503	50,118	311
24	46,587	47,414	419	50,119	50,870	380
25	48,366	50,259	960	51,722	53,413	859
25 - no step		50,259	404	52,820	53,413	298

Years Experience	Specialist's Degree 7/1/03 - 12/31/03	Specialist's Degree 1/1/04 – 6/30/04	Salary Payment 12/18/03	Doctorate Degree 7/1/03 – 12/31/03	Doctorate Degree 1/1/04 – 6/30/04	Salary Payment 12/18/03
0	32,910	33,179	135	34,177	34,456	140
1	33,202	33,677	239	34,480	34,973	249
2	33,639	34,182	274	34,934	35,497	285
3	34,129	34,695	286	35,442	36,030	297
4	34,545	35,215	340	35,869	36,570	355
5	35,064	35,743	343	36,580	37,119	273
6	35,691	36,279	298	37,225	37,676	227
7	36,150	36,824	342	37,705	38,241	271
8	36,668	37,376	358	38,165	38,814	328
9	37,246	37,937	349	38,764	39,397	320
10	37,784	38,506	366	39,352	39,988	322
11	38,477	39,083	305	40,071	40,587	260
12	39,189	39,669	241	40,905	41,399	251
13	40,140	40,661	263	41,918	42,434	261
14	41,105	41,678	289	42,909	43,495	297
15	42,040	42,511	239	43,787	44,365	292
16	43,044	43,574	268	44,675	45,252	291
17	44,050	44,663	309	45,575	46,157	294
18	45,372	46,003	320	46,735	47,311	291
19	46,541	47,153	310	48,063	48,730	337
20	47,766	48,332	286	49,274	49,949	342
21	48,982	49,540	281	50,513	51,197	345
22	50,192	50,779	296	51,596	52,221	315
23	50,740	51,541	404	52,166	53,005	424
24	51,370	52,314	478	52,787	53,800	513
25	52,402	53,883	752	54,465	56,490	1,028
25 - no step		53,883	294	55,871	56,490	311

**216 Day Salaries For Certificated Personnel
2003 – 2004**

Years	Bachelor's	Bachelor's	Salary	Master's	Master's	Salary
Experience	Degree	Degree	Payment	Degree	Degree	Payment
	7/1/03 - 12/31/03	1/1/04 - 6/3/04	12/18/03	7/1/03 - 12/31/03	1/1/04 - 6/30/04	12/18/03
0	32,014	32,345	165	34,852	35,210	182
1	32,301	32,830	268	35,162	35,739	293
2	32,728	33,322	302	35,624	36,275	330
3	33,205	33,823	315	36,142	36,818	343
4	33,622	34,330	359	36,588	37,371	398
5	33,997	34,844	430	37,025	37,931	461
6	34,549	35,368	416	37,690	38,501	411
7	34,980	35,898	466	38,158	39,078	468
8	35,354	36,437	550	38,745	39,664	468
9	35,763	36,982	620	39,291	40,259	493
10	36,526	37,538	514	40,032	40,863	423
11	37,291	38,101	411	40,873	41,475	307
12	38,049	38,672	316	41,772	42,305	270
13	38,935	39,445	259	42,799	43,363	286
14	40,032	40,629	302	43,985	44,664	345
15	41,021	41,645	317	44,940	45,557	314
16	41,936	42,477	276	45,857	46,469	312
17	43,197	43,752	282	47,206	47,863	333
18	44,650	45,283	323	48,469	49,058	300
19	45,979	46,642	336	49,892	50,531	325
20	47,336	48,041	359	51,135	51,794	336
21	48,554	49,242	348	52,454	53,089	324
22	49,984	50,719	373	53,764	54,415	332
23	50,696	51,480	400	54,555	55,232	345
24	51,341	52,252	463	55,233	56,061	421
25	53,302	55,387	1,061	56,999	58,863	949
25 - no step		55,387	448	58,210	58,863	330

