



CONTRACT

BETWEEN

THE SCHOOL BOARD OF VOLUSIA COUNTY

AND

THE VOLUSIA TEACHERS ORGANIZATION

2009-2013

(Effective February 14, 2012)

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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.

CLASSROOM TEACHER - A teacher whose regular assignment is to provide student instruction on a daily basis, and who has a daily roster of students.

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.

DISCIPLINE - A written reprimand, suspension without pay, or termination from employment.

DOE - State Department of Education

DUTY FREE - Time not responsible for students.

EMERGENCY - An unforeseen occasion requiring immediate action.

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

EXECUTIVE BOARD MEMBERS - Members of the VTO executive board.

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.

INPUT - The opportunity for bargaining unit members to provide thoughts and suggestions about a particular matter.

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. Where bargaining is not required, the School Board shall specifically solicit input from the Union.

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 only for the purpose of informing members of scheduled meetings, implementing the collective bargaining agreement, and for information distribution including, but not limited to: notice of information available on the VTO website, ratification materials, grievance processing activities, professional development opportunities, 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 school shall be given reasonable notice in advance, for the purpose of scheduling, of any and all access to and/or use of any facility operated by the school district for the purpose of holding general VTO site meeting. Such notice shall include the date, time, and room that the meeting will be held in. The VTO shall be notified if there is a conflict and given the opportunity to reschedule.
- d. The Board shall not grant any other employee organization these privileges for matters dealing with this bargaining unit, unless otherwise required by law.
- e. A VTO representative will be given an opportunity to speak after the completion of employee orientation. Participation will be voluntary. The VTO representative's time shall occur after the completion of the workday.

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 must be requested in advance, and 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. For any contracts printed in-house, the Board agrees to pay the full cost provided such costs is less than the amount the Board's pro-rata share of the cost would have been if the contract had been printed by an outside vendor.

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 to VTO, on a monthly basis, 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, date of birth, unique identifier, hire date, start date, seniority date, job role/title, school email address, and school/work assignment. 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. The parties recognize that such information is provided as the information is currently contained in the district's database, and may not necessarily be completely accurate due to the various reasons. The VTO hereby agrees to maintain the confidentiality of such information.
4. In an effort to resolve issues as they arise, the parties agree to meet as jointly deemed necessary to share and discuss information which will be of benefit to the successful implementation of the Agreement and the goals of the Volusia County School Board.

F. Union Stewards/Executive Board Members

1. At the beginning of each school year, the VTO shall notify the principal/department head of the identity of the stewards serving in that building/department.
2. In the event it becomes necessary to displace a steward as outlined in Article 15.C., the principal shall meet with the Superintendent to discuss the rationale for the transfer. The principal shall also discuss the rationale with the affected steward.
3. The VTO steward at each school shall be provided copies of the school's non-salary general revenue budget, supplement budget, and Title I budget within ten (10) days of the budget in question being finalized, but no later than October 1.
4. The school, upon request of the VTO steward will include in its announcements the times and locations of VTO meetings.

5. It shall not be a violation of this agreement for VTO stewards and executive board members to conduct union business by emailing members in accordance with the terms of this agreement, calling the VTO office, meeting with the principal, or distributing materials in mailboxes in accordance with this article, during duty free times when not directly instructing students, provided such actions do not interfere with their duties and responsibilities as a teacher.

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 faculty meetings that occur before the workday or after faculty meetings that occur after the workday.

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 and VTO 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. The administration shall give reasonable consideration to requests for an alternative location at the school/department until the issue is resolved.
- 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. Included within this clause is the right of the steward to provide representation consistent with the requirements of Chapter 447. A steward who believes he or she has been discriminated against based upon his or her Union activity shall be given the opportunity to meet with a VTO representative and the Superintendent to discuss the matter. Reasonable efforts shall be made to schedule this meeting within ten (10) days of the request for the meeting.
- 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, nine teacher duty days, one professional development day

and 180 student attendance days. The basic contract for ten month teachers who are on an annual contract shall, in their first year of employment, be 201 days, including six paid holidays, fourteen teacher duty days, one professional development day, and 180 student attendance days. For annual contract teachers hired after the close of the first semester, if the teacher is reappointed, then that subsequent year shall be considered to be the teachers first year of employment. Specific dates shall be in accordance with the calendar except when otherwise authorized by law.

2. The first five days of an annual contract teacher's first year of employment shall be part of "the Teacher Induction Program". This five day program shall be developed jointly by the district and the Union. The district and the Union agree to meet from the beginning stages of planning for this meeting, and will meet as necessary to finalize the plans. The Union agrees that membership recruitment shall be limited to the lunch session provided by the Union. The sessions will include Staff Development designed to assist a teacher in having a successful first year, and may include programs from the Unions professional development program as well as other similar programs which focus on classroom set-up, rules and procedures and classroom management. There will also be a session on ethics in teaching. In designing the schedule for these five days, time will also be set aside for the teacher to spend time at his or her school. Teachers hired after the start of orientation but before the close of the first semester shall be required to fulfill an alternate orientation program developed jointly by the district and the Union
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. On pre-planning and post-planning days, teachers shall be given a one hour lunch period.
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. On duty days, teachers shall be given a one hour lunch period.
5. District level in-service provided on the professional development day shall be jointly developed by the district and the Union. The building principal shall seek staff input in developing in-service to be conducted at the school site level on the professional development day. The parties shall endeavor to ensure that the professional development activities are relevant to the employees job assignment. Except for specific prior approval by the principal, the use of personal leave shall not be permitted on the professional development day. On the professional development day, teachers shall be given a one hour lunch period.

6. 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.
 7. 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 regularly scheduled 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 for Classroom Teachers – 7 Hours

300 minutes of instruction (Daily average for the week)
 30 minutes of uninterrupted lunch time
 35 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 for Classroom Teachers - 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 for Classroom Teachers - 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

Alternative Education Sites/Virtual Schools

300 minutes of instruction (Daily average for the week)
 30 minutes of lunch time (any change to the current way the lunch is scheduled will be done with input from the staff)
 50 minutes of planning (Daily average for the week)
 The remainder of the 7 1/2 hours will include pre-school and post-school time

- C. 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 1/2) 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. The District will give reasonable consideration for non-classroom work when scheduling teachers less than full-time. The work week for non-classroom teachers at school sites shall include not less than 325 minutes of non-instructional time, excluding lunch. This time is not required to be continuous.