Years	Bachelor's	Bachelor's	Salary	Master's	Master's	Salary
Experience	Degree	Degree	Payment	Degree	Degree	Payment
	7/1/03 - 12/31/03	1/1/04 - 6/3/04	12/18/03	7/1/03 - 12/31/03	1/1/04 - 6/30/04	12/18/03
0	36,268	36,565	150	37,664	37,972	156
1	36,590	37,113	265	37,998	38,542	276
2	37,071	37,670	303	38,499	39,119	316
3	37,611	38,235	317	39,058	39,707	329
4	38,070	38,808	376	39,529	40,302	393
5	38,643	39,390	379	40,313	40,907	302
6	39,332	39,981	331	41,023	41,520	252
7	39,838	40,582	379	41,553	42,143	301
8	40,409	41,190	396	42,059	42,775	363
9	41,047	41,808	387	42,720	43,417	355
10	41,640	42,435	405	43,368	44,068	357
11	42,403	43,071	338	44,160	44,729	288
12	43,188	43,717	268	45,078	45,623	278
13	44,236	44,810	291	46,195	46,764	290
14	45,299	45,931	320	47,287	47,933	329
15	46,329	46,849	265	48,255	48,892	324
16	47,436	48,020	297	49,233	49,870	322
17	48,545	49,220	342	50,226	50,867	326
18	50,001	50,697	355	51,504	52,139	323
19	51,290	51,965	343	52,967	53,703	374
20	52,640	53,264	317	54,302	55,046	379
21	53,980	54,595	312	55,668	56,421	383
22	55,314	55,961	329	56,861	57,550	349
23	55,917	56,800	447	57,489	58,414	469
24	56,612	57,652	529	58,173	59,290	568
25	57,749	59,381	831	60,022	62,254	1,136
25 - no step		59,381	327	61,572	62,254	346

**Psychologist
Salary Supplement**

<u>Step</u>	<u>Amount</u>
0	3,030
1	3,641
2	4,252
3	4,863
4	5,474
5	6,085
6	6,696
7-25	7,305

**Placement Specialists, Program
Specialists & Social Workers
Salary Supplement**

<u>Step</u>	<u>Amount</u>
0-25	2,434

**256 Day Salaries For Certificated Personnel
2003 – 2004**

Years Experience	Bachelor's Degree 7/1/03 - 12/31/03	Bachelor's Degree 1/1/04 – 6/3/04	Salary Payment 12/18/03	Master's Degree 7/1/03 – 12/31/03	Master's Degree 1/1/04 – 6/30/04	Salary Payment 12/18/03
0	37,943	38,335	234	41,306	41,731	258
1	38,283	38,909	380	41,674	42,358	415
2	38,789	39,493	428	42,221	42,992	467
3	39,354	40,086	446	42,835	43,636	486
4	39,848	40,687	509	43,364	44,292	565
5	40,293	41,297	610	43,881	44,955	654
6	40,947	41,917	590	44,670	45,631	583
7	41,458	42,546	661	45,224	46,315	663
8	41,901	43,184	780	45,920	47,009	663
9	42,386	43,831	879	46,567	47,714	699
10	43,290	44,489	729	47,445	48,430	600
11	44,196	45,157	583	48,442	49,156	435
12	45,095	45,833	447	49,507	50,139	382
13	46,145	46,750	366	50,725	51,393	405
14	47,445	48,153	428	52,130	52,935	488
15	48,617	49,357	448	53,262	53,994	445
16	49,702	50,343	390	54,349	55,074	441
17	51,197	51,854	399	55,948	56,726	471
18	52,918	53,669	458	57,445	58,143	424
19	54,494	55,279	476	59,131	59,888	460
20	56,102	56,938	508	60,604	61,385	476
21	57,546	58,361	493	62,167	62,920	458
22	59,240	60,112	528	63,720	64,492	469
23	60,084	61,013	566	64,657	65,460	489
24	60,849	61,928	656	65,462	66,442	596
25	63,173	65,644	1,504	67,555	69,764	1,345
25 - no step		65,644	634	68,990	69,764	467