- D. Uninterrupted lunch time shall not include assisting students in the lunch line.
- E. Consistent with Section 1012.22 (1)(h), Florida Statutes, the purpose of planning time is to allow classroom 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 ongoing 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 or the PSAT, 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 or the PSAT 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, rounded to the nearest quarter hour.
- F. 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 as described in paragraph "G." below, 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 teacher's discretion.
- G. Teachers may be required to attend school related general faculty meetings, school department meetings, grade level meetings, and/or parent conferences outside of the regular work day, to last no longer than one (1) hour, without additional compensation. No teacher shall be required to attend more than one of the meetings above per week outside of the regular work day, except in cases of emergency where one required after school meeting has already been conducted during the week. 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 shall be required at one Open House annually, or as otherwise provided in this contract.

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. 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. For elementary and high schools, all faculty meetings, except on Duty Days, shall begin no later than 15 minutes after the student dismissal time. Faculty meetings at the middle school level will be conducted one hour and ten minutes prior to the start of the student day, except that such meetings may be conducted after the work day where the practice at the school is to do so or when circumstances arise that are outside of the principal's control necessitating an after school meeting.

For every week in which a teacher is not required to attend a faculty meeting, grade level meeting, department meeting, in-service meeting or curriculum meeting outside of the regular work day, the Principal shall have the discretion to require the teacher to attend parent conferences outside of the regular work day without additional compensation.

- H. 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.
- I. Teachers shall be notified of all meetings 24 hours in advance, except in cases of emergency. An additional exception may be made for student/parent situations requiring immediate attention. In such cases, the administration shall speak with the teacher in private about the issues prior to the start of the meeting.
- J. 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. Prior to the implementation of a rotation of duties under this paragraph, the Principal shall discuss the plan with the faculty (during pre-planning if the rotation is to begin at the start of the year, or at a faculty meeting during the year if the rotation is to be implemented during the year). 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. To waive this provision, eighty percent (80%) of the faculty must agree.
- K. Specific planning time, apart from student contact hours and travel time, will be provided to all itinerant classroom teachers.
- L. Teachers shall not be required to collect general instructional fees of a school-wide nature beyond the second week of school.
- M. Teacher attendance at sales presentations will be optional.
- N. Teachers shall not be required temporarily to perform administrative duties (out of the bargaining unit) above grade without appropriate compensation.
- O. 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.

- P. The workday for district level bargaining unit members shall be seven and one half hours, including a half hour paid lunch. With the agreement of the supervisor, an employee may extend his or her workday to 8 hours for the purpose of having a one hour lunch, with one half hour of lunch being unpaid. District level bargaining unit members will have, in the course of the week, 325 minutes of non-instructional time. This time is not required to be continuous.
- Q. Early Release Days - 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 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. There shall be no early release day on the following weeks: (a) the first week of school; (b) the week that the FCAT Writing exam is conducted; and (c) the two weeks that the FCAT reading, math and science exams are conducted. 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. Except as stated herein, 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. Beginning with the 2010-2011 school year, district or school level administrators shall be permitted to schedule meetings and/or in-service activities during release time on up to eight (8) of the early release days in the school year. Principals shall inform the faculty during pre-planning which of the early release days will be scheduled in accordance with this section. Teachers will be given at least two (2) weeks notice of any changes to this schedule during the school year. Understanding that teachers are an important part of the process, principals will endeavor to seek input from their faculty in order to customize the delivery of training. Principals, including at the middle school level, shall also have the discretion to schedule after-school faculty meetings, as described in this article, on any of the eight (8) days in order to extend the time for the meeting and/or in-service activities. The length of the time for the after-school meeting shall be the time necessary to ensure that a two (2) hour block of time is available for the meeting and/or in-service activity.
 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 election shall be overseen by the VTO steward and one other faculty selected by the VTO steward. If there is not VTO steward, the VTO shall appoint the faculty members to oversee the election process. 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) 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.
 - 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. Every school shall have a budget committee. The budget committee shall be comprised of all department/grade level chairpersons or volunteer representatives from each department or grade level, selected by the Principal where the school does not have department/grade level chairpersons, the currently identified VTO steward or other building representative appointed by VTO and a member of the faculty elected by the faculty. The election shall be conducted by the VTO steward. 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.

ARTICLE 13
STAFF DEVELOPMENT AND IN-SERVICE EDUCATION

- A. In-service Education - In-service education for teachers shall be in accordance with the following procedures:
 1. Voluntary in-service 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

1. The following language will apply only to phase I schools for the 2011-2012 school year and shall apply to all schools beginning July 1, 2012.

- A. Teachers shall be evaluated in accordance with the Volusia System for Empowering Teachers (VSET), Chapter 1012.34 F.S. and other applicable state statutes and regulations. All observations shall be conducted by a trained evaluator. All observation cycles and the growth plan must be completed at least two weeks before the last student day. The Value Added portion shall be completed within 2 weeks of the arrival of the data from the state, unless technical problems delay the process, and teacher shall be given notice of the final calculation as soon as practical using an appropriate technology. Notice by email using the district's email system shall be acceptable.
- B. The Superintendent and the VTO president shall jointly appoint a VSET committee made up of an equal number of teachers, appointed by the VTO president, and administrators, appointed by the superintendent. The committee shall be co-chaired by one representative appointed by the superintendent and one representative appointed by the VTO president. The committee shall be responsible for an annual review of VSET and make any recommendations for modifications of changes to a district level administrator and the VTO president who shall review the recommendations and present a recommendation to the superintendent. The superintendent shall take the recommendation under advisement in forming his/her final recommendation to the board. In the absence of a recommendation from the committee, or should the superintendent disagree with the committee recommendation and decide to take other action, the superintendent will notify VTO of his/her intended action at least two weeks prior to any action by the School Board, and meet with the VTO president to discuss the matter if requested to do so. Should the union disagree with the superintendent's final recommendation, it shall retain all rights under Chapter 120, F.S. and all other applicable state statutes and regulations.
- C. As soon as it is completed, all documents related to VSET shall be maintained on a secured district data management system for which each teacher shall have access to his/her VSET files. When the system is ready to support, electronic signatures shall be permitted. With the exception of the growth plan, such signature does not necessarily indicate agreement with the content of said documents. Teachers shall retain the right to submit a written rebuttal which shall become a part of the evaluation record.
- D. While the professional judgment of a supervisor is not grievable, should teacher believe that any portion of the VSET process as described in the VSET handbook has been violated, they shall follow any appeals process in the handbook prior to proceeding to the grievance process under Article 23. The timeline in Article 23 will be considered to begin after the appeals process is completed. Any cycle that does not count to the summative report of the teacher shall be not be grievable. Any grievance filed on behalf of any employee who receives a summative report rating of needs improvement or unsatisfactory shall begin at step 3 of the grievance process. All such grievances shall be scheduled as quickly as possible. A response shall be provided within five (5) days. The parties agree that if a technical correction will bring the evaluation in question into compliance with the evaluation procedure, then such a correction may be made. If the matter is submitted to arbitration, the parties shall work together to facilitate the process. Notice to go to arbitration shall be made within 5 working days. Subsequent to the ratification and adoption of this agreement, the district and the union shall meet to discuss whether an expedited arbitration process will be utilized, and if so, under what terms. Options considered by the parties will include, but not be limited to: (i) to pre-select a panel of arbitrators and contact them to establish potential calendar of arbitration days to which employees with appeals may be slotted; (ii) to keep the individual hearings to