Years Experience	Bachelor's Degree 7/1/03 - 12/31/03	Bachelor's Degree 1/1/04 – 6/3/04	Salary Payment 12/18/03	Master's Degree 7/1/03 – 12/31/03	Master's Degree 1/1/04 – 6/30/04	Salary Payment 12/18/03
0	42,984	43,336	212	44,639	45,004	220
1	43,366	43,986	376	45,035	45,679	390
2	43,936	44,646	429	45,629	46,363	447
3	44,577	45,316	449	46,291	47,060	466
4	45,119	45,995	533	46,849	47,765	557
5	45,799	46,685	538	47,778	48,482	428
6	46,616	47,385	468	48,620	49,209	357
7	47,216	48,097	536	49,248	49,947	426
8	47,893	48,818	561	49,848	50,696	515
9	48,648	49,550	548	50,631	51,457	502
10	49,351	50,294	573	51,399	52,229	505
11	50,256	51,047	479	52,338	53,012	408
12	51,186	51,813	379	53,426	54,072	393
13	52,428	53,108	413	54,750	55,424	410
14	53,688	54,437	454	56,044	56,810	466
15	54,909	55,525	375	57,191	57,946	458
16	56,220	56,913	421	58,351	59,105	456
17	57,535	58,335	485	59,527	60,287	461
18	59,261	60,086	502	61,042	61,794	457
19	60,789	61,588	486	62,776	63,647	529
20	62,388	63,128	449	64,358	65,240	536
21	63,977	64,705	441	65,977	66,870	542
22	65,557	66,324	465	67,391	68,207	494
23	66,272	67,319	634	68,135	69,231	665
24	67,096	68,328	749	68,946	70,269	805
25	68,443	70,378	1,179	71,138	73,783	1,611
25 - no step		70,378	462	72,974	73,783	489

*For Information Only****FAMILY AND MEDICAL LEAVE ACT***

1. **Family and Medical Leave Act:** All provisions of this article shall be interpreted so as to comply with the requirements of the Family and Medical Leave Act and any amendments thereto, and with such federal regulations that may be issued under the Act.
2. **Employee Eligibility:** Eligibility for these benefits shall be limited to those bargaining unit members that have been employed for at least the previous twelve (12) months by the Board, and worked at least 1,250 hours during that previous twelve (12) month period. Full-time teachers will be deemed to have met the 1,250 hour requirement.
3. **Terms of Leave:** This leave shall be granted, in the following instances, for no more than a total of twelve (12) work weeks during the school year, July 1 through June 30. It shall be granted to eligible bargaining unit members for: (A) to care for the employee's child after birth, or following placement for adoption or foster care; (B) to care for the employee's spouse, son, daughter, or parent who has a serious health condition; or (C) for a serious health condition that makes the employee unable to perform the employee's job.
4. **Definitions:** The definitions contained in the Act apply to this article.
5. **Group Medical Insurance:** The Board shall continue an employee's group medical insurance in full effect during FMLA leave, to the same extent as when the employee worked. The employee shall be responsible for his or her share of insurance premium payment. Days of leave taken under the sick leave provision of the collective bargaining agreement shall be considered to be leave taken under the FMLA if taken for a serious health condition, for the purposes of this article, as shall any annual leave taken after the employee has exhausted his or her sick leave due to a serious health condition.
6. **Length of Unpaid Medical or Child Care Leave:** The length of any unpaid medical or child care leave shall be determined by the collective bargaining agreement, provided such provisions, when considered with sick leave and annual leave used as stated above in paragraph 6, meet the required twelve (12) week allotment called for by the Act.
7. **Notice:** If leave is taken to care for a newborn child or a child newly placed for adoption or foster care, the employee must provide notice of the leave in writing, to the personnel department and to his or her immediate supervisor, approximately thirty (30) days in advance, where possible. If a leave is needed for foreseeable medical care, it shall be requested, in writing at least thirty(30) days in advance, or as early as is practicable.
8. **Medical Certification:** (A) **Illness of Others:** When requesting leave for a serious health condition of the employee's spouse, child or parent, the employee, upon request by the school district shall submit a statement from the patient's doctor which certifies that it is necessary for the employee to care for the patient, and estimates the length of time the care is needed. (B) **Illness of Employee:** The Board may require a medical certification from eligible employees who

request leave under the FMLA. Additional requests for medical certification shall be at the employer's expense and shall comply with the regulations under the Act.

9. **Intermittent Leave For Planned Medical Treatment:** Unpaid medical leave with FMLA benefits may be taken on an intermittent basis when the employee, the employee's spouse, child or parent has a serious medical condition and it is foreseeable that the employee will need short periods of time off. Such intermittent leave days may be taken only when all sick leave and annual leave have been exhausted.