approximately four (4) hours maximum; (iii) the arbitrator being required to submit a decision within 48 hours; (iv) no written briefs shall be submitted. Under VSET, the Educator Evaluation, the Peer Evaluation, the Growth Plan, Student Achievement and the Summative Teacher Report shall be treated as separate grievance events.

- E. Only PAR teachers properly trained shall be permitted to formally evaluate another member of the Bargaining Unit.
 - F. Unscheduled observations for the purpose(s) of formal evaluation shall be conducted with the full knowledge of the one being evaluated.
 - G. In general, conferences conducted in accordance with VSET are for improvement and review, and are not meetings where the right to representation applies. However, where, under the standards for termination established in state law and this agreement, a teacher has a reasonable belief that a scheduled evaluation conference could result in the teacher's employment being terminated as a result of the evaluation being completed, the teacher shall have the right to representation.
 - H. As required by law, a teacher with tenure who receives a summative rating of unsatisfactory for two consecutive years or a needs improvement for three consecutive years of any combination thereof during a 3 year period shall not be reappointed.
2. The following language will apply only to phase II schools for the 2011-2012 school year and shall expire on June 30, 2012.
- A. Teachers shall be evaluated at least once a year and the evaluation, with the exception of the student achievement component, shall be completed prior to April 30 of the school year, in the absence of extenuating circumstances. The value added component shall be reported as described in 1A above. 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 and regulations.
 - 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.
3. The parties agree that should at any time the Florida law applicable to such procedures be changed by the Florida Legislature or overturned by a court decision with all appeals having been exhausted, then the Superintendent shall reconvene the VSET committee, which will proceed to consider whether any modifications to the procedures are necessary or advisable, and if so what those modifications should be. The committee and the parties will follow the process set out in paragraph 1.B. above. In addition, the parties will meet to discuss whether any amendment to this Article is necessary.

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 the date that staff allocations are received by the schools 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 the end of the first semester. 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. Vacancies filled after the end of the first semester may be filled by transfer of a current employee only with the specific approval of the Superintendent.
- 3. The district will conduct a job fair for current employees prior to conducting the spring external job fair. The procedure and standards for participation shall be established by the Superintendent. The VTO will provide input on the procedures and standards.
- 4. Bargaining unit members who accept a voluntary transfer for the subsequent school year, shall not be eligible for another voluntary transfer until the end of that subsequent school year.

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 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 recommended for reappointment by the Superintendent. Such list shall be provided no later than 5:00 p.m. on the last day of post-planning, with subsequent revisions also being provided to the Union. Notwithstanding the provisions of this paragraph, information regarding a teacher will not be included on a list provided under this paragraph prior to the individual teacher being notified of the action.
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.
- 4. vacancies to be filled with currently employed teachers who registered for the Transfer Fair.

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
LAYOFF AND RECALL**

A. Definitions

- 1. Layoff – The suspension by the School Board of an existing obligation to employ a teacher. The separation from employment of a probationary employee shall not be considered a layoff. A non-reappointment, including the non-reappointment of annual contract teachers who have completed the Deferred Retirement Option Program, shall not be construed as a layoff, nor shall a transfer (voluntary or involuntary) or a reassignment.
- 2. Recall – The process by which teachers who have been laid off may return to work.

B. Seniority

- 1. Seniority is defined as the employee's length of continuous service within the bargaining unit 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, layoff or recall shall be determined by the drawing of lots.
5. The system-wide seniority list based on service within the bargaining unit, 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 fourteen (14) 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, or be served in person. 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 fourteen (14) calendar 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.

C. Layoff and Recall

1. The VTO will be notified prior to the commencement of a layoff process.
2. Layoff and recall shall be governed by certification, evaluation, and seniority, in that order in accordance with the procedure set out in this article.
3. When the Superintendent determines that a layoff will occur, the administration shall determine the grade levels/subject areas to be effected. The administration shall then identify the teacher(s) teaching in the effected grade levels/subject area who has the lowest evaluation rating, who will then be subject to the layoff. If more than one (1)

teacher have the same evaluation rating, then the least senior of those teachers shall be subject to the layoff. Once the teachers to be subject to the layoff have been identified, the Superintendent shall then make any involuntary transfers necessary as a result of the layoff in accordance with Article 15.

4. Where a teacher is laid off who has a satisfactory or better evaluation, the District will *offer to* place the teacher in a position in the district, provided the teacher has at least a bachelor's degree and has professional certification in at least one subject area. If the teacher declines the placement that is offered or fails to respond within the time frame provided by the personnel department, but not less than three days, then he or she shall be laid off. If the teacher is placed in a position for which he or she would be out of field, then the teacher must either:
 - a. If the position is one for which certification can be obtained through the passage of an exam, then the teacher must pass the exam by the June 30th following the one year anniversary of the notification; or
 - b. If the position is not one for which certification can be obtained through passage of an exam, then the teacher must complete the requirements and obtain certification appropriate for the position within two (2) years; or
 - c. Complete a minimum of six (6) semester credits per year for certifications that require more than two (2) years to complete the requirements for certification.

If the teacher has a less than satisfactory evaluation, does not have a bachelor's degree and professional certification in at least one subject area, or the teacher fails to comply with the above stated requirements, then he or she shall be laid off.

5. Employees who have been laid off and who had satisfactory or better evaluations will be recalled on the basis of seniority to positions for which they are certified, unless the position requires documented skills and qualifications that benefit the overall operation of the school, but which the teacher does not have, with the employee with the most seniority on layoff being called back first using the criteria listed above.
 6. A non-tenured teacher who has been laid off shall only have recall rights through the end of the school year in which he or she was laid off. A tenured teacher 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, in accordance with procedures established by the Superintendent, unless removed from the list in accordance with the terms of this article. It is the employee's obligation to notify the School Board of any change of address.
- D. The parties agree that should at any time the Florida law applicable to such procedures be changed by the Florida Legislature or overturned by a court decision with all appeals having been exhausted, this article will revert to the language in place prior to this amendment in FY 2012, and the parties will meet to discuss whether any amendment to this Article is necessary.

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. The Superintendent and Union President shall establish a committee to discuss issues and opportunities related to NBC teachers.

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. When a teacher writes a referral, the teacher may retain one copy for their records, while sending the remaining parts to the office. If codes are utilized for disciplinary referrals, such codes shall be provided to the teachers during pre-planning.
- 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. The teacher may make recommendations for student discipline. If such a recommendation is made, the administration will respond in accordance with the requirements of section 1003.32, Florida Statutes.
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 re-admittance. 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 - Leave, Terminal Pay, and Holiday Provisions, II.F. - Temporary Duty, 2.
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 1012.63(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.
4. Teachers shall receive notice regarding students charged with a felony offense as required by section 985.04, Florida Statutes.

ARTICLE 19
EDUCATION SUPPORT

- A. The parties agree that teachers spend a significant amount of time on various responsibilities. Recognizing that it is in the best interest of the district for teachers to have more time to focus on classroom instruction, teachers shall receive support as outlined in this Article.
- B. The parties support the efforts of the superintendent's select committee on ESE paperwork and processes, and pledge to continue forward with that joint effort. The superintendent shall continue to evaluate the recommendations of the committee for implementation.
- C. For articulation reviews conducted after work hours 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.

Reasonable efforts will be made to schedule articulations as close to the end of the workday as possible.
- D. No teacher will be required to be the case manager of a student's Individual Education Plan (IEP) unless that teacher provides or will be providing services to that student or that student's teacher.
- E. 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.
- F. Where a teacher has been assigned to teach a co-taught ESE class and requests not to co-teacher in the upcoming year, the principal shall give reasonable consideration to that request.
- G. The district will continue to endeavor to provide alternatives to having the ESE teacher serve as the local education agency representative in an individual education plan conference.

ARTICLE 20
EVALUATION OF STUDENTS

- A. Administrative Grade Change

In the event a teacher's academic 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.

In the event a teacher's non-academic grade or evaluation is challenged, the school's procedure for such challenge shall be followed.

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;

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. The committee shall submit a report that is signed by all members of the committee. If a member of the committee disagrees with the report, then he or she shall so indicate by his or her signature. A determination of grade shall then be rendered by the Superintendent, with rationale, and such determination shall be final. If the issuing teacher disagrees with the recommendation of the committee, he or she may submit a written rebuttal, which shall be attached to the report and retained at the school in accordance with school board policy.

ARTICLE 21
TEACHER ASSIGNMENT, TRAVEL AND SUBSTITUTES

A. Assignment

1. Teachers shall be assigned according to certification. Preference for grade or subject shall be considered.
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 as determined to be in the best interest of the school by the principal, 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. 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.
4. Mileage reimbursement for itinerant teachers shall be calculated 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 1,200 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.
3. In the event of an emergency or when a substitute has been requested, but there is still an insufficient number of substitutes available at the school, the following procedure shall be available to the building principal:
 - a. At the beginning of each school year, the principal at the middle and high school level shall ask for volunteers who would be willing to give up their planning period to cover for a teacher who is absent. At the elementary level, the principal shall seek volunteers who would be willing to take on additional students when a teacher is absent.
 - b. The principal shall endeavor to rotate such assignments among those teachers who have volunteered. However, if no volunteers are available, the principal shall have the right to assign teachers, on a rotating basis whenever possible, to substitute during their planning period at the middle and high school, or to take on additional students at the elementary school.
 - c. Teachers who give up their planning period in order to cover for a teacher who is absent shall be paid at a rate of one-sixth (1/6) of the daily substitute rate of pay for a certified teacher per period for a seven period day, and one-third (1/3) the daily substitute rate of pay for a certified teacher per period for a four period block. Elementary teachers who take on additional students when a teacher is absent shall be paid an amount equal to the daily substitute rate for a certified teacher divided between the number of teachers taking additional students due to the teacher's absence.

F. Summer School

1. Information concerning positions for the Summer School Program will be made available to all teachers no later than sixty (60) calendar days prior to the end of the school year.
2. The period for submitting applications will end no later than thirty (30) calendar days prior to the end of the school year.
3. Applicants for Summer School positions will be notified of their status no later than fifteen (15) calendar days prior to the end of the school year 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

Teachers 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, a rotation 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.

G. Summer School for Pre-K

The parties shall annually review the Memorandum of Agreement regarding summer school for pre-K, which shall require that teachers be paid at their hourly rate of pay.

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. In the event that more than 10% of the bargaining unit members assigned to a worksite request personal leave on a given day, the principal may deny leave to those employees exceeding the 10% figure-on a "last applied – first denied" basis. 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, unless approved by the Superintendent as being in the best interest of the school district.
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.
5. Except for specific prior approval by the principal, the use of personal leave shall not be permitted on the professional development day.

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. Any unpaid leave under FMLA shall count toward this thirty (30) day limit.

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. 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 the Payroll Department.
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 the Payroll Department 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. 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, 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, set out in Appendix I) 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 collective bargaining agreement shall be construed to grant a non-tenured teacher a right to continued employment beyond the term of the teacher's annual 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 of teachers who were granted tenure prior to July 1, 2011, shall be governed under the Volusia County Teachers' Tenure Law, as set out in Appendix I, the ninety (90) day process set out in section 1012.34(4), or the standard set out in section 1012.33(3)(b), F.S., as is described in Article 14 of this collective bargaining agreement. For all annual contract teachers, termination shall be governed by section 1012.335, F.S. However, as required by law, an employee's initial contract having a duration greater than 100 contract days shall be a probationary contract. During the probationary contract, 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. No anonymous letter or anonymous materials shall be placed in the personnel file.