Intermittent leave may be taken in increments of one or more days or partial days at work. Intermittent leave will be granted, subject to the previously mentioned terms, if the health care provider certifies that it is medically necessary. The Board may require medical certification of the need, and the schedule or time of the treatment. The employee must give the Board thirty (30) days written notice of the need for the leave, if possible. If it is not possible to give thirty (30) days advance notice, the employee shall provide as much notice as is practicable.

10. **Employees must exhaust all sick leave prior to taking an unpaid leave covered by the FMLA,** where the reason for the leave is covered by section (B) or (C) of paragraph number 3.
11. **Restoration:** Upon return from an FMLA leave, the affected employee is entitled to be restored to the same position that the employee held when the leave started, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

TEACHER AUTHORITY TO REMOVE STUDENTS FROM THE CLASSROOM

PROCEDURE

Teachers and other instructional staff shall keep good order in the classroom and in other places in which they are assigned to supervise students, shall maintain an orderly and disciplined classroom with a positive and effective learning environment that maximizes learning and minimizes disruption, and shall work with parents and other school personnel to solve discipline problems in their classrooms.

Teachers and other instructional personnel shall establish and enforce reasonable classroom rules that treat all students equitably, that include consequences designed to change behavior, and which are consistent with school board policy and disciplinary rules established by the principal.

Teachers and other instructional personnel shall have the authority to request and receive training and other classroom assistance to improve skills in classroom management, violence prevention, conflict resolution, and other areas. They shall seek professional development to improve classroom management skills when data show that they are not effective in handling minor classroom disruptions. Any teacher who removes 25% of his or her total class enrollment shall be required to complete professional development to improve classroom management skills.

In accordance with law and within the framework of school board policy, teachers and other instructional personnel shall have the authority to undertake any of the following actions in managing student behavior and ensuring safety of all students in their classes and school and their opportunity to learn in an orderly and disciplined classroom:

- Have disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students removed from the classroom for behavior management intervention;
- Have violent, abusive, uncontrollable, or disruptive students directed for information or assistance from appropriate school or district personnel;
- Assist in enforcing school rules on school property, during school sponsored transportation, and during school-sponsored activities;
- Request and receive information as to the disposition of any referrals to the administration for violation of classroom or school rules;
- Request and receive immediate assistance in classroom management if a student becomes uncontrollable or in case of emergency;
- Press charges if there is reason to believe that a crime has been committed on school property, during school-sponsored transportation, or during school-sponsored activities; and
- Use reasonable force, according to standards adopted by the State Board of Education, to protect himself or herself or others from injury.

A teacher may, in accordance with the procedure established at the school, send a student to the principal's office to maintain effective discipline in the classroom and may recommend an appropriate consequence consistent with the Code of Student Conduct and Discipline. The principal shall respond by employing the teacher's recommended consequence or a more serious disciplinary action if the student's history of disruptive behavior warrants it. If the principal determines that a lesser disciplinary action is appropriate, the principal should consult with the teacher prior to taking disciplinary action.

A teacher may remove from class a student whose behavior the teacher determines interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn. A teacher who does so shall provide the principal with a description of the behaviors and how they have interfered with the class prior to the end of the school day. If a teacher fails to provide the information in a timely manner, the teacher will be deemed to have agreed to having the student readmitted. Where student is removed under this procedure, the principal may place the student in another appropriate classroom, in in-school suspension, or in a dropout prevention and academic intervention program. The principal also may choose to recommend the student for out-of school suspension or expulsion, as appropriate. The student may be prohibited from attending or participating in school-sponsored or school-related activities. The principal may not return the student to that teacher's class without the teacher's consent unless the placement review committee (PRC) determines that the placement is the best or only available alternative, or the placement is required by the student's individual education plan or section 504 plan. The decisions of the teacher, principal and PRC shall be made within five days of the removal of the student from the classroom.

When a student is classified as one with disabilities and receiving exceptional education services or is identified as a section 504 student, the principal/designee will, in consultation with ESE personnel or section 504 contact at the building and district level where necessary, review the IEP or the section 504 plan and determine if removing the student from class would violate the applicable plan. If the principal/designee determines that removal would violate the applicable plan, the teacher shall be so informed and the principal/designee will return the student to the classroom. If the referral involved an ESE student, the principal/designee shall notify the staffing specialist to convene the ESE staffing committee to review the student's IEP. If the referral involved a section 504 student, the principal/designee shall notify the section 504 contact to review the section 504 accommodation. Changes in Florida statutes do not alter federal requirements related to students with disabilities.