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 for FY 2010: \$2000 (annual basis); Beginning with FY 2011: \$1,500 (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).

Eligible employees (those who were actively employed for greater than one-half of the applicable work year during the 2008-2009 school year and who meet the evaluation requirements set out above) employed by the School Board subsequent to the ratification and adoption of this agreement shall receive a step increase effective July 1, 2009. Employees employed by the School Board subsequent to the ratification and adoption of this agreement who are currently on step 0 or step 25 and who meet the evaluation requirements set out above shall receive onetime bonus payments in the following amounts: Step 0 - \$200.00; Step 25 - \$750.00.

- 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 \$15.00 per hour.

2. Salary Schedule for Teachers of Summer School

Summer school teachers shall be paid at their regular hourly rate of pay.

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. 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.

6. 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.

7. If the district decides to issue signing bonuses, the following requirements shall apply.
- a. Signing bonuses may be offered to teachers certified in an area of critical concern as defined by the Florida DOE, to promote diversity, or to address specific concerns at an individual school.
 - b. The Superintendent shall designate the individuals authorized to commit to the issuance of a signing bonus.
 - c. To qualify for a signing bonus, the teacher must:
 - i. be certified in the field they are hired to teach.
 - ii. teach in that field of the bonus.
 - iii. start employment in the district by August 31 for the beginning of the school year, and January 31 for fall graduates hired by the district.
- c. The signing bonus shall be in the amount of \$2,000 and shall be paid in two installments. For teachers hired at the start of the year, the first installment will be paid by October 1, and the second installment will be paid by March 1. For teachers hired later in the year, the first installment will be paid by March 1, and the second installment will be paid by October 1, provided the teacher is reappointed, and meets all other requirements for the bonus. Any teacher that does not fulfill all requirements for the bonus shall have the bonus rescinded. Should a bonus be rescinded, the district shall have the right to withhold a prorated amount from any salary owed but not yet paid to the teacher.

C. Stipends

The stipends listed below are mandatory with the applicable position.

2011-2012 Stipends

Description	High Schools	Middle Schools	Elementary Schools
	<5 years/≥5 years	<5 years/≥5 years	<5 years/≥5 years
Band Director	4,011/5,061	2,662/2,950	
Assistant Band Director	1,773/2,000	1,110 /1,260	
Choral Director	2,662/3,150	2,121 /2,550	
Orchestra Director		2,662/3,150	
Guidance Counselors	1,460/1,800	1,460/1,800	
Social Worker	2,677/2,900	2,677/2,900	2,677/2,900

Caseworker	2,677/2,900	2,677/2,900	2,677/2,900
Speech & Language (3 C's)	3,000/3,500	3,000/3,500	3,000/3,500
Placement Specialists	2,677/2,900	2,677/2,900	2,677/2,900
Program Specialists	2,677/2,900	2,677/2,900	2,677/2,900

**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 cost of single coverage health insurance to the participating employee shall be five dollars (\$5) per month for the 2009-2010 school year, but shall increase to twelve dollars (\$12) per month effective July 1, 2010, and then to twenty dollars (\$20) per month effective July 1, 2011. 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. Dental Insurance

All full-time teachers shall be eligible for enrollment in the Group Dental Insurance Program. The Board retains the right to make changes in the carriers and provisions of the group dental insurance plan in an effort to contain the cost of insurance. For FY 2010, the Board shall pay 100% of the cost of single coverage for both the Dental Maintenance Option (DMO) and the Dental Preferred Option. Beginning in FY 2011, the Board shall pay 100% of the cost of single coverage for only the DMO. Employees selecting the DPO shall be required to pay the difference in the premiums between the DMO and the DPO.

D. Disability Insurance

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

E. 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.

F. 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.

G. 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.

H. 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.

I. 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. However, this option will not be available where it would cause the employee to receive compensation prior to providing the service.
- 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 directors 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.
- O. AP and IB teachers whose course load requires multiple preparations for separate classes during the exam year for the course(s) are eligible for an extended day one supplement for each preparation, and will be required to separately perform the designated responsibilities for each supplement.

2011-2012 Teacher Supplements

Description	High Schools	Middle Schools	Elementary Schools
<u>Class A:</u>			
Department/Grade Chairperson	608	608	608
Each additional teacher or major fraction; beginning with FY 2011, the amount will only apply for up to five teachers.	189	189	189
Beginning with FY 2011, for each additional teacher above 5 teachers	95	95	95
Supervisory Duty (Morning or Afternoon)	900	900	900
Curriculum Committee Chairperson			638
Test Chairperson			900
Child Study Team Chairperson	1,000	1,000	1,000
Guidance Chairperson	3,575		
			<5 years/≥5 years
Guidance Counselor – Elementary			<1,460/≥1,700
Lead Teacher/Subject Area Contact A		1,000	
Lead Teacher/Subject Area Contact B		1,200	
<u>Class B:</u>			
Extended Duty Supplement Amounts:			
One item checked under duties & responsibilities	950	950	950
Two items checked under duties & responsibilities	1,150	1,150	1,150

Three items checked under duties & responsibilities	1,550	1,550	1,550
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	1,680	970	
Vo-Ag.	2,450	2,450	
<u>Athletics:</u>	<5 years/≥5 years		
Athletic Director	4,011/5,061		
Category A-Head Coach	4,011/5,061		
Category B-Head Coach	2,733/3,444		
Category C-Head Coach	2,467/3,108		
Category A-Assistant Coach	2,467/3,108		
Category B-Assistant Coach	1,983/2,499		
Category C-Assistant Coach	1,850/2,331		
<u>Athletic Trainer:</u>	<5 years/≥5 years		
Certified – Head	4,011/4,820 per semester		
Associate or Certified Asst.	2,773/3,494		
Appointed	1,542/1,943 per semester		
<u>Cheerleader:</u>	<5 years/≥5 years		
Cheerleader	1,390/1,600 per semester		
<u>Class C:</u>			
<u>Sponsors:</u>			
Academic Team	1,460		
Dance	1,460		
Flag Corps	1,460		
Majorettes	1,460		
Class Sponsor	9 th -10 th grade/494 11 th -12 th grade/600		
Drama/Music Production	971	500	500
Intramural	971	971	971
Publications	1,460	971	
Safety Patrol	500	500	500
Service Club	500	500	
Special Interest Club Activities	500	500	500
Student Government	1,460	500	
Yearbook	2,035	971	
Television Production	1,460	971	

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 been employed by Volusia County Schools for at least one (1) year and must have accumulated at least five (5) sick leave days. Following the accumulation of five (5) 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 or one teacher may opt out of benefits giving his or her portion to the other teacher, or any other combination that equals one full benefits package.
- 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).
- 6. Teachers participating in job sharing shall receive credit on the salary schedule as follows:
 - a. If a step is negotiated, one year of credit for every one year taught while participating in a job sharing arrangement.

**ARTICLE 33
NEW TECHNOLOGY**

- A. The board and the union recognize the importance of using technology as a way to streamline and reduce paperwork within our school system. The parties also recognize the benefit of technology in assisting our students by ensuring that they receive the services they deserve.
- B. Teachers will receive training on any new software or hardware they are required to use.

**ARTICLE 34
MANDATORY PLUS ONE PROGRAM**

- A. Commencing with the start of the 2008-2009 school year, the Superintendent shall have the authority to mandate that the work day at any elementary school required to restructure under the No Child Left Behind Act be extended by one (1) hour beyond the length of time set out in Article 9 for elementary schools (Mandatory Plus-One Program).
- B. For elementary schools having the work day extended under this article, the following terms shall apply:
 - 360 minutes of instruction (daily average for the week)
 - 30 minutes of uninterrupted lunch time
 - 35 minutes of continuous duty free planning within the student day (daily average for the week)
 - 30 minutes of duty free planning time outside the student day (daily average for the week)

The remainder of the 8 hours will include pre-school and post-school time
- C. The additional hour shall apply to all work days within the 196 day work year set out in Article 9, with the bargaining unit members at the affected school receiving one hour of additional pay at the individual's appropriate hourly rate for those days.
- D. Leave earned and deducted for the bargaining unit members at the affected schools shall not include the additional hour. However, on days when paid leave is taken, the affected bargaining unit member shall be paid the additional hour.
- E. Employees of schools being considered for the mandatory additional hour shall be notified at least six (6) months prior to the implementation of the Mandatory Plus-One Program at their school. This notice shall not be construed as a guarantee that the Mandatory Plus-One program will be implemented at the schools so notified. Actual implementation of the Mandatory Plus-One Program shall be within the sole discretion of the School Board and Superintendent. These employees may request a transfer under the terms set out in Article 15. Where possible, the administration will give specific consideration to these requests.
- F. Employees at schools that become a Mandatory Plus-One school shall be notified as soon as it is known, but no later than May 1st, if the school will not continue in the Mandatory Plus-One Program for the next school year.
- G. The Superintendent shall adopt a manual for the Mandatory Plus-One Program which will be followed at all schools engaging in the program. The VTO shall be given input into the development of the manual. VTO shall also be given a copy of the manual prior to distribution to the instructional staff.

ARTICLE 35
DURATION OF AGREEMENT

- A. This agreement shall be effective as of the date of signing, and shall continue in effect until June 30, 2013. This Agreement may be extended only in writing.

- B. Salary changes for the FY 2011-2012 shall be effective in accordance with the date set out on the adopted salary schedule or in this agreement. Retroactive payments shall be paid in the amounts set forth in the schedule or the agreement 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 2010-2011. 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 14th day of February, 2012, by and between the School Board of Volusia County, Florida and the Volusia Teachers Organization.

President, Volusia Teachers Organization

Alfred C. Williams, Chairman
Volusia County School Board

Member Representative, Volusia Teachers
Teachers Organization

Margaret A. Smith, Superintendent
School Board of Volusia County

Richard A. Kizma, Chief Negotiator
School Board of Volusia County

**196 Day Salaries For Certificated Personnel
2011-2012**

Years Experience	Bachelor's Degree Rank 1	Master's Degree Rank 2	Specialist's Degree Rank 3	Doctorate Degree Rank 4
0	34,010	37,001	38,424	39,903
1	34,520	37,556	39,001	40,502
2	35,038	38,119	39,587	41,109
3	35,564	38,692	40,180	41,725
4	36,097	39,271	40,783	42,351
5	36,639	39,860	41,395	42,987
6	37,188	40,458	42,016	43,632
7	37,746	41,065	42,645	44,286
8	38,312	41,682	43,286	44,950
9	38,887	42,307	43,935	45,625
10	39,470	42,941	44,594	46,309
11	40,062	43,585	45,262	47,004
12	40,663	44,348	46,054	47,709
13	41,375	45,124	46,861	48,425
14	42,098	45,914	47,680	49,271
15	42,835	46,717	48,514	50,135
16	43,585	47,535	49,364	51,011
17	44,456	48,723	50,352	52,286
18	45,568	49,819	51,359	53,333
19	46,707	51,065	52,642	54,399
20	48,109	52,341	53,959	55,487
21	49,552	53,651	55,577	56,874
22	51,039	55,260	56,966	58,581
23	52,442	56,641	58,390	60,046
24	54,015	58,058	59,851	61,546
25	59,147	63,572	65,536	67,393

**216 Day Salaries for Certificated Personnel
2011-12**

Years Experience	Bachelor's Degree Rank 1	Master's Degree Rank 2	Specialist's Degree Rank 3	Doctorate Degree Rank 4
0	37,480	40,777	42,345	43,975
1	38,042	41,388	42,981	44,635
2	38,613	42,009	43,626	45,304
3	39,193	42,640	44,280	45,983
4	39,780	43,278	44,945	46,673
5	40,378	43,927	45,619	47,373
6	40,983	44,586	46,303	48,084
7	41,598	45,255	46,997	48,805
8	42,221	45,935	47,703	49,537
9	42,855	46,624	48,418	50,281
10	43,498	47,323	49,144	51,034
11	44,150	48,032	49,881	51,800
12	44,812	48,873	50,753	52,577
13	45,597	49,728	51,643	53,366
14	46,394	50,599	52,545	54,299
15	47,206	51,484	53,464	55,251
16	48,032	52,386	54,401	56,216
17	48,992	53,695	55,490	57,621
18	50,218	54,903	56,600	58,775
19	51,473	56,276	58,014	59,950
20	53,018	57,682	59,465	61,149
21	54,608	59,126	61,248	62,677
22	56,247	60,899	62,779	64,559
23	57,793	62,421	64,348	66,173
24	59,527	63,982	65,958	67,826
25	65,182	70,059	72,223	74,270