A PRC shall be established at each school to determine placement of a student when a teacher withholds consent to the return of a student to the teacher's class. The principal shall notify each teacher about the availability, the procedures, and the criteria for the PRC. The PRC membership shall include at least two teachers (one selected by the school's faculty, with a standing member and an alternate being elected at the start of the year, and one selected by the teacher who has removed the student) and one member of the school staff selected by the principal. Additional staff members may be appointed at the discretion of the principal (e.g. guidance counselor, assistant principal). The principal may also serve on the PRC. The teacher who withheld consent to readmitting the student may not serve on the committee.

SICK LEAVE BANK PROCEDURAL GUIDELINES

The purpose of the Sick Leave Bank is to enable employers to provide protection in cases of long-term catastrophic illness and to encourage employees to “save” sick leave for a valuable future economic benefit (terminal leave.) Membership in the Sick Leave Bank must precede the diagnosis date for the current illness for which days are being applied.

1. To become a member of the Sick Leave Bank, an employee must have accumulated ten (10) sick leave days. Following the accumulation of ten (10) sick leave days, the employee may join the Sick Leave Bank by donating one (1) sick leave day to sick leave bank.
2. To utilize “bank days” the member must first use all other accumulated sick leave days.
3. Members may be granted four times the number of days they have accumulated at the beginning of their illness to a maximum of one hundred (100) days.
4. Following any use of the Sick Leave Bank provisions, the employee will have to rejoin the Sick Leave Bank as indicated in #1 above.
5. Days from the bank may only be used for extended personal physical, or mental disability.
6. The bank will be administered by the Union as follows:

Three (3) teachers appointed by the VTO President
7. In cases of extreme hardship, the bank administrators may grant additional days voluntarily given by other Sick Leave Bank members. Any unused donated days will be returned to the Sick Leave Bank.
8. Members with zero accumulated sick days will have the option of days being donated on their behalf, which will be monitored, by the Sick Leave Bank.
9. If the bank is depleted during a school year, members may be assessed up to two (2) additional days.
10. The bank administrators will determine the eligibility of membership in the Sick Leave Bank.
11. A list of all Sick Leave Bank members shall be provided to the VTO upon written request.
12. Forms for enrollment shall be available through the VTO office.

MEMORANDUM OF UNDERSTANDING

The School Board of Volusia County, hereinafter the "Board," and the Volusia Teachers Organization, hereinafter the "VTO," recognize and appreciate the work performed by the teachers in the Volusia County School District. The parties continue to have a mutual concern regarding the amount of time necessary for teachers to complete all required paperwork and documentation. While the parties recognize the necessity of full compliance with all state and federal mandates, it is their goal to continually seek solutions that may lead to a substantial reduction in the amount of paperwork required of teachers. To that end, the parties agreed as follows:

1. The Superintendent will, by the start of the 2002-03 school year, have available a computer based lesson plan format for use at elementary schools, middle schools, and high schools. Teachers with successful evaluations shall have the option of using this computer based lesson plan format in lieu of any other lesson plan format prescribed by the building principal. Training will be made available on a voluntary basis.
2. Representatives appointed by the VTO from each school level shall prepare lists of documents required by the school district which they believe can be modified or eliminated. Once these lists have been completed, they shall be forwarded to the Superintendent for review. The lists shall be reviewed by the appropriate administrators who shall also add documents to the lists that they believe can be modified or eliminated. Meetings shall then be established to discuss the items on the lists to see if any changes can be made to reduce the volume of required paperwork or facilitate its accomplishment through the use of technology. The results of these meetings shall be documented and made public within three months of the submission of the lists. This process will be used on an on-going basis.

For the School District:

For the Union:

Superintendent

President

For Information Only

DROP EXTENSION PROCEDURES

It is the intent of the Superintendent to develop procedures to be followed by employees participating in the DROP program who may be eligible for extending their participation time in that program. These procedures will be designed to notify those employees of their eligibility for an extension, the process by which they may apply for an extension and the time period during which their extension will be considered and be notified of the Superintendent's decision.

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