**Psychologist
Salary Supplement Stipend**

Step Amount

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

**256 Day Salaries for Certificated Personnel
2011-2012**

Years Experience	Bachelor's Degree Rank 1	Master's Degree Rank 2	Specialist's Degree Rank 3	Doctorate Degree Rank 4
0	44,421	48,328	50,186	52,118
1	45,087	49,053	50,940	52,901
2	45,764	49,788	51,705	53,693
3	46,451	50,536	52,480	54,498
4	47,147	51,293	53,268	55,316
5	47,855	52,062	54,067	56,146
6	48,572	52,843	54,878	56,989
7	49,301	53,636	55,700	57,843
8	50,040	54,442	56,537	58,710
9	50,791	55,258	57,384	59,592
10	51,553	56,086	58,245	60,485
11	52,326	56,927	59,118	61,393
12	53,111	57,924	60,152	62,314
13	54,041	58,937	61,206	63,249
14	54,985	59,969	62,276	64,354
15	55,948	61,018	63,365	65,482
16	56,927	62,087	64,475	66,627
17	58,065	63,638	65,766	68,292
18	59,517	65,070	67,081	69,659
19	61,005	66,697	68,757	71,052
20	62,836	68,364	70,477	72,473
21	64,721	70,075	72,950	74,284
22	66,663	72,176	74,405	76,514
23	68,496	73,980	76,264	78,427
24	70,550	75,831	78,173	80,387
25	77,253	83,033	85,598	88,024

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 five (5) sick leave days. Following the accumulation of five (5) 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.

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.

MEMORANDUM OF AGREEMENT

For the resolution of the issues listed below, the School Board of Volusia County (“Board”) and the Volusia Teachers Organization (“VTO”) hereby agree as follows:

1. Coaches for sports at the middle school level shall be paid \$1,000 per season.
2. The district shall work toward the establishment of performance orders for the stipends required by the collective bargaining agreement, with input from the VTO. Once that process is complete, the same process will be implemented for the supplements specified in the collective bargaining agreement. The parties recognize that these projects will likely be active into the next school year.
3. Teachers who provide after hours tutoring services to students under a program established by a district level department, shall be paid an hourly rate of \$30.

Andrew Spar
Volusia Teacher Organization

Richard A. Kizma
The School Board of Volusia County

Date

Date

VOLUSIA COUNTY TEACHERS' TENURE LAW

***Laws 1937, Ch. 18964, and amended by
Laws 1939, Ch. 20187, and as amended by
Laws 1974, Ch. 621 & Ch. 623***

As used in this act, "in-service education points" means points earned by a teacher for participation in previously described and approved workshop experiences, at the rate of one (1) point per workshop hour. Such in-service education shall be included in the local school district master in-service plan which is annually submitted to the department of education.

Section 1. Every employee in the public free schools of Volusia County who is over the age of twenty-one (21) years and who, on or after July 1, 1935, shall have been employed therein for three (3) consecutive years and who shall have a valid Florida certificate and who, during such three (3) year period, has occupied himself or herself for a period of at least six (6) weeks in registration and attendance in some college or university of recognized standing by the department of education and has earned at least six (6) semester hours credit in professional study or their equivalent in district in-service education points, when and if re-elected for the next succeeding school year to a position in such public schools in the same district, county, or other unit by which he was formerly employed, shall thereafter for said ensuing year and each subsequent school year be a permanent employee of the district, county, or other unit as long as the employee shall be possessed of a valid certificate of the class required by the position to be filled, and shall attend schools or participate in district in-service programs for professional study at intervals, or shall travel, under requirements set forth in section 3 of this act, except as hereinafter otherwise provided.

Section 1-B. Any teacher or principal qualifying under the provisions of Section 1 of this Act as a permanent employee of Volusia County may, for a valid reason, apply to the County School Board in writing for a leave of absence, and be granted such leave of absence, without loss of tenure rights, provided such leave of absence is recommended by the local school district board and for a period not to exceed twelve (12) months.

Section 2. Each person holding office in an administrative or supervisory position in such school system, the qualifications of which require a valid Florida Certificate based on at least two years' college training, is hereby classified as teacher during the entire time of holding such administrative or supervisory position, and as coming within the purview of this Act.

Section 3. No person who has qualified as a permanent employee in the public free schools of Volusia County shall be thereafter dismissed or not re-employed for any subsequent year in such public free schools except for one or more of the following causes: immoral or unprofessional conduct, or for failure to cooperate with supervisors or school boards or school faculty, or any or all of them; dishonesty, incompetence, or failure to preserve discipline or to transmit proper instruction, or willful neglect of school duties, notable failure to make professional advancement by failing to attend a college of recognized standing by the department of education, earning at least six (6) semester hours credit under the following classifications: teacher not having bachelor's degree, once every three (3) years; teachers having bachelor's degree, once every five (5) years; teacher having master's degree, once every five (5) years with privilege of auditing courses; that in lieu of attending a college of recognized standing by the department of education in accordance with the requirements of this section, any teacher may earn

equivalent district in-service education points or secure permission from the district school board to travel, setting forth the proposed travel, which must be of an educational nature, and the school board shall approve such application at a regular or called meeting, and the record of its proceedings upon such application recorded in its minutes; persistent violation of, or refusal to obey the laws of the state relating to schools, or reasonable regulations prescribed for the government of the public free schools of the state, or for failure to carry out local school regulations not in conflict with state laws; or for physical or mental disability to perform the functions or the duties of the office; excessive or unreasonable absence from duties in preceding year; chronic illness; conviction of a felony; or for habitual use of alcohol or intoxication. Before any dismissal for cause of failure to re-employ for any subsequent year in pursuance of the foregoing provisions shall be effective, the school board shall give at least twenty (20) days notice by registered mail to the teacher at his or her address as appears in the records of the school board, enclosing a complete copy of the charges preferred against such teacher on which it is proposed to base such dismissal or failure to re-employ, which notice shall state the time when, the place where, the school board shall hear the charges. At the time and place stated in the notice, the school board shall conduct a public hearing on such charges and shall hear evidence justifying such dismissal or failure to re-employ. Thereafter, the employee shall have the right to present such evidence as she or he may desire in rebuttal thereof and shall have the right of representation by counsel. Only evidence under oath or affirmation shall be received at such hearing and both the school board and the employee shall have the right to introduce witnesses. Full cross-examination of all witnesses shall be permitted and the hearing shall be taken down by a competent reporter and transcribed and filed in the office of the superintendent of schools. The written finding of a majority vote of the school board that one or more of the causes mentioned above exist, shall be essential to and sufficient to dismiss or fail to re-employ such employee after such hearing. The employee shall have the right to appeal the decision of the school board to the board of education whose decision shall be final. The board of education shall furnish to the dismissed employee within ten (10) days after request is made thereof and without charge a certified copy of all charges filed, testimony taken thereon, and orders entered in the matter. Nothing herein shall prejudice the right of the employing unit to re-employ the teacher on probation, except a sustained charge of immorality; nor the right of the teacher to voluntarily accept classification as probationary employee. Such employee shall not come within the purview of this act during such period of probation.

Section 4. It is hereby expressly provided however that nothing herein contained shall prevent the dismissal or failure to re-employ any teacher where the Board of Public Instruction through financial necessity or curriculum changes deem it necessary to decrease the number of permanent employees of the particular kind of service in which the dismissed teacher was engaged. If such similar service is re-established within two years thereafter, all dismissed teachers who were dismissed otherwise than for cause shall be offered re-employment prior to the employment of any new teacher in a similar capacity, and teachers so dismissed without cause shall be offered re-employment in the same order in which they were dismissed, but if such re-employment is not accepted, the teacher shall forfeit his or her previous tenure rights.

Section 5. All employments under the provisions of the Act shall be subordinate to the right of the Legislature to amend or repeal this Act at any time and nothing herein contained shall ever be held, deemed or construed to confer upon persons employed pursuant to the provisions hereof, a contract which will be impaired by the amendment or repeal of the Act.

Section 6. If any section or subsection, sentence, clause or phrase of this Act is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Act. The Legislature hereby declares that it would have passed this Act and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more other sections, sub-sections, sentences, clauses or phrases be declared unconstitutional.

SETTLEMENT AGREEMENT

The School Board of Volusia County (“School Board”) and the Volusia Teachers Organization (“VTO”) hereby resolve all issues for the contractual reopeners for the 2010-11 contract year and 2011-2012 contract year.

1. Eligible employees (those who were actively employed for greater than one-half of the applicable work year during the 2010-2011 school year and who meet the evaluation requirements set out in the collective bargaining agreement and those hired with experience and placed at a lower step to match the experience of those already in the district) employed by the School Board subsequent to the ratification and adoption of this agreement shall receive a step increase effective July 1, 2011. An additional step (step 26) will be added to the salary schedules for certificated personnel effective July 1, 2011, with the salary amount in each column to be 1.5% greater than the salary amount in the applicable column at step 25. Current bargaining unit members hired prior to January 1, 2012 who have not received a step increase under this agreement and who have met the evaluation requirements set out in the collective bargaining agreement shall receive a one-time \$100 bonus.
2. The collective bargaining agreement between the School Board and the VTO, which prior to this agreement had an expiration date of June 30, 2012, will be extended through and including June 30, 2013.
3. The VTO will work with the School Board, through the Insurance Committee, to examine potential health insurance plan design changes in order to reduce and possibly eliminate any increase in the health insurance premiums paid by the School Board in the 2012-13 contract year.
4. The reopener provision for the 2012-13 contract year shall be as follows.
 - a. The contract will be reopened in accordance with the provisions in “b.” below only if the following condition precedent is met: The amount of the unassigned balance above the 5% fund balance goal established in School Board Policy at the end of FY 2012*, when added to the additional discretionary FEFP revenue the School Board will receive in FY 2013 under the budget adopted by the state legislature and signed by the Governor** and the savings the School Board will experience based upon the retirement of teachers at the end of the 2011-2012 school year and replacement with teachers with less years of experience*** exceeds the costs paid with nonrecurring funds in FY 2012**** plus the increased costs anticipated by the School Board for FY 2013*****. All determinations required in this condition precedent shall be determined in accordance with the dollar amounts included in the final budget adopted by the school board in September 2012, with the exception of the amount of additional discretionary FEFP revenue. That amount shall be as set out in the third calculation at which time a final determination will be made as to whether the reopener will take place.
 - b. If the condition precedent set out in “a.” above is met, the collective bargaining agreement will be reopened for wages and benefits to be paid to teachers for FY 2013.

* This amount shall be determined by the School Board and provided to the VTO by August 31, 2012.

** This amount shall be determined based upon the documents issued by the state legislature after the Governor has signed the budget, as compared to the information contained in the fourth calculation from the Florida Department of Education. These documents shall be shared with the

VTO within five days of receipt. Discretionary funds shall not include increases in school recognition funds, class size reduction funds, teacher lead funds, funds for instructional materials, funds for student transportation, funds for the Merit Award Program, supplemental academic instruction funds, reading instruction funds, safe schools funds, and any other funds subject to restrictions on how the funds are spent, unless a waiver for use of these funds is permitted by law and is included in the tentative budget adopted by the school board in July 2012 for FY 2013.

*** This amount will be determined by calculating the teachers' total base salary earned by teachers who retire after the end of the 2011-2012 school year but prior to the start of the 2012-2013 school year less the cost of replacing these teachers at the actual salary paid.

**** The amount of costs (primarily personnel) paid with nonrecurring funds in FY 2012 shall be determined by subtracting the unassigned fund balance at the end of FY 2012 from the unassigned fund balance at the end of FY 2011.

***** For the purpose of the calculation, the increased costs anticipated by the School Board for FY 2013 shall include: any increase in the School Board's required contribution toward the Florida Retirement System; a \$2 million decrease in the amount of funds transferred from the capital fund to the general fund in the FY 2012 general fund budget; any increase in the health insurance premiums to be paid by the School Board in FY 2013; the potential cost of additional Peer Assistance Review teachers if included in the FY 2013 budget; the loss of FEFP funds the School Board will experience due to the opening of new charter school(s), based upon the maximum enrollment set out in the charter/application; and the cost of the step increase and additional step agreed upon in this Settlement Agreement.

The step increase in this agreement shall come from the unassigned fund balance for FY 2012. When calculating the increase cost for the next year, the parties agree that the cost to maintain this increase shall either be counted when considering the unassigned fund balance as described in the paragraphs above, or as an increased cost